

REQUEST FOR QUOTE #2024-22
SOUTHERN OREGON UNIVERSITY
Inflation Reduction Act Tax Services

Purpose and Scope

This is a Request for Quote (RFQ), issued by Southern Oregon University (SOU). The purpose of this RFQ is to solicit information from potential service providers to assist SOU leadership with the task of tax services in relation to the Inflation Reduction Act.

Introduction and Background

Southern Oregon University is a public liberal arts and sciences university offering 35 majors, 100 areas of study, and select graduate programs. Designated as the Regional Center for Excellence in the Arts by the Oregon University System, SOU blends career-focused preparation with a student centered approach from a dedicated faculty. Recently cited by the *New York Times* as one of 20 "hidden gems" in higher education, SOU's 175-acre main campus is in Ashland with another campus geared to working students in Medford.

SOU is committed to the values of Diversity, Equity, Inclusion and Sustainability. One of the ways that SOU has memorialized this dedication is through its [Sustainability and Equity in Purchasing Policy](#) and associated [Procedure](#).

This RFQ seeks information that will supplement SOU's exploration of tax services related to the Inflation Reduction Act per the attached Specifications.

Response Information

Vendors wishing to respond to this RFQ should provide the following information:

1. Name and address of company
2. Contact name, phone, and email address
3. Length of time your company has been in business
4. Response to the Inflation Reduction Act Tax Services Specifications attached here to and cost estimate

Attachments

- Attachment A – Inflation Reduction Act Tax Services Specifications
- Attachment B – SOU Standard Terms and Conditions

Project Term

The term for the contract awarded pursuant to this Request for Quote shall be for a period effective from the date of contract execution and extending until completion of the project as detailed herein. SOU, at its sole discretion, may choose to amend any ensuing contract for additional work.

This project will need to commence as soon as possible and be completed by end of each tax year aligned with completion of each project.

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Anticipated Term

It is anticipated that the term of the contract awarded under this RFQ will be for a three (3) year initial term, with the option, in SOU's discretion, to extend the contract for an additional (2) year period, for a total possible contract term of five (5) years. SOU, at its sole discretion, may choose to amend any ensuing contract for additional work.

Response Instructions

Responses to this RFQ must be received no later than March 15, 2024 at 3:00 p.m. P.S.T. to be considered. Responses must be posted or e-mailed to:

Online Submittal Location:

<https://sou.bonfirehub.com/portal>

Email Submissions:

sou-rfp@sou.edu

IMPORTANT NOTICES

Read this RFQ carefully. By submitting a Quote in response to this RFQ, you acknowledge that you have read, understand and agree to comply with all the provisions of this RFQ. SOU may modify this RFQ or make relevant information available to potential Quoters. It is the responsibility of potential Quoters to refer daily to the website <https://sou.bonfirehub.com/portal> to check for any available addenda, responses to clarifying questions, or solicitation cancellations.

All Quotes submitted in response to this RFQ are subject to the provisions and requirements of the applicable Oregon Revised Statutes (ORS) and SOU procurement available at FAD.057 and FAD.058 (available at <https://inside.sou.edu/policies/all-policies.html>).

GENERAL RFQ PROVISIONS

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

2. Informal Procurement: SOU Purchasing Rules, Policies and Guidelines allows SOU to use an "Informal Procurement Process" for all purchases of supplies, equipment, and trade and

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professional services where the cost of the procurement falls within the permissible range established by FAD.058.

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

4. Acceptance of Contractual Requirements: Failure of the selected Quoter(s) 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.

5. Public Records: Quotes are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFQ and one copy of each original Quote received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Quote contains any information that is considered a **TRADE SECRET** under the Oregon Revised Statutes ("ORS") 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING QUOTE AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

"This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

By submitting a Quote in response to this RFQ, Quoters acknowledge and agree that any information not set apart and labeled as described above is not a trade secret under ORS 192.345(2) and may be subject to disclosure under the Oregon Public Records Law. The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance." ORS 192.500(1). Therefore, non-disclosure of documents or any portion of a document submitted as part of a Quote, including those labeled as Trade Secrets, may depend upon official or judicial determinations made pursuant to the Public Records Law.

6. Investigation of References: SOU reserves the right to investigate all references in addition to supplied references and investigate past performance of any Quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and lawful payment of subcontractors and employees. SOU may postpone the award or the execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation.

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Information provided by references may prevail in final selection, regardless of preliminary scoring results.

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

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

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

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

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

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

12. Usage: It is the intention of SOU to utilize the services of the successful Quoter to provide services as outlined below.

13. Sample Contract: Submission of a Quote in response to this RFQ indicates Quoter's willingness to enter into a contract containing substantially the same terms listed in Attachment B, attached hereto, providing the essential terms of an SOU Professional Services Contract. No action or response to the sample contract is required under this RFQ. Any objections to the sample contract terms should be raised in accordance with Paragraph 20 below. **If the selected Quoter will not agree to the SOU standard contract terms or if SOU determines, in its sole discretion, that the selected Quoter will not agree to acceptable contract terms within a reasonable period of time, then SOU may cancel the selection and award the contract to the next highest ranking Quoter.**

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

15. Rejections and Withdrawals. SOU reserves the right to reject any Quotes or to withdraw any item from the award.

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

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

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

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

20. Requests for Clarification and Solicitation Document Protest. Any request for changes or clarifications regarding technical information, procedural requirements, contractual requirements or other issues must be submitted, in writing, and received no later than March 6, 2024, 3:00 pm. SOU's response to any questions will be posted on March 11, 2024. Any request for clarification or protest of the solicitation document(s) or specifications must be submitted in the manner provided for in university policy FAD.057 or FAD.058 (available at <https://inside.sou.edu/policies/all-policies.html>) to:

Online Submittal Location:
<https://sou.bonfirehub.com/portal>

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Email Submissions:

sou-rfp@sou.edu

21. Notice of Intent to Award and Award Protest. SOU will name the apparent successful Quoter in a “Notice of Intent to Award” letter. Identification of the apparent successful Quoter is procedural only and creates no right in the named Quoter to award of the contract. Competing Quoters will be notified by publication of the Notice of Intent to Award on the website <https://sou.bonfirehub.com/portal> of the selection of the apparent successful Quoter and shall be given three (3) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the SOU Service Center and file a written protest of award, pursuant to and within the time required by FAD.057. Any award protest must be in writing and must be delivered by hand delivery, mail or email to: SOU Service Center, 1250 Siskiyou Blvd., Ashland, OR 97520.

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

23. Negotiations. SOU may commence serial negotiations with the highest ranked Quoter or commence simultaneous negotiations with all eligible Quoters. SOU 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 SOU in its sole discretion to be 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 review or execution of the Contract. If a successful contract cannot be negotiated in a timely manner after award, SOU may conclude contract negotiations and rescind its award to that Quoter and return to the most recent RFQ stage to negotiate with another Quoter for award.

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

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

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

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Attachment A

Specifications

SOU is looking to procure tax services in relation to the Inflation Reduction Act 2022. This will specifically be for the direct pay option for clean energy projects to monetize tax credits as well as advice for any further eligible credits where SOU would qualify. Under the Inflation Reduction Act, the direct pay option allows certain non-taxable entities to directly monetize certain tax credits.

The quote must include the following:

- Provision of tax services to file a tax return for a single clean energy project and for multiple clean energy projects. This quote is per clean energy project covers the entire process from pre-filing, determining the tax year and filing tax return. SOU is looking to file for at least 3 clean energy projects in the next 2 tax years. The projects are circa \$600,000, \$900,000 and \$2,300,000. To note, not all of the funding sources for each project e.g. federal funding will be eligible for direct day tax credits. Prefiling will commence in 2024 with filing likely to be in 2024, 2025 and potentially 2026.
- Provision of tax advice on direct pay for all eligible credits to ascertain if there are any other areas where SOU would qualify for direct pay e.g. qualified commercial clean vehicles. We welcome pricing for provision of tax advice per hour and/or per filing.

The vendor must demonstrate familiarity and experience with the direct pay option for tax-exempt and government entities under the Inflation Reduction Act as well as demonstrable experience in this area. We require short resumes/biographies of the person(s) providing the service to SOU.

Vendor will provide their Service Level Agreement listing their RTO and RPO with their submission.

Diversity, Equity, Inclusion and Sustainability

Consideration will be given to Proposers that meet the University's vision and goals for environmental sustainability and social equity.

We invite you to share information on your supplier diversity strategy and/or a copy of your Environmental/Sustainability policy.

Pricing should not be submitted where such pricing is contingent on the university's acceptance of a third party's agreement, including but not limited to third-party cooperative procurement agreements. No third-party financing or assigned leases will be associated with contract.

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Attachment B

GOODS & SERVICES CONTRACT

STANDARD CONTRACT PROVISIONS

- 1. ACCESS TO RECORDS.** Contractor will maintain records, sufficient to accurately document its performance of this Contract. University will have access to such records of Contractor for the purpose of determining compliance with this Contract. Contractor will retain all such records, for a minimum of six years following final payment under or termination of this Contract, or such longer period as may be required by applicable law or to conclude any audit, review, or controversy.
- 2. INDEMNITY FOR INFRINGEMENT CLAIMS.** EXCEPT TO THE EXTENT ARISING FROM MATERIALS PROVIDED TO CONTRACTOR BY UNIVERSITY, WHICH MATERIALS ARE UTILIZED BY CONTRACTOR IN THEIR UNALTERED FORM AND WITHOUT LIMITING THE GENERALITY OF THE INDEMNIFICATION CLAUSE REFERENCED IN THE HOLD HARMLESS SECTION BELOW, CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS UNIVERSITY AND ITS GOVERNING BOARD, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE DELIVERABLES INFRINGE ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY. The indemnity under this Section will not apply to the extent such alleged or actual infringement arises as a result of (i) modifications of such work made by University which were not approved by Contractor, or (ii) Contractor's compliance with any of University's designs, specifications or instructions. In the event that a court of competent jurisdiction determines in a final, non-appealable order that the work is infringing in a manner for which Contractor is obligated to indemnify University pursuant to this Section, Contractor will, at its option, (1) procure for University the right to continue using such infringing work; (2) replace the infringing work with a non-infringing item of like form, fit or function; or (3) modify the work so that it no longer infringes.
- 3. HOLD HARMLESS.** Contractor will be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from any act or omission of Contractor, its subcontractors, agents, or employees. Contractor will indemnify and hold harmless University, its governing board and their directors, officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the acts or omissions of Contractor or its subcontractors, officers, agents, or employees.
- 4. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the Contract either comprehensive general liability insurance with broad form CGL endorsement or commercial general liability insurance with a minimum limit of \$2,000,000 per occurrence and auto liability insurance with a minimum limit of \$2,000,000 per occurrence, each with annual aggregate limit of \$4,000,000. 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. Southern Oregon University, and its governing board, officers and employees shall be included as an additional insured in said insurance policy. If any of the liability insurance is arranged on a "claims made basis," then "tail" coverage will be required at the completion of the Contract for a duration of twenty-four (24) months. University may require that the Contractor furnish the University with certificate(s) of insurance as evidence of insurance coverage before commencing work under the Contract.

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5. INDEPENDENT CONTRACTOR STATUS. The services to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of University for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that University provides for its employees. Nothing in this Contract will be construed to create a partnership, joint venture, franchise, agency, or employment relationship between the Parties. Notwithstanding the generality of the foregoing and for the avoidance of doubt, Contractor will not be working under the direction and control of University, and this Contract is non-exclusive for both parties.

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

7. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants that (1) Contractor has the power and authority to enter into and perform this Contract; (2) The individual signing for Contractor is authorized to execute this Contract on behalf of Contractor; (3) This Contract, when executed and delivered, will be a valid and binding obligation of Contractor, enforceable in accordance with its terms; (4) The work under this Contract will be performed in a good and workmanlike manner and in accordance with the highest professional standards; (5) Contractor will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work; and (6) Contractor's name, as it appears in this Contract, is Contractor's legal name, as it will appear in the Contractor's W-9, and if Contractor is an entity rather than an individual that the entity named in this Contract is validly existing and in good standing. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

8. EQUAL EMPLOYMENT OPPORTUNITY NOTICES. This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

9. TERMINATION. (a) This Contract may be terminated at any time by mutual written consent of both Parties. (b) University may at its sole discretion terminate this Contract in whole or in part upon 30-days' written notice to Contractor. (c) University may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by University if: (i) federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that any Deliverables or services to be provided by Contractor under this Contract are no longer allowable or appropriate for purchase by University or are no longer eligible for the funding proposed for payment authorized by this Contract; (ii) any license or certificate required by law or regulation to be held by Contractor to provide

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Deliverables under this Contract is denied, revoked, or not renewed for any reason; (iii) if Contractor becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by Contractor; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably to Contractor within ninety (90) calendar days. (d) University may terminate by written notice of default (including breach of contract) to Contractor the whole or any part of this Agreement if: (i) Contractor fails to provide services called for by this Agreement within the time specified in this Agreement or any extension of this Agreement; or (ii) Contractor fails to perform any of the other provisions of this Agreement, or fails to pursue the Work so as to endanger performance of this Agreement in accordance with its term and, after receipt of written notice from University, fails to correct such failures within 10 days or such longer period as University may determine at University's sole discretion. In addition to the right to terminate, in the event of a default by Contractor under this section, University will have all other rights and remedies at law or in equity.

10. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS. University may terminate this Contract upon written notice to Contractor if it has not: (a) Received from the Oregon Legislative Assembly appropriations, limitations or expenditure authority, or (b) Received allotments from the Higher Education Coordinating Commission or allotments pursuant to ORS Chapter 291, sufficient to allow University, in the exercise of its reasonable administrative discretion, to pay the amounts of this Contract.

11. REMEDIES. (a) In the event of termination pursuant to Section 9(b), 9(c)(i), or 10, Contractor's sole remedy will be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by University, less previous amounts paid and any claim(s) which University has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor will pay any excess to University upon demand. (b) In the event of termination pursuant to Sections 9(c)(ii) or (d), University will have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under these subsections, the rights and obligations of the Parties will be the same as if the Contract was terminated pursuant to Section 9(b). (c) Upon receiving a notice of termination of this Contract, Contractor will immediately cease all activities under this Contract, unless University expressly directs otherwise in writing. Upon termination, Contractor will deliver to University all Work Product, documents, information, works-in-progress and other materials that are or would be deliverables or otherwise the property of University had the Contract been completed. Upon University's request, Contractor will surrender to anyone University designates, all documents, research or objects or other tangible things needed to complete the work.

12. SUBCONTRACTS AND ASSIGNMENTS. Notwithstanding any other reference to subcontractors in this Contract, Contractor will not subcontract, assign, or transfer any of its interest in this Contract without obtaining prior written approval from University, which consent may be withheld by University in its discretion. As a condition to requesting prior written approval, Contractor must provide a written copy of any such proposed assignment or subcontract to University. University's consent to any assignment or subcontract will not relieve Contractor of any of its duties or obligations under this Contract. Any assignment or subcontract in contravention of this Section will be null and void.

13. CONFLICT OF INTEREST. Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner with or prohibit Contractor's full performance of this Contract. Contractor also covenants that in the performance of this Contract no person

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having any such interest will be employed. Contractor further covenants that its performance of this Contract will not cause any employee or volunteer of University to violate ORS Chapter 244.

14. LIMITATION OF LIABILITIES. UNIVERSITY WILL NOT BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES UNDER THIS CONTRACT, OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

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

16. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the Parties or notices to be given under this Contract will be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or University at the address or number set forth on the first page of this Contract, or to such other addresses or numbers as the Parties may from time to time direct in writing. Any communication or notice so addressed and mailed will be deemed to be given five days after mailing. Any communication or notice delivered by facsimile will be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against University, such facsimile transmission must be confirmed by telephone notice to University's supervising representative. Any communication or notice by personal delivery will be deemed to be given when actually delivered.

17. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way affect the meaning or interpretation of this Contract.

18. COMPLIANCE WITH APPLICABLE LAW. Contractor will comply with all applicable federal, state, and local laws, ordinances, regulations, and University policies. Contractor also agrees to comply with all applicable laws prohibiting discrimination on the basis of race, color, sex, national origin, religion, age, sexual orientation, gender identity, status as a veteran, or disability.

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

20. GOVERNING LAW; JURISDICTION; VENUE. This Contract will 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 University and Contractor will be brought and conducted solely and exclusively within a Circuit Court located in Jackson County, Oregon. However, if any claim, action, or suit must be brought in a federal forum, it will be brought and conducted exclusively in the United States District Court for the District of Oregon. In no event will any part of this Contract be construed as a waiver by University of its sovereign and governmental immunities. BY EXECUTION OF THIS CONTRACT, CONTRACTOR CONSENTS TO IN PERSONAM JURISDICTION OF SUCH COURTS.

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

22. PAYMENT. Payment for completion of State of Oregon public university contracts is normally made within 30 days following the date the entire order is delivered and accepted or the date the invoice

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is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to a maximum rate of two-thirds of one percent per month on the outstanding balance (ORS 293.462).

23. RECYCLED PRODUCTS. Unless expressly otherwise provided for in this Contract, all paper products will be sourced from mills using elemental chlorine-free processes and contain a minimum of 30% post-consumer waste.

24. HAZARD COMMUNICATION. Contractor will notify University prior to using products containing hazardous chemicals to which University employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules Chapter 437.

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

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

27. INSPECTIONS. Goods furnished under this Contract shall be subject to inspection and test by the University at times and places determined by it. If it finds goods furnished to be incomplete or not in compliance with bid specifications, the University may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the University, the University may cancel the order in whole or in part.

28. SURVIVAL. All provisions of this Contract that would reasonably be expected to survive its termination will do so.

29. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with law, the validity of the remaining terms and provisions will not be affected. The Parties agree to attempt to substitute for any illegal or unenforceable provision a valid one that achieves the economic, legal and commercial objectives of the unenforceable provision to the greatest extent possible.

30. SUCCESSORS IN INTEREST. This Contract will be binding upon and will inure to the benefit of the Parties, and their respective successors and assigns.

31. ECONOMIC OPPORTUNITIES. Contractor will, when applicable, have made good faith efforts to work with or obtain materials to be used in performing the Contract from minority-owned, women-owned, and emerging small business enterprises.

32. FOREIGN CORRUPT PRACTICES. Contractor shall comply with all applicable laws relating to anti-corruption or anti-bribery, including, but not limited to, the requirements of the Foreign Corrupt Practices Act of 1977, as amended, (FCPA) (15 U.S.C. §§78dd-1, et. seq.), regardless of whether contractor is within the jurisdiction of the United States. Contractor shall not, either directly or indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from the University to a public official or any person in violation of the FCPA and/or in violation of any applicable local laws relating to anti-corruption or anti-bribery.

33. FEDERAL PROVISIONS. If this Contract is federally funded in whole or in part, Contractor must comply with all applicable provisions of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Further, if Federal Funding Accountability and Transparency Act (FFATA) applies, Contractor is required to submit certain information to University. If Contractor fails to timely submit such required information, University reserves the right to

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cancel this Contract or, if work has been performed, withhold payment until such required submittals have been received.

34. EXCLUSIVITY. University is not bound by exclusivity provisions.

35. DUAL PAYMENT. Contractor will not be compensated by any other party for work under this Contract.

36. NO THIRD PARTY BENEFICIARIES. University 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 will be construed to give any benefit or right, whether directly or indirectly, to third persons unless such persons are individually identified by name and expressly described in this Contract as intended beneficiaries.

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

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

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

40. FORCE MAJEURE. Neither University nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, public emergencies, or other acts of political sabotage, or war where such cause was beyond, respectively, University or Contractor's reasonable control. Contractor will, however, make all reasonable efforts to remove or eliminate such cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of the Contract. **WAIVER.** The failure of University to enforce any provision of this Contract will not constitute a waiver by University of that or any other provision.

41. WAIVER. The failure of University to enforce any provision of this Contract will not constitute a waiver by University of that or any other provision.

42. ATTACHMENTS. All attachments, addenda, schedules and exhibits which are referred to in this Contract are incorporated in this Contract.

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

44. ACCESSIBILITY REQUIREMENTS. Contractor will conform to all applicable Web standards and Web accessibility, specifically WCAG 2.0 (Level A).

45. CONFIDENTIAL INFORMATION. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to University or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of University and of State ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information

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to third parties or use Confidential Information for any purposes whatsoever other than in the performance of the Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor agrees that Contractor will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Contract, or at University's request, Contractor will turn over to University all documents, papers and other material in Contractor's possession which contain Confidential Information.

46. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT. Contractor agrees to protect confidentiality of student information and to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing regulations, specifically 20 U.S.C. 1232g and 34 C.F.R. § 99.1 et seq., with respect to any redisclosure of personally identifiable information from education records obtained from the University.

47. AMBIGUITIES. Each party has participated fully in the review and revision of this Contract and neither party shall be considered the "drafter" for the purposes of any rule of construction that might cause any provision to be construed against the drafter of the Contract.

48. OREGON PUBLIC RECORDS LAW. Contractor hereby acknowledges that any information it discloses to University, any duty of the University to maintain the confidentiality of such information, or any duty of the University to destroy records upon completion of use, is subject to the provisions of the Oregon Public Records law.

49. EXECUTION AND COUNTERPARTS. This Contract may be executed in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Contract), each of which will be considered an original and all of which together will constitute one and the same Contract.

50. ORDER OF PRECEDENCE. These Terms and Conditions are for the provision of goods or services to the University. University Standard Terms and Conditions are referenced in the Purchase Order (PO) or any associated contract incorporating these Terms and Conditions. In the event of a conflict between these Terms and Conditions and such PO or contract, these Terms and Conditions take precedence, unless otherwise required by law or a provision is expressly excluded in the associated PO or contract by precise and specific reference to such provision. Whenever possible all Terms and Conditions are to be integrated. By signing this Contract, the Contractor agrees that, in the event of a conflict, all the terms and conditions of this PSC superseded all preprinted Terms and Conditions on any forms used by the Contractor.

51. TAX COMPLIANCE CERTIFICATION: By signature on the Contract, the authorized representative of the Contractor, as required by ORS 305.385(6), hereby certifies, under penalty of perjury, that the Contractor is not, to the best of the undersigned's knowledge, in violation of any Oregon tax laws. For purposes of this certification, "Tax" means a state tax imposed by ORS 403.200 to 403.250 and 320.005 to 320.150 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Department of Revenue under ORS 305.620.