

SOUTHERN OREGON UNIVERSITY

REQUEST FOR PROPOSAL (RFP) RFP 2019-17

ADMINISTRATOR: Southern Oregon University
Procurement Analyst: Brian Kinsey
PHONE : (541) 552-6700
FAX : (541) 552-6138

CrossFit Venue and Coaching

ISSUE DATE: February 21, 2019
RFP DUE DATE: **March 14, 2019 3:00 PM**

Web Viewers Note: There may be attachments to this RFP. Please contact the Procurement Analyst listed to obtain any necessary attachments.

NO ORAL BIDS WILL BE ACCEPTED

NO LATE BIDS WILL BE ACCEPTED

Preferred Submittal Location:

<https://sou.bonfirehub.com/portal>

Alternative Submittal Location:

Southern Oregon University
Service Center, Britt Hall
Attn: Brian Kinsey
1250 Siskiyou Blvd
Ashland, OR 97520
Phone: (541) 552-6413

SCHEDULE OF EVENTS

Request for Proposal Issue DateFebruary 21, 2019

Deadline for Protest of Bid Specifications
And Requests for Clarification.....February 26, 2019 3:00 PM

Deadline for Contractor QuestionsMarch 4, 2019 3:00 PM

Deadline for SOU Response to Questions.....March 8, 2019 3:00 PM

Request for Proposal Due Date.....March 14, 2019 3:00 PM

Any changes to schedule dates will be posted on the website <https://sou.bonfirehub.com/portal>

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I. INTRODUCTION AND BACKGROUND

Project Overview

Southern Oregon University (SOU) began as Ashland Academy in 1872, and today serves as a regional University and center for education, culture and scholarship. The main campus is located in Ashland, Oregon, combining quality education with a spectacular location. Surrounded by rugged mountains, rivers, and lakes, the beautiful 175-acre campus is home to 6,100 students from around the world.

SOU is a four-year public university specializing in liberal arts, sciences, and select graduate and professional programs. Our faculty and staff create a dynamic environment that engages students in the process of learning. Our strong commitment to each student provides a personalized approach that is both academically challenging and personally supportive. Our rich liberal arts and sciences curriculum is balanced with career-focused preparation. With 100 areas of study including 35 majors, we are committed to making the educational experience unique and enriching for all of our students.

SOU's values are reflected in our mission statement:

Southern Oregon University is a regionally-engaged learning community committed to being the educational provider of choice for learners throughout their lives. We inspire curiosity and creativity, compel critical thinking, foster discovery, and cultivate bold ideas and actions. We achieve student success, professional preparation, and civic engagement through service excellence, evolving technologies, and innovative curriculum. We foster access, equity, inclusion and diversity in thought and practice. We prepare our learners to be responsible, engaged citizens in our democracy. We promote economic vitality, sustainability, cultural enrichment, and social well-being in our region, the state, the nation, and the world.

SOU is committed to sustainability, which is integral to all we do.

Southern Oregon University seeks a venue that provides student-athletes with an indoor facility and professional strength training a couple of times per week.

Project Term

The term for the contract awarded pursuant to this Request for Proposal (RFP) shall be for a period effective from the date of contract execution and extending until completion of the project as detailed herein. SOU, at its sole discretion, may choose to amend any ensuing contract for additional work.

This project will need to commence ASAP and continue until **June 15, 2019**. There will be no extensions or renewals of this contract.

II. Minimum Specifications

Refer to Attachment D, Specifications.

Technical Contacts:

Email technical questions to sou-rfp@sou.edu

or

Fax technical questions to (541) 552-6138; be sure to reference RFP #2019-17 on your fax cover sheet

SOUTHERN OREGON UNIVERSITY INSTRUCTIONS TO BIDDERS

All proposals are subject to the provisions and requirements of the applicable Oregon Revised Statutes, Oregon Administrative Rules, and Southern Oregon University Policies.

BID PREPARATION

PROPOSAL FORMAT: Proposals must be typewritten or prepared in ink and must be submitted on the form provided in the Request for Proposal, including the Price Sheet and the Bidder Certification. Proposals must be submitted as indicated in the Request for Proposal. Proposals may be submitted in writing to the SOU Finance & Administration office via e-mail, mail, or in person.

Bidders must submit the form provided entitled "Price Sheet," included in this package, as Attachment B; the form entitled "Bidder Certification," included in this package, as Attachment C; and, if applicable, any required descriptions of constructions, goods or services that are different from the Minimum Specifications necessary for a proposal, to be considered responsive.

NO ORAL OR FACSIMILE BIDS WILL BE ACCEPTED.

CONFORMANCE TO PROPOSAL REQUIREMENTS: Proposals must conform to the requirements of the Request for Proposal. Unless otherwise specified, all items bid must be new, unused and not remanufactured in any way. Proposal prices must be for the unit indicated on the Price Sheet. Proposal prices must also reflect consideration of all terms and conditions contained in the Request for Proposal, including, but not limited to, the Southern Oregon University Standard Contract Provisions for Goods and Services Contract. Failure to comply with all requirements may result in proposal rejection.

ADDENDA: Only documents issued as addenda by the SOU Finance and Administration Office serve to change the RFP in any way. No other direction received by the bidder, written or verbal, serves to change the RFP document. NOTE: IF YOU HAVE SUBMITTED A BID, YOU SHOULD CONSULT THE BONFIRE WEBSITE TO ASSURE THAT YOU HAVE NOT MISSED ANY ADDENDA ANNOUNCEMENTS. BIDDERS ARE NOT REQUIRED TO RETURN ADDENDA WITH THEIR BID. HOWEVER, BIDDERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL PROPOSAL. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE BIDDER'S BID NON-RESPONSIVE, WHICH MAY CAUSE THE BIDDER'S PROPOSAL TO BE REJECTED.

PRODUCT IDENTIFICATION: Bidders must clearly identify all products bid unless the products bid on are already specified in the Bid Form with Price Sheet. SOU reserves the right to reject any bid when the product information submitted with the bid is incomplete.

FOB DESTINATION: Unless specifically allowed in the RFP, BID PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges paid by the bidder.

DELIVERY: Delivery time must be shown in number of calendar days after receipt of order.

DELINQUENT OREGON TAXES: Bidders must certify, under penalty of perjury, that they are not in violation of any Oregon tax laws. No contract for the purchase of goods and/or services will be awarded to a bidder who cannot so certify.

DEVIATIONS: Any deviation from bid specifications, terms and conditions may result in bid rejection.

SIGNATURE ON PROPOSAL: The Price Sheet and the Bidder Certifications must be signed in ink by an authorized representative of the bidder. Signature on these documents certifies that the bid is made without connection with any person, firm or corporation making a bid for the same goods and/or services and is in all respects fair and without collusion or fraud.

Signature on these documents also certifies that the bidder has read, fully understands, and agrees to be bound by the Request for Proposal, which includes the SOU procurement policies, Instructions to Bidders, Southern Oregon University's Standard Contract Provisions, and all Attachments and Addenda to the Request for Proposal. No consideration will be given to any claim resulting from bidding without comprehending all requirements of the Request for Proposal.

PROPOSAL MODIFICATION: Modifications or erasures made before bid submission should be initialed in ink by the person signing the bid. Bids, once submitted, may be modified in writing before the time and date set for bid closing. Any modifications should be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior bid. Bidders may not modify bids after bid closing time.

PROPOSAL WITHDRAWALS: Bids may be withdrawn in writing on company letterhead signed by an authorized representative and received by the SOU Finance & Administration office prior to bid closing time. Bids may also be withdrawn in person before bid closing time upon presentation of appropriate identification.

CANCELLATION: SOU reserves the right to cancel or postpone this RFP at any time or to award no contract and to do so for any reason.

PROTEST OF PROPOSAL SPECIFICATIONS AND REQUESTS FOR CLARIFICATION: A bidder who believes bid specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the SOU representative identified below. A bidder who does not understand the bid specifications may also submit a request for clarification, in writing, to the SOU representative identified below. To be considered, protests and requests for clarification should be submitted via email, facsimile, or in person to the SOU representative identified below, and they must be received by the SOU representative at least two days before the bid closing date (ten days if the bid is for a public improvement), unless otherwise specified in the bid document.

No information obtained in any conversation with any SOU personnel will serve to change the requirements of the RFP.

The purpose of the period for protests and requests for clarification is to permit SOU to correct specifications, prior to the opening of bids. This period allows SOU to make needed corrections through the issuance of addenda, prior to the opening of bids. SOU will consider all properly made protests and requests for clarification, and, if appropriate, amend the RFP.

Protests or requests for clarification submitted to anyone other than the SOU representative listed below may not be considered. SOU is not responsible for any protests or requests that are not submitted by the due date and time specified in the Schedule of Events. Protests should be marked as follows:

Bid Specification Protest for RFP #2019-17 (February 26, 2019 3:00 PM), Closing Date: (March 14, 2019 3:00 PM)

Submit Protests and Requests for Clarification to the following SOU representative:

Brian Kinsey, Service Center Director
Southern Oregon University
Service Center, Britt Hall
1250 Siskiyou Blvd

Ashland, OR 97520
E-Mail: sou-rfp@sou.edu
Voice: (541) 552-6413
Fax: (541) 552-6138

REQUIRED SUBMITTALS: It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If pertinent information or required submittals are not included within the Proposal, it may cause the Proposal to be rejected or have an adverse impact on evaluation.

PROPOSAL SUBMISSION: Proposals may be submitted to the SOU Finance and Administration office in one of the following methods. No oral or telephone quotes will be accepted.

Preferred Method. Complete Proposals (including all attachments) may be submitted online at <https://sou.bonfirehub.com/portal>. The Proposals must be electronically received by the Closing Date and Time indicated by the Schedule of Events.

Alternative Method. An original and electronic copy (on alternative electronic storage device) of the complete Proposal may be mailed or hand-delivered to the Office of Finance & Administration per the contact information provided below prior to the Closing Date and Time indicated by the Schedule of Events. The envelope/package containing the response must be clearly marked "**Response to RFP #2019-17.**"

The original Proposal must be **signed in blue ink** by an authorized representative of the Proposer. Alterations or erasures shall be initialed in ink by the person signing the Proposal. Proposals may not be submitted by telephone or fax.

It is the responsibility of the Proposer to ensure that Proposals arrive by the Closing Date and Time. **LATE PROPOSALS WILL NOT BE ACCEPTED.** Proposals may be hand delivered, or mailed to:

Hand Delivery: *(Including UPS, FEDEX)*
Southern Oregon University
1250 Siskiyou Boulevard
Britt Hall, Third Floor
Ashland, Oregon 97520

Mailing Address:
Brian Kinsey, Service Center
Southern Oregon University
1250 Siskiyou Boulevard
Ashland, Oregon 97520

SOU shall not be responsible for identifying or considering any bid not properly marked and not submitted in a timely manner.

BID OPENING: Bids will be opened at the scheduled opening time at SOU Finance and Administration office (unless otherwise specified), 1250 Siskiyou Blvd, Churchill Hall, Room 122, Ashland, OR. Bidders may be present; however, award decisions will not be made at the opening. Only names of those companies that submitted bids will be announced.

BID EVALUATION AND AWARD

EVALUATION PROCESS: Bids will be awarded based upon the evaluation criteria in the Request for Proposal and in applicable SOU Policies and Oregon Administrative Rules.

Ordinarily, bids will be evaluated to identify the "lowest responsive responsible bidder." The "lowest responsive responsible bidder" is the lowest bidder who has substantially complied with all requirements of the Request for Proposal and who can be expected to deliver promptly and perform reliably.

However, SOU may engage in the Negotiations process, the Low Tie Bids process, or other processes identified in the applicable SOU Policies and Oregon Administrative Rules to determine the contract award.

If a contract is awarded, SOU will issue a Professional Services Contract (PSC) that incorporates the RFP terms and conditions and Bidder's Bid Form with Price Sheet and Bidder's Certifications.

The stages of review and evaluation are as follows:

- a. **Determination of Responsiveness:**
SOU will first review all accepted Proposals to determine Responsiveness. Proposals that do not comply with the instructions or are incomplete may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A Proposer has the right to appeal the decision pursuant to SOU's Procurement and Contracting Code (FAD.057 (580-061)).
- b. **First Stage Evaluation:**
SOU may request in writing additional information from all qualified Proposers prior to completing the first stage evaluation.

Those Proposals determined to be Responsive will be evaluated using the requirements identified in Section II Minimum Specifications, above at page 5. Proposals will be scored based on the evaluation criteria listed below. Scores will be used to determine Proposers within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.

SOU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, Written Notice of Intent to Award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers, or an award may be made directly without a notice of intent in those instances of a single Responsive Proposer.

- c. **Second Stage Evaluation:**
If an award is not made after the first stage evaluation, SOU may choose any of the following methods in which to proceed:
 - i. Issue a Written Invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. SOU may also request in writing additional information from any or all Proposers in the competitive range through the written invitation. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
 - ii. Engage in oral or written discussions with and receive best and final Proposals from all Proposers in the competitive range or all Proposers submitting responsive Proposals. Discussions may be conducted for the following purposes:
 - Informing Proposers of deficiencies in their initial Proposals;

- Notifying Proposers of parts of their Proposals for which SOU would like additional information; or
- Otherwise allowing Proposers to develop revised Proposals that will allow SOU to obtain the best Proposal based on the requirements set forth in this Request for Proposal.

The conditions, terms, or price of the Proposal may be altered or otherwise changed during the course of the discussions provided the changes are within the scope of the Request for Proposal. Best and final Proposals will be scored based on the evaluation criteria listed below. Points awarded in the first stage evaluation will not be carried to the second stage evaluation. Contract will be awarded to the Proposer who, in SOU’s opinion, best meets the requirements and qualifications of the RFP and SOU’s needs.

d. Additional Stages of Evaluation:

If after completion of the second stage evaluation an award is not made, SOU may add another stage of evaluation using any of the methods outlined in the second stage evaluation above.

EVALUATION CRITERIA: Points will be given in each criterion and a total score will be determined. The maximum points available for each criterion are identified below.

Evaluation Criteria	Points
Venue size (can accommodate 30 athletes per session)	25
Experienced and certified CrossFit coaches on site	25
General Physical Preparedness program made applicable to college athletes	25
Proximity to SOU (20 miles or less)	25
Total	100

NEGOTIATIONS: SOU may commence serial negotiations with the highest ranked Proposer or commence simultaneous negotiations with all eligible Proposers. SOU may negotiate:

- a. The statement of work;
- b. The Contract price as it is affected by negotiating the statement of work; and
- c. Any other terms and conditions determined by SOU in its sole discretion to be reasonably related to those expressly authorized for negotiation.

Terms and conditions within the sample contract that are unrelated to the statement of work or Contract price may be negotiated after award, but before legal review or execution of the Contract. If a successful contract cannot be negotiated in a timely manner after award, SOU may conclude contract negotiations and rescind its award to that Proposer and return to the most recent RFP stage to negotiate with another Proposer for award.

PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS: Due to limited resources, SOU generally will not completely review or analyze bid responses which on their faces fail to comply with the requirements of the bid documents or which clearly are not the best bids, nor will SOU generally investigate the references or qualifications of those who submit such bid responses. Therefore, neither the release of a bidder’s bid bond (if applicable), the return of a bid response, nor acknowledgment that the selection is complete operates as a representation by SOU that an unsuccessful response was complete, sufficient, or lawful in any respect.

ADDITIONAL INSTRUCTIONS

DELIVERY: Significant delays in delivery of product or services specified may be considered in determining award if early delivery is required.

MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Unless qualified by the provision "NO SUBSTITUTE," any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Proposers may offer any brand for which they are an authorized representative which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate in the proposal form the manufacturers' name and number. Proposers shall submit with their proposal sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the RFP.

CASH DISCOUNTS: Cash discounts will not be considered for award purposes unless stated in the bid documents.

PAYMENT: Bids which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.

INVESTIGATION OF REFERENCES AND CONSIDERATION OF PAST PERFORMANCES: SOU reserves the right to investigate the references and the past performance of any bidder, including but not limited to the bidder's performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. SOU may postpone the award or execution of the contract after the announcement of the apparent successful bidder in order to complete its investigation and may take the results of its investigation into account when conducting bid evaluations. SOU reserves the right to reject any bid response or to reject all bid responses at any time prior to SOU's execution of contract if it is determined to be in the best interest of SOU to do so.

PROPOSALS ARE OFFERS: The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the Request for Proposal, its Exhibits, and Addenda. The offer is binding on the Proposer for one hundred twenty (120) days. SOU's award of the Contract constitutes acceptance of the offer and binds the Proposer. The Proposal must be a complete offer and fully Responsive to the Request for Proposal.

CONTINGENT PROPOSALS: Proposer shall not make its Proposal contingent upon SOU's acceptance of specifications or contract terms that conflict with or are in addition to those in the Request for Proposal, its Exhibits, or Addenda.

METHOD OF AWARD: SOU reserves the right to make the award by item, groups of items, or entire bid, whichever is in the best interest of SOU.

RIGHT TO REJECT: SOU may reject, in whole or in part, any Proposal not in compliance with the Request for Proposal, Exhibits, or Addenda, if upon SOU's written finding that it is in the public interest to do so. SOU may reject all Proposals for good cause, if upon SOU's written finding that it is in the public interest to do so. Notification of rejection of all Proposals, along with the good cause justification and finding of public interest, will be sent to all who submitted a Proposal.

BID RESULTS: Ordinarily, only bidders who receive awards will be notified of bid results; unsuccessful bidders will not be notified.

Bidders may view tabulations of awarded bids by requesting a copy of such from the Finance and Administration office.

PUBLIC RECORD: Upon completion of the Request for Proposal process, information in your Proposal will become subject records under the Oregon Public Records Law. Only those items considered a “trade secret” under ORS 192.345(2) may be exempt from disclosure. If a Proposal contains what the Proposer considers a “trade secret” the Proposer must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

LEGAL REVIEW: Prior to execution of any Contract resulting from this Request for Proposal, the Contract may be reviewed by a qualified attorney for SOU pursuant to the applicable Oregon Revised Statutes, Oregon Administrative Rules, and SOU policies. Legal review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD: Any Proposer who feels adversely affected or aggrieved may submit a protest within three (3) business days after SOU issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Request for Proposal number and title. The rules governing protests are at SOU’s Procurement and Contracting Code (FAD.057 (580-061)).

Attachment A

GOODS & SERVICES CONTRACT

STANDARD CONTRACT PROVISIONS

1. ACCESS TO RECORDS. Contractor will maintain records, sufficient to accurately document its performance of this Contract. University will have access to such records of Contractor for the purpose of determining compliance with this Contract. Contractor will retain all such records, for a minimum of six years following final payment under or termination of this Contract, or such longer period as may be required by applicable law or to conclude any audit, review, or controversy.

2. INDEMNITY FOR INFRINGEMENT CLAIMS. EXCEPT TO THE EXTENT ARISING FROM MATERIALS PROVIDED TO CONTRACTOR BY UNIVERSITY, WHICH MATERIALS ARE UTILIZED BY CONTRACTOR IN THEIR UNALTERED FORM AND WITHOUT LIMITING THE GENERALITY OF THE INDEMNIFICATION CLAUSE REFERENCED IN THE HOLD HARMLESS SECTION BELOW, CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS UNIVERSITY AND ITS GOVERNING BOARD, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE DELIVERABLES INFRINGE ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY. The indemnity under this Section will not apply to the extent such alleged or actual infringement arises as a result of (i) modifications of such work made by University which were not approved by Contractor, or (ii) Contractor's compliance with any of University's designs, specifications or instructions. In the event that a court of competent jurisdiction determines in a final, non-appealable order that the work is infringing in a manner for which Contractor is obligated to indemnify University pursuant to this Section, Contractor will, at its option, (1) procure for University the right to continue using such infringing work; (2) replace the infringing work with a non-infringing item of like form, fit or function; or (3) modify the work so that it no longer infringes.

3. HOLD HARMLESS. Contractor will be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from any act or omission of Contractor, its subcontractors, agents, or employees. Contractor will indemnify and hold harmless University, its governing board and their directors, officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the acts or omissions of Contractor or its subcontractors, officers, agents, or employees.

4. INSURANCE. Contractor shall secure at its own expense and keep in effect during the term of the Contract either comprehensive general liability insurance with broad form CGL endorsement or commercial general liability insurance with a minimum limit of \$2,000,000 per occurrence and auto liability insurance with a minimum limit of \$2,000,000 per occurrence, each with annual aggregate limit of \$4,000,000. 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. Southern Oregon University, and its governing board, officers and employees shall be included as an additional insured in said insurance policy. If any of the liability insurance is arranged on a "claims made basis," then "tail" coverage will be required at the completion of the Contract for a duration of twenty-four (24) months. University may require that the Contractor furnish the University with certificate(s) of insurance as evidence of insurance coverage before commencing work under the Contract.

5. INDEPENDENT CONTRACTOR STATUS. The services to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of University for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that University provides for its employees. Nothing in this Contract will be construed to create a partnership, joint venture, franchise, agency, or employment relationship between the Parties. Notwithstanding the generality of the foregoing and for the avoidance of doubt, Contractor will not be working under the direction and control of University, and this Contract is non-exclusive for both parties.

6. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract ("Work Product") is the exclusive property of University. University and Contractor intend that such Work Product be deemed "work made for hire" of which University will be deemed the author. If for any reason the Work Product is not deemed

“work made for hire,” Contractor by this Contract irrevocably assigns to University all its right, title, and interest in and to any and all of the WorkProduct, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor will execute such further documents and instruments as University may reasonably request in order to fully vest such rights in University. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

7. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants that (1) Contractor has the power and authority to enter into and perform this Contract; (2) The individual signing for Contractor is authorized to execute this Contract on behalf of Contractor; (3) This Contract, when executed and delivered, will be a valid and binding obligation of Contractor, enforceable in accordance with its terms; (4) The work under this Contract will be performed in a good and workmanlike manner and in accordance with the highest professional standards; (5) Contractor will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work; and (6) Contractor’s name, as it appears in this Contract, is Contractor’s legal name, as it will appear in the Contractor’s W-9, and if Contractor is an entity rather than an individual that the entity named in this Contract is validly existing and in good standing. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

8. EQUAL EMPLOYMENT OPPORTUNITY NOTICES. This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

9. TERMINATION. (a) This Contract may be terminated at any time by mutual written consent of both Parties. (b) University may at its sole discretion terminate this Contract in whole or in part upon 30-days’ written notice to Contractor. (c) University may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by University if: (i) federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that any Deliverables or services to be provided by Contractor under this Contract are no longer allowable or appropriate for purchase by University or are no longer eligible for the funding proposed for payment authorized by this Contract; (ii) any license or certificate required by law or regulation to be held by Contractor to provide Deliverables under this Contract is denied, revoked, or not renewed for any reason; (iii) if Contractor becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by Contractor; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably to Contractor within ninety (90) calendar days. (d) University may terminate by written notice of default (including breach of contract) to Contractor the whole or any part of this Agreement if: (i) Contractor fails to provide services called for by this Agreement within the time specified in this Agreement or any extension of this Agreement; or (ii) Contractor fails to perform any of the other provisions of this Agreement, or fails to pursue the Work so as to endanger performance of this Agreement in accordance with its term and, after receipt of written notice from University, fails to correct such failures within 10 days or such longer period as University may determine at University’s sole discretion. In addition to the right to terminate, in the event of a default by Contractor under this section, University will have all other rights and remedies at law or in equity.

10. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS. University may terminate this Contract upon written notice to Contractor if it has not: (a) Received from the Oregon Legislative Assembly appropriations, limitations or expenditure authority, or (b) Received allotments from the Higher Education Coordinating Commission or allotments pursuant to ORS Chapter 291, sufficient to allow University, in the exercise of its reasonable administrative discretion, to pay the amounts of this Contract.

11. REMEDIES. (a) In the event of termination pursuant to Section 9(b), 9(c)(i), or 10, Contractor’s sole remedy will be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed

and accepted by University, less previous amounts paid and any claim(s) which University has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor will pay any excess to University upon demand. (b) In the event of termination pursuant to Sections 9(c)(ii) or (d), University will have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under these subsections, the rights and obligations of the Parties will be the same as if the Contract was terminated pursuant to Section 9(b). (c) Upon receiving a notice of termination of this Contract, Contractor will immediately cease all activities under this Contract, unless University expressly directs otherwise in writing. Upon termination, Contractor will deliver to University all Work Product, documents, information, works-in-progress and other materials that are or would be deliverables or otherwise the property of University had the Contract been completed. Upon University's request, Contractor will surrender to anyone University designates, all documents, research or objects or other tangible things needed to complete the work.

12. SUBCONTRACTS AND ASSIGNMENTS. Notwithstanding any other reference to subcontractors in this Contract, Contractor will not subcontract, assign, or transfer any of its interest in this Contract without obtaining prior written approval from University, which consent may be withheld by University in its discretion. As a condition to requesting prior written approval, Contractor must provide a written copy of any such proposed assignment or subcontract to University. University's consent to any assignment or subcontract will not relieve Contractor of any of its duties or obligations under this Contract. Any assignment or subcontract in contravention of this Section will be null and void.

13. CONFLICT OF INTEREST. Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner with or prohibit Contractor's full performance of this Contract. Contractor also covenants that in the performance of this Contract no person having any such interest will be employed. Contractor further covenants that its performance of this Contract will not cause any employee or volunteer of University to violate ORS Chapter 244.

14. LIMITATION OF LIABILITIES. UNIVERSITY WILL NOT 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.

15. WARRANTIES. Unless otherwise stated, all equipment shall be new and current models and shall carry full factory warranties. Contractor warrants all goods delivered to be free from defects in labor, material, and manufacture and to be in compliance with bid specifications. All implied or express warranty provisions of the Uniform Commercial Code (ORS, Chapter 72) are incorporated in this Contract. All warranties shall run to the State.

16. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the Parties or notices to be given under this Contract will be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or University at the address or number set forth on the first page of this Contract, or to such other addresses or numbers as the Parties may from time to time direct in writing. Any communication or notice so addressed and mailed will be deemed to be given five days after mailing. Any communication or notice delivered by facsimile will be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against University, such facsimile transmission must be confirmed by telephone notice to University's supervising representative. Any communication or notice by personal delivery will be deemed to be given when actually delivered.

17. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way affect the meaning or interpretation of this Contract.

18. COMPLIANCE WITH APPLICABLE LAW. Contractor will comply with all applicable federal, state, and local laws, ordinances, regulations, and University policies. Contractor also agrees to comply with all applicable laws prohibiting discrimination on the basis of race, color, sex, national origin, religion, age, sexual orientation, gender identity, status as a veteran, or disability.

19. WORKERS' COMPENSATION. Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in 656.126.

20. GOVERNING LAW; JURISDICTION; VENUE. This Contract will be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between University and Contractor will be brought and conducted solely and exclusively within a Circuit Court located in Jackson County, Oregon. However, if any claim, action, or suit must be brought in a federal forum, it will be brought and conducted exclusively in the United States District Court for the District of Oregon. In no event will any part of this Contract be construed as a waiver by University of its sovereign and governmental immunities. BY EXECUTION OF THIS CONTRACT, CONTRACTOR CONSENTS TO IN PERSONAM JURISDICTION OF SUCH COURTS.

21. ATTORNEY FEES. In the event a lawsuit of any kind is instituted on behalf of the University to collect any payment due or to obtain performance of any kind under this Contract, Contractor shall pay such additional sums as the court may adjudge as reasonable attorney fees plus all costs and disbursements at trial and on any appeal.

22. PAYMENT. Payment for completion of State of Oregon public university contracts is normally made within 30 days following the date the entire order is delivered and accepted or the date the invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to a maximum rate of two-thirds of one percent per month on the outstanding balance (ORS 293.462).

23. RECYCLED PRODUCTS. Unless expressly otherwise provided for in this Contract, all paper products will be sourced from mills using elemental chlorine-free processes and contain a minimum of 30% post-consumer waste.

24. HAZARD COMMUNICATION. Contractor will notify University prior to using products containing hazardous chemicals to which University employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules Chapter 437.

25. SAFETY AND HEALTH REQUIREMENTS. Equipment and services supplied shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements including those of the State Workers' Compensation Department.

26. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility for loss or damage shall remain with Contractor until final inspection and acceptance when responsibility shall pass to the University except as to latent defects, fraud, and Contractor's warranty obligations.

27. INSPECTIONS. Goods furnished under this Contract shall be subject to inspection and test by the University at times and places determined by it. If it finds goods furnished to be incomplete or not in compliance with bid specifications, the University may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the University, the University may cancel the order in whole or in part.

28. SURVIVAL. All provisions of this Contract that would reasonably be expected to survive its termination will do so.

29. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with law, the validity of the remaining terms and provisions will not be affected. The Parties agree to attempt to substitute for any illegal or unenforceable provision a valid one that achieves the economic, legal and commercial objectives of the unenforceable provision to the greatest extent possible.

30. SUCCESSORS IN INTEREST. This Contract will be binding upon and will inure to the benefit of the Parties, and their respective successors and assigns.

31. ECONOMIC OPPORTUNITIES. Contractor will, when applicable, have made good faith efforts to work with or obtain materials to be used in performing the Contract from minority-owned, women-owned, and emerging small business enterprises.

32. FOREIGN CORRUPT PRACTICES. Contractor shall comply with all applicable laws relating to anti-corruption or anti-bribery, including, but not limited to, the requirements of the Foreign Corrupt Practices Act of 1977, as amended, (FCPA) (15 U.S.C. §§78dd-1, et. seq.), regardless of whether contractor is within the jurisdiction of the United States. Contractor shall not, either directly or indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from the University to a public official or any person in violation of the FCPA and/or in violation of any applicable local laws relating to anti-corruption or anti-bribery.

33. FEDERAL PROVISIONS. If this Contract is federally funded in whole or in part, Contractor must comply with all applicable provisions of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Further, if Federal Funding Accountability and Transparency Act (FFATA) applies, Contractor is required to submit certain information to University. If Contractor fails to timely

submit such required information, University reserves the right to cancel this Contract or, if work has been performed, withhold payment until such required submittals have been received.

34. EXCLUSIVITY. University is not bound by exclusivity provisions.

35. DUAL PAYMENT. Contractor will not be compensated by any other party for work under this Contract.

36. NO THIRD PARTY BENEFICIARIES. University and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or will be construed to give any benefit or right, whether directly or indirectly, to third persons unless such persons are individually identified by name and expressly described in this Contract as intended beneficiaries.

37. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

38. FEDERAL TAX IDENTIFICATION NUMBER. All Contractors must furnish upon request a federal tax identification number to Southern Oregon University. Failure to provide this information could result in invoice payments being withheld.

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

40. FORCE MAJEURE. Neither University nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, University or Contractor's reasonable control. Contractor will, however, make all reasonable efforts to remove or eliminate such cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of the Contract.

41. WAIVER. The failure of University to enforce any provision of this Contract will not constitute a waiver by University of that or any other provision.

42. ATTACHMENTS. All attachments, addenda, schedules and exhibits which are referred to in this Contract are incorporated in this Contract.

43. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED IN THIS CONTRACT REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT WILL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE TO THIS CONTRACT OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

44. ACCESSIBILITY REQUIREMENTS. Contractor will conform to all applicable Web standards and Web accessibility, specifically WCAG 2.0 (Level A).

45. CONFIDENTIAL INFORMATION. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to University or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of University and of State ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than in the performance of the Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor agrees that Contractor will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Contract, or at University's request, Contractor will turn over to University all documents, papers and other material in Contractor's possession which contain Confidential Information.

46. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT. Contractor agrees to protect confidentiality of student information and to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing regulations, specifically 20 U.S.C. 1232g and 34 C.F.R. § 99.1 et seq., with respect to any redisclosure of personally identifiable information from education records obtained from the University.

47. AMBIGUITIES. Each party has participated fully in the review and revision of this Contract and neither party shall be considered the “drafter” for the purposes of any rule of construction that might cause any provision to be construed against the drafter of the Contract.

48. OREGON PUBLIC RECORDS LAW. Contractor hereby acknowledges that any information it discloses to University, any duty of the University to maintain the confidentiality of such information, or any duty of the University to destroy records upon completion of use, is subject to the provisions of the Oregon Public Records law.

49. EXECUTION AND COUNTERPARTS. This Contract may be executed in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Contract), each of which will be considered an original and all of which together will constitute one and the same Contract.

50. ORDER OF PRECEDENCE. These Terms and Conditions are for the provision of goods or services to the University. University Standard Terms and Conditions are referenced in the Purchase Order (PO) or any associated contract incorporating these Terms and Conditions. In the event of a conflict between these Terms and Conditions and such PO or contract, these Terms and Conditions take precedence, unless otherwise required by law or a provision is expressly excluded in the associated PO or contract by precise and specific reference to such provision. Whenever possible all Terms and Conditions are to be integrated. By signing this Contract, the Contractor agrees that, in the event of a conflict, all the terms and conditions of this PSC superseded all preprinted Terms and Conditions on any forms used by the Contractor.

51. TAX COMPLIANCE CERTIFICATION: By signature on the Contract, the authorized representative of the Contractor, as required by ORS 305.385(6), hereby certifies, under penalty of perjury, that the Contractor is not, to the best of the undersigned's knowledge, in violation of any Oregon tax laws. For purposes of this certification, “Tax” means a state tax imposed by ORS 403.200 to 403.250 and 320.005 to 320.150 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Department of Revenue under ORS 305.620.

Attachment B
Price Sheet

Response must include an itemized parts list breakdown of costs.

ALL BIDS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL AND ITS ATTACHMENTS,
APPLICABLE OREGON ADMINISTRATIVE RULES AND SOU POLICIES.

Name of Firm: _____

Sales Rep: _____

Address: _____

Telephone Number: _____

Email address: _____

Fax Number: _____

Terms of Payment: _____

Delivery Time after Receipt of Purchase Order: _____

Prices Good through: _____

By: _____

Title: _____

(Authorized Signature)

Attachment C

Bidder Certification

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

SECTION I. OREGON TAX LAWS

As required in ORS 305.385(6) the undersigned hereby certifies that to the best of the undersigned's knowledge, the Entity is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco Products Tax), and any local taxes administered by the Department of Revenue under ORS 305.620. If a Contract is executed, this information will be reported to the Internal Revenue Service under the name and taxpayer I.D. number submitted below. Information not matching IRS records could subject Contractor to 31 percent backup withholding.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to SOU's Procurement and Contracting Code (FAD.057 (580-061)).

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

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

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____ Website address: _____

FEIN ID# or SSN# (required): _____

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

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

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

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

Attachment D

Specifications

Southern Oregon University seeks a venue that provides student-athletes with an indoor facility and professional strength training a couple of times per week.

1. CrossFit strength and injury prevention coaching and venue available to student-athletes in groups of 30 or less, 2 or 3 times per week.
2. Venue Size: There should be sufficient room for 30 athletes.
3. Venue Proximity to SOU: 20 miles or less.
4. Experienced and certified CrossFit Coaches on site; instructors need CrossFit certificate (<https://certifications.crossfit.com/>)
5. CrossFit certified coaches able to train college student-athlete in numerous injury prevention mobility and range of motion trainings.
6. General Physical Preparedness program made applicable to college athletes.
7. Provide a cost for each session so that SOU coaches can determine amount of use their respective budgets will allow.