Date: February 28, 2014

RE: Alternative Procurement (AP) for Bar Preparation Training Services

(PCS# 228000-0003-AP)

Closing Date/Time: March 10, 2014 at 5:00 pm (Pacific Time)

Dear Potential Respondent:

**1.** The State Board of Higher Education acting by and through the University of Oregon on behalf of the University of Oregon School of Law (University) is seeking to engage Bar Preparation Service Provider able to provide complete bar preparation programs in all 50 states.

**1.1** The complete bar preparation programs would prepare University’s law students for each method of examination that will appear on the state bar to which the applicant is seeking admission. A complete bar preparation program will teach the substantive law necessary for a University law student to pass a state bar exam whether the state bar exam tests multi-state law or state-specific law.

**1.2** The complete bar preparation programs will provide instruction through “lectures” and “homework.” “Lectures” explain the substantive law that will be tested on the bar exam and provide guidance about how to approach the different testing methods. “Homework” should test the degree to which University’s law students have absorbed both the substance of the law and test-taking methods.

**1.3** The complete bar preparation programs must meet all mandatory requirements set forth in **Exhibit B**.

**1.4** University has a preference for a provider that is able to also provide the preferred services set forth in **Exhibit B**.

**2.** For consideration, you must provide all requested information in accordance with the procedures set forth in this letter. Please do not respond exclusively by telephone or merely by sending marketing brochures. Please feel free to make suggestions, in addition to responding to the requirements of this letter. Respondent’s submittals must include the following:

**2.1** Cover letter summarizing your Response;

 **2.2** Contact information, including name and title of primary contact, business name, address, telephone number, and email address;

**2.3** Entity Verification (for entities other than sole proprietorships):

**2.3.1** Evidence in the form of a Secretary Certificate (or equivalent documentation) that the individual submitting the Response is authorized to act for and bind the Respondent in all matters relating to the Response and possible subsequent contract. This type of written documentation is commonly in the form of a Secretary’s Certificate or Officer’s Certificate issued by the board or committee governing the entity. The written documentation, however, is not required to be in any particular form as long as it clearly shows the individual signing the Response has authority to bind the Respondent.

**2.3.2** Evidence that Respondent (if not organized or incorporated in the State of Oregon), is in good standing in its state of organization or incorporation. This type of written documentation is commonly in the form of a certificate of good standing. The written documentation, however, is not required to be a certificate of good standing. For example: A corporation incorporated in Delaware could go to the Delaware Secretary of State’s website, perform a business entity search on itself, and submit with its Response a copy of the record retrieved from that site.

**2.4** Evidence of Respondent’s financial capability to meet the responsibilities to perform the contract which may include balance sheets, income statements, financial statements, independent financial compilation/review or other financial information whereby University can determine Respondent’s credit rating or financial capability.

**2.6** Evidence that Respondent has any and all licenses (including, but not limited to, software licenses) necessary for the work contemplated herein.

**2.7** List of three clients (and their respective contact information) for whom Respondent has completed similar projects. These clients may be contacted by University for an evaluation and assessment of the Respondent’s performance.

**2.8** Description, including a minimum of three unique examples, of Respondent’s experience performing projects similar in type and magnitude to the subject of this letter. Respondent’s description must include a minimum of three examples demonstrating the above experience.

**2.9** Detailed description of procedures and other aspects of the working relationship expected between Respondent’s project manager and University's representative, Erica Daley, Associate Dean of Finance and Operations, School of Law.

**2.10** Please provide a full description of how you will provide each of the services listed above in **Exhibit B**,including fully answering all questions related to each of the requested services. In responding to each of the items listed in **Exhibit B**, please provide related itemized costs and the total overall cost. Please include your response either in **Exhibit B** or provide a separate response with each response labeled with the requirement number.

**2.11 Completed and signed Representations, Certifications, and Acknowledgements attached to this letter as Exhibit A -- If you do not sign the Representations, Certifications and Acknowledgements your Response will not be considered for award.**

**3.** Please submit your Response and direct any questions regarding this procurement to Erica Daley on or before **March 10, 2013, at 5:00 p.m. (Pacific Time) (Closing Date and Time)** at the following address:

Erica Daley, Associate Dean of Finance and Operations

Law School

105D Knight Law Center

1221 University of Oregon

Eugene, OR 97403-1221

edaley@uoregon.edu

Submission of a Response constitutes a firm, binding, and irrevocable offer for a period of ninety (90) calendar days following the Closing Date and Time.

It will be at University’s sole discretion (i) to consider Responses submitted after the date set forth above, and (ii) to determine whether a Respondent’s submittals are sufficient to determine if that Respondent is responsible to perform under a contract awarded pursuant to this letter. University reserves the right to request further information as needed for clarification purposes.

All Responses to this letter become the property of University. By submitting a Response to this letter, Respondent grants the University a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Response solely for the purpose of evaluating the Response, negotiating a contract, if awarded to Respondent, or as otherwise needed to administer the procurement process, and to fulfill obligations under Oregon Public Records Laws. Responses, including supporting materials, will not be returned to Respondent.

Responses to this letter will be retained by the University for a required retention period and made a part of a file or record that will be open to public inspection. If a Response contains any information that is considered a “trade secret” under ORS 192.501(2), you must mark each page containing such information with the following legend: “TRADE SECRET”.

The Oregon public records law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies “unless the public interest requires disclosure in the particular instance.” Non-disclosure of documents or any portion thereof or information contained therein may depend on official or judicial determinations made pursuant to law. An entire Response to this letter marked as “trade secret” is unacceptable, and the Response will be deemed available for disclosure to the public.

Price will be one of many factors considered in any purchase. The factors considered are not limited to those addressed in this letter, the Responses to this letter, or any other inquiries the University might make and Responses it might receive. The University reserves the right to request vendor presentations, if in its sole discretion, the University determines that vendor presentations are in University’s best interest.

Once the University receives all information it wishes to obtain, it will evaluate the information and determine whether to negotiate with you. The University may negotiate with no vendors, one vendor, or more than one vendor. It is the University’s intent to contract with the vendor of bar preparation services it deems, in its sole discretion, to provide the best value to the University, though the University may choose not to contract with any vendor.

The University is under no obligation to share additional information with you beyond that contained in this letter but may do so if the University, in its sole discretion, deems it advantageous.

It is hoped that the result of this process will be a binding contract between the University and a vendor which will include terms and conditions substantially set forth in the Personal Services Contract and the Personal Services Contract Standard Terms and Conditions found at: <http://pcs.uoregon.edu/content/forms>. If you have questions, concerns or proposed revisions to any of the terms and conditions contained in the attached contract, you must address those in your Response. Additional or supplemental terms and conditions submitted by a Respondent as part of its Response may be evaluated or considered at the sole discretion of University. If Respondent conditions its Response on any additional terms and conditions, which have not been accepted by a written Addendum to the AP, your Response may be deemed non-responsive.

Thank you for your prompt attention to this letter and your interest in doing business with the University of Oregon.

Sincerely,

University of Oregon

**EXHIBIT A**

**AP FOR BAR PREPARATION TRAINING SERVICES**

**PCS# 228000-0003-AP**

 ***(Must Complete, Sign and Submit with your Response by the Closing Date and Time)***

**REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGEMENTS**

By submitting your Response to this letter, Respondent represents and warrants that:

1. Respondent has read all of the terms and conditions of this letter; Respondent understands that by signing below and submitting a Response, if awarded the contract, Respondent will be bound by the terms and conditions of this letter and its Response.

2. **Prices provided shall be firm for three (3) months after the Closing Date and Time**; and, if awarded the contract, Respondent must furnish any and all goods and/or services at the prices offered within the terms and time specified.

3. Respondent has the power and authority to enter into and perform the contract awarded as a result of this letter.

4. The individual signing for Respondent is authorized to execute this Response on behalf of Respondent.

5. Respondent is an independent contractor and not an employee, partner, or agent of University.

6. Respondent’s name, as it appears in this Response, is Respondent’s legal name, as it will appear in the Respondent’s W-9, and if Respondent is an entity rather than an individual that the entity named in this Response is validly-existing and in good standing.

7. Respondent has not discriminated against Historically Underrepresented Businesses (defined in OAR 580-061-0010) in obtaining any required subcontracts.

8. No officer, agent or employee of University has participated on behalf of University in preparation of the Response, that the Response is made in good faith, without fraud, collusion, or connection of any kind with any other respondent for the same work, and that the Respondent is competing solely on Respondent’s own behalf without connection with, or obligation to any undisclosed person or firm.

**Acknowledgment of Addenda**

[ ]  By checking this box, Respondent acknowledges Respondent has received, reviewed, and agrees to the all terms and conditions added to this letter via any Addenda that were posted on the OUS website, under “Business Opportunities,” accessible at <https://secure.ous.edu/bid/>.

**Business Designation (check one):**

[ ]  Corporation [ ]  Partnership [ ]  Sole Proprietorship

[ ]  Governmental/Non-profit [ ]  Limited Liability Company

**Please indicate your Minority Women or Emerging Small Business (MWESB) Status:**

Women Owned [ ]  Self Report [ ] State Certified #

Minority Owned [ ]  Self Report [ ] State Certified #

Emerging Small Business [ ]  Self Report [ ]  State Certified #

None of the Above [ ]

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Above information must be provided prior to the Closing Date and Time for the Response to be considered responsive.**