

REQUEST FOR PROPOSALS

RFP #2014-1014

Southern Oregon University Theatre Consultant Services

ISSUE DATE: October 14, 2014

CLOSING DATE: October 30, 2014
CLOSING TIME: 4:00 PM Pacific Time

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**Southern Oregon University
Request for Proposals #2014-1014**

Theatre Consultant Services

Section I - Information Regarding Proposal

INTRODUCTION

Southern Oregon University (SOU) requests proposals from qualified firms to provide Theatre Consulting Services for the Theatre Arts program and facility located on the SOU Campus in Ashland, OR.

BACKGROUND

The Theatre Arts program at SOU currently serves about 300 majors with degree programs in Acting, Costuming, Directing, Dramaturgy, Sound, Stage Lighting and Stage Management. The department is housed in a 37,000 square foot, three story building that was constructed in 1981. The facility contains a 300 seat main theatre, black box theatre, scene shop, costume shop, props spaces, fitting & dressing rooms, offices and all related elements of a working performing arts center.

At the time the existing building was constructed there were about 60 theatre majors at SOU. The program enrollment has grown to approximately 300 majors. A lack of teaching and learning space has severely restricted the programs SOU has been able to offer, and qualified students have been turned away. In 2014 the State legislature authorized an \$11 million (total program budget) to renovate and expand the existing facility.

SOU is requesting proposals from a Theatre Consultant to evaluate the existing facility and equipment, meet with SOU faculty and administration, evaluate existing and planned programs, and make recommendations to guide SOU on how to best leverage these facility improvement funds. The Theatre Consultant's recommendations will help guide the architectural design and engineering phase scheduled to begin this winter.

The services requested in this RFP are Phase 1 of a planned two phase Theatre Consulting process. Phase 2 consultant services may include theatre systems/equipment design and specifications, design coordination with architects and engineers, document review, site inspections and related services. Phase 2 services will be discussed/negotiated upon successful completion of the Phase 1 work scope.

IMPORTANT NOTICE

Read this RFP carefully. By submitting a Proposal in response to this RFP, you acknowledge that you have read, understand and agree to comply with all the provisions of this RFP. SOU may modify this RFP or make relevant information available to potential Proposers. It is the responsibility of potential Proposers to refer daily to the Oregon University System (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.

TERM OF CONTRACT

SOU and the Contractor may enter into a contract to begin work on or about November 7, 2014 (the "Contract"). The term of the Contract will extend until December 31, 2014, with an option for extensions thereafter, subject to SOU's needs and the Contractor's continued successful performance as determined by SOU. SOU reserves the right to terminate the Contract at its discretion upon 30 days' notice to the Contractor.

GENERAL INFORMATION

The SOU Facilities Department will be your sole point of contact during the RFP process. All correspondence pertaining to this RFP should be appropriately addressed:

Jim McNamara, Project Manager

Telephone: (541) 552-6888
Email: <mailto:mcnamaraj@sou.edu>
**Email preferred*

Office Address: SOU Facilities Management & Planning
(required for FedEx, UPS, etc) 351 Walker Avenue
Ashland, OR 97520

GENERAL PROVISIONS

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

1. Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the closing deadline, provided that a written request is received by the SOU Facilities Director prior to the Closing Date. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new proposal.

2. Protests of Specifications: Protests of the RFP specifications may be made only if a term or condition of the RFP violates applicable law. Protests of Specifications must be received in writing prior to the date and time indicated in the Schedule of Events by the SOU Project Manager at the address or email address listed under "General Information" in this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and

any proposed changes to the requirements.

3. Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing prior to the date and time indicated in the Schedule of Events at the SOU Project Manger’s address or email address listed under “General Information” in this RFP. Requests for changes must include the reason for the change and any recommended modifications to the RFP requirements.

The purpose of this requirement is to permit SOU to correct, prior to consideration of the Proposals, RFP terms or technical requirements that may be improvident or which unjustifiably restrict competition.

SOU will consider all requested changes and, if appropriate, amend the RFP. Any changes to the RFP will made by an Addendum as specified in the following section.

4. Addenda: If any part of this RFP is amended, addenda will be provided on the OUS Current Business and Bidding Opportunities website (<https://secure.ous.edu/bid/>). Proposers are exclusively responsible for checking the OUS Current Business and Bidding Opportunities website to determine whether any addenda have been issued. **By submitting a Proposal, each Proposer 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.**

5. Post-Selection Review and Protest of Award: SOU will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right in the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter to request and review documents regarding the selection process and to file a written protest of award. Any protest must comply with OAR 580-061-0145. Any award protest must be received in writing by the SOU Facilities Director, 351 Walker Avenue, Ashland, OR 97520 or email address: <mailto:gilliland@sou.edu>.

SOU will consider any protests received and:

- (A) reject all protests and proceed with final evaluation of, and any contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer;
OR
- (B) sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, SOU may name a new apparent successful Proposer; OR
- (C) reject all Proposals and cancel the procurement.

The SOU Facilities Director or designee will timely respond to any protests after receipt. The decision shall be final.

6. Potential Selection of Finalists. After the initial evaluation of Proposals, SOU, at its sole discretion, may:

(A) issue a Notice of Intent to Award based on the evaluation criteria provided in Section III of this RFP; OR

(B) select one or more Proposer(s) as designated finalists based on the evaluation criteria provided in Section III of this RFP (“Finalists”). Finalists will be interviewed by telephone conference call. Interviews provide an opportunity for the Proposer to clarify or elaborate on the Proposal, but Proposers shall not materially alter the content or terms of the original Proposal. Members of the evaluation committee may award a Finalist up to 50 points (in addition to the 100 points available for award under Section III of this RFP) based on their interview. **Note:** Telephone interviews are at the discretion of the evaluation committee and may not be conducted; therefore, **written Proposals should be complete.**

If Finalists are selected, Proposers not selected as Finalists will be notified by email of the Finalist selections. Proposers not selected as Finalists will be given seven (7) calendar days from the date on the notice of Finalist selection to file a written protest. Any protest must be received in writing by the SOU Facilities Director at <mailto:gilliland@sou.edu>.

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

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

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

By submitting a Proposal in response to this RFP, Proposers 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 Proposal, including those labeled as Trade Secrets, may depend upon official or judicial determinations made pursuant to the Public Records Law.

9. Investigation of References: SOU reserves the right to investigate all references in addition to supplied references and investigate past performance of any Proposer 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. SOU may postpone the award or the execution of the contract after the announcement of the apparent successful proposer 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 Proposer references, SOU is not obligated to utilize references as part of its evaluation criteria and may decline to investigate or consider references. Any decision made by SOU in regards to the use of references, including restricting the consideration of references to only Finalists, will not be considered grounds for protest.

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

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

12. Right to Reject Proposals: SOU reserves the right to reject any or all Proposals if such rejection would be in the public interest. Whether such rejection is in the public interest will be solely determined by SOU.

13. Cancellation: SOU reserves the right to cancel or postpone this RFP at any time or to award no contract.

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

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

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

17. Review for Responsiveness: Upon receipt of all Proposals, the SOU Project Manager or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or unresponsive in part or in whole, it may be rejected and, if rejected, will not be submitted to the evaluation committee. SOU 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 Proposal. The Proposer's contact person identified in the Proposal will be notified by SOU to communicate the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived.

18. Rejections and Withdrawals. SOU reserves the right to reject any or all Proposals or to withdraw any item from the award.

19. RFP Incorporated into Contract. This RFP will become part of the final contract between the Board and the selected Proposer (also referred to herein as the "Contractor"). The Contractor will be bound to perform according to the terms of this RFP, its Proposal, and the terms of Exhibit D.

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

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

22. Ownership of Proposals. All Proposals in response to this RFP are the sole property of SOU and subject to the provisions of ORS 192.410-192.505 (the Public Records Act).

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

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

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

26. Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from the SOU Facilities department, the Theatre Arts department and other interested parties, as appropriate. The committee's recommendations will be forwarded to the SOU Facilities Director for final approval.

27. Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, and a contract has been fully executed.

DELIVERY OF PROPOSALS

Proposals may be submitted via two methods.

Preferred Method: Complete proposals (including all attachments) may be emailed to the SOU Facilities Office <mailto:soubid@sou.edu>. The Proposals must be electronically received by the Closing Date and Time indicated by the Schedule of Events. **Email subject line must be "Response to RFP #2014-1014." It is the Proposers sole responsibility to confirm electronic receipt of the complete emailed document(s) before the time and date deadline.** Proposals delayed or lost by email system filtering or failures may be considered at SOU's sole discretion.

Alternative Method: An original and electronic copy (on compact disk or an alternative electronic storage device) of the complete Proposal may be mailed or hand-delivered to the SOU Facilities Office per the contact information provided below prior to the Closing Date and Time indicated by the Schedule of Events. The envelope/package containing the response must be clearly marked "**Response to RFP #2014-1014.**"

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

It is the responsibility of the Proposer to ensure that Proposals arrive by the Closing Date and Time. **LATE PROPOSALS WILL NOT BE ACCEPTED, except as set out in the Preferred Method of delivery above.** Proposals may be hand delivered, mailed, or e-mailed to:

Mail or Hand Delivery: *(Including UPS, FEDEX)*

Southern Oregon University
Facilities Management & Planning
351 Walker Avenue
Ashland, OR 97520

E-Mail

<mailto:soubid@sou.edu>

Proposals will be opened by the SOU Facilities Director or designee at the SOU Facilities Office located at 351 Walker Avenue, Ashland, Oregon on the Closing Date.

SCHEDULE OF EVENTS

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

RFP Issue Date.....	October 14, 2014
Deadline for Protest of Specifications	October 17, 2014 (4:00 pm)
Optional Facility Tour.....	October 22, 2014 (2:00 pm)
All Clarifying Questions due	October 24, 2014 (1:00 pm)
Addendum Issued (If Required).....	October 27, 2014 (1:00 pm)
Closing Date (Proposals Due).....	October 30, 2014 (4:00 pm)
Finalist Interviews (if required)	November 5, 2014
Contract Award.....	November 6, 2014
Deadline for Protest of Award	7 calendar days after date on Notice of Award letter (or potential notice of non-Finalist status)
Estimated Contract Begin Date.....	November 13, 2014
Estimated Project Completion Date.....	December 31, 2014

SCOPE OF WORK

Required Consultant Tasks

- Meet with Theatre faculty and staff and to discuss existing programs, identify program needs, identify existing deficiencies, and planned program changes and goals for the project.
- Review and analyze existing facility spaces, usage and efficiency
- Review and analyze existing systems and equipment
- Evaluate prior architectural studies and department needs lists for possible inclusion into the program
- Analyze existing space allocations, adjacencies and traffic patterns. Make recommendations for improvements to the existing facility and new space additions.
- Provide a recommended program for the renovation/addition project including conceptual drawings
- Develop a menu of facility improvements including priority recommendations and order-of-magnitude costs. The direct construction budget for this project is capped at \$7.7 million

Deliverables

- A report containing an assessment of the existing facilities.
- A program for renovations and additions to the facility
- Conceptual drawings
- Recommendations for renovations, additions, equipment upgrades including priorities and preliminary costs

The Theatre Consultant's report will be used to guide the architectural design and engineering of the renovation/addition project.

Materials Provided

SOU will provide Contractor with the information, data, reports, and records necessary for carrying out the work contemplated in this Scope of Work. Complete drawings (pdf's) for the existing building are available. Existing building drawings can be viewed at:

<https://drive.google.com/folderview?id=0BzZfYXr15jzOR1k2cE1tSz16X0k&usp=sharing>

Simple AutoCAD floor plans of the building are also available. All material will be provided to the consultant at no charge and SOU will cooperate with Contractor in every reasonable manner to ensure completion of the Services.

5. Budget

A maximum \$7.7 million for direct construction costs is available for this project.

**Section II – Information Required from Proposer
Theatre Consultant Services
RFP #2014-1014**

PROPOSAL FORM AND CONTENT

Proposals that do not contain all the information requested in this and other sections may be rejected as non-responsive.

A. SUBMISSION FORMAT

1. The Proposal should be written on standard size (8½" x 11") paper using generally accessible word processing and document formats.
2. Limit proposal to 10 double-sided pages, including graphics. A cover letter, section dividers, and detailed resumes are not included in this limit.
3. Proposal must be signed by an officer (if a corporation), partner (if a partnership) or other individual authorized to bind Proposer.
4. Proposers should structure responses as outlined in this RFP. Proposals should be prepared so that responses are specifically addressed in the same order as the requested information identified below. Pages should be numbered consecutively.

Proposals that do not contain all the information requested in this and other sections may be rejected as non-responsive.

B. REQUIRED PROPOSAL CONTENT

1. Title Page and/or Cover Letter

The title page and/or cover letter should indicate the following: date; RFP number; the name, address, and telephone number of the Proposer; and a signature of an authorized official with the authority to negotiate and contractually bind the Proposer. The name, title, phone number, and e-mail address of the Proposer's contact person who will receive all notices related to the RFP must also be included. Cover letters may also include an executive summary limited to 500 words.

2. Bidder/Proposer Tax Laws and Non-discrimination Certification (Exhibits A & B)

This document should be signed in blue ink by an authorized company official.

3. Firm Experience and Qualifications

- A. Provide a brief description of your firm including information on current staffing, number of years in business and areas of specialization.
- B. Provide detailed information on recent completed projects that would be relevant to this project. For each project indicate:
 - Dates of construction/renovation design and construction.
 - Type of facility
 - Project size (Building area and construction cost).
 - Type of improvement(s)

- Individuals who worked on project.

4. References and Client List

Provide a list of references (name, title, address, telephone number and email address) of at least three Theatre clients the Proposer has worked with in the past five years. References should demonstrate knowledge of similar theatre construction/renovation projects.

5. Proposed Work Plan

Provide a brief description of your proposed Work Plan for this project. Include a preliminary timeline, the proposed number of site visits to be made by the Consultant's staff, the number of required meetings with SOU personnel, and any other pertinent details that will help SOU understand how the Proposer will complete the study.

6. Proposed Cost Structure

Provide a budget to execute the proposed Work Plan. The budget should include all costs that would be associated with the Proposer's services in conducting this Scope of Work. Provide hourly rates for all personnel that would be assigned to this project. Include rates for any sub-consultants the Proposer would employ.

Provide a not-to-exceed budget for all reimbursable costs.

All costs included in Proposals should be clear and specific to provide easy comparison between Proposals. Proposals with cost structures that do not conform with the requirements of this section may be considered unresponsive.

**Section III - Evaluation Criteria
Theatre Consultant Services
RFP #2014-1014**

Proposals will be evaluated for completeness, clarity, and compliance with this RFP. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the Proposal is unclear, Proposers may be asked to provide written clarification. **Proposals that do not clearly provide the Information required or are incomplete may be rejected.**

Review and Evaluation. Proposals will be reviewed by a committee of qualified personnel selected by SOU. The committee may recommend up to three proposals that most satisfactorily meet the requirements of the RFP and are best expected to satisfy the SOU’s needs. At the discretion of SOU, finalist telephone interviews may be conducted.

Criteria for Selection. Proposals will be evaluated based on the following criteria.

a.	Firm Experience and Qualifications	20
b.	Personnel Assigned to this Project (Years of experience consulting on Theatre or related projects, previous projects, etc.)	20
c.	Work Plan	30
d.	Cost Proposal	20
f.	MWESB Preference given to registered minority, women owned and emerging small businesses (Up to 10 points total, partial points for minor consultants)	10
	Total Available Points	100 points

References

Acceptance of a Proposal may be contingent on a review of the Proposer’s references. Information provided by references submitted by a Proposer, as well as other references identified by SOU, may prevail in final selection, regardless of preliminary scoring results.

Enclosures

- Exhibit A – Tax Laws and Non Discrimination Certification
- Exhibit B – Certification Statement for Independent Contractor
- Exhibit C – Travel Reimbursement Policy
- Exhibit D – SOU Professional Services Agreement

**EXHIBIT A
 BIDDER/PROPOSER
 TAX LAWS AND NON-DISCRIMINATION CERTIFICATION
 Theatre Consultant Services
 RFP #2014-1014**

I, the undersigned, have read all of the terms and conditions of this Request for Proposals, and I understand that if awarded the contract, I and the firm represented herein shall be bound by its terms and conditions and representations made in this response. I certify that Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

Certified Minority, Women, and Emerging Small Business

For statistical purposes only, please indicate if your firm is an Oregon certified minority, women, or emerging small business: **DBE** **MBE** **WBE** **ESB**

Certificate of Compliance with Tax Laws

I, the undersigned,
 (Check one)

- hereby certify under penalty of perjury as provided in ORS 305.385(6), that, I am not in violation of any of the tax laws described in ORS 305.380(4).
- hereby certify that I am authorized to act on behalf of the Contractor, and affirm, under penalty of perjury as provided in ORS 305.385(6), that, to the best of my 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.

Business Designation (check one):

- Corporation Partnership
- Sole Proprietor Governmental/Non-Profit
- Limited Partners Limited Liability Partnership
- Limited Liability Company

Tax Identification Number (Federal TIN): _____

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

EXHIBIT B
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 C
Chancellor's Office (CO) Contractor Travel Reimbursement Policy
Rates Effective January 1, 2013

Category	Rate Summary	Policy
Instate Travel: Meal per diem \$52 B = \$13.00 L = \$13.00 D = \$26.00	All Oregon Cities Meals \$52.00 Lodging \$111.00	<ul style="list-style-type: none"> • 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. • No receipts are required for lodging, meals and incidental expenses (these are reimbursed on a per diem basis). • If meals are provided at the meeting or event, no meal per diem is allowed. • No meal per diem is allowed on one day trips. • Lodging tax is reimbursed as a miscellaneous expense.
Out-of-State, and Continental US Travel: High meal per diem \$65 B = \$16.25 L = \$16.25 D = \$32.50 Low meal per diem \$52 B = \$13.00 L = \$13.00 D = \$26.00	High: See list of High Cost Cities Meals \$65.00 Lodging \$177.00 Low: All other cities, Continental US Meals \$52.00 Lodging \$111.00	<ul style="list-style-type: none"> • The per diem equals the federal rate using the <i>IRS's High-Low Substantiation Method</i> (<i>see http://www.ous.edu/dept/cont-div/fpm/trav-95-100#.730 for listing of High Cost Localities</i>). • No receipts are required for lodging, meals and incidental expenses (these are reimbursed on a per diem basis). • If meals are provided at the meeting or event, no meal per diem is allowed. • No meal per diem is allowed on one day trips. • Lodging tax is reimbursed as a miscellaneous expense.
Foreign & Non-Continental US and Overseas Non-Foreign Areas (Alaska, Hawaii, Guam, etc.)	Contractor travel to these locations is minimal and the federal tables are complicated. Call for per diem rates.	<ul style="list-style-type: none"> • Contact Chancellor's Office Business Services at 541-737-3636 for current per diem rates for these locations. • If meals are provided at the meeting or event, no meal per diem is allowed. • 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. • No receipts are required for lodging, meals and incidental expenses.
Mileage for Private Vehicle:	56.5 cents per mile.	<ul style="list-style-type: none"> • Mileage can be calculated one of 3 ways: <ul style="list-style-type: none"> ○ Mileage Chart in the Excel file (see Excel file) ○ Actual mileage (from the odometer) ○ Mapping software (e.g., mapquest.com) • Mileage cannot be claimed in addition to fees for rented vehicles and fuel expenses for a rented vehicle. • Mileage is not reimbursable unless one way trip exceeds 25 miles from origin to destination.

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

Unallowed Expenses: Expenses for laundry, cleaning and pressing of clothing, and fees and gratuities for services (e.g. waiters, taxi drivers, and baggage handlers) are not reimbursable.

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.

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

EXHIBIT D
BUSINESS SERVICES - PROCUREMENT AND CONTRACTING

1250 Siskiyou Blvd, Ashland, Oregon 97520
T 541-552-6319 | F 541-552-6337

Department of Higher Education

Personal/Professional Services Contract
For Services Over \$25,000

This contract is between the State of Oregon, acting by and through its Department of Higher Education, on behalf of Southern Oregon University, hereafter called INSTITUTION and

_____, hereafter called CONTRACTOR.

Institution's supervising representative for this contract is _____.

1. Effective Date and Duration. This contract shall become effective on the date on which it has been signed by every party hereto and, in some instances may require approval of another State agency. Unless earlier terminated or extended, this contract shall expire on _____. However, such expiration shall not extinguish or prejudice Institution's right to enforce this contract with respect to: (i) any breach of a Contractor warranty; or (ii) any default or defect in Contractor performance that has not been cured.

2. Statement of Work. Contractor will provide the following personal/professional services:

[Empty rectangular box for Statement of Work]

or Contractor's statement of work, including the delivery schedule for the work, contained in Exhibit A, attached hereto and by this reference made a part hereof.

3. Consideration.

- a) Institution agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$ _____ (Or the hourly rate of \$ _____) for accomplishing the work required by this contract. The maximum, not-to-exceed compensation payable to Contractor under this contract is \$ _____, not including any allowable expenses of \$ _____.
b) If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Terms and Conditions. The terms and conditions of this contract are contained on the following page titled "Personal/Professional Services Contract-Standard Contract Provisions."

5. Travel and Other Expenses, Reimbursement of travel and other expenses is allowed only as provided in Exhibit A and only at State of Oregon travel reimbursement rates.

6. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference: the Personal/Professional Services Contract, Exhibits A, B, and C and other requirements set forth in Exhibits ____ and ____.

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing): _____

Address: _____ Fax No. _____

Citizenship, if applicable: Non-resident alien: [] YES [] NO

Business Designation: (Check one):

- [] Corporation [] Partnership [] Limited Partnership [] Limited Liability Partnership [] Sole Proprietorship
[] Governmental/Non-Profit [] Limited Liability Company

MWESB Certification #: _____

- [] DBE [] MBE [] WBE [] ESB

Federal Tax ID#: _____ or SSN#: _____

BUSINESS SERVICES - PROCUREMENT AND CONTRACTING

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Department of Higher Education

Personal/Professional Services Contract
For Services Over \$25,000

EXHIBIT A

Contractor: _____ Contract # _____

STATEMENT OF WORK:

.

DELIVERY SCHEDULE:

.

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 \$ _____, not including any travel and other expense reimbursement.
- b. Interim payments shall be made to Contractor following Board's review and approval of billings submitted by Contractor. Contractor will also submit copies of other billings for work performed under the contract when such bills are to be paid by other parties. These other billings are not subject to the maximum compensation amount set forth above.
- c. Contractor shall not submit billings for, and Institution will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify Institution's supervising representative in writing thirty (30) calendar days before this contract expires of the upcoming expiration of the contract. No payment will be made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.
- d. Contractor shall submit monthly billings for work performed. The billings shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice. Contractor will specifically note in the billing when one-third and two-thirds of the maximum contract amount, including expense reimbursement, has been expended. Billings shall be sent to the supervising representative.

TRAVEL AND OTHER EXPENSES:

Travel and other expenses of the Contractor shall be reimbursed by Institution at State of Oregon rates, and must be submitted separately on a Travel Expense Report form to Business Services.

BUSINESS SERVICES - PROCUREMENT AND CONTRACTING

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Department of Higher Education

Personal/Professional Services Contract For Services Over \$25,000

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 Institution of Contractor with one or more workers, as defined by ORS 656.027.**

Workers' Compensation: Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this contract are subject employers under the Oregon Worker's Compensations 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.

2. **Required by Institution** **Not required by Institution.**

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

\$200,000 \$500,000 \$1,000,000 or \$2,000,000 for each claim, incident or occurrence.

This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

3. **Required by Institution** **Not required by Institution.**

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

\$200,000 \$500,000 \$1,000,000 or \$2,000,000 for each 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, Institution and divisions, officers, and employees are Additional Insured's but only with respect to the Contractor's services to be provided under this contract.

4. **Required by Institution** **Not required by Institution.**

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

Oregon Financial Responsibility Law (ORS 806.060) \$200,000 \$500,000 or \$1,000,000

for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. **Certificates of Insurance.** As evidence of the insurance coverage required by this contract, the Contractor shall furnish an endorsement from the insurance company naming the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Southern Oregon University, its officers and employees as additional insured's with respect to the work of this contract. Endorsement must be mailed to the name/address noted below (in #6). 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 Institution at the following address:

SOU Business Services
Attn: Treasa Sprague
1250 Siskiyou Blvd. Ashland, OR 97520

BUSINESS SERVICES - PROCUREMENT AND CONTRACTING

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Department of Higher Education

Personal/Professional Services Contract For Services Over \$25,000

EXHIBIT C CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR (Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she 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 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: _____

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Department of Higher Education

Personal/Professional Services Contract For Services Over \$25,000

STANDARD CONTRACT PROVISIONS

1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. The Oregon Department of Higher Education, Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall retain and keep accessible such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever is later.

2. AVAILABILITY OF FUNDS. Institution 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, the continuation of the 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 sufficient in amount, in the exercise of Institution'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 also shall comply with the Americans with Disabilities Act of 1990 (Pub LNo. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659.425, 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 Fund from such Contractor incurred in 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 Institution 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 any 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. This 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 Institution and Contractor that arises out of or relates to 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 only 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. RECYCLING. Contractor shall use recyclable paper and products to the maximum extent economically feasible in the performance of the Contract.

9. 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.

10. 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, the Institution, and 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 and provided that Institution shall provide Contractor with prompt written notice of any such claim, suit, action or proceeding and reasonable assistance, at Contractor's expense, in the defense thereof. Contractor shall have control of the defense and settlement thereof, but neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or Institution, nor purport to act as legal representative of the state of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending its interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

11. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the Institution reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed, and (ii) to evaluate the quality of the completed performance, Institution 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 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, 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.

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. (See also Exhibit C.)

BUSINESS SERVICES - PROCUREMENT AND CONTRACTING

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Department of Higher Education

Personal/Professional Services Contract For Services Over \$25,000

STANDARD CONTRACT PROVISIONS

12. 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 State Board of Higher Education, on behalf of Southern Oregon University, and their officers and employees shall be included as additional insureds. 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 the Institution contracts 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 contracts officer if the insurance is canceled or materially changed.

13. LIMITATION OF LIABILITIES. Except for liability arising under or related to sections 16(A) or 24(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.

14. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or Institution 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 communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against the Institution, such facsimile transmission must be confirmed by telephone notice to the Institution's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

15. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the work product) is the exclusive property of Institution. Institution and Contractor intend that such work product be deemed "work made for hire" of which Institution shall be deemed the author. If for any reason the work product is not deemed "work made for hire," Contractor hereby irrevocably assigns to Institution all its right, title, and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Institution may reasonably request in order to fully vest such rights in Institution. 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.

16. REPRESENTATIONS AND WARRANTIES. (a) Contractor's Representations and Warranties. Contractor represents and warrants to Institution that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor, enforceable in accordance with its terms, (3) the work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work, (5) all computer hardware and software delivered under this Contract will, individually and in combination, correctly process, sequence, calculate all date and date related data for all dates prior to, through, and after January 1, 2000, and (6) any software products delivered under this Contract that process date or date related data shall recognize, store, and transmit date data in a format which explicitly and unambiguously specifies the correct century. (b) Contractor's Limitation of Liability. Contractor's liability with respect to items (5) and (6) shall not exceed: (1) twice the total Contract amount (including any amendments) or (2) \$100,000, whichever is greater. (c) Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

17. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Effective Date and Duration, and Sections 1,7,10, 13, 15, 16, 17, and 20.

18. 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.

19. 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 Institution. In addition to any provisions the Institution 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, 10, 15, and 26 as if the subcontractor were the Contractor. Institution's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

20. 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 permitted successors and assigns.

21. TAX COMPLIANCE CERTIFICATION. Contractor hereby affirms, under penalty of perjury, as provided in ORS305.385(6), that to the best of Contractor 's knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

22. TERMINATIONS. (a) This Contract may be terminated at any time by mutual consent of the parties, or by Institution for convenience upon thirty (30) days' notice to the contractor. (b) In addition, the Institution may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the Institution, if (i) Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or Institution 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 Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. (c) This Contract may also be terminated by Institution 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 Institution, fails to correct such failures within ten (10) business days.

23. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS. If sufficient funds are not provided in future legislatively approved budgets of Institution, or from applicable Federal, state, or other sources, to permit Institution in the exercise of its reasonable administrative discretion to continue this Contract, or if Institution 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, Institution may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

BUSINESS SERVICES - PROCUREMENT AND CONTRACTING

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Department of Higher Education

Personal/Professional Services Contract For Services Over \$25,000

STANDARD CONTRACT PROVISIONS

24. REMEDIES. (a) In the event of termination pursuant to Section 22(a) and (b)(i) and 23, 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 Institution, less previous amounts paid and any claim(s) which the Institution has against the Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to Institution upon demand. (b) In the event of termination pursuant to Sections 22(b)(ii) or (c), Institution 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 22(a). (c) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Institution expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Institution all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon Institution's request, Contractor shall surrender to anyone Institution designates, all documents, research or objects or other tangible things needed to complete the work.

25. NO THIRD PARTY BENEFICIARIES. Institution 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.

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

27. YEAR 2000 COMPLIANCE. In the event Contractor learns or has reason to believe that Institution's hardware or software environment fails to use a date format that explicitly specifies century in any date data, Contractor shall promptly advise Institution of such failure.

28. 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, 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.

29. FORCE MAJEURE. Neither 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, Institution'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.

30. WAIVER. The failure of Institution to enforce any provision of this Contract shall not constitute a waiver by Institution of that or any other provision, 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 AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. 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 THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.