



REQUEST FOR PROPOSALS #FP-2024-01

EOU FIRE SUPPRESSION SYSTEM INSPECTIONS

ISSUE DATE: JANUARY 8, 2024

OPTIONAL WORKSITE WALK-THROUGH:

Thursday January 18, 2024 at 9:00 AM
EOU Facility Administration Offices
One University Blvd, La Grande, OR 97850

PROPOSAL DUE DATE & TIME

Friday, February 5, 2024 at 3:00 PM via email
submission to ProposalsFP@eou.edu
with "Proposal: FP-2024-01" in the subject line

REQUEST FOR CLARIFICATIONS OR CHANGE OR PROTEST DOCUMENTS:

Must be received in writing by January 19, 2024, 3:00 PM

PROJECT NUMBER FP-2024-01

Eastern Oregon University is seeking Proposals for the Fire Suppression System Inspections described below pursuant to this REQUEST FOR PROPOSALS (RFP). By submitting a Proposal, the Offer represents that they have carefully read the terms and conditions of this RFP, including all attachments and addenda, and agrees to be bound by them.

Contract Administrator

Don Adams, Trades Maintenance Supervisor
EOU Facilities & Planning Department
Phone: (541) 962-5469
Email: dadams@eou.edu

RFP Administrator

Lowann Vanleuven, F&P Business Manager
EOU Facilities & Planning Department
Phone: (542) 962-3020
Email: lvaneluven@eou.edu

It is the Offeror's responsibility to continue to monitor the ORPU.org website for Addenda. Failure to acknowledge any Addenda in the Transmittal Letter may cause your Bid to be considered non-responsive.

[EOU Policy 3.15.01 – Procurement and Contracting of Goods and Services](#) govern this solicitation unless otherwise referenced in this or stated.

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1. **SECTION 1: GENERAL INFORMATION**

EOU reserves the right to reject any and all Proposals received as a result of this RFP. EOU's Procurement Policy 3.15.01 governs the procurement process for EOU.

1.1. General Eastern Oregon University (EOU) is seeking proposals from firms interested in providing Fire Suppression System services to 14 buildings with wet and/or dry systems and 3 cleaning agent systems.

EOU is in La Grande, Oregon (population 13,200) and educates approximately 1,450 undergraduate students on campus. The campus is approximately 108 acres and is south of downtown La Grande.

This RFP is a single step procurement process. This RFP incorporates the terms, definitions, and schedules and any Addenda issued thereto; however, to the extent that the RFP conflicts with and any Addenda thereto, the RFP shall prevail and shall be considered an addendum to previously published information. Offerors must submit their Proposals pursuant to the schedule set forth in this RFP. This RFP is not an offer to enter into a contract but is merely a solicitation of entities interested in submitting a Proposal to the Owner for the Project. Exhibits remain current and valid.

1.2. Funding These services are funded by EOU Education & General (E&G) funds and Auxiliary funds.

1.3. Procurement Schedule The following is a revised Procurement Schedule. The Owner reserves the right to modify the schedule via Addenda.

Table 1.1 –Procurement Schedule

Date	Activity
January 8, 2024	Issue RFP
January 18, 2024	Optional Worksite Walk-Through at 9:00AM
January 19, 2024	Last for Protest of Proposal Specifications and Request for Clarifications
January 23, 2024	Deadline for Contractor Questions
January 26, 2024	Deadline for EOU Response to Questions
February 5, 2024	Proposal Due Date, 3:00PM
February 7, 2024	Notice of Intent to Award Issued

1.4. Contract Term The term for the contract term awarded to this RFP shall be for a period of 4 years with the option for up to two 1-year extensions at EOU's sole discretion. The services must be completed before June 30th of each calendar year for the required annual, 3-yr cycle, and 5-year cycle.

1.5. Contract Scope The Contract Scope of Services is provided in Attachment A to this RFP.

1.6. Contract Agreement The EOU Agreement is provided in Attachment B to this RFP.

1.7. 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 Facilities & Planning Department, prior to the closing deadline. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

1.8. Requests for Clarification and Request for Change: Proposer may submit questions regarding this RFP.

All questions or contacts with Eastern Oregon University with regards to this RFP must in writing to Facilities Business Manager, Lowann Vanleuven email lvleuven@eou.edu.

Request for clarifications and/or changes shall be emailed to the contact person and must include the reason for the change and any proposal changes to the requirements.

The purpose of this requirement is to permit EOU to correct, prior to the opening of Proposals, the RFP terms or technical specifications that may be unlawful, imprudent, or unjustifiably restrict competition.

EOU will consider all requested changes and, if appropriate, amend the RFP. EOU will provide reasonable notice of its decision to all Proposers on the Public University Procurement website (www.orpu.org) and the Oregon Buys website.

It is the responsibility of each firm to visit the website and download any addenda to this RFP. No information received in any manner different than as described herein shall serve to change the RFP in any way, regardless of the source of the information.

1.9. Protest of the RFP/Specifications: Protests must be in accordance with EOU Procurement Policy 3.15.01.

Protests of the RFP/specifications must be received via email on or before 5:00 PM within three business days of issuance of any addenda, at the email address listed in the Contact Information. Protests may not be faxed. Protests of the RFP/specifications must include a reason for the protest and any proposed changes requirements.

1.10. Addenda: : If any part of this RFP is amended, addendum will be provided on the Public University procurement website (www.orpu.org) and the Oregon Buys website

1.11. Post-Selection Review and Protest of Award: EOU will name the highest ranked Proposer the apparent successful Proposer via a Notice of Intent to Award. Identification of the apparent successful Proposer is procedural only and creates no right in the named Proposer to award the contract.

NOTE: EOU reserves the right to award multiple contracts to more than one Contractor at EOU's sole discretion.

Competing proposers will be notified via email 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 to file a written protest of award, pursuant to with EOU Procurement Policy 3.15.01. Any award protest must be in writing and delivered by hand, mail, or email to the address listed in the Contact Information.

EOU will consider any protest received and;

- (a) Reject all protests and proceed with the final evaluation and/or contract negotiations with the apparent successful Proposer and, pending the satisfactory outcome of any 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 EOU procurement policy; thereafter, EOU may name a new successful Proposer; or
- (c) Reject all Proposers and cancel the procurement.

The EOU Vice President for Finance and Administration or Director of Facilities & Planning will timely respond to the protest after receipt. Their decision shall be final.

1.12. 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, and EOU will then commence negotiations with the next highest ranked Proposer. This time period may be extended at the option of EOU

1.13. Public Records & Proprietary Information: Proposals are deemed confidential until the Notice of Intent to Award is issued. This RFP and one copy of each original Proposal received, together with all copies of all documents pertaining to the award of a contract, will be kept and made part of a file or record which will be open to public inspection. Any information submitted through this RFP process shall be a public record. However, during the evaluation period, the proposals shall be considered confidential information. If any proposal contains information that is considered a trade secret under ORS 192.501(2), each sheet containing proprietary information shall be marked as follows:

“This data constitutes a trade secret and shall not be disclosed except in accordance with Oregon Public Records Law, ORS chapter 192.”

EOU accepts no liability for the inadvertent or unavoidable release of any confidential information submitted, and claims arising out of any public record request for such information shall be at the consultant’s expense.

Identifying the proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret.

1.14. Investigation of References: EOU reserves the right to investigate all references in addition to those supplied references and will 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 work products on schedule, its lawful payment of subconsultants and employees and any other factor relevant to this RFP. EOU may postpone the award or execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

1.15. RFP Proposal Preparation Costs and Other Costs: All costs for preparing the Proposals, attendance at interviews (if applicable and/or requested by EOU), and other efforts and materials in pursuit of this RFP are the responder’s responsibility, and will not be reimbursed in any manner by EOU.

1.16. Clarification and Clarity: EOU 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.

1.17. Right to Reject Proposals: EOU reserves the right to reject any or all Proposals, if such rejection would be in EOU’s best interest, as determined by EOU.

1.18. Cancellation: EOU reserves the right to cancel or postpone this RFP at any time or to award no contract.

1.19. Oral Presentation: At EOU’s sole option, Proposers may be required to give an oral presentation of their Proposals to EOU, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change the Proposer’s original Proposal. If the evaluating committee requests presentations, the Facilities & Planning Department will schedule the time and location for the presentation. Any costs of participating in such presentations will be borne solely by

the Proposer and will not be reimbursed by EOU. Note: Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, *written Proposals should be complete.*

1.20. Constructions Contracts: Submission of a Proposal in response to this RFP indicates the Proposer's willingness to enter into a contract containing substantially the same terms listed in this RFP. Reasonable modifications may be considered during the contract negotiation phase

1.21. 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 a significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. EOU 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 Proposer is non-responsive. One copy of the Proposal will be archived and all others discarded

1.22. Rejections and Withdrawals: EOU expresses the right to:

1. Reject any and all Proposals.
2. To assign any work to any respondent that it enters into price agreement with based on EOU's discretionary determination as to which responder is best suited to perform the work.
3. EOU reserves the right to award multiple contracts to more than one Contractor at EOU's sole discretion.

Publishing this proposal does not commit EOU to any contract, project award, or financial obligation to any of the respondents. EOU reserves the right to use whatever means it considers appropriate and prudent when selecting which firm is selected or determining when subsequent proposals are deemed necessary.

1.23. RFP Incorporation into Contract: This RFP will become part of the contract between EOU and the selected Proposer(s). The Proposer(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the and contracting

1.24. 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.

1.25. Prohibition on Commissions: EOU will contract directly with the persons/entities capable of performing the requirements of this RFP. Entities must be represented directly. Participation by brokers or commissioned agents will not be allowed.

1.26. Ownership of Proposals: All proposals in response to this RFP is the sole property of EOU, and subject to the provisions of Oregon Revised Statutes ORS 192.410 – 192.505 (Public Records Act).

1.27. Clerical Errors in Awards: EOU reserves the right to correct inaccurate awards resulting from clerical errors.

1.28. Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any terms, conditions, or specifications of the RFP or the EOU sample contract.

1.29. 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 is fair and without

collusion or fraud. Proposers certify that no officer, agent, or employee of EOU has a pecuniary interest in this Proposal.

1.30. Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from EOU. EOU reserves the right to modify the Evaluation Committee make-up in its sole discretion. The committee recommendations will be forwarded to the Director of Facilities, Vice President of Finance & Administration, or designee for final approval.

1.31. Commencement of Work: The selected Proposer shall commence no work until all insurance requirements have been met, the Protests of Awards deadline passes, any protests have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by EOU. Any visits, scoping efforts, etc. by the successful Proposer prior to a fully executed contract is at the sole discretion of the Proposer, is considered pre-contract services and is not reimbursable.

1.32. Local, State, and Federal Requirements: Work under this contract may be funded in part, or in its entirety, with federal, state, and EOU funds. The selected respondent(s) shall comply with all federal, state, and local laws, executive orders and ordinances applicable to work under this contract, including, without limitation to ORS 279 A, B, & C. In addition, the responders agree to comply with: (i) Title VI of the Civil Right Act of 1964; (ii) Section V of the Rehabilitation Act of 1973, (iii) the Americans with Disabilities Act of 1991 and ORS 659.425, (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Responder is subject to the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires provisions of Worker's Compensation coverage for all employees working under any contract resulting from this RFP. The City's programs, services, employment opportunities and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, disability or political affiliation.

1.33. Tax ID Numbers: Proposers must provide their Federal and State of Oregon Taxpayer ID Number.

1.34. Certification of Compliance with Tax Laws : By submission of the proposal, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of CM/GC, that CM/GC, as part of its proposal, has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that CM/GC is, to the best of the undersigned's knowledge, not in violation of any Oregon or Federal Tax Laws.

1.35. Project Termination: Eastern Oregon University is seeking to award a contract to a Construction Manager/General Contractor for the preconstruction and all construction phases; however, Eastern Oregon University reserves the right to terminate the Project or contract during any phase in the Project.

2. SECTION 2: RFP PROCUREMENT PROCESS

To be responsive to the RFP, Offerors must submit responsive Proposals and participate fully in the following RFP Procurement Process

2.1. Optional Worksite Walk Through

2.1.1. An Option Worksite Walk Through will be held on Thursday, January 18, 2024 at 10:00AM and will begin at EOU Facilities Administration Offices.

2.1.2. Offeror will have an opportunity to view the water based fire suppression in each building and the three (3) clean agent fire suppression systems. Refer to Attachment D for the Building Inventory Document.

2.1.3. Offerors may ask questions during the Site Walk Through; however, Offerors may not rely on any information provided orally during the Mandatory Site Walk Through unless such information is provided in writing as an Addendum to this RFP.

2.2. Proposed Changes in the Contract Agreement

2.2.1. Submission of a Proposal pursuant to this procurement is a representation by the Offeror that it has reviewed the Contract Agreement.

2.2.2. Prior to the date set forth in the schedule, Proposer may propose changes to the Contract Agreement. The Owner's goals in requesting such proposed changes are: i). to discover provisions in the Contract Documents that unnecessarily increase the cost of the Project, not adequately protect risks via insurance or sureties, uncover contract provisions that are not insurable, or complicate the performance of the Work, and ii). to identify contract provisions and commercial terms the Proposer intends to negotiate if selected. Therefore, with every proposed change, Offerors must include the following information:

- The document and section number; Proposed alternate language; An explanation for the requested change; and Any impact the requested change has on any commercial term in the Contract Agreement.

2.2.3. The Owner reserves the right to reject any and all proposed changes and to accept any proposed change to the Contract Agreement via Addendum to the RFP. The Owner also reserves the right to negotiate such provisions with the selected Proposer(s). If a suggested change is rejected, the selected Proposer may negotiate the same change during contract negotiations without bias.

2.3. Written Proposal

Offerors shall submit the Written Proposal pursuant to the instructions set forth herein at or before the time set forth in the schedule. Offerors are encouraged to *be brief and concise*, focusing on the concerns of the Owner as set forth below in submitting their Proposal. Offerors will submit Price pursuant to the instructions set forth in Attachment C. Price Proposals shall be based on the RFP and as amended by any Addenda. The intent of the Price Proposal is to:

- Establish a Fee to conduct services necessary for the NFPA required 5-year cycle inspections before June 30, 2024.
- Establish a Fee to conduct the NFPA annual inspections from Year 1 to Year 4 of the contract term. (Year 1 of the contract term includes the 5-year cycle inspection and the required remaining annual cycle inspection.
- Establish itemized breakdown of hourly repair and service call rates for both scheduled and emergency.

Offerors shall keep all elements of their Price Proposals open for sixty (60) days after submission of their Proposal. Offerors shall be entitled to rely on the written information provided by the Owner in the RFP and any Addenda in developing their Proposal. By submitting a Proposal, the Offeror represents and warrants that it will enter into a negotiated Agreement set forth in Attachment B.

2.4. Selection of Preferred Offeror

2.4.1. The Owner will evaluate each Offeror pursuant to the selection criteria and weights established herein. The Owner will determine the Preferred Offeror and notify all Offerors in writing of its determination. The “Preferred Offeror” is the Offeror that the Owner determines achieves the apparent “Best RFP Ranking.”

2.4.2. At the Owner’s discretion, the Owner will initiate negotiations with the Preferred Offeror. If the Owner cannot reach agreement with the Preferred Offeror, the Owner shall cease negotiations with the Preferred Offeror and provided that such negotiations are terminated in writing, shall initiate negotiations with the next ranked Offeror. The Owner shall continue with this process with each such Offeror until it reaches agreement or cancels the procurement. Offerors should not anticipate or expect that any portion of the proposed Contract will be changed or modified. By submitting a Proposal pursuant to the RFP, the Offeror represents and warrants that it will enter into contract negotiations provided by the Owner subject to the terms set forth in its Proposal.

EOU reserves the right to award multiple contracts to more than one Contractor at EOU’s sole discretion.

2.5. Selection De-Briefing

2.5.1. All Offerors may request a de-briefing from the Owner with respect to the Procurement; however, the Owner shall conduct no such de-briefing until it has either reached an agreement on the Project or canceled the Procurement.

3. SECTION 3: PROPOSAL REQUIREMENTS

3.1. Submittal Process

3.1.1. Offerors must submit the Written Proposal and Price Proposal electronically. Hard copy submittals will not be accepted. Submissions must be delivered through email in searchable PDF format, to Lowann VanLeuven, ProposalsFP@eou.edu, (office 541-962-3020) and must be electronically received by **3:00PM Pacific Time, Friday, February 5, 2024.**

3.1.2. The Written Proposal shall include the proposal and all required attachments in one email with subject line, **RFP #FP-2024-01”.**

3.1.3. Offerors are responsible for ensuring timely delivery of submittals. Offerors should telephone and confirm electronic receipt of the completed email document(s) before the time and date above. Proposals delayed or lost by email filtering systems or failures, may be considered at EOU’s sole discretion.

3.1.4. Formatted in single searchable .pdf format.

3.1.5. Late submittals will not be evaluated.

3.2. Evaluation and Ranking of Offerors

In the evaluation and ranking of Offerors, the Owner will consider the information submitted in the Written Proposals with respect to the evaluation criteria set forth in the RFP. The result of the evaluation will be a comparative ranking of Offerors.

To select and evaluate Offerors, the evaluation criteria will be given the following relative weights:

Table 3.1 – Proposal Scoring

Proposal	Points
Knowledge of Buildings & Inspection Requirements	40
Previous Experience & References	20
Price Proposal (see Attachment C).	40
Total	100

The Price Proposal with the most competitive fees will be awarded the maximum points available – for those similar services offered only (i.e. Some offer's may only include annual inspections, others may include both 5 year and annual inspections). Other Offeror's will receive a score that is calculated by dividing the most competitive fee by their fee and multiplying the result by the total score available. The Owner has the final authority to determine the best interest of EOU and may reject any or all Written/Price Proposals.

3.3. Proposal Content & Requirements

The Proposal must be brief and concise, focusing the discussions to the following sections.

3.3.1. Cover Letter

Offeror's must include a cover letter that summarizes the firm, expertise, qualifications, and contact information for the work, including Key Personnel. Include Federal and State tax ID numbers.

3.3.2. Knowledge of Buildings, Required Scope, and Inspection Requirements

Describe the Offeror's knowledge of EOU's buildings, their systems, approach to conducting the required inspections, and your proposed Inspection, Testing, & Maintenance Report. Offerors must address the following:

- The firm's knowledge of the water based and cleaning agent fire suppression systems within EOU's campus and your approach demonstrating compliance with all NFPA inspection and testing requirements.
- Provide a proposed Inspection, Test, or Service Report for the water based and the cleaning agent based systems.
- Provide an anticipated schedule to provide the required 5-yr cycle and annual inspections before June 30, 2024.
- Provide your firm's response time to EOU's campus for emergency repairs.

3.3.3. Previous Experience & References

Describe your firm's experience with NFPA inspections for higher education institutions in the State of Oregon.

Select three clients to provide as examples and references. List the size, scope, and complexity of each example. Provide current contact information for the references and verify that the references identified had direct contact with your team members identified in this proposal.

RFP ATTACHMENT A – SCOPE OF SERVICES

1. SCOPE

Wet and Dry Water Based Fire Suppression Systems including sprinklers, standpipe, valves, backflow devices, and all other devices associated with fire protection system with EOU's campus.

Cleaning Agent Fire Suppression System and all devices associated with protection system of EOU's three (3) cleaning agent fire project system with EOU's campus.

Work shall include the following:

- Contractor shall provide all labor, supervision, parts, tools, equipment, transportation, and all effort necessary to perform said services.
- All work shall be performed in accordance with the most recent versions of the National Fire Protection Association (NFPA 25 and NFPA 2001), Underwriters Laboratories, Inc., and the National Electrical Code.
- Contractor shall provide uniforms and ID badges for all employees working on Eastern Oregon University property. No employee of the Contractor will be allowed on Eastern Oregon property out of uniform or without an ID badge.
- Annual & 5 Year cycle inspection, testing, and service tagging of wet and dry standpipe systems, hose connections, and pressure reducing valve, in accordance with NFPA 25 and the authority having jurisdiction requirements. Note:
 - Inlow Hall is under construction and is not included in this contract for the 5-year cycle and is only included in the annual inspection and testing of Year 2 of this contract.
 - EOU Fieldhouse was first occupied in 2023 and is only included in the annual inspection and testing in Years 1, 2, 3 of this contract. Year 4 of this contract requires the 5 year cycle requirements for the Fieldhouse only.
- Annual & 5 Year cycle inspection, testing, and service tagging of cleaning agent fire suppression system and all associated devices, in accordance with NFPA 2001 and the authority having jurisdiction requirements.
- Weekly, Monthly, Semi-Annual cycle inspections as required by NFPA 25 and NFPA 2001 are not part of this Proposal. These tasks will be completed by EOU personnel.
- A record of each inspection, test, or service shall be maintained as specified in NFPA Standards and local, State, or Federal statutes. A copy of the inspection, test, or service report shall be provided to and reviewed by the EOU Contract Administrator within one (1) week of the inspection, test, or service.
- All work shall be performed on a scheduled and systematic basis, with the intention of causing the least amount of disruption to academic schedules and tenants. In all cases, all equipment shall be maintained to manufacturer's specifications, kept in proper working order and in compliance with all applicable codes, at all times.
- The Contractor shall schedule all inspections and testing with the EOU Contract Administrator.

- The Contractor shall notify the EOU Contract Administrator within 24 hours of any repairs required as part of the inspection and test.
- The Contractor shall provide a proposal within seven (7) calendar days to make any repairs that are identified from the inspection and test.
- All repairs required as a result of an inspection, and if required, correction of a new problem shall be performed/completed in a timely manner within 7 to 10 business days of the inspection. The Contractor shall provide a detailed breakdown of time and materials cost for repairs.
- All service calls are to be scheduled with the EOU Contract Administrator and all service call tickets shall be signed, dated, and submitted with invoices. Impairment of any system by the contractor required full compliance with EOU's impairment requirements.
- The Contractor is to provide 24-hour emergency service, including but not limited to calls necessitated by weather, system malfunction, or acts of vandalism.
- The Contractor is expected to include a table itemizing hourly repair and service call rates (both scheduled and emergency) in the Proposal response.

All as provided in Attachment D – Building and Fire Suppression System Inventory Document.

END OF RFP ATTACHMENT A – SCOPE OF SERVICES

RFP ATTACHMENT B – PROFESSIONAL SERVICES CONTRACT

EASTERN OREGON UNIVERSITY PERSONAL/PROFESSIONAL SERVICES CONTRACT CONTRACT # FP-2024-01

This Contract is entered into by and between Eastern Oregon University (EOU/Institution) and Waterleaf Architecture (Consultant). EOU departmental representative for this Contract is John Garlitz (Department Budget Authority).

- 1. Effective Date and Duration.** This Contract shall become effective on the date signed by all parties. Unless earlier terminated or extended, this Contract shall expire on _____. However, such expiration shall not extinguish or prejudice EOU's right to enforce this Contract with respect to: (i) any breach of a Consultant warranty; or (ii) any default or defect in Consultant performance that has not been cured.
- 2. Statement of Work.** Consultant will provide the following personal/professional services: Fire Suppression Inspection, Testing and Repairs, further described in Exhibit A.
- 3. Critical Date Schedule.** Parties agree that this Agreement shall be performed according to this following critical date schedule: See Exhibit A.
- 4. Consideration.** EOU agrees to pay Consultant, from available and authorized funds, a sum not to exceed \$_____, for accomplishing the work required by this Contract. If any interim payments to Consultant are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 5. Terms and Conditions.** The terms and conditions of this Contract are contained on the following pages titled "Eastern Oregon University Consultant Services Agreement Contract Provisions."
- 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 Consultant Services Contract, Exhibits A, B, C, and D.

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing): _____ Phone No: _____

Street Address: _____ Fax No: _____

City, State, Zip: _____ Email: _____

MWESB Certification # _____ (check one below, if applicable):

☐ DBE ☐ MBE ☐ WBE ☐ ESB

Business Designation (check one below):

☐ Corporation ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership ☐ Limited Liability Company ☐ Sole Prop. ☐ Government/Non Profit

Federal Tax ID Number: _____

Above payment information must be provided prior to Contract approval. This information will be reported to the Internal Revenue Services (IRS) under the name and taxpayer ID number submitted. (See IRS Form 1099 for additional instructions regarding taxpayer ID numbers). Information not matching IRS records could subject Consultant to 31% backup withholding.

**EASTERN OREGON UNIVERSITY
STANDARD PERSONAL/PROFESSIONAL SERVICES 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. EOU, 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 six (6) 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. EOU 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 EOU'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, 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 EOU 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 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 and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between EOU 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 Union 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 EOU prior to using products containing hazard chemicals to which EOU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon EOU'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 responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from the conduct of work under this Contract, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the, EOU, 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. Contractor shall have control of the defense and settlement thereof, but neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the EOU nor purport to act as legal representative of the EOU or any of its agencies, without first receiving from EOU, authority to act as legal counsel for EOU, nor shall Contractor settle any claim on behalf of the EOU without the approval of the EOU. EOU reserves all rights to pursue any claims it may have against the Contractor if EOU elects to assume its own defense. Provided, however, the provisions of this **Section 9** do not include indemnification by the Contractor of EOU for the EOU's activities.

10. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the EOU 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, EOU cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of EOU for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that EOU provides 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, 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 Worker's 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 EOU; (4) 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; (5) Must furnish Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax. EOU 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. (Also see Exhibit C.)

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. EOU and its officers, agents, 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.

12. LIMITATION OF LIABILITIES. Except for liability arising under or related to sections 15(A) or 23(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) 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, notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Contractor or EOU at the address or number set forth on the first page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against the EOU, facsimile or email transmission must be confirmed by telephone notice to EOU's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

14. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of EOU. EOU and Contractor intend that such Work Product be deemed "work made for hire" of which EOU shall be deemed the author. If for any reason the Work Product is not deemed "work for hire", Contractor hereby irrevocably assigns to EOU 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 EOU may reasonably request in order to fully vest such rights in EOU. 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 EOU 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. (B) Warranties Cumulative. The warranties set forth in this section 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, 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 the EOU. In addition to any provisions the EOU 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, and 27 as if the subcontractor were the Contractor. EOU's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

19. 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 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, the Contractor is not in violation of any of the tax laws described in ORS 305.380(4). For purposes of this certification, "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.

21. TERMINATIONS. (A) This Contract may be terminated at any time by mutual consent of the parties or by EOU at its discretion upon thirty (30) days' notice to the Contractor. (B) In addition, the EOU may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by EOU, if (i) 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 EOU is prohibited from paying for such work from the planned funding source; or (ii) 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 EOU for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) 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 EOU, 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 EOU (or from applicable Federal, state, or other sources or by allotment) to permit EOU in the exercise of its reasonable administrative discretion to continue this Contract, or if EOU or the program for which this Contract was executed is abolished, the EOU 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, EOU 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) and (B)(i) and 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 EOU, less previous amounts paid and any claim(s) which EOU has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to EOU on demand. (B) In the event of termination pursuant to Sections 21(B)(ii) or (C), EOU 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 these subsections, 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 EOU expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to EOU all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon EOU's request, Contractor shall surrender to anyone EOU designates, all documents, research or objects or other tangible things needed to complete the work.

24. NO THIRD PARTY BENEFICIARIES. EOU 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, Corporate 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 EOU 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, EOU'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.

28. WAIVER. The failure of EOU to enforce any provision of this Contract shall not constitute a waiver by EOU 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. CONFLICT OF INTEREST. The Contractor shall not engage in any activity or accept any employment, interest, or contribution that would, or would reasonably appear to, directly or indirectly conflict in any manner or degree with the performance of its services hereunder without EOU's prior written consent. Contractor will request EOU's written consent through the methods provided in Section 13 of this Contract. If EOU does not respond within 14 days of receipt of a request for written approval sent in accord with this section, EOU will have waived their rights to such prior consent solely in regards to the matter for which they received notice but failed to respond.

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 or 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) the number shown on this form is my correct taxpayer ID (or I am waiting for the number to be issued to me), and (b) I am not subject to backup withholding because (i) I am exempt from backup withholding or (ii) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding. I, the undersigned also (a) agree to perform the work required by Exhibit A in accordance with the terms and conditions; (b) certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; (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; (e) the statements contained in Exhibit C attached hereto are true and correct; and (f) understand that EOU has adopted policies applicable to contractors that prohibit sexual harassment and accept that my company and its employees are required to adhere to the Eastern Oregon University and/or institution's policy prohibiting sexual harassment in their interactions with members of the Eastern Oregon University community.

SIGNATURES

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Contract as of the dates written below.

,Contractor		Eastern Oregon University	
Signature	Date	Dean/Budget Authority Signature	Date
Print Name		EOU Contract Officer	Date
Title		EOU Contract Number	

EOU DEPARTMENTAL INFORMATION

INVOICE #	INDEX	ACCT. CODE	ACT. CODE	AMOUNT

It is certified by the agency that the above services have been rendered and that payment therefore is authorized.

Prepared by: _____ Phone Number: _____

EOU Contract Representative Signature: _____

EXHIBIT A – SCOPE OF WORK

**PERSONAL/PROFESSIONAL SERVICES CONTRACT
CONTRACT #FP-2024-01**

STATEMENT OF WORK (provide a detailed description of services in the space provided below):

CONSIDERATION

- A. Payment for all work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$ _____, except by written approval of EOU. Invoices must be submitted to EOU's Representative at the following email address: ivanleuven@eou.edu.
- B. Interim payments shall be made to Contractor following EOU's review and approval of invoices submitted by Contractor. Contractor will also submit copies of other billings for work performed under the Contract when such bills are to be paid by other parties. These other billings are not subject to the maximum compensation amount set forth above.
- C. Contractor shall not submit billings for, and the EOU 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. Contractor shall notify EOU's supervising representative in writing thirty (30) calendar days before this Contract expires of the upcoming expiration of the Contract. No payment will be made for any services performed before the beginning date or after the expiration date of this Contract. This Contract will not be amended after the expiration date.
- D. Contractor shall submit monthly billings for work performed. The billings shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain all expense for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice. Contractor will specifically note in the billing when one-third and two-thirds of the maximum Contract amount, including reimbursable expenses, has been expended. Billings shall be sent to the supervising representative.

TRAVEL AND OTHER EXPENSES (select one):

- ☒ Travel and other expenses will not be reimbursed. This is a fixed fee Contract.
- ☐ Pre-approved travel and other expenses shall be reimbursed in accordance with the EOU Fiscal Policy Manual (if checked, select one below).
 - ☐ Travel and other expenses will be reimbursed within the not-to-exceed amount above.
 - ☐ Travel and other expenses will be reimbursed in addition to the not-to-exceed amount above.

EXHIBIT B – INSURANCE REQUIREMENTS
PERSONAL/PROFESSIONAL SERVICES CONTRACT
CONTRACT #FP-2024-01

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

1. Required by EOU 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. Professional Liability Insurance **REQUIRED BY EOU**

Professional Liability Insurance with a combined single limit, or the equivalent, of not less than (check one);

☐ \$500,000 / ☐ \$1,000,000 / ☒ \$2,000,000 for each claim, incident or occurrence and \$2,000,000 in aggregate. This is to cover damaged cause by error, omission or negligent acts related to the professional services to be provided under this Contract.

3. General Liability Insurance **REQUIRED BY EOU**

General Liability Insurance with a combined single limit, or the equivalent, of not less than (check one);

☐ \$1,000,000 / ☒ \$2,000,000 for each occurrence of Bodily Injury and Property Damage and \$2,000,000 in aggregate. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that EOU divisions, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this contract.

4. Automobile Liability Insurance **REQUIRED BY EOU**

Automobile Liability Insurance with a combined single limit, or the equivalent, of not less than (check one);

☐ \$500,000 / ☐ \$1,000,000 / ☒ \$2,000,000 Oregon Financial Responsibility Law (ORS 806.060) for each accident 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 General Liability and Automobile Liability insurance coverage required by this Contract, the Contractor shall furnish an endorsement from the insurance company naming the EOU and their officers, employees and members as additional insured with respect to the services of this Contract. Insuring companies or entities are subject to EOU acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to EOU. The Contractor shall be financially responsible for all pertinent deductible, 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 EOU at the following address: Accounts Payable Office, One University Boulevard, La Grande, OR, 97850.

**EXHIBIT C – CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR
PERSONAL/SERVICES AGREEMENT
CONTRACT # FP-2019-04A**

(All Contractors are required to complete Exhibit C unless they are registered as a Corporation or a Professional Corporation)

Oregon Revised Statute (ORS) 670.600 provides a standard definition of “independent contractor” to be used by certain Oregon agencies. EOU will rely on the factors provided in ORS 670.600 to verify Contractor’s independent contractor status.

To be considered and “independent contractor”, Contractor must:

1. Be licensed or certified to provide the services contemplated in this Contract (if required). If Contractor provides services for which a license is required under ORS Chapter 671 (Architects/Landscape Architects) or 701 (Constructions Contractors) they must be licensed and certified as required in ORS Chapter 671 or 701.
2. Provide services for remuneration and be free from direction and control over the means and manner of providing its services and be engaged in an “independently established business”.
3. Contractor is considered to be engaged in an “independently established business” if **three** of the following requirements are met (check all that apply):
 - ☐ **A.** The labor or services are primarily carried out at a location that is separate from Contractor’s residence or is primarily carried out in a specific portion of the Contractor’s residence, which is set aside as the location of the business.
 - ☐ **B.** Contractor assumes financial responsibility for defective workmanship related to the business or services (as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the services to be provided).
 - ☐ **C.** Contractor has provided contract services for two or more different people in the last twelve (12) month period.
 - ☐ **D.** Contractor routinely engages in business advertising, solicitations, or other marketing efforts.
 - ☐ **E.** Contractor makes a significant investment in the business (as evidenced by purchasing tools and/or equipment, paying for the premises or facilities where services are provided, or paying for all required licenses and/or certificates).
 - ☐ **F.** Contractor has the authority to hire other persons to provide or assist in providing the services (and has the authority to fire those persons).

Contractor Signature: _____

Date: _____

**EXHIBIT D – EOU CONTRACTOR TRAVEL REIMBURSEMENT POLICY
PERSONAL/SERVICES AGREEMENT
CONTRACT # FP-2019-04A**

Per <https://www.eou.edu/busserv/travel/>



EASTERN OREGON UNIVERSITY
Contractor Travel Policy

MEALS

PRORATION of MEAL PER DIEM 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	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	Prior to Noon	12:00 noon to 5:59 PM	6:00 PM and after
Meal Allowance	Breakfast	Breakfast, lunch	Breakfast, Lunch Dinner

Low-City		High-City		Policy
Breakfast	\$ 16.00	Breakfast:	\$ 18.50	<ul style="list-style-type: none"> No meal per diem is allowed on one day trips. See the EOU link below for the current IRS list of high/low cities. If meals are provided at the meeting or event, no meal per diem is allowed. Agendas are required.
Lunch	\$ 16.00	Lunch:	\$ 18.50	
Dinner	\$ 32.00	Dinner:	\$ 37.00	
Total	\$ 64.00	Total	\$ 74.00	

LODGING

Low-City		High-City		Policy
Nightly lodging rate:	\$ 150.00	Nightly lodging rate:	\$ 235.00	<ul style="list-style-type: none"> Itemized receipts are required for lodging. Lodging tax is reimbursed as a misc. expense.

TRANSPORTATION

Mileage Reimbursed at: \$0.67/mile	<ul style="list-style-type: none"> Mileage can be calculated one of 3 ways: Oregon Mileage Chart, mapping software (e.g. mapquest.com), or actual mileage (from the odometer). See Oregon Mileage chart on the next tab. Mileage is not reimbursable unless one way trip exceeds 25 miles from origin to destination. Mileage will not be reimbursed in addition to fuel receipts or costs associated with rental vehicles.
Rental Vehicles	<ul style="list-style-type: none"> EOU will only reimburse vehicle rental rates for compact and economy cars and their equivalent green class. EOU will reimburse for liability insurance issued through the vehicle rental company. Other classes of vehicles may be rented for circumstances that are pre-approved by the EOU Accounts Payable office for reasons that include space requirements or inclement weather conditions. Receipts required.
Ground Transportation	<ul style="list-style-type: none"> Taxicab, train (coach or business class only), and airport shuttle fees will be reimbursed. Receipts are required if over \$25 per item.
Airfare	<ul style="list-style-type: none"> EOU will only reimburse actual economy rate airfare, plus mandatory taxes and fees. Receipts required.

OTHER EXPENSES

Incidental Expenses	<ul style="list-style-type: none"> Incidental expenses are combined with the meal per diem rate and will not be separately reimbursed. Incidental expenses include, but are not limited to; fees and tips given to porters, baggage carriers, hotel staff, and staff on ships.
Misc. Expenses	<ul style="list-style-type: none"> The miscellaneous expenses that can be reimbursed include; fuel expenses for a rented vehicle, parking, tolls, lodging taxes, and checked baggage for up to two standard-weight bags. Other miscellaneous expenses can be reimbursed only if approved in advance by the EOU representative. All miscellaneous expenses must be itemized with the exception one allowable expense under \$25 per trip.
Unallowed Expenses	<ul style="list-style-type: none"> Expenses for laundry, cleaning and pressing of clothing, and fees and gratuities for services (e.g., waiters, taxi drivers, and baggage handlers) are not reimbursable.
Hosting Expenses	<ul style="list-style-type: none"> If the scope of work in your contract authorizes reimbursement for hosting expenses, all expenses must be authorized prior to incurring costs. Contact EOU Accounts Payable for allowable expenses at 541-962-3838 or at ap@eou.edu.

Travel reimbursement rates are updated annually. 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.eou.edu/busserv/accounts-payable-documents-forms-and-policies/>

EOU prefers that requests for travel reimbursement be made by completing the Travel Requisition form.

**EXHIBIT E – EOU CONTRACTOR SUBSTITUTE W-9
PERSONAL/SERVICES AGREEMENT
CONTRACT # FP-2019-04A**

Visit: https://www.eou.edu/busserv/files/2012/08/Substitute-W-9_fillable3.pdf



SUBSTITUTE W-9

Vendors providing products and/or services to EOU must complete the substitute W-9 section prior to receiving payment.

We must have a Federal Tax Identification Number (FEIN) or Social Security Number (SSN) in our files for **ALL VENDORS** receiving payments from us. An IRS W-9 form may **not be substituted** in lieu of this form.

NAME (as shown on your income tax return) _____
BUSINESS NAME (if different from above) _____
REMIT TO ADDRESS (number, street, apt. or suite no.) _____
(city, state and zip code) _____
FEDERAL TAX ID NO. (FEIN): _____ **OR SOCIAL SECURITY NO.** _____

Check **all** the boxes in the table below that apply to you or to your entity:

- | | | |
|---|---|---|
| <input type="checkbox"/> U.S. Citizen | <input type="checkbox"/> Individual | <input type="checkbox"/> Woman Owned- State Certified |
| <input type="checkbox"/> U.S. Resident Alien- see back of this form | <input type="checkbox"/> Partnership | <input type="checkbox"/> Woman Owned- Self Reported |
| <input type="checkbox"/> Foreign Alien or Entity- complete form W-8 see back of this form | <input type="checkbox"/> Corporation | <input type="checkbox"/> Minority Owned- State Certified |
| <input type="checkbox"/> Non Profit Entity | Date of incorporation: _____ | <input type="checkbox"/> Minority Owned- Self Reported |
| <input type="checkbox"/> Limited Liability Corporation- Individual | <input type="checkbox"/> Limited Liability Corporation- Corporation | <input type="checkbox"/> Emerging Small Business- state certified |
| Owner's Name: _____ | <input type="checkbox"/> Limited Liability Corporation- Partnership | <input type="checkbox"/> Emerging Small Business- self reported |

CERTIFICATION: Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined in the IRS W-9 instructions).

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct taxpayer identification number. **SIGN HERE.**

X _____
SIGNATURE OF INDIVIDUAL OR COMPANY OFFICIAL AND TITLE DATE

ACH – AUTOMATIC DEPOSIT ENROLLMENT

FINANCIAL INSTITUTION: _____ TYPE OF ACCOUNT (Choose one) ☐ Checking ☐ Savings
BANK ABA ROUTING NUMBER: _____ DEPOSIT ACCOUNT NUMBER: _____

You MUST send a copy of a voided check or a note from the bank that has the account number AND the routing number for the account which the payments will be deposited into.

EMAIL ADDRESS REQUIRED (Notice of Payment) _____ TELEPHONE: _____

CHECK ONE OF THESE OPTIONS: ☐ The entire amount of the ACH deposit **IS NOT** deposited to a financial institution outside the U.S. (If this box is checked, sign the form, and return it to EOU at the address below.)
☐ The entire amount of the ACH deposit **IS** ultimately deposited to a financial institution outside the U.S. (If this box is checked, complete the following Additional Information, sign the form, and return to EOU at the address below.)

ADDITIONAL INFORMATION (only needed if ACH deposit is ultimately deposited to a financial institution outside the U.S.):

Person/ Entity receiving the deposit: _____ Receiver Bank ID No. _____
Payment Reason/ Remittance Information: _____
Receiver's Address (number, street, suite no. _____
City, State, and Postal Code _____

We hereby authorize Eastern Oregon University, to initiate CREDIT ENTRIES ONLY to our financial institution. We acknowledge that the origination of ACH transactions to our account must comply with the provisions of US law and that this information is to remain in full force and effect until Eastern Oregon University has received written notification from us of termination in such time and such manner as to afford Eastern Oregon University and the Financial Institution a reasonable opportunity to act on it.

SIGNATURE _____ TITLE OF REPRESENTATIVE _____
DATE: _____ TELEPHONE: _____

☐ I, We are already signed up for ACH with Eastern Oregon University. ☐ I, We choose to **OPT OUT** of ACH with Eastern Oregon University.

Please return Form to: Eastern Oregon University – Accounts Payable Department Phone: (541)962-3664
One University Blvd – La Grande, OR 97850 or Fax to (541)962-3889 (No emails please)

EASTERN OREGON UNIVERSITY- FOREIGN ALIEN/ ENTITY OR RESIDENT ALIEN

FOREIGN ALIEN OR ENTITY

Eastern Oregon University is now requiring a W-8 form for all foreign aliens/entities being paid for a service, copyrights, permissions and royalties performed in the United States to conform to IRS regulations. A faxed or emailed copy is not acceptable. The IRS requires Eastern Oregon University to obtain an original, completed, signed and dated W-8 form prior to issuing payment. There are four different types of W-8 forms. The Foreign Alien/Entity will need to determine which type of form applies to them; they will need to fill out the appropriate form; and they will need to mail the form to the address below:

The links for the W-8 forms are as follows- (the entity type will determine which form to complete)

http://www.irs.gov/pub/irs-pdf/fw8exp.pdf	(Form W-8EXP)
http://www.irs.gov/pub/irs-pdf/iw8exp.pdf	(Instructions Form W-8EXP)
http://www.irs.gov/pub/irs-pdf/fw8eci.pdf	(Form W-8ECI)
http://www.irs.gov/pub/irs-pdf/iw8eci.pdf	(Instructions Form W-8ECI)
http://www.irs.gov/pub/irs-pdf/fw8ben.pdf	(Form W-8BEN)
http://www.irs.gov/pub/irs-pdf/iw8ben.pdf	(Instructions Form W-8BEN)
http://www.irs.gov/pub/irs-pdf/fw8imv.pdf	(Form W-8IMY)
http://www.irs.gov/pub/irs-pdf/iw8imv.pdf	(Instructions Form W-8IMY)

US RESIDENT ALIEN

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "savings clause." Exceptions specified in the savings clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the savings clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country—generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the savings clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient fact to justify the exemption from the tax under the terms of the treaty article.

Example: Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S. China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on the exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requestor the appropriate completed Form W-8.

Please return W-8 Forms to: Eastern Oregon University – Accounts Payable Department Phone: (541)962-3664
One University Boulevard – La Grande, OR 97850

END OF RFP ATTACHMENT B – PROFESSIONAL SERVICES CONTRACT

RFP ATTACHMENT C – PRICE PROPOSAL

OFFEROR’S PROPOSED FEE

The undersigned submits the following Proposal. Please fill out all tables in this Attachment.

Pursuant to an in compliance with the Request for Proposals, Attachment, Contract Forms, the undersigned certifies to have carefully examined the Request for Proposal and all attachments, conditions affecting the Work and is familiar with the site. The undersigned further proposed to furnish all labor, materials, equipment, and services necessary to complete the Work for the following costs:

Note: Since EOU reserves the right to award multiple contracts, the Offer may submit on a portion of the work below and placing an “X” on portions the Offer does not want to propose upon. The comparison of Offers will be only for like work and not on a total/whole basis.

SECTION C-1 - 5-Year & Annual Inspection and Testing

Table C-1 – Inspection and Testing

BUILDING	5-YEAR CYCLE (Contract YR 1) before June 30, 2024	Annual Inspection & Testing				5-YEAR CYCLE (Contract YR 4)
		Contract YR 1 before June 30, 2024	Contract YR 2	Contract YR 3	Contract YR 4	
Ackerman Hall	\$	\$	\$	\$	\$	N/A
Alikut Hall	\$	\$	\$	\$	\$	N/A
Badgley Hall	\$	\$	\$	\$	\$	N/A
Central Plant	\$	\$	\$	\$	\$	N/A
Daugherty Hall	\$	\$	\$	\$	\$	N/A
EOU Library	\$	\$	\$	\$	\$	N/A
EOU Fieldhouse	N/A	\$	\$	\$	\$	\$
Hoke Union Bldg	\$	\$	\$	\$	\$	N/A
Inlow Hall	N/A	\$	\$	\$	\$	N/A
ISB	\$	\$	\$	\$	\$	N/A
Loso Hall	\$	\$	\$	\$	\$	N/A
North Hall	\$	\$	\$	\$	\$	N/A
Maintenance Bldg	\$	\$	\$	\$	\$	N/A
Quinn Coliseum	\$	\$	\$	\$	\$	N/A
Totals =	\$	\$	\$	\$	\$	\$

Section C-2 – Itemized Hourly Repair and Service Call Rate

Provide Separate Rate Sheet for scheduled and emergency hourly repair and service call rates as part of this Proposal.

Section C-3 - Firm Name and Address of Offeror

This proposal is submitted in the name of:

Firm Name:

Business Address:

Contractors CCB #

EIN No.

Oregon Registry #

By:

Signed:

Title:

Signed and sealed this _____ **Day of** _____, **20** _____

END OF RFP ATTACHMENT C – PRICE PROPOSAL

RFP ATTACHMENT D – BUILDING INVENTORY

Map of EOU Campus Buildings is here: https://www.eou.edu/wp-content/ua_downloads/EOU_campus_map_22.pdf

BUILDING	TYPES OF SYSTEM(S)	QUANTITY
Ackerman Hall	Wet	1
	Cleaning Agent System at Ackerman Data Center	1
Alikut Hall	Wet	1
	Dry	1
	Antifreeze Loops	6
Badgley Hall	Wet	3
	Antifreeze Loops	6
	Cleaning Agent System and Greenhouse	
Central Plant	Dry	1
Daugherty Hall	Wet	3
	Antifreeze Loops	4
EOU Library	Wet	1
	Dry	1
	Cleaning Agent System at Library Data Center	1
EOU Fieldhouse	Wet	1
	Dry	1
Hoke Student Union	Wet	3
	Antifreeze Loops	3
Inlow Hall	Wet	1
Integrated Services Bldg	Wet	1
	Dry	1
Loso Hall	Wet	2
North Hall	Wet	3
	Antifreeze Loops	1
Maintenance Shop	Dry	1
Quinn Coliseum	Wet	2

END OF RFP ATTACHMENT D – BUILDING INVENTORY