

**REQUEST FOR PROPOSAL  
RFP No. 2015-1**

**PROVIDE ATHLETIC TEAMS BUS SERVICE FOR  
SOUTHERN OREGON UNIVERSITY  
ASHLAND, OREGON**

**CLOSING DATE: July 14, 2014  
AND TIME: 3:00 P.M., Local Time**

**INTRODUCTION:**

This is a Request for Proposal (RFP) for furnishing Athletic Bus service to Southern Oregon University (SOU), Ashland, Oregon.

**CONTRACT PERIOD:**

Contract period to be for four (4) months beginning August 2014-November 2014.

**BIDDERS TIME TABLE:**

**Date:** Release of RFP, June 30, 2014

**Date of Return:** All responses must be submitted in sealed containers bearing the name and address of the Contractor and addressed to: Southern Oregon University, Athletic Bus Service, c/o Treasa Sprague, 1250 Siskiyou Boulevard, Ashland, Oregon 97520. Submission proposals by facsimile or EDI are unauthorized. It is the sole responsibility of the Contractor to ensure that his/her response is received prior to 3:00 PM local time on July 14, 2014. Late materials will not be considered. Any RFP response received after the deadline shall be unopened.

**Date of Award(s):** No later than July 14, 2014.

**UNIVERSITY AND FACILITIES:**

SOU is one of eight institutions within the Oregon University System. It is in Ashland Oregon, located in the southern part of Oregon. Approximate enrollment is 6,500 with 900 students living in the residence halls and 300 living in apartments on campus. Southern Oregon University's mission is to provide high quality education in the liberal arts and selected professional programs at the baccalaureate and master's levels as well as high quality programs of research and services. Its programs serve the particular educational, cultural and economic needs of the southern region of Oregon.

**PERFORMANCE:**

Contractor shall perform all services required by this contract within the time specified in this contract. All Services shall be performed in the most highly professional manner, and in accordance with the utmost industry standards. Unless the means or methods of performing a task is specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry.

Failure to meet the performance requirements of this contract shall constitute breach of contract.

**METHOD OF AWARD:**

Proposals will be ranked upon completion of scoring and contract(s) will be awarded based on that ranking in conjunction with service availability.

**SELECTION AND AWARD PROCESS:**

**ROLE OF EVALUATION COMMITTEE:**

The evaluation process will determine whether a proposal meets the requirements of the RFP and to what extent. The following process will be used:

1. Evaluation Team:

The evaluation team shall be comprised of a representative from the Athletic Director, and two (2) representatives from Athletic’s Staff. RFP’s will be independently scored by each committee member. All scores will then be totaled and assigned to the proposals.

2. Selection Criteria:

The purpose of the selection criteria is to equitably judge the responses while identifying the most capable and qualified of the potential contractors. Each response will be analyzed in detail, evaluated and scored using the criteria as described in the **Method of Bidding**. Proposals that are incomplete will be rejected.

3. SOU reserves the right to meet with or contact any bidder and obtain information from any source to clarify RFP response. Also SOU reserves the right to conduct an oral interview with any bidder.

**METHOD OF BIDDING:**

In accordance with Oregon Administrative Rule 580-040-0225, SOU will use the Request for Proposal (RFP) process to determine award of this contract. The evaluation criteria to be applied in awarding the contract are as follows:

**MAXIMUM POINTS TO BE AWARDED – 100 POINTS**

- 60% Costs considered per trip(s) as a single trip or in a combination format
- 15% Condition of Vehicles – SOU reserves the right to physically inspect any or all vehicles utilized in the fleet
- 15% References
- 10% Other Contributions to SOU/ Value Added Services

**CONTRACT CONDITIONS:**

1. **Contractor Responsibilities:**

The selected Contractor is responsible for the delivery of services associated with this RFP. SOU shall consider the Contractor to be the sole point of contact with regard to contractual matters.

2. **Contract:**

The award of a contract will be accomplished by the issue of a service contract that incorporates the entire RFP, Contractor's response, clarifications, addenda, and additions. All such material constitutes the contract documents. The Contractor agrees to accept the contract terms unless substantive changes are made without the approval of the Contractor.

3. **The "Standard Contractual Requirements – Solicitation Attachment (Appendix F):**

These terms and conditions apply to this RFP and the resulting contract(s).

## APPENDIX A

### FORMAT FOR RFP CONTRACTOR RESPONSE

**1. Signature Page:**

The required signature page is included as Appendix C.

**2. Bus Schedule with Bids.** This form is included as Appendix B

**3. Certificate of Compliance with the Oregon Tax Laws.** This form is included as Appendix D.

**4. Contractor Responsibilities and Response Form**

**5. Contractor Profile:**

- a. Company Name
- b. Address
- c. Telephone Number
- d. FAX Number
- e. Contact Person for RFP
- f. Number of Employees
- g. Number of Years in Business
- h. Legal Status (e.g., corporation, limited partnership)
- i. State(s) in which your firm is legally organized to do business
- j. Name of Chief Executive Officer
- k. Federal Tax Identification Number
- l. Account Representative (in event of contract)

**6. Contractor's History and Experience**

- a. List experience in providing Athletic Bus service (number of years in business, support staff and indicators of financial stability).
- b. List experience in providing Athletic Bus service in a university setting.
- c. List name and address of nearest corporate office.
- d. List intent of parent company/corporation making the Proposal to assign the right to operate a franchise or licensee including name of operator.

**7. Document Contractor's Name Recognition Nationally, Regionally and Locally** by including brochure materials, news articles, trade publication articles, pictures, etc.

**8. Describe Contractor's Commitment of Resources, Personnel Support.**

- a. Commitment of resources to provide clean, safe and reliable bus service.

## APPENDIX B

### SCHEDULE

Sport	Trip Dates	Leave Date	Destination	Leave Date	Destination	Leave Date	Destination	Return Date	Comments
Volleyball	8/20-8/22	8/20/2014	La Mirada, CA					8/22/2014	
Volleyball	8/28-8/30	8/28/2014	Modesto, CA					8/30/2014	
Football	8/29-8/30	8/29/2014	Atherton, CA					8/30/2014	Leave 8 am for Atherton, CA
Soccer	9/4-9/7	9/4/2014	Salt Lake City, UT					9/7/2014	Leave 9 am
Soccer	9/9-9/14	9/9/2014	La Mirada, CA	9/13/2014	Costa Mesa CA	9/13/2014	Irvine, CA	9/14/2014	Leave at 9 am
Football	9/12-9/13	9/12/2014	La Grande, OR					9/13/2014	Leave 4 am for La Grande
Cross Country	9/18-9/19	9/18/2014	Portland, OR					9/19/2014	
Volleyball	9/18-9/20	9/18/2014	Portland, OR					9/20/2014	
Football	9/26-9/28	9/26/2014	Harve, MT					9/28/2014	Medford Airport Transfers
Volleyball	10/2-10/4	10/2/2014	Kirkland					10/2/2014	
Soccer	10/1-10/4	10/1/2014	Eugene, OR	10/2/2014	Salem, OR	10/4/2014		10/4/2014	Leave 9 am
Cross Country	10/09-10/10	10/9/2014	San Francisco, CA					10/10/2014	
Volleyball	10/10	10/10/2014	Klamath Falls, OR					10/10/2014	Volleyball
Soccer	10/16-10/18	10/16/2014	Portland, OR					10/18/2014	Leave at 3 pm
Cross Country	10/17-10/18	10/17/2014	Portland, OR					10/18/2014	
Volleyball	10/17-10/19	10/17/2014	Eugene, OR					10/19/2014	
Football	10/17-10/19	10/17/2014	Helena, MT					10/19/2014	Medford Airport Transfers
Cross Country	10/24	10/24	Corvallis, OR					10/24	There and back the same day

Football	10/24-10/25	10/24/2014	Caldwell, ID					10/25/2014	Leave 12 am stay in Caldwell Oct. 24
Soccer	10/25	10/25/2014	Klamath Falls, OR					10/25/2014	Leave at 8 am
Volleyball	10/30-11-1	10/30/2014	Boise, ID/ La Grande, OR					11/1/2014	
Football	11/6-11-8	11/6/2014	Butte, MT					11/8/2014	Stay in Missoula on Nov. 6 and in Butte on Nov.7

**APPENDIX C**

**SIGNATURE PAGE**

SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE FOR THIS PROPOSAL MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER; ANY ALTERATIONS OR ERASURES TO THIS PROPOSAL MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned agrees and certifies that (s)he:

1. Has read and understands all bid (proposal) instructions, specifications, and terms and conditions contained herein;
2. Is an authorized representative of the bidder, that the information provided in this proposal is true and accurate, and that providing incorrect or incomplete information may be cause of bid rejection or contract termination;
3. Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein; and
4. Will furnish the designated item(s) and/or service(s) in accordance with the bid contract.
5. Bidder will provide/furnish Federal Tax Identification Number or Social Security Number with Proposal Submission.

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

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

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

Date: \_\_\_\_\_

FEIN ID# or SSN# (required) \_\_\_\_\_

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**UPON COMPLETION OF RFP EVALUATION, SOU WILL ISSUE A CONTRACT DOCUMENT THAT WILL BE SIGNED BY ALL PARTIES.**

**APPENDIX D**

**CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS**

By my signature below I hereby attest or affirm under penalty of perjury, as provided in ORS 305.385(6), that I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that the Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws.

For purposes of this certificate, 'Oregon Tax Laws' means those programs listed in ORS 305.380(4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Employer Payroll Tax, Tri-County Metropolitan Transit District of Oregon "Tri-Met" Employer Payroll Tax, and Tri-Met Self Employment Tax).

Business Designation (check one):

Corporation                       Partnership                       Sole Proprietorship  
 Non-Profit                       Limited Liability Company

Social Security No. or Tax Identification No. \_\_\_\_\_

This Certificate of Compliance with Oregon Tax Laws pertains to SOU RFP Number: **2012-2**

Above information must be provided prior to acceptance of the Contract. If the Contract is executed, this information will be reported to the Internal Revenue Service under the name and taxpayer I.D. number submitted. Information not matching IRS records could subject Contractor to 31 percent backup withholding.

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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



## APPENDIX E

### CONTRACTOR RESPONSIBILITIES AND RESPONSE FORM

#### CONTRACTOR'S RESPONSIBILITIES:

In order to be considered, the Contractor must clearly demonstrate and provide documentation substantiating that they are able to meet the following minimum requirements. SOU reserves, solely, the right to reject any proposal if the evidence or references submitted by such Contractor fails to satisfy SOU that said Contractor is properly qualified in any of these areas. It shall not be the responsibility of SOU to request additional information to satisfy these requirements, if such information is not provided with the submitted proposal.

#### 1. Licensure/Certification

The Contractor shall:

- a. Be in compliance with all applicable local, state and federal laws.

Contractor and/or subcontractor shall be in compliance with all federal and state Department of Transportation regulations regarding charter bus services for intra and interstate travel.

Contractor/subcontractor must hold all Federal and State licenses required for charter bus operations.

All drivers must be properly certified.

Please answer the following questions or provide the required documentation in the order requested. Where possible, space is provided for answers on these pages. For all other questions, please provide the information or documentation separately, also in the order requested below.

- A. Licensure/Certification:** Is your company able to comply with all laws, regulations and licensure requirements referenced in Appendix F, Insurance section?  Yes  No **Attach copies of required licenses and certifications.**

Have any complaints been filed with state or federal agencies or have any lawsuits been brought in which your firm was alleged to have violated any laws?  Yes  No

If so, describe in detail the circumstances and the outcome, including the names and the docket number of the case.

**2. Insurance**

The Contractor shall:

- a. At a minimum, maintain insurance as indicated in Appendix F, Insurance Section.

Proof of current insurance levels meeting these requirements must be submitted with this proposal. The cost of meeting these requirements must be included in your pricing proposal and no additional charges may be assessed in order to reach or maintain such insurance coverage.

- A. Insurance:** Does your company maintain the required limits of insurance as specified above and in Contract Condition #11 of this document?

Yes  No

Will SOU be listed on those policies as “additional insured” as required in the SOU Standard Contractual Requirements – Solicitation Attachment?

Yes  No Attach copies of Certificates of Insurance as specified.

**3. Safety**

Safety is of utmost importance in transporting our student athletes, coaches, faculty members and staff to our athletic competitions. In order to assure safe transportation, the transportation provider must adhere to standard industry safety guidelines.

Buses must be in excellent mechanical condition.

The Contractor shall:

- a. Demonstrate a good safety record for the past three years. Company must provide as much of the following as is available (If not available please explain).
  - 1. Detailed information on equipment age and condition, copies of violations, and inspection reports for the past three years including any discussion of the relevant issues and their responses to the findings or violations. If Company is less than three years old, provide similar information on any previous company owned by the same principal/individuals.
  - 2. Copies of safety records including information on accidents, incidents, or injuries, for the last three years for each company.
  - 3. Evidence of Company Safety Standards compared to Industry Standards, evidence of Quality or Safety Ratings, memberships in general transportation safety organizations.
  - 4. If Company has had any operations and safety audits performed by independent evaluators, provide copies of those reports.

- A. Safety:** Does your company meet the safety standards as specified above?

Yes  No

#### **4. Equipment/Service**

Buses/Motor Coaches must be clean, orderly and in excellent overall condition.

Buses/Motor Coaches must be equipped with the following: clean and properly functioning restroom, properly functioning heating and air conditioning, properly functioning TV's//DVD.

Buses must have adequate storage space for team luggage and equipment and have the capacity to handle the full load of passengers and baggage safely.

Carrier personnel shall supervise and assist with loading and unloading of baggage and equipment and will assure that it is loaded properly and safely.

Buses must be wide body style and have a minimum seating capacity of 47.

It is expected that the newest and highest quality buses in your fleet will be assigned to serve this contract.

Buses must be secure/locked whenever driver and/or passengers are not present.

SOU expects on time service. Athletic department will provide schedule and specific time needs two days in advance of the trip. Buses shall arrive at SOU McNeal Pavilion or alternate loading point at least ½ hour prior to boarding/departure time.

Carrier personnel shall supervise and assist with loading and unloading of baggage and equipment and will assure that it is loaded properly and safely.

At Contractor's expense, drivers must have a cell phone with them throughout the duration of the trip in order to report any emergencies/mechanical difficulties and to allow that they may be reached at any time while at their destination.

Bus drivers are to be at SOU's service for transportation to and from games, practices, meals, etc. while at their destination.

SOU will pay Driver's lodging expense where lodging is necessary.

Driver must be familiar with the destination city. The Athletic Department will provide a list of the specific destination locations (hotel, school, athletic venues, etc) prior to each trip. It is expected that the assigned driver will obtain pertinent information about the destination city and have the necessary directions to drive directly to the specified destination locations.

Contractor must be accessible 24 hours per day, 7 days per week to address emergencies, problems, equipment failure, etc.

Contractor must provide a single point managerial level contact to coordinate all SOU requirements.

**A. Equipment/Service:** Can your company meet all Equipment/Service requirements specified above under “Equipment/Service”?

\_\_\_ Yes \_\_\_ No

If any of these requirements can not be met, please specify, and describe what alternate equipment/service you could provide.

Describe in detail the type of equipment that will be assigned to fulfill these services, including model, age, seating capacity, and equipment on board (TV/VCR), etc.

Model	Age/Year of Equipment	Seating Capacity	Equipment on Board

(Additional information about equipment)

**5. Experience**

Contractor must have extensive experience providing charter services in general and athletic team charters specifically. They must also have experience handling the logistical needs of a large group or sports team and be able to demonstrate that experience through references.

**A. Experience/Contractor Profile:** Provide a brief description of your firm including the name(s) of its owner(s) and/or principal officer(s), the date of origin and/or incorporation and the length of time your company has provided charter bus/travel planning services. Summarize previous charter bus experience, particularly any athletic team charter experience. Specify whether your company provides charter service directly or brokers/contracts with other Contractors to provide the requested service.

**6. Subcontracting**

SOU prefers that the responding Contractor provide all bus equipment and staff/crew directly, without subcontracting any portion of the transportation services. If for any reason you may need to subcontract any portion of this request, please state the reason, specify the company that will be providing the equipment/ crew, and a contact name and phone number for that company. Along with your proposal submit a letter from the provider, on official company letterhead, stating that their buses and crew are available on these dates/times and that you are authorized to bid their equipment for this trip. Please note that payment cannot be made for these services until a fully executed copy of contract between the Contractor submitting the bid and the Contractor providing the equipment is provided.

**7. Substitute Service**

If for any reason the Contractor is unable to provide the requested transportation for a specified trip, the **Contractor** will be responsible for arranging back up service with another provider. The Contractor shall be responsible for payment of the substitute carrier and there shall be no additional cost to SOU.

The Athletic Department must be notified ten (10) days in advance and must approve of the substitute prior to the trip.

**A. Substitute Service:** Outline your procedure for arranging back up/substitute equipment or service in the event that your company is unable to provide the required service at any time.

**8. Billing/Pricing/Payments**

Each trip must be individually invoiced and billed to the SOU Athletic Dept.

If any prepayment is required, Contractor must answer the following questions:

Is your company considering a merger or buyout within the next 12 months?

In the event that your company goes out of business, merges with or is purchased by another company, explain what steps will be taken to still provide the services as proposed, how that service will be provided.

Are there any other prompt pay cash discounts your company would be willing to offer? Explain in detail.

**Pricing/Billing:** *Please complete the attached Invitation to Bid For*, provide pricing for trips your company would like to bid on. Please describe in detail here how your company’s pricing is calculated and what is included in the price quote (cost/mile, driver charges, etc.)

Please specify preferred payment terms.

**9. Cancellation**

SOU will not be responsible for cancellations due to acts beyond the control of SOU, including but not limited to inclement weather or cancellation of the event by the other participating institution.

**A. Cancellation/Additional Charges:** Please describe any cancellation or additional charges that may apply to this contract.

**10. Other Contributions to SOU/Value Added Services:** Describe in detail any other “value added” opportunities that may not be requested herein, that would be available if your firm is the successful Contractor for charter services. (e.g. complimentary trips/ marketing/ advertising)

**11. Contract:** SOU’s Purchase Order(s) will serve as the final contract document. No Contractor documents will be signed by SOU.

**12. Contractor References:**

List two (2) general and two (2) institutional references as examples of bus charter service having been provided by the Contractor within the last two (2) years. SOU reserves the right to check additional sources or make any further investigations deemed necessary.

<i>Customer Name and Address</i>	<i>Customer Contact Person &amp; Phone/Email</i>
#1	
#2	
#3	
#4	

**13. Proprietary Information:**

The sections of this proposal listed below represent trade secrets, proprietary or confidential information. **Note: monetary sections of this proposal cannot be withheld as trade secret, proprietary or confidential information.**

Section/Subsection	Page #	Subject/Topic/Comments

## APPENDIX F

### Standard Contractual Requirements - Solicitation Attachment

**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.

**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.

**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 Institution for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Institution provides for 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 (a) 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 Workers' 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 institution: (4) is not currently employed by the Federal Government and the amount charged does not exceed Contractor's normal charge for the type of service provided if payment is to be charged against Federal funds: (5) must furnish Form 8233 in duplicate with this contract if Contractor is a non-resident alien and claims exemption from Federal withholding tax. (b) the Oregon State Board of Higher Education, acting on behalf of Institution, 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.

**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 successors and assigns.

**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 State of Oregon Corporation 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.

**NON-RESIDENT ALIEN CONTRACTOR.** If the Contractor is a non-resident alien, the required work authorization VISA code must be provided to Institution prior to the performance of any service under the contract. If the Contractor is unable to obtain the required work authorization VISA code, allowing Contractor to work and receive the compensation described in the contract, the contract shall be null and void. If a tax treaty exists between the United States and Contractor's country. and the Contractor wishes to be exempt from Federal tax withholding, the Contractor must file a Federal Internal Revenue Service Form 8233 with the Institution prior to the commencement of the contract.

**RESIDENT ALIEN CONTRACTOR.** If the Contractor is a resident alien, the required evidence of both identity and employment eligibility must be provided to Institution prior to the performance of any service under this contract. If the Contractor is unable to obtain or provide this evidence, the contract shall be null and void. Acceptable documentation to establish identity are driver's license or ID cards issued by federal, state or local government bearing a photograph. Acceptable documentation to establish employment authorization is an unexpired employment authorization document issued by the INS. Acceptable evidence of both identity and employment eligibility are: Alien Registration Receipt Card or Permanent Resident Card (INS Form 1- 55 1); foreign passport with a Temporary 1-551 stamp; unexpired Employment Authorization Document issued by the



INS which contains a photograph (Form 1-776, Form 168S, Form I-688A, or Form 1-6886); or in the case of a non immigrant alien, a foreign passport with an Arrival-Departure Record (Form 1-94) bearing the same name as the passport and containing an endorsement of the alien's non immigrant status, so long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the Form 1-94.

**AVAILABILITY OF FUNDS.** Institution certifies that sufficient funds are available 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 upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this contract.

**TERMINATION DUE TO NON APPROPRIATION OF FUNDS.** If sufficient funds are not provided in future legislatively approved budgets of the Oregon University Systems (OUS) (or from applicable Federal, state, or other sources) to permit the Institution in the exercise of its reasonable administrative discretion to continue this contract, or if OUS or program for which this contract was executed is abolished, the Institution 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, OUS may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

**INDEMNITY.** Contractor shall save, defend, indemnify, and hold harmless the State of Oregon acting by and through the State Board of Higher Education on behalf of Institution and their officers, agents, employees, and members from all claims, suits, and actions of whatsoever nature resulting from or arising out of the activities of Contractor, or its subcontractors or employees acting under this contract.

**DEFENSE AND INDEMNITY.** Contractor shall save, defend, indemnify and hold harmless the State of Oregon acting by and through the State Board of Higher Education on behalf of Institution and their officers, agents, employees and members from all claims, suits, actions of whatsoever nature resulting from or arising out of the activities of Contractor, its subcontractors or employees acting under this contract; however, 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 first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the 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, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

**INSURANCE.** The Contractor shall secure at its own expense and keep in effect during the term of this contract either comprehensive general liability insurance with a broad form CGL endorsement or commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, and auto liability insurance with a minimum limit of \$1,000,000 per occurrence. 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. In addition, Contractor shall provide an endorsement from the insuring company, naming the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Southern Oregon University, their officers and employees, as an additional insured. 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. Before Contractor commences work under this contract, Contractor shall furnish to Institution contract officer certificates of insurance and endorsements as evidence of the insurance coverages required by this contract, including workers' compensation. The certificates shall provide that the insurance company will give a 30-day written notice to the Institution contract officer if the insurance is canceled or materially changed.

**WORKERS' COMPENSATION.** 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 656.126.

**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 any act, omission, or neglect of Contractor, its subcontractors or employees in carrying out the work to be done under this contract.

**TAXES.** Institution will not be responsible for any taxes coming due as a result of this contract, whether federal, state, or local. It is agreed that the Contractor has anticipated these taxes and included them in the response to Institution's solicitation document (ITB or RFP).

**TERMINATIONS.** This contract may be terminated by mutual consent of both parties or by either party upon 30 days notice. This termination must be in writing and delivered by certified mail or in person. Institution may terminate this contract effective upon delivery of written notice to Contractor or at such later date as may be established by Institution under any of the following conditions: (a) If Institution funding from federal, state, or other sources is not obtained and continued at levels sufficient for purchase of the indicated quantity of services; when possible and agreed upon, the contract may be modified to accommodate a reduction in funds. (b) If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this contract. (c) If any license or certificate required by law or regulations to be held by Contractor to provide the services required by this contract is for any reason denied, revoked, or not renewed. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

**DEFAULT.** Institution by written notice of default (including breach of contract) to Contractor may terminate the whole or any part of this contract: (a) If Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof: (b) If Contractor fails to perform any of the other provisions of this contract, or fails to pursue the work so as to endanger performance of this contract in accordance with its term and, after receipt of written notice from Institution, fails to correct such failures within 10 days or such longer period as Institution may authorize.

**COMPLIANCE WITH APPLICABLE LAW.** Contractor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to work to be done under this contract. The Contractor agrees to comply with all federal and state laws prohibiting discrimination on the basis of race, sex, national origin, religion, age, or handicap, and the provisions of the American Disabilities Act, 42 U. S. Code 12100 et seq. Failure or neglect on the part of the Contractor to comply with any or all such laws, ordinances, rules, and regulations shall not relieve the Contractor of these obligations nor of the requirements of this contract.

**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, suit or proceeding (collectively "claim") between the Contractor and Institution which arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then 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 person am jurisdiction of said courts.

**NOTICES AND REPRESENTATIVES.** All notices, certificates, or other communications rendered shall be sufficiently given when delivered or mailed postage prepaid to the representatives of the parties at their designated places of business as follows: To Institution at its Issuing Office, as set forth on Page 1 of the solicitation document, and to Contractor as set forth on the Bid or Proposal Statement.

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

**RECYCLED PRODUCTS.** Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

**ECONOMIC OPPORTUNITIES.** Contractor shall, when applicable, have made good faith efforts to subcontract or establish joint ventures with or obtain materials to be used in performing the contract from minority, women, or emerging small business enterprises.

**SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not assign or transfer its interest nor delegate its obligation in this contract without the express written consent of Institution. Contractor shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from Institution.

**DUAL PAYMENT.** Contractor shall not be compensated for work performed under this Contract from any other Department of the State of Oregon.

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

**TAX COMPLIANCE CERTIFICATION.** Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(1), that to the best of Contractor's knowledge Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue, including the Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan District Self-Employment Tax.

**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 for the performance of this Contract. The Department of Higher Education, Secretary of State of the State of Oregon, 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 three years from the date of contract expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of this Contract and for any commitments or expenditures in excess of amounts authorized by Institution.

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

**OWNERSHIP OF WORK PRODUCT.** All work products or any form of property originated or prepared by Contractor which result from this Contract are the exclusive property of the Institution.

**SEVERABILITY.** The parties agree that 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.

**WAIVER.** The failure of the State to enforce any provision of this contract shall not constitute a waiver by the State of that or any other provision.

**CONSIDERATION.** The consideration paid in this contract represents the total amount of remuneration for all services.

**FORCE MAJEURE.** Neither the Institution 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, OUS, the Institution, 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 obligation under this contract.

**APPROVALS.** No work shall commence under this contract until the contract has been approved and signed by all parties.

Rev. 7/2004