



**Attachment 1**  
**Oregon Institute of Technology Standard Terms and Conditions**  
**Subcontract No. STM454 FCN-012**

**ACCESS TO RECORDS.** Subcontractor 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 Subcontract. Oregon Tech, Oregon Secretary of State, the Federal government, and their respective duly authorized representatives shall have access to the books, documents, papers, and records of Subcontractor which are directly pertinent to this Subcontract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Subcontractor for three years from the date of subcontract expiration unless a shorter period is authorized in writing. Subcontractor is responsible for any audit discrepancies involving deviation from the terms of this Contract and for any commitments or expenditures in excess of amounts authorized by Oregon Tech.

**ASSIGNMENT.** Subcontractor shall not assign or transfer its interest nor delegate its obligation in this Subcontract without the express written consent of the Oregon Tech.

**AVAILABILITY OF FUNDS.** Oregon Tech certifies that sufficient funds are available and authorized for expenditure to finance costs of this subcontract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of the subcontract, 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 for the purpose of this Subcontract.

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

**COMPLIANCE WITH APPLICABLE LAW.** Subcontractor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Subcontract. Subcontractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Subcontractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of Subcontractor to comply with any or all such laws, ordinances, rules, and regulations shall not relieve Subcontractor of these obligations nor of the requirements of this Subcontract. Subcontractor further agrees to make payments promptly when due, to all persons supplying to such Subcontractor, labor or materials for the prosecution of the work provided in this Subcontract; pay all contributions or amounts due its workers' compensation insurer incurred in the performance of this Subcontract; 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.

**CONFLICT OF INTEREST.** Subcontractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Subcontractor further covenants that in the performance of this Subcontract no person having any such interest shall be employed.

**PAYMENT AND DUAL PAYMENT.** All payments shall be in accordance with Oregon Tech Policy 580-061-0050. Subcontractor shall not be compensated for work performed under this Subcontract from any other entity of the State of Oregon.

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

**GOVERNING LAW.** This Subcontract shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between Oregon Tech and Subcontractor that arises out of or relates to performance of this Subcontract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas 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.

**HAZARD COMMUNICATION.** Subcontractor shall notify Oregon Tech prior to using products containing hazardous chemicals to which Oregon Tech employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Oregon Tech's request, Subcontractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

**INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Subcontractor 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 Subcontractor, its contractors, or employees. Subcontractor shall save, defend, indemnify, and hold harmless Oregon Tech and its officers, board members, employees, and agents from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Subcontractor or its contractors, officers, agents, or employees acting under this contract.

**INDEPENDENT SUBCONTRACTOR STATUS.** The service(s) to be rendered under this Subcontract are those of an independent Subcontractor. Subcontractor is not to be considered an agent or employee of Oregon Tech for any purpose, and neither Subcontractor nor any of contractor's agents or employees are entitled to any of the benefits that Oregon Tech provides for its employees. Subcontractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Subcontract.

**INSURANCE.** Subcontractor shall secure at its own expense and keep in effect during the term of this Contract general liability insurance. 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. Oregon Tech and its officers, board members, employees, and agents shall be included as additional insured in said insurance policy.

**NOTICES AND REPRESENTATIVES.** All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as identified in the signature block of this Subcontract, unless otherwise designated in writing. Copies of such correspondence shall also be sent to all other Subcontract signatories.

**OVERDUE PAYMENTS.** Any charges claimed by the Subcontractor for payment of an overdue amount shall be in accordance with the provisions of ORS 293.462.

**OWNERSHIP OF WORK PRODUCT.** All work products or any form of property originated or prepared by Subcontractor which result from this Subcontract are the exclusive property of Oregon Tech.

**SEVERABILITY.** If any term or provision of this Subcontract 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 Subcontract did not contain the particular term or provision held to be invalid.

**SUBCONTRACTS AND ASSIGNMENTS.** Subcontractor shall not enter into any subcontracts for any of the work scheduled under this Subcontract, or assign or transfer any of its interest in this Subcontract, without obtaining prior written approval from the Oregon Tech.

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

**TERMINATIONS.** This Subcontract may be terminated at any time by mutual consent of both parties, or by either party upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, the Oregon Tech may terminate this Subcontract effective upon delivery of written notice to Subcontractor, or at such later date as may be established by the Oregon Tech, if (a) Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Subcontract; or (b) Any license or certificate required by law or regulation to be held by the Subcontractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. This Subcontract may also be terminated by Oregon Tech for default (including breach of contract) if (a) Subcontractor fails to provide services or materials called for by this Subcontract within the time specified; or (b) Subcontractor fails to perform any of the other provisions of this Subcontract, or so fails to pursue the work as to endanger performance of this Subcontract in accordance with its terms, and after receipt of written notice from Oregon Tech, fails to correct such failures within ten days. The rights and remedies of Oregon Tech provided in the above clause related to defaults (including breach of contract) by Subcontractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subcontract.

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

**FOREIGN SUBCONTRACTOR.** If Subcontractor is not domiciled in or registered to do business in the State of Oregon, Subcontractor 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. Subcontractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Subcontract.

**FORCE MAJEURE.** Neither Oregon Tech nor Subcontractor shall be held responsible for delay or default caused by fire, riot, pandemic, epidemic or other health emergency as declared by the health authority, acts of God, or war where such cause was beyond, respectively, Oregon Tech's or Subcontractor's reasonable control. Subcontractor 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 Subcontract.

**WAIVER.** The failure of Oregon Tech to enforce any provision of this Subcontract shall not constitute a waiver by Oregon Tech of that or any other provision.

**APPROVALS.** In some instances, another state agency may be required to approve this Subcontract before any work may commence under this Subcontract.

**RECYCLED PRODUCTS:** Subcontractors will use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of the Subcontract.

**WORKERS' COMPENSATION.** All employers, including Subcontractor, that employ subject workers who work under this Subcontract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Subcontractor shall ensure that each of its Subcontractors complies with these requirements.

**TRAVEL EXPENSES.** Unless otherwise stated in the scope of work, Subcontractor shall make and pay for their travel arrangements in performance of the Subcontract. For all contract travel itineraries, Subcontractor shall obtain pre-approval by Oregon Tech prior to execution of travel. Subcontractor's travel expenses must be reasonable and economical in order to maximize the contract value. Any air transportation to, from, between, or within a country other than the United States must

be in accordance with the Fly America Act (49 USC 40118). Travel expenses are included in the sum not-to-exceed amount indicated in this Subcontract. Unauthorized travel expenses or those not included in the sum not-to-exceed amount will not be reimbursed. Travel expense receipts are not required with invoices. Travel expenses must be included collectively as a separate line item on invoices. Receipts must be retained by Subcontractor and available for audit at any time during the term of the contract and for three years from the date of Subcontract expiration. Subcontractor's request for reimbursement of expenses must be submitted on an invoice within 90 days after the date the travel has been completed. Expenses submitted after the 90 days will not be reimbursed.

#### FEDERALLY REQUIRED PROVISIONS

**ANTI-KICKBACK ACT (40 U.S.C. 3145).** Subcontractor certifies compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or Subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Subcontractor must report all suspected or reported violations to Oregon Tech.

**BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).** Contractors that apply or bid for a contract of \$100,000 or more, must file the required certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must require any Subcontractor who applies or bids for subcontract of \$100,000 or more to provide a similar certification to the next higher tier (Contractor or Subcontractor as applicable). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor or Subcontractor must forward any disclosures from tier to tier up to Oregon Tech

**CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED.** If this Contract provides for payments in excess of \$150,000, Subcontractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).** For all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, the Subcontractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Subcontractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.** Pursuant to 2 CFR 200.216 and 2 CFR 200.471, which implement Section 889 of the NDAA (Public Law 115-232), Oregon Tech is prohibited from obligating or expending grant funds to procure equipment, services or systems that use **covered telecommunications equipment or services** as a substantial or essential component of any system, or critical technology as part of any system. Subcontractor represents and warrants that in performing under this contract it will not provide or use covered telecommunications equipment or services as defined by Public Law 115-232, Section 889(f). <https://www.congress.gov/115/plaws/publ232/PLAW-115publ232.pdf>

**DEBARMENT AND SUSPENSION EXECUTIVE ORDERS 12549 AND 12689.** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Before a contract award of \$25,000 or more is made, verification is required that the intended awarded party is not on the government-wide exclusions in the SAM. Required verification must be made by checking the SAM Exclusions. Compliance with Subpart C of 2 CFR Part 180 by checking that the intended awarded party is not listed on the SAM Exclusions, before making a contract award, will flow down from tier to tier for contract awards of \$25,000 or more. Subcontractor must include a term or condition similar to this term, in any subsequent lower tier contract awards of \$25,000 or more. Subcontractor hereby certifies they are not listed on the government-wide exclusions in the SAM.

**DOMESTIC PREFERENCE.** In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Subcontractor should, to the greatest extent practicable under this subcontract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including purchase orders for work or products under this award.

**ENERGY POLICY AND CONSERVATION ACT.** Subcontractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**EQUAL EMPLOYMENT OPPORTUNITY.** Subcontractor must comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**REMEDIES FOR CONTRACTOR'S DEFAULT.** In the event Subcontractor is in default (which includes without limitation, incomplete services), Oregon Tech may, at its option, pursue any or all of the remedies available to it under this Subcontract and at law or in equity, including, but not limited to: (a) rejection of the services, (b)

requiring Subcontractor to correct any defects without charge, (c) negotiation with Subcontractor to sell the services to Oregon Tech at a reduced price, (d) termination of the Subcontract, (e) withholding all moneys due for the services Subcontractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and Oregon Tech may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**RIGHTS TO INVENTIONS MADE UNDER A SUBCONTRACT OR AGREEMENT.** If this Subcontract is for the performance of experimental, developmental, or research work, the Federal Government and Oregon Tech has rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**Attachment 2**  
**Subcontractor Statement of Work and Reporting Requirements**  
**Subcontract No. STM454 FCN-012**

## Background

In response to the 2022-2023 Computer Science Initiative grant program as part of the Governor's Emergency Education Funds (GEER), the South Metro Salem STEM Partnership (SMSP; "STEM Hub") is committed to establishing a foundation for **CS community-building and knowledge sharing** through direct partnerships with educational institutions, community-based organizations, non-profit program providers and educators that have **established models** of instruction, programming, and networking.

As a means to bring CS opportunities that provide initial access to computer science (CS) in our service region, SMSP has partnered with CS is Elementary, a nationally established non-profit organization, to host the first annual regional SMSP Family Code Night. The event is a live-streamed family-centered coding experience in which students (primarily K-5, including K-8) partner with family members to complete code.org challenges.

SMSP has invited regional schools & organizations to serve as host sites for viewing parties for the livestream program (held **Tuesday, February 28th, 2023 from 6-7:30pm**). Sites will serve as subcontractors for the broader GEER program grant, with primary services including execution and documentation of Family Code Night viewing parties across the region.

## Subcontractor responsibilities and deliverables:

- Designate organizer(s) to support planning, marketing, and recruitment of families to the viewing party; it is *highly encouraged* to identify at least one (1) point person for each host site, with multiple point persons if the organization is hosting several schools to maximize outreach & recruitment potential. **Once designated, point person contact information shall be shared with the contractor.**
- Identify and execute recruitment efforts that meet the grant requirements to "increase access, participation, and engagement in computer science opportunities of K-12 students in Oregon public schools with a focus on students who are historically and systemically underrepresented in computer science education and careers"
- Communicate with the contractor regarding any and all language support needs associated with the event at the earliest convenience or no fewer than twenty (20) days prior to the livestream event to facilitate successful administration of support.
- Identify a system for recording and reporting attendance of event (i.e. use of provided sign-up forms, attendance sheets at sign-in table. etc.) that will be shared with the contractor no later than thirty (30) days post-event.
- Supply all receipts associated with event expenses to accompany invoices submitted to the contractor.
- If CS-related equipment or non-consumable supplies are purchased to support ongoing CS engagement with participants:

- documentation regarding the intended use and impact of purchases must be included in post-event organizer survey responses
- any equipment purchased must be age-appropriate and accessible for intended grade bands (K-8) served by the Family Code Night event
- Promotion of event through fliers, newsletters, and social media to recruit families. If using social media, including the following hashtags and tags for collaborative promotion with the contractor whenever possible.
  - #SMSPFamilyCodeNight; #SMSPcommunity
  - @SMSSTEMPartnership

NOTE: Follow your media release policy to approve images of children and families

**Contractor (SMSP) responsibilities and deliverables:**

- Contractor will provide a 6-week, step-by-step Organizers Guide, with everything needed to plan the event. The Guide includes a family invitation video, social media, digital flyers and other family-awareness outreach materials.
- Contractor will provide language support services as requested by subcontractor which may include translation of marketing materials, day-of materials, and feedback surveys; live translation of Family Code Night livestream event with support for accessing translation through remote video services; in-person interpreters for the event day-of based on needed of communities being served.
- Contractor will provide a post-event feedback survey (electronic form, physical copies upon request) for distribution to all event participants and translated into requested languages to be shared at the end of the Family Code Night livestream.
- Contractor will provide a region-wide raffle prize as incentive for participation in the post-event feedback survey, with prize distribution to be facilitated through the STEM Hub directly to awardee.
- Contractor will provide ongoing organizer support opportunities including materials, office hours, and communications in support of event execution.

**Budget Breakdown & Narrative:**

Examples of subcontract fund uses for this event include but are not limited to:

- Staff or teacher stipends\*
- Family welcome dinner on site\*
- Transportation for attendees
- Raffle prizes, gifts for attendees (excluding gift cards)
- Supplies or equipment related to CS activities for event or ongoing CS engagement

\*Priority should be placed on expenses related to the successful execution of an in-person event, including compensation for staffing and food for a welcome dinner, with extraneous funds used toward prizes or non-consumable equipment related to CS activities

**Funds may not be used for the following purposes:**

- Programs limited to single-gender activities that violate provisions of Title IX.

- Costs associated with construction and other capital expenses unless pre approved by ODE.
- Travel outside of Oregon without prior consent from ODE.
- Equipment and supplies that are dedicated solely to administrative functions.

### **Reporting Requirements:**

Completion of post-event organizer survey no later than thirty (30) days post-event that includes:

- Documentation regarding the intended use and impact of any equipment purchases
- Documentation of recruitment efforts that meet the grant requirements to "increase access, participation, and engagement in computer science opportunities of K-12 students in Oregon public schools with a focus on students who are historically and systemically underrepresented in computer science education and careers"
- Event attendance numbers including staff/volunteers, students & family members

### **Invoice schedule & directions**

- **Payment:**

Payment of event invoice contingent on submission of post-event organizer survey and satisfaction of reporting requirements.

- Invoice due by March 30, 2023 and including all pertinent receipts for event expenses
  - Email invoices & receipts to: [lesly.rodriquez@oit.edu](mailto:lesly.rodriquez@oit.edu); cc [julia.betts@oit.edu](mailto:julia.betts@oit.edu)
  - Reference: "STM454 FCN-012"