



REQUEST FOR PROPOSALS

RFP # 2021-03

ORGANIZATIONAL CLIMATE ASSESSMENT

ISSUE DATE:	August 2, 2021
CLOSING DATE:	September 1, 2021
CLOSING TIME:	1:00 P.M. Pacific Time

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**OREGON INSTITUTE OF TECHNOLOGY
REQUEST FOR PROPOSALS**

Organizational Climate Assessment

Section I - Information Regarding Proposal

INTRODUCTION

The Oregon Institute of Technology (“Oregon Tech”) is seeking a qualified contractor to conduct an objective, credible and comprehensive assessment of the university climate and to make recommendations for constructive initiatives and action plans to address areas in need of improvement. University climate includes current attitudes, behaviors, and standards of students, faculty, staff, alumni, administration, community partners, and friends of the institution, as well as the university’s structures, policies and practices.

IMPORTANT NOTICE

It will be the responsibility of potential proposers to refer daily to the Public University Procurement Website (<https://www2.wou.edu/nora/orpu.bid.home>) to check for any available addenda, response to clarifying questions, cancellations or other information pertaining to this Request for Proposals (“RFP”).

GENERAL INFORMATION

Issuing Office: The President’s Office of Oregon Tech is the Issuing Office and is the sole point of contact for clarifications regarding technical specifications in this RFP. The Oregon Tech Procurement and Contract Services Office is the sole point of contact regarding the RFP process. All correspondence pertaining to these two matters should be appropriately addressed to the contact persons below:

Content and Technical Specifications

Sandra Fox, Board Secretary and Senior Advisor to the President
Telephone: (541) 885-1107
Email: Sandra.Fox@oit.edu

RFP Process Questions:

Vivian Chen, J.D., Director of Procurement, Contracts, and Risk
Telephone: (503) 821-1266
Email: Vivian.Chen@oit.edu

SCHEDULE OF EVENTS

The timing and sequence of events resulting from this RFP will be ultimately determined by Oregon Tech. The following schedule is illustrative of optimal timing goals:

RFP Issue Date..... August 2, 2021
Deadline for Protest of Specifications August 9, 2021 (5:00 P.M., PST)
All Clarifying Questions Due August 16, 2021 (5:00 P.M., PST)

Notice of Interest Deadline	August 23, 2021 (5:00 P.M., PST)
Closing Date (Proposals Due).....	September 1, 2021 (1:00 P.M., PST)
Finalist Presentations (if required)	September 23, 2021
Notice of Award	September 24, 2021
Deadline for Protest of Award	Seven (7) calendar days after date on Notice of Award letter
Anticipated Contract Begin Date	On or around October 1, 2021

GENERAL PROVISIONS

Oregon Tech reserves the right to reject any and all proposals received as a result of this RFP. Oregon Tech Policy Chapter 580-61 and 580-62 govern the procurement process for Oregon Tech.

1. Modification or Withdrawal of Proposal. Any proposal may be modified or withdrawn at any time prior to the closing deadline, provided that a written request is received by the Procurement and Contract Services Office, prior to the Closing Date. The withdrawal of a proposal will not prejudice the right of a Proposer to submit a new proposal.

2. Notice of Interest. The Notice of Interest (form attached below) should be submitted to the Procurement and Contract Services Office by 5:00 P.M., PST, on the date indicated in the Schedule of Events, via email or hardcopy. In the Notice of Interest, the Proposer must provide the name of the primary contact person, plus that person’s telephone number and email address for communication of information about the RFP. Proposers that complete and return the Notice of Interest will receive the same supplementary information. Submission of the Notice of Interest is not a mandatory requirement for Proposers to submit a proposal.

3. Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 P.M., PST, on the date indicated in the Schedule of Events, at the Procurement and Contract Services address or email address as listed in the Contact Information section of the RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements.

The purpose of this requirement is to permit Oregon Tech to correct, prior to the opening of proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition.

Oregon Tech will consider all requested changes and, if appropriate, amend the RFP. Oregon Tech will provide reasonable notice of its decision to all Proposers that submit a Notice of Interest and on the Public University Procurement Website (<https://www2.wou.edu/nora/orpu.bid.home>).

No oral or written instructions or information concerning this RFP from Oregon Tech managers, employees or agents to prospective Proposers shall bind Oregon Tech unless included in an Addendum to the RFP.

4. Protests of the RFP/Specifications: Protests must be in accordance with Oregon Tech Policy Section 580-061-0145. Protests of Specifications must be received in writing on or before 5:00 P.M., PST, on the

date indicated in the Schedule of Events, or within three (3) business days of issuance of any addendum, at the Procurement and Contract Services address or email address as listed in the Contact Information section of the RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

5. Addenda: If any part of this RFP is amended, addendum will be provided on the Public University Procurement Website (<https://www2.wou.edu/nora/orpu.bid.home>), with a copy to all parties who submit the Notice of Interest.

6. Post-Selection Review and Protest of Award: Oregon Tech will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right in the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given three (3) calendar days from the date on the “Notice of Intent to Award” letter to review the file and evaluation report at the Procurement and Contract Services Office and file a written protest of award, pursuant to Oregon Tech Policy Section 580-061-0145. Any award protest must be in writing and must be delivered by hand delivery, mail or email to the address for the Procurement and Contract Services Office as listed in the Contact Information section of the RFP.

Oregon Tech will consider any protests received and:

- (A) reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- (B) sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, Oregon Tech may name a new apparent successful Proposer; OR
- (C) reject all proposals and cancel the procurement.

The Oregon Tech Vice President for Finance and Administration or designee will timely respond to the protest after receipt. This decision shall be final.

7. Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the sole discretion of Oregon Tech.

8. Public Records: proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.” ORS 192.500(1). Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

9. Investigation of References: Oregon Tech reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers and any other factor relevant to this RFP. Oregon Tech may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

10. RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the proposal, cost of attendance at an interview (if requested by Oregon Tech) or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by Oregon Tech.

11. Clarification and Clarity: Oregon Tech reserves the right to seek clarification of each proposal, or to make an award without further discussion of proposals received. Therefore, it is important that each proposal be submitted initially in the most complete, clear and favorable manner possible.

12. Right to Reject Proposals: Oregon Tech reserves the right to reject any or all proposals, if such rejection would be in the public interest, as determined by Oregon Tech.

13. Cancellation: Oregon Tech reserves the right to cancel or postpone this RFP at any time or to award no contract.

14. Proposal Terms: All proposals, including any price quotations, will be valid and firm through a period of sixty (60) calendar days following the Closing Date. Oregon Tech may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

15. Oral Presentations: At Oregon Tech’s sole option, Proposers may be required to give an oral presentation of their proposal to Oregon Tech, a process which would provide an opportunity for the Proposer to clarify or elaborate on the proposal, but will in no material way change Proposer’s original proposal. If the evaluating committee requests presentations, the Issuing Office will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by Oregon Tech. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written proposals should be complete.**

16. Usage: It is the intention of Oregon Tech to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

17. Sample Contract: Submission of a proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms listed in Exhibit A – Oregon Institute of Technology Personal/Professional Services Contract, attached hereto and made a part hereof. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 3 and 4 of the “General Provisions” of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP.

18. Review for Responsiveness: Upon receipt of all proposals, the Issuing Office or designee will determine the responsiveness of all proposals before submitting them to the evaluation committee. If a proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. Oregon Tech reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a proposal. The Proposer's contact person identified on the proposal will be notified, identifying the reason(s) the proposal is non-responsive.

19. Rejections and Withdrawals. Oregon Tech reserves the right to reject any or all proposals or to withdraw any item from the award.

20. RFP Incorporated into Contract. This RFP will become part of the Contract between Oregon Tech and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their proposal(s), and the terms of Exhibit A.

21. Communication Blackout Period. Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee about the RFP until the apparent successful Proposer is selected, and all protests, if any, have been resolved.

22. Prohibition on Commissions. Oregon Tech will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process.

23. Ownership of Proposals. All proposals in response to this RFP are the sole property of Oregon Tech, and subject to the provisions of Oregon Revised Statutes ORS 192.410-192.505 (Public Records Act).

24. Clerical Errors in Awards. Oregon Tech reserves the right to correct inaccurate awards resulting from its clerical errors.

25. Rejection of Qualified Proposals. Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions or specifications of the RFP or the Oregon Tech Sample Contract.

26. Collusion. By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, or employee of Oregon Tech has a pecuniary interest in this proposal.

27. Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from Oregon Tech. Oregon Tech reserves the right to modify the Evaluation Committee make-up in its sole discretion. The committee's recommendations will be forwarded to the Vice President for Finance and Administration, or designee, for final approval.

28. Commencement of Work: The Proposer shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by Oregon Tech.

29. Best and Final Offer: Oregon Tech may request best and final offers from those Proposers determined by Oregon Tech to be reasonably viable for contract award. However, Oregon Tech reserves the right to award a contract on the basis of initial proposal received. Therefore, each proposal should

contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, Oregon Tech may select for final contract negotiations/execution the offers that are most advantageous to Oregon Tech, considering cost and the evaluation criteria in this RFP.

TERM OF CONTRACT

The Contract is expected to begin on or about October 1, 2021, and extend to April 1, 2022, with an option for renewal thereafter, subject to the Contractor's continued successful performance as determined by Oregon Tech. Oregon Tech intends to reserve the right upon thirty (30) days' notice to the Contractor to terminate the Contract for its convenience.

DELIVERY OF PROPOSALS

Proposals may be submitted via two methods.

Method #1: An original hard copy of the complete proposal and an electronic copy (on a compact disk or thumb drive) of the complete proposal must be received on or before 1:00 P.M. PST, September 1, 2021. The envelope/package containing the response must be clearly marked "**Response to RFP #2021-03.**"

Method #2: The complete proposal (including all attachments) may be emailed and must be electronically received by 1:00 P.M. PST, September 1, 2021. **Email subject line must be "Response to RFP #2021-03."** Proposer must telephone and confirm electronic receipt of the complete emailed document(s) with the Procurement and Contract Services Office before the above time and date deadline. Proposals delayed or lost by email system filtering or failures may be considered at Oregon Tech' sole discretion.

It is the responsibility of the Proposer to ensure that proposals arrive by the closing date and time. **NO LATE PROPOSALS WILL BE ACCEPTED, except as set out in Method #2 of "Delivery of Proposals."** Proposals may not be submitted by telephone or fax. Proposals may be hand delivered, mailed, or e-mailed to:

**Mailing Address including
Hand Delivery, UPS, and FEDEX:**

Procurement and Contract Services
3201 Campus Drive
Purvine 288
Klamath Falls, OR 97601-8801

Email:

Purchasing@oit.edu

Proposals will be publicly opened by a designee in the Procurement and Contract Services Office on the Closing Date.

BACKGROUND

Oregon Tech is a growing public, polytechnic university with [two main campuses and other delivery sites](#). Campuses include Klamath Falls, Oregon, a traditional residential campus with the largest student population; Portland-Metro campus in Wilsonville, Oregon, a satellite campus serving a large metropolitan area; and delivery sites in Salem, Oregon at Chemeketa Community College; Seattle, Washington at Boeing; and Scappoose, Oregon at the Oregon Manufacturing Innovation Center R&D. The student population totals five thousand three Hundred Twenty-Five (5,325) across these delivery sites. There are three hundred thirty (330) faculty and staff on the Klamath Falls campus, seventy-nine (79) at Portland-Metro, and twenty (20) on all other sites.

The [student demographics](#) are diverse across our campuses and sites, from first-time freshman to adult learners; from first-generation students to students whose parents are college graduates; from veterans and military affiliated students to students from diverse ethnic and economic backgrounds.

In light of the university's accomplishments and challenges faced over the last 18 months, the Board of Trustees requested the president contract with a third-party to conduct a university climate assessment. The purpose of the assessment is to assure Oregon Tech's organizational climate is aligned with the needs of our students, staff, faculty, and community stakeholders and to position the university to attain its [strategic objectives](#). The assessment will provide a baseline of information which can be used to guide future assessments and inform data-driven decisions. We believe it is essential to learn from both internal and external stakeholders how they experience the university as a place to visit, work, and learn. Only then can we improve educational experiences and healthy environments for students, cultivate and support a sense of value for faculty and staff, and create overall well-being for all stakeholders.

SCOPE OF WORK SUMMARY

Oregon Tech seeks to collect and measure stakeholder perceptions on a variety of topics to create an in-depth understanding of the existing organizational climate. Stakeholders include students, faculty, staff, alumni, administration, community partners, and friends of the institution. The selected contractor will develop appropriate assessment tools and methodology; coordinate any survey processes, including stakeholder engagement; tabulate and analyze results; and prepare an assessment and final report with recommendations for constructive initiatives and action plans to be presented to Oregon Tech.

In its response to the RFP, the contractor shall:

- Describe the proposed process that will be used to assess the organizational climate at Oregon Tech.
- Describe the data collection methods to be used (e.g., surveys, focus groups, interviews, analysis of policies and procedures, and review of archival data). Methods should be replicable to allow tracking of changes over time.
- Describe the protocols used to protect the confidentiality of participants and the storage and security of the data.
- Include a timeline of the proposed assessment process in bar chart form such as the GANTT format.

The consultant shall be responsible for the preparation and collection of all information, including administration of any survey processes; collecting, scoring, and analyzing all data; and reporting the final results to the university.

Section II – Information Required from Proposers

PROPOSAL FORM AND CONTENT

Proposals that do not contain all the information requested in this and other sections may be rejected as non-responsive.

Submission Format

1. The proposal should be written on standard size (8½” x 11”) paper, using generally accessible word processing and document formats conducive to cut-and-paste transfer of information to contracts or other summary documents. MSOffice Suite and Adobe Acrobat documents are preferred.
2. Proposers should structure responses as outlined in this RFP. Proposals should be prepared so that responses are specifically addressed in the same order as the requested information identified below and on the Questionnaire. Pages should be numbered consecutively.

REQUIRED PROPOSAL CONTENT

1. You must complete the **Bidder/Proposer Tax Laws and Non-discrimination Certification** sheet, signed by an authorized company official.
2. The proposal must also include the following:
 - a. **Title Page or Cover Letter.** The title page or cover letter should indicate the date, subject, name of the Proposer, address, telephone number, e-mail address, name and title of the Proposer’s contact person as well as a signature of an authorized official with the authority to negotiate and contractually bind the Proposer.
 - b. **Questionnaire.** Complete and specific answers to the Questionnaire for Proposers. Please respond by restating each question and thereafter providing your answer in order beginning with question 1.
3. **Summary Statement.** The Proposer may, but is not required to, provide a summary statement as to its qualifications, as well as briefly describe (no more than 500 words) any special considerations the Oregon Tech should consider.

EVALUATION CRITERIA

Proposals will be evaluated for completeness and compliance with this RFP. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the proposal is unclear, Proposers may be asked to provide written clarification. **Proposals that do not specifically address the scope of work or do not include the complete proposal content may be rejected.**

Proposals will be evaluated based on the following criteria and questions outlined in the Questionnaire for Proposers:

- | | |
|-----------------------------|-----------|
| 1. Background Information | 30 points |
| 2. Scope of Work | 30 points |
| 3. Cost Summary | 15 points |
| 4. Completeness of Proposal | 15 points |
| 5. References Review | 10 points |

Total Possible: 100 points

Section III – Questionnaire for Proposers

Please submit your responses in order beginning with question 1 by restating the question, then providing your answer. Use additional sheets as necessary. Be specific with names and numbers.

1. Background Information

Each vendor must provide a brief description of its company including the date established, and the organization's experience and history successfully completing similar services for organizations similar in size, scope and nature to Oregon Tech. Firms should provide evidence of the successful completion of at least three such projects. Please provide name, address, and telephone numbers of contact person for such projects.

Identify specific person(s) who would be responsible for the proposed work and include a brief resume for each. Please list references for each person identified including name, address and phone number of an appropriate reference contact person.

Contractor should have significant higher education experience and provide a portfolio of work for similar institutions. Detailed diagnostic methods, strategies, analysis, action/implementation plans, evidence of data collection and analysis skills and expertise, and a cost summary should be included in the proposal. Contractor should be prepared to collect data from stakeholders across all delivery sites, recognizing potential constraints of the academic calendar (November 24-26: Thanksgiving Break; December 7 - January 2: Winter Break; January 27, 2022: Report to Board of Trustees). Detailed explanations of success and case studies will aid Oregon Tech's selection of a contractor that achieves the objectives set forth in this RFP.

2. Scope of Work

Using the Scope of Work as a guide, outline a work plan, with target dates for beginning and completion of essential steps necessary to meet the deadlines.

Oregon Tech seeks to collect and measure stakeholder perceptions on a variety of topics to create an in-depth understanding of the existing organizational climate. Stakeholders include students, faculty, staff, alumni, administration, community partners, and friends of the institution. The selected contractor will develop appropriate assessment tools and methodology; coordinate any survey processes, including stakeholder engagement; tabulate and analyze results; and prepare an assessment and final report with recommendations for constructive initiatives and action plans to be presented to Oregon Tech.

In its response to the RFP, the contractor shall:

- Describe the proposed process that will be used to assess the organizational climate at Oregon Tech.
- Describe the data collection methods to be used (e.g., surveys, focus groups, interviews, analysis of policies and procedures, and review of archival data). Methods should be replicable to allow tracking of changes over time.
- Describe the protocols used to protect the confidentiality of participants and the storage and security of the data.
- Include a timeline of the proposed assessment process in bar chart form such as the GANTT format.

The consultant shall be responsible for the preparation and collection of all information, including administration of any survey processes; collecting, scoring, and analyzing all data; and reporting the final results to the university.

Anticipated Contractor Deliverables:

- Engagement and communication plan to inform stakeholders about timing, processes and results. The plan should specify participation options and encourage engagement across all locations.
- Monthly reports to include a list of activities and outcomes, status of work and planned activities and outcomes anticipated in the following month.
- A detailed report that considers all stakeholders, including students, faculty, staff, alumni, administration, community partners, and friends of the institution. Members of other relevant communities may be added if deemed by contractor to be of importance to this work. In addition to a thorough assessment of collected data, recommendations and action plans will focus on areas in need of improvement. The report shall include but not be limited to:
 - Executive summary
 - A comprehensive narrative of the methodology used to collect and analyze data, and the basis for its credibility and acceptability
 - Assessment and survey background
 - Copy of survey and data collection instruments
 - Profile of respondents (breakdown of stakeholders)
 - Content description and summaries of each survey topic and data collection method
 - Statistical analysis of survey results
 - Action items to improve campus climate
- Contractor will provide two printed copies, along with an electronic copy of the report, including assessment tools, and all data sets in appropriate/accessible formats.
- Contractor will present the report and assessment to Oregon Tech as requested.

3. Cost Summary

Pricing and fee schedules should be on an hourly rate and sufficiently descriptive to facilitate acceptance of a proposal. List the not-to-exceed (NTE) amount you propose for consulting services. Pricing should outline all estimated expenses, such as travel, lodging, printing and mailing, and miscellaneous expenses, which are separately reimbursable.

4. References Review

Provide three references from clients your firm has served in the past three years, including one client that has newly engaged the firm in the past 36 months and one long-term client. Provide the name, address, and phone number of the references. Regional and Higher Education references are preferable.

Section IV – Contract Terms and Required Documents

**Organizational Climate Assessment
RFP #2021-03**

Notice of Interest

Name of Consultant/Firm: _____

Check One:

_____ Yes, this firm will submit a proposal in response to this RFP. Please forward any addenda to the RFP to my attention.

_____ No, this firm does not anticipate submitting a proposal in response to this request.

Comments:

Signature: _____ Date: _____

Print Name: _____

Title: _____ Phone: _____

Address: _____

Email address for contact: _____

Please return this form no later than August 23, 2021 to Purchasing@oit.edu.

**BIDDER/PROPOSER
TAX LAWS AND NON-DISCRIMINATION CERTIFICATION
Organizational Climate Assessment
RFP #2021-03**

I, the undersigned, have read all of the terms and conditions of this Request for Proposals, and I understand that if awarded the contract, I and the firm represented herein shall be bound by its terms and conditions and representations made in this response. I certify that Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

Certified Minority, Women, and Emerging Small Business

For statistical purposes only, please indicate if your firm is an Oregon certified minority, women, or emerging small business: DBE MBE WBE ESB

Certificate of Compliance with Tax Laws

I, the undersigned, (Check one)

- hereby certify under penalty of perjury that I am not in violation of any Oregon Tax laws,
- hereby certify under penalty of perjury that I am authorized to act on behalf of Contractor and to the best of my knowledge; Contractor is not in violation of any Oregon tax laws.

For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620

Business Designation (check one): Corporation Partnership Sole Proprietorship
 Governmental/Non-Profit Limited Partnership Limited Liability Partnership
 Limited Liability Company

Signature: _____ Date: _____
Name: _____ Title: _____
Firm: _____
Address: _____
City/State/Zip: _____ Phone: () _____
e-mail: _____ Fax: _____

Exhibit A

Oregon Tech Sample Contract

[Please see attached.]



OREGON INSTITUTE OF TECHNOLOGY
PERSONAL/PROFESSIONAL SERVICES CONTRACT
CONTRACT #

This Personal/Professional Services Contract ("Contract") is by and between the Oregon Institute of Technology ("Oregon Tech") and ("Contractor"). Oregon Tech's contract representative for this Contract is .

1. Effective Date and Duration. This Contract shall become effective on upon signature of both parties. Unless earlier terminated or extended as provided in this section, this Contract shall expire on ("Initial Term") Oregon Tech shall have the option to extend this Contract beyond the Initial Term (a "Renewal Term" and together with the Initial Term, the "Term") by written notice to the Contractor prior to the end of the Initial Term. Any expiration or termination of this Contract shall not extinguish or prejudice Oregon Tech's right to enforce this Contract with respect to any right that accrued prior to the Contract's expiration or termination, including without limitation: (a) any breach of a Contractor warranty, or (b) any default or defect in Contractor performance that has not been cured.

2. Statement of Work. Contractor will provide the following personal/professional services: as further described in Exhibit A.

3. Consideration. In consideration of the services provided by Contractor, Oregon Tech agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$, during the Initial Term, for accomplishing the work required by this Contract. The foregoing sum shall include any travel and other expense reimbursement authorized in Section 5, Travel and Other Expense, below. If Oregon Tech makes any interim payments to Contractor, such payments shall be made only in accordance with the schedule and requirements outlined in Exhibit A.

4. Terms and Conditions. The terms and conditions of this Contract are contained on the following pages titled "Oregon Institute of Technology Standard Personal/Professional Contract Provisions" (the "Terms and Conditions").

5. Travel and Other Expense. Oregon Tech shall reimburse Contractor for travel and other expenses in accordance with the Oregon Tech Contractor Travel Reimbursement Policy, attached in Exhibit D. Travel and other expense reimbursement under this Contract shall not exceed \$.

6. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Personal/Professional Services Contract (which includes the Terms and Conditions), Exhibits A (Statement of Work), B (Insurance), C (Certification Statement for Independent Contractor), and D (Oregon Tech Contractor Travel Reimbursement Policy).

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing):

Address:

Phone No.:

Email:

MWESB Certification #:

DBE MBE WBE ESB

Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer ID number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

**OREGON INSTITUTE OF TECHNOLOGY
STANDARD PERSONAL/PROFESSIONAL CONTRACT PROVISIONS**

- 1. 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. Oregon Tech, the 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 a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUNDS.** Oregon Tech 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 this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the Oregon Tech's reasonable administrative discretion, to continue to make payments under this Contract.
- 3. 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.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall 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 shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, Oregon Revised Statutes (ORS) 659A.142, and all regulations and administrative rules established pursuant to those laws. 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 Funds from such Contractor responsibilities 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 Oregon Tech official may pay such claim. 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 unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
- 5. DISCLOSURE OF SOCIAL SECURITY NUMBER.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. The number is requested pursuant to ORS 305.385 and Oregon Administrative Rules (OAR) 150-305-100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.
- 6. 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.
- 7. GOVERNING LAW.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim,

action, or suit between Oregon Tech and Contractor that arises out of or relates to the 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 in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

8. **HAZARD COMMUNICATION.** Contractor shall notify Oregon Tech prior to using products containing hazardous chemicals to which Oregon Tech employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Oregon Tech's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
9. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be solely responsible for all damage to property, death, illness, bodily injury, loss, expense (including reasonable attorney's fees and costs), arising or resulting from or in any way related to (a) Contractor's breach of its obligations under this Contract or (b) any act or omission of Contractor, or any of its subcontractors, members, managers, directors, officers, trustees, agents, contractors, or employees. Contractor shall save, defend, indemnify, and hold harmless Oregon Tech and its board members, trustees, directors, officers, agents, contractors, employees, and members (collectively, the "Indemnified Parties") from and against any and all Damage (defined below) or Proceeding (defined below), arising or resulting from or in any way related to a Claim (defined below). The term "Damage" means any and all damage to property, death, illness, bodily injury, demands, losses, damages, liabilities, or expenses, including, without limitations, attorney's fees and costs, however incurred, including at trial, mediation, arbitration, in any bankruptcy proceeding, on appeal, and any petition for review. The term "Proceeding" means any and all third-party claims, suits, actions, and proceedings, of any kind or nature, including, without limitation, any lawsuit, mediation, arbitration, bankruptcy proceeding, appeal, or any petition for review. The term "Claim" means (a) Contractor's breach of its obligations under this Contract, (b) any act or omission of Contractor, its subcontractors, members, managers, directors, officers, trustees, agents, contractors, or employees, or (c) any material breach of a representation or warranty of Contractor contained in this Contract or related to this Contract or the work to be provided or actually provided by Contractor under this Contract. Contractor's obligations under this Paragraph shall survive the expiration or termination of this Contract for any reason.

In the event any Proceeding is brought against any of the Indemnified Parties by reason of any Claim, upon the request of Oregon Tech, Contractor shall resist or defend such Proceeding with counsel satisfactory to Oregon Tech, and Oregon Tech agrees to thereafter reasonably assist, at Contractor's expense, in such defense. Thereafter, Contractor shall have control of the defense and settlement thereof, but neither Contractor nor any attorney engaged by Contractor shall defend the Proceeding in the name of Oregon Tech, settle any portion of the Proceeding, nor purport to act as legal representative of Oregon Tech, without the prior written consent of Oregon Tech. At any time Oregon Tech may, at Contractor's expense, provide its own defense or assume its own defense from Contractor if Oregon Tech reasonably determines that (a) Contractor is prohibited from defending Oregon Tech, (b) Contractor is not adequately defending Oregon Tech's interests, or (c) an important governmental principle is at issue. If Contractor has assumed and is diligently proceeding with Oregon Tech's defense, Oregon Tech may settle any Proceeding (a) at Contractor's cost, only if Contractor consents to or approves such settlement, or (b) at Oregon Tech's cost, without Contractor's consent or approval. Contractor's obligations under this Paragraph shall survive the expiration or termination of this Contract for any reason.

10. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although Oregon Tech reserves the right to determine

and modify the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, Oregon Tech cannot and shall not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of Oregon Tech for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Oregon Tech provides its employees. Contractor shall 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, Contractor: (a) is engaged as an independent contractor and shall be responsible for any Federal or State taxes applicable to this payment; (b) will not be eligible for any Federal Social Security, State Worker's Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (c) is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and shall not be under the direction and control of Oregon Tech; (d) is not currently employed by the Federal Government and the amount charged does not exceed the normal charge for the type of service provided if payment is to be charged against Federal funds; and (e) must furnish Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal withholding tax. Oregon Tech shall 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. Any persons employed or engaged by Contractor in connection with the performance of services under this Contract shall be Contractor's employees or contractors and Contractor shall be fully responsible for them and indemnify Oregon Tech against any claims made by or on behalf of any such employee or contractors.

11. **INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. 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 "Oregon Institute of Technology and its trustees, 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 twenty-four (24) months.
12. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to Sections 15(a) or 23(b), neither party shall be liable for any indirect, incidental, consequential, or special damages under this Contract or any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
13. **NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, if to Contractor to the address listed in the "Contractor Data & Certification" Section of this Contract or if to Oregon Tech, to Procurement, Contracts, and Risk Management, 27500 SW Parkway Avenue, Wilsonville, Oregon 97070. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication or notice sent by facsimile shall be deemed to be given on the date sent by facsimile (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient.
14. **OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract ("Work Product") is the exclusive property of Oregon Tech. Oregon Tech and Contractor intend that such Work Product be deemed "work made for hire" of which Oregon Tech shall be deemed the author. If for any reason the Work Product is not deemed "work for hire", Contractor hereby irrevocably assigns to Oregon Tech all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or

trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Oregon Tech may reasonably request in order to fully vest such rights in Oregon Tech. Contractor forever waives any and all rights relating to the Work Product, 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.

- 15. REPRESENTATIONS AND WARRANTIES.** (a) Contractor's Representations and Warranties. Contractor represents and warrants to Oregon Tech that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work; and (5) any software products delivered under this Contract that process date or date related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century. (b) Warranties Cumulative. The warranties set forth in this Section 15 are in addition to, and not in lieu of, any other warranties provided.
- 16. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the Section titled "Effective Date and Duration," and Sections 1, 7, 9, 10, 12, 14, 15, 16, and 23.
- 17. 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.
- 18. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from Oregon Tech. In addition to any provisions Oregon Tech may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 9, 14, 27, and 30 as if the subcontractor were the Contractor. Oregon Tech's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 19. SUCCESSORS IN INTEREST.** Subject to the above restriction on subcontracts and assignments, the provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 20. TAX COMPLIANCE CERTIFICATION.** Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge Contractor is not in violation of any of the tax laws described in ORS 305.380(4), which include a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620. If this Contract is executed, this information will be reported to the Internal Revenue Service (IRS). Information not matching IRS records could subject Contractor to backup withholding.
- 21. TERMINATIONS.** (a) This Contract may be terminated at any time by mutual consent of the parties, or by Oregon Tech for convenience upon thirty (30) days' written notice to the Contractor. (b) In addition, Oregon Tech may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the Oregon Tech, if (1) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or Oregon Tech is prohibited from paying for such work from the planned funding source; or (2) 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. (c) This Contract may also be immediately

terminated by Oregon Tech for default (including breach of Contract) if (1) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (2) 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 notice from Oregon Tech, fails to correct such failure within ten business days.

- 22. TERMINATION DUE TO NONAPPROPRIATION OF FUNDS.** If sufficient funds are not provided in future legislatively approved budgets of Oregon Tech (or from applicable Federal, state, or other sources) to permit Oregon Tech in the exercise of its reasonable administrative discretion to continue this Contract, or if Oregon Tech or the program for which this Contract was executed is abolished, Oregon Tech 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, Oregon Tech may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.
- 23. REMEDIES.** (a) In the event of termination pursuant to Sections 21(a), (b)(1), or 22, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by Oregon Tech, less previous amounts paid and any claim(s) which Oregon Tech has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 23(a), Contractor shall pay any excess to Oregon Tech on demand. (b) In the event of termination pursuant to Sections 21(b)(2) or (c), Oregon Tech shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 21(b)(2) or (c), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 21(a). (c) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Oregon Tech expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Oregon Tech all documents, information, works-in-progress, and other property that are or would be deliverables had the Contract work been completed. Upon Oregon Tech's request, Contractor shall surrender to anyone Oregon Tech designates, all documents, research, objects or other tangible things needed to complete the work.
- 24. NO THIRD PARTY BENEFICIARIES.** Oregon Tech 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 persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 25. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.
- 26. FOREIGN CONTRACTOR.** If the 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. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 27. FORCE MAJEURE.** Neither Oregon Tech 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, Oregon Tech'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. Oregon Tech may terminate this Contract upon written notice to Contractor after reasonably determining that the failure or delay will likely prevent successful performance of this Contract.
- 28. WAIVER.** The failure of Oregon Tech to enforce any provision of this Contract shall not constitute a waiver by Oregon Tech of that or any other provision.

- 29. **RECYCLING.** In the performance of this Contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper.
- 30. **FERPA.** The Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g, applies to education records of individual students held by Oregon Tech. If Contractor has access to personally identifiable education records, it shall not disclose them to anyone, except as required or allowed by applicable law. Contractor and Oregon Tech shall comply with all applicable statutes and rules related to FERPA and education records.
- 31. **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 AND ALL NECESSARY STATE APPROVALS HAVING BEEN OBTAINED. 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 THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

Certification: I, under penalties of perjury, do hereby certify that (a) to the best of my knowledge, Contractor is not in violation of any Oregon Tax Laws as identified in Section 20; (b) agree to perform the Work required by **Exhibit A** in accordance with the terms and conditions of this Contract; (c) certify that I am an independent contractor as defined in ORS 670.600; (d) certify that I am authorized to act on behalf of Contractor; and (e) the statements contained in **Exhibit C** attached hereto are true and correct.

CONTRACTOR AND OREGON TECH SIGNATURES

Oregon Institute of Technology

Signature **Date**

Signature **Date**

Print Name

Print Name

Title

Title

EXHIBIT A
STATEMENT OF WORK

Contractor shall

Contractor agrees that it and its employees will comply with the Oregon Tech Tobacco and Marijuana Free Campus Policies.

CONSIDERATION

- a. [Consideration Rates – Fixed Fee, T&M (list hourly rates and explain authorized expenses)]
- b. Payment for all work performed under this Contract shall be subject to the provisions of Oregon Tech Policy 580-061-0050 and shall not exceed the total maximum sum of \$[AMOUNT] during the Term. Invoices may be submitted to: Oregon Institute of Technology, Accounts Payable – Snell Hall, 3201 Campus Drive, Klamath Falls, OR 97601-8801 or BAO-baoapay@oit.edu
- c. Unless otherwise specified, Contractor shall submit monthly invoices for work performed. Payments shall be made to Contractor following Oregon Tech’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and Oregon Tech will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- e. Oregon Tech shall reimburse Contractor for travel and other expenses in accordance with the Oregon Tech Contractor Travel Reimbursement Policy, attached in **Exhibit D**. Such travel and other expense reimbursements shall be included in the Contract not-to exceed amount indicated in Section 3, Consideration, and shall not be in addition to such not-to exceed amount.

EXHIBIT B
INSURANCE

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by Oregon Tech of Contractor with one or more workers, as defined by ORS 656.027.

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 either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by Oregon Tech Not required by Oregon Tech.

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by Oregon Tech Not required by Oregon Tech.

General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 for each claim, incident or occurrence, with an annual aggregate limit of \$4,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by Oregon Tech Not required by Oregon Tech.

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$500,000 for each claim, incident or occurrence, with an annual aggregate limit of \$1,000,000 for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish an endorsement from the insurance company naming the "Oregon Institute of Technology, its trustees, officers and employees" as additional insureds with respect to the work of this Contract. Insuring companies or entities are subject to Oregon Tech acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to Oregon Tech. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to Oregon Tech at the following address: Procurement, Contracts, and Risk Management, 27500 SW Parkway Avenue, Wilsonville, Oregon 97070 or RiskManagement@oit.edu.

EXHIBIT C

CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent and meets the following standards:

1. Registered under ORS Chapter 701 to provide services for which such registration is required.
2. Filed all federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for services performed as an independent contractor in the previous year.
3. Furnish the tools or equipment necessary for the contracted labor or services.
4. Authority to hire and fire employees who perform the labor or services.
5. Represent to the public that the services are to be provided by independently established business as four (4) or more of the following circumstances exist. **Check four or more of the following:**
 - _____ A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
 - _____ B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership;
 - _____ C. Telephone listing is used for the business that is separate from the personal residence listing.
 - _____ D. Services are performed only pursuant to written contracts.
 - _____ E. Services are performed for two or more different persons within a period of one year.
 - _____ F. I assume financial responsible for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the services to be provided.

Contractor Signature _____ Date _____

EXHIBIT D
OREGON TECH CONTRACTOR TRAVEL REIMBURSEMENT POLICY
Rates Effective May 17, 2021

Category	Rate Summary	Policy
Instate Travel: Meal per diem \$60.00 B = \$15.00 L = \$15.00 D = \$30.00	All Oregon Cities Meals \$60.00 Lodging* \$138.00 *Actual, up to rate	<ul style="list-style-type: none"> • The per diem equals the federal rate using the <i>IRS's High-Low Substantiation Method</i>. All Oregon cities are currently Low Cost Cities. • No receipts are required for meals and incidental expenses (these are reimbursed on a per diem basis). • If meals are provided at the meeting or event, no meal per diem is allowed. • No meal per diem is allowed on one day trips. • Lodging tax is reimbursed as a miscellaneous expense.
Out-of-State, and Continental US Travel: High meal per diem \$71.00 B = \$17.75 L = \$17.75 D = \$35.50 Low meal per diem \$60.00 B = \$15.00 L = \$15.00 D = \$30.00	See list of High Cost Cities	<ul style="list-style-type: none"> • The per diem equals the federal rate using the <i>IRS's High-Low Substantiation Method</i>. • No receipts are required for meals and incidental expenses (these are reimbursed on a per diem basis). • If meals are provided at the meeting or event, no meal per diem is allowed. • No meal per diem is allowed on one day trips. • Lodging tax is reimbursed as a miscellaneous expense.
Non-Continental US and Overseas Non-Foreign Areas (Alaska, Hawaii, Guam, etc.)	Contractor travel to these locations is minimal and the federal tables are complicated. Call for per diem rates.	<ul style="list-style-type: none"> • Contact Oregon Tech Office Business Affairs at 541-885-0567 for current per diem rates for these locations. • If meals are provided at the meeting or event, no meal per diem is allowed. • Lodging tax is reimbursed as a miscellaneous expense for Alaska, Hawaii, Puerto Rico, and US possessions. Lodging tax is included in the per diem for foreign travel. • No receipts are required for meals and incidental expenses.
Mileage for Private Vehicle:	\$0.56 per mile.	<ul style="list-style-type: none"> • Mileage can be calculated one of 3 ways: <ul style="list-style-type: none"> ○ Mileage Chart (see Excel file) ○ Actual mileage (from the odometer) ○ Mapping software (e.g., mapquest.com) • Mileage cannot be claimed in addition to fees for rented vehicles and fuel expenses for a rented vehicle. • Mileage not reimbursable unless one way trip exceeds 25 miles from origin to destination.

Pro-ration of meals for partial days involving an overnight stay: Meal per diems for initial day of travel and final day of travel will be based on the following schedule based on departure and arrival times:	INITIAL Day of Travel – Leave:	Prior to 7:00 am	7:00 am to 12:59 pm	1:00 pm and after
	Meal Allowance	Breakfast, Lunch, Dinner	Lunch, Dinner	Dinner
	FINAL Day of Travel – Return:	Prior to Noon	12:00 noon to 5:59 pm	6:00 pm and after
	Meal Allowance	Breakfast	Breakfast, Lunch	Breakfast, Lunch, Dinner

Rented Vehicles: Vehicle rental reimbursements will only be for compact and economy cars and their equivalent green class. Liability insurance issued through the vehicle rental company may be reimbursed. Other classes of vehicles may be rented for circumstances that are approved in advance by the contract representative for reasons that include space requirements or inclement weather conditions. Receipts are required.

Airfare: Only economy rate airfare, plus mandatory taxes and fees, will be reimbursed. Receipts are required.

Ground Transportation: Taxicab, train (coach or business class only), and airport shuttle fees will be reimbursed. Receipts are required if over \$25.00 per item.

Incidental Expenses: Incidental expenses are combined with the meal per diem rate and will not be separately reimbursed. Incidental expenses include, but are not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and gratuities for services, such as for waiters, taxi drivers, and baggage handlers.

Miscellaneous Expenses: The miscellaneous expenses that can be reimbursed include: fuel expenses for a rented vehicle, parking, tolls, lodging taxes, and checked baggage for up to 2 standard-weight bags. Other miscellaneous expenses can be reimbursed only if approved in advance by the contract representative. All miscellaneous expenses must be itemized. Receipts are required if over \$25.00 per item.

Hosting Expenses: If the scope of work in your contract authorizes reimbursement for hosting expenses, all expenses must be authorized prior to incurring costs. Contact the contract representative for allowable expenses.

Travel reimbursement rates may periodically change. Contractor shall be responsible for ensuring that travel reimbursement requests are in accordance with the rates in effect at the time the expense was incurred. The current travel reimbursement rates may be found at <http://www.oit.edu/faculty-staff/purchasing-contracting>.

Oregon Tech prefers that requests for travel reimbursement be made by completing the Contractor’s Travel Reimbursement Request.