

June 12, 2025



REQUEST FOR QUALIFICATIONS (RFQ)

EOU PROFESSIONAL CONSULTING SERVICES RESERVE PROGRAM

ISSUE DATE: June 12, 2025

PROPOSAL DUE DATE/TIME: Before June 30, 2030

Eastern Oregon University is seeking Qualifications for a Consultant Reserve Program pursuant to this REQUEST FOR QUALIFICATIONS (RFQ). By submitting a Proposal, the Offeror represents that they have carefully read the terms and conditions of this RFQ, including all attachments and addenda, and agrees to be bound by them.

Contract Administrator

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EOU Facilities & Planning Department
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Offerors are responsible for monitoring ORPU.org for Addenda issued through June 30, 2030. Addenda may apply to future eligibility or Work Orders. This solicitation is governed by [EOU Policy 3.15.10](#), unless otherwise stated.

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1. SECTION 1: INTRODUCTION

- 1.1. Eastern Oregon University (“EOU” or “Owner”) is seeking responses (“Offers”) from qualified professional consultants (“Offers”) to enter into an EOU Professional Consulting Services Reserve Program (“**Consultant Reserve Program**”), which will grant Offers the opportunity to provide professional consulting services to EOU under a Master Services Agreement (MSA).

EOU WILL ONLY BE ACCEPTING OFFERS ELECTRONICALLY – Offers are to be submitted pursuant to Section 6.

- 1.2. **Background.** Eastern Oregon University (EOU) is a public university located in La Grande, Oregon, in the heart of the Blue Mountains along Interstate 84, between Portland and Boise.

EOU was established as Eastern Oregon Normal School, a teacher training institution. In 1939, the Oregon Legislature renamed it Eastern Oregon College of Education, later shortened to Eastern Oregon College in 1956. The name changed again in 1973 to Eastern Oregon State College. In 1997, it became Eastern Oregon University when the state renamed the Technical and Regional Universities (TRUs). In 2015, EOU’s independent Board of Trustees assumed governance of the university, following the dissolution of the Oregon University System.

In 2018, the Oregon Legislature designated EOU as “Oregon’s Rural University” to highlight its role in supporting the economic vitality of eastern Oregon and better serving the state’s most underserved rural populations.

EOU consists of four colleges: Arts, Humanities and Social Sciences; Science, Technology, Mathematics and Health Sciences; Business; and Education. The university offers 37 degree programs and serves approximately 2,800 students.

The 100-acre campus includes 22 buildings totaling approximately 1.1 million gross square feet. Campus infrastructure includes 1,100 linear feet of utility tunnels and a range of systems: stormwater, potable water, irrigation, sewer, chilled water, steam, medium-voltage electrical, site lighting, fiber optics, private franchise utilities, and connections to the City of La Grande’s water, stormwater, and sewer networks.

- 1.3. **Location.** The Reserve MSA Program will be utilized for EOU’s main campus in La Grande, OR.

- 1.4. **Summary of Work.** For any services valued at \$2,000,000 or less, EOU may present opportunities to Consultants participating in the Reserve Contract Program to execute service orders under a Master Services Agreement (MSA) stating the scope of Services and price term (“Service Order”). Methods of presenting opportunities will vary according to the value of the Service sought. Each Service Order will solely contain the scope of Services and price term with no additional or supplemental terms and conditions to the MSA. Consultants may be awarded multiple “Service Orders” during the Contract term. **However, Consultants are not guaranteed work as participants in the Consultant Reserve Program and may not be issued a Service Order during the term of the program.**

Consultant Reserve MSA’s will be maintained electronically for the duration of the contract term and will remain available for use by EOU in accordance with the terms of this RFQ. Certain contracting opportunities for professional consulting services are only available to Consultants in the Reserve.

- 1.5. **Professional Consulting Categories.** Service categories or “Disciplines” being sought are listed below. Offers must denote the service categories the Offeror is able to directly perform in their Offer. If a service is needed that is not specifically listed, EOU will use the closest related category. For example, if

construction management is needed, EOU will use the Owner's Representative / Project Management category.

Archeologist	Fire Protection Engineering	Landscape Architecture
Architect	Geotechnical Engineering	Mechanical Engineering
Building Envelope Consulting	Geographic Information Systems	Owner's Rep / Project Mgmt
Civil Engineering	Historic Preservation	Structural Engineering
Electrical Engineering	Professional Land Surveying	Transportation Planning/Engr
Environmental Engineering	Land Use Planning	Water Resources Engineering
Construction Auditing		

1.6. Reserve Contract Information.

1.6.1. Contract Term. Offers must sign the MSA as a final step in the RFQ, explained further in Section 6 below. By providing a signature on the MSA, the Offeror agrees to be bound by the terms and conditions contained in the MSA. The MSA will become effective on the date which EOU signs the MSA (the "Effective Date") and shall remain effective through June 30, 2030, unless terminated earlier according to the terms of the MSA. The period of the time between the Effective Date and the Termination Date constitutes the term of the Reserve Contract (the "Term").

1.6.2. Selection to Provide Service. Consultants will be selected to perform Services in accordance with the applicable rules. Factors for selection include price, experience, past performance, Consultants personnel assigned to the project, availability, and ability to meet the schedule for completion of the Services. The following procedures will be utilized to select the Consultants for Services based on the total anticipated Service Order price, which includes all contemplated Service Order Amendments. All project scopes will be matched to the appropriate procurement tier based on the total anticipated value, including any known or reasonably expected amendments.

1.6.2.1. Projects \$250,000 or less – ("Targeted Reserve Contracting Procurement"). EOU may contact and negotiate directly with Consultants who have executed Master Services Agreements for that category. EOU reserves the right to directly select a Consultant from the reserve pool for work orders valued at \$250,000 or less. To ensure fairness, EOU will endeavor to distribute Targeted Procurement opportunities equitably among qualified Consultants in the pool, consistent with project needs and Consultant capabilities.

1.6.2.2. Projects \$250,001 to \$500,000 – ("Limited Reserve Contracting Procurement"). EOU shall invite an adequate number of Consultants who have executed Master Services Agreements for that category to submit a scope of service and fee estimate.

1.6.2.3. Projects \$500,001 to \$2,000,000 – ("Comprehensive Reserve Contracting Procurement"). EOU will issue a solicitation document containing the procurement procedures and specifications. The solicitation document will be sent directly to all Consultants who have executed Master Services Agreements for that category and be invited to submit a scope of services and fee estimate.

1.6.2.4. At its discretion, EOU may solicit at a lower threshold than stated above.

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1.6.3. Proof of Insurance Required Prior to Reserve Contract Execution. Offerors will be required to submit proof of insurance prior to full execution of the Master Services Agreement. Proof of insurance is a condition of precedent to the effectiveness of the Reserve Program. Insurance requirements pursuant to the Master Services Agreement may be adjusted at EOU's sole discretion. Full insurance requirements are contained in the Master Service Agreement Template (refer to Attachment 1).

1.6.4. Collaborative Services. Consultants may be asked by EOU to provide services in conjunction with other consultant or contractors retained by EOU, including outside the Consultant or Contractor Reserve Program. In such cases Consultants shall be prepared to adhere to strict timeline on such Projects.

1.6.5. Diverse Business Inclusion. EOU encourages Offers from Diverse Businesses. Any Consultant certified by the State of Oregon COBID that includes its valid certification number in the Offer will be designated as such within the Consultant Reserve Program.

1.6.6. Foreign Consultant. If the Consultant is not domiciled in Oregon, registered to do business in Oregon, or has professional licensure in the State of Oregon, the Consultant shall promptly provide the Oregon Department of Revenue and the Secretary of State, Corporation Division, and the relevant Oregon Licensure Board all information required by those agencies and boards require. The Consultant shall demonstrate its legal and professional capacity to provide that Service in the State of Oregon before entering into a Master Service Agreement.

1.6.7. Licensing Requirement. Offerors must be licensed with any and all licensing bodies at the time the Offer submission and at all times during the Terms of the Consultant Reserve Program. If Consultant's license becomes inactive during the Terms of the Consultant Reserve Program, EOU may suspend Services according to the terms of the Master Services Agreement. Consultants with inactive licensure cannot be awarded Service Orders until the active status is restored.

1.7. Design Standards. When Service Orders for design services are executed, the Consultant must follow

1.8. Schedule. The initial issue date is May xx, 2025. Offerors can submit Offers any time prior to June 30, 2030 to be considered for the Consultant Reserve Program.

2. SECTION 2: QUESTIONS, REQUESTS, AND APPEALS.

2.1. Questions

2.1.1. All questions and contacts with EOU regarding information in this RFQ must be addressed in writing via email to the **Contract Administrator** at the email listed in this document.

2.1.2. If an Offer is unclear about any information contained in this document, or its attachments or exhibits, they are urged to submit those questions for formal clarifications.

2.2. Request for Solicitation Process Changes

2.2.1. Offeror may submit written requests for change of a particular solicitation process provisions to the **Contract Administrator** at the email listed in this document.

2.2.2. Each request must include a detailed explanation and proposed revision(s).

2.3. Revisions to the Solicitation

2.3.1. Any change of modifications to this RFQ or its attachments will be made only through written addenda by the Owner. Addenda will be made available to all Offerors via the ORPU.org website. Information received through any means other than a duly issued Addendum shall not modify the RFQ in any way, regardless of the source.

2.3.2. EOU will not be responsible for any other explanation or interpretation of this RFQ or the documents included as attachments or exhibits to this RFQ.

2.4. Appeals

2.4.1. Appeals related to the EOU solicitation process and award decisions shall be pursuant to [EOU Policy 3.15.01 – Procurement and Contracting of Goods and Services](#).

2.4.2. Appeals must be delivered to the Vice President of Finance and Administration at lcase@eou.edu.

3. SECTION 3: PUBLIC RECORD

3.1. EOU will retain an electronic copy of this RFQ and one electronic copy of each Offer received, together with electronic copies of all documents pertaining to the award of this contract. These documents will be made as part of file or records which shall be open to public inspection after EOU announces its intent to award a contract. If an Offer contains any information that is considered a trade secret under ORS 192.345(2), you must mark each trade secret with the following legends:

“This data constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

3.2. 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 interest”.

Therefore, non-disclosure of documents or any portion of a document submitted as part of an Offer may depend upon official or judicial determination pursuant to the Public Records Law.

4. SECTION 4: FORM OF MASTER SERVICE AGREEMENT

The Sample Master Service Agreement includes Attachment 1 and contains the terms and conditions, insurance requirements, and Service Order approach.

5. SECTION 5: BUREAU OF LABOR & INDUSTRIES (BOLI) PREVAILING WAGES

The Oregon Bureau of Labor & Industries (“BOLI”) has determined that certain Services performed by Consultants are subject to the prevailing wage rate law ORS 279C.800 to 279C.870 (“PWR Law”). If Consultants Services are determined to be subject to the PWR Law by BOLI or at the election of EOU, Consultant shall be responsible for complying with all applicable requirement of the PWR law.

In compliance with Oregon Prevailing Wage Law, the following is incorporated into this RFQ:

When required by any given Service Order, the Consultants and all subconsultants shall comply with the provisions of ORS 279C.800 through 279C.870. The resulting Service Order is subject to the following BOLI wage rate requirements, all of which can be found here:

<https://www.oregon.gov/boli/employers/Pages/default.aspx>

6. SECTION 6: INSTRUCTION FOR OFFERORS

6.1. Summary of Work. The Work contemplated in this solicitation shall be for EOU in connection for various projects within the categories of Section 1.0 of this document. Offerors must read this RFQ, including all accompanying information, documents, attachments, or exhibits carefully. By submitting an Offer the Offeror acknowledges that it has read, understands, and agrees to comply with all provisions of this RFQ.

6.2. Submission Information. After reading this RFQ, Offerors must email an **Offer** and all relevant **Certificate of Insurance** (COI's) electronically. Submissions must be delivered through email in two searchable PDF's (Proposal and COI's) to ProposalsFP@eou.edu. The email subject line must include the following:

“Submittal: EOU Professional Consulting Services Reserve Program”

EOU will provide a reply to the email that your Submittal has been received for evaluation within 48 hours. If an email reply has not been received Offerors should telephone and confirm electronic receipt of the completed email document(s) before the time and date above by contacting the **RFQ Administrator** to ensure the email was not delayed or lost by email filtering systems.

6.2.1. No hard copy Offers, promotional materials, or appendices will be accepted. Incomplete Offers will be rejected.

6.2.2. All Offers must be received by EOU before the Due Date/Time. Any Offer received after the Due Date/Time will be rejected and made part of EOU's archive records.

6.2.3. EOU may reject any Offer not in compliance with all applicable EOU solicitation procedures and requirements and may cancel this solicitation or reject good for good cause, all Offers upon finding by EOU that it is EOU's and/or the public's best interest to do so.

6.2.4. Note that throughout this procurement process, EOU will not accept Offers that required EOU to pay for the cost of production or delivery.

6.2.5. Offeror upon submittal via email, certifies the Offeror as well as any firm, corporation, partnership, or association, in which the Offeror has a financial interest (collectively “Affiliates”) is not listed in the BOLI list of contractors ineligible to receive public works contracts, or any list maintained by the state of Oregon, EOU, or federal government, as updated time to time (collectively “Debarment Lists”. If Offeror or any of its Affiliates appear on any Debarment List, their participation in EOU's Reserve Program will be terminated pursuant to the Master Service Agreement.

6.3. Evaluation Process. Offers will be evaluated for completeness, clarity, and compliance with this RFQ. Complete Offers will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of this RFQ. If the Offer is unclear, Offerors may be asked to provide written clarification. **Offeror will be awarded a Master Service Agreement if their Offer meets the minimum requirements of Section 6.4 of this RFQ.**

6.4. Offer Content. Each Offer shall be limited to no more than ten (10) pages and shall include the information specified below. The Offer shall be concise, well-organized and limited to the requested content. The inclusion of promotional materials, marketing language, or extraneous information is expressly discouraged. The required Certificate of Insurance is a separate attachment to the submission and does not count toward the (10) page limit.

6.4.1. Introduction Letter. Summarize your firm, denote all categories your firm is submitting to be included, identify the Primary Contact who will be responsible to receive all Service Order requests, and include the following additional information:

6.4.1.1. A valid Oregon Business Registry Number demonstrating Offeror is registered to transcript business in the State of Oregon.

6.4.1.2. A valid Federal Tax Identification Number.

6.4.1.3. Offeror Experience. Offerors must indicate the Offeror has been in business for a minimum of five (5) consecutive years prior to Offeror submission or demonstrate that the principals/owners of Offeror's company have a minimum of five consecutive years of experience providing the services in the service categories indicated in the Offeror's submission. Offers with fewer than five years of experience will be considered at the sole and absolute discretion of EOU.

6.4.1.4. BOLI Compliance. Each Offeror must agree, when applicable or required by a Service Order, comply with PWR Law.

6.4.1.5. Laws and Regulatory Requirements. Offeror will comply with all applicable laws, codes, and regulatory requirements, including but not limited to professional licensure requirements, EOU standards and policies, state and local building codes, fire and life safety codes, hazardous materials handling regulations, and applicable environmental and workplace safety standards, as applicable to each Service Order.

6.4.1.6. Insurance Coverage Agreement. Offerors must submit Certificates of Insurance (COIs) as part of their Offer as a separate attachment to the emailed Offer. Insurance limits must meet or exceed the requirements listed in Exhibit B of the Master Services Agreement. EOU reserves the right to reject Offers or require higher coverage limits based on the scope, discipline, or risk profile. Offers without a compliant COI may be rejected as nonresponsive.

6.4.1.7. Master Service Agreement. Offerors shall provide written acknowledgement they will sign the Master Services Agreement upon a Contract Award.

6.4.1.8. Ability to Respond. Offerors must confirm their ability to respond to requests for Services in a timely manner. In general, Offerors are expected to provide a scope and fee estimate within one to two weeks of the request or, if unable to proceed, agree to notify EOU within three (3) business days of receiving the request.

6.4.2. Primary Contact and Key Personnel. Summarize the Primary Contact and the Key Personnel for each category. Describe their expertise, relevancy, specific responsibilities, availability, and State of Oregon licensure.

6.4.3. Relevant Experience & References. For each Category provide two (2) project examples that demonstrate similar experience by your firm. Provide the project name, location, concise description, year completed, and current client contact information for each project.

6.4.4. Schedule of Charges. Offerors must provide a Schedule of Charges listing hourly rates for each position/title that may perform Services under the Reserve Contract. Rates may be stated as fixed amounts or within defined ranges (e.g., based on experience level or role), subject to EOU approval.

The initial Schedule of Charges shall remain fixed for the first two years of the Reserve Contract Term, unless EOU determines that material changes in market conditions or regulatory requirements warrant adjustment.

Consultants may propose rate escalations annually, subject to review and mutual agreement. EOU will consider proposed adjustments based on objective factors such as changes in the Consumer Price Index (CPI), prevailing wage increases, or documented labor cost increases. Approved modifications will be documented in a revised Schedule of Charges and shall apply only to Service Orders issued after the effective date of the change.

EOU reserves the right to negotiate rate adjustments for individual Service Orders when warranted by the scope, complexity, or staffing requirements. Retroactive rate changes will not apply to previously executed Service Orders.

6.5. Acceptance or Rejection of Solicitation Offers

6.5.1. EOU will accept Offers until the Due Date/Time. Any Offer received will be evaluated and if accepted, EOU will issue a Master Service Agreement within an Effective Date as described in Section 1 above. Offerors are not able to submit an Offer or qualification statement for any Services prior to the Effective Date of their Master Service Agreement.

6.5.2. The procedures for contract awards shall follow the provision of EOU standards and policies adopted by EOU.

6.5.3. EOU reserves the right to reject any or all Offers and to waive any minor informalities in compliance with EOU standards and policies adopted by EOU.

6.6. Withdrawal of Solicitation Offer

6.6.1. At any time prior to the Due Date/Time, an Offeror may withdraw its Offer. This will not preclude the submission of another Offer by such Offeror prior to the Due Date/Time.

6.6.2. After the Due Date/Time, Offerors are prohibited from withdrawing their Offers.

6.7. Contract Award.

6.7.1. The **Contract Administrator** or their designee will evaluate each Offer to determine whether it is responsive to the criteria set forth in this RFQ.

6.7.2. Upon the determination of a successful responsive submission, Offerors will be required to sign the Master Services Agreement. EOU will notify each successful Consultant by email with the Master Services Agreement attached for signatures and return to EOU for our signatures. Upon all signatures, EOU will email a fully executed contract to the Offeror.

6.7.3. The terms of the Master Services Agreement are not negotiable. Refer to Section 2 for any questions or clarification prior to submission.

6.8. Communications Blackout Period. From the time of submission until the conclusion of the Offer evaluation process, Offerors shall not communicate with any EOU employee or representative regarding their Offer, except as expressly permitted by this RFQ. During this period, Offeror records will not be available for public inspection, and no information or commentary regarding the status or outcome of the RFQ will be provided to any party outside of EOU. EOU may contact Offerors to request additional information as needed to complete the evaluation.

- 6.9. Equity in Contracting.** EOU will require the successful Offeror to comply with EOU Standards, policies, rules and procedures requiring good faith efforts in subcontracting with minority, women, emerging small business, or veterans owned business enterprises.

7. SECTION 7 - MISCELLANEOUS

7.1. Financial Responsibility

7.1.1. EOU reserves the right to investigate, at any time prior to execution of the agreement, the Offerors financial responsibility to preform the anticipated service. Submission of an Offer will constitute approval for EOU to obtain any credit report information EOU deems necessary to conduct the evaluation. EOU will notify Offerors, in writing, of any other documentation required, which may include, but need not be limited to: recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information. Failure to promptly provide this information may result in rejection of the Offer.

7.1.2. EOU may postpone the selection of finalists or execution of an agreement of a contract in order to complete its investigation and evaluation. Failure of a firm to demonstrate financial responsibility may render it non-responsive and constitute grounds for Offer rejection.

7.2. Project Termination. EOU reserves the right to terminate a Service Order or Master Service Agreement during any phase of a Project.

7.3. Insurance Provisions. During the term of the resulting contract, the awardee will be required to maintain in full force, at its own expense, from insurance companies authorized to transact the business of insurance in the state of Oregon, each insurance coverage/policy set forth in the Master Service Agreement.

7.4. Nondiscrimination. By submission of an Offer, the Offeror certifies under penalty of perjury that the Offeror will not discriminate against minority, women, emerging small business or service- disabled veteran owned business enterprises in obtaining any required subcontracts.

7.5. AA/EEO Employer. EOU is an AA/EEO employer.

7.6. Compliance with Applicable Law. Offeror agrees to comply with all federal, state, county, and local laws, ordinances, and regulations as well as all applicable EOU Standards and Policies while on campus.

7.6.1. Smoke and Tobacco Free Campus. Owner's grounds and premises are smoke and tobacco free. Consultant and Consultant's employees, agents, Sub-Consultants, if any, agree not to smoke or use tobacco products while on Owner property.

7.6.2. Sexual Misconduct Policy. EOU has policies that prohibit sexual misconduct against members of the university community and in keeping with those policies Consultant and Consultant's employees, agents, and Sub-Consultants are prohibited from engaging in sexual misconduct against members of the university community.

7.6.3. Firearms Policy. The Owner has adopted a policy that prohibits Consultant and Consultant's employees, agents and Sub-Consultants from possessing firearms on Owner's property.

7.7. Background Checks. Some EOU buildings are designated as critical, occupied or security- sensitive facilities. Thus, the selected Consultant may be required by any given Service Order to conduct criminal

background checks, including sex offender registration checks, (for both: Oregon at a minimum, and national for Consultant employees that formerly lived outside of the state of Oregon) on each Consultant employee and agent with satisfactory results before referral or placement at any Owner work location. When required by a Service Order, Consultant must perform the criminal background checks within the twelve (12) months immediately preceding referral or placement at any Owner work location.

Disqualifying crimes include 1) felony convictions of any kind within the last eight (8) years, 2) all crimes involving weapons of any kind ever committed, 3) all person to person crimes involving physical injury to another person ever committed, 4) sexual offenses of any kind ever committed, including stalking, and 5) child abuse, molestation, child pornography or other crimes involving child endangerment, including neglect and abandonment of any kind ever committed.

When required by a Service Order, Consultant shall require Consultant's employees and agents to self-disclose to Consultant any new convictions that occur within three business days of the conviction. Consultant shall reassess the individual's assignment under the Service Order.

The Owner, at its discretion, may require Consultant to reassign a Consultant employee or agent to no longer perform work under the Service Order or for the Owner if, at any time, Owner believes that the Consultant employee or agent may create a danger to health or safety of the university community.

Consultant is solely responsible for complying with all applicable federal, state or local laws, rule and regulations, including but not limited to the Fair Credit Reporting Act and equal opportunity laws and regulations, when conducting background checks. The costs and Fair Credit Reporting Act obligations for criminal background checks are the responsibility of Consultant.

Consultant shall maintain a security log including a list of Consultant employees working in, accessing, or who will enter Owner critical, occupied or security-sensitive facilities; verification of each Consultant employee's satisfactory and unsatisfactory results of criminal background checks; each Consultant employee's site assignment; and each revocation of a Consultant employee's site assignment. Consultant shall update and maintain the security log during the duration of the contract and twenty-four (24) months after. Consultant shall provide Owner with access to the security log for audit and copying purposes within twenty-four (24) hours of Owner's request.

Consultant shall require its sub-Consultants and agents providing services under the Contract to comply with this provision. The Owner may audit Consultant's background check processes at any time to ensure compliance with this section. Failure of Consultant to comply with this section is a material breach of the resulting Contract and may result in the Owner seeking monetary damages or pursue other remedies, Consultant termination by the Owner without further liability or obligation, or both. Consultant shall indemnify, defend and hold harmless the Owner and its directors, agents, trustees and employees from all claims, suits, and actions arising out of or related to any and all claims relating to the conducting of such checks and any adverse action that may be taken as a result of such checks.

7.8. Execution of Service Orders

7.8.1. The Offeror shall be required to execute a Service Order as provided, within any time period provided in an award notification. The Contract Documents shall be delivered to EOU in the manner stated in an award notification.

7.8.2. Work/Services Commencement. Work/Services shall not commence until execution of a Service Order with the selected Offeror.

June 12, 2025

ATTACHMENT A – CONSULTANT MASTER SERVICE AGREEMENT

**EASTERN OREGON UNIVERSITY FACILITIES & PLANNING DEPARTMENT
MASTER AGREEMENT CONSULTANT SERVICES AGREEMENT
PROCUREMENT #FP-20xx-0x, MSA # _____**

Pursuant to Procurement FP-20xx-0x, dated Mo Day, 20xx, this EOU Master Agreement for Consultant Services (the "Agreement") is between:

"Consultant": **Consultant Name**
 Consultant Address
 Consultant City, State, Zip
 Consultant Authorized Signer name and email

and EOU/"Owner": Eastern Oregon University
 Facilities & Planning Department
 One University Boulevard
 La Grande, OR 97850

(EOU/Owner and Consultant each individually may be referred to as a "Party" and collectively as the "Parties"). The EOU departmental representative for this Contract, defined below, is « _____ ».

- 1. Effective Date and Duration.** This Contract shall become effective on « _____ ». 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 the Contract; (ii) any default or defect in Consultant performance that has not been cured; or (iii) other rights, which by their nature shall survive termination.
- 2. Master Agreement.** The intent of this Contract is for the Parties to agree to Contract Provisions that will govern Services authorized under the Contract by Service Order or Service Order Amendment. The Consultant warrants that proposals submitted in connection with each Service Order or Service Order Amendment are made subject to the Contract Provisions of the Contract.
- 3. Authorization of Work.** Signing this Agreement does not authorize the Consultant to perform any Services. Instead, Services must be authorized by signed Service Order, using the form attached as Exhibit A. EOU and the Consultant may agree to changes to any Services authorized by Service Order by signing a Service Order Amendment setting forth the amendment to such Services using the form attached as Exhibit A-1. Consultant shall not be entitled to any compensation for Services performed without a Service Order or Service Order Amendment signed by EOU authorizing such Services.
- 4. Terms and Conditions.** The terms and conditions of this Contract are contained in the "Eastern Oregon

University Consultant Services Agreement Contract Provisions”, which may also be referred to as the “Contract Provisions”. The Consultant agrees that all subsequent proposals, Service Orders, or Service Order Amendments issued under this Master Agreement shall not include any additional or supplemental terms and conditions. The terms and conditions of this Master Agreement shall exclusively govern the parties’ rights and obligations, and any conflicting or additional terms provided by the Consultant shall be null and void.

5. Contract Documents. This “Contract” consists of the following documents which are listed in descending order of precedence (for documents of same precedence, documents of a later date shall have precedence):

- a) All written Service Orders, Service Order Amendments, and Change Directives;
- b) this Agreement, the Contract Provisions;
- c) Exhibits A, B, C, D.

CONSULTANT 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 Contractor to 31% backup withholding.

**EASTERN OREGON UNIVERSITY
MASTER CONSULTANT SERVICES AGREEMENT
GENERAL CONTRACT PROVISIONS**

1. SERVICES. "Services" as used in the Contract shall mean all labor, materials, equipment, and services necessary to complete and otherwise perform the Consultant's obligations in accordance with the Contract. Execution of the Agreement does not authorize Consultant to perform any Services. Instead, Services will be authorized via Service Order. Consultant and EOU may agree to additional or changes to Services authorized in any Services Order by executing a Service Order Amendment. In addition, EOU may direct Consultant by written "Change Directive" to perform, including when applicable by retaining the services of a subconsultant (i) particular services which both parties agree are additional services but as to which there is no agreement regarding the additional compensation to be paid for the additional services, or (ii) particular services without waiving the right to assert that such services were included in the Services previously authorized under this Contract via either Service Order or Service Order Amendment. In the event EOU issues a Change Directive, Consultant will proceed to perform the Services, and the compensation paid for the additional services will be determined either by a future agreement of the parties or in accordance with the Dispute Resolution process in Article 8. Consultant will not be entitled to compensation for changed or additional Services unless such was authorized by Owner either in a Service Order, Service Order Amendment, or Change Directive as set forth herein.

2. ACCESS TO RECORDS; AUDIT ACCESS. Consultant 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, the Oregon Secretary of State, the United States federal government (the "Federal Government"), and each of their duly authorized representatives shall have access to the books, documents, papers, and records of Consultant 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 Consultant for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment under a Service Order, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

3. AVAILABILITY OF FUNDS. EOU certifies that upon issuance of a Service Order or Service Order Amendment sufficient funds are available and authorized for expenditure to finance costs of this such Service Order or Service Order Amendment within its current biennial appropriation or expenditure limitation, provided, however, that continuation of this such Service Order or Service Order Amendment, 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.

4. 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.

5. COMPLIANCE WITH APPLICABLE LAW. Consultant shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Services to be done under this Contract. Consultant specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant 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. Consultant further agrees to make payments promptly when due, to all persons supplying to such Consultant, labor, services, or materials for the prosecution of the Services provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Consultant 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; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Consultant 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 Consultant or Consultant's surety from obligation with respect to unpaid claims. Consultant shall promptly pay any person or entity that furnishes medical care to Consultant's employees those sums which Consultant agreed to pay for such services and all money Consultant collected or deducted from employee's wages to provide such services.

6. DISCLOSURE OF SOCIAL SECURITY NUMBER. Consultant must provide Consultant's Social Security number unless Consultant provides a federal tax ID number. The number is requested pursuant to ORS 305.385. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

7. 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.

8. GOVERNING LAW AND DISPUTE RESOLUTION.

A. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

B. DISPUTE RESOLUTION. Any claim or other dispute between the parties arising out of or relating to the Contract shall be subject to mediation as a condition precedent to binding dispute resolution. A demand for mediation shall be delivered in writing to the other party to the Agreement. The parties shall agree on the selection of a mediator but if they cannot agree either party may apply to the Circuit Court for Union County, Oregon to appoint a mediator. The parties shall share the mediator's fees evenly. Written and signed agreements reach in mediation shall be binding on the Parties. Litigation, as provided in this provision, may be commenced prior to mediation as necessary to comply with filing deadlines, but any such litigation must be stayed pending completion of mediation. Claims and disputes not resolved by mediation shall be resolved by litigation, which shall be brought and conducted solely and exclusively within the Circuit Court for Union County, for the State of Oregon; provided, that if any such claim, action, or suit must 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. CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSON JURISDICTION OF SAID COURTS. In no event shall this Section be construed as a waiver by EOU of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States, or otherwise, to or from any claim or from the jurisdiction of any court. The prevailing party in any dispute shall be entitled to its attorneys' fees and expert witnesses fees and costs, whether incurred before trial or arbitration, after trial or arbitration, of following trial or arbitration.

9. HAZARD COMMUNICATION. Consultant shall notify EOU prior to using products containing hazardous chemicals to which EOU employees or others may be exposed. Products containing hazardous chemicals are

those products defined by Oregon Administrative Rules, Chapter 437. Upon EOU's request, Consultant shall immediately provide Material Safety Data Sheets for the products subject to this provision.

10. INDEMNITY

A. INDEMNITY OF EOU. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, reimburse and defend with counsel approved by EOU (except as set forth in subsection B) EOU and EOU's trustees, agents, employees, officers, and directors ("Indemnitees") from, for, and against suits, actions, awards, penalties, liabilities, claims, damages, losses, and expenses, whether actual or merely alleged and whether directly incurred or from a third party, including but not limited to attorneys' and expert witnesses' fees and related costs, disbursements, and expenses, arising out of or resulting from performance of the Services including, but not limited to, any such suit, action, award, penalty, liability, claim, damage, loss, or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property ("Damages"), but only to the extent caused by the negligence, breach of contract, or other wrongful acts or omissions of Consultant, a subconsultant, anyone directly or indirectly employed by them or anyone for whose acts they are responsible, or by failure of any such person or entity to perform as required by this Contract.

B. REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS. Consultant's obligation under this Section 10 does not require Consultant to provide EOU with an up-front defense to a claim for professional negligence and relating to the professional services provided under this Contract. Instead, Consultant shall reimburse a percentage of an Indemnatee's defense costs (including without limitation, court costs, attorney's fees and expert witness costs) in proportion to Consultant's liability as finally determined by binding dispute resolution as provided in the Contract or by a written and signed settlement agreement between EOU and Consultant. By way of example, if Consultant (including the Consultant's employees, agents, and subconsultants) is 25% liable for a claim, and an Indemnified Party or another entity or person (such as a contractor or one or more of the Indemnified Parties') are together 75% liable for a claim, then the Consultant shall be required to reimburse the Indemnified Party's 25% of defense costs it incurred defending the claim.

C. NO LIMITATION. The indemnity obligation stated herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a subconsultant under workers' compensation acts, disability benefit acts or other employee benefit acts and shall apply whether or not such Damages are caused in part by an Indemnatee.

11. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although EOU reserves the right to determine (and modify) the delivery schedule for the Services to be performed and to evaluate the quality of the completed performance, EOU cannot and will not control the means or manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Consultant is not to be considered an agent or employee of EOU for any purpose, and neither Consultant nor any of Consultant's agents or employees are entitled to any of the benefits that EOU provides its employees. Consultant 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 Consultant is providing personal services as an individual, Consultant: (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 Consultant is a non-resident alien and claims exemption from Federal Withholding tax. EOU will report the total amount of all payments to Consultant, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. (Also see Exhibit C.)

12. INSURANCE. Consultant shall provide insurance as indicated on, and otherwise comply with, Exhibit B. 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 (except for Worker's Comp and Professional Liability Insurance) as an additional insured in said insurance policies.

13. COMPENSATION FOR SERVICES. EOU shall pay Consultant for the satisfactory performance of Services the Compensation set forth in the Service Order, as may be subject to adjustment in a Service Order Amendment. Consultant shall submit invoices in the form required by EOU, along with all substantiating documentation reasonably requested by EOU, no less frequently than monthly. Consultant's invoices shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain any approved expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Consultant prior to the current invoice. EOU shall make payment of all approved amounts no later than thirty (30) days after receipt of Consultant's accurate invoice..

14. LIMITATION OF LIABILITIES. Except for Consultant's liability arising under or related to section 17(A), Consultant's indemnity obligation under section 10, or Owner's termination for cause under 24(A), 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. EOU's waiver under this section is conditioned on Consultant maintaining the insurance required under the Contract.

15. 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 Consultant 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.

16. OWNERSHIP OF WORK PRODUCT.

A. Work Product: All work products of Consultant and its subconsultants that results from this Contract, including but not limited to any drawings and specifications and similar such documents ("Construction Documents") (collectively, the "Work Product"), is the exclusive property of EOU. EOU and Consultant intend that such Work Product be deemed "work made for hire" of which EOU shall be deemed the author and owner of such Work Product, including but not limited to all copyright and other intellectual property rights in the Work

Product. If for any reason the Work Product is not deemed “work for hire” or that EOU’s ownership of such is determined to be void, invalid, or not enforceable, Consultant 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. Consultant shall execute such further documents and instruments as EOU may reasonably request in order to fully vest such rights in EOU. Consultant 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. The Consultant shall include provisions in its agreements with subconsultants consistent with the rights granted to EOU under this Section 16(A).

B. Consultant’s Use of Work Product: The Consultant, despite other conditions in this Section, shall have a right to utilize such Work Product on its brochures or other similar literature that it may utilize for marketing of its services and in addition, unless otherwise exempted, the Consultant may use standard line drawings, specifications, and calculations on other related projects.

C. EOU Reuse or Modification of Work Product: To the extent EOU, without Consultant’s involvement or written consent either (i) reuses the Work Product other than as contemplated by or as intended in connection with a Service Order or (ii) modifies the Work Product, such reuse or modification will be at EOU’s risk. EOU will indemnify the Consultant, or the Consultant’s officers, employees, subcontractors, subconsultants, or agents for any liability to the extent arising out of or resulting from such reuse. This section 16(C) shall not apply when EOU terminates the Contract for cause under section 24(A).

17. CONSULTANT’S STANDARD OF CARE, PERFORMANCE REQUIREMENTS, REPRESENTATIONS AND WARRANTIES.

A. Standard of Care; The Consultant shall perform the Services in accordance with the professional skill, care, and standards of practice utilized by other professionals performing similar services under similar conditions.

B. Performance Requirements: In addition the Consultant shall perform the Services in accordance with the following requirements:

1. Consultant agrees to fully cooperate with Owner to meet all project budgets, including designing to the Owner’s budget;
2. All Services shall comply with applicable EOU, Local, State, and Federal standards, policies, statutes, rules, regulations, ordinances and other laws which are applicable to the Services. Services shall be complete and suitable for the purposes defined in the Service Order; and
3. All Services prepared by the Consultant pursuant to this Contract shall reflect the existing conditions for the Scope of Services to be performed. The Consultant shall be responsible for errors, omissions, or inconsistencies in the Services. The Consultant will, at no cost to the Owner, correct such errors, omissions, or inconsistencies in Services and work product prepared by the Consultant, but only to the extent such errors, omissions, or inconsistencies do not result from inaccurate or incomplete information provided by the Owner and such errors, omissions or inconsistencies could not have been reasonably subject to discovery by Consultant. The Consultant shall promptly perform such verifications of information provided by Owner as specified in the Service Order to confirm critical existing conditions or as reasonably necessary to complete the Services and is not permitted to rely on Owner provided information unless and only to the extent such reliance is expressly permitted in the

Service Order. Nothing in this section shall relieve the Consultant of its obligation to notify the Owner in writing prior to performing the Services of any known or reasonably apparent discrepancies in Owner supplied information promptly upon discovery. The Owner's review or acceptance of Services, shall not relieve the Consultant of its obligations under the Contract, and the Consultant agrees that it will be liable for all its and its subconsultants acts, errors, or omissions in performance of the Services.

4. To the extent applicable to the Services and in all instances when the Services include the development and creation of Construction Documents, the Consultant and any subconsultants will undertake and participate in substantial and on-going informal value engineering and constructability reviews during all phases of design in consultation with the EOU. Changes may be proposed to the Construction Documents as a result of these processes. The Consultant and its subconsultants will participate in these and other related processes and will support, brief, and meet with EOU and, if applicable, constructability experts and value engineers, answering their questions and working to determine the advisability of changes in the Construction Documents as recommended. The Consultant shall endeavor to maximize the use of EOU's budget for the benefit of EOU.

5. The Consultant shall, at no cost to EOU, promptly and satisfactorily correct any Services that are defective or not in conformance with the requirements of the Contract. If the Consultant fails to make or commence good faith efforts to complete such correction within seven (7) days of written notice from EOU, then EOU may do so, by contract or otherwise, and recover (e.g., by offset) the cost from the Consultant. The obligation of the Consultant to correct defective or nonconforming Services shall not limit any other obligations of the Consultant and is in addition to any and all other rights and remedies available to EOU under this Contract or otherwise by law and shall in no event be construed or interpreted as obligating EOU to make any correction of defective or nonconforming Services.

6. The Consultant shall manage the Consultant's Services, and the services of subconsultants, and administer the project and/or the Services to the extent specified in a Service Order, Service Order Amendment, or elsewhere in the Contract and as appropriate for the stage of the project and proper performance of the Services. Consultant shall as necessary for proper performance of the Services consult with EOU, visit EOU and any project site at appropriate intervals, research applicable criteria, attend meetings with EOU and others, communicate with members of EOU's project team, and report progress to EOU. When the Services require construction administration, Consultant shall promptly provide EOU with written field reports no less than monthly for all site visits and review and comment on meetings with EOU's other consultants, contractors, subcontractors, suppliers, and governmental authorities having jurisdiction.

7. When required by the Services, the Consultant shall meet with EOU and EOU's contractors or other consultants to review any estimates for the cost of work based on Construction Documents or other Work Product produced by Consultant. If revisions to the Construction Documents or other Work Product are required to comply with EOU's budget, then Consultant shall incorporate the required revisions.

8. When the Services include development of Construction Documents, Consultant shall, in addition to any other requirements included in a Service Order, meet with EOU at appropriate stages for EOU to review and comment on such Construction Documents and, as appropriate, provide acceptance. Any review or approval by Owner shall not relieve or limit Consultant of its obligations under the Contract.

9. When the Services include construction administration services, Consultant shall in addition to any other requirements in a Service Order perform the following minimum requirements:

- a.** Administer the contract(s) between EOU and its contractor(s) as set forth in the Service Order.
- b.** Visit the site at intervals appropriate to the stage of construction or as set forth in a Service Order to (i) to become generally familiar with the progress and quality of the portion of the work completed, (ii) to reasonably guard EOU against defects and deficiencies in the Work, (iii) make recommendations to EOU concerning the rejection of work, and (iii) to determine, consistent with the Standard of Care, if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Construction Documents. On the basis of the site visits, the Consultant shall keep EOU reasonably informed about the progress and quality of the portion of the work completed, and promptly report to EOU (1) known deviations from the Construction Documents, (2) known deviations from the most recent construction schedule submitted by the EOU's contractor, and (3) defects and deficiencies observed in the work.
- c.** Review and accept, or take other appropriate action upon, the contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. The Consultant's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures unless Consultant directs or specifies such means, methods, techniques, sequences or procedures in writing. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Consultant shall maintain a record of submittals.
- d.** Review and respond to requests for information about the Construction Documents. The Consultant shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Consultant's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Consultant shall prepare and issue supplemental drawings and specifications in response to the requests for information.
- e.** Assist EOU in preparing change orders, construction change directives, and other documents related to changes in the work.
- f.** Assist EOU as requested or as agreed in a Service Order with evaluation and/or certification of contractor pay applications.
- g.** Assist EOU upon completion of construction in (or as further provided in a Service Order): .1 conducting observations to determine the date or dates of substantial completion and final completion; .2 issuing certificates of substantial completion; .3 gathering from contractor and forwarding to EOU written warranties and related documents; and .4 issuance of final certificates for payment and/or advise EOU with respect to issuance of final payment.

C. Consultants Representations and Warranties: The Consultant represents and warrants to EOU that by executing this Contract and accepting Service Orders:

1. The Consultant has the power, authority, and professional competence to enter into and perform this Contract;
2. When executed and delivered, this Contract shall be a valid and binding obligation of the Consultant enforceable in accordance with its terms;
3. The Consultant shall, at all times during this Contract, be duly professionally licensed in Oregon as may be required to perform the Services and be duly qualified and competent;
4. The Consultant is an experienced professional services firm having the skill, capacity, and professional ability to perform all Services required under this Contract and to design or administer a project having this scope and complexity;
5. The Consultant has the capabilities and resources necessary to perform the obligations of this Contract; and
6. The Consultant either is, or in a manner consistent with the standard of care set forth in this Contract, familiar with all current EOU, Local, State, and Federal standards, policies, laws, rules, and regulations which are applicable to the Services performed.

18. SERVICES OF CONSULTANT'S SUBCONSULTANTS. The Consultant shall engage subconsultants qualified by training and experience and licensed in their respective fields as necessary to address the requirements of a project or the Services. Consultant shall advise EOU in writing of any proposed subconsultants, and EOU has the discretion whether to approve such subconsultants and any key personnel within subconsultants. The Consultant shall not retain any subconsultants to whom EOU objects. However, subcontracting of such Services to subconsultants shall not relieve the Consultant of its responsibility for the performance of the Services in accordance with the Contract nor of its responsibility for the performance of any of its other obligations under the Contract. Upon request by EOU, Consultant shall furnish EOU with a copy of Consultant's agreements with its subconsultants. Any subconsultants shall be paid by the Consultant out of the amounts paid by EOU to the Consultant, and the Parties, including subconsultants, understand and agree EOU has no direct or indirect contractual obligation or other legal duty to pay the subconsultants or ensure that the Consultant makes full and timely payment to the subconsultants for subconsultant services rendered on the Contract. Services performed by the Consultant through the subconsultants shall be included on the Consultants invoices at the Consultants cost, without markup. The Consultant shall provide EOU copies of the subconsultants invoices submitted to the Consultant, along with the Consultants request for payment that are submitted to EOU under this Contract.

19. SURVIVAL. All obligations created by this Contract survive suspension or termination of this Contract; provided, however, that the obligations to perform Consultant's services or pay for Consultant's services shall not apply to the extent all or any portion of such services are terminated. Without limiting the foregoing, provisions which expressly survive suspension, termination or completion include, but are not limited to, those relating to warranties, guaranties, indemnity, insurance, and dispute resolution.

20. 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.

21. SUBCONSULTANTS AND ASSIGNMENTS. Consultant shall not assign or transfer any of its interest in this Contract, without obtaining prior written approval from EOU. In addition to any other provisions EOU may require, Consultant shall include in any permitted subcontract under this Contract a requirement that the subconsultant be bound to EOU to the same extent Consultant is bound to EOU with respect to such Services. Such shall include but not be limited to a requirement that the subconsultant be bound by this section and Sections 2, 8, 9, 10, 16, 24, and 27 as if the subconsultant were the Consultant. Agreements with subconsultants shall state that EOU is a third party beneficiary and shall allow for assignment of such agreement to EOU.

22. 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.

23. TAX COMPLIANCE CERTIFICATION. Consultant hereby affirms, under penalty of perjury as provided in ORS 305.385(6), that, to the best of Consultant's knowledge, the Consultant is not in violation of any of the tax laws, including those 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.

24. TERMINATIONS. (A) Termination for Cause. Either Party may terminate in whole or in part this Contract or a Service Order for cause if the other party commits a material breach of the Contract and fails to cure such breach within seven days of receipt of written notice from the non-breaching Party. **(B) EOU Termination for Convenience.** In addition, EOU may terminate in whole or in part this Contract or a Service Order for convenience and without cause by sending written notice to Consultant. **(C)** In the event of a termination by Consultant for cause or by Owner for convenience, Consultant shall be entitled to payment for Services performed prior to the termination. Under no circumstances shall Consultant be entitled to payment for unperformed or terminated Services or for lost profit under this Contract or any other contract. Upon termination by either party for any reason, Consultant, at the election of EOU, shall assign any subconsultant agreements to EOU or EOU's designee.

25. NO THIRD PARTY BENEFICIARIES. EOU and Consultant 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.

26. TIME TO PERFORM. Consultant agrees that time is of the essence in each and every term of this Contract, and, subject to the standard of care, Consultant shall perform its Services to meet the Time for Completion. By agreeing to a Service Order or a Service Order Amendment, Consultant to the extent applicable, agrees that the Time for Completion includes allowances for periods of time required for EOU's review, for the performance of EOU's other consultants as applicable, for approval of submissions by authorities having jurisdiction of the project, and for all other reasonably foreseeable events and circumstances. The Time for Completion shall not be subject to extension except for reasonable cause not the fault or responsibility of Consultant. If reasonable cause exists, the Time for Completion may be adjusted, but only as agreed in writing by EOU and Consultant.

27. FOREIGN CONSULTANT. If the Consultant is not domiciled in or registered to do business in the State of Oregon, Consultant 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 Consultant shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

28. FORCE MAJEURE. Neither EOU nor Consultant shall be held responsible for delay or default to the extent of a demonstrated impact caused by fire, riot, acts of God, or war where such cause was beyond, respectively, EOU's or Consultant's reasonable control. Consultant 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.

29. 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.

30. Offset. Any amounts otherwise due and owing to Consultant under this Contract are subject to EOU's right to offset any claims for costs, expenses or damages EOU has against Consultant.

31. SUSTAINABLE PRODUCTS AND SERVICES. Sustainable Products and Services are products and services with a reduced negative impact on human health and the environment when compared to competing products and serving the same purpose ("Sustainable Products and Services"). Consultant will use Sustainable Products and Services to the maximum extent possible when performing the work under this Contract. Upon request by Eastern Oregon University, Consultant will provide a report detailing the use of Sustainable Products and Services when performing work under this Contract. Suggested categories that may be included in the report include green office and energy efficiency practices; support for underserved populations; sustainable material sourcing; waste reduction; water conservation measures; and sustainability practices and policies.

32. UNSUPERVISED CONTACT WITH MINOR STUDENTS. Consultant shall ensure that none of its officers, employees, or agents, including subcontractors, will have direct, unsupervised Contact with minor students while on EOU property. Consultant will work with EOU to ensure compliance with this requirement. If Consultant is unable to ensure through a security plan that none of its officers, employees, or agents, including subconsultants, will have direct, unsupervised contact with minor students in a particular circumstance, then Consultant shall notify EOU before beginning any work that could result in such contact. Consultant authorizes EOU to obtain information about Consultant and its history and to conduct a criminal background check, including fingerprinting, of any Consultant's officers, employees, or agents, including subconsultants, who will have unsupervised contact with minor students. Consultant shall cause its officers, employees, and agents, including subcontractors, if any, to authorize EOU to conduct these background checks. EOU will pay all such fees associated with the background check or, if Consultant pays such fees, they shall be subject to reimbursement by EOU without markup.

33. OREGON PUBLIC RECORDS LAW. Consultant hereby acknowledges that this Contract is subject to the requirements of the Oregon public records law (ORS 192.410 – 192.478) and that information Consultant discloses to EOU may be subject to public disclosure. EOU is not in breach of any provision of the Contract if, according to EOU's interpretation of public records law, it discloses or maintains records of any information provided by Consultant. In the event this Contract calls for EOU to notify Consultant of a public records request related to this Contract, the time period for such notice will begin to accrue on the date at which the requesting party either agrees to pay any fees related to the request, or EOU waives said fees.

Notwithstanding anything to the contrary in this Contract, EOU's notice to Contractor of such a public records request may be made via email.

34. CONFLICT OF INTEREST. The Consultant 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. Consultant will request EOU's written consent through the methods provided in Section 15 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 be deemed to have denied such consent.

35. MERGER. This Contract constitutes the entire agreement between the parties with respect to the subject matter. 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. Consultant, by the signature hereto of its authorized representative, acknowledges having read and understood this contract and Consultant 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 in any Service Order or Service Order Amendment 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 Consultant as defined in ORS 670.600; (d) certify that I am authorized to act on behalf of Consultant; (e) the statements contained in Exhibit C attached hereto are true and correct; and (f) understand that EOU has adopted policies applicable to Consultants 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 MASTER SERVICE AGREEMENT as of the dates written below.

CONTRACTOR SIGNATURE:

By _____
Signature Date

Print Name Title

EASTERN OREGON UNIVERSITY SIGNATURES

By _____
John Garlitz, Director of F&P Date

By _____
LeeAnn Case, VPFA Date

**EXHIBIT A – SERVICE ORDER FOR
MASTER CONSULTANT SERVICES AGREEMENT PROCUREMENT # FP-202x-0x
SERVICE ORDER # _____ FOR MSA # _____**

This Service Order is entered into between EOU and Consultant pursuant to the Contract referenced above. Pursuant to Section 4 of the Master Agreement, the Consultant agrees that the terms and conditions of the Master Agreement shall exclusively govern the parties' rights and obligations. No additional or supplemental terms and conditions included in any proposal, quote, or bid shall apply or be enforceable.

1. STATEMENT OF SERVICES (provide a detailed description of services in the space provided below and/or as an attachment A1 as provide by the Consultant):

Refer to Attachment A.1 - Consultant SOW & Fee estimate dated « insert date ».

2. TIME FOR COMPLETION: Consultant agrees to complete the Services required under this Service Order by:
« insert deadlines »

3. COMPENSATION (*Invoices must be submitted via email to FP-Billing@eou.edu*)

A. Consultant's compensation for Services performed pursuant to this Service Order shall be:

\$« insert fee estimate » on a « insert fee type, T&M NTE, Lump Sum, etc »

B. Consultant shall not submit billings for, and EOU will not pay or be responsible for, any amount in excess of any lump sum or maximum compensation amount as may be set forth above. If any lump sum or maximum compensation amount is increased by Service Order Amendment, the Service Order Amendment must be signed by both EOU and Consultant before Consultant performs work subject to such Change Order.

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 related expenses will be reimbursed in accordance with the EOU Fiscal Policy Manual and within the not-to-exceed amount above.

SIGNATURES: <<TO BE SIGNED UPON EOU'S DIRECTION AND ONLY AFTER EXECUTION OF AN MSA>>

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

CONSULTANT SIGNATURE:

By _____

Signature _____ Date _____

Print Name _____ Title _____

EASTERN OREGON UNIVERSITY SIGNATURES

By _____

John Garlitz, Director of F&P _____ Date _____

By _____

LeeAnn Case, VPFA _____ Date _____

EXHIBIT A1 – CONSULTANT SERVICE ORDER AMENDMENT #0x
THIS CHANGES SERVICE ORDER #_____ FOR MSA #_____

This Service Order Amendment modifies the above referenced Service Order under the Master Consultant Services Agreement between EOU and Consultant.

1. DESCRIPTION OF CHANGE IN SERVICES:

Refer to Attachment A1.1 - Consultant SOW & Fee estimate Amendment dated, « insert date ».

2. THE CHANGE IN CONSULTANT'S COMPENSATION:

Original Service Order Amount	\$
Current Amount Adjusted by Previous Amendments	\$
The Amendment Amount Due to this Amendment will be Increased/(Decreased)	\$
The New Service Order Amount Including this Amendment	\$
% Change from Original Service Order Amount	\$

This Service Order Amendment constitutes full compensation to the Consultant arising from or relating to the subject matter of this Service Order Amendment or from the cumulative effect of all prior Service Order Amendments. Except as provided herein, all terms and conditions of the Contract remain in full force and effect.

3. THE CHANGE IN TIME FOR COMPLETION IS: « insert deadlines »

4. JUSTIFICATION:

SIGNATURES: <<TO BE SIGNED ONLY UPON EOU'S DIRECTION IF AN AMEND OCCURS>>

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

CONTRACTOR SIGNATURE:

By _____
 Signature Date

 Print Name Title

EASTERN OREGON UNIVERSITY SIGNATURES

By _____
 John Garlitz, Director of F&P Date

By _____
 LeeAnn Case, VPFA Date

EXHIBIT B – INSURANCE REQUIREMENTS
MASTER AGREEMENT CONSULTANT SERVICES AGREEMENT
PROCUREMENT #FP-20xx-0x, MSA # _____

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

1. Workers' Compensation Insurance (required for Consultants with one or more workers, as defined by ORS 656.027 and Employer's Liability.

Consultant, its subconsultants, if any, and all employers providing work, labor, services, or materials under 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, and shall maintain employer's liability coverage of no less than **\$500,000** each accident, disease, and employee.

2. Professional Liability Insurance.

Professional Liability Insurance coverage is based on the nature of the services and any applicable licensing or regulatory obligations. Design professionals shall carry coverage with minimum limits of **\$2,000,000** per claim and **\$4,000,000** aggregate. Surveyors, testing laboratories, and other licensed technical consultants, defined as consultants providing services under a professional license or certification recognized by state or federal regulatory bodies, shall carry coverage with minimum limits of **\$1,000,000** per claim and **\$2,000,000** aggregate.

All other consultants may be required to carry coverage at EOU's discretion, based on the scope of work and applicable industry standards. If required, the minimum limit shall be **\$500,000** per claim.

Coverage shall apply to claims resulting from errors, omissions, or negligent acts in the performance of services under this Contract. Design professionals shall maintain coverage through the applicable Statute of Repose. All other required consultants shall maintain coverage for four years following completion of services, unless otherwise agreed in writing.

3. General Liability Insurance.

General Liability Insurance with a combined single limit, or the equivalent, of not less than **(\$1,000,000 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 and its divisions, officers, and employees are Additional Insured but only with respect to the Consultant's services to be provided under this contract. The coverage provided to the additional insureds shall be as broad as the coverage provided to the Named Insured and the policy shall be endorsed to be primary and non-contributory with any other insurance maintained by the additional insureds and must provide insured status for the entire period for which on-going and completed operations coverage is required to be maintained herein. For design professionals, the products and completed operations coverage must be maintained and renewed for no less than the duration of the applicable statute of repose.

4. Automobile Liability Insurance.

Automobile Liability Insurance with a combined single limit, or the equivalent, of not less than **\$1,000,000 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 Consultant 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 all insurance policies (including for any subconsultants); trust agreements, etc. shall be provided to EOU. The Consultant shall be financially responsible for all pertinent deductible, self-insured retentions and/or self-insurance. Compliance with the insurance obligations herein shall be a condition precedent to Consultant's right to payment.

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 Consultant 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
MASTER AGREEMENT CONSULTANT SERVICES AGREEMENT
PROCUREMENT #FP-20xx-0x, MSA # _____**

(All Consultants 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).

Consultant Signature: _____

Date: _____

1. EXHIBIT D –TRAVEL REIMBURSEMENT POLICY
MASTER AGREEMENT CONSULTANT SERVICES AGREEMENT
PROCUREMENT #FP-20xx-0x, MSA # _____

The Contractor is required to consult the **EOU Travel webpage** (<https://www.eou.edu/busserv/travel/>) each invoice to confirm the latest **Contractor Travel Guidelines** are being invoiced.

The most recent **Contractor Travel Guidelines** are located here:

<https://www.eou.edu/busserv/files/2025/01/Contractor-form-2025.pdf>

Note: EOU's travel guidelines differ from the State of Oregon's. Frequent errors include:

- Not applying La Grande, OR as a low-cost city for meal and lodging rates.
- Not submitting required mileage documentation, such as maps or mileage tracking reports. IRS-compliant mileage tracker apps are recommended.
- Seeking reimbursement for non-allowable expenses, such as gratuities, alcohol, laundry, or meals on one-day trips.
- Not providing itemize recipients when not seeking per diem.
- Requesting duplicate reimbursement for mileage and fuel or rental vehicle costs.

Contractors are responsible for ensuring their travel reimbursements adhere to the current rates and policies. Failure to follow these guidelines will result in reimbursement delays or denials.

END ATTACHMENT A