EASTERN OREGON UNIVERSITY – GENERAL RFP PROVISIONS

Under the University purchasing policy, EOU reserves the right to reject any and all Proposals received as a result of this RFP.

1. Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the closing deadline, provided that a written request is received by EOU Administrative Coordinator, prior to the Closing date. Withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2. Requests for Clarification and Requests for Change: Proposers may submit questions regarding the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule of Events, at the Purchasing and Contract Services address or email address as listed in the Contact Information section of the RFP. EOU will provide written response to questions to all Proposers that submit a Notice of Interest. Proposers may submit requests for changes under the same conditions as noted above for submitting questions. Requests for changes must include the reason for the change, identify the proposed changes, and why the proposed changes are in the best interests of EOU. The purpose of this requirement is to permit EOU to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. EOU will consider requested changes and, if appropriate, amend the RFP. EOU will provide reasonable notice of its decision to all Proposers that submit a Notice of Interest. All clarifications and changes to the RFP shall be by written addendum to the RFP. No other clarifications or changes shall be binding, including but not limited to oral or written instructions or information concerning this RFP from EOU managers, employees or agents to prospective Proposers.

3. Protests of the RFP/Specifications: Protests must be in accordance with OAR 580-061-0145. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule of Events, at the Purchasing and Contract Services address or email address as listed in the Contact Information section of the RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

4. Addenda: If any part of this RFP is amended, an addendum will be provided on the Oregon Public Universities Shared Resources website (www.orpu.org), along with a copy to all parties who submit the Notice of Interest.

5. Post-Selection Review and Protest of Award: EOU will name the apparent successful Proposer in a "Notice of Intent to Award" letter. Identification of the apparent successful Proposer is procedural only and creates no right whatsoever in the named Proposer to award of the contract or other benefit hereunder. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file

and evaluation report at the Purchasing and Contract Services office and file a written protest of award. Any award protest must be in writing and must be delivered by hand delivery, mail, or email to the address for the Purchasing and Contract Services Office as listed in the Contact Information section of the RFP. Protests may not be faxed.

EOU will consider any protests received and either:

(A) Reject all protests and proceed with final evaluation and permissible contract negotiation with the apparent successful Proposer. Pending the satisfactory outcome of this final evaluation and negotiation,
EOU may subsequently enter into a contract with the named Proposer; OR
(B) Sustain a meritorious protest(s) and reject the proposal of the apparent successful Proposer as nonresponsive, provided such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, EOU may name a new apparent successful Proposer; OR
(C) Reject all Proposals and postpone or cancel the RFP.
The EOU Vice President for Finance and Administration or designee will timely respond to the protest after receipt. This protest decision shall be final.

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

7. Public Records: Proposals are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFP and one copy of each original submitted Proposal, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:** "This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192." The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance." ORS 192.500(1). Therefore, non-disclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

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

announcement of the apparent successful Proposer in order to complete its investigation.

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

10. 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.

11. Right to Reject Proposals: EOU reserves the right to reject any or all Proposals, if such rejection would be in the public interest, as determined by EOU in its discretion.

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

13. Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of 60 calendar days following the Closing date. EOU may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

14. Oral Presentations: 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 Proposer's original Proposal. If the evaluating committee requests presentations, the Issuing Office will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by EOU. Note: Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, written Proposals should be complete.

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

16. Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a management agreement containing terms substantially similar to the terms listed in Exhibit A – Eastern Oregon University Terms and Conditions, attached hereto and made a part hereof. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 3 and 4 of the "General Provisions" of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP.

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

18. Rejections and Withdrawals. EOU reserves the right to reject any or all Proposals or to withdraw any item from the award.

19. RFP Incorporated into Contract. This RFP will become part of the Contract between EOU and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of Exhibit A. In addition, the final negotiated contract must reflect a mutual intent of the parties that the management agreement will comply with Internal Revenue Service, Revenue Procedure 97-13 as described in section 5.03(4) thereof (contemplating a fixed fee arrangement.)

20. 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.

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

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

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

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

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

26. 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 at its sole discretion. The committee's recommendations will be forwarded to the Vice President for Finance and Administration, or designee, for final approval.

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