



Date: May 22, 2014

RE: AP for Human Resources Consultant (PCS# 410000-0003-AP)  
Closing Date/Time: June 6, 2014, at 5:00 p.m. (Pacific Time)

Dear Potential Respondent:

The University of Oregon (University) is issuing this Alternative Procurement (AP) to engage a consultant specializing in human resources with the following capabilities and qualifications:

- Experience and capacity to provide onsite technical expertise in all areas of human resources management.
- Direct experience providing comprehensive human resources consulting services to organizations with more than 1,000 employees.
- Direct experience providing comprehensive human resources consulting services to higher education institutions.
- Direct experience designing and implementing recruiting and on boarding processes at organizations with more than 1,000 employees.
- Direct experience designing and implementing class and compensation reviews and restructurings at organizations with more than 1,000 employees.
- Direct experience providing comprehensive human resources consulting services to organizations employing union-represented employees.

The University's Human Resources (HR) department is currently being managed by the Vice President for Finance & Administration & CFO (with help from the Associate Vice President and Chief of Staff). The University currently has a number of vacancies in its Human Resources (HR) department, including the Chief HR Officer, as well as a number of critical projects that must be completed. University is seeking a consultant to provide assistance on several critical projects, advice and guidance on technical operating issues within HR, and staffing issues. The successful Respondent will provide to University services including but not limited to the following:

- **Assistance with Organizational Structure.** The University is in the middle of restructuring personnel-related functions. Successful respondent will work with University to review the proposed structure and provide guidance and feedback on it to assist University decision process.
- **Assistance with Selection and Implementation of New Information Technology (IT) System.** The University uses BANNER to perform basic HR transactions. University needs to purchase and implement an additional IT system to help University improve its HR related processes (e.g., searches, contact approval, position control, etc.) and become more efficient. University plans to maintain BANNER as its main Enterprise Resource Planning (ERP) system. University, therefore, is looking to acquire a system



that will integrate with Banner (i.e. an add-on system) to improve HR workflow and efficiency. Successful Respondent will work with University to manage an expedited process to: (1) review basic functionality needs; (2) assess IT options; (3) assist in creating an appropriate procurement document; (4) assist in reviewing submissions under the procurement process; and (5) assist in implementation of the selected IT system. It is envisioned that the successful Respondent will work as part of a University team in completing this selection and implementation.

- **Assistance with the Redesign of Recruiting and Onboarding Process.** University needs to redesign and update its recruitment and onboarding processes for new faculty and staff. The current structure is paper-based and inefficient in that it requires campus departments to work with three different HR related departments. University has determined that, in addition to investing in a new IT system, University needs to redesign and update its processes. Successful Respondent will make recommendations to University regarding the redesign of all related processes (e.g., policies and procedures, structure, IT system use, etc.). University envisions the successful Respondent will lead this process and provide assistance to a core HR team as well as a broader team that includes campus constituents.
- **Assistance with Implementation of a New Class / Comp Structure:** University currently employs approximately 1400 Officers of Administration (OA) on individual contracts. University does not currently have a class and compensation structure for these employees that defines job groups, appropriate salary ranges, titles, etc. University needs to design and implement a campus-based process to implement an appropriate class and compensation structure for OA employees. University envisions the successful Respondent will lead this process and provide assistance to a core HR team as well as a broader team that includes campus constituents.
- **Direct Participation.** Consultant's assistance and guidance with the above services and other requested services may include direct participation in day-to-day human resources activities at the University. This direct participation will allow Consultant to further assess and provide advice and guidance on the above projects as well as provide training opportunities to staff.

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:

- Cover letter summarizing your Response;
- Contact information, including name and title of primary contact, business name, address, telephone number and email address;
- Entity Verification (for entities other than sole proprietorships):
  - 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.

- 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.
- 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.
- Detailed information on how the Respondent meets each of the qualifications set forth above, including a firm resume and description of resources available to Respondent to perform under a contract awarded pursuant to this letter;
- Evidence that Respondent has any and all licenses (including, but not limited to, software licenses) necessary for the work contemplated herein;
- Description 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 (3) examples demonstrating the above experience and include work samples of similar projects (e.g. photographs, literature, schematics, report samples, etc.);
- 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.
- List of key personnel who will be providing the services described in this letter. This list should contain each individual's name, title, qualifications, areas of expertise, experience with projects of similar scope and nature, and concise business biography or resume;
- Detailed description of procedures and other aspects of the working relationship expected between Respondent's project manager and University's representative, Jamie Moffitt;
- Full description of all deliverables, which Respondent would provide under a contract awarded pursuant to this letter;
- Proposed timeline with breakdown of time allocated for delivery of all deliverables, which Respondent would provide under a contract awarded pursuant to this letter;
- Itemized schedule of costs including hourly rates and fees (and overall total cost of work), which Respondent would provide under a contract awarded pursuant to this letter; and



- **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.**

Please submit your Response and direct any questions regarding this procurement to Greg Stripp on or before June 6, 2014, at 5:00 p.m. (Pacific Time) (Closing Date and Time) at the following address:

Greg Stripp, Associate Vice President & Chief of Staff  
Finance and Administration  
103 Johnson Hall  
1283 University of Oregon  
Eugene, OR 97403-1283  
Fax: (541) 346-6614  
[stripp@uoregon.edu](mailto:stripp@uoregon.edu)

Submission of a Response constitutes a firm, binding and irrevocable offer for a period of three months 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 in person meetings and/or presentations by Respondents, if in its sole discretion, the University determines that such meetings and/or presentations are in its 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 enter into a contract with the consultant it deems, in its sole discretion, to provide the best value to the University, though the University may choose not to contract with any consultant.

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 draft contract attached to this letter as **Exhibit B**. It is anticipated that the term of the contract awarded under this AP, will be for an one year initial term, with the option, in University's discretion, to extend the contract for two additional one year period(s), for a total possible contract term of three years. 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 HUMAN RESOURCES CONSULTANT  
PCS# 410000-0003-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 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**EXHIBIT B**  
**AP for Human Resources Consultant**  
**PCS# 410000-0003-AP**

**PERSONAL SERVICES CONTRACT**

Contract No. [INSERT UNIQUE # FOR TRACKING OF CONTRACT]

<p>This Personal Services Contract (“<b>Contract</b>”) is between the State Board of Higher Education acting by and through the University of Oregon (“<b>University</b>”) and Contractor indicated below (“<b>Contractor</b>”). University and Contractor are each a “Party” and collectively “Parties.”</p> <p><b>Contractor Information</b>          Full Legal Name or Business Name:          [FULL LEGAL NAME OF CONTRACTOR]          Mailing Address used for Tax Reporting:          Street/PO Box:          City:                      State:          Zip Code:          E-mail Address:          Office Phone Number:          Cell Phone Number:          (please indicate which phone number is your primary number)</p> <p><b>Additional Terms &amp; Attachments</b>  <input checked="" type="checkbox"/> Attachment A: <b>Personal Services Contract</b>  <b>Standard Contract Provisions</b>  <input checked="" type="checkbox"/> Attachment B: <b>Statement of Work</b>  <input checked="" type="checkbox"/> Attachment C: <b>Compensation</b>  <input checked="" type="checkbox"/> Attachment D: <b>Insurance Requirements</b>  <input type="checkbox"/> Attachment E: Photography Contract Provisions  <input type="checkbox"/> Other:</p> <p><b>Statement of Work:</b>          See Attachment B.</p>	<p><b>Please completely fill out all data fields:</b></p> <p>Department Name: _____</p> <p>Prepared by: _____</p> <p>Preparer’s Phone Number: _____</p> <p><b>Contract Term.</b> This Contract will become effective [EFFECTIVE DATE], or the date of last signature below, <b>whichever is later</b>. Unless earlier terminated or extended, this Contract will expire on [END DATE].</p> <p><b>Contract Fee/Honorarium:</b>          Check one:  <input type="checkbox"/> Fixed Fee: \$[INSERT FIXED FEE]  <input type="checkbox"/> Variable Fee: \$[INSERT STRUCTURE]</p> <p><b>Expenses:</b>  <input type="checkbox"/> University will reimburse Contractor’s expenses, including travel, up to the following not to exceed (NTE) amount of*†: [INSERT TOTAL NTE AMOUNT FOR ALL EXPENSES]. Individual itemized expenses may be revised, but total amount reimbursed may not exceed the NTE listed above.  <input type="checkbox"/> University will pay Contractor’s expenses directly to third parties, on Contractor’s behalf, up to the following not to exceed (“NTE”) amount of *†: [INSERT TOTAL NTE AMOUNT].</p> <p><b>Contract Maximum Compensation:</b> \$[INSERT GRAND TOTAL]**</p> <p><input type="checkbox"/> Interim payments paid to Contractor (if checked use <b>Attachment C</b>). If this box is not checked only one fee/ honorarium payment will be made under this Contract.</p> <p><small>*Unless boxes are checked reimbursements or expenses will not be paid under this Contract.          † Subject to the limitations of University’s published reimbursement rates found at the following web address: <a href="http://ba.uoregon.edu/content/travel-reimbursement">http://ba.uoregon.edu/content/travel-reimbursement</a>          **Contract Maximum Compensation includes the sum of all fees and reimbursements paid to Contractor and all expenses paid by University on behalf of Contractor.</small></p>
<p><b>By my signature below I am accepting the terms and conditions of this Contract and I certify that I am not a University of Oregon or Oregon University System employee, I am an independent contractor, and I understand the tax and legal implications of this Contract and that payments under this Contract will be reported on Form 1099.</b></p> <p>Signature of Contractor _____ Date Signed: _____</p> <p>Printed Name and Title of Contractor _____</p>	
<p><b>University:</b>          By: _____ Printed Name: _____          Date: _____ Title: _____</p>	



**EXHIBIT B**  
**AP for Human Resources Consultant**  
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**PERSONAL SERVICES CONTRACT**  
**ATTACHMENT A - STANDARD CONTRACT**  
**PROVISIONS**

1. **ACCESS TO RECORDS.** Contractor will maintain records, sufficient to accurately document its performance of this Contract. University will have access to such records of Contractor for the purpose of determining compliance with this Contract. Contractor will retain all such records, for a minimum of six years following final payment under or termination of this Contract, or such longer period as may be required by applicable law or to conclude any audit, review, or controversy.

2. **INDEMNITY FOR INFRINGEMENT CLAIMS.** EXCEPT TO THE EXTENT ARISING FROM MATERIALS PROVIDED TO CONTRACTOR BY UNIVERSITY, WHICH MATERIALS ARE UTILIZED BY CONTRACTOR IN THEIR UNALTERED FORM AND WITHOUT LIMITING THE GENERALITY OF THE INDEMNIFICATION CLAUSE REFERENCED IN THE HOLD HARMELSS SECTION BELOW, CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS UNIVERSITY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE DELIVERABLES INFRINGE ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY. The indemnity under this Section will not apply to the extent such alleged or actual infringement arises as a result of (i) modifications of such work made by University which were not approved by Contractor, or (ii) Contractor's compliance with any of University's designs, specifications or instructions. In the event that a court of competent jurisdiction determines in a final, nonappealable order that

the work is infringing in a manner for which Contractor is obligated to indemnify University

pursuant to this Section, Contractor will, at its option, (1) procure for University the right to continue using such infringing work; (2) replace the infringing work with a non-infringing item of like form, fit or function; or (3) modify the work so that it no longer infringes.

3. **HOLD HARMLESS.** Contractor will be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from any act or omission of Contractor, its subcontractors, agents, or employees. Contractor will indemnify and hold harmless University and its governing board and their directors, officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the acts or omissions of Contractor or its subcontractors, officers, agents, or employees.

4. **INSURANCE.** Contractor will secure insurance at Contractor's expense and keep that insurance in effect during the term of this Contract as indicated on **Attachment D**, if attached.

5. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of University for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that University provides for its employees. Nothing in this Contract will be construed to create a partnership, joint venture, franchise, agency, or employment relationship between the Parties.

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

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**AP for Human Resources Consultant**  
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or federal intellectual property law or doctrine. Contractor will execute such further documents and instruments as University may reasonably

request in order to fully vest such rights in University. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**7. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants that (1) Contractor has the power and authority to enter into and perform this Contract; (2) The individual signing for Contractor is authorized to execute this Contract on behalf of Contractor; (3) This Contract, when executed and delivered, will be a valid and binding obligation of Contractor, enforceable in accordance with its terms; (4) The work under this Contract will be performed in a good and workmanlike manner and in accordance with the highest professional standards; (5) Contractor will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work; and (6) Contractor's name, as it appears in this Contract, is Contractor's legal name, as it will appear in the Contractor's W-9, and if Contractor is an entity rather than an individual that the entity named in this Contract is validly existing and in good standing. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

**8. EQUAL EMPLOYMENT OPPORTUNITY NOTICES.** This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and

**subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color,**

**religion, sex, national origin, protected veteran status or disability.**

**9. SUBCONTRACTS AND ASSIGNMENTS.** Notwithstanding anything in Sections 3, 8, and 39, Contractor will not subcontract, assign, or transfer any of its interest in this Contract without obtaining prior written approval from University, which consent may be withheld by University in its sole discretion. As a condition to requesting prior written approval, Contractor must provide a written copy of any such proposed assignment or subcontract to University. University's consent to any assignment or subcontract will not relieve Contractor of any of its duties or obligations under this Contract. Any assignment or subcontract in contravention of this Section will be null and void.

**10. TERMINATION.** (a) This Contract may be terminated at any time by mutual written consent of both Parties. (b) University may at its sole discretion terminate this Contract in whole or in part upon 30-days' written notice to Contractor. (c) University may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by University: (i) federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that any Deliverables or services to be provided by Contractor under this Contract are no longer allowable or appropriate for purchase by University or are no longer eligible for the funding proposed for payment authorized by this Contract; (ii) any license or certificate required by law or regulation to be held by Contractor to provide Deliverables under this Contract is denied, revoked, or not renewed for any reason; (iii) if Contractor becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by

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Contractor; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably to Contractor within ninety (90) calendar days. (d) University may

terminate by written notice of default (including breach of contract) to Contractor the whole or any part of this Agreement if: (i) Contractor fails to provide services called for by this Agreement within the time specified in this Agreement or any extension of this Agreement; or (ii) Contractor fails to perform any of the other provisions of this Agreement, or fails to pursue the Work so as to endanger performance of this Agreement in accordance with its term and, after receipt of written notice from University, fails to correct such failures within 10 days or such longer period as University may determine at University's sole discretion. In addition to the right to terminate, in the event of a default by Contractor under this section, University will have all other rights and remedies at law or in equity.

**11. TERMINATION DUE TO NONAPPROPRIATION OF FUNDS.** University may terminate this Contract upon written notice to Contractor if University has not: (a) Received from the Oregon Legislative Assembly appropriations, limitations or other expenditure authority, or (b) Received allotments pursuant ORS Chapter 291 sufficient to allow University, in the exercise of its reasonable administrative discretion, to pay the amounts of this Contract.

**12. REMEDIES.** (a) In the event of termination pursuant to Section 9(b), 9(c)(i), or 10, Contractor's sole remedy will be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by University, less previous amounts paid and any claim(s) which University has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor will pay any excess to University upon demand. (b) In the event of termination pursuant to Sections 9(c)(ii) or (d), University will 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 will be the same as if the Contract was terminated pursuant to Section 9(b). (c) Upon receiving a notice of termination of this Contract, Contractor will immediately cease all activities under this Contract, unless University

expressly directs otherwise in writing. Upon termination of this Contract, Contractor will deliver to University all Work Product, documents, information, works-in-progress and other materials that are or would be deliverables or otherwise the property of University had the Contract been completed. Upon University's request, Contractor will surrender to anyone University designates, all documents, research or objects or other tangible things needed to complete the work.

**13. CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner with or prohibit Contractor's full performance of this Contract. Contractor also covenants that in the performance of this Contract no person having any such interest will be employed. Contractor further covenants that its performance of this Contract will not cause any employee or volunteer of University to violate ORS Chapter 244.

**14. NON-RESIDENT FOREIGN CONTRACTORS.** For non-resident foreign Contractors with U.S. sourced income, University will withhold Federal Tax at the applicable tax rate from Contractor's fee unless Contractor is eligible for tax treaty benefits, or qualifies for exemption under other areas of the tax code. Contractor must provide a completed and signed US Internal Revenue Service (IRS) Form to claim tax treaty benefits (8233 or appropriate W8 form). Contractor must have a U.S. reporting Identification Number, a Social Security Number (SSN), IRS Tax Identification Number (ITIN), or Employer Identification Number (EIN) to be eligible for tax treaty benefits. If applicable, Contractor will enter the US in a legal status allowing Contractor to work for University as evidenced by the US Citizenship and Immigration Services (USCIS) I-

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94 stamped or attached to Contractor's passport or this Contract is void.

**15. LIMITATION OF LIABILITIES.**

UNIVERSITY WILL NOT 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.

**16. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the Parties or notices to be given under this Contract will be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or University at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as the Parties may from time to time direct in writing. Any communication or notice so addressed and mailed will be deemed to be given five days after mailing. Any communication or notice delivered by facsimile will be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against University, such facsimile transmission must be confirmed by telephone notice to University's supervising representative. Any communication or notice by personal delivery will be deemed to be given when actually delivered.

**17. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way affect the meaning or interpretation of this Contract.

**18. COMPLIANCE WITH APPLICABLE LAW.**

Contractor will comply with all applicable federal, state, county, and local laws, ordinances, regulations, and University policies. Contractor also agrees to comply with all applicable laws prohibiting discrimination on the basis of race, sex, national origin, religion, age, sexual orientation, status as a veteran, or handicap.

**19. GOVERNING LAW; JURISDICTION;**

**VENUE.** This Contract will be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts

of law. Any claim, action, or suit between University and Contractor will be brought and conducted solely and exclusively within a Circuit Court for the State of Oregon. However, if any claim, action, or suit must be brought in a federal forum, it will be brought and conducted exclusively in the United States District Court for the District of Oregon. In no event will any part of this Contract be construed as a waiver by University of its

sovereign and governmental immunities. BY EXECUTION OF THIS CONTRACT, CONTRACTOR CONSENTS TO IN PERSONAM JURISDICTION OF SUCH COURTS.

**20. RECYCLED PRODUCTS.** Unless expressly otherwise provided for in this Contract, all paper products will be sourced from mills using elemental chlorine-free processes and contain a minimum of 30% post-consumer waste.

**21. HAZARD COMMUNICATION.** Contractor will notify University prior to using products containing hazardous chemicals to which University employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules Chapter 437.

**22. SURVIVAL.** All provisions of this Contract that would reasonably be expected to survive the termination of this Contract will do so.

**23. 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 will not be affected. The Parties agree to attempt to substitute for any illegal or unenforceable provision a valid or enforceable one that achieves the economic, legal and commercial objectives of the illegal and unenforceable provision to the greatest extent possible.

**24. SUCCESSORS IN INTEREST.** This Contract will be binding upon and will inure to the benefit of the Parties, and their respective successors and assigns.

**25. ECONOMIC OPPORTUNITIES.**

Contractor will, when applicable, have made good faith efforts to work with or obtain materials to be used in performing the Contract from minority-



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owned, women-owned, and emerging small business enterprises.

**26. FOREIGN CORRUPT PRACTICES.**

Contractor shall comply with all applicable laws relating to anti-corruption or anti-bribery, including, but not limited to, the requirements of the Foreign Corrupt Practices Act of 1977, as amended, (FCPA)(15 U.S.C. §§78dd-1, et. seq.), regardless of whether contractor is within the jurisdiction of the United States. Contractor shall not, either directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from the University to a public official or any person in violation of the FCPA and/or in violation of any applicable local laws relating to anti-corruption or anti-bribery.

**27. FEDERAL PROVISIONS.** If this Contract is federally funded in whole or in part, Contractor must comply with all applicable provisions of OMB Circular A-110. Further, if this Contract is funded with American Recovery and Reinvestment Act (ARRA) funds or if Federal Funding Accountability and Transparency Act (FFATA) applies, Contractor is required to submit certain information to University. If Contractor fails to timely submit such required information, University reserves the right to cancel this Contract or, if work has been performed, withhold payment until such required submittals have been received.

**28. EXCLUSIVITY.** University is not bound by exclusivity provisions.

**29. DUAL PAYMENT.** Contractor will not be compensated by any other party for work performed under this Contract.

**30. NO THIRD PARTY BENEFICIARIES.** University and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or will be construed to give any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name and expressly described in this Contract as intended beneficiaries.

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

**32. OVERDUE ACCOUNT CHARGES.**

Payment of overdue account charges by University will be subject to OAR 580-061-0050.

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

**34. FORCE MAJEURE.** Neither University nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, University or Contractor's reasonable control. Contractor will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligation under this Contract.

**35. WAIVER.** The failure of University to enforce any provision of this Contract will not constitute a waiver by University of that or any other provision.

**36. ATTACHMENTS.** All attachments, addenda, schedules and exhibits which are referred to in this Contract are incorporated in this Contract.

**37. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED IN THIS CONTRACT REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT WILL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE TO THIS CONTRACT OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES

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HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

38. **COMMUNICATIONS STANDARDS AND ACCESSIBILITY REQUIREMENTS.** Contractor will conform to all applicable Web standards and Web accessibility requirements found at: <http://webcom.uoregon.edu/webstandards> as well as all University Communications Standards as set forth in the UO Style Guide available at:

<http://des.uoregon.edu/uo-style-guide>.

39. **SMOKE AND TOBACCO FREE CAMPUS.** Contractor acknowledges and agrees University's grounds and premises are smoke and tobacco free. Contractor and Contractor's employees, agents and subcontractors, if any, agree not to smoke or use tobacco products while on University property.

40. **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT.** Contractor agrees to protect the confidentiality of student information and to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing regulations, specifically 20 U.S.C. 1232G, 34 C.F.R. § 99.33, ORS 351.070 and OAR 571-020, with respect to any redisclosure of personally identifiable information from education records obtained from the University.

41. **AMBIGUITIES.** Each party has participated fully in the review and revision of this Contract and neither party shall be considered the "drafter" for the purposes of any rule of construction that might cause any provision to be construed against the drafter of the Contract.

42. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Contract), each of which will be considered an original and all of which together will constitute one and the same Contract. At the request of a Party, the other Party will confirm facsimile or electronically transmitted signature by delivering the Contract with an original signature to the requesting Party.

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**PERSONAL SERVICES CONTRACT**  
**ATTACHMENT B – STATEMENT OF WORK**

[ADD TEXT HERE TO COMPREHENSIVELY DESCRIBE ALL SERVICES INCLUDING TASKS AND DELIVERABLES TO BE PROVIDED BY CONTRACTOR, TIMELINE AND BENCHMARKS FOR RECEIPT OF SUCH TASKS AND DELIVERABLES, STARTING WITH "Contractor will . . ."]

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**PERSONAL SERVICES CONTRACT**  
**ATTACHMENT C – COMPENSATION**

The maximum compensation under this Contract as indicated on the first page of this Contract includes all fees, honorariums and expenses reimbursed or paid directly on behalf of the Contractor as listed below. Any increase in compensation under this Contract must be preceded by written amendment signed by a University Contract Officer. The amendment detailing additional work and/or reimbursements must be signed by a University Contracts Officer **prior to** Contractor performing any such work or incurring any such reimbursable expenses and prior to the expiration date of this Contract. Payment for all work under this Contract is subject to OAR 580-061-0050.

**Check all boxes that apply:**

Variable Fee. Compensation will be determined by the following rate structure: [PROVIDE RATE OF PAYMENT, SUCH AS \$\_\_\_\_ per deliverable.]

Reimbursement (Leaving this box unchecked indicates that no reimbursements will be made under this Contract). Contractor will be reimbursed for the following itemized expenses:

1. \$ [MAXIMUM AMOUNT REIMBURSED] [DESCRIPTION OF REIMBURSEMENT]
2. \$ [MAXIMUM AMOUNT REIMBURSED] [DESCRIPTION OF REIMBURSEMENT]
3. \$ [MAXIMUM AMOUNT REIMBURSED] [DESCRIPTION OF REIMBURSEMENT]
4. \$ [MAXIMUM AMOUNT REIMBURSED] [DESCRIPTION OF REIMBURSEMENT]

To receive these reimbursements (check one):

- Contractor will provide receipts or documentation of all expenses to University and will be reimbursed subject to the applicable limits found at the following web address: <http://ba.uoregon.edu/content/travel-reimbursement>. Any reimbursement under this option will be reported as income on Form 1099 unless Contractor is an individual.
- Contractor will fully describe any expenses listed within Contractor's Invoice. Contractor will maintain original receipts. All such payments under this section will be reported by University on Form 1099.

Direct Payment of Contractor Expenses (Leaving this box unchecked indicates that no direct payment by University of Contractor's expenses will be made under this Contract). University will directly pay the following itemized expenses, subject to the applicable limits found at the following web address: <http://ba.uoregon.edu/content/travel-reimbursement>. Contractor will not be reimbursed for these expenses and these expenses will be included as part of the "Maximum Compensation" amount indicated on the first page of this Contract:

1. \$ [MAXIMUM AMOUNT TO BE PAID BY UNIVERSITY] [DESCRIPTION OF EXPENSE]
2. \$ [MAXIMUM AMOUNT TO BE PAID BY UNIVERSITY] [DESCRIPTION OF EXPENSE]
3. \$ [MAXIMUM AMOUNT TO BE PAID BY UNIVERSITY] [DESCRIPTION OF EXPENSE]
4. \$ [MAXIMUM AMOUNT TO BE PAID BY UNIVERSITY] [DESCRIPTION OF EXPENSE]

Interim Payments (Leaving this box unchecked indicates that no interim payments will occur. If making interim payments, at least 10% of total payment may not be paid until all work is completed.) Interim payments will be allowed. Payment will be made to Contractor following University's review and approval of billings submitted by Contractor. Interim payments will be made according to the following schedule:

- [PROVIDE A DETAILED SCHEDULE OF PAYMENTS REFERENCING BENCHMARKS AND TIMELINE LAID OUT IN THE STATEMENT OF WORK IF APPLICABLE]



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- Final Payment of [PERCENTAGE OF AT LEAST 10]% will be paid to Contractor upon completion and University's acceptance of all work under this Contract.

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**PERSONAL SERVICES CONTRACT**  
**ATTACHMENT D - INSURANCE REQUIREMENTS**

**During the term of this Contract, Contractor will maintain in full force at Contractor's own expense the insurance indicated below and fulfill the following requirements:**

- 1. General Liability Insurance**  **Required by University**  **Not Required by University**  
Contractor will obtain comprehensive general liability insurance with a broad form CGL endorsement or broad form commercial general liability insurance, with a minimum combined single limit of not less than  \$1,000,000 for each occurrence and \$2,000,000 aggregate or  \$2,000,000 for each occurrence and \$5,000,000 aggregate covering bodily injury and property damage, and will include personal and advertising injury liability, products liability, and contractual liability coverage for the indemnity provided under this Contract. It will provide that University and officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract (See Paragraph #4 of this Attachment).
- 2. Commercial Auto Liability Insurance:**  **Required by University**  **Not Required by University**  
Commercial automobile liability insurance with a minimum combined single limit of \$1,000,000 for each accident and \$2,000,000 aggregate for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles, as applicable.
- 3. Professional Liability Insurance:**  **Required by University**  **Not Required by University**  
Examples to consider: attorney, physician, dentist, counselor, architects, etc. Professional Liability insurance with a combined single limit, or the equivalent, of not less than  \$1,000,000 per occurrence and \$2,000,000 aggregate or  \$2,000,000 per occurrence and \$5,000,000 aggregate. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this Contract. If this 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. Only a certificate is required.

**If in the presence of minors:**  **Required by University**  **Not required by University**  
Contractor's will obtain sexual abuse and molestation insurance policy for coverage of allegations of corporal punishment, sexual abuse, and molestation. Such policy shall cover Contractor's employees and volunteers with a minimum combined single limit of \$2,000,000 per occurrence

- 4. Insurance; Certificates of Insurance and Endorsements.**  
Contractor will obtain insurance policies issued by an insurance company authorized to do business in the State of Oregon with a minimum financial rating of an AM Best rating of A- or higher. Contractor's liability insurance, except for professional liability insurance, will be arranged on an "occurrence" basis. The Contractor will be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Upon request by University, Contractor must provide to University a Certificate of Insurance from the insuring company evidencing insurance coverage required by this Contract. The "Description of Operations" must include (using the following exact language) the "**State Board of Higher Education acting by and through the University of Oregon, their officers and employees**" as additional insured. The certificate will provide that the insurance company will give a 30-days' written notice to University if the insurance is cancelled or materially changed.

Upon request by University, Contractor will provide to University an endorsement from the insuring company, naming (using the following exact language) the "**State Board of Higher Education acting by and through the University of Oregon, their officers and employees**" as additional insured. If requested, complete copies of insurance policies will be provided to University.

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5. **Notice of cancellation or change.** Contractor will not cancel, materially change, reduce limits, or fail to renew the insurance coverage(s) without 30-days' written notice from the Contractor or insurer(s) to University, Contract Manager at the following address: 720 E. 13<sup>th</sup> Avenue, Suite 302, Eugene, OR 97401.