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**REQUEST FOR PROPOSALS**

**RFP # 2012-03**

**Certified Public Accounting Services for Jefferson Public Radio**

ISSUE DATE: March 20, 2012

**CLOSING DATE: April 17, 2012**

**CLOSING TIME: 3:00 P.M. (Pacific Time)**

TABLE OF CONTENTS

Page

Section I - Information Regarding Proposal 3

Introduction 3

General Information 3

General Provisions 4

Term of Contract 7

Delivery of Proposals 7

Schedule of Events 8

Background 8

Scope of Services 9

Section II - Information Required from Proposers 12

Proposal Form and Content 12

Required Proposal Content 12

Evaluation Criteria 13

Section III - Questionnaire for Proposers 15

Section IV - Contract Terms and Required Documents 17

Notice of Interest 17

Bidder/Proposer Tax Law and Non-Discrimination Certification 18

Exhibit A - SOU Model Contract 19

**State of Oregon**

**Southern Oregon University**

**REQUEST FOR PROPOSALS**

Jefferson Public Radio

**Section I - Information Regarding Proposal**

**INTRODUCTION**

Southern Oregon University is seeking proposals to select a Certified Public Accounting Firm to audit the financial statements of Jefferson Public Radio Station (JPR).

Proposals are requested from Certified Public Accounting Firm with experience to assist JPR in meeting the certification requirements of the Corporation for Public Broadcasting, which requires annual audit of JPR in order to qualify for continued funding.

**GENERAL INFORMATION**

**Issuing Office:** The JPR Director of Finance and Administration of the Southern Oregon University is the Issuing Office and is the sole point of contact for clarifications regarding technical specifications in this RFP. SOU's Vice President of Finance and Administration is the sole point of contact regarding the RFP process. All correspondence pertaining to these two matters should be appropriately addressed to the contact persons below:

**Content and Technical** Mitchell Christian

**Specifications:** Telephone (541) 552-6768

Email: [christim@sou.edu](mailto:christim@sou.edu)

**RFP Process Questions:** Craig Morris, Vice President of Finance and Administration

Telephone (541) 552-6323

Email- cmorris@,sou.edu

**Street and Mailing Address:**

Craig Morris

Vice President of Finance and Administration

Southern Oregon University

1250 Siskiyou Blvd.

Ashland, OR 97520

**GENERAL PROVISIONS**

SOU reserves the right to reject any and all Proposals received as a result of this Request for Proposals (RFP).

1. **Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the closing deadline, provided that a written request is received by SOU's Vice President of Finance and Administration, prior to the Closing date. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.
2. **Protest of Specifications - Request for Changes:** Protests of the specifications or requests for non-substantive or procedural changes to the RFP must be received in writing on or before 3:00 p.m. (Pacific Time), March 30, 2012 at SOU’s Finance and Administration address or email address as listed under "General Information" in this RFP. Protests may be hand delivered, mailed or emailed. Protests may not be faxed. Protests of specifications will include the reason for the protest and any proposed changes to the requirements.

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

SOU will consider all requested changes and, if appropriate, amend the Request for Proposals.

1. **Addenda:** If any part of this RFP is amended, addenda will be provided to all parties who submit a Notice of Interest pursuant to section 19 below.
2. **Post-Selection Review and Protest of Award:** SOU will name the apparent successful Proposer in a "Notice of Intent to Award Letter". Identification of the "apparent successful Proposer" is procedural only and creates no right in the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given ten (10) calendar days from the date on the "Notification of Intent to Award" letter to review the file and evaluation report at SOU offices and to file a written protest of award. Any award protest must be in writing and must be delivered by hand delivery, mail or email to the address for SOU's Vice President of Finance and Administration as listed under "General Information" in this RFP.

SOU will consider any protests received and:

1. pursuant to OAR 137-030-104(4) (1995), reject all protests and proceed with final evaluation of, and any contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
2. pursuant to OAR 580-040-0277 and OAR 580-040-0280, sustain a merit protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, SOU may name a new apparent successful Proposer; OR

(C) pursuant to OAR 137-030-102 (1995), reject all Proposals and cancel the procurement.

The SOU Vice President of Finance and Administration or designee will respond to the protest within seven (7) calendar days of receipt. The decision shall be final.

1. **Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of SOU.
2. **Public Records:** This Request for Proposals and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

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

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance." ORS 192.500(1). Therefore, non-disclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

The above restriction will not include cost information, which must be open to public inspection.

1. **Investigation of References:** SOU reserves the right to investigate references and/or past performance of any Proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of subcontractors and workers. SOU may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.
2. **RFP Preparation Costs:** Cost of developing the Proposal, attendance at an interview (if requested by SOU) or any other such costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by SOU.
3. **Clarification and Clarity:** SOU reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear and favorable manner possible.
4. **Right to Reject Proposals:** SOU reserves the right to reject any or all Proposals, if such rejection would be in the public interest, as determined by SOU.
5. **Cancellation:** SOU reserves the right to cancel or postpone this RFP at any time or to award no contract.
6. **Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through the period of contract execution.

**13. Oral Presentations:** At SOU's sole option, Proposers may be required to give an oral  
presentation of their Proposals to SOU, a process which would provide an opportunity for the  
Proposer to clarify or elaborate on the Proposal but will in no way change Proposer's original  
Proposal. If the evaluating committee requests presentations, the Issuing Office will schedule  
the time and location for said presentation. **Note:** Oral presentations are at the discretion of the  
evaluating committee and may not be conducted; therefore, **written Proposals should be  
complete.**

1. **Usage:** It is the intention of SOU to utilize the services of the successful Proposer to provide services as outlined in the below Scope of Work.
2. **Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms listed in Exhibit A -Department of Higher Education Personal/Professional Services Contract, attached hereto and made a part hereof. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraph 2 -Protest of Specifications - Request for Changes or specifically noted in a separate section of the Proposal.
3. **Rejections and Withdrawals.** SOU reserves the right to reject any or all Proposals or to withdraw any item from the award.
4. **RFP Incorporated into Contract.** This RFP will become part of the Contract between SOU and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposals, and the terms of Exhibit A.
5. **Communication Blackout Period.** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee about the RFP until the apparent successful Proposer is selected.

**19. Notice of Interest.** The Notice of Interest (form attached below) will be due at the office of  
SOU's Vice President of Finance and Administration by 3:00 p.m. Pacific Time, April 3, 2012, via email, fax or hardcopy.

In the notice, the Proposer must provide the name of the primary contact person, plus that  
person's telephone number and email address for communication of information about the RFP, answers to questions submitted by Proposers, and other matters about the selection process. Proposers that complete and return the Notice will receive the same supplementary information. Proposers that do not submit the Notice of Interest will not receive supplementary information.

SOU reserves the right to make an exception to Notice of Interest deadlines.

1. **Prohibition on Commissions.** SOU will contract directly with organizations capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process.
2. **Ownership of Proposals.** All proposals in response to this RFP are the sole property of SOU, and subject to the provisions of Oregon Revised Statutes ORS 192.410-192.505 (Public Records Act).
3. **Clerical Errors in Awards.** SOU reserves the right to correct inaccurate awards resulting from its clerical errors.

**23. Rejection of Qualified Proposals.** Proposals may be rejected in whole or in part if they  
limit or modify any of the terms and conditions and/or specifications of the RFP.

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

**TERM OF CONTRACT**

The Contract is expected to begin on or about August 1, 2012 and run through December 31, 2012. At the option of SOU, the Contract may be extended for four (4) additional one (1) year periods, subject to the Contractor's continued successful performance as determined by SOU. Upon agreement of both parties, extension may be executed by written notice. SOU intends to reserve the right upon 30 days notice to the Contractor to terminate the Contract.

**DELIVERY OF PROPOSALS**

Proposals may be submitted via two methods.

**Method #1:** An original and two (2) hardcopies of the Proposal, and two (2) electronic copies (on CD) of the complete Proposal must be received on or before *3:00 p.m. Pacific Time April 17, 2012,.* The envelope/package containing the response must be clearly marked **"Response to RFP #2012-03."**

**Method #2:** Complete proposals (including all attachments) may be emailed and must be electronically received by *3:00* ***p.m.*** *Pacific Time, April 17, 2012.* **Email subject line must be "Response to RFP#2012-03** ." Proposer ***must*** telephone and confirm electronic receipt of the complete emailed document(s) before the above time and date deadline. Proposals delayed or lost by email system filtering or failures may be considered at SOU' sole discretion. **In addition** to electronic submission, an original and two (2) hardcopies of the Proposal must be postmarked no later than April 17, 2012. The envelope/package containing the Proposal must be clearly marked **"Response to RFP #2012-03."**

At least one original Proposal shall be **signed in blue ink** by an authorized representative of the Proposer. Alterations or erasures shall be initialed in ink by the person signing the Proposal.

Proposals may not be submitted by telephone or fax.

It is the responsibility of the Proposer to ensure that Proposals arrive by the closing date and time. **NO LATE PROPOSALS WILL BE ACCEPTED, except as set out in Method #2 of "Delivery of Proposals".** Proposals may be hand delivered, mailed, or e-mailed to:

**Hand Delivery and Mailing Address: E-Mail:**

**(Including UPS. FEDEX)**

Treasa Sprague

Finance and Administration spraguet@sou.edu

Southern Oregon University 1250 Siskiyou Blvd. Ashland, OR 97520

Proposals will be publicly opened by SOU's Vice President of Finance and Administration or designee at 1250 Siskiyou Blvd Ashland, OR on the Closing Date.

**SCHEDULE OF EVENTS**

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

RFP Issue Date March 20, 2012

Deadline for Protest of Specifications March 30, 2012 (5:00 pm, PT)

All Clarifying Questions Due April 3, 2012 (5:00 pm, PT)

Notice of Interest Deadline April 3, 2012 (5:00 pm, PT)

Closing Date (Proposals Due) April 17, 2012 (3:00 pm, PT)

Deadline for Protest of Award 10 calendar days after date

on Notice of Award letter

Anticipated Contract Begin Date August 1, 2012

**BACKGROUND**

Organization History & Mission

Jefferson Public Radio's flagship station, KSOR, was established in 1969 on the campus of Southern Oregon University (SOU) in Ashland, Oregon. From a tiny 10-watt student run station, KSOR evolved to become a regional public radio service reaching over 1 million potential listeners in a 60,000-square-mile area of Southern Oregon and Northern California via the largest translator network in public radio.

As KSOR has grown, it has developed a network of satellite radio stations and now goes by the name Jefferson Public Radio (JPR), making reference to the mythical State of Jefferson, which roughly corresponds to the listening area served by JPR. JPR is owned and operated by Southern Oregon University and extends the University's regional educational mission by promoting lifelong learning and fostering the development of the human creative and intellectual spirit in the region.

In 1975, the KSOR Listeners' Guild was formed as a component of what was then known as the Southern Oregon College Foundation. In 1997, the Guild established its own non-profit organization which is now called the JPR Foundation. The JPR Foundation supports the public service objectives of JPR and enjoys tax-exempt status under IRS Section 501(c)(3). The Foundation is governed by a Board of Directors which oversees its activities.

SOU and the JPR Foundation have "partnered" in a variety of innovative projects which include: the purchase, restoration and operation of the Cascade Theatre in Redding, CA as a non-profit performing arts center and the development of the JPR Broadcast Center and Western States Museum of Broadcasting (WSMB). The relationship between SOU and the JPR Foundation is outlined in several agreements between the respective entities.

Financial and Audit Background

The audit is to be performed on a Peachtree Software general ledger system which is owned and operated by the JPR Foundation, Inc. and which contains all JPR Foundation transactions.  That ledger also includes the detail of several accounts in the Southern Oregon University Financial Information System (FIS) which are monthly posted to the Peachtree ledgers such that the Peachtree system produces a consolidated accounting record of the combined financial activity of the JPR Foundation, Inc. and those Southern Oregon University accounts which are associated with the operation of Jefferson Public Radio.  While Southern Oregon University is the client for the audit, the JPR Foundation will, as a part of the audit, provide its consent to the audit of the Foundation’s ledgers.  The JPR Foundation also operates the Cascade Theatre, a multi-use performing arts venue in Redding, California, and the audit will include a subsection which uniquely provides a statement of that portion of the JPR Foundation’s activities which involve the Cascade Theatre.

Financial records are maintained on a hybrid cash/accrual basis during the year and converted to full accrual at year end. The accounting system is fully automated, using Peachtree Complete Accounting 2005. The payroll function for JPR is managed through Southern Oregon University. The payroll function for the JPR Foundation is contracted with Teamwork H.R. and Staff Payroll, Inc., a professional employer organization located in Redding, CA.

**SCOPE OF WORK**

The Certified Public Accounting firm (Firm) will perform an audit of the JPR's financial statements for fiscal year ending June 30, 2012. The audit will be conducting in accordance with Generally Accepted Auditing Standards set forth by the Corporation for Public Broadcasting (CPB), who has adopted Generally Accepted Governmental Auditing Standards issued by the United States General Accountability Office and the American Institute of Certified Public Accountants.

CPB has published a new edition of Application of Principles of Accounting and Financial Reporting to Public Telecommunications Entities for use by public broadcasters systemwide and by their independent accountants. Located at <http://www.cpb.org/stations/principles/>. this guide outlines Generally Accepted Accounting Principles for Public Broadcasting Stations. The Firm selected will be required to use the CPB Integrated Station Information System to upload the audit report and related files no later than November 30,2012. This audit is conducted to meet the CPB requirements as outlined below:

http ://[www.cpb](http://www.cpb) .ore/stations

<http://www.cpb.org/stations/isis>

<http://www.cpb.org/stations/certification/cert2.html>

**III. MINIMUM COMPLIANCE REQUIREMENTS**

All public telecommunications entities must make the following types of records

available for public inspection:

A. Annual financial reports filed with CPB;

B. Audited statements or other financial statements filed with CPB. These include the  
reports from CPB required audits conducted by independent certified public accountants  
or state-certified independent public accountants, according to the CPB adopted audit  
standards, and the financial statements which CPB may permit to be submitted in lieu of  
such audit reports under certain circumstances; and

C. Other information regarding finances submitted to CPB related to any funding  
agreement with CPB that requires a financial report.

**Deliverables**

Fieldwork for the audit engagement will be completed in August with the final submission of the four deliverable audit documents will be provided to the Director of Finance and Administration no later November 15, 2012. The four deliverable audit documents (all issued in accordance with Generally Accepted Auditing Standards) are as follows:

1. An audit opinion,
2. report on internal controls,
3. and report on compliance, and
4. any applicable management comments

Eight (8) copies of the final audit report shall be submitted to JPR. The audit needs to be completed in its final form no later than November 30th. The Firm will be required to upload the completed audit on CPB's website which is the final step in the completion of CPB's AFR before the November 30, 2012 deadline. **Failure to meet this deadline may result in financial penalties that will be the sole responsibility of auditor.** Included with the audit should be a supplemental schedule of Cascade Theatre revenue and expense activities.

**Communication during the audit and availability of working papers**

• The Firm shall give biweekly progress reports to the Director of Finance and

Administration during the audit process. There shall be immediate notification if fraud is found. Instances of fraud, waste, illegal acts, or indications of such, including all questioned costs, must be covered by separate written report to the Executive Director and the JPR Foundation's Board President.

* The Firm shall participate in an exit interview to review the draft Audit Report and/or Management Letter shall be held with the Executive Director.
* The Firm shall agree to keep the information related to all funds audited, related contracts, and all information obtained in the course of the audit, in strict confidence. Other than reports submitted to JPR, the Firm agrees not to publish, reproduce, or otherwise divulge such information, in whole or in part, in any manner or form, or authorize or permit others to do so, taking reasonable measures as are necessary to restrict information access to those employees on its staff and JPR's staff who must have information on a need-to-know basis.
* The Firm shall retain audit reports and related working papers for a minimum of six (6) years following the conclusion of the audit. Audit documents shall be made available to JPR upon request by an authorized representative.

**Commencement of Work**

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

**Section II - Information Required from Proposers**

**PROPOSAL FORM AND CONTENT**

Submission of a Proposal in response to this RFP certifies that you are willing and able to enter into a contract containing the provisions contained in this RFP. Proposers are responsible for carefully reading all the terms and conditions contained in this RFP, and for following the instructions given. Proposals that do not contain all the information requested in this and other sections may be rejected as non-responsive.

It is expected that all qualified firms responding are thoroughly conversant with, and that work will be performed in conformance with, all applicable federal and state regulatory requirements.

**Submission Format**

1. The Proposal should be written on standard size (8'/4" x 11") paper, using generally accessible word processing and document formats conducive to cut-and-paste transfer of information to contracts or other summary documents. MSOffice Suite documents are preferred. Hard copy proposals should be submitted in ring binders with removable page documents. Spiral bound proposals are discouraged.
2. Proposers should structure responses as outlined in this RFP. Proposals should be prepared so that responses are specifically addressed in the same order as the requested information identified below. Pages should be numbered consecutively and tabs inserted between sections.
3. Submission of the proposal must be in accordance with either Method 1 or 2 under the section titled "Delivery of Proposals." At least one printed copy delivered to SOU must bear **original blue ink signature(s)** of the official(s) authorized to sign the Proposal.

**4.** The Proposal must be signed by an authorized official. The Proposal must also provide  
the name, title, address, phone number and email address for individuals with authority  
to negotiate and contractually bind the contractor, and for those who may be contacted  
for the purpose of clarifying the information provided.

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

**Required Proposal Content**

**1**. You must complete the **Bidder/Proposer Tax Laws and Non-discrimination**

**Certification** sheet, signed in blue ink by an authorized company official.

**2.** The Proposal must also include the following:

a. **Title Page.** The title page should indicate the date, subject, name of the Proposer,  
address, telephone number, e-mail address, name and title of the Proposer's  
contact person.

b. **Offices and Representatives.** A description of the office(s) that will provide  
support, including its geographic location, staffing level, the background,  
experience, and qualifications of personnel. *This information must be listed in a  
specifically identified section of the Proposal.*

c. **Questionnaire.** Complete and specific answers to the Questionnaire for  
Proposers. Please respond by restating each question and thereafter providing  
your answer in order beginning with question 1. Use additional pages as  
necessary.

**3**. **Summary Statement.** The Proposer may, but is not required to, provide a summary  
statement as to its qualifications, as well as briefly describe (no more than 500 words)  
any special considerations SOU should consider.

**EVALUATION CRITERIA**

Proposals must be complete, responsive and appropriate according to the guidelines established in this RFP. Proposals which do not specifically address the scope of work, or which do not provide the information requested in the section titled "Required Proposal Content" may be rejected without further review or evaluation.

**1. Review** **for Responsiveness**

Upon receipt of all Proposals, the Issuing Office or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or unresponsive in part or in whole, it will be rejected and will not be submitted to the evaluation committee. SOU reserves the right to determine if an inadvertent error is solely clerical, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2. Criteria**

Proposals will be evaluated based on the following criteria and questions outlined in the Questionnaire for Proposers:

|  |  |  |
| --- | --- | --- |
| A. | Qualifications | 20 Points |
| B. | Pricing and Fees | 30 Points |
| C. | Design of the Proposal | 30 Points |
| D. | References | 20 Points |
|  | Total Points | 100 Points |

**3. Oral Presentations**

SOU may require an oral presentation by the highest-scoring Proposers, including an interview with key personnel. Any costs of participating in such presentations will be born solely by Proposer and will not be reimbursed by SOU. Points may be adjusted or additional points added based on oral presentations. Oral presentations may be conducted telephonically.

**4. References Review**

Acceptance of a Proposal may be contingent on reference review findings, described in GENERAL PROVISIONS (7). Information provided by references submitted by a Proposer, as well as other references identified by SOU, may prevail in final selection, regardless of preliminary scoring results.

**5. Evaluation Committee**

Proposals will be evaluated by a committee consisting of representatives of the JPR Foundation Executive Committee, SOU Vice President of Finance and Administration, or designee, and the JPR Director of Finance, and other SOU campus or JPR Foundation representatives. The committee's recommendations will be forwarded to the appropriate person at Southern Oregon University for final approval.

**Section III - Questionnaire for Proposers**

Company / Proposer Name:

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: Fax: E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Please submit your responses in order beginning with question #1 by restating the question, then providing your answer. Use additional sheets as necessary. Be specific with names and numbers.**

**A. Qualifications**

1. Describe relevant professional experience of the firm and the staff selected to perform the actual audit duties. Please include resumes and information about special training, education, awards, or any other related information about staff who will perform services under the contract with SOU.
2. Provide work samples (or equivalent) that demonstrates relevant professional experience.
3. Provide proof of appropriate licensure to provide certified public accountant services under this RFP.
4. Has your firm, or individuals of the firm been involved in any litigation or regulatory action surrounding services on which you have provided in the last two years? If so, what is the current status? If it has been resolved, what was the outcome? What steps has your company taken to prevent the same or other type of litigation or regulatory violation from occurring again?

**B. Pricing and Fees**

1. Describe your pricing and fee schedule. Pricing and fee schedules should be on a fixed fee basis, however, SOU requests that the pricing and fee schedules be sufficiently descriptive to facilitate acceptance of a proposal. List the not-to-exceed (NTE) amount you propose for services. Pricing should outline all estimated expenses, such as travel, lodging, printing and mailing, and miscellaneous expenses, which are not separately reimbursable

**C. Proposal Design**

1. Describe your plan, including timelines for meeting the objectives and requirements of the scope of work. In evaluating Proposals, SOU will award points for the following services performed by the Firm: Demonstrated understanding of the scope and intent of the audit, consistency with the overall objectives of the scope of services, comprehensiveness and adequacy of the audit work plan, and concrete benchmarks and a timeline, availability, local presence of staff, and ability to meet the timeline.

**D. References Review**

1. Provide three references and contact information for clients your firm has served in the past three years, including one client that has newly engaged the firm in the past 36 months and one long-term client.

**Section IV - Contract Terms and Required Documents**

**Jefferson Public Radio RFP #2012-03**

**Notice of Interest**

Name of Consultant/Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Check One:

\_\_\_\_\_\_\_\_\_\_\_ Yes, this firm will submit a proposal in response to this RFP. Please forward any addenda to the RFP to my attention.

\_\_\_\_\_\_\_\_\_\_\_ No, this firm does not anticipate submitting a proposal in response to this request.

Comments:

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

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

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address for contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please return this form no later than April 3, 2012 (5:00 pm, PT) to Treasa Sprague, Finance and Administration, Southern Oregon University, 1250 Siskiyou Blvd., Ashland, OR 97520, e-mail [Spraguet@sou.edu](mailto:Spraguet@sou.edu)

**BIDDER/PROPOSER TAX LAWS AND NON-DISCRIMINATION CERTIFICATION**

I have read all of the terms and conditions of this Request for Proposals, and I understand that if awarded the contract, I and the firm represented herein shall be bound by its terms and conditions and representations made in this response.

I, the undersigned, (Check one)

**Certificate of** **Compliance with Tax Laws**

\_\_ hereby certify under penalty of perjury that I am not in violation of any

Oregon Tax laws,

\_\_ hereby certify under penalty of perjury that I am authorized to act on

behalf of Contractor and to the best of my knowledge; Contractor is not in violation of any Oregon tax laws.

For purposes of this certification, Oregon Tax laws are 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 Transit District Self-Employment Tax.

Business Designation (check one):

Corporation Partnership

Governmental/Non-Profit

Limited Liability Partnership

Tax Identification Number:

Sole Proprietorship

Limited Partnership

Limited Liability Company

**Certificate of Non-Discrimination**

I,the undersigned, certify that Contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

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

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

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: (\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: (\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit A

**DEPARTMENT OF HIGHER EDUCATION PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**CONTRACT #2007-15**

This contract is between the State of Oregon, acting by and through its Department of Higher Education,

on behalf of the Southern Oregon University, hereafter called SOU and ,

hereafter called Contractor. SOU's supervising representative for this contract is .

1. **Effective Date and Duration.** This contract shall become effective on **August 1, 2012.** Unless earlier terminated or extended, this contract shall expire on **December 31, 2012.** At the option of SOU, the Contract may be extended up to four (4) additional one (1) year periods, subject to the Contractor's continued successful performance as determined by SOU. Contract expiration shall not extinguish or prejudice SOU's right to enforce this contract with respect to: (i) any breach of a Contractor warranty; or (ii) any default or defect in Contractor performance that has not been cured.
2. **Statement of Work.** Contractor will provide the following personal/professional services: provide an audit of Jefferson Public Radio's (JPR) financial statements, further described in Exhibit A.
3. **Consideration.** SOU agrees to pay Contractor, from available and authorized funds, a sum not to

exceed $ , for accomplishing the work required by this contract. If any interim payments to

Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

1. **Terms and Conditions.** The terms and conditions of this Contract are contained on the following page titled "Department of Higher Education Standard Personal/Professional Contract Provisions."
2. **Travel and Other Expense.** Not allowable under this contract.
3. **Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Personal/Professional Services Contract, Exhibits A, B, C, (RFP#2007-15(Attachment 1) and Contractor's response to RFP#2007-15(Attachment 2)).

**CONTRACTOR DATA AND CERTIFICATION**

**Name (tax filing):**

**Address:**

**Phone No.**

**Fax No.**

**MWESB Certification #:□**

**□** dbe **□** mbe **□** wbe **□** esb

Citizenship, if applicable: Non-resident alien \_YES NO

**Business** Designation: (Check one):

\_ Corporation Partnership Limited Partnership Limited Liability Partnership

\_ Sole Proprietorship Governmental/Non-Profit Limited Liability Company

**Federal Tax ID#:** **SSN#:**

Above payment information must be provided prior to contract approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer ID number submitted. (See

I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31% backup withholding.

**Certification:** I, under penalties of perjury, do hereby certify that (a) the number shown on this form is my correct taxpayer ID (or I am waiting for the number to be issued to me), and (b) I am not subject to backup withholding because (i) I am exempt from backup withholding or (ii) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding. I, the undersigned also (a) agree to perform the work required by Exhibit A in accordance with the terms and conditions (as listed on the attached Exhibit B); (b) certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; (c) certify that I am an independent contractor as defined in ORS 670.600; (d) certify that I am authorized to act on behalf of Contractor; (e) certify the statements contained in Exhibit C attached hereto are true and correct; and (f) understand that SOU has adopted policies applicable to contractors that prohibit sexual harassment and accept that my company and its employees are required to adhere to the Chancellor's Office and/or institution's policy prohibiting sexual harassment in their interactions with members of the Southern Oregon University community.

**CONTRACTOR, SOU AND OTHER SIGNATURES**

**CONTRACTOR The State Board of Higher Education on behalf of Southern Oregon University, SOU**

|  |  |  |  |
| --- | --- | --- | --- |
| **Signature** | **Date** | **Signature** | **Date** |
| **Print Name** |  | **Print Name** |  |

**Title Title**

**Approved to Legal Sufficiency by Attorney General's Office** *(If Required)*

|  |  |
| --- | --- |
| **Signature** | **Date** |
| **Print Name** |  |

**Assistant Attorney General, Title**

**DEPARTMENT OF HIGHER EDUCATION**

**STANDARD PERSONAL/PROFESSIONAL SERVICES CONTRACT PROVISIONS**

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this contract. The Oregon Department of Higher Education, Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** SOU certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of the contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of SOU'S reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this contract. Contractor specifically agrees to comply with all applicable requirements or federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), title VI of the civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If contractor fails or refuses to make any such payments required herein, the appropriate SOU official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **DISCLOSURE OF SOCIAL SECURITY NUMBER.** Contractor must provide Contractors Social Security number unless Contractor provides a federal tax ID number. The number is requested pursuant to ORS 305.385 and OAR 150-305-100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.
6. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute by one and the same instrument.
7. **GOVERNING LAW.** This contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between SOU and Contractor that arises out of or relates to the performance of this contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
8. **HAZARD COMMUNICATION.** Contractor shall notify SOU prior to using products containing hazardous chemicals to which SOU employees may be exposed. Products containing hazard SOU chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon SOU's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.
9. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from the conduct of work under this Contract, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save defend, indemnify, and hold harmless the State of Oregon, the State Board of Higher Education, SOU, their officers, agents, employees, and members from all claims, suits and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this contract, provided that SOU shall provide Contractor with prompt written notice of any such claim, suit, action or proceeding and reasonable assistance, at Contractor's expense, in the defense thereof. Contractor shall have control of the defense and settlement thereof, but neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or 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 the prior written consent of the Oregon Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending its interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.
10. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this contract are those of an independent contractor. Although SOU reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, SOU cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of SOU for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that SOU provides its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this contract. If Contractor is providing personal services as an individual, Contractor: (1) Is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment, (2) Will not be eligible for any Federal Social Security, State Worker's Compensation, unemployment insurance, or Public Employees Retirement System benefits from this contract payment; (3) Is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of SOU; (4) Is not currently employed by the Federal Government and the amount charged does not exceed the normal charge for the type of service provided if payment is to be charged against Federal funds and; (5) Must furnish Form 8233 in duplicate with this contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax. SOU, will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. (Also see Exhibit C.)
11. **INSURANCE.** Contractor shall provide insurance as indicated on Exhibit B, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon, acting by and through SOU and their officers and employees shall be included as an additional insured in said insurance policy. “Continuous claims made “coverage will be acceptable in lieu of “tail” coverage provided its retroactive date is on or before the effective date of this Contract. If “Continuous claims made” coverage is used, Contractor shall be required to keep the coverage in effect for duration of not less than 24 months from the end of the Contract. This will be a condition of the final acceptance of work and services.
12. **LIMITATION OF LIABILITIES.** Except for liability arising under or related to sections 15(A) or 23(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this contact in accordance with its terms.
13. **NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or SOU at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against SOU, such facsimile transmission must be confirmed by telephone notice to SOU's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
14. **OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of the State Board of Higher Education (Board). Board and Contractor intend that such Work Product be deemed "work made for hire" of which Board shall be deemed the author. If for any reason the Work Product is not deemed "work for hire", Contractor hereby irrevocably assigns to Board all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Board may reasonably request in order to fully vest such rights in Board. Contractor forever waives any and all rights relating to the Work Product, including without limitation, and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or

limitation on use or subsequent modifications.

1. **REPRESENTATIONS AND WARRANTIES.** (A) Contractor's Representations and Warranties. Contractor represents and warrants to SOU that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, (5) all computer hardware and software delivered under this Contract will, individually and in combination, correctly process, sequence, calculate all date and date-related data for all dates prior to, through and after January 1,2000, and (6) any software products delivered under this contract that process date or date related data shall recognize, store and transmit date data in a format which explicitly and unambiguly SOU specifies the correct century. (B) Contractor's Limitation of Liability. Contractor's liability with respect to items (5) and (6) above shall not exceed: (1) twice the total contract amount (including any amendments) or (2) $100,000, whichever is greater. (C) Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
2. **SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the Section titled "Effective Date and Duration", and Sections I, 7,9, 12, **14,** 15, 16,21, and 22.
3. **SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
4. **SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this contract, or assign or transfer any of its interest in this contract, without obtaining prior written approval from SOU. In addition to any provisions SOU may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1,9, 14, and 27 as if the subcontractor were the Contractor. SOU's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
5. **SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
6. **TAX COMPLIANCE CERTIFICATION.** Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge Contractor is not in violation of any of the tax laws described in ORS 305.380(4).
7. **TERMINATIONS.** (A) This Contract may be terminated at any time by mutual consent of the parties, or by SOU upon thirty (30) days notice to the other party. (B) In addition, SOU may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by SOU, if (i) Federal or state law, rules, regulations or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or SOU is prohibited from paying for such Work from the planned funding source; or (ii) Any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. (C) This Contract may be so terminated by SOU for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from SOU, fails to correct such failure within ten business days.
8. **TERMINATION DUE TO NONAPPROPRIATION OF FUNDS.** If sufficient funds are not provided in future legislatively approved budgets of SOU (or from applicable Federal, state, or other sources) to permit SOU in the exercise of its reasonable administrative discretion to continue this Contract, or if SOU or the program for which this Contract was executed is abolished, SOU may terminate this Contract without further liability by giving Contractor not less than thirty (30) days notice. In determining the availability of funds from the Oregon Legislature for this Contract, SOU may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.
9. **REMEDIES.** (A) In the event of termination pursuant to Sections 21(A) and (B)(i) and 22, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by SOU, less previous amounts paid and any claim(s) which SOU has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to SOU on demand. (B) In the event of termination pursuant to Sections 21 (B)(ii) or (C), SOU shall **h**ave any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under these subsections, the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 21(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless SOU expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to SOU all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon SOU's request, Contractor shall surrender to anyone SOU designates, all documents, research or objects or other tangible things needed to complete the Work.
10. **NO THIRD PARTY BENEFICIARIES.** SOU and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
11. **TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.
12. **YEAR 2000 COMPLIANCE NOTICE.** In the event Contractor learns or has reason to believe that SOU's computer hardware or software environment fails to use a date format that explicitly specifies century in any date data, Contractor shall promptly advise SOU of such failure.
13. **FOREIGN CONTRACTOR. If** the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
14. **FORCE MAJEURE.** Neither SOU nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, SOU's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
15. **WAIVER.** The failure of SOU to enforce any provision of this Contract shall not constitute a waiver by SOU of that or any other provision.
16. **RECYCLING. In** the performance of this Contract the Contractor shall use, to the maximum extend economically feasible, recycled paper.
17. **WORKER'S COMPENSATION COVERAGE.** All subject employers as defined in ORS 656.027, working under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

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

**EXHIBIT A**

**PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**Contract #**

**Statement of Work**

Contractor shall

**CONSIDERATION:**

**a**. Payment for all work performed under this Contract shall be subject to the provisions of ORS  
293.462 and shall not exceed the total maximum sum of $ .

**b.** Interim payments shall be made to Contractor following Institution's review and approval of billings  
submitted by Contractor. Contractor will also submit copies of other billings for work performed  
under the Contract when such bills are to be paid by other parties. These other billings are not subject  
to the maximum compensation amount set forth above.

**c.** Contractor shall not submit billings for, and Institutions will not pay, any amount in excess of the  
maximum compensation amount set forth above. If this maximum compensation amount is increased  
by amendment of this Contract, the amendment must be fully effective before Contractor performs  
work subject to the amendment. Contractor shall notify SOU's supervising representative in writing  
thirty (30) calendar days before this Contract expires of the upcoming expiration of the Contract. No  
payment will be made for any services performed before the beginning date or after the expiration  
date of this Contract. This Contract will not be amended after the expiration date.

**d**. Contractor shall submit monthly billings for work performed. The **billings shall describe all work  
performed with particularity, by whom it was performed, and shall itemize and explain all  
expenses for which reimbursement is claimed.** The billings shall also include the total amount  
billed to date by Contractor prior to the current invoice. Contractor will specifically note in the  
billing when one-third and two-thirds of the maximum Contract amount, including expense  
reimbursement, has been expended. Billings shall be sent to the supervising representative.

**TRAVEL AND OTHER EXPENSES:** Will not be reimbursed. This is a fixed fee Contract.

**EXHIBIT B INSURANCE**

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

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

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

**2. X Required by SOU □ Not required by SOU.**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than $1,000,000 for each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

**3. X Required by SOU □ Not required by SOU.**

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

**4. □ Required by SOU X Not required by SOU.**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than $1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

1. **Certificates of Insurance.** As evidence of the insurance coverage required by this Contract, the Contractor shall furnish an endorsement from the insurance company naming the State of Oregon, acting by and through the State Board of Higher Education, on behalf of SOU, its officers and employees as additional insureds with respect to the work of this Contract. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.
2. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice (without reservation) from the Contractor or its insureds) to SOU at the following address: SOU Vice President of Finance and Administration, 1250 Siskiyou Blvd., Ashland, OR 97520.

**EXHIBIT C CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

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

**A**. CONTRACTOR IS INDEPENDENT.

Contractor certifies he/she meets the following standards:

1. Registered under ORS Chapter 701 to provide services for which such registration is required.
2. Filed all federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for services performed as an independent contractor in the previous year.
3. Furnish the tools or equipment necessary for the contracted labor or services.
4. Authority to hire and fire employees who perform the labor or services.
5. Represent to the public that the services are to be provided by independently established business as four (4) or more of the following circumstances exist. **Check four or more of the following:**

A. The labor or services are primarily carried out at a location that is separate from my residence

or is primarily carried out in a specific portion of my residence, which is set aside as the

location of the business.  
 B. Commercial advertising or business cards are purchased for the business, or I have a trade

association membership;

C. Telephone listing is used for the business that is separate from the personal residence listing.

D. Services are performed only pursuant to written contracts.

E. Services are performed for two or more different persons within a period of one year.

F. I assume financial responsible for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the services to be provided.

Contractor Signature Date