



**REQUEST FOR PROPOSAL
No. TB154520**

ASOSU Student Legal Services

PROPOSAL DUE DATE AND TIME:

April 10, 2012 (2:00 PM, PST)

OSU Procurement and Contract Services Offices are open from 8:00 am – 12:00 noon and 1:00 pm – 5:00 pm.
Offices are closed during the 12:00 noon – 1:00 pm lunch hour.

SUBMITTAL LOCATION:

Oregon State University
Procurement and Contract Services
644 SW 13th Avenue
Corvallis, Oregon 97333

1.0 GENERAL

1.01 SCHEDULE OF EVENTS:

- Request for Proposal Issue Date March 13, 2012
- Deadline for Request for Clarification or Change March 27, 2012 (5:00 pm, PST)
- Proposal Due Date and Time April 10, 2012 (2:00 pm, PST)

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

1.02 PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Conference will not be held.

1.03 ISSUING OFFICE:

The Procurement and Contract Services (PaCS) department of Oregon State University (OSU) is the issuing office and is the sole point of contact for this Request for Proposal. Address all concerns or questions regarding this Request for Proposal to the Administrative Contact identified below:

1.04 ADMINISTRATIVE CONTACT:

Name: Tamara J. Bronson, CPPO
Title: Procurement Supervisor
Telephone: (541) 737-8044
Fax: (541) 737-2170
E-Mail: tamara.bronson@oregonstate.edu

1.05 DEFINITIONS:

As used in this Request for Proposal, the terms set forth below are defined as follows:

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
- b. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- c. "Proposal" means an offer, binding on the Proposer and submitted in response to a Request for Proposal.
- d. "Proposer" means an entity that submits a Proposal in response to a Request for Proposal.
- e. "Proposal Due Date and Time" means the date and time specified in the Request for Proposal as the deadline for submitting Proposals.
- f. "Request for Proposal" (RFP) means a Solicitation Document to obtain Written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract when price will not necessarily be the predominant award criteria.
- g. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OAR 580-061-0130.
- h. "Responsive" means a Proposal that has substantially complied in all material respects with the criteria outlined in the Request for Proposal.
- i. "Written or Writing" means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION

Associate Students of Oregon State University (ASOSU) and Oregon State University (OSU) Procurement and Contract Services (PaCS) are seeking Responsive Responsible Proposers to submit Proposals for the provision of legal services to OSU students.

Currently, the ASOSU Office of Legal Advising contracts with a full-time attorney serving as the director and a half-time attorney. OSU provides student employees serving in the capacity of support staff, a facility with two private offices and reception area, an operating budget and equipment to support the office operations.

Due to surging enrollments at OSU and increased capacity for additional legal services, educational outreach programs and coordination, ASOSU and OSU have identified the need for a different contract structure. As a result, this Request for Proposal (RFP) seeks to establish a contract with a single contractor to fully operate the new "ASOSU Student Legal Services" program. The contractor will be responsible for providing a director, staff attorney, support staff, equipment, and other supplies necessary to fully operate on the OSU Campus as specified in the attached contract located in Exhibit A. OSU will provide the facility at no charge and pay the contractor a flat monthly fee for this service. ASOSU and OSU will not provide OSU student employees, budgets, or equipment to support the office operations. Contractor must include those expenses in the flat monthly fee.

2.02 INFORMATION AND BACKGROUND:

The following information about OSU and the historical operations of the ASOSU Office of Legal Advising is provided as reference material so that Proposers have a better understanding in order to submit Proposals.

The ASOSU Office of Legal Advising has offered free legal services, funded through student prescribed incidental fees, to currently registered OSU students since the late 1960's. The services offered by the ASOSU Office of Legal Advising include consultation on legal issues including landlord/tenant disputes, personal injury, credit issues, consumer problems, traffic infractions, criminal charges, wills, power of attorney, expungements, dissolutions of marriage and contracts.

ASOSU Office of Legal Advising Office Hours and Appointments:

During a regular term (Fall, Winter, and Spring), the full-time attorney has approximately 360 appointment slots available for clients. There are fewer appointment slots during the summer and none during the breaks between terms. Not all of these slots are filled as clients may not show up, or might cancel their appointments. The full-time attorney typically sets aside 30 minutes for landlord/tenant and traffic ticket cases, and 45 minutes for all the other types of cases such as personal injury and creditor/debtor. At each appointment, the full-time attorney may see multiple clients who are experiencing a similar issue, such as roommates, or handle multiple cases for an individual client.

In Fall Term 2011, the full-time attorney scheduled a total of 461 cases. Of these cases, 339 or 73.6% were concerning returning problems, while 122 or 26.4% were new cases. The average time it takes for new clients to be seen after an appointment request is made is 5.4 business days.

The part-time attorney has approximately 16 hours a week for appointment slots during a regular school term. Hours are fewer during Summer Term as the demand is smaller. No client appointments are available during the breaks.

In a typical term the part-time attorney assists approximately 223 cases. Of these cases, 105 or 47% were concerning returning problems, while 118 or 53% were new cases.

Research and Preparation:

During a typical week, the full-time attorney spends around 20 to 25 hours with clients, 5 to 10 hours

researching the law, drafting letters and documents, returning phone calls regarding clients, and approximately 5 to 10 hours working as the director of the program in terms of managing the staff, attending meetings, presenting programs, writing articles, maintaining the annual budget, and meeting with members of the community such as the City of Corvallis Rental Housing Specialist.

The part-time attorney spends an additional 2-6 hours a week in a regular term researching the law, writing, preparing wills, name changes and expungements, speaking to groups, writing barometer articles, returning phone calls, meeting with members of the community such as Judges, district attorneys, Student Conduct office and the Drug and Alcohol Awareness office. Of the two positions, the part-time attorney is more responsible for networking with the community and publicizing the office.

Clients seen per year by Legal Issue:

Regarding the types of cases handled, the full-time attorney saw the following types of cases and number of clients for the calendar years of 2010 and 2011.

Legal Issue	2010	2011
Landlord/Tenant	159	222
Credit/Debtor	76	82
Personal Injury	24	22
Criminal	151	229
Traffic	39	48
Dissolution	2	14
Will	20	19
Name Change	10	6
Expungement	18	18
Discrimination	2	4
Adoption	0	2
Child Custody	3	1
Child Support	2	5
Contracts	9	3
Domestic Relations	7	6
Employment	5	3
Guardianship	1	0
Harassment	6	8
Miscellaneous	15	19
Total:	549	711

Referrals:

When the ASOSU Office of Legal Advising is unable to assist students due to restrictions in the Contract, they provide referrals to other attorneys. Historically, the ASOSU Office of Legal Advising has provided two referral sheets. One referral sheet is specifically for immigration law, the other referral sheet is for legal issues not handled by the ASOSU Office of Legal Advising. To compile the referral sheets the attorneys send a letter to attorneys practicing in Corvallis for general legal issues, and Statewide for immigration law issues, requesting their interest in consulting with OSU students. If an attorney indicates interest, then they are included on the referral sheet.

The referral sheets are available at the ASOSU Office of Legal Advising for pickup at any time, and are provided to students directly if support staff determine that the legal issue falls beyond what the ASOSU Office of Legal Advising is able to assist with.

Education and Outreach:

In the past, the office has participated in risk prevention events such as Transgender Awareness Week,

START Info Fair, Know Your Rights Forum, Rental Housing Forum, International Students Forum (video). The attorneys also submit articles to the Daily Barometer on topics of general interest to students. In addition, the attorneys meet with Corvallis community offices such as the City of Corvallis Rental Housing.

2.03 OREGON STATE UNIVERSITY:

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. OSU is a member of the Oregon University System and one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. OSU is also the only Oregon institution to hold the Carnegie Foundation's top ranking for research universities, a recognition of the depth and quality of OSU's graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in almost every one of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, masters and doctoral degrees through 12 academic colleges enrolling more than 20,000 students from every county in Oregon, every state in the country and more than 90 nations.

OSU Operating Calendar:

OSU is on a Term (Quarter Credit) system. The 2012 Terms are scheduled as follows:

Winter Term:	January 9 th - March 23 rd
Spring Term:	April 2 nd – June 15 th
Summer Term:	June 25 th – September 7 th
Fall Term:	September 24 th – December 7 th

The following is a list of the holidays observed by OSU and the days that OSU is scheduled to be closed in 2012. It is reasonable to expect that the same holidays will be observed in future years.

New Year's Day	Monday, January 2, 2012
Martin Luther King Jr. Day	Monday, January 16, 2012
Memorial Day	Monday, May 28, 2012
Independence Day	Wednesday, July 4, 2012
Labor Day	Monday, September 3, 2012
Thanksgiving Day	Thursday, November 22, 2012
	Friday, November 23, 2012
Christmas	Monday, December 24, 2012
	Tuesday, December 25, 2012

3.0 CONTRACT / STATEMENT OF WORK

3.01 CONTRACT / STATEMENT OF WORK:

A draft Contract containing the statement of work and contractual terms and conditions is included at Exhibit A. Proposers requiring changes to the general terms and conditions contained in sections 5-7 of the draft Contract should submit a request for change prior to the deadline for Request for Clarification or Change identified in section 1.01 of this RFP.

OSU may negotiate the statement of work contained in sections 1-4 and related Attachments under the procedures of the Oregon University System Procurement and Contracting Code contained in OAR 580-061-0155. Proposers should submit as part of their Proposal, any contract language they feel necessary to include related specifically to the statement of work required under this RFP. Except for clauses related to the statement of work required under this RFP, the successful proposer shall be expected to sign a contract containing substantially the same terms and conditions as set forth in the draft Contract.

4.0 PROPOSER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS:

In order to qualify as a Responsive Proposer, the Proposer needs to meet the minimum qualifications below. After verification that the minimum qualifications have been met, OSU will award points based on the level of the Proposer's qualifications.

- a. Proposed Director and Staff Attorneys with combined experience in providing legal services of the type and nature similar to those offered at the ASOSU Office of Legal Advising.
- b. Proposed Director and Staff Attorneys must be licensed member(s) of the Oregon bar.

4.02 PREFERRED QUALIFICATIONS:

OSU will award additional points for Proposers able to meet the preferred qualifications below.

- a. Proposed Director with experience operating and directing a law office of at least a similar size and client number as that of OSU.

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF PROPOSAL:

Submit one (1) original Proposal and five (5) duplicate copies. Mark original Proposal as "ORIGINAL". Original should contain original signatures on any pages where a signature is required. Proposals should contain the submittals listed in this section below:

5.02 REQUIRED SUBMITTALS:

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If pertinent information or required submittals are not included within the Proposal, it may cause the Proposal to be rejected or have an adverse impact on evaluation.

Proposers should submit the following information:

- Description of Proposed Director's experience operating and directing a law office of at least a similar size and client number as that of OSU;
- Description of Proposed Director's and proposed staff attorneys' experience providing legal services of the type and nature similar to those offered at the ASOSU Office of Legal Advising;
- Detail of Proposer's operation plan for the ASOSU Student Legal Services Program including, at a minimum: the number of staff attorneys, the number of support staff, the services that will be provided, the number of appointment slots for students that the Proposer will provide during regular Terms and how it will operate the office during breaks as well as a plan for providing education and outreach.
- Resume of the attorney that will act as the director of the ASOSU Student Legal Services Program.
- Resume of any attorneys that will serve as staff attorneys to the ASOSU Student Legal Services Program.
- Proposers request for contract language they feel necessary to include related specifically to the statement of work required contained in sections 1-4.
- Proposer's monthly fee to operate the ASOSU Student Legal Services Student Legal Services Program as indicated in the draft contract included at Exhibit A.
- Exhibit B, Certifications, fully completed.
- Exhibit C, References, fully completed.

6.0 EVALUATION AND AWARD

6.01 EVALUATION:

The stages of review and evaluation are as follows:

a. **Determination of Responsiveness:**

OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions or are incomplete may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A proposer has the right to appeal the decision pursuant to OAR 580-061-130(5)(a).

b. **First Stage Evaluation:**

Those Proposals determined to be Responsive will be evaluated using the required submittals. Proposals will be scored based on the evaluation criteria listed below in section 6.03. Scores will be used to determine Proposer's within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, Written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers.

c. **Second Stage Evaluation:**

If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:

- i. Issue a Written invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
- ii. Engage in oral or Written discussions with and receive best and final Proposals from all Proposers in the Competitive Range or all Proposers submitting Responsive Proposals. Discussions may be conducted for the following purposes:
 - Informing Proposers of deficiencies in their initial Proposals;
 - Notifying Proposers of parts of their Proposals for which OSU would like additional information; or
 - Otherwise allowing Proposers to develop revised Proposals that will allow OSU to obtain the best Proposal based on the requirements set forth in this Request for Proposal.

The conditions, terms, or price of the Proposal may be altered or otherwise changed during the course of the discussions provided the changes are within the scope of the Request for Proposal. Best and final Proposals will be scored based on the evaluation criteria listed below in section 6.03.

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. Contract will be awarded to the Proposer who in OSU's opinion, best meets the requirements and qualifications of the RFP and OSU's needs.

d. **Additional Stages of Evaluation:**

If after completion of the second stage of evaluation, an award is not made, OSU may add another stage of evaluation using any of the methods outlined in the second stage evaluation above.

6.02 NEGOTIATIONS:

OSU may commence serial negotiations with the highest-ranked Proposer or commence simultaneous negotiations with all eligible Proposers. OSU may negotiate:

- a. The statement of work;
- b. The Contract price as it is affected by negotiating the statement of work; and
- c. Any other terms and conditions determined by OSU in its sole discretion to be reasonably related to those expressly authorized for negotiation. Accordingly, Proposers will not submit and OSU will not accept for negotiation, any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation.

Terms and conditions within the sample contract that are unrelated to the statement of work or Contract price may be negotiated after award, but before legal sufficiency review or execution of the Contract.

6.03 EVALUATION CRITERIA:

Points will be given in each criteria and a total score will be determined. The maximum points available for each criteria are identified below.

<u>Evaluation Criteria:</u>	<u>Points:</u>
Experience operating and directing a law office	10
Experience providing legal services	30
Operation Plan	25
Cost	<u>35</u>
Total	100

6.04 INVESTIGATION OF REFERENCES:

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU further reserves the right to consider past performance, historical information and facts, whether gained from the Proposal, Proposer interviews, references, OSU or any other source in the evaluation process. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

7.0 INSTRUCTIONS TO PROPOSERS

7.01 APPLICABLE STATUTES AND RULES:

This RFP is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Policies and Procedures.

7.02 REQUEST FOR CLARIFICATION OR CHANGE:

Requests for clarification or change of the Request for Proposal must be in Writing and received by the Administrative Contact no later than the Deadline for Request for Clarification or Change as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Proposer's request. OSU will consider all timely requests and, if acceptable to OSU, amend the Request for Proposal by issuing an Addendum. Envelopes, e-mails or faxes containing requests should be clearly marked as a Request for Clarification or Change and include the RFP Number and Title.

7.03 ADDENDA:

Only documents issued as Written Addenda by PaCS serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal.

PaCS will notify potential Proposers through publication of the Addenda on the OUS procurement website. If you have received a Request for Proposal you should consult the OUS procurement website, prior to Proposal submittal, to assure that you have not missed any Addenda. Proposers are not required to return Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by the Addendum into their Proposal. Failure to do so may, in effect, make the Proposal non-Responsive, which may cause the Proposal to be rejected.

7.04 PREPARATION AND SIGNATURE:

All Required Submittals must be Written or prepared in ink and signed in ink by an authorized representative with authority to bind the Proposer. Signature certifies that the Proposer has read, fully understands, and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal.

7.05 PUBLIC RECORD:

Upon completion of the Request for Proposal process, information in your Proposal will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Proposal contains what the Proposer considers a "trade secret" the Proposer must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

7.06 SUBMISSION:

Proposals must be submitted in a sealed envelope and be delivered to the submittal location listed on the Request for Proposal cover sheet no later than the Proposal Due Date and Time. Proposer must specify on the outside of the envelope the Request for Proposal number, the Request for Proposal title and the Proposal Due Date and Time. **E-MAIL OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.**

7.07 MODIFICATION:

Prior to submittal, Proposers should initial modifications or erasures in ink by the person signing the Proposal. After submittal but prior to the Proposal Due Date and Time, Proposals may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Proposal. After the Proposal Due Date and Time, Proposers may not modify their Proposal.

7.08 WITHDRAWALS:

A Proposer may withdraw their Proposal by submitting a Written notice to the Administrative Contact identified in this Request for Proposal prior to the Proposal Due Date and Time. The Written notice must be on the Proposer's letterhead and signed by an authorized representative of the Proposer. The Proposer, or authorized representative of the Proposer, may also withdraw their Proposal in person prior to the Proposal Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Proposal satisfactory to OSU.

7.09 LATE SUBMITTALS:

Proposals and Written notices of modification or withdrawal must be received no later than the Proposal Due Date and Time. OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OAR 580-061-0120.

7.10 PROPOSAL OPENING:

Proposals will be opened immediately following the Proposal Due Date and Time at the Submittal Location. Proposer may attend the Proposal opening. Only the names of the Proposers submitting Proposals will be announced. No other information regarding the content of the Proposals will be available.

7.11 PROPOSALS ARE OFFERS:

The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the Request for Proposal, its Exhibits, and Addenda. The offer is binding on the Proposer for one hundred twenty (120) days. OSU's award of the Contract constitutes acceptance of the offer and binds the Proposer.

The Proposal must be a complete offer and fully Responsive to the Request for Proposal.

7.12 CONTINGENT PROPOSALS:

Proposer shall not make its Proposal contingent upon OSU's acceptance of specifications or contract terms that conflict with or are in addition to those in the Request for Proposal, its Exhibits, or Addenda.

7.13 RIGHT TO REJECT:

OSU may reject, in whole or in part, any Proposal not in compliance with the Request for Proposal, Exhibits, or Addenda, if upon OSU's Written finding that it is in the public interest to do so. OSU may reject all Proposals for good cause, if upon OSU's Written finding that it is in the public interest to do so. Notification of rejection of all Proposals, along with the good cause justification and finding of public interest, will be sent to all who submitted a Proposal.

7.14 AWARDS:

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. OSU reserves the right to delete any item from the award when deemed to be in the best interest of OSU.

7.15 LEGAL SUFFICIENCY REVIEW:

Prior to execution of any Contract resulting from this Request for Proposal, the Contract may be reviewed for legal sufficiency by a qualified attorney for OSU pursuant to the applicable Oregon Revised Statutes and Oregon Administrative Rules. Legal sufficiency review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

7.16 PROPOSAL RESULTS:

A notice of intent to award containing the Proposal results will be issued to all Proposers. The Proposal file will be available for Proposer's review during the protest period at the PaCS Department. Proposers must make an appointment with the Administrative Contact to view the Proposal file. After the protest period, the file will be available by making a Public Records Request to OSU.

7.17 PROPOSAL PREPARATION COST:

OSU is not liable for costs incurred by the Proposer during the Request for Proposal process.

7.18 PROPOSAL CANCELLATION:

If a Request for Proposal is cancelled prior to the Proposal Due Date and Time, all Proposals that may have already been received will be returned to the Proposers. If a Request for Proposal is cancelled after the Proposal Due Date and Time or all Proposals are rejected, the Proposals received will be retained and become part of OSU's permanent Proposal file.

7.19 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD:

Any Proposer who feels adversely affected or aggrieved may submit a protest within seven (7) calendar days after OSU issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Request for Proposal number and title. The rules governing protests are at OAR 580-061-0145.

EXHIBIT A
TERMS AND CONDITIONS / SAMPLE CONTRACT

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OREGON STATE UNIVERSITY
CONTRACT FOR THE PURCHASE OF
STUDENT LEGAL SERVICES
CONTRACT NO. TB154520

This Contract is between the State of Oregon acting by and through the State Board of Higher Education on behalf of Oregon State University ("OSU") and its Associated Students of Oregon State University ("ASOSU") (collectively, "OSU"), and [TBD after award of Contract] ("Contractor").

WHEREAS, ASOSU has approved the concept of paid legal services for students at OSU; and,

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Request for Proposal number TB154520 titled ASOSU Student Legal Services and Contractor was selected as a successful Proposer; and

WHEREAS, Contractor understands the requirements for the services outlined in this Contract, and is willing and able to provide the services, in accordance with the terms of this Contract;

NOW, THEREFORE, OSU and Contractor agree as follows:

1. CONTRACT TERM:

A. CONTRACT TERM.

This Contract is effective August 1, 2012 and expires on July 31, 2013. This Contract may be renewed, upon mutual agreement of the parties through written amendment, for ten (10) additional one (1) year terms based on the current terms and conditions.

2. STATEMENT OF WORK:

Contractor will establish, maintain, and direct a student legal services program in accordance with the terms of this Contract and will provide eligible OSU students with the covered services listed in Attachment A. The program will be called "ASOSU Student Legal Services." Contractor agrees to perform the obligations described in this Contract with the standard of professional care and skill customarily provided in the performance of such services in Oregon. Except as specifically set forth, nothing herein is intended to limit Contractor's ability to provide reasonable and necessary services incident to Contractor's performance of this Contract and in the exercise of Contractor's professional judgment.

A. DIRECTOR.

Contractor will arrange for and provide the services of one individual as the Director of ASOSU Student Legal Services ("Director"). The Director, who may be the Contractor or an employee or subcontractor of the Contractor, will be an attorney who is an active member of and in good standing with the Oregon State Bar. The Director will be responsible for the day-to-day operations of the ASOSU Student Legal Services Program and Contractor's day-to-day performance under this Contract.

The Director is an individual whose special qualifications and involvement in Contractor's performance of services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide the expertise, experience, judgment, and personal attention required to perform services ("Key Person"). The Director as identified here is a Key Person under this Contract:

[TBD after award of Contract]

Neither Contractor nor any Key Person of Contractor shall delegate performance of services any Key Person is required to perform under this Contract to others without first obtaining OSU's written consent. Further, Contractor shall not, without first obtaining OSU's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide OSU with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests OSU to approve a re-assignment or transfer of a Key Person, OSU shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual OSU approves as a replacement for a Key Person is deemed a Key Person under this Contract.

B. STAFF ATTORNEYS.

Contractor will arrange for and provide the services of one or more staff attorneys to assist in performing Contractor's obligations under this Contract. Each staff attorney will be an employee or subcontractor of Contractor. All attorneys performing services under this Contract must be active members of and in good standing with the Oregon State Bar.

C. SUPPORT SERVICES.

Contractor will arrange for and provide the services of one or more support staff members to assist in performing Contractor's obligations under this Contract. Support staff members will be employees or subcontractors of Contractor. OSU will not provide support staff to Contractor.

D. LEVEL OF OPERATION AND OPERATING CALENDAR.

Contractor is required to have one or more staff members available in person to provide or assist in the provision of legal services at least 40 hours per week (between the hours of 9:00 AM and 5:00 PM, Monday - Friday) during the Fall, Winter and Spring Terms when OSU is in session and 25 hours per week (between the hours of 10:00 AM and 3:00 PM, Monday - Friday) during the Summer Term when OSU is in session. Contractor will maintain sufficient legal staff to see new clients within two weeks of client's request.

When OSU is not in session, the Contractor need not have any staff members available in person but will make arrangements to respond to students by telephone or electronic mail within 24 hours of the students' request.

Contractor need not have any staff members available in person when OSU officially closes due to weather or other hazardous conditions that severely restrict access to campus or on OSU recognized holidays when OSU is closed.

E. STUDENT ELIGIBILITY.

Contractor will provide legal services only to students enrolled at OSU who have paid the incidental fee prescribed by ORS 351.070(3)(d). Legal services should usually be rendered on the specific legal matter presented by an eligible student until such time as the matter is resolved or leads to work that is excluded under this Contract. Once an eligible student requests services, he or she remains eligible for services related to that matter for a period not to exceed 30 days from OSU's termination of the student for failure to pay the incidental fee or from the date the student ceases to be an OSU student. All students who were registered and were incidental fee paying students during the Fall, Winter, and Spring Terms and are pre-registered and are expected to be incidental fee paying students for the upcoming Fall Term, may receive services during the Summer Term. A student will be deemed registered for the Fall Term if the student is registered as an incidental fee paying student by the deadline for adding classes for the Fall Term.

F. COSTS.

Legal services provided by Contractor under this Contract will be at no cost to the eligible student, except that Contractor may require students to pay for direct costs or expenses related to services provided under this Contract, including, but not limited to: costs for copying and discovery, costs for public records requests and fees prescribed by court rule or statute. Costs to the eligible students will not include hourly fees for attorney service.

G. AVAILABILITY OF SERVICES ELSEWHERE.

Contractor will inform each student who seeks legal services that he or she may obtain such services independent of this Contract from any attorney of his or her choosing at his or her expense.

H. REFERRALS/ADDITIONAL COMPENSATION.

Contractor will establish adequate referrals for legal services not covered by this Contract. Such referrals will not be to Contractor's private practice or to a law firm with which Contractor is professionally associated. Further, Contractor will not materially benefit from said referrals.

I. EQUIPMENT AND SUPPLIES.

Contractor is responsible for and will provide, at its own expense, furniture, equipment, telephone, internet services, postage, stationery, business cards, brochures, office supplies and any other equipment and materials necessary for the Contractor to operate the office in a professional manner and perform the services required under this Contract. Contractor may purchase telephone and internet service from OSU under a separate agreement.

J. CONFLICT OF INTEREST.

Contractor presently has no interest and will not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services hereunder (unless that conflict can be appropriately managed pursuant to rule of professional responsibility governed by the Oregon Bar Association). Contractor further covenants that in the performance of this Contract no person having any such interest will be employed by it or will be a subcontractor to it.

In the case of conflict of interest, whether ethical, arising pursuant to this Contract, or

arising out of the laws of the State of Oregon, the Contractor will decline representation or withdraw from representation, as the case may be, as soon as practical after the existence of the conflict is discovered. The Contractor will advise the affected student of the existence and nature of the conflict and the fact that the Contractor must decline or withdraw from representation of the student due to the conflict. The Contractor may assist in making a referral for services precluded by the conflict. The student will be advised that representation arising from any such conflict referral will be performed at the full expense of the student and that the student will be responsible for establishing and paying any fee for any such representation.

Contractor will not represent any student in any action adverse to OSU, the State Board of Higher Education, any institution of the Oregon University System, the State of Oregon or any other eligible OSU student.

K. RULES OF PROFESSIONAL CONDUCT.

Contractor shall ensure that the ASOSU Legal Services office and attorneys providing services under this Contract comply with the Oregon State Bar's Rules of Professional Conduct. OSU may terminate this Contract upon any finding by the Oregon State Bar that Contractor or an attorney providing services under this Contract has substantially violated a Rule of Professional Conduct.

L. SERVICE REPORTS.

Contractor shall provide ASOSU President or their designee with a monthly service report with statistical information about ASOSU Student Legal Services Program. Reports should not contain client's personally identifiable information or information that would compromise client confidentiality. The monthly written report will, at a minimum, contain the following information:

- number of clients seen by day of the week,
- number of appointments missed by client,
- number of clients seen per legal topic areas,
- outreach efforts made to inform students of the ASOSU Student Legal Services Program,
- outreach efforts made to build relationships with the Corvallis Community, and
- description of the legal education provided, the audience to which it was provided and the approximate number of participants.

Contractor will submit reports by the 10th of the month for the immediately preceding month.

M. CONTRACT ADMINISTRATION.

Contractor shall meet with ASOSU's President or designee periodically as needed, for the purpose of review, evaluation, or contract administration. Although ASOSU reserves the right to monitor and evaluate the quality of the performance of Contractor's duties hereunder, ASOSU will not control the means or manner of Contractor's performance nor will it obtain confidential client information of Contractor. Contractor is responsible for determining the appropriate means and manner for performing services hereunder and is solely and entirely responsible for Contractor's acts or omissions and for the acts or omissions of Contractor's agents, subcontractors and employees.

N. BUSINESS REVIEWS.

Contractor will participate in Business Reviews as requested by OSU Procurement

and Contract Services. Business Reviews will be scheduled by the Contract Administrator in OSU Procurement and Contract Services and will include attendance by OSU representatives and Contractor's Representatives. The reviews may include discussion of Contract terms and conditions, work performed under the Contract, Contract improvements for increased service, and any potential changes to the Contract. No Business Review will involve the disclosure of confidential client information.

3. FACILITY:

A. DESCRIPTION OF PHYSICAL FACILITY.

OSU hereby grants Contractor permission to use two (2) private offices and reception area currently used for the ASOSU Office of Legal Advising ("Premises") located in 135 Snell Hall, Corvallis, Oregon 97331 ("Building") for the term of this Contract. OSU reserves the right to relocate Contractor at OSU's expense upon reasonable written notice to Contractor. Such new location will be substituted as the Premises. The Building and the Premises are collectively referred to herein as the "Facility." Contractor will not pay a fee for this Facility Use.

B. FACILITY ACCESS.

Contractor will have access to the Building's common areas on the same terms and conditions as the general public, except that, in OSU's sole discretion, Contractor may be provided with one key to the exterior of the Building for after-hours access. Contractor has inspected the Premises and accepts them "as is." Contractor will comply with all policies and procedures regarding the use of the Facility.

C. PROPERTY AND BUSINESS TAXES.

Contractor will pay prior to delinquency all personal property taxes and business taxes with respect to all property and business activities of Contractor on the Premises and will provide promptly upon request of OSU written proof of such payments.

D. CONTROL OF KEYS.

Contractor is responsible for control of keys obtained from OSU. The Contractor shall be responsible for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of the lost, misplaced or stolen keys. OSU will be responsible for replacement or repair of lock cylinders that are not functioning properly through no willful or negligent action of Contractor.

E. FACILITY USAGE.

Contractor may use the Facility only in furtherance of its performance under this Contract and will not commit or allow to be committed any waste upon the Facility or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of others. Contractor will not, without the written consent of OSU, use any apparatus, machinery or device in the Premises, which will cause any substantial noise or vibration about the Premises. Contractor is a licensee for purposes of its use of OSU's premises.

F. UTILITIES.

OSU will furnish the Premises with access to electric current in reasonably sufficient amounts for normal business use; heating, ventilation and air conditioning systems as may, in the judgment of OSU, be reasonably required for comfortable normal business use of the Premises; water/sewer for the Premises based upon the permissible use; restroom supplies, exterior window washing at reasonable intervals, janitorial and light replacement; and janitorial service in the Premises. OSU will not be liable to Contractor for any loss or damage caused by or resulting from any variation, interruption, or failure of such services or equipment due to any cause whatsoever. No temporary interruption or failure of such services or equipment incident to the making of repairs, alterations or improvements, or due to accident or strike, or conditions or events beyond OSU's reasonable control will relieve Contractor from any of its obligations hereunder. Contractor will take good care of the Premises.

G. FACILITY CONDITION AND IMPROVEMENTS.

Contractor will, at the expiration or termination of this Contract, surrender and deliver the Premises to OSU in as good condition as when received by Contractor from OSU or as thereafter improved, reasonable use, wear and damage by fire or other casualty excepted. Contractor will not make any alterations, additions or improvements in or to the Premises, or make changes to locks on doors, or add, disturb or in any way change any plumbing or wiring without first obtaining the written consent of OSU. Contractor will permit OSU and its agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same or for the purpose of cleaning, repairing, altering or improving the Premises or Building. Nothing contained in this Section 3 will be deemed to impose any obligation upon OSU not expressly stated elsewhere in this Contract.

H. TEMPORARY CLOSURES.

When reasonably necessary, OSU may temporarily close entrances, doors, corridors, elevators or other facilities without liability to Contractor by reason of such closure and without such action relieving Contractor from the duty of observing and performing any of the provisions of this Contract. OSU will have the right to require Contractor to exclusively use service or delivery access routes as designated by OSU from time to time. Contractor will keep the Premises and the Building free from any liens arising out of any work performed, materials ordered or obligations incurred by Contractor.

4. COMPENSATION:

As compensation for the performance of the services described herein, OSU agrees to pay Contractor the maximum sum not to exceed **[\$TBD after award of Contract]** to be disbursed in twelve equal monthly installments, beginning 30 days after contract effective date.

For subsequent annual renewal terms, Contractor may submit a request for an increase in compensation equivalent to the percent increase of the preceding calendar year's published Annual Average CPIU for Portland-Salem OR-WA (hereinafter "CPIU Annual Average"). Requests for increase must be in writing and received by the OSU Contracts Administrator and OSU Departmental Administrator no later than January 31st of each calendar year including documentation showing the CPIU Annual Average and rate calculations. Requests received after January 31st will not be considered. Contractor's

request for an increase in compensation will be subject to the approval process of ASOSU. In cases where ASOSU does not approve, contractor's compensation will not be increased.

In the case where there is a documented dramatic escalation in Contractor's client base from a previous year, OSU may consider requests for an increase in Contractor's compensation or reduction of Contractor's service obligations under the Contract, for subsequent annual renewal terms. Requests for an increase in Contractor's compensation or reduction of Contractor's service obligations under the Contract must be in writing and received by the OSU Contracts Administrator and OSU Departmental Administrator no later than January 31st of each calendar year. Requests received after January 31st will not be considered.

If approved, the increased compensation will be effective for the next contract renewal term, if contract is renewed. Any increased compensation for subsequent annual renewal terms will be made through written amendment to the contract signed by both parties.

Contractor will not be compensated for work performed under this Contract from any other program of any other unit of the State of Oregon.

OSU shall pay Contractor for services performed at the prices and rates specified herein. Contractor shall look solely to OSU for payment of all amounts OSU owes to Contractor. Payment of OSU contracts is normally made within 30-45 days following the date the invoice is received. After 45 days, Contractor may assess overdue account charges up to a maximum of two-thirds of one percent (2/3 of 1%) per month or eight percent (8%) per annum on the outstanding balance (ORS 293.462).

5. **INSURANCE AND INDEMNIFICATION:**

A. **LIABILITY INSURANCE.**

During the term of this Contract, Contractor shall maintain in force at its own expense the following insurances, if marked, to cover injury, death, errors, omissions or negligent acts related to the goods or services provided under this Contract in the amounts listed below.

- Commercial General Liability
- Professional Liability
- Automobile Liability

Contractor shall ensure that insurance policies are issued by an insurance carrier authorized to do business in the State of Oregon with an A.M. Best rating of at least A-VII, or such other insurance carrier approved in writing, in advance, by OSU. Contractor shall ensure that OSU's employees and agents are included as additional insureds in said insurance policy.

Limit for any single claimant per occurrence:

From commencement of the Contract term to June 30, 2012:	\$1,700,000.
July 1, 2012 to June 30, 2013:	\$1,800,000.
July 1, 2013 to June 30, 2014:	\$1,900,000.
July 1, 2014 to June 30, 2015:	\$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court

Administrator pursuant to Oregon Laws 2009, chapter 67, paragraph 3 (Senate Bill 311).

Limit for all claimants per occurrence:

From commencement of the Contract term to June 30, 2012: \$3,400,000.

July 1, 2012 to June 30, 2013: \$3,600,000.

July 1, 2013 to June 30, 2014: \$3,800,000.

July 1, 2014 to June 30, 2015: \$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, paragraph 3 (Senate Bill 311).

Property Damage:

Limit for any single claimant per occurrence: \$101,400.

Limits for all claimants per occurrence: \$506,900.

This amount is effective on July 1, 2011 – June 30, 2012 and will be adjusted every year thereafter as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, paragraph 5 (Senate Bill 311).

B. WORKERS' COMPENSATION.

The 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 comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

C. PROPERTY INSURANCE.

The Contractor must maintain Property Insurance during the term of the Contract that covers all property used for Contract work and all Contractor-owned property that is stored at OSU.

D. PRIMARY COVERAGE.

Insurance carried by Contractor under this Contract shall be the primary coverage and OSU's insurance is excess and solely for damages or losses for which OSU is responsible.

E. CERTIFICATES OF INSURANCE.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the OSU Contract Administrator, upon request. In such case, Contractor shall ensure that the Certificate(s) specifies all additional insureds (or loss payees). Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

F. NOTICE OF CANCELLATION OR CHANGE.

Contractor shall not cause or permit any cancellation, material change, potential exhaustion of aggregate limits or notice of intent not to renew insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to OSU's Contract Administrator.

G. INDEMNITY AND RESPONSIBILITY FOR DAMAGES.

a. Contractor shall indemnify and hold harmless OSU, the Oregon State Board

- of Higher Education and their respective officers, board members, employees, agents and other representatives against claims, expenses or losses that result from Contractor's negligence, wrongful acts or willful misconduct.
- b. OSU's right to receive indemnification under this Section is conditioned upon OSU giving reasonably prompt notice of and assistance with any claim; provided however, that OSU's failure to provide notice and assistance does not limit OSU's right to indemnification except to the extent such failure or assistance materially affects Contractor's ability to defend the claim.
 - c. Contractor's indemnification obligation under this Section includes but not limited to all of OSU's expenses of litigation, courts costs and reasonable attorney fees.
 - d. Contractor shall have control of the defense and settlement of any claim that is subject to a. or b.; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

6. GENERAL TERMS AND CONDITIONS:

A. ACCESS TO RECORDS AND AUDIT.

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. OSU, the Oregon State Board 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 this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for OSU's review for at least six years beyond the Term of the Contract unless OSU authorizes a shorter period in writing. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU.

OSU shall have the right to an independent third-part audit of the Contractor's records associated with or related to the goods or services provided for under this Contract. OSU may request an independent third-party audit no more than one time per calendar year. OSU will determine the time-period that will be the subject of the audit. However, the entire term of the Contract, including the original term and any

subsequent renewals or extensions, may be the subject of the independent third-party audit at anytime. Contractor shall bear the full cost of such independent third-party audit.

B. ASSIGNMENT/SUCCESSORS.

Contractor shall not assign, sell, or transfer responsibilities under this Contract, in whole or in part, without the prior written approval of the OSU Procurement and Contract Services Department, and any attempt by Contractor to assign, sell, or transfer responsibilities under this Contract, without first acquiring written approval of the OSU Procurement and Contract Services Department, is void. No such written approval from OSU relieves Contractor of any obligations of this Contract, however, and any assignee, new owner, or transferee will be considered an agent of Contractor. Contractor shall remain liable to OSU under the Contract as if no such assignment, sale, or transfer had occurred. The provisions of this Contract are binding upon and will inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.

C. APPLICABLE LAW; JURISDICTION AND VENUE.

a. This Contract is governed and shall be construed in accordance with the laws of the State of Oregon, without resort to any other jurisdiction's conflict of law rules or doctrines. Any claim, action, or suit between OSU and Contractor that arises out of or relates to performance of this Contract must be brought and conducted solely and exclusively within the Circuit Court for Marion Benton County, for the State of Oregon.

b. Notwithstanding the foregoing paragraph, if a claim must be brought in federal forum, it must be brought and adjudicated solely and exclusively in the United States District Court for the District of Oregon. This paragraph applies to a claim brought against OSU only to the extent Congress has validly abrogated OSU's sovereign immunity and is not consent by OSU to be sued in federal court. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.

c. Except as set forth in the paragraph above, the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

D. COMPLIANCE WITH APPLICABLE LAW.

The parties shall at all times comply with all federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as

amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

E. CONFIDENTIALITY.

This Contract is subject to the limitations and conditions of the Oregon Public Records Law, ORS 192.410-192.505.

F. EXECUTION AND COUNTERPARTS.

This Contract may be executed by facsimile or PDF and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

G. FORCE MAJEURE.

Neither OSU nor Contractor shall be held responsible for delay or default caused by fire, riot, act of nature, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, OSU's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if a default or delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

H. GOVERNMENT EMPLOYMENT STATUS.

Contractor certifies that it is not currently employed by the federal government and not an employee of OSU.

I. INDEPENDENT CONTRACTOR STATUS.

The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not 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 services. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265.

J. NOTICE.

All notices or other communications under this Contract must be in writing and, unless otherwise expressly set forth in this Contract, shall be delivered in person, by email (and confirmed by mail), first class mail, fax (and confirmed by mail), registered or certified mail, or overnight delivery service to the other party at its respective address, email address, or fax number set forth below. All notices are effective upon receipt by the party to be notified.

<u>OSU Contract Administrator</u>	and:	<u>OSU Departmental Administrator</u>
Tamara J. Bronson		ASOSU President
Procurement Supervisor		149Snell Hall
644 SW 13 th Street		Corvallis, Oregon 97331
Corvallis, Oregon 97333		

Telephone: (541) 737-8044

Telephone: (541) 737-6344

Fax: (541) 737-2170

tamara.bronson@oregonstate.edu ASOSU.Pres@oregonstate.edu

CONTRACTOR Contract Administrator

[[TBD after award of Contract]]

K. ORDER OF PRECEDENCE.

In the event of a conflict, all the terms and conditions of this Contract, its attachments, and any amendments thereto supersede all terms and conditions on any forms used by the Contractor.

L. OSU NAME AND TRADEMARK.

Contractor's shall not use names, marks or trademarks identifying OSU, or any department or office of OSU, or in any other way identify OSU without prior written approval from OSU's Office of University Advancement.

M. PARKING.

All Contractors, vendors and commercial vehicles on the OSU campus are required to have a permit to park, whether utilizing designated street parking or parking in the parking lots. Permits are available for purchase at Transit & Parking Services, located in Adams Hall, 606 SW 15th Street.

N. RECYCLABLE PRODUCTS.

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

O. REMEDIES FOR CONTRACTOR'S DEFAULT.

In the event Contractor is in default, OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to OSU at a reduce price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

P. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION:

Services supplied under this Contract 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 of Oregon Workers' Compensation Division. Contractor shall notify OSU prior to using products containing hazardous chemicals to which OSU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

Q. SALES AND USE TAXES.

OSU shall pay all applicable sales, excise, or use taxes in connection with this Contract. Invoices shall separately identify all such taxes and shall include either Contractor's sales tax or use tax permit number. Contractor shall be responsible for all other taxes, including taxes based upon Contractor's income. Contractor shall indemnify, defend, and hold harmless OSU from and against any interest, penalties, or other charges resulting from the non-payment or late payment of taxes or other charges for which Contractor failed to invoice OSU or which Contractor otherwise failed to pay in a timely manner.

R. SEVERABILITY.

The invalidity, illegality or enforceability of any provision of this Contract shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Contract.

S. SEXUAL HARASSMENT.

The State Board of Higher Education has adopted policies applicable to Contractors that prohibit sexual harassment, and Contractor's company and employees are required to adhere to OSU's policy prohibiting sexual harassment in their interactions with members of the OSU community.

T. SURVIVAL.

The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.

U. TERMINATION.

This Contract may be terminated at any time by mutual consent of all parties or by ASOSU and OSU upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive sufficient legislative appropriations (or from applicable federal, state, or other sources) to permit OSU, in the exercise of its reasonable administrative discretion, to fulfill its obligations under this Contract, or if the OSU program for which this Contract was executed is abolished.

This Contract may also be terminated by ASOSU and OSU for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) 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 conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. The rights and remedies of OSU provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

V. NO THIRD PARTY BENEFICIARY.

OSU 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 parties

W. WAIVER.

The waiver by either party of any breach of this Contract by the other party shall not waive subsequent breaches of the same or different kind. The failure of either party to enforce any rights under this Contract in a particular instance shall not operate as a waiver of said party's right to enforce the same or different rights in subsequent instances.

X. ENTIRE CONTRACT.

This Contract, including all documents referred to herein and attached hereto, constitutes the entire agreement between the parties and supersedes all prior representations, understanding and agreements between the parties. No amendment, consent, or waiver of terms of this Contract shall bind either party unless in writing and signed by authorized representatives of each of the parties. Any such amendment, consent, or waiver is effective only in the specific instance and for the specific purpose given.

7. CERTIFICATIONS AND SIGNATURES:

This Contract must be signed in ink by an authorized representative of Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

- A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- B. Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.
- C. Pursuant to OAR 580-061-0030, Contractor certifies that Contractor has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts;
- D. The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

Each of the parties has caused its duly authorized representative to execute this Contract on the date set forth in its respective signature block below.

CONTRACTOR:

Signature: _____ Date: _____

By: _____

Title: _____

OSU:

Signature: _____ Date: _____

By: _____

Title: _____

DRAFT

**ATTACHMENT A
COVERED SERVICES AND EXCLUSIONS**

1. COVERED SERVICES.

Contractor will provide legal services to eligible students in the areas of landlord/tenant disputes, personal injury, credit issues, consumer problems, traffic infractions, criminal charges, wills, power of attorney, expungements, dissolutions of marriage and contracts. Contractor may do the following, except in relation to excluded services described in Section 2 below:

- a) Provide advice and consultation.
- b) Perform legal research.
- c) Draft and review correspondence and legal documents such as contracts, residential leases, settlement agreements, releases, liability waivers, powers of attorney, simple living wills, and simple trusts.
- d) Attend meetings and conferences and otherwise negotiate with adverse parties and their attorneys.
- e) Represent students in uncontested dissolutions of marriage and modifications in Benton County Circuit Court.
- f) Represent students in disputes under the Residential Landlord and Tenant laws if the Contractor determines that the student has a meritorious case and believes that such representation will not affect his or her ability to fulfill any of the terms of this Contract.
- g) Increase student awareness of the ASOSU Student Legal Services Program provided by the Contractor.
- h) Provide referrals to appropriate community agencies, OSU units and other attorneys.
- i) Provide legal education to the student body of OSU through hosting events during CONNECT Week and participate in legal awareness education programs including but not limited to: classroom lectures, presentations, conferences, and articles in the OSU student newspaper during each term and upon request by ASOSU.
- j) Perform services incidental to the permitted services, if not excluded below.

2. EXCLUSIONS.

The following services are not covered by this Contract, and Contractor shall not provide them under this Contract:

- a) Except as set forth above, the Contractor may not enter an appearance or file any pleading as attorney of record in any civil cases or before any hearing panel or tribunal. This does not prohibit the Contractor from providing legal services in an effort to avoid litigation.

- b) Contractor shall not make courtroom appearances on criminal matters.
- c) Matters arising under the Student Conduct Code, OAR Chapter 576, Division 15.
- d) Tax matters and estate planning, except for preparation of wills involving small estates as defined in ORS 114.515(2).
- e) All requests for services by one eligible student involving a claim against other eligible students, except any services which may be permissible under Opinion 218 of the Oregon State Bar (representing both petitioners in certain marital dissolution proceedings).
- f) Litigation or adversarial matters involving the ASOSU, Oregon State University, or the Oregon State Board of Higher Education ("OSBHE"), the State of Oregon, their programs or activities, or any claims against any officer, agent or employee of the ASOSU, OSU, OSBHE or the State of Oregon.
- g) Services to ASOSU as an organization or ASOSU employees in their professional capacity.
- h) Incorporation of or advice to groups organized for private profit.
- i) All legal services that would lead to excluded services or legal services which Contractor in the exercise of professional judgment deems to be beyond their professional capabilities or beyond the resources of ASOSU's Student Legal Services Program. If Contractor makes a determination that services fall under this subsection in a legal topic area covered by this Contract, Contractor will provide notification to the ASOSU President or designee with a description of the rationale (without breaching client confidentiality).
- j) Any case in which the Contractor concludes, in her or his professional opinion, that the student's claim of issue is not meritorious in that it lacks factual or legal basis, is frivolous or made in bad faith.
- k) Representation in any matter where the Contractor believes that such representation will negatively affect his or her ability to fulfill any of the terms of this Contract.
- l) All other services not specifically permitted and not incidental to permitted services.

**EXHIBIT B
CERTIFICATIONS**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Proposer and that Proposer is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION II. AFFIRMATIVE ACTION

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

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal; and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or Contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the Request for Proposal and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with the Proposal.

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

If Proposer is awarded a contract from this Request for Proposal, Proposer hereby (check one)

- agrees
 disagrees

to offer the resulting contractual terms and prices to other public institutions.

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Telephone:(_____)_____

Title: _____ Fax:(_____)_____

FEIN ID# or SSN# (required): _____ Email: _____

Company: _____

Address, City, State, Zip: _____

Construction Contractors Board (CCB) License Number (if applicable): _____

Business Designation (check one):

- Corporation Partnership LLC Sole Proprietorship Non-Profit

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

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

**EXHIBIT C
REFERENCES**

REFERENCE 1

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____

REFERENCE 2

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____

REFERENCE 3

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____
