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### REQUEST FOR QUOTE (RFQ) #2014-01

Project Name:	<b>Executive Search Services for Eastern Oregon University (EOU) President and Western Oregon University (WOU) President.</b>
RFQ Due Date/Time:	July 29, 2014 at 5:00 PM PST
OUS Contact:	Cathy Dyck
Phone:	(503) 725-5700
Email:	<a href="mailto:Cathy_Dyck@ous.edu">Cathy_Dyck@ous.edu</a>
Addenda/Modifications posted (as necessary):	<a href="http://secure.ous.edu/bid">http://secure.ous.edu/bid</a>

**PLEASE SUBMIT QUOTES VIA EMAIL DIRECTLY TO THE OUS CONTACT LISTED ABOVE.**

**PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE “RFQ 2014-01” IN THE SUBJECT LINE.**

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## INTRODUCTION

The State of Oregon, acting by and through the State Board of Higher Education, on behalf of the Oregon University System (“Board,” or, alternatively, “OUS”) requests proposals from qualified firms to provide executive search services to fill the positions of President of Western Oregon University and President of Eastern Oregon University (“Quotes”).

The firm selected will be expected to assist Board through all aspects of executive recruitment and work closely with campus and community representatives. Tasks will include: refining the position descriptions and desired qualifications, creating position announcements, drafting criteria for selection, and generating initial pools of candidates through advertisements and nominations and qualified applicants. The firm selected will manage all aspects of confidential websites for each search to be used by the evaluation committees for access to candidate information. After candidates are identified, the firm will coordinate with Board to complete background checks and finalize recommendations pursuant to OUS rules.

The Board seeks a firm which has had experience in successfully recruiting and placing university presidents at smaller universities (approximately 4,000-7,000 student headcount) in rural areas. EOU and WOU both play a key educational, economic, and cultural role, and, as a result, have very close community relationships, and it will be essential for the search firm to consider the unique campus and community cultures when identifying potential presidential candidates.

## IMPORTANT NOTICE

Read this RFQ carefully. By submitting a Quote in response to this RFQ, you acknowledge that you have read, understand and agree to comply with all the provisions of this RFQ. The OUS may modify this RFQ or make relevant information available to potential Quoters. It is the responsibility of potential Quoters to refer daily to the OUS Current Business and Bidding Opportunities website (<https://secure.ous.edu/bid/>) to check for any available addenda, responses to clarifying questions, or solicitation cancellations.

## SECTION I. GENERAL RFQ PROVISIONS

**1. Modification or Withdrawal of Quote:** Any Quote may be modified or withdrawn at any time prior to the closing deadline, provided that a written request is received by the OUS prior to the Closing Date. The withdrawal of a Quote will not prejudice the right of a Quoter to submit a new Quote.

**2. Informal Procurement:** The Oregon University System (OUS) Purchasing Rules, Policies and Guidelines allows the OUS to use an “Informal Procurement Process” for all purchases of supplies, equipment, and trade and professional services where the cost will not exceed \$150,000. The budget for the services included in the RFQ should not exceed \$150,000.

**3. Addenda:** If any part of this RFQ is amended, addenda will be provided on the OUS Current Business and Bidding Opportunities website (<https://secure.ous.edu/bid/>). Quoters are exclusively responsible for checking the OUS Current Business and Bidding Opportunities website to determine whether any addenda have been issued. **By submitting a Quote, each Quoter thereby agrees that it accepts all risks and waives all claims associated with or related to its failure to obtain any addendum or addendum information.**

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

**5. Public Records:** Quotes are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFQ and one copy of each original Quote received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Quote contains any information that is considered a **TRADE SECRET** under the Oregon Revised Statutes (“ORS”) 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING QUOTE AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

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

By submitting a Quote in response to this RFQ, Quoters acknowledge and agree that any information not set apart and labeled as described above is not a trade secret under ORS 192.501(2) and may be subject to disclosure under the Oregon Public Records Law. The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.” ORS 192.500(1). Therefore, non-disclosure of documents or any portion of a document submitted as part of a Quote, including those labeled as Trade Secrets, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**6. Investigation of References:** The OUS reserves the right to investigate all references in addition to supplied references and investigate past performance of any Quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and lawful payment of subcontractors and employees. The OUS may postpone the award or the execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation. Information provided by references may prevail in final selection, regardless of preliminary scoring results.

Despite its right to investigate all Quoter references, the OUS is not obligated to utilize references as part of its evaluation criteria and may decline to investigate or consider references. Any decision made by the OUS in regards to the use of references, including restricting the consideration of references to only Finalists, will not be considered grounds for protest.

**7. RFQ Preparation Costs:** Cost of developing the Quote, attendance at an interview (if requested by the OUS) or any other such costs are entirely the responsibility of the Quoter and will not be reimbursed by the OUS. By submitting a Quote, each Quoter thereby accepts all risks, and waives all claims, associated with or related to the costs it incurs in Quote preparation, submission, and participation in the solicitation process.

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

**9. Right to Reject Quotes:** The OUS reserves the right to reject any or all Quotes if such rejection would be in the public interest. Whether such rejection is in the public interest will be solely determined by the OUS.

**10. Cancellation:** The OUS reserves the right to cancel or postpone this RFQ at any time or to award no contract.

**11. Quote Terms:** All Quotes, including any price quotations, will be valid and firm through the period of contract execution.

**12. Usage:** It is the intention of the OUS to utilize the services of the successful Quoter(s) to provide services as outlined in the below Scope of Work.

**13. Sample Contract:** Submission of a Quote in response to this RFQ indicates Quoter's willingness to enter into a contract containing substantially the same terms listed in Exhibit A – State Board of Higher Education Professional Services Contract, attached hereto. No action or response to the sample contract is required under this RFQ. Any objections to the sample contract terms should be raised in accordance with Paragraph 2 – Protest of Specifications – Request for Changes. **If the selected Quoter will not agree to the OUS standard contract terms or if the OUS determines, in its sole discretion, that the selected Quoter will not agree to acceptable contract terms within a reasonable period of time, the OUS may cancel the selection and award the contract to the next highest ranking Quoter.**

**14. Review for Responsiveness:** Upon receipt of all Quotes, the OUS Director of Contracting and Purchasing or designee will determine the responsiveness of all Quotes before submitting them to the evaluation committee. If a Quote is incomplete or unresponsive in part or in whole, it may be rejected and, if rejected, will not be submitted to the evaluation committee. The OUS reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived when determining if an error is grounds for disqualifying a Quote. The Quoter's contact person identified in the Quote will be notified by the OUS to communicate the reason(s) the Quote is non-responsive. One copy of the Quote will be archived.

**15. Rejections and Withdrawals.** The OUS reserves the right to reject any or all Quotes or to withdraw any item from the award.

**16. RFQ Incorporated into Contract.** This RFQ will become part of the final contract between the Board and the selected Quoter (also referred to herein as the "Contractor"). The Contractor will be bound to perform according to the terms of this RFQ, its Quote, and the terms of Exhibit A.

**17. Communication Blackout Period.** Except as called for in this RFQ, Quoters may not communicate about this RFQ with members of the evaluation committee or any employees of the OUS until the apparent successful Quoter is selected and all protests, if any, have been resolved. The contact person designated by the "General Information" section of this RFQ is exempted from this blackout period. If any Quoter initiates or continues contact in violation of this provision, the OUS may, in its sole discretion, reject that Quoter's Quote and remove it from consideration for award of a contract under this RFQ.

**18. Prohibition on Commissions.** The OUS will contract directly with organizations capable of performing the requirements of this RFQ. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Quote process.

**19. Ownership of Quotes.** All Quotes in response to this RFQ are the sole property of the OUS and subject to the provisions of ORS 192.410-192.505 (the Public Records Act).

**24. Clerical Errors in Awards.** The OUS reserves the right to correct inaccurate awards resulting from its clerical errors.

**25. Rejection of Qualified Quotes.** Quotes may be rejected in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFQ. Any terms contained in Quotes that conflict with or modify the terms of this RFQ and sample contract are expressly rejected unless specifically adopted in writing by the OUS.

**26. Collusion.** By responding, the Quoter states that the Quote is not made in connection with any competing Quoter submitting a separate response to the RFQ, and is, in all aspects, fair and without collusion or fraud.

**27. Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met and a contract has been fully executed.

## SECTION II. RFQ CONTENT AND SPECIFICATIONS

### CONTRACT SCOPE OF WORK

OUS seeks to engage the services of an experienced search firm to assist it in the recruitment of qualified applicants to fill the positions of President of EOU and President of WOU. Working with Chancellor's Office and campus staff, Contractor shall refine the position descriptions and desired qualifications, create position announcements, and draft criteria for selection. In addition, Contractor will generate initial pools of candidates through advertisements and other industry-accepted means. All nominations, applications, and letters of inquiry will be directed to the Contractor for initial screening. The Contractor will narrow the applicant pools to a number of top candidates as requested by the Search Committees (hereafter "Committees"). The Committees will likely include representatives from each institution's faculty, students, classified staff, administration, alumni, and donors. Contractor will manage and maintain all aspects of a confidential website to be used by the Committees for access to candidate information. Contractor will present the credentials of the top candidates to the Committees and will assist the Committees in further narrowing the pools to smaller groups of semifinalists. Contractor will help conduct necessary background and other reference checks on the semifinalists. The Committees will then meet with the semifinalists and the pools will be further narrowed. Contractor will conduct academic and criminal background checks on remaining candidates, as directed by the Committees. Thereafter, it is anticipated that the search will be turned over to the Committees for final interviews and recommendation pursuant to OUS rules, although Contractor participation in these activities may be required. The aforementioned process constitutes the anticipated steps in the recruitment process and Contractor's associated tasks. OUS and the Committees reserve the right to request the performance of other tasks related to the searches, as may be determined during the process.

### TERM

The contract with the successful Quoter is expected to begin on or about August 1, 2014 and extend to June 30, 2015. OUS reserves the right to terminate any contract awarded through this RFQ upon 30 days notice.

### DELIVERY OF QUOTES

Complete Quotes (including all attachments) will be received via email at the email address provided on the first page of this RFQ. Quotes must be electronically received by the Closing Date and Time indicated in this RFQ. **Email subject line must be "Response to RFQ #2014-01."** Quotes delayed or lost by email system filtering or failures may be considered at the OUS's sole discretion. All Quotes shall be in writing and signed in ink by an authorized representative of the vendor submitting the bid. If email is not possible, and pre-approval of alternate method is obtained from the OUS, a hard copy (mail or hand-delivery) may be submitted. It is the responsibility of the Quoter to confirm receipt or delivery of any Quote. No late Quotes will be accepted. Incomplete Quotes that don't minimally include the information requested in this RFQ may be rejected if it is in the best interest of OUS to do so.

### EVALUATION

Quotes will be evaluated for completeness, clarity, and compliance with this RFQ. Quotes considered complete will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFQ. If the Quote is unclear, Quoters may be asked to provide written clarification. OUS reserves the right to conduct follow-up discussions and/or interviews with all, or a select number, of Quoters.

Quotes that include more transparency in regards to pricing and services included in the quote will be considered favorably by the evaluation committee. Per the OUS policies governing the informal solicitation process, Quotes may not exceed \$150,000 (expense and travel reimbursements are not included in this amount).

## **QUOTE CONTENT**

**Please submit your responses in order beginning with question #1 by restating the question and then providing your answer. Be specific with names and numbers. This section contains 6 items and continues on to the next page.**

### **1. Background Information**

Describe your firm's experience in the successful completion of similar searches. Specifically include information on successful presidential searches conducted by your firm in the last five years and note any successful placements of presidents at smaller and/or rural institutions. Please also describe any failed searches for higher education leadership positions during the last five years and the reasons those searches were not successful. Finally, provide the names, experience, and credentials of the individuals who will be assigned to this project and on which of the above searches they specifically worked.

Please include a specific discussion of how your firm will handle conducting two distinct and simultaneous searches for similar institutions within a single system, including details about how each search will be staffed and how you will handle any perceived conflicts that may arise between competing schedules or applicant pools.

### **2. Scope of Work**

Using the Scope of Work as a guide, outline a work plan with target dates for beginning and completion of each included task ("Work Plan"). In the Work Plan, provide details regarding the anticipated selection process, such as placement of advertisements, tasks to be performed by the Committees with estimates of related time commitments for Committee members, and requirements of the Committee support staff. In the event of a failed search, or a departure from the position within the first year of employment, describe your firm's guarantee (and additional fees, if any) to conduct another search.

When drafting the Work Plan, please include the timing considerations associated with any other presidential searches your firm is scheduled to conduct during the anticipated term of the Work Plan. Provide a list of all active searches for university presidents that your firm currently has underway or for which you have been contracted.

Note: The selected search firm will be asked to attend Committee meetings in Oregon.

### **3. Equal Opportunity**

The Board is an equal opportunity employer. Describe the efforts your firm will undertake to ensure that the Committees have a diverse pool of applicants from which to make a selection. Please include data regarding the percentage of gender, racial, and ethnically diverse applicants that were part of the searches you discussed in your response to Item 1 of this Questionnaire.

The Board will favor quotes from firms who have a proven track record with successfully placing nontraditional and underrepresented candidates. Please share any additional information that makes your firm unique in this area. Be cognizant of the campuses and communities for which the Board is seeking Presidential candidates through this RFQ. Information or past practices for institutions or communities that vary greatly from EOU or WOU will be considered less valuable to the Board during the evaluation of quotes.

#### **4. Cost Summary**

Provide a budget for the Work Plan. The budget should include all costs that would be associated with your services in conducting these searches. Travel and expense reimbursement costs should be included in the budget as a distinct line item. Travel expenses will only be reimbursed at the rates established in the Chancellor's Office Contractor Travel Reimbursement Policy (attached as Exhibit D to the sample contract included in this RFQ). Candidate expenses should not exceed the same rates in the Chancellor's Office Contractor Reimbursement Policy unless authorized in advance by an OUS representative.

OUS recommends Proposer's include hourly rates for any tasks that may be requested by the Committees that lay outside the scope of the original Work Plan. Hourly rates should be assigned to any member of the firm who may perform work on the Contract.

Cost will be an important factor in the selection of a search firm, so please be very transparent as to all costs that will be associated with the searches. Also, please consider unique compensation structures or discounts available as a result of conducting two simultaneous searches.

Note: If search fee is based on a percentage of the successful candidate's salary, the previous base OUS salary for both of these positions was approximately \$195,000.

#### **5. References Review**

Provide three references from clients your firm has conducted similar searches for in the past three years, including one client that has newly engaged the firm in the past 36 months and one long-term client. Include the name, address, (email, if available) and phone number of the references.

#### **6. Signed Certification Form**

This form is located on the following page.

**OREGON UNIVERSITY SYSTEM  
CERTIFICATIONS**

Each Quoter must read, complete and submit a copy of the Oregon University System Certification with their Quote. Failure to do so may result in rejection of Quote. By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Quoter and that under penalty of perjury the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS**

As required in ORS 305.385(6) the undersigned hereby certifies that to the best of the undersigned's knowledge, the Entity is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620. If a Contract is executed, this information will be reported to the Internal Revenue Service under the name and taxpayer I.D. number submitted below. Information not matching IRS records could subject Contractor to 31% backup withholding.

**SECTION II. AFFIRMATIVE ACTION**

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to OAR 580-061-0030(3).

**SECTION III. COMPLIANCE WITH SOLICITATION**

The undersigned agrees and certifies that they:

1. Have read, understands and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions contained herein (including any attachments); and
2. Are an authorized representative of the Quoter, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Quote or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the solicitation and the contract; and
4. Will provide/furnish federal employee identification number or social security number with Quote.

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

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

Name (Type or Print): \_\_\_\_\_

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

Telephone Number:(\_\_\_\_)\_\_\_\_\_

Construction Contractors Board (CCB) License Number (if applicable): \_\_\_\_\_

Business Designation (check one):

Corporation  Partnership  Sole Proprietorship  Non-Profit  Limited Liability Company

Minority, Women & Emerging Small Business (MWESB) Certified Firm:  Yes  No

If yes, Minority, Women & Emerging Small Business (MWESB) Certification Number: \_\_\_\_\_

Minority, Women & Emerging Small Business (MWESB) Self-Reported Firm:  Yes  No



## **Exhibit A – State Board of Higher Education Professional Services Contract**

*(The following terms and conditions will govern the agreement entered into by the selected Quoter and OUS. Do not submit a Quote in response to this RFQ if you are unable or unwilling to sign a contract including the following provisions.)*

### **STATE BOARD OF HIGHER EDUCATION STANDARD PERSONAL/PROFESSIONAL SERVICES CONTRACT PROVISIONS**

**1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. The Oregon Department of Higher Education, Oregon Secretary of State, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**2. AVAILABILITY OF FUNDS.** Board certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of this contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the Board's reasonable administrative discretion, to continue to make payments under this Contract.

**3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

**4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), title VI of the civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate Board official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

**5. DISCLOSURE OF SOCIAL SECURITY NUMBER.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. The number is requested pursuant to ORS 305.385 and OAR 150-305-100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

**6. EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**7. GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between Board and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. **CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

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

**9. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from the conduct of work under this Contract, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the State of Oregon, the State Board of Higher Education, their officers, agents, employees, and members from all claims, suits and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract. Contractor shall have control of the defense and settlement thereof, but neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from Board, 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 Board. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending its interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Board reserves all rights to pursue any claims it may have against the Contractor if Board elects to assume its own defense. Provided, however, the provisions of this **Section 9** do not include indemnification by the Contractor of the Board for the Board's activities.

**10. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the Board reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, Board cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of Board for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Board provides its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. If Contractor is providing personal services as an individual, Contractor: (1) Is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment, (2) Will not be eligible for any Federal Social Security, State Worker's Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) Is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of Board; (4) Is not currently employed by the Federal Government and the amount charged does not exceed the normal charge for the type of service provided if payment is to be charged against Federal funds and; (5) Must furnish Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims

exemption from Federal Withholding tax. The Board will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. (Also see Exhibit C.)

**11. INSURANCE.** Contractor shall provide insurance as indicated on Exhibit B, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon, acting by and through the Board and their officers and employees shall be included as an additional insured in said insurance policy. If any of the liability insurance is arranged on a “claims made” basis, “tail” coverage will be required at the completion of this Contract for a duration of 24 months.

**12. LIMITATION OF LIABILITIES.** Except for liability arising under or related to sections 15(A) or 23(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

**13. NOTICES.** Except as otherwise expressly provided in this Contract, notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Contractor or Board at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against the Board, facsimile or email transmission must be confirmed by telephone notice to Board’s supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**14. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of Board. Board and Contractor intend that such Work Product be deemed “work made for hire” of which Board shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire”, Contractor hereby irrevocably assigns to Board all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Board may reasonably request in order to fully vest such rights in Board. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**15. REPRESENTATIONS AND WARRANTIES.** (A) Contractor’s Representations and Warranties. Contractor represents and warrants to Board that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. (B) Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**16. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the Section titled “Effective Date and Duration”, and Sections 1, 7, 9, 12, 14, 15, 16, and 23.

**17. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**18. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from the Board. In addition to any provisions the Board may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 9, 14, and 27 as if the subcontractor were the Contractor. Board's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

**19. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**20. TAX COMPLIANCE CERTIFICATION.** Contractor hereby affirms, under penalty of perjury as provided in ORS 305.385(6), that, to the best of Contractor's knowledge, the Contractor is not in violation of any of the tax laws described in ORS 305.380(4). For purposes of this certification, "tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

**21. TERMINATIONS.** (A) This Contract may be terminated at any time by mutual consent of the parties or by Board at its discretion upon thirty (30) days' notice to the Contractor. (B) In addition, the Board may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the Board, if (i) Federal or state laws, rules, regulations or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or Board is prohibited from paying for such work from the planned funding source; or (ii) Any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. (C) This Contract may also be immediately terminated by Board for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from Board, fails to correct such failure within ten business days.

**22. TERMINATION DUE TO NONAPPROPRIATION OF FUNDS.** If sufficient funds are not provided in future legislatively approved budgets of Board (or from applicable Federal, state, or other sources or by allotment) to permit Board in the exercise of its reasonable administrative discretion to continue this Contract, or if Board or the program for which this Contract was executed is abolished, the Board may terminate this Contract without further liability by giving Contractor not less than thirty (30) days notice. In determining the availability of funds from the Oregon Legislature for this Contract, Board may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

**23. REMEDIES.** (A) In the event of termination pursuant to Sections 21(A) and (B)(i) and 22, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the Board, less previous amounts paid and any claim(s) which the Board has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to Board on demand. (B) In the event of termination pursuant to Sections 21(B)(ii) or (C), Board shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under these subsections, the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 21(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Board expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Board all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon Board's request, Contractor shall surrender to anyone Board designates, all documents, research or objects or other tangible things needed to complete the work.

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

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

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

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

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

**29. RECYCLING.** In the performance of this Contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

**30. CONFLICT OF INTEREST.** The Contractor shall not engage in any activity or accept any employment, interest, or contribution that would, or would reasonably appear to, directly or indirectly conflict in any manner or degree with the performance of its services hereunder without Board's prior written consent. Contractor will request Board's written consent through the methods provided in Section 13 of this Contract. If Board does not respond within 14 days of receipt of a request for written approval sent in accord with this section, Board will have waived their rights to such prior consent solely in regards to the matter for which they received notice but failed to respond.

**31. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES AND ALL NECESSARY STATE APPROVALS HAVING BEEN OBTAINED. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**Certification:** I, under penalties of perjury, do hereby certify that (a) the number shown on this form is my correct taxpayer ID (or I am waiting for the number to be issued to me), and (b) I am not subject to backup withholding because (i) I am exempt from backup withholding or (ii) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding.

I, the undersigned also (a) agree to perform the work required by Exhibit A in accordance with the terms and conditions; (b) certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; (c) certify that I am an independent contractor as defined in ORS 670.600; (d) certify that I am authorized to act on behalf of Contractor; (e) the statements contained in Exhibit C attached hereto are true and correct; and (f) understand that the Board has adopted policies applicable to contractors that prohibit sexual harassment and accept that my company and its employees are required to adhere to the Chancellor's

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

SAMPLE

**EXHIBIT A**  
**PROFESSIONAL SERVICES CONTRACT**  
Contract # [REDACTED]

**SCOPE OF WORK**  
[REDACTED]

**CONSIDERATION**

- a. Payment for all work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$ [REDACTED]. Invoices may be submitted to [REDACTED].
- b. Interim payments shall be made to Contractor following Board's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the Board will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the amendment.
- c. Contractor shall submit monthly invoices for work performed. The invoice **shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed.** The billings shall also include the total amount billed to date by Contractor prior to the current invoice. The OUS will reimburse Contractor through direct deposit to Contractor's account upon completion of the Chancellor's Office Authorization Agreement for Direct Deposit.

**TRAVEL AND OTHER EXPENSES**  
[REDACTED]

**EXHIBIT B  
INSURANCE**

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

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

**Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.**

**2.  Required by Board  Not required by Board.**

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

**3.  Required by Board  Not required by Board.**

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

**4.  Required by Board  Not required by Board.**

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

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

**6. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to Board at the following address: OUS Director of Contracting and Purchasing, P.O. Box 751 Portland OR 97207-0751.



**EXHIBIT C**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

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

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

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

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_



**EXHIBIT D**  
**Chancellor's Office (CO) Contractor Travel Reimbursement Policy**  
**Rates Effective January 1, 2012**

Category	Rate Summary	Policy								
<p><b>Instate Travel:</b></p> <p>Meal per diem \$52</p> <p style="padding-left: 20px;">B = \$13.00</p> <p style="padding-left: 20px;">L = \$13.00</p> <p style="padding-left: 20px;">D = \$26.00</p>	<p>All Oregon Cities</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;">Meals</td> <td style="text-align: right;">\$52.00</td> </tr> <tr> <td style="padding-left: 20px;">Lodging</td> <td style="text-align: right;">\$111.00</td> </tr> </table>	Meals	\$52.00	Lodging	\$111.00	<ul style="list-style-type: none"> <li>• The per diem equals the federal rate using the <i>IRS's High-Low Substantiation Method</i>. All Oregon cities are currently Low Cost Cities.</li> <li>• No receipts are required for lodging, meals and incidental expenses (these are reimbursed on a per diem basis).</li> <li>• If meals are provided at the meeting or event, no meal per diem is allowed.</li> <li>• No meal per diem is allowed on one day trips.</li> <li>• Lodging tax is reimbursed as a miscellaneous expense.</li> </ul>				
Meals	\$52.00									
Lodging	\$111.00									
<p><b>Out-of-State, and Continental US Travel:</b></p> <p><b>High</b> meal per diem \$65</p> <p style="padding-left: 20px;">B = \$16.25</p> <p style="padding-left: 20px;">L = \$16.25</p> <p style="padding-left: 20px;">D = \$32.50</p> <p><b>Low</b> meal per diem \$52</p> <p style="padding-left: 20px;">B = \$13.00</p> <p style="padding-left: 20px;">L = \$13.00</p> <p style="padding-left: 20px;">D = \$26.00</p>	<p><b>High:</b> See list of High Cost Cities</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;">Meals</td> <td style="text-align: right;">\$65.00</td> </tr> <tr> <td style="padding-left: 20px;">Lodging</td> <td style="text-align: right;">\$177.00</td> </tr> </table> <p><b>Low:</b> All other cities, Continental US</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;">Meals</td> <td style="text-align: right;">\$52.00</td> </tr> <tr> <td style="padding-left: 20px;">Lodging</td> <td style="text-align: right;">\$111.00</td> </tr> </table>	Meals	\$65.00	Lodging	\$177.00	Meals	\$52.00	Lodging	\$111.00	<ul style="list-style-type: none"> <li>• The per diem equals the federal rate using the <i>IRS's High-Low Substantiation Method</i> (see <a href="http://www.ous.edu/dept/cont-div/fpm/trav-95-100#.730">http://www.ous.edu/dept/cont-div/fpm/trav-95-100#.730</a> for listing of High Cost Localities).</li> <li>• No receipts are required for lodging, meals and incidental expenses (these are reimbursed on a per diem basis).</li> <li>• If meals are provided at the meeting or event, no meal per diem is allowed.</li> <li>• No meal per diem is allowed on one day trips.</li> <li>• Lodging tax is reimbursed as a miscellaneous expense.</li> </ul>
Meals	\$65.00									
Lodging	\$177.00									
Meals	\$52.00									
Lodging	\$111.00									
<p><b>Foreign &amp; Non-Continental US and Overseas Non-Foreign Areas (Alaska, Hawaii, Guam, etc.)</b></p>	<p>Contractor travel to these locations is minimal and the federal tables are complicated. Call for per diem rates.</p>	<ul style="list-style-type: none"> <li>• <b>Contact Chancellor's Office Business Services at 541-737-3636 for current per diem rates for these locations.</b></li> <li>• <b>If meals are provided at the meeting or event, no meal per diem is allowed.</b></li> <li>• Lodging tax is reimbursed as a miscellaneous expense for Alaska, Hawaii, Puerto Rico, and US possessions. Lodging tax is included in the per diem for foreign travel.</li> <li>• No receipts are required for lodging, meals and incidental expenses.</li> </ul>								
<p><b>Mileage for Private Vehicle:</b></p>	<p>51 cents per mile.</p>	<ul style="list-style-type: none"> <li>• Mileage can be calculated one of 3 ways:             <ul style="list-style-type: none"> <li>○ Mileage Chart in the Excel file (see Excel file)</li> <li>○ Actual mileage (from the odometer)</li> <li>○ Mapping software (e.g., mapquest.com)</li> </ul> </li> <li>• Mileage cannot be claimed in addition to fees for rented vehicles and fuel expenses for a rented vehicle.</li> </ul>								

<b>Pro-ration of meals for partial days involving an overnight stay:</b>	<b>INITIAL Day of Travel – Leave:</b>	<b>Prior to 7:00 am</b>	<b>7:00 am to 12:59 pm</b>	<b>1:00 pm and after</b>
	<b>Meal Allowance</b>	Breakfast, lunch, dinner	Lunch, dinner	Dinner
	<b>FINAL Day of Travel – Return:</b>	<b>Prior to Noon</b>	<b>12:00 noon to 5:59 pm</b>	<b>6:00 pm and after</b>
	<b>Meal Allowance</b>	Breakfast	Breakfast, lunch	Breakfast, lunch, dinner

**Rented Vehicles:** CO will only reimburse vehicle rental rates for compact and economy cars and their equivalent green class. CO will reimburse for liability insurance issued through the vehicle rental company. Other classes of vehicles may be rented for circumstances that are approved in advance by the CO representative for reasons that include space requirements or inclement weather conditions. Receipts are required.

**Airfare:** CO will only reimburse actual economy rate airfare, plus mandatory taxes and fees. Receipts are required.

**Ground Transportation:** Taxicab, train (coach or business class only), and airport shuttle fees will be reimbursed. Receipts are required if over \$75 per item.

**Incidental Expenses:** *Incidental expenses are combined with the meal per diem rate and will not be separately reimbursed.* Incidental expenses include, but are not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and gratuities for services, such as for waiters, taxi drivers, and baggage handlers.

**Miscellaneous Expenses:** The miscellaneous expenses that can be reimbursed include: fuel expenses for a rented vehicle, parking, tolls, lodging taxes, and checked baggage for up to 2 standard-weight bags. Other miscellaneous expenses can be reimbursed only if approved in advance by the CO representative. All miscellaneous expenses must be itemized. Receipts are required if over \$25 per item.

**Hosting Expenses:** If the Statement of work in your contract authorizes reimbursement for hosting expenses, all expenses must be authorized prior to incurring costs. Contact Chancellor’s Office Business Services at 541-737-3636 for allowable expenses.

*Travel reimbursement rates may periodically change. Contractor shall be responsible for ensuring that travel reimbursement requests are in accordance with the rates in effect at the time the expense was incurred. The current travel reimbursement rates may be found at [http://www.ous.edu/cont-div/cobpp/28.05\\_contractortravel.php](http://www.ous.edu/cont-div/cobpp/28.05_contractortravel.php).*

*The Chancellor’s Office prefers that requests for travel reimbursement be made by completing the Contractor’s Travel Reimbursement Request.*