



**Western Oregon University Board of Trustees
Presidential Search Firm
Request for Proposals**

RFP Number: 2021-5341-LEG-RH

NO LATE PROPOSALS WILL BE ACCEPTED

There may be attachments to this RFP that are not available via the webpage. Contact the RFP Administrator listed below to confirm whether or not there are any attachments.

Contract Administrator

Ryan J. Hagemann
Vice President & General Counsel
503-838-9471
hagemannr@wou.edu

RFP Administrator

Ryan J. Hagemann
Vice President & General Counsel
(503) 838-9471
hagemannr@wou.edu

ISSUE DATE:

Thursday, July 1, 2021

PROPOSAL DUE DATE AND TIME:

Friday, July 16, 2021, 5:00 PM PST

RFP SUBMITTAL LOCATION:

Western Oregon University
ATTN: Ryan J. Hagemann (RFP 2021-5341-LEG-RH)
Vice President & General Counsel
345 Monmouth Avenue North
Administration Building 302
Monmouth OR 97361
hagemannr@wou.edu

SCHEDULE OF EVENTS:

RFP Released:.....Monday June 28, 2021

Deadline for Requests
For Changes/Clarifications
or Protests of Specifications,
including but not limited to
the University's required contract
terms and conditions:.....Monday, July 12, 2021, 5:00 PM PST

Proposal Due Date:.....Monday, July 19, 2021, 5:00 PM PST

Electronic proposals may be accepted in lieu of written proposals.

All dates listed above are anticipated and not fixed. **WOU may change any dates above, at its sole discretion, if necessary.**

PART I—INTRODUCTION AND GENERAL INFORMATION

Background:

Founded in 1856, WOU is a public mid-sized regional university located in Monmouth, Oregon. WOU currently enrolls over 4,000 students and employs over 800 individuals on campus. WOU is a vibrant cultural and educational environment with student representatives from across the nation and abroad. WOU students participate in intercollegiate athletics at the National Collegiate Athletic Association Division II level, belonging to the Great Northwest Athletic Conference (“GNAC”).

Statement of Need:

WOU is seeking qualified vendors to assist and advise the Board of Trustees, the presidential search committee appointed by the Board Chair, and the university community in identifying a successful candidate to serve as the university’s next president. Dr. Rex Fuller, the university’s current president, has announced his retirement. On June 9, 2021, the Board of Trustees appointed Dr. Jay Kenton as interim president to serve until such time as the Board appoints a regular successor, which should be around July 1, 2022.

WOU invites qualified vendors to propose solutions that will aid the Board and university in the goal of appointing a university president. WOU requires proposals from vendors with a minimum of five (5) years of direct experience providing search services to a university including but not limited to: facilitating the development of a leadership profile or similar document to articulate the challenges and opportunities of the university’s presidency, recruiting qualified and diverse candidates to apply for the position, advising and assisting the Board and the search committee on best practices regarding the recruitment, compensation, and appointment of a university president, assisting and advising as the Board and search committee, as appropriate, to interview and narrow down the pool of candidates, assisting and advising, as appropriate and requested, with the public processes on campus for the finalists, and conducting background and reference checks, as requested.

In addition to providing a response to the general and specific requirements in this solicitation, respondents should provide a detailed description of their specific services, all associated costs and timelines as specifically outlined later in this RFP successfully. Vendors must also demonstrate a proven track record of presidential search success for clients in a public, four-year college or university environment.

The Board expects the successful vendor to adhere to its Board Statement on Presidential Vacancies and the Board-approved Guidelines for this search in particular. The Board expects the successful vendor to adhere to its Board Statement on Diversity, Equity, Inclusion and Accessibility.

The Board Statement on Presidential Vacancies may be reviewed here:

<https://wou.edu/board/files/2021/02/Board-Statement-on-Presidential-Vacancies-FINALApproved-FEB-17-2021-210218.pdf>

The Board Statement on Diversity, Equity, Inclusion and Accessibility may be viewed here:

<https://wou.edu/board/files/2021/05/Board-Statement-on-Diversity-Inclusion-Equity-and-Accessibility-042121.pdf>

The Board-approved guidelines for this search may be reviewed here:

<https://wou.edu/board/files/2021/02/Regular-President-Guidelines-1-210218.pdf>

Consistent with the above-mentioned Board Statements and Guidelines, this presidential search will be an open search. To the university, this means that upon the identification of finalists, the finalists will be expected to be identified publicly and travel to the Western Oregon University campus for the remaining steps of the interview and visit process.

WOU's Key Liaisons and Stakeholders for the Presidential Search Firm Contract:

The key liaisons to the Presidential Search Firm Contract include the Board of Trustees, Chair Betty Komp, Presidential Search Committee Chair Gayle Evans, Secretary to the Board of Trustees Ryan J. Hagemann. Key stakeholders include the Board of Trustees, the search committee once appointed, and various university officials, departments and offices, as appropriate, as the presidential search moves through various stages to an eventual appointment of the regular successor by the Board of Trustees.

The Search Firm is expected to interface effectively with these Liaisons and Stakeholders throughout the engagement. Therefore, it is WOU's expectation that any resulting Presidential Search Firm proposal and contract emphasize the collaboration and cooperation necessary among these, and other, stakeholders.

PART II—WESTERN OREGON UNIVERSITY INSTRUCTIONS TO PROPOSERS

This and other RFPs may be viewed at www.orpu.org or www.oregonbuys.gov.

All proposals are subject to the provisions and requirements of the applicable Oregon Revised Statutes and the policies and procedures of Western Oregon University.

Right to Reject: WOU reserves the right, for good and just cause, to reject any or all proposals received as a result of this RFP, or upon a finding that it is in the public interest to do so.

Questions and Request for Clarification/Change: All clarifications or requests for changes regarding technical information, procedural or contractual requirements or other issues related to this RFP must be submitted, in writing, no later than the date and time listed in the Schedule of Events to the name and physical or email address listed below in "Submittal Location." All requests for change must be received in writing. No information obtained in any conversation with WOU personnel will serve to change the requirements and/or scope of the RFP.

Proposers must note that WOU may choose not to consider exceptions to the specifications or Contract terms and conditions that are not raised during the pre-closing protest period. If you have an exception or concern with anything in this RFP, including any of the Contract terms and conditions, it is important to raise that issue, *in writing*, by the deadline for Requests for Change, listed in the RFP Schedule of Events listed in this RFP. By doing so, you afford yourself the maximum opportunity to discuss and potentially change the language.

The purpose of the pre-closing protest period is to permit WOU to correct, prior to the opening of proposals, technical or contractual requirements that may be unlawful, improvident, or which unjustifiably may restrict competition. This will allow WOU to make needed corrections through the issuance of an addendum, prior to the opening of proposals. This will help eliminate the waste of time which is inherent in protests and in the possible rejection of all proposals. In order to have their complaints considered, Proposers must submit them within the time established in the RFP.

WOU will consider all changes and, if appropriate, amend the RFP.

Envelopes containing requests for change, protest of the specifications or Contract provisions shall state and be marked with the following information in **BOLDED AND UNDERLINED FONT**:

“Request for Solicitation Specification” (or “Request for Contract Provisions”); “Request for Change” (or “Protest”); and include the Solicitation Document RFP Number (RFP 2021-5341-LEG-RH).

Submittal Location: Requests submitted to anyone other than the person listed below will not be considered. WOU will not be held responsible for any requests to change the content of a response to an RFP that is not submitted by the due date and time. Requests for change may be submitted via email and regular postage. Submit requests for change or clarification to:

Ryan J. Hagemann, Vice President & General Counsel
Western Oregon University
345 Monmouth Avenue, North
Monmouth, OR 97361
503-838-9471
hagemannr@wou.edu

Change or Modification/Addenda: Any change or modification to the specifications or the procurement process will be in the form of an addendum to the RFP and will be made available to Proposers via email or posting to www.orpu.org and www.oregonbuys.gov. Only documents issued as addenda by Ryan J. Hagemann will serve to change the RFP in any way. No other directions received by the Proposer, written or oral, serve to change the RFP document. If you have received an RFP, you should consult with Ryan J. Hagemann or refer to orpu.org and oregonbuys.gov to assure that you have missed any addenda announcements. Proposers are not required to return addenda with their proposal, however, Proposers are responsible to make themselves aware of, obtain and incorporate any changes made in any addenda issued, and to incorporate any changes made by an addendum into their final proposal. Failure to do so may, in effect, make the Proposer’s proposal non-responsive, which would cause the Proposer’s proposal to be rejected.

WOU wants to provide each Proposers will an opportunity to independently collect, review and verify data and information provided by or on behalf of WOU. WOU assumes no responsibility or liability of the adequacy, accuracy or completeness of any information provided in the RFP or otherwise, by WOU, its agents, employees, or representatives. The Proposer agrees to waive any claim or defense to any claim relating to the adequacy or sufficiency of any information provided prior to the execution of the Presidential Search Firm contract.

It is critical that WOU receives high-quality, creative and comprehensive responses in order to make the best-informed decision. Toward that end, through written questions, site visits, and this RFP process, all Proposers are encouraged to ask questions and seek whatever information is necessary to accomplish this goal.

Proposal Preparation and Submission: Responses to the requirements for this RFP shall be of sufficient length and detail to demonstrate that the Proposers understands the WOU environment and the needs of the campus as it relates to a Presidential Search Firm Contract.

In a joint effort to save costs, reduce waste, and produce energy savings, Proposers are encouraged to submit an electronic, PDF copy of the proposal response. However, hard-copy proposals may also be accepted. If submitted hard-copy, it is encouraged to use double-sided printing on standard 8-1/2” x 11”

paper with 2-hole (top) fasteners or recyclable binders (when use of binders is indicated). Proposers should refrain from submitting proposal responses in 3-ring binders, spiral bindings, and other non-recyclable presentation folders.

If submitted in hard-copy, proposers shall submit ONE (1) ORIGINAL AND THREE (3) COPIES of their complete proposals to the located listed on page one of this RFP by the time listed on page one of this RFP. Original shall be marked "ORIGINAL." Original copy shall contain original signatures on any pages where it is requested. Additionally, Proposers shall submit their complete proposal on a thumb drive, or via email in PDF format as one file. Proposals submitted via email shall be sent to Ryan J. Hagemann at the email address above. If submitting a hard-copy, Proposers who fail to submit the requested number of copies may delay the evaluation process by being required to submit additional copies for the evaluation team. Furthermore, hard-copy proposals and pricing shall be prepared by word processor or ink and shall be signed in ink by an authorized representative of the entity. At least one proposal submitted by Proposers should bear an original signature.

No oral, telegraphic, telephonic, or facsimile proposals will be accepted.

Pages should be numbered consecutively and a set of tabs inserted to identify each section of the proposal, such as: "A.1 Cover Letter", "A.2 Contractual Acceptance", etc. Alternatively, proposals should include a Table of Contents identifying page numbers corresponding with the beginning of important segments. All binders, reference materials, and other documents should be clearly labeled or otherwise identified and referenced in a clear and consistent manner throughout the proposal.

Hard-copy proposals must be submitted in sealed package(s) or envelope(s). To ensure proper identification and handling, all package(s) or envelope(s) must be clearly marked with the RFP Number seen on the cover of this document, and date and time of closing.

Proposals must be received and time-stamped or received in an electronic fashion capable of identifying the time of receipt by Ryan J. Hagemann at the location or email address listed within the Submittal Location section above prior to scheduled RFP closing date(s) listed in the Schedule of Events. It is the Proposer's responsibility to submit proposals in a timely manner, allowing plenty of time for delivery. Proposals will be considered submitted when they are received. WOU will not be held responsible for late RFP delivery due to courier's inability to deliver the proposal in a timely manner. Under no circumstances shall late proposals and/or modifications be considered regardless of failures in delivery, wrong address, or other obstacles to delivery.

Information Submitted: The Proposer is cautioned that it is the Proposer's sole responsibility to submit information related to the evaluation categories, and that WOU is under no obligation to solicit such information if it is not included within the Proposer's proposal. Failure by the Proposer to submit such information may cause an adverse impact on the evaluation of the Proposer's proposal.

Proposers must complete all applicable information and provide all information requested in the RFP. Failure to comply may be grounds for proposal rejection.

Proposer should also name its Contract Administrator, the individual's name, title and phone number, who is assigned the responsibility of answering questions and resolving problems related to the proposal.

In addition, Proposers must be aware that with the exception of trade secrets, all information submitted by them in response to this RFP is subject to open review by the public under the Oregon Public Records Law.

If a proposal contains any information that is considered a "trade secret" under ORS 192.501(2), the

Proposer must mark each sheet of such information with the following legend for those pages, and those pages alone:

This data 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 "unless the public interest requires disclosure in the particular instance." ORS 192.501(2). 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.

The above restriction may not include cost or price information, which must be open to public inspection. An entire proposal marked as proprietary ("trade secret") is unacceptable. The Proposer will be requested to mark only specific pages or text and return the proposal prior to closing.

Delinquent Oregon Taxes: Proposers 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 Proposer who cannot so certify.

RFP Preparation Costs. WOU shall not be liable for any costs incurred in the preparation and presentation of proposals.

Alternate Proposals. Proposers may submit more than one proposal. All proposals must comply with the requirements of the RFP except that additional proposals may incorporate, by reference, repetitive information which is provided in the complete proposal.

Effort has been made to designate items according to standard sizes, weights and packaging. If Proposer proposes any items(s) at variance with descriptions given herein, the Proposer must clearly point out such difference(s).

Proposal Opening Procedure. All proposals received in response to this RFP shall be opened at the scheduled time and date. Proposers who attend the opening will be informed only of the names of Proposers submitting proposals. No other information will be available.

Evaluation of Proposals. Proposals will be evaluated by a committee consisting of five (5) representatives of the University and possibly others as deemed necessary by WOU.

The evaluation will determine if the proposal meets the Presidential Search Firm specifications relative to the needs of WOU. The following process will be used:

Proposals will be evaluated for completeness and compliance with the requirements of this RFP. Those proposals that are incomplete will be rejected. WOU reserves the right to waive what are, in WOU's sole opinion, minor informalities.

Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual and technical requirements of the RFP. If the proposal is unclear, Proposers may be asked to provide written clarification. Those proposals that do not meet all mandatory requirements will be rejected.

Proposals that meet all requirements will be evaluated by an Evaluation Committee on their value to WOU in meeting its needs and assigned points within specific categories to a maximum of 100 total points awarded. Each category will be weighted to reflect their relative value to WOU. The weightings are given in this RFP. At the option of WOU, Proposers may be asked to provide written clarification and/or to provide a presentation to clarify their proposal to aid the Evaluation Committee in awarding desirable points to the proposal.

The findings of the Evaluation Committee will be summarized and a summary created and provided to Ryan J. Hagemann.

If necessary due to receiving proposals from more than seven (7) Proposers, these findings may be used to establish a subset of "finalists" which will be established by removing from consideration all but two (2) of the proposals based on aggregate score. The remaining proposals may be invited to enter into negotiations with the University to discuss details and finalized requirements/offerings. This step in the evaluation process is not a requirement of the Evaluation Committee.

WOU reserves the right to conduct negotiations with multiple Proposers/finalists at the same time as well as to terminate negotiations with any of the finalists when WOU deems further negotiations to be not in the interest of WOU.

WOU reserves the right not to enter into negotiations with Proposers/finalists but to simply select the Contract with the highest aggregate score as the best proposal for WOU.

If negotiations between WOU and multiple finalists takes place, the Contract Administrator will review the results of the negotiations and select for contract award the Proposer with the overall best final proposal for WOU.

If there is a tie in aggregate score between highest aggregate scoring proposals, the University reserves the right to and may request that the tied Proposers provide their best offer. Such requests will come from Ryan J. Hagemann, who will provide a submission date for the best offer. Best offers must be submitted in a timely fashion to be considered. Once the best offers are received, they will be scored again.

Prior Acceptance of Defective Proposals. Due to limited resources, WOU generally will not completely review or analyze proposals which on their face fail to comply with the requirements of the RFP or which clearly are not the best proposals, nor will WOU generally investigate the references or qualifications of those who submit such proposals if they are not to be fully considered due to a deficiency. Therefore, neither the return of a proposal, nor acknowledgment that the selection is complete shall operate as a representation by WOU that an unsuccessful proposal was complete, sufficient, or lawful in any respect.

Investigation of References. WOU reserves the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of contractors, subcontractors, and workers. WOU may postpone the award or execution of the Contract after the announcement of the apparent successful Proposer in order to complete its investigation. WOU reserves the right to reject any

proposal or to reject all proposals at any time prior to WOU's execution of a Contract if it is determined to be in the best interest of WOU to do so.

WOU reserves the right to consider past performance, historical information and facts, whether gained from the Proposer's proposal, question and answer conference, references, WOU or any other source in the evaluation process.

Negotiations. WOU may enter into negotiations with one or more Proposers concurrently. The resulting Presidential Search Firm Contract(s) shall be based on the submitted proposal and the negotiations concerning the proposal. Should negotiations between WOU and any Proposer reach an impasse, WOU reserves the right at its sole discretion to break off the negotiations.

Post-Selection Review. After completion of negotiations, WOU will name an apparent successful Proposer. Identification of the "apparent successful Proposer" is procedural only and creates no right in the named Proposer to award of the Contract. Competing Proposers shall be notified in writing of the identity of the apparent successful Proposer and shall be given five (5) calendar days to review the RFP file and evaluation report. Any questions or concerns about, or protests of, the evaluation process must be in writing and must be delivered to the **RFP Administrator** within five (5) calendar days after the date of the letter identifying the apparent successful Proposer.

Within a reasonable time following the end of this five (5) day protest period, WOU will consider all protests received, if any, and:

- (1) Reject all protests and proceed with final evaluation of the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation, enter into a Contract with the named Proposer; or
- (2) Sustain a meritorious protest(s) and reject the apparent successful Proposer as non-responsive, if such Proposer is unable to demonstrate that its proposal complied with all material requirements of the solicitation; thereafter, WOU may name a new apparent successful Proposer; or
- (3) Reject all proposals and cancel the procurement.

PART III—GENERAL CONTRACT TERMS AND CONDITIONS **(Definitions apply to the entire RFP, not just this part)**

DEFINITIONS (apply to the entire RFP, not just this part):

"Campus" means the area inside WOU's campus plan boundaries in Monmouth, Oregon as it now exists or may be amended from time to time during the term of this Contract. It does not include extension sites, experiment stations, or other campuses.

"Contract" means the entire written agreement between the parties, including but not limited to the Request for Proposal ("RFP") and its specifications, terms and conditions; solicitation addenda and contract amendments, if any; and the resulting Presidential Search Firm Contract.

"Contractor" means a person or organization with whom WOU has contracted for the provision of services and receipt of rights pursuant to this Contract.

"ORS" means the Oregon Revised Statutes.

"Proposer" means any respondent to this RFP. The successful Proposer becomes the Contractor. Statements referring to using "Proposer" generally indicate requirements which must be included with the Proposal. Statements referring to "Contractor" generally indicate requirements that will become Contractual obligations.

"Proposal" means Proposer's response to the RFP.

"RFP" means Western Oregon University Request for Proposal numbered RFP 2021-5341-LEG-RH for a Presidential Search Firm.

"Stakeholder" or "Stakeholder Organization" means any individual or combination of stakeholders listed earlier in this solicitation document.

"Liaison/s" means any individual or combination of individuals listed earlier in this solicitation document.

"Presidential Search Firm Contract" means the contract or contracts which will result from this RFP and all of its facets.

STANDARD CONTRACTUAL TERMS AND CONDITIONS:

1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this contract. The Oregon Department of Higher Education, Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. University certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of the contract, or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the University's reasonable administrative discretion, to continue to make payments under this Contract.

3. CAPTIONS. The captions or headings in this contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this contract.

4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights

and rehabilitation statutes, rules, and regulations. Contractor also shall 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 659.425, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this contract; pay all contributions or amounts due the Industrial Accident Fund from such contractor incurred in the performance of this contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate University official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to any unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. DISCLOSURE OF SOCIAL SECURITY NUMBER. Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385 and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

6. EXECUTION AND COUNTERPARTS. This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

7. GOVERNING LAW. This contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between University and Contractor that arises out of or relates to performance of this contract shall be brought and conducted solely and exclusively within the Circuit Court for Polk County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

8. HAZARD COMMUNICATION. Contractor shall notify 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. Upon University's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

9. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this contract, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the Western Oregon University and its officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this contract.

10. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this contract are those of an independent contractor. Although the University reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, University cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of 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. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this contract. If Contractor is providing personal services as an **individual**, Contractor: (1) Is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment; (2) Will not be eligible for any Federal Social Security, State Workers' 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 University; (4) Is not currently employed by the Federal Government and the amount charged does not exceed the normal charge for the type of service provided if payment is to be charged against Federal funds; and (5) Must furnish Form 8233 in duplicate with this contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax. (b) The University, will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

11. INSURANCE. Contractor shall provide insurance as indicated on Exhibit B, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The Western Oregon University and its officers and employees shall be included as an additional insured in said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of 24 months.

12. LIMITATION OF LIABILITIES. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 15(a) or 23(b), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THIS CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

13. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or University at the address or number set forth on the signature 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 communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against the University, such facsimile transmission must be confirmed by telephone notice to University's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

14. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of University. University and Contractor intend that such Work Product be deemed "work made for hire" of which University shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to University all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall 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.

15. REPRESENTATIONS AND WARRANTIES. (a) Contractor's Representations and Warranties. Contractor represents and warrants to University that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, and (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. **(b) Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

16. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the Section titled "Effective Date and Duration," and Sections 1, 7, 9, 12, 14, 15, 16, 21, and 22.

17. SEVERABILITY. If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

18. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this contract, or assign or transfer any of its interest in this contract, without obtaining prior written approval from the University. In addition to any provisions the University may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 9, 14 and 27 as if the subcontractor were the Contractor. University's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

19. SUCCESSORS IN INTEREST. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

20. TAX COMPLIANCE CERTIFICATION. Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

21. TERMINATIONS. (a) This contract may be terminated at any time by mutual consent of the parties, or by either party upon thirty (30) days' notice to the other party. (b) In addition, the University may terminate this contract effective upon delivery of notice to Contractor, or at such later date as may be established by the University, if (i) Federal or state laws, regulations or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or University is prohibited from paying for such Work from the planned funding source; or (ii) Any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, or not renewed. (c) This contract may also be terminated by University for default (including breach of contract) if (i) Contractor fails to provide services or materials called for by this contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of notice from University, fails to correct such failures within ten business days.

22. TERMINATION DUE TO NONAPPROPRIATION OF FUNDS. If sufficient funds are not provided in future legislatively approved budgets of University (or from applicable Federal, state, or other sources) to permit University in the exercise of its reasonable administrative discretion to continue this contract, or if University or program for which this contract was executed is abolished, the University may terminate this contract without further liability by giving Contractor not less than thirty (30) days' notice. In determining the availability of funds from the Oregon Legislature for this contract, University may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

23. REMEDIES. (a) In the event of termination pursuant to Sections 21(a) and (b)(i) and 22, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the University, less previous amounts paid and any claim(s) which the University has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to University upon demand. (b) In the event of termination pursuant to Sections 21(b)(ii) or (c), University shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under these subsections, the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 21(a). (c) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless University expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to University all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon University's request, Contractor shall surrender to anyone University designates, all documents, research or objects or other tangible things needed to complete the Work.

24. 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 shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

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

26. YEAR 2000 COMPLIANCE NOTICE. In the event Contractor learns or has reason to believe that University's computer hardware or software environment fails to use a date format that explicitly specifies century in any date data, Contractor shall promptly advise University of such failure.

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

28. FORCE MAJEURE. Neither University nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, University's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

29. WAIVER. The failure of University to enforce any provision of this contract shall not constitute a waiver by University of that or any other provision.

30. RECYCLING. In the performance of this contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

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

TERMS AND CONDITIONS; ORDER OF PRECEDENCE: In the event of any conflict, the order of precedence shall be: 1) the terms and conditions of the Contract, 2) these terms and conditions in the RFP, and 3) the Proposal submitted by the Contractor.

PART IV—CONTRACT REQUIREMENTS

The following details all of the desires and needs of WOU related to the Presidential Search Firm Contract. Part V of this document details the scored evaluation criteria which will guide WOU's selection of finalists for this Contract. The scored criteria directly relate to all of the issues identified below.

GENERAL ISSUES

Scope of Work: The WOU Board of Trustees and university expect a successful search to result in the appointment a university president in late spring to early summer 2021. The Board expects an experienced search firm to assist the Board and the representative search committee in each phase of the search, as appropriate, up to the Board’s appointment of the president. These phases include, but are not limited to: (1) assisting and advising the Board and the search committee on best practices for conducting a presidential search, (2) assisting, advising, and facilitating the development of a leadership profile or similar document to outline the university’s opportunities and challenges in sufficient detail to assist the search firm in the identification and recruitment of potential candidates for the position of university president, (3) assisting and advising the Board and search committee, as appropriate, on interviewing and narrowing the pool of candidates to a slate of finalists for campus visits; (4) performing background and reference checks, as requested, to ensure to the Board and university community that candidates are qualified and suited to serve as president of the university, and (5) any other duties as requested by the Board Chair, Presidential Search Committee Chair, or Secretary to the Board, as appropriate, to assist in the successful appointment of a new university president.

Taxes. The Contractor will be responsible for all taxes—federal, state, local—and all license fees, or other necessary expenses required for the performance of this Contract.

PART V—EVALUATION CRITERIA

The following listed minimum mandatory requirements are WOU's minimum needs that the Proposer must address and meet in their written Proposal, using the format listed in the Instructions to Proposers. These mandatory requirements are in addition to the other requirements and terms and conditions in other sections of this RFP.

The following is a summary of the criteria and associated amount of maximum possible points that may be awarded:

<u>Criteria</u>	<u>Maximum Amount of Points</u>
•Project Approach, Methodology, and Philosophy	30
•Commitment to Diversity, Equity and Inclusion (DEI)	20
•Project Team, including diverse backgrounds and experience sourcing diverse candidates	10
•Evidence of Successful Presidential Searches	15
•Cost	15
•References	10
TOTAL:	100

Project Approach, Methodology, and Philosophy (worth 30 points):

The Proposer must describe their approach, methodology, and philosophy to fulfill the requirements set forth in the Scope of Work. Specifically, the Proposer, upon review of this solicitation document and the links the [Board Statement on Presidential Vacancies](#) and the Board-approved guidelines included in this document, will describe: (1) approaches to campus engagement, (2) working with a Board and search

committee, (3) processes to develop a leadership profile, (4) specific strategies (traditional and non-traditional) for sourcing diverse candidates and presenting them to the Board and search committee, as appropriate, (5) inclusive processes to effectively interview and narrow the pool of candidates, (6) processes to effectively conduct background and reference checks, if requested, (7) plan for communication with university stakeholders, including a timeline with key milestones that would result in the successful appointment of a university president in late spring or early summer 2022, and (8) identification any additional offerings or incentives the Proposer would provide as a part of the proposal.

Commitment to Diversity, Equity, and Inclusion (worth 20 points):

The Proposer must describe and convey, with evidence and specific examples, its commitment to diversity, equity and inclusion, and how, through its processes, approaches, and track record, it creates a sufficiently diverse and inclusive pool of candidates for the Board and the university community to consider. The DEI lens is of paramount importance to the Board and the university community and the Proposer should demonstrate how it will fulfill its commitment to present multiple qualified candidates from diverse backgrounds in the initial pool, the semi-finalist pool, and the finalist pool.

Project Team, including specific DEI Expertise (worth 10 points):

Proposers should identify the project team that will be assigned to this Contract, including names, titles, and resumes/detailed qualifications, of every member of the project team, including the last five presidential searches on which each member of the project team has worked. WOU will prefer project team members with a professional background in higher education. Proposers should specifically describe any background and expertise from project team members relevant to DEI dimensions of a presidential search, including, but not limited to: development of the leadership profile, recruitment of diverse candidates, development of inclusive strategies to review application materials and interview candidates, and strategies to mitigate unconscious bias in the overall search process. Project team members will not be expected to cultivate expertise in WOU HR policies, but, Proposers should be well versed in HR best practices and DEI expertise to facilitate this search in the manner described above.

Evidence of Presidential Searches (worth 15 points):

Proposers should describe, with evidence, the Proposer's successful completion of at least three presidential searches. Proposers should take care to describe how their role was credible, transparent, and collaborative on the relevant campuses and how the successful candidate matched the campus expectations. Proposers should also take care to describe, in sufficient detail, experience with presidential searches at universities similar to Western Oregon University and searches with circumstances and opportunities similar to Western Oregon University.

Cost (worth 10 points):

Proposers should describe its approach to the cost of the services, whether it be hourly, flat fee, or some other arrangements. If the Proposer charges on a per hour basis, the hourly rate for each project team member and type of service with an estimated number of hours should be included in the Proposal. If the Proposer charges a flat fee, the structure of the fee should be described in sufficient detail.

References (worth 10 points):

Proposers should provide five (5) recent (2019 - 2021) references from institutions or universities for which the Proposer has performed substantially similar services as to the Scope of Work described in this solicitation document. The RFP Administration will contact all five references, summarize the information, and provide the summaries to the Evaluation Committee for use in scoring the Proposals submitted pursuant to this RFP.

PART VI—PROPOSER CERTIFICATIONS

EACH BIDDER (PROPOSER) MUST READ AND COMPLY WITH THE FOLLOWING SECTIONS. FAILURE TO DO SO MAY RESULT IN BID (PROPOSAL) REJECTION.

CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By signature on this Contract, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

FINANCIAL RESPONSIBILITY

WOU reserves the right to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Proposer's financial responsibility to perform the Contract. Submission of a signed bid/proposal shall constitute approval for WOU to obtain any credit report information WOU deems necessary to conduct the evaluation. WOU shall notify the apparent successful Proposer, 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 shall result in bid/proposal rejection.

WOU may postpone the award or execution of the Contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate financial responsibility shall render the Proposal non-responsive and shall constitute grounds for bid/proposal rejection.

SIGNATURE BLOCK

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR THIS PROPOSAL MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE PROPOSAL MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned agrees and certifies that he/she:

1. Has read and understands all bid (proposal) instructions, specifications, and terms and conditions contained herein (including the attachments listed in this document);
2. Is an authorized representative of the Proposer, that the information provided in this proposal is true and accurate, and that providing incorrect or incomplete information may be cause for bid rejection or Contract termination;
3. Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein; and
4. Will furnish the designated item (s) and/or service(s) in accordance with the bid and the Contract.
5. PROPOSER WILL PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH PROPOSAL SUBMISSION.

Authorized Signature:

Title:

FEIN ID# or SSN# (required):

Contact Person (type or print):

Telephone Number:

Fax Number:

Email Address:

UPON COMPLETION OF RFP EVALUATION, WOU WILL ISSUE A CONTRACT DOCUMENT THAT WILL BE SIGNED BY ALL PARTIES.

