

**Request for Proposals**

**RFP # 2013-02**

**Bibliographic De-duplication for Sage Library System Catalog**

ISSUE DATE: Monday April 15, 2013

**CLOSING DATE: Monday May 6, 2013**

**CLOSING TIME: 4:00 p.m.**

TABLE OF CONTENTS

Page

Section I - Information Regarding Proposal 2

Introduction 2

General Information 2

General Provisions 3

Term of Contract 6

Delivery of Proposals 6

Schedule of Events 7

Background 7

Scope of Work 8

Section II - Information Required from Proposers 10

Proposal Form and Content 11

Required Proposal Content 11

Evaluation Criteria 12

Section III – Questionnaire for Proposers 13

Section IV – Contract Terms and Required Documents………………………………………..16

Notice of Interest 16

Bidder/Proposer Tax Law and Non-Discrimination Certification 17

Exhibit A – OUS Model Contract 18

**State of Oregon**

**Oregon University System**

# REQUEST FOR PROPOSALS

Evergreen Test Implementation for Sage Library System

###### Section I - Information Regarding Proposal

**INTRODUCTION**

The Sage Library System is seeking proposals for the bibliographic de-duplication of the shared Sage Library System catalog. The Sage catalog is based on Evergreen v. 2.3.2 and contains almost 1,000,000 bibliographic records from more than 65 libraries. The successful contractor should expect to work with the Sage systems administrator to develop a targeted automated or semi-automated de-duplication process. All work needs to be complete by August 31, 2013. Because this is a grant funded project, we will be unable to accept bids of more than $30,000.

**Important Notice**

It will be the responsibility of interested vendors to refer daily to the OUS Business Opportunities website to check for any available amendments or addenda, cancellations, or intents to award. Unless a Notice of Interest is submitted as described below, vendors will not be provided responses to inquiries and/or questions or any additional information regarding this opportunity.

**GENERAL INFORMATION**

**Issuing Office:** Pierce Library at Eastern Oregon University is the Issuing Office and is the sole point of contact for clarifications regarding technical specifications in this RFP. The EOU Finance & Administration 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** Karen Clay, Pierce Library Director

**Specifications**: Telephone (541) 962-3792

**Street Address:** 1 University Blvd

**Mailing Address: La Grande, OR 97850**

Email: kclay@eou.edu

**RFP Process Questions**: Teresa Carson-Mastrude, EOU Finance & Administration

Telephone (541) 962-3773

**Street & Mailing Address:**

One University Blvd

La Grande, OR 97850

Email: lmoore@eou.edu

**GENERAL PROVISIONS**

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

**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 the EOU Finance & Administration, prior to the Closing date. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2. Protest of Specifications - Request for Changes**: Protests of the specifications or requests for non-substantive or procedural changes to the RFP must be received in writing on or before 5:00 p.m. (Pacific Time), April 26, 2013, at the EOU Finance & Administration address or email address as listed under “General Information” in this RFP. Protests may be hand delivered, mailed or emailed. Protests may not be faxed. Protests of specifications will include the reason for the protest and any proposed changes to the requirements.

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

EOU will consider all requested changes and, if appropriate, amend the Request for Proposals.

**3. Clarifying Questions.** 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), April 19, 2013, at the EOU Finance & Administration address or email address as listed under “General Information” in this RFP. To ensure open competitiveness, EOU will provide answers to clarifying questions to all Proposers that submit a Notice of Interest as described in Paragraph 20.

**4. Addenda**: If any part of this RFP is amended, addenda will be provided on the OUS Business Opportunities website and to all parties who submit a Notice of Interest pursuant to section 19 below.

**5. Post-Selection Review and Protest of Award**: EOU will name the apparent successful Proposer(s) in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer(s) is procedural only and creates no right in the named Proposer(s) 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 seven (7) calendar days from the date on the “Notification of Intent to Award Contract” letter to review the file and evaluation report at EOU offices and to 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 EOU Finance & Administration as listed under “General Information” in this RFP.

EOU will consider any protests received and:

1. reject all protests and proceed with final evaluation of, and any 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

1. 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, EOU may name a new apparent successful Proposer; OR
2. reject all Proposals and cancel the procurement.

The EOU Finance & Administration or designee will respond to the protest within a timely manner of receipt. The decision shall be final.

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

**7. Public Records**: This Request for Proposals 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.

The above restriction will not include cost information, which must be open to public inspection.

**8. Investigation of References**: EOU reserves the right to investigate references and/or past performance of any Proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of subcontractors and workers. EOU may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

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

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

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

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

**13. Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through the period of contract execution.

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

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

**16. Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms listed in Exhibit A – Eastern Oregon University 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 Paragraph 2 – Protest of Specifications – Request for Changes or specifically noted in a separate section of the Proposal.

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

# 18. RFP Incorporated into Contract. This RFP will become part of the Contract between EOU and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposals, and the terms of Exhibit A.

**19. 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.

**20. Notice of Interest.** The Notice of Interest (form attached below) will be due at the office of the EOU Finance & Administration by 5:00 p.m. Pacific Time, April 17, 2013, 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.

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

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

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

**24. Rejection of Qualified Proposals.** Proposals may be rejected in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.

**25. Collusion.**  By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud.

### TERM OF CONTRACT

The Contract is expected to begin on or about May 1, 2013, and shall extend until August 31st 2013, at which time all specified work is expected to be complete. EOU intends to reserve the right upon 30 days’ notice to the Contractor to terminate the Contract.

### DELIVERY OF PROPOSALS

Proposals may be submitted via two methods.

**Method #1:** An original copy of the Proposal, and an electronic copy (on compact disk) of the complete Proposal must be received on or before ***4:00 p.m. Pacific Time, May 6, 2013.***The envelope/package containing the response must be clearly marked “**Response to RFP #2013-02.”**

**Method #2:** Complete proposals (including all attachments) may be emailed and must be electronically received by ***4:00 p.m. Pacific Time, May 6, 2013*. Email subject line must be “Response to RFP #2013-02 .”** 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 EOU’s sole discretion. **In addition** to electronic submission, the original copy of the Proposal must be postmarked no later than April 29, 2013***.*** The envelope/package containing the Proposal must be clearly marked “**Response to RFP #2013-02.”**

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

It is the responsibility of the Proposer to ensure that Proposals arrive by the closing date and time. **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:

**Hand Delivery:** **Mailing Address: E-Mail:**

**(Including UPS, FEDEX)**

Teresa Carson-Mastrude Same tcarson@eou.edu

Inlow Hall, 202A

Eastern Oregon University

La Grande, OR 97850,

Proposals will be publicly opened by the EOU Finance & Administration, or designee at One University Blvd, Inlow Hall 202E, La Grande, OR. on the Closing Date.

**SCHEDULE OF EVENTS**

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

RFP Issue Date April 15, 2013

Notice of Interest Deadline April 20, 2013 (5:00 pm, PT)

Deadline for Protest of Specifications April 26, 2013 (5:00 pm, PT)

All Clarifying Questions Due April 26, 2013 (5:00 pm, PT)

Closing Date (Proposals Due) May 6, 2013 (4:00 pm, PT)

Finalist Presentations (if required) n/a

Deadline for Protest of Award 7 calendar days after date  
on Notice of Award letter

Anticipated Contract Begin Date May 18, 2013

**BACKGROUND**

The Sage Library System is a library consortium of over 65 publicly and privately funded institutions, including school libraries, small individual public libraries and larger public library districts, academic libraries, and special libraries. Sage members are located geographically throughout 12 counties in Eastern Oregon. Sage currently uses Evergreen v. 2.3.2 to provide a shared online catalog, to which all members contribute records. As of March 2013, the catalog comprised ??? bibliographic records.

**SCOPE OF WORK**

The contractor will be developing and implementing an automated or semi-automated process for duplicate record resolution on the Sage Evergreen catalog. Targeted records for de-duplication include all format types (not just monographic records) other than e-books. Duplicate records occur primarily because of the nature of the shared catalog, that is, bibliographic records are created or downloaded by individual libraries across the consortium, rather than via a centralized process. Test studies, based on cross-sections of monographic catalog records, indicate that there is a duplication rate of approximately 5%. We speculate that this relatively high duplication rate is due to the addition of several new Sage members, and the relatively recent migration to Evergreen. The batch loading process available in earlier versions of Evergreen was more rudimentary, but now has improved and includes the ability to set match criteria during batch loads.

Sage has only done manual de-duplication projects in the past, and therefore we would like contractors to describe the process that they will be using, including how catalog information will be sent back and forth, and what types of actions will be required on the part of Sage. For example, will the Sage systems administrator need to develop scripts to import the de-duplicated records?

Because this is a grant funded project, we will be unable to accept bids of more than $30,000.

**Commencement of Work**

The contractor(s) shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, and a contract has been fully executed.

**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. It is expected that all qualified firms responding are thoroughly conversant with, and that work will be performed in conformance with, all applicable federal and state regulatory requirements.

**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. Hard copy proposals should be submitted in ring binders with removable page documents. Spiral bound proposals are discouraged.
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.
3. The Proposal must be signed by an authorized official. The Proposal must also provide the name, title, address, phone number and email address for individuals with authority to negotiate and contractually bind the contractor, and for those who may be contacted for the purpose of clarifying the information provided.

**Required Proposal Content**

1. You must complete the **Bidder/Proposer Tax Laws and Non-discrimination Certification** sheet, signed in blue ink by an authorized company official.
2. The Proposal must also include the following:
   1. **Title Page.** The title page should indicate the date, subject, name of the Proposer, address, telephone number, e-mail address, name and title of the Proposer’s contact person.
   2. **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.*
   3. **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. Use additional pages as necessary.
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 EOU 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.**

1. **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 unresponsive in part or in whole, it will be rejected and will not be submitted to the evaluation committee. EOU reserves the right to determine if an inadvertent error is solely clerical, 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.

1. **Criteria**

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

1. Background Information 20 points
2. Scope of Work 35 points
3. Cost Summary (must be <= $30,000 for consideration) 25 points
4. Quality & Responsiveness of Proposal 20 points

Total possible: 100 points

1. **Oral Presentations**

EOU may require an oral presentation by the highest-scoring Proposers, including an interview with key personnel. Any costs of participating in such presentations will be born solely by Proposer and will not be reimbursed by EOU. Points may be adjusted or additional points added based on oral presentations. Oral presentations may be conducted telephonically.

**4. References Review**

Acceptance of a Proposal may be contingent on reference review findings, described in GENERAL PROVISIONS (7). Information provided by references submitted by a Proposer, as well as other references identified by EOU, may prevail in final selection, regardless of preliminary scoring results.

**5. Evaluation Committee**

Proposals will be evaluated by an ad hoc committee with representatives from the Sage Council, Sage Cataloging Committee, Sage Development Committee, and the Sage Systems Administrator. Committee members are Karen Clay (EOU), Buzzy Nielsen (HRCLD), Beth Longwell (Sage) and Dea Nowell (UCSLD). The committee’s recommendations will be forwarded to the EOU VP for Finance & Administration for final approval.

**Section III – Questionnaire for Proposers**

Company / Proposer Name:

Address:

City, State, Zip Code:

Telephone: Fax: E-mail:

**Please submit your responses in order beginning with question #1 by restating the question, then providing your answer. Use additional sheets as necessary. Be specific with names and numbers.**

1. **Background Information**

Describe past experience in the successful completion of similar services for library catalogs. Please state if the contractor has experience with the de-duplication of shared consortial catalogs, or with the de-duplication of catalogs using the Evergreen system.

Identify specific person(s) who would ultimately be responsible for the proposed work or assignment of work. Please include a brief resume for each along with specific experience in library catalog bibliographic de-duplication.

1. **Scope of Work**

Using the Scope of Work as a guide, outline a work plan, with target dates for beginning and completion of essential steps necessary to meet the criteria.

1. **Cost Summary**

Contractor shall provide the cost to be charged to the Sage Library System for all services provided. Contractor should specify the basis for calculating cost. Are charges levied on a per record basis? If not, contractor should specify the extent of the de-duplication expected from the process. Note that grant funding will cover up to $30,000 for the contract – we will be unable to fund proposals costing more than this amount.

**Section IV – Contract Terms and Required Documents**

**Sage Library System Bibliographic De-duplication**

**RFP #2013-02**

**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 April 19, 2013 to Teresa Carson-Mastrude, EOU Finance & Administration, One University Blvd., La Grande, OR 97850; fax (541) 962-3773; email: tcarson@eou.edu

**BIDDER/PROPOSER**

**TAX LAWS AND NON-DISCRIMINATION CERTIFICATION**

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 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.

Business Designation (check one): \_\_\_Corporation \_\_\_ Partnership \_\_\_Sole Proprietorship

\_\_\_ Governmental/Non-Profit \_\_\_ Limited Partnership \_\_\_Limited Liability Partnership

\_\_\_ Limited Liability Company

Tax Identification Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Exhibit A**

**DEPARTMENT OF HIGHER EDUCATION**

**PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**CONTRACT #\_\_2013-02\_\_\_\_\_\_\_\_\_\_**

This Contract is between the State of Oregon, acting by and through its Department of Higher Education, on behalf of Eastern Oregon University, hereafter called “EOU” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereafter called “Contractor”. EOU’s supervising representative for this Contract is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**1. Effective Date and Duration.** This Contract shall become effective on\_\_\_\_May 18, 2013\_\_\_\_. Unless earlier terminated or extended, this Contract shall expire when all agreed-upon work has been completed. However, such expiration shall not extinguish or prejudice Board’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: \_\_\_see exhibit A\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, further described in Exhibit A.

**3. Consideration.** Board agrees to pay Contractor, from available and authorized funds, a sum not to exceed $\_30,000\_\_, 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 “Department of Higher Education Standard Personal/Professional 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#\_\_\_\_\_\_\_ (Attachment 1) and Contractor’s response to RFP#\_\_\_\_\_\_\_\_\_\_\_ (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.

**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 Chancellor’s Office and/or institution’s policy prohibiting sexual harassment in their interactions with members of the Oregon University System community.

**CONTRACTOR AND BOARD SIGNATURES**

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**DEPARTMENT OF HIGHER EDUCATION**

**STANDARD PERSONAL/PROFESSIONAL SERVICES 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 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.** Board 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 Board’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 Board 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 Board 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 Board prior to using products containing hazardous chemicals to which Board employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Board’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 State Board of Higher Education, 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, provided that Board 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 Board 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, Board 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 Board for any purpose, and neither Contractor nor any of Contractor’s agents or employees are entitled to any of the benefits that Board 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 Board; (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 Board 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 the Board 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 Contact 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 Board 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 the Board, such facsimile transmission must be confirmed by telephone notice to Board’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 Board. Board and Contractor intend that such Work Product be deemed “work made for hire” of which Board shall be deemed the author. If for any reason the Work Product is not deemed “work for hire”, Contractor hereby irrevocably assigns to Board 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 Board may reasonably request in order to fully vest such rights in Board. 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 Board 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 Board. In addition to any provisions the Board 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. Board’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 OUS upon thirty (30) days’ notice to the Contractor. (B) In addition, the Board may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the Board, 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 Board 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 Board 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 Board, 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 Board (or from applicable Federal, state, or other sources) to permit Board in the exercise of its reasonable administrative discretion to continue this Contract, or if Board or the program for which this Contract was executed is abolished, the Board 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, Board 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 Board, less previous amounts paid and any claim(s) which the Board has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to Board on demand. (B) In the event of termination pursuant to Sections 21(B)(ii) or (C), Board 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 Board expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Board all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon Board’s request, Contractor shall surrender to anyone Board designates, all documents, research or objects or other tangible things needed to complete the work.

**24. NO THIRD PARTY BENEFICIARIES.** Board 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 Board 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, Board’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 Board to enforce any provision of this Contract shall not constitute a waiver by Board 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.**

**EXHIBIT A**

**PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**Contract #** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Statement of Work

Contractor shall develop and implement an automated or semi-automated process for duplicate bibliographic record resolution on the Sage Evergreen catalog. The process should target all format types (other than e-books) and should aim to eliminate as many of the existing duplicate records as possible, while leaving unique records unchanged.

**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 $\_\_30,000\_\_\_\_.

b. Interim payments shall be made to Contractor following Board’s review and approval of billings submitted by Contractor. Contractor will also submit copies of other billings for work performed under the Contract when such bills are to be paid by other parties. These other billings are not subject to the maximum compensation amount set forth above.

c. Contractor shall not submit billings for, and Board 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. Contractor shall notify Board's supervising representative in writing thirty (30) calendar days before this Contract expires of the upcoming expiration of the Contract. No payment will be made for any services performed before the beginning date or after the expiration date of this Contract.

d. Unless a different payment schedule is outlined in the Scope of Work, Contractor shall submit monthly billings for work performed. The **billings 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. Contractor will specifically note in the billing when one-third and two-thirds of the maximum Contract amount, including expense reimbursement, has been expended. Billings shall be sent to the supervising representative.

**TRAVEL AND OTHER EXPENSES** (Will not be reimbursed. This is a fixed fee Contract.)

**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 Board 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 Board Not required by Board**

**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 Board  Not required by Board.**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than

$200,000,  $500,000,  $1,000,000, or $5,000,000 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, Board 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 Board  Not required by Board.**

**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 $5,000,000 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 the Chancellor’s Office, 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 Board at the following address: OUS Director of Purchasing and Contract Services, P.O. Box 3175 Eugene, OR 97403.

**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 form 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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_