

WESTERN OREGON UNIVERSITY

REQUEST FOR PROPOSALS

RFP # 2012-02

ALASKA RECRUITING

ISSUE DATE: September 14, 2012

CLOSING DATE: September 27, 2012

CLOSING TIME: 3:00 pm, PT

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**State of Oregon
Western Oregon University
REQUEST FOR PROPOSALS**

ALASKA RECRUITING

Section I - Information Regarding Proposal

INTRODUCTION

Western Oregon University (“WOU”) is seeking proposals to select two vendors to work with the Division of Extended Programs to develop partnerships with Alaska schools, districts and communities in order to provide educational programs to K-12 teachers and high school students.

IMPORTANT NOTICE

It will be the responsibility of potential proposers to refer daily to the OUS Procurement Gateway website (www.ous.edu/about/bo) to check for any available addenda, response to clarifying questions, cancellations or other information pertaining to this Request for Proposals (“RFP”).

GENERAL INFORMATION

Issuing Office: The Western Oregon University Division of Extended Programs is the Issuing Office and is the sole point of contact for clarifications regarding technical specifications in this RFP. The Western Oregon University Business Office is the sole point of contact regarding the RFP process. All correspondence pertaining to these two matters should be appropriately addressed to the contact persons below:

Content and Technical Specifications:

Sandy Smith, Business Manager, Division of Extended Programs
Telephone (503) 838-8691

Mailing Address: 345 N. Monmouth
Monmouth, OR 97361
Email: smithsl@wou.edu

RFP Process Questions:

Stan Hagen, Contract and Project Officer
Telephone (503) 838-8174

Mailing Address: 345 N. Monmouth
Monmouth, OR 97361
Email: hagens@wou.edu

SCHEDULE OF EVENTS

The timing and sequence of events resulting from this RFP will be ultimately determined by Western Oregon University. This Schedule is illustrative of optimal timing goals, but may be changed.

RFP Issue Date.....	September 14, 2012
Deadline for Protest of Specifications	September 21, 2012 (5:00 pm, PT)
All Clarifying Questions Due	September 24, 2012 (5:00 pm, PT)
Notice of Interest Deadline	September 21, 2012 (5:00 pm, PT)
Closing Date (Proposals Due).....	September 27, 2012 (3:00 pm, PT)
Deadline for Protest of Award	5 calendar days after date on Notice of Award letter
Anticipated Contract Begin Date	October 5, 2012

GENERAL PROVISIONS

Western Oregon University reserves the right to reject any and all Proposals received as a result of this RFP. Oregon Administrative Rules Chapter 580, Divisions 61 and 62 govern the procurement process for Western Oregon University.

1. Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the closing deadline, provided that a written request is received by Western Oregon University Contract and Project Officer, prior to the Closing date. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2. Notice of Interest. The Notice of Interest (form attached below) should be submitted to the office of the Western Oregon University Contract and Project Officer by 5:00 p.m., on the date indicated in the Schedule of Events, via email, fax or hardcopy. In the notice, the Proposer must provide the name of the primary contact person, plus that person's telephone number and email address for communication of information about the RFP, answers to questions submitted by Proposers, and other matters about the selection process. Proposers that complete and return the Notice will receive the same supplementary information. Submission of the Notice of Interest is not a mandatory requirement in order for Proposers to submit a Proposal.

3. Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule of Events, at the Business Office address or email address as listed in the Contact Information section of the RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements.

The purpose of this requirement is to permit Western Oregon University to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition.

Western Oregon University will consider all requested changes and, if appropriate, amend the RFP.

Western Oregon University will provide reasonable notice of its decision to all Proposers that submit a Notice of Interest and on the OUS Procurement Gateway.

No oral or written instructions or information concerning this RFP from Western Oregon University managers, employees or agents to prospective Proposers shall bind Western Oregon University unless included in an Addendum to the RFP.

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

5. Addenda: If any part of this RFP is amended, addendum will be provided on the OUS Procurement Gateway website (www.ous.edu/about/bo), with a copy to all parties who submit the Notice of Interest.

6. Post-Selection Review and Protest of Award: Western Oregon University will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right in the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given five (5) calendar days from the date on the “Notice of Intent to Award” letter to review the file and evaluation report at the Business Office and file a written protest of award, pursuant to OAR 580-061-0145. Any award protest must be in writing and must be delivered by hand delivery, mail or email to the address for the Business Office as listed in the Contact Information section of the RFP.

Western Oregon University will consider any protests received and:

- (A) reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- (B) sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, Western Oregon University may name a new apparent successful Proposer; OR
- (C) reject all Proposals and cancel the procurement.

The Western Oregon University Vice President for Finance and Administration or designee will timely respond to the protest after receipt. This decision shall be final.

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

8. Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A**

SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:

“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.” ORS 192.500(1). Therefore, non-disclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

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

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

11. Clarification and Clarity: Western Oregon University reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear and favorable manner possible.

12. Right to Reject Proposals: Western Oregon University reserves the right to reject any or all Proposals, if such rejection would be in the public interest, as determined by Western Oregon University.

13. Cancellation: Western Oregon University reserves the right to cancel or postpone this RFP at any time or to award no contract.

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

15. Oral Presentations: At Western Oregon University’s sole option, Proposers may be required to give an oral presentation of their Proposals to Western Oregon University, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer’s original Proposal. If the evaluating committee requests presentations, the Issuing Office will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by Western Oregon University. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

16. Usage: It is the intention of Western Oregon University to utilize the services of the successful

Proposer(s) to provide services as outlined in the below Scope of Work.

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

18. Review for Responsiveness: Upon receipt of all Proposals, the Issuing Office or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. Western Oregon University reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

19. Rejections and Withdrawals. Western Oregon University reserves the right to reject any or all Proposals or to withdraw any item from the award.

20. RFP Incorporated into Contract. This RFP will become part of the Contract between Western Oregon University and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of Exhibit A.

21. Communication Blackout Period. Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee about the RFP until the apparent successful Proposer is selected, and all protests, if any, have been resolved.

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

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

24. Clerical Errors in Awards. Western Oregon University reserves the right to correct inaccurate awards resulting from its clerical errors.

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

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

27. Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from Western Oregon University. Western Oregon University reserves the right to modify the Evaluation

Committee make-up in its sole discretion. The committee's recommendations will be forwarded to the Contract and Project Officer for final approval.

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

TERM OF CONTRACT

The Contract is expected to begin on or about **October 5, 2012**, and extend to **June 30, 2013**, with the option for **1 (one)** annual renewal, subject to the Contractor's continued successful performance as determined by Western Oregon University. Western Oregon University intends to reserve the right upon 30 days notice to the Contractor to terminate the Contract for its convenience.

DELIVERY OF PROPOSALS

Proposals may be submitted via two methods.

Method #1: An original copy of the Proposal of the complete Proposal must be received on or before **3:00 p.m. Pacific Time, September 27, 2012.** The envelope/package containing the response must be clearly marked "**Response to RFP #2012-02.**"

Method #2: Complete proposals (including all attachments) may be emailed and must be electronically received by **3:00 p.m. Pacific Time September 27, 2012.** **Email subject line must be "Response to RFP#2012-02."** Proposer ***must*** telephone and confirm electronic receipt of the complete emailed document(s) before the above time and date deadline. Proposals delayed or lost by email system filtering or failures may be considered at Western Oregon University's sole discretion. **In addition** to electronic submission, the original copy of the Proposal must be postmarked no later than September 27, 2012. The envelope/package containing the Proposal must be clearly marked "**Response to RFP #2012-02.**"

The original Proposal must be signed 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. **NO LATE PROPOSALS WILL BE ACCEPTED, except as set out in Method #2 of "Delivery of Proposals"**. Proposals may be hand delivered, mailed, or e-mailed to:

Mailing Address including Hand Delivery, UPS and FEDEX:

Western Oregon University
Attn: Stan Hagen
345 N. Monmouth
Monmouth, OR 97361

Email:
hagens@wou.edu

Proposals will be publicly opened by a designee in the Business Office on the Closing Date.

BACKGROUND

Western Oregon University (WOU) is a public, mid-sized university. We are committed to changing lives, strengthening communities and transforming our world. Located in the Monmouth-Independence area, the heart of Oregon's lush Willamette Valley, WOU is about 20 minutes from Salem, the state's capitol and about 75 minutes from Portland, the state's cultural hub.

Our student body of about 6,200 undergraduates and 900 graduates enjoys a vibrant and close-knit intellectual community comparable to the environment in a small liberal arts college. As a public-serving institution dedicated to strengthening our region and Oregon, WOU is home to the nationally renowned Teaching Research Institute, the Regional Resource Center on Deafness and the Rainbow Dance Theatre. In addition to teaching excellence, WOU's faculty members are engaged in wide-ranging scholarship as well as community-based projects, including many faculty-student collaborations. Our picturesque, award-winning campus blends welcoming traditional features with 21st century convenience, including many multimedia classrooms, extensive wireless Web access and a state-of-the-art library.

Founded in 1856, WOU, the oldest public university in Oregon, has continued to adapt and transform itself to respond to the needs of society and our changing world. From its origins as a normal school, WOU grew to become a nationally recognized leader in teacher preparation. In the 1970s, WOU expanded its offerings with broad-based liberal education programs. Since then, the university has continued to emerge as a leading comprehensive public liberal arts institution, with approximately two-thirds of its students in the College of Liberal Arts and Sciences and the rest in the College of Education.

The Division of Extended Programs (DEP) has responsibility for off-campus distance education programs, credit overlay and professional development, programming, summer special courses, workshops and outreach to the community.

In collaboration with the academic colleges and support services at WOU, DEP provides lifelong learning opportunities that are responsive, flexible, and creative for meeting the educational needs of all students. This mission is accomplished through innovative and creative programming that is consistent with the mission of Western Oregon University and the Office of Academic Affairs and provides unique teaching and service opportunities for WOU faculty.

SCOPE OF WORK

Western Oregon University's Division of Extended Programs is seeking two experienced vendors who have a background in the Alaskan educational system and are able to develop partnerships with school administrators to provide Western Oregon University educational programs, both on site in Alaska and online.

The selected vendors will report directly to and have frequent interaction with the Director of the Division of Extended Programs at Western Oregon University. Frequent interaction is encouraged by telephone, web conference or email to share information, provide updates and evaluate services.

Deliverables:

1. Develop new partnerships and program agreements with school and district personnel
2. Provide on-going support of existing partnerships
3. Provide information about Western Oregon University programs to potential undergraduate and graduate students.
4. Develop and expand dual credit programs for high school students and community members.

5. Coordinate on-site visits by Western Oregon University staff.
6. Proactively engage in identifying additional educational opportunities

Timeline:

Work to begin: October 2012.

Status reports and invoices to be submitted for the following time periods:

October – December 2012

January – March 2013

April – June 2013

Budget:

Western Oregon University has a budget of \$60,000 total for two professional service contracts through June 30, 2013. Projected total budget for two years would be \$122,000.

Section II – Information Required from Proposers

PROPOSAL FORM AND CONTENT

Proposals that do not contain all the information requested in this and other sections may be rejected as non-responsive.

Submission Format

1. The Proposal should be written on standard size (8½" x 11") paper, using generally accessible word processing and document formats conducive to cut-and-paste transfer of information to contracts or other summary documents. MSOffice Suite documents are preferred.
2. Proposers should structure responses as outlined in this RFP. Proposals should be prepared so that responses are specifically addressed in the same order as the requested information identified below and on the Questionnaire. Pages should be numbered consecutively and tabs inserted between sections.

REQUIRED PROPOSAL CONTENT

1. You must complete the **Bidder/Proposer Tax Laws and Non-discrimination Certification** sheet, signed by an authorized company official.
2. The Proposal must also include the following:
 - a. **Title Page or Cover Letter.** The title page or cover letter should indicate the date, subject, name of the Proposer, address, telephone number, e-mail address, name and title of the Proposer's contact person as well as a signature of an authorized official with the authority to negotiate and contractually bind the Proposer.
 - b. **Offices and Representatives.** A description of the office(s) that will provide support, including its geographic location, staffing level, the background, experience, and qualifications of personnel. *This information must be listed in a specifically identified section of the Proposal.*
 - c. **Questionnaire.** Complete and specific answers to the Questionnaire for Proposers. Please respond by restating each question and thereafter providing your answer in order beginning with question 1.
3. **Summary Statement.** The Proposer may, but is not required to, provide a summary statement as to its qualifications, as well as briefly describe (no more than 500 words) any special considerations the Western Oregon University should consider.

EVALUATION CRITERIA

Proposals will be evaluated for completeness and compliance with this RFP. 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. **Proposals that do not specifically address the scope of work or do not include the complete Proposal Content may be rejected.**

Proposals will be evaluated based on the following criteria and questions outlined in the Questionnaire for Proposers:

- | | |
|---------------------------|-----------|
| 1. Background Information | 35 points |
| 2. Scope of Work | 35 points |
| 3. Cost Summary | 20 points |
| 4. Quality of Proposal | 10 points |

Total possible: 100 points

Section III – Questionnaire for Proposers

Please submit your responses to the following items.

1. Background Information

Provide a description of past experiences in the successful completion of similar services for higher education, including a connection to the educational system in Alaska. Provide a description of previous work with universities in Oregon and Alaska. Include a description of successful partnership-building with metropolitan and bush schools. Please provide name, address, and telephone numbers of contact person for such partnerships.

2. Scope of Work

Describe your proposed plan of action to build partnerships between WOU and Alaskan school districts and communities. Please ensure your description incorporates the following:

- Why are you interested in collaborating with Western Oregon University?
- Why are you uniquely qualified for this work?
- What do you need from Western Oregon University to be successful?

3. Cost Summary

Pricing should be on a yearly basis over the course of a potential two year contract. The summary should be all inclusive, including travel.

Base Bid Year 1- October 2012 thru June 30, 2013 \$_____

Base Bid Year 2- July 1, 2013 thru June 30, 2014 \$_____

Section IV – Contract Terms and Required Documents

**ALASKA RECRUITING
RFP #2012-02**

Notice of Interest

Name of Consultant/Firm: _____

Check One:

_____ Yes, this firm will submit a proposal in response to this RFP. Please forward any addenda to the RFP to my attention.

_____ No, this firm does not anticipate submitting a proposal in response to this request.

Comments:

Signature: _____ Date: _____

Print Name: _____

Title: _____ Phone: _____

Address: _____

Email address for contact: _____

Please return this form no later than September 21, 2012 to Western Oregon University, Stan Hagen, Contract and Project Officer, 345 N. Monmouth, Monmouth, OR 97361; fax (503 838-8014); email: hagens@wou.edu.

**BIDDER/PROPOSER
TAX LAWS AND NON-DISCRIMINATION CERTIFICATION
RFP #2012-02**

I, the undersigned, have read all of the terms and conditions of this Request for Proposals, and I understand that if awarded the contract, I and the firm represented herein shall be bound by its terms and conditions and representations made in this response. I certify that Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

Certified Minority, Women, and Emerging Small Business

For statistical purposes only, please indicate if your firm is an Oregon certified minority, women, or emerging small business: **DBE** **MBE** **WBE** **ESB**

Certificate of Compliance with Tax Laws

I, the undersigned, (Check one)

- ___ hereby certify under penalty of perjury that I am not in violation of any Oregon Tax laws,
___ hereby certify under penalty of perjury that I am authorized to act on behalf of Contractor and to the best of my knowledge; Contractor is not in violation of any Oregon tax laws.

For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620

Business Designation (check one): ___ Corporation ___ Partnership ___ Sole Proprietorship
___ Governmental/Non-Profit ___ Limited Partnership ___ Limited Liability Partnership
___ Limited Liability Company

Signature: _____ Date: _____
Name: _____ Title: _____
Firm: _____
Address: _____
City/State/Zip: _____ Phone: () _____
e-mail: _____ Fax: _____

Exhibit A
WESTERN OREGON UNIVERSITY
PERSONAL/PROFESSIONAL SERVICES CONTRACT
CONTRACT # _____

This Contract is between the State of Oregon, acting by and through the State Board of Higher Education, on behalf of the Western Oregon University, hereafter called "WOU" and _____, hereafter called "Contractor". The WOU Representative for this Contract is _____.

- 1. Effective Date and Duration.** This Contract shall become effective on upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on _____. However, such expiration shall not extinguish or prejudice WOU's right to enforce this Contract with respect to: (i) any breach of a Contractor warranty; or (ii) any default or defect in Contractor performance that has not been cured.
- 2. Statement of Work.** Contractor will provide the following personal/professional services: _____, further described in Exhibit A.
- 3. Consideration.** WOU agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$_____, for accomplishing the work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Terms and Conditions.** The terms and conditions of this Contract are contained on the following pages titled "Western Oregon University Contract Provisions."
- 5. Travel and Other Expense.** (Not allowable under this Contract)
- 6. Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Personal/Professional Services Contract, Exhibits A, B, C and (RFP#2012-02 (Attachment 1) and Contractor's response to RFP#2012-02 (Attachment 2)).

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing): _____
Address: _____
Phone No. _____
Fax No. _____
MWESB Certification #: _____
 DBE **MBE** **WBE** **ESB**
Citizenship, if applicable: Non-resident alien __YES __NO
Business Designation: (Check one):
__ Corporation __ Partnership __ Limited Partnership __ Limited Liability Partnership
__ Sole Proprietorship __ Governmental/Non-Profit __ Limited Liability Company
Federal Tax ID#: _____ **SSN#:** _____

Above payment information must be provided prior to Contract approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31% backup withholding.

WESTERN OREGON UNIVERSITY CONTRACT PROVISIONS

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 State Board of Higher Education (“Board”), 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. WOU 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 this contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the WOU’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 shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), title VI of the civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. 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 Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; 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 WOU 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 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. The 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 WOU and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

8. HAZARD COMMUNICATION. Contractor shall notify WOU prior to using products containing hazardous chemicals to which WOU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon WOU's request, Contractor shall immediately provide Material Safety Data Sheets 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 State of Oregon, the Board, WOU, their 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, and provided that WOU shall provide Contractor with prompt written notice of any such claim, suit, action or proceeding and reasonable assistance, at Contractor's expense, in the defense thereof. Contractor shall have control of the defense and settlement thereof, but neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending its interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

10. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the WOU reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, WOU 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 WOU for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that WOU provides 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 Worker's Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) Is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of WOU; (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. The WOU 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. (Also see Exhibit C.)

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 State of Oregon, acting by and through WOU and their 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 WOU 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 such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against WOU, such facsimile transmission must be confirmed by telephone notice to WOU'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 WOU. WOU and Contractor intend that such Work Product be deemed "work made for hire" of which WOU shall be deemed the author. If for any reason the Work Product is not deemed "work for hire", Contractor hereby irrevocably assigns to WOU all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as WOU may reasonably request in order to fully vest such rights in WOU. 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 WOU 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, (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, (5) all computer hardware and software delivered under this Contract will, individually and in combination, correctly process, sequence, calculate all date and date-related data for all dates prior to, through and after January 1, 2000, and (6) any software products delivered under this Contract that process date or date related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century. (B) Contractor's Limitation of Liability. Contractor's liability with respect to items (5) and (6) above shall not exceed: (1) twice the total Contract amount (including any amendments) or (2) \$100,000, whichever is greater. (C) 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, and 23.

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 WOU. In addition to any provisions the WOU 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. WOU'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 authorized 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 WOU for convenience upon thirty (30) days' notice to the Contractor. (B) In addition, the WOU may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the WOU, if (i) Federal or state laws, rules, regulations or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or WOU 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 immediately terminated by WOU 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 WOU, fails to correct such failure within ten business days.

22. TERMINATION DUE TO NONAPPROPRIATION OF FUNDS. If sufficient funds are not provided in future legislatively approved budgets of WOU (or from applicable Federal, state, or other sources) to permit WOU in the exercise of its reasonable administrative discretion to continue this Contract, or if WOU or the program for which this Contract was executed is abolished, the WOU 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, WOU 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 WOU, less previous amounts paid and any claim(s) which the WOU has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to WOU on demand. (B) In the event of termination pursuant to Sections 21(B)(ii) or (C), WOU 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 WOU expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to WOU all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon WOU's request, Contractor shall surrender to anyone WOU designates, all documents, research or objects or other tangible things needed to complete the work.

24. NO THIRD PARTY BENEFICIARIES. WOU 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. 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, Corporate 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.

27. FORCE MAJEURE. Neither WOU 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, WOU'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.

28. WAIVER. The failure of WOU to enforce any provision of this Contract shall not constitute a waiver by WOU of that or any other provision.

29. 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 STATE APPROVALS HAVING BEEN OBTAINED. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. 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.

Certification: I, under penalties of perjury, do hereby certify that (a) the number shown on this form is my correct taxpayer ID (or I am waiting for the number to be issued to me), and (b) I am not subject to backup withholding because (i) I am exempt from backup withholding or (ii) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding. I, the undersigned also (a) agree to perform the work required by Exhibit A in accordance with the terms and conditions; (b) certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; (c) certify that I am an independent contractor as defined in ORS 670.600; (d) certify that I am authorized to act on behalf of Contractor; (e) the statements contained in Exhibit C attached hereto are true and correct; and (f) understand that the Board has adopted policies applicable to contractors that prohibit sexual harassment and accept that my company and its employees are required to adhere to the institution’s policy prohibiting sexual harassment in their interactions with members of the WOU community.

CONTRACTOR AND WOU SIGNATURES

, **CONTRACTOR**

**The State of Oregon acting by and through
the State Board of Higher Education, on
behalf of the Western Oregon University,
WOU**

Signature

Date

Signature

Date

Print Name

Print Name

Title

Title

EXHIBIT A
PERSONAL/PROFESSIONAL SERVICES CONTRACT
Contract #

STATEMENT OF WORK

Contractor shall

CONSIDERATION

- a. Payment for all work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$. Invoices may be submitted to the WOU Representative at:

- b. Interim payments shall be made to Contractor following WOU's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and WOU will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the amendment.

- c. Contractor shall submit invoices for work performed. The invoice **shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed.** The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

TRAVEL AND OTHER EXPENSES

EXHIBIT B INSURANCE

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

1. Required by WOU of Contractor with one or more workers, as defined by ORS 656.027.

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 ORS 656.126.

2. Required by WOU Not required by WOU.

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$200,000, \$500,000, \$1,000,000, or \$2,000,000 for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

3. Required by WOU Not required by WOU.

General Liability insurance with a combined single limit, or the equivalent, of not less than \$200,000, \$500,000, \$1,000,000, or \$2,000,000 for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the State of Oregon, WOU and divisions, officers, and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Contract.

4. Required by WOU Not required by WOU.

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than Oregon Financial Responsibility Law (ORS 806.060), \$200,000, \$500,000, or \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. Certificates of Insurance. As evidence of the General Liability and Automobile Liability insurance coverage required by this Contract, the Contractor shall furnish an endorsement from the insurance company naming the State of Oregon, acting by and through the State Board of Higher Education, on behalf of WOU, its officers and employees as additional insureds with respect to the work of this Contract. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to WOU Business Office at the following address: 345 N Monmouth Ave, Monmouth, OR 97361.

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent and meets the following standards:

1. Registered under ORS Chapter 701 to provide services for which such registration is required.
2. Filed all federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for services performed as an independent contractor in the previous year.
3. Furnish the tools or equipment necessary for the contracted labor or services.
4. Authority to hire and fire employees who perform the labor or services.
5. Represent to the public that the services are to be provided by independently established business as four (4) or more of the following circumstances exist. **Check four or more of the following:**
 - A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
 - B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership;
 - C. Telephone listing is used for the business that is separate from the personal residence listing.
 - D. Services are performed only pursuant to written contracts.
 - E. Services are performed for two or more different persons within a period of one year.
 - F. I assume financial responsible for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the services to be provided.

Contractor Signature _____ Date _____