

**REQUEST FOR PROPOSALS  
SOUTHERN OREGON UNIVERSITY  
Bid #2015-16  
Student Legal Services**

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**ATTENTION POTENTIAL  
PROPOSERS!!**

**IMPORTANT NOTICE**

**Responsibility of Each Vendor Participating in the Bidding Process**

It will be the responsibility of each participating vendor to refer daily to the OUS Business Opportunities web site to check for any available amendments or addenda, responses to inquiries and/or questions, cancellations, or intents to award, and any and all additional information regarding this opportunity that is posted. It is not Southern Oregon University's responsibility to notify participating vendors by email or by any other means of any of the above. Copies of this document can be obtained on the web site as well. The web link follows.

**Web Link:**

<http://www.ous.edu/about/bid#view>

All proposal questions and inquiries must be sent by email to [spraguet@sou.edu](mailto:spraguet@sou.edu). **The subject line of the email must state the following: Bid #2015-16 (Southern Oregon University Student Legal Services) Questions and Inquiries.** Any questions and inquiries that are not so submitted and identified will not be responded to.

*Southern Oregon University is committed to providing equal opportunity in its recruitment, admissions, educational programs, activities, and employment without discrimination on the basis of age, disability, national origin, race, color, marital status, religion, sex, or sexual orientation.*

**Purpose:**

Southern Oregon University invites proposals for provision of legal services, advice, and assistance to the student population. This proposal seeks to establish an initial contract period of July 1, 2015 through June 30, 2016, with optional renewal for three subsequent one-year periods.

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## **SCHEDULE OF EVENTS:**

Issue RFP and advertisement	May 27, 2015
Deadline for proposer inquiries	June 3, 2015
Contact: Southern Oregon University Churchill Hall, Room 122 Attn: Treasa Sprague 1250 Siskiyou Blvd. Ashland, OR 97520 <a href="mailto:spraguet@sou.edu">spraguet@sou.edu</a> 541-552-6319	
Deadline for SOU to respond to any questions on OUS website	June 9, 2015
Deadline for submitting responses to the RFP	June 10, 2015
All materials must be received in SOU Contract Office by 4 p.m. PDT	
Interviews with selection committee	June 16, 2015
Announcement of apparent successful vendor	June 19, 2015
Contract effective date	July 1, 2015

## **SECTION 1: INSTRUCTIONS TO PROPOSERS**

All Proposals submitted in response to this RFP are subject to the provisions and requirements of the applicable Oregon Revised Statutes (ORS), the applicable Attorney General's Model Public Contract Rules and the Administrative Rules of the Oregon University System.<sup>1</sup>

1. **Right to Reject:** SOU reserves the right to cancel or reject this procurement, RFP, and any or all Proposals received as a result of this RFP upon finding that it is in the public interest to do so.
2. **Preparation Costs:** SOU shall not be liable for any costs incurred by proposers in the preparation of proposals to this RFP, including any meetings and demonstrations that may be required or requested.
3. **Questions or Requests for Clarification/Change:** All requests for changes or clarifications regarding contractual requirements or other issues must be submitted, in writing, and received no later than the date and time listed in the Schedule of Events to the name and address listed above. Proposers must note that SOU is not allowed to consider exceptions to the specifications or terms and conditions after the deadline. If you have an exception or a concern with anything in this RFP, you must raise that issue, in writing, which must be received by the deadline date for Requests for Changes, listed in the Schedule of Events.

SOU reserves the right to reject proposals from respondents that raise any objections to the terms and conditions of this RFP after the deadline date for requests for changes. Proposers' proposed agreements, including proposed supplemental terms and conditions may be considered by SOU in its sole discretion, pursuant to paragraphs 7 and 18 below.

SOU will consider all protests and requested changes and, if reasonable and appropriate, amend this RFP.

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<sup>1</sup> The Oregon University System will be closing on June 30, 2015. Thereafter, the Oregon Administrative Rules of Oregon University System shall remain in effect until lawfully superseded or repealed.

Envelopes or emails or faxes containing requests for change or protest of RFP requirements or contract provisions shall be marked as follows:

- RFP Specification (or Contract Provisions) being questioned;
- Request for Change (or Protest);
- RFP Document Number; and,
- Date Submitted.

Instructions for emailed responses are provided on page one of this document.

4. **Submittal Location:** Requests for RFP specification or contract provision change, protest or clarification must be submitted to the following email address: [spraguet@sou.edu](mailto:spraguet@sou.edu) or by mail or hand delivery to the solicitation officer identified in this document. Any such requests sent to anyone but this person will not be considered. Such requests may be submitted via facsimile or email, or first class mail, provided the method of transmission provides for a return receipt to sender.
5. **Change or Modification Addenda(s):** Any change or clarification to the specifications or the procurement process or to the terms and conditions of the contract will be issued in the form of an Addendum to this RFP and will be made available to all proposers. Only documents issued as addenda by SOU Contract Office will serve to change this RFP in any way. No other direction received by the proposer, written or oral, serves to change this RFP document.

Proposers are not required to return addenda with their RFP proposal. However, proposers are responsible for making themselves aware of and obtaining and incorporating any changes made in any addenda issued into their final proposal. Failure to do so may cause the proposer's proposal to be rejected.

6. **Proposal Preparation and Submission:** Proposals to the RFP shall be of sufficient length and detail to demonstrate that the proposer has a thorough understanding of the services requested and of the SOU environment.

Proposals must include a cover letter, resume, and the name and telephone number of three professional references and must be submitted in a sealed package(s) or envelope(s) marked "Bid #2015-16". It is the sole responsibility of the vendor to ensure that his/her response is received prior to 4:00 p.m., local time, on Monday, June 10, 2015. All materials should be submitted to:

Southern Oregon University  
Churchill Hall, Room 122  
Attn: Treasa Sprague  
1250 Siskiyou Blvd.  
Ashland, OR 97520  
[spraguet@sou.edu](mailto:spraguet@sou.edu)

Proposers shall submit **ONE (1) ORIGINAL** of all proposal pages and **four (4) photocopies** of the same pages which shall be transmitted in a manner so that it is received by the SOU Contract Office by the RFP Proposals Due date and time to the location listed on the page two of this RFP. The original proposal shall be marked "ORIGINAL". Failure to comply may result in rejection of the proposal as non-responsive to the requirements of the RFP.

Proposals shall be prepared in printed form, not handwritten, and shall be signed in ink by the Proposer. The person signing the RFP shall initial alterations or erasures, in ink. The original proposal submitted by a proposer must bear an original signature. Failure to submit a proposal bearing an original signature will result in rejection of the proposal. No oral, telegraphic, telephone, e-mail or facsimile proposals will be accepted. It is also recommended that proposals be printed on 100% recycled paper. Proposals must not include any tabbing or glossy paper, and it is recommended that

graphics be kept to a minimum. Only those graphics essential to the proposal should be included. **SOU, in its sole discretion, may determine that a proposal is non-responsive if the proposal is not submitted in the required identified format.**

To ensure proper identification and handling, all package(s) or envelope(s) must be clearly marked with the RFP Number and the date and time RFP proposals are due.

**“Section 4: Proposal Certification”, must bear an original signature and be submitted in its’ entirety. Failure to comply may result in the rejection of the proposal.**

Proposals must be received and time-stamped by SOU Contract Office prior to the scheduled RFP Proposals due date and time listed in the Schedule of Events of this RFP. **Late Proposals or modifications will be rejected.**

Proposers should note that SOU has an internal campus mail system which is used to distribute all U.S. mail sent to SOU. This internal mail system sometimes experiences delays in distributing mail to campus departments and, upon rare occasion, loses mail intended for campus departments. Thus, proposers using the U.S. mail to submit their proposals do so at their own risk.

Proposers must complete all applicable information and provide all information requested in the RFP. Failure to comply may be grounds for proposal rejection.

7. **Public Records:** This RFP and one copy of each original proposal received in proposal to it, together with copies of all documents pertaining to the Award of a Contract, shall be kept by SOU and shall be open to public inspection.
8. **Information Completeness:** Proposers are cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories, and that SOU is under no obligation to solicit such information if it is not included within the proposal. Failure by the proposer to submit complete information may cause an adverse impact on the evaluation of the proposal, including rejection of the proposal as non-responsive.
9. **Evaluation Criteria:** Any contract(s) resulting from this RFP will be awarded based upon the evaluation criteria and methodology given in this RFP and in accordance with the Oregon University System, SOU, and State of Oregon administrative purchasing rules and laws.
10. **The Evaluation Process:** All proposals received by the due time and date will be reviewed by an evaluation committee. Proposals which are not received by the deadline will not be reviewed by the evaluation committee. This committee will determine the extent to which the proposals conform to the specifications set forth herein and will be evaluated according to criteria identified in this RFP. The following process will be used:
  - a. Proposals will be evaluated for completeness and compliance with the requirements of this RFP. SOU reserves the right to reject those proposals that are incomplete. SOU also reserves the right to waive what are, in SOU's judgment, minor informalities or discrepancies. 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 if it is in the best interest of SOU to do so. SOU reserves the right to reject those proposals that do not meet all requirements.
  - b. The selection of multiple “finalist” proposer(s) will be determined by the evaluation committee independently scoring the proposals and then combining the scores to determine the overall proposal score.
  - c. “Finalist” proposers may be invited to a scheduled interview with the evaluation committee.

- d. The findings of the evaluation team will be summarized and the summary and award recommendation(s) will be forwarded to SOU Contract Office.
- e. SOU Contract Office will review the recommendation and approve or reject the evaluation team's selection.

- 11. **Investigation of References:** SOU reserves the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of suppliers, sub-contractors, and workers. SOU may postpone the award or execution of the contract before or after Notice of Intent to Award to complete its investigation. SOU reserves the right to reject any proposal or to reject all proposals at any time prior to SOU's execution of a contract in the event proposer's reference checks prove unsatisfactory.
- 12. **Consideration of Past Performance:** SOU reserves the right to consider past performance, historical information and fact, whether gained from the proposer's proposal, question and answer conference, references, or any other source in the evaluation process.
- 13. **Reservation of Rights:** SOU has, and reserves, the right to refuse to enter into a contract if SOU, based upon reasonable grounds, determines that the interests of SOU would not be served. Specifically, this right may be exercised if SOU does not believe that a given proposer can perform a contract, or for any reason set forth in Oregon Administrative Rules. SOU, at its option, may give the proposer notice, specifying the grounds for rejection, and allow the proposer 15 calendar days to respond in writing.

Following such response, SOU, in its sole discretion may reject the proposal as provided in the referenced administrative rules.

- 14. **Post-Selection Review & Finalists:** Unless this RFP is canceled, after SOU opens all timely-received Proposals, SOU will evaluate all proposals in accordance with the evaluation criteria set forth in this RFP. SOU may rank the proposals to determine the "finalist" proposers. Finalists will be those highest-ranked responsive, responsible proposers after evaluation of the proposals according to the evaluation and selection criteria in the RFP, and applicable statutes and administrative rules. At its sole discretion, SOU may invite finalist proposer(s) to visit SOU in person for an interview.

SOU reserves the right to select the proposal(s) based on the evaluation criteria and scores identified in the RFP. In the event that finalist proposal(s) do vary significantly, SOU reserves the right to conduct discussions with the finalist proposer(s), to accept best and final offers from those finalist(s), and to negotiate changes.

After receiving the evaluation summary SOU Contract Office will name an apparent successful proposer and announce its Intent to Award to the proposer. Identification of the "apparent successful proposer" is procedural only and creates no right in the named proposer to award of the contract. All competing proposers shall be notified in writing of SOU's Intent to Award and the identity of the apparent successful proposer and shall be given seven (7) calendar days to review the RFP file and evaluation report in the SOU Contract Office. Any questions or concerns about, or protests of, the evaluation process must be in writing and must be delivered to and received by the SOU Contract Office within seven (7) calendar days after the date of the letter of Intent to Award identifying the apparent successful proposer(s). Within a reasonable time following the end of this seven (7) day protest period, SOU will consider all protests received, if any, and:

- a. reject all protests and proceed with final evaluation of the apparent successful proposer(s) and, pending the satisfactory outcome of this final evaluation, enter into a contract with the apparent successful proposer or proposers; OR
- b. sustain a meritorious protest(s) and reject the apparent successful proposer(s) as non-responsive, if such proposer(s) is unable to demonstrate that its proposal(s) complied with all

material requirements of the solicitation and Oregon public procurement law; thereafter, SOU may name a new apparent successful proposer or proposers; OR

c. reject all proposals and cancel the procurement.

**15. Best and Final Offer:** Pursuant to OAR 580-061-0155, SOU reserves the right to select the vendor that, in the collective opinion of the evaluation committee, offers the best overall benefit, convenience, functionality and service at the best-value cost to SOU. SOU reserves the right to conduct discussions with the finalist proposers, to accept best and final offers from those finalists, and to negotiate changes, if it's in SOU's best interest to do so.

**16. Negotiation of Final Contract:** SOU has found that limited negotiation of the proposed contract is sometimes required. Such negotiation may occur at SOU's discretion.

**17. Negotiable Terms and Conditions:** At such time as the disposition of any protests has been completed, SOU reserves the right to negotiate specific terms of the contract including, but not limited to: indemnification, confidentiality, intellectual property ownership and license provisions, and limitation of liability provisions, with the successful proposer(s) prior to contract execution. Proposers should note that any such negotiation shall be minimal, and should be expedited and completed by the anticipated Contract Execution Date listed in the Schedule of Events. Failure of the selected proposer(s) to execute a contract by the Contract Execution Date may result in cancellation of the award. This time period may be extended at the sole discretion of SOU.

**18. Proposer Agreements and Supplemental Terms and Conditions:** Proposers may submit proposed supplemental agreement terms and conditions of any form (contracts or documents) that the proposer desires to be incorporated as part of the contract. By accepting delivery of these items, SOU is not bound to accept them or incorporate them as part of an ensuing contract. While SOU will not consider proposers' supplemental terms and conditions that materially conflict with the provisions of this RFP, at SOU's sole discretion, SOU may choose to consider and negotiate the inclusion of terms and conditions contained in such proposer agreements and contracts or documents reasonably related to this RFP as supplemental to SOU's Standard Terms and Conditions contained in this RFP. If the parties do not agree on the inclusion of the supplemental terms and conditions, SOU may: 1) enter into a contract with the apparent successful proposer without incorporating the terms and conditions submitted by the proposer; or (2) the submission will be considered non-responsive and SOU may enter into a contract with another responsive proposer. Any respondent that desires to have terms and conditions negotiated must submit the terms and conditions that are to be considered for negotiation at the time of submission of the proposal. SOU will not consider any terms and conditions that are not submitted with the proposal.

## **SECTION 2: SCOPE OF WORK**

### **I. SERVICES TO BE OFFERED:**

1. The Legal Services Attorney shall provide advice and action in the form of assisting students in writing letters, phone calls, or mediation to help students resolve legal problems. All cases shall be kept confidential between the student and the Legal Services Attorney. Some problem areas that can be dealt with include the following:
  - A. Accidents – Questions concerning liability and insurance claims
  - B. Consumer Law – Questions and problems arising out of difficulties with goods and services
  - C. Employment – Questions concerning union grievances, unemployment compensation, rights to unpaid wages, and discrimination
  - D. Family Law – Questions dealing with divorce, child support, adoptions, etc.
  - E. Landlord/Tenant – Questions concerning unreturned deposits, buildings in bad repair,

eviction, rent increases, pets and children, and breach of rental contracts

- F. Criminal – Questions concerning traffic tickets and more serious criminal charges
- G. Small Claims Court – Questions and points on how the student can handle his/her own small claims actions
- H. Debtor/Creditor – Questions concerning the rights and responsibilities of the student for loans, credit cards, and other forms of debt

2. The Legal Services Attorney shall explain to the student criminal and civil court procedures, where they take place, what to expect during hearings, and suggestions on how to prepare.
3. The Legal Services Attorney shall also provide generalized legal information to large groups of students via lectures, handbooks, pamphlets, and self-help information.
4. The Legal Services Attorney shall be available as a resource for students interested in careers in the field of law.
5. The Legal Services Attorney, even though s/he may not be able to provide advice to students according to the Section II limitations, shall refer students to competent attorneys who shall represent them at a reasonable fee.
6. The Legal Services Attorney may assist students in writing letters, make telephone calls, or use other forms of negotiation as a means of helping a student resolve a dispute.

## II. LIMITATIONS:

1. No advice shall be given over the telephone to any client who has not had his case first personally reviewed by the attorney in the office, except in exigent circumstances or if the client is enrolled only in online classes. Even so, the attorney shall adhere to and abide by the ethical rules of the legal profession and refrain from any activities that may constitute the unlicensed practice of law in another jurisdiction. This may include a duty to refrain from providing legal advice to an online student residing in another jurisdiction.
2. No advice shall be given in claims, matters, or controversies involving a student vs. student (unless the case is unrelated to that person's status as a student of the university), student vs. faculty/staff, or student vs. SOU or OUS administration, or a student vs. any agency of the State of Oregon.
3. No cases where representation is already provided for by an insurance policy or other funds shall be accepted.
4. There shall be no representation in any judicial proceedings.
5. No advice shall be given involving primarily a political issue rather than a legal question.
6. Any question with which the attorney might have a conflict of interest, or that would otherwise be unethical to provide advice, shall not be accepted. If the Attorney identifies a conflict of interest, relief shall be provided through another attorney.
7. No legal advice shall be provided to ASSOU.

## III. CLARIFICATIONS.

Any clarifications or interpretations of these guidelines as to legal content, legal limitations, and legal sufficiency shall be made by the Southern Oregon University Office of General Counsel.

Any clarifications or interpretations of these guidelines as to services to be offered in the Contractor's scope of duties shall be made by the Southern Oregon University General Counsel in consultation with the

Associated Students President or Vice President.

1.0 Contractor Responsibilities.

CONTRACTOR agrees to perform the legal services as described in Appendix A, which is incorporated by reference and made a part of this agreement.

1.1 CONTRACTOR agrees that legal services under this agreement are limited to discussion of rights and obligations and to giving advice as to appropriate action, which should be taken by a client to resolve legal problems. CONTRACTOR shall not represent the client in court proceedings or prepare for litigation, or represent a client in an administrative hearing before a federal or state agency; rather, it is intended that the client will be advised if litigation is appropriate and will be provided the names of attorneys whom the client may want to consult. CONTRACTOR agrees not to refer students to CONTRACTOR's private practice or to any firm in which CONTRACTOR is a partner or associate.

1.2 CONTRACTOR agrees to be available for consultation during periods corresponding to the SOU academic calendar, for the number of hours outlined in this agreement, that is, CONTRACTOR will be available for consultation during agreed upon days when University is in session.

1.3 CONTRACTOR shall not engage in discrimination in the treatment of any person in any activity performed under this agreement. "Discrimination" means any act that unreasonably differentiates treatment, intended or unintended, based on age, sex, disability, national origin, race, marital status, religion, or sexual orientation.

2.0 University Responsibilities.

SOU agrees to pay CONTRACTOR from student Incidental Fee funds for legal services as follows.

2.1 SOU agrees to disburse to CONTRACTOR student Incidental Fee funds at a rate of \$128.91 per hour for **three (3) hours per week for up to eight (8) weeks during Summer 2015 and seven and one-half hours (7.5) per week for 33 weeks during regular academic terms (Fall 2015, Winter 2016, Spring 2016)**. Any additional duties mutually agreed to in writing by the parties shall be compensated at the same rate. Payment shall be processed upon receipt of monthly billing issued by CONTRACTOR. CONTRACTOR also agrees that such payment shall be the only compensation for services provided under this agreement. CONTRACTOR agrees not to charge or receive any additional fees from students to supplement the payment under this agreement. The total compensation to be paid to CONTRACTOR during the initial term of this agreement shall not exceed \$35,000.00.

2.2 SOU agrees to provide CONTRACTOR with office space in Stevenson Union that will be allocated by the Director of Student Life.

2.3 SOU agrees to provide CONTRACTOR with an annual budget of \$825.00 for services and supplies to be used at the sole discretion of CONTRACTOR to support and enhance the student legal services program.

3.0 Independent Contractor Status.

3.1 The CONTRACTOR is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to payments hereunder.

3.2 CONTRACTOR will not be eligible for any federal Social Security, state workers' compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment, except as a self-employed individual.

3.3 CONTRACTOR is not currently employed by the Oregon State Board of Higher Education, or any other agency or department of the State of Oregon, and will not be under the direction and control of SOU.



- 3.4 CONTRACTOR shall not enter into any subcontracts for any of the work to be performed under this agreement, without prior written consent of SOU.
- 3.5 CONTRACTOR is subject to the code of Professional Responsibility of the Oregon State Bar, including but not limited to the Oregon Rules of Professional Conduct 7.2(c).
- 4.0 Term of Agreement.
- 4.1 The term of this agreement shall begin on July 1, 2015 and shall terminate June 30, 2016.
- 4.2 The agreement may be renewed thereafter by mutual written agreement of the parties for three additional one-year terms, as long as budgeted funds remain available for payment of the CONTRACTOR. Such extension must be signed by all parties to this agreement.
- 5.0 Termination.
- 5.1 The agreement may be terminated by mutual consent of the parties, or by either party upon 30 days notice, in writing, and delivered by certified mail or in person.
- 5.2 SOU, by written notice of defaults (including breach of contract) to CONTRACTOR, may terminate this agreement:
- 5.2.1 If CONTRACTOR fails to provide services called for by this agreement in compliance with its terms and conditions, and within the times specified herein or any extension thereof; or
- 5.2.2 If CONTRACTOR fails to perform any other provisions of the agreement, or fails to pursue the work so as to endanger performance of this agreement in accordance with its terms and, after receipt of written notice from SOU, fails to correct such failures within 10 days or longer period as SOU may authorize.
- 6.0 Indemnity and Insurance.
- 6.1 CONTRACTOR shall save, defend, indemnify and hold harmless Southern Oregon University and their officers, employees, and members from all claims, suits, and actions of whatsoever nature resulting from or arising out of the activities of the CONTRACTOR, her employees, or agents acting under this agreement.
- 6.2 CONTRACTOR shall secure at his/her own expense and keep in effect during the term of this agreement Professional Malpractice Insurance with minimum limits of \$1,000,000 per year, as provided through the Oregon State Bar Professional Liability Fund and/or supplemental insurance. CONTRACTOR certifies that tail coverage will be provided if such insurance is canceled, not renewed or not replaced in like form to cover claims up to 12 months following completion of work under this agreement or expiration date of this agreement.
- 7.0 Access to Records.
- 7.1 CONTRACTOR shall maintain time records, 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 in the performance of this agreement. The Southern Oregon University, the 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 this Agreement, except as set out in Section 14.0, for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by CONTRACTOR for three years from the date of agreement expiration unless a shorter period is authorized in writing. CONTRACTOR is responsible for any discrepancies involving deviation from the terms of this Agreement and for any commitment of expenditures in excess of amounts authorized by SOU.
- 8.0 Tax Compliance Certification.
- CONTRACTOR certifies under penalty of perjury that Contractor is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon Tax Laws" are those laws listed in ORS 305.380(4).

9.0 Conflict of Interest.

CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner with performance of services herein. CONTRACTOR further covenants that in the performance of this agreement, no person having such interest shall be employed by CONTRACTOR.

10.0 Contract Administration.

This agreement shall be administered by SOU. CONTRACTOR and SOU shall meet periodically for the purposes of (a) evaluation of the legal services program, (b) review of time records kept by the CONTRACTOR, and (c) review of other responsibilities specified in this agreement.

11.0 Compliance with Applicable Law.

CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be performed under this agreement.

12.0 Governing Law.

This agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, suit, or proceeding (collectively "claim") between the CONTRACTOR and SOU which arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, by execution of this contract, hereby consents to the in person am jurisdiction of said courts.

13.0 Workers' Compensation.

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

14.0 Ownership of Work Product.

All work products or any form of property originated or prepared by CONTRACTOR which result from this Agreement are the exclusive property of SOU except those written materials protected by attorney-client privilege or ethical rules pertaining to confidences and secrets of clients including but not limited to all client files.

**SECTION 3: EVALUATION CRITERIA**

Proposals submitted in response to this RFP will be evaluated in accordance with the following criteria. Responses should be of sufficient length and detail to demonstrate that the proposer has a thorough understanding of the SOU environment and why the proposer feels it best meets SOU needs. The selection team shall be comprised of two administrators and two students who will analyze, evaluate, evaluate, and score each written and interview response using the criteria listed below.

**Mandatory requirements:** The vendor must possess these attributes before a proposal will be accepted.

- Experience working with students (20 points)
- Experience working on legal matters such as accidents, consumer law, employment issues, family law, landlord and tenant issues, criminal offenses, small claims and debtor/creditor concerns (20 points)
- Ability to communicate effectively and work cooperatively (20 points)
- Ability to work one same weekday each week (10 points)
- Years of experience working in the legal profession and admission to the Oregon State Bar (or the

- ability to obtain timely admission into the Oregon State Bar) (10 points)
- Ability to work independently and with minimal clerical assistance (10 points)
- Ability to work within services and supplies account constraints (10 points)

After award of points under this selection, references will be checked. Vendor references may be used to confirm vendor qualifications and abilities, to reject a bid and/or reduce points awarded.

The successful bidder will be required to sign a copy of the enclosed Student Legal Services Agreement and provide a Certificate of Insurance prior to work commencing.

**SECTION 4: PROPOSER CERTIFICATION**

**EACH PROPOSER MUST READ AND COMPLY WITH THE FOLLOWING SECTIONS. FAILURE TO DO SO MAY RESULT IN PROPOSAL REJECTION.**

**SUBSECTION I: CERTIFICATION OF COMPLIANCE WITH TAX LAWS**

As required by ORS 305.385(6), I, the undersigned duly authorized representative of the proposer, hereby certify under penalty of perjury that the proposer is not, to the best of my knowledge, in violation of any of the tax laws described in ORS 305.380(4).

**SUBSECTION II: FINANCIAL RESPONSIBILITY**

SOU reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the apparent successful proposer’s financial responsibility to perform the contract. Submission of a signed proposal shall constitute approval for SOU to obtain any credit report information SOU deems necessary to conduct the evaluation. SOU shall notify the apparent successful proposer(s), in writing, of any other documentation required, which may include, but need not be limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information, etc. Failure to promptly provide this information may result in proposal rejection.

SOU may postpone the award or execution of the contract after announcement of the apparent successful Proposer(s) in order to complete its investigation and evaluation. Failure of an apparent successful proposer to demonstrate financial responsibility shall render the proposer non-responsible and shall constitute grounds for proposal rejection.

The undersigned agrees and certifies that he/she:

1. Has read and understands all bid (proposal) instructions, specifications, and terms and conditions contained herein (including any attachments listed in this document);
2. Is an authorized representative of the proposer, that the information provided in this proposal is true and accurate, and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination;
3. Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein;
4. Will furnish the designated item (s) and/or service(s) in accordance with the RFP, proposal and the agreement; and
5. Proposer will provide/furnish federal tax ID, federal employee identification number or social security number with proposal submission.

**SUBSECTION III: SIGNATURE BLOCK** Signature of Proposer’s duly authorized representative for (Contractor)

\_\_\_\_\_

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

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

Tax ID / Federal Employer Identification Number (FEIN): \_\_\_\_\_

An authorized representative of the Proposer must sign this Proposal as well as initial any alterations or erasures in ink.

**SECTION 5: SOU STANDARD TERMS AND CONDITIONS**

## Standard Terms and Conditions/State of Oregon/Southern Oregon University

### Contract for Purchase of Goods

**1. DEFINITIONS:** Contract means the entire written agreement between the parties, including but not limited to this purchase order and any subsequent change notices; Contractor means a person or organization with whom the State of Oregon has contracted for the purchase of goods. The terms Contractor and Seller as used in the uniform Commercial Code (ORS Chapter 72) are synonymous; ORS means the Oregon Revised Statutes; State means the State agency making the purchase.

**2. AMENDMENTS:** The terms of the Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the State.

**3. WAIVER:** Failure of the State to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the State of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

**4. ASSIGNMENT/SUBCONTRACT:** Contractor shall not assign, sell, transfer, subcontract, or sublet rights or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the State. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

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

**6. COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:** Contractor shall comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to the goods to be purchased under this Contract. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for Contract cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.

**7. NONDISCRIMINATION:** Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

**8. SEVERABILITY:** If any provision of this Contract is declared by a court 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 terms or provisions held to be invalid.

**9. ATTORNEY FEES:** In the event a lawsuit of any kind is instituted on behalf of the State to collect any payment due or to obtain performance of any kind under this Contract, Contractor shall pay such additional sums as the court may adjudge as reasonable attorney fees plus all costs and disbursements at trial and on any appeal.

**10. HOLD HARMLESS:** Contractor shall indemnify and hold harmless the State and its officers, divisions, agents, employees, and members from all claims, suits, or actions of any nature arising out of the activities of Contractor, its officers, subcontractors, agents, or employees under this Contract. Contractor shall have control of the defense and settlement of any claim; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interest, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

**11. WARRANTIES:** Unless otherwise stated, all equipment shall be new and current models and shall carry full factory warranties. Contractor warrants all goods delivered to be free from defects in labor, material, and manufacture and to be in compliance with bid specifications. All implied or express warranty provisions of the Uniform Commercial Code (ORS, Chapter 72) are incorporated in this Contract. All warranties shall run to the State.

**12. SAFETY AND HEALTH REQUIREMENTS:** Equipment and services supplied shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements including those of the State Workers' Compensation Department.

**13. DELIVERY:** All deliveries shall be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud, and Contractor's warranty obligations.

**14. INSPECTIONS:** Goods furnished under this Contract shall be subject to inspection and test by the State at times and places determined by the State. If the State finds goods furnished to be incomplete or not in compliance with bid specifications, the State may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such

goods within a time deemed reasonable by the State, the State may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the State's rights as buyer, including the rights and remedies associated with revocation of acceptance under ORS 72.6080.

**15. CASH DISCOUNT:** If the State is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

**16. PAYMENT:** Payment for completion of State of Oregon contracts is normally made within 30 days following the date the entire order is delivered and accepted or the date the invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to a maximum rate of two-thirds of one percent per month on the outstanding balance (ORS 293.462).

**17. ACCESS TO RECORDS:** The State of Oregon and its agencies, the federal government, and their duly authorized representatives shall have access to books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts.

**18. TERMINATION:** This Contract may be terminated by mutual consent of both parties or by the State at its discretion. The State may cancel an order for goods at any time with written notice to Contractor stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under this Contract as directed by the State. If this Contract is so terminated, Contractor shall be paid in accordance with the terms of the Contract for goods delivered and accepted which cannot be mitigated by resale as provided in the Uniform Commercial Code (ORS 72.7060).

**19. FORCE MAJEURE:** Neither party to this Contract shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State may terminate this Contract upon written notice after determining such delay or default will reasonably prevent successful performance of the Contract.

**20. BREACH OF CONTRACT:** Should Contractor breach any of the provisions of this Contract, the State reserves the right to cancel this Contract upon written notice to Contractor. Contractor shall be liable for any and all damages incidental and consequential suffered by the State as a result of Contractor's breach of contract. The State shall have any and all remedies provided under the Uniform Commercial Code (ORS, Chapter 72) in the event of a breach of contract by Contractor.

**21. AWARD TO FOREIGN CONTRACTOR:** If the amount of this contract exceeds \$10,000 and if 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 all information required by that Department relative to this Contract. The State shall withhold final payment under this Contract until Contractor has met this requirement.

**22. REMEDIES:** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon as interpreted by the Oregon Courts, and any litigation arising out of this Contract shall be conducted in the courts of the State of Oregon; provided however, if litigation must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any litigation or from the jurisdiction of any court.

**23. FEDERAL TAX IDENTIFICATION NUMBER:** All Contractors must furnish upon request a federal tax identification number to Southern Oregon University. Failure to provide this information could result in invoice payments being withheld.

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

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

EFFECTIVE 2/20/08