



**REQUEST FOR PROPOSAL
No. RFP NO.JD175938P**

Managed Print Services

PROPOSAL DUE DATE AND TIME

October 6th, 2015 (4:00 PM, PT)

SUBMITTAL LOCATION

Oregon State University
Procurement, Contracts and Materials Management
644 SW 13th Avenue
Corvallis, Oregon 97333

OSU Procurement, Contracts and Materials Management Offices are open Monday through Friday 8:00 am-12:00 noon and 1:00 pm-5:00 pm.
Offices are closed during the 12:00 noon-1:00 pm lunch hour.

ELECTRONIC SUBMITTAL ADDRESS

bids@oregonstate.edu

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date September 11th, 2015
- Deadline for Requests for Clarification or Change September 29th, 2015 (4:00 pm, PT)
- Proposal Due Date and Time October 6th, 2015 (4:00 pm, PT)

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

1.02 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will not be held.

1.03 ISSUING OFFICE

The Procurement, Contracts and Materials Management (PCMM) department of Oregon State University ("OSU") is the issuing office and is the sole point of contact for this Request for Proposal. Address all concerns or questions regarding this Request for Proposal to the Administrative Contact identified below.

1.04 ADMINISTRATIVE CONTACT

Name: Joshua Dodson
Title: Procurement Contracts Officer
Telephone: 541-737-3572
Fax: 541-737-2170
E-Mail: Joshua.dodson@oregonstate.edu

1.05 DEFINITIONS

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

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
- b. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- c. 'Key Person' is an individual whose special qualifications and involvement in Contractor's performance of services form part of the basis of agreement between the parties for this Contract and is an individual through whom the Contractor shall provide to OSU the expertise, experience, judgment, and personal attention required to perform services. The key person is the vendors account representative. The single point of contact for all contractual, service and billing related issues. If the key person leaves the company or is pulled from the contract the vendor MUST receive written approval from OSU on the replacement of this individual.
- d. "Proposal" means an offer, binding on the Proposer and submitted in response to a Request for Proposal.
- e. "Proposer" means an entity that submits a Proposal in response to a Request for Proposal.
- f. "Proposal Due Date and Time" means the date and time specified in the Request for Proposal as the deadline for submitting Proposals.
- g. "Request for Proposal" (RFP) means a Solicitation Document to obtain Written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract when price will not necessarily be the predominant award criteria.
- h. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OAR 580-061-0130.
- i. "Responsive" means a Proposal that has substantially complied in all material respects with the criteria outlined in the Request for Proposal.
- j. "Written or Writing" means letters, characters, and symbols that are intended to represent or convey particular ideas or meanings and are made in electronic form or inscribed on paper by hand, print, type, or other method of impression.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION

Procurement, Contracts and Materials Management is seeking Responsive Responsible Proposers to submit Proposals for Managed Print Services (MPS) at Oregon State University. OSU intends to contract for MPS for an initial term of five (5) years (60 months) with one (1) additional five (5) year option for renewal. Total potential contract duration is 10 years.

2.02 BACKGROUND

Oregon State University has a large number of printers and multi-function devices which require management services. Approximately 287 of our printers around the Corvallis, OR campus could benefit from these services. OSU is seeking a solution which includes preventative maintenance and toner resupply.

2.03 OREGON STATE UNIVERSITY

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

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in almost every one of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, masters and doctoral degrees through 12 academic colleges enrolling more than 26,000 students from every county in Oregon, every state in the country and more than 90 nations.

3.0 SAMPLE TERMS AND CONDITIONS & STATEMENT OF WORK

3.01 SAMPLE TERMS AND CONDITIONS

Sample contractual terms and conditions are included at Exhibit A.

3.02 STATEMENT OF WORK – REQUIRED ELEMENTS

- a. Locked in pricing for base term of the contract (anticipated to be 5 years).
- b. No monthly minimum volume requirements.
- c. Individual printers can be enrolled and removed throughout the life of the contract
- d. High-quality Original Equipment Manufacturer (OEM) toner must be supplied for all printers in contract.
- e. On-site response time of 4 Hours to the Oregon State University Corvallis, Oregon campus.
- f. Preventative maintenance including a thorough unit cleaning on every scheduled visit.
- g. Quarterly business reviews.
- h. Reporting services that include:
 - o Service Performance
 - o Device Utilization
 - o Cost Burden Analysis
- i. Remote device monitoring.
- j. Predictive toner replacement.
- k. Empty cartridge return and recycling.
- l. Proposed rates must include parts and labor for all repairs.
- m. Minimum 85% first visit fix rate (equipment repairs do not require a second visit from a technician).
- n. Provide OSU with a 'Key Person.' See Section 1.05 'Definitions' for more details.

3.02 STATEMENT OF WORK – ADDITIONAL PREFERRED ELEMENTS

OSU will award additional points for Proposers able to meet the additional preferred statement of work elements listed below.

- a. Full-time onsite representative available during business hours 8am – 5pm PST.
- b. Billing system were B&W pages with a small percentage of Color would still be billed as B&W
- c. Ability to recognize blank pages and eliminate them from the volume count
- d. Ability to provide comparable service to OSU extension campuses in Newport, OR and Bend, OR
- e. On-site Response Time of 24 hours for extended campuses in Newport, OR and Bend, OR.
- f. Toner Installation

4.0 PROPOSER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS

In order to qualify as a Responsive Proposer, the Proposer needs to meet the minimum qualifications below.

- a. Demonstrated experience in providing Managed Print Services

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF PROPOSALS

Submit one (1) electronic or hard copy via any of the methods detailed in the section below titled SUBMISSION. If submitting via hard copy, include one (1) electronic copy (PDF format) of Proposal on CD/DVD/flash drive. Proposals should contain original signatures on any pages where a signature is required (in the case of electronic submissions, either electronic signatures or scans of hand-signed pages should be included). Proposals should contain the submittals listed in this section below.

5.02 REQUIRED SUBMITTALS

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it will cause the Proposal to be deemed non-Responsive.

Proposers must submit the following information:

- Description of how the goods or services offered specifically satisfy the sample terms and conditions and Statement of Work described in section 3.
- Detailed information about how the Proposer meets the qualifications described in section 4.
- Exhibit B: Certifications, fully completed.
- Exhibit C: References, fully completed.
- Exhibit D: Complete and itemized pricing of the goods or services requested.
- Exhibit E: Service Level Questionnaire Section 1 'Minimum Statement of Work Qualifications'

5.03 OPTIONAL SUBMITTALS

Proposers may submit the following information:

- Exhibit E: Service Level Questionnaire Section 2 'Preferred Statement of Work Qualifications.'

6.0 EVALUATION

6.01 EVALUATION

The stages of review and evaluation are as follows:

- a. Determination of Responsiveness:

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

b. First Stage Evaluation:

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

OSU reserves the right to ask follow-up questions of Proposers during first stage evaluations. The questions will be for the purpose of clarification of information already contained in submittals and not be an opportunity to submit additional documentation or change existing documentation.

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, Written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers, or an award may be made directly without notice of intent in those instances of a single Responsive Proposer.

c. Second Stage Evaluation:

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

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

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

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. If a second stage evaluation of all Proposers does not produce an award that is in OSU's best interest, OSU may return to the first stage evaluation to advance additional Proposers to a second stage evaluation.

d. Additional Stages of Evaluation:

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

6.02 EVALUATION CRITERIA

Points will be given in each criteria and a total score will be determined. The maximum points available for RFP NO.JD175938P - Print Management Services

each criterion are identified below.

<u>Evaluation Criteria</u>	<u>Points</u>
Proposal relative to the required statement of work elements	50
Proposal relative to the preferred statement of work elements	20
Price of the goods or services	30
Total	100

Pricing Calculation:

The Proposal that contains the lowest price to OSU shall receive the maximum number of price points.

Total vendor price shall be calculated as follows:

Calculation per row:

Unit Quantity x Cost Per Impression (B&W)

+

Unit Quantity x Cost Per Impression (Color)

Sum of all row totals = Total Proposed Cost

Point Allocation based on Pricing:

Proposer A's total pricing is (the lowest) \$500

Proposer A is awarded 30 price points (the maximum)

All other Proposers shall receive price points relative to the low price on a percentage basis.

For Example:

Proposer B: \$550 $(500/550) \times 30 = 27$ points Proposer B is awarded 27 price points

Proposer C: \$700 $(500/700) \times 30 = 21$ points Proposer C is awarded 21 price points

6.03 NEGOTIATIONS

OSU may commence serial negotiations with the highest ranked Proposer or commence simultaneous negotiations with all Responsive Proposers within the competitive range. OSU may negotiate:

- a. The statement of Work;
- b. The Contract price as it is affected by negotiating the statement of Work; and
- c. Any other terms and conditions as determined by OSU.

6.04 INVESTIGATION OF REFERENCES

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

6.03 CONTRACT AWARD

Contract will be awarded to the Proposer who, in OSU's opinion, meets the requirements and qualifications of the RFP and whose Proposal is in the best interest of OSU. If a successful Contract cannot be completed after award, OSU may conclude contract negotiations, rescind its award to that Proposer, and return to the most recent RFP evaluation stage to negotiate with another Proposer(s) for award.

7.0 INSTRUCTIONS TO PROPOSERS

7.01 APPLICABLE STATUTES AND RULES

RFP NO.JD175938P - Print Management Services

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

7.02 COMMUNICATIONS DURING RFP PROCESS

In order to ensure a fair and competitive environment, direct communication between OSU employees other than the Administrative Contact or other PCMM representative and any party in a position to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP process or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Proposer(s) not selected for award ends with the conclusion of the protest period identified in OAR 580-061-0145(3) and for Proposers(s) selected for award ends with the contract execution. This restriction does not apply to communications to other OSU employees during a Pre-Proposal conference or other situation where the Administrative Contact has expressly authorized direct communications with other staff. A Proposer who intentionally violates this requirement of the RFP process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Proposal rejected due to failing to comply with all prescribed solicitation procedures. The rules governing rejection of individual solicitation responses and potential appeals of such rejections are at OAR 580-061-0130.

7.03 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Proposals are based on equivalent products, indicate in the Proposal form the manufacturers' name and number. Proposers shall submit with their Proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the RFP.

7.04 REQUESTS FOR CLARIFICATION OR CHANGE

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

7.05 ADDENDA

Only documents issued as Written Addenda by PCMM serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. Addenda will be publicized on the OUS procurement website. Proposers are advised to consult the OUS procurement website prior to submitting a Proposal in order to ensure that all relevant Addenda have been incorporated into the Proposal. Proposers are not required to submit Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by Addenda into their Proposal. Failure to do so may make the Proposal non-Responsive, which in turn may cause the Proposal to be rejected.

7.06 PREPARATION AND SIGNATURE

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

7.07 PUBLIC RECORD

Upon completion of the Request for Proposal process, information in all Proposals will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2),

may be exempt from disclosure. If a Proposal contains what the Proposer considers a “trade secret” the Proposer must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

7.08 SUBMISSION

Proposals must be received in the PCMM office no later than the Proposal Due Date and Time; it is the Proposer’s responsibility to ensure that the Proposal is received prior to the Proposal Due Date and Time indicated in this RFP, regardless of the method used to submit the Proposal. Proposals may be submitted via the following method(s):

- 1) Electronic copy in PDF format included as attachment(s) in an e-mail sent to bids@oregonstate.edu. The e-mail subject line should contain the RFP No. and RFP title. Only those Proposals received at this e-mail address by the Due Date and Time will be considered Responsive; do not e-mail a copy of the Proposal to any other e-mail address. Proposals submitted directly to the Administrative Contact e-mail address will NOT be considered Responsive. It is highly recommended that the Proposer confirms receipt of the email with the Administrative Contact noted above or by calling 541-737-4261. The Administrative Contact may open the e-mail to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Proposal, or address the overall Responsiveness of the Proposal.
- 2) Hard copy in a sealed package or envelope dropped off in person or delivered to the submittal location listed on the Request for Proposal cover sheet. The package or envelope should be addressed to the Administrative Contact. It is highly recommended that the Proposer confirms receipt of the Proposal with the Administrative Contact prior to the Proposal Due Date and Time.

All Proposals, including those submitted through electronic methods (if allowed), must contain Written signatures indicating intent to be bound by the offer. If the Proposer submits multiple versions of the Proposal via different methods and does not explicitly direct OSU as to which version to use, OSU will determine which version of the Proposal will be used for evaluation.

7.09 MODIFICATION

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

7.10 WITHDRAWALS

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

7.11 LATE SUBMITTALS

Proposals and Written notices of modification or withdrawal must be received no later than the Proposal Due Date and Time (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office must be no later than the Proposal Due Date and Time). OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OAR 580-061-0120. Sole responsibility rests with the Proposer to ensure OSU’s receipt of its Proposal prior to the Proposal Due Date and Time. OSU shall not be responsible for any delays or misdeliveries caused by common carriers or by transmission errors, malfunctions, or electronic delays. Any risks associated with physical delivery or electronic transmission of the Proposal are borne by the Proposer.

7.12 PROPOSAL OPENING

Proposals will be opened immediately following the Proposal Due Date and Time at the Submittal Location.

Proposer may attend the Proposal opening. Only the names of the Proposers submitting Proposals will be announced. No other information regarding the content of the Proposals will be available.

7.13 PROPOSALS ARE OFFERS

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

7.14 CONTINGENT PROPOSALS

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

7.15 RIGHT TO REJECT

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

7.16 AWARDS

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

7.17 LEGAL REVIEW

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

7.18 PROPOSAL RESULTS

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

7.19 PROPOSAL PREPARATION COST

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

7.20 PROPOSAL CANCELLATION

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

7.21 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Proposer who feels adversely affected or aggrieved may submit a protest within three (3) business days after OSU issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Request for Proposal number and title. The rules governing protests are at OAR 580-061-0145.

EXHIBIT A
TERMS AND CONDITIONS

These Standard Terms and Conditions for Services shall govern the purchase by OSU from the Contractor and shall replace and supersede any terms and conditions presented by Contractor or any sales quotations, order acknowledgements, or similar forms unless otherwise specified in the Solicitation Documents or on the face of the Purchase Order issued by OSU.

1. DEFINITIONS:

As used in this Contract, the terms set forth below are defined as follows:

- a. "Contract" means only the documents listed below, which, in the event of any conflicts among them, must be interpreted in the following order of precedence:
 - i. The Solicitation Document and its Attachments and Addenda, if any; and
 - ii. The Purchase Order Issued by OSU
- b. "Contractor" means a person or organization with whom OSU has contracted for the provision of services pursuant to this Contract;
- c. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from Contractor's performance of this Contract;
- d. "OAR" means the Oregon Administrative Rules;
- e. "ORS" means the Oregon Revised Statutes;
- f. "OSU" means the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Oregon State University.
- g. "Solicitation Document" means the Request for Quotes, Invitation to Bid, Request for Proposals, or any other written document issued by OSU that outlines the required specifications necessary to submit a responsive quote, bid, proposal, or any other response;

2. ACCEPTANCE OF SERVICES:

Services furnished under this Contract are subject to acceptance by OSU. If OSU finds services furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the services, require Contractor to correct any defects without charge, or negotiate with Contractor to reduce the price, whichever OSU deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may reject the services and cancel the Contract in whole or in part.

3. 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. OSU, the Oregon State Board of Higher Education, Oregon Secretary of State, federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for OSU's review for at least six years beyond the Term of the Contract unless OSU authorizes a shorter period in writing. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU.

4. AFFIRMATIVE ACTION:

Pursuant to OAR 580-061-0030, Contractor certifies that Contractor has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

5. APPLICABLE LAW; JURISDICTION AND VENUE.

- a. This Contract is governed and shall be construed in accordance with the laws of the State of Oregon, without resort to any other jurisdiction's conflict of law rules or doctrines. Any claim, action, or suit between OSU and Contractor that arises out of or relates to performance of this Contract must be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon.
- b. Notwithstanding the foregoing paragraph, if a claim must be brought in federal forum, it must be brought and adjudicated solely and exclusively in the United States District Court for the District of Oregon. This paragraph applies to a claim brought against OSU only to the extent Congress has validly abrogated OSU's sovereign immunity and is not consent by OSU to be sued in federal court. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.
- c. Except as set forth in the paragraph above, the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

6. ASSIGNMENT/SUBCONTRACT/SUCCESSORS:

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

7. COMPLIANCE WITH APPLICABLE LAW:

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

8. CONFIDENTIALITY:

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

9. EXPORT CONTROL:

Contractor acknowledges that OSU has students and faculty who are foreign nationals who may work with the services, product or technology received from Contractor pursuant to this Contract. Contractor represents that it has informed OSU in writing, prior to executing this Contract if it is providing OSU any product or technology subject to the U.S. Export Administration Act of 1979, the Export Administration Regulations and the International Traffic in Arms Regulations, and if so, under what Commerce Control List number(s) or U.S. Munitions List number(s) it is controlled.

10. FORCE MAJEURE:

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

11. GOVERNMENT EMPLOYMENT STATUS:

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

12. INDEMNITY, RESPONSIBILITY FOR DAMAGES:

- a. 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, any willful or negligent act or omission of Contractor, its subcontractors, or employees under this Contract. Contractor shall save, defend, indemnify, and hold harmless OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees from all claims, suits, and actions resulting from or arising out of the willful or negligent acts or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract.
- b. Without limiting the generality of this section a., Contractor expressly agrees to defend, indemnify, and hold OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses and damages arising out of or related to any claims that the services or any other tangible or intangible goods delivered to OSU by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or OSU's use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that OSU shall provide Contractor with prompt written notice of any infringement claim.
- c. Contractor shall have control of the defense and settlement of any claim that is subject to a. or b.; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of

Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

13. INDEPENDENT CONTRACTOR STATUS:

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

14. INSURANCE:

Contractor shall secure at its own expense and keep in effect during the term of this Contract general liability or professional liability insurance as deemed applicable by OSU with limits of not less than four million dollars (\$4,000,000) aggregate, unless otherwise specified in writing by OSU. Insurance policies are to be issued by an insurance company authorized to do business in the State of Oregon with a rating of A or better, or as deemed acceptable by OSU. If requested, Contractor shall provide proof of insurance of said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration commiserate with the statute of limitations for tort claims in Oregon.

15. INVOICES AND PAYMENT TO CONTRACTOR:

Contractor shall send invoices to OSU for services accepted by OSU to OSU's Department at the address specified in the Purchase Order. Contractor shall include in each invoice:

- a. The Purchase Order number;
- b. The quantity of goods ordered, the quantity of goods delivered, the date goods were delivered, the price per unit;
- c. A detailed description of any services performed, the dates services were performed, the rate or rates for services performed, and the total cost of services; and
- d. The total amount due and the payment address.

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

16. NOTICE:

Unless otherwise specified, any notice pursuant to this Contract shall be validly given if in writing and given to the other party, via e-mail, fax, or by registered or certified mail, postage prepaid, to the respective addressees of Contractor and OSU.

17. ORIGINAL WORKS:

All inventions, discoveries, work of authorship, trade secrets or other tangible or intangible items and intellectual property rights created by Contractor pursuant to this Contract, including derivative works and compilations, together the "Work Product", and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of OSU. OSU and Contractor agree that such original works of authorship are "work made for hire" of which OSU is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to this Contract is not "work made for hire," Contractor hereby irrevocably assigns to OSU any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon OSU's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in OSU. Contractor forever waives any and all rights relating to original Work Product created pursuant to this Contract, 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.

In the event that Work Product created by Contractor under this Contract is a derivative work based on Contractor intellectual property, or is a compilation that includes Contractor intellectual property, Contractor hereby grants to OSU an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor intellectual property employed in the Work Product, and to authorize others to do the same on OSU's behalf. In the event that Work Product created by Contractor under this Contract is a derivative work based on third party intellectual property, or is a compilation that includes third party intellectual property, Contractor shall secure on OSU's behalf and in the name of OSU an

irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the third party intellectual property employed in the Work Product, and to authorize others to do the same on OSU's behalf.

18. OSU NAME AND TRADEMARK:

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

19. PARKING:

Contractors doing business on the OSU campus may be required to have a permit to park, if utilizing restricted street parking or parking lots. Contractor parking permits may be picked up from OSU's Office of Transit & Parking Services.

20. RECYCLABLE PRODUCTS:

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

21. REMEDIES FOR CONTRACTOR'S DEFAULT:

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

22. RETIREMENT SYSTEM STATUS:

Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

23. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION:

Services supplied under this Contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division. Contractor shall notify OSU prior to using products containing hazardous chemicals to which OSU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

24. SEVERABILITY:

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

25. SEXUAL HARASSMENT:

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

26. SURVIVAL:

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

27. TAX COMPLIANCE CERTIFICATION:

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

28. TERMINATION:

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive sufficient legislative appropriations (or from applicable federal, state, or other sources) to permit OSU, in the exercise of its reasonable administrative discretion, to fulfill its obligations under this Contract, or if the OSU program for which this Contract was executed is abolished. This Contract may also be terminated by OSU for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms and conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. The rights and remedies of OSU provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

29. THIRD PARTY BENEFICIARY:

OSU and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties.

30. WAIVER:

Failure of OSU to enforce any provision of this Contract will not constitute a waiver or relinquishment by OSU of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

31. WORKERS' COMPENSATION:

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

32. MERGER:

THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, 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. ANY SUCH AMENDMENT, CONSENT, OR WAIVER IS EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

[Remainder of this page left intentionally blank]

**EXHIBIT B
CERTIFICATIONS**

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

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the Proposer, to the best of the undersigned's knowledge, is not in violation of any tax laws described in ORS 305.380(4).

SECTION II. AFFIRMATIVE ACTION

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

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

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

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

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

- agrees
- disagrees

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

Authorized Signature: _____ Date: _____

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

Title: _____ Fax:(_____) _____

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

Company: _____

Address, City, State, Zip: _____

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

Business Designation (check one):

- Corporation
- Partnership
- LLC
- Sole Proprietorship
- Non-Profit

**EXHIBIT C
REFERENCES**

REFERENCE 1

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

REFERENCE 2

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

REFERENCE 3

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

**EXHIBIT D
PRICING**

Please provide use rate unit pricing for the printer and multi-function units listed below. Pricing should be firm fixed price and not fluctuate based on quantity. This is just a list of POTENTIAL units that may be added to a Management Print Services contract. As mentioned in the 3.01 Statement of Work – Required Elements, OSU reserves the right to add or remove individual printers from the contract at any time.

Printer Make/Model	Qty.	Location	Cost per Impression OEM Toner and Ink	
			B&W	Color
HP LJ4250	1	ALS 4159		
HP LJ5200	1	Nash 110		
HP LJ5200	1	WITH 065		
HP 9050dn	3	VLIB 2750		
HP M806	1	VLIB 2750		
Xerox Phaser 7800	1	VLIB 2750		
HP 9050dn	1	Wald 114		
HP 9050dn	7	Beth Ray		
HP LJ4350	1	Callahan 125		
HP M601	1	Waldo 326		
HP LJ4015	4	ILLC		
HP M601	1	West 115		
HP 9050dn	1	Kidder 028		
HP 9050dn	1	Kidder 033		
HP 9050dn	1	Milne 201		
HP 9050dn	4	Milne 150		
HP 9050dn	2	Weniger 222		
HP 9050	1	Austin 200		
HP 4700dtn	2	Austin 290		
HP 9050	2	Austin 290		
Ricoh Aficio MP 3351	1	Austin 324		
HP CP5225d	1	MLM 218		
HP M725x	3	Kelley 1130		
HP M725x	1	Dearborn 115		
HP M725x	1	Dearborn 119		
HP M725x	1	Owen 241		
HP M725x	1	Rogers 338		
HP M725x	1	Merryfield 107		
HP M725x	1	Gleeson 002		
HP M725x	1	Kearney 302		
HP M725x	1	Batcheller 041		
HP M725x	1	Owen 237		

HP M806dn	1	Kelley 1130		
Bro HL-4150	1	ALS		
Bro HL-4150	1	ALS		
Bro HL-4570CDW	1	ALS		
Bro HL-4570CDW	1	ALS		
Bro HL-4570CDW	1	Kidder		
Bro HL-4570CDW	1	Kidder		
Bro HL-5250	1	ALS		
HP 1300	1	Cordley		
HP 1300	1	Cordley		
HP 1320	1	ALS		
HP 1320	1	Cordley		
HP 1320	1	Cordley		
HP 1320	1	Cordley		
HP 1320	1	Cordley		
HP 2100	1	Gilbert		
HP 2200	1	ALS		
HP 2300	1	Gilbert		
HP 2300	1	Gilbert		
HP 2420	1	Cordley		
HP 2430	1	Wilkinson		
HP 2430	1	Shepard		
HP 3600	1	Cordley		
HP 3600	1	Cordley		
HP 3800	1	Cordley		
HP 3800	1	Cordley		
HP 4000	1	Gilkey		
HP 4000	1	Wilkinson		
HP 4000	1	Cordley		
HP 4000	1	Gilbert		
HP 4050	1	Ballard		
HP 4050	1	Nash		
HP 4050	1	Cordley		
HP 4050	1	Furman		
HP 4200	1	Wilkinson		
HP 4250	1	Moreland		
HP 4250	1	ALS		
HP 4250	1	Furman		
HP 4300	1	Wilkinson		
HP 4300	1	Autzen House		
HP 4300	1	Fairbanks		
HP 4350	1	Waldo		

HP 4600	1	Ballard		
HP 4600	1	Ballard		
HP 4600	1	Nash		
HP 4600	1	Nash		
HP 4700dn	1	Waldo		
HP 4700dn	1	Waldo		
HP 4700dn	1	Cordley		
HP 4700dn	1	Cordley		
HP 4700dn	1	Cordley		
HP 4700dn	1	Cordley		
HP 5000	1	Nash		
HP 5200	1	Wilkinson		
HP 5550dn	1	Wilkinson		
HP 5550dn	1	Wilkinson		
HP 8000	1	ALS		
HP 8100	1	ALS		
HP 9050	1	Benton		
HP CM1415	1	Nash		
HP CM1415	1	Nash		
HP CP1518ni	1	Furman		
HP CP1518ni	1	Furman		
HP CP1525	1	Ballard		
HP CP1525	1	Ballard		
HP CP1525	1	Waldo		
HP CP1525	1	Waldo		
HP CP2025dn	1	Furman		
HP CP2025dn	1	Furman		
HP CP2025dn	1	Wilkinson		
HP CP2025dn	1	Wilkinson		
HP CP2025dn	1	ALS		
HP CP2025dn	1	ALS		
HP CP2025dn	1	Weniger		
HP CP2025dn	1	Weniger		
HP CP2025dn	1	Cordley		
HP CP2025dn	1	Cordley		
HP CP2025dn	1	Gilbert		
HP CP2025dn	1	Gilbert		
HP CP2025dn	1	LPSC		
HP CP2025dn	1	LPSC		
HP CP2025dn	1	Weniger		
HP CP2025dn	1	Weniger		

HP CP3525	1	Nash		
HP CP3525	1	Nash		
HP CP3525	1	Wilkinson		
HP CP3525	1	Wilkinson		
HP CP4025	1	Wilkinson		
HP CP4025	1	Wilkinson		
HP CP4525	1	Wilkinson		
HP CP4525	1	Wilkinson		
HP M1212nf	1	Gilbert		
HP M1536dnf	1	Weniger		
HP M1536dnf	1	Kidder		
HP M1536dnf	1	Kidder		
HP M276n	1	Cordley		
HP M276n	1	Cordley		
HP M276n	1	Kidder		
HP M276n	1	Kidder		
HP M401dn	1	Ballard		
HP M401dn	1	Ballard		
HP M401dn	1	Ballard		
HP M401dn	1	Furman		
HP M401dn	1	ALS		
HP M401dn	1	Weniger		
HP M401dn	1	ALS		
HP M401dn	1	Weniger		
HP M401dn	1	ALS		
HP M401dn	1	Cordley		
HP M401dn	1	Cordley		
HP M401dn	1	Cordley		
HP M401dn	1	Cordley		
HP M401dn	1	Cordley		
HP M401dn	1	Cordley		
HP M401dn	1	Cordley		
HP M401dn	1	Cordley		
HP M401dn	1	Furman		
HP M401dn	1	Furman		
HP M401dn	1	Kidder		
HP M401dn	1	Kidder		
HP M401dn	1	Kidder		
HP M401dn	1	Kidder		
HP M401dn	1	LPSC		
HP M401dn	1	LPSC		

HP M401dn	1	Gilbert		
HP M401dn	1	LPSC		
HP M401dn	1	LPSC		
HP M401dn	1	Gbad		
HP M425dn	1	Ballard		
HP M425dn	1	ALS		
HP M451dn	1	Nash		
HP M451dn	1	Nash		
HP M451dn	1	Nash		
HP M451dn	1	Nash		
HP M451dn	1	Nash		
HP M451dn	1	Nash		
HP M451dn	1	Wilkinson		
HP M451dn	1	Wilkinson		
HP M451dn	1	Weniger		
HP M451dn	1	ALS		
HP M451dn	1	Weniger		
HP M451dn	1	ALS		
HP M451dn	1	Weniger		
HP M451dn	1	Weniger		
HP M451dn	1	Cordley		
HP M451dn	1	Cordley		
HP M451dn	1	Furman		
HP M451dn	1	Furman		
HP M451dn	1	Kidder		
HP M451dn	1	Kidder		
HP M451dn	1	Kidder		
HP M451dn	1	Kidder		
HP M451dn	1	Kidder		
HP M451dn	1	Kidder		
HP M451dn	1	Gilbert		
HP M451dn	1	Gilbert		
HP M451dn	1	Gilbert		
HP M451dn	1	Gilbert		
HP M451dn	1	Gbad		
HP M451dn	1	Gbad		
HP M475dn	1	Weniger		
HP M475dn	1	Weniger		
HP M551dn	1	Wilkinson		
HP M551dn	1	Wilkinson		
HP M551dn	1	ALS		

HP M551dn	1	Weniger		
HP M551dn	1	ALS		
HP M551dn	1	Weniger		
HP M551dn	1	Weniger		
HP M551dn	1	ALS		
HP M551dn	1	ALS		
HP M551dn	1	Weniger		
HP M551dn	1	Cordley		
HP M551dn	1	Cordley		
HP M551dn	1	Cordley		
HP M551dn	1	Cordley		
HP M551dn	1	Cordley		
HP M551dn	1	Cordley		
HP M551dn	1	Cordley		
HP M551dn	1	Cordley		
HP M551dn	1	LPSC		
HP M551dn	1	LPSC		
HP M551dn	1	Gbad		
HP M551dn	1	Gbad		
HP M601dn	1	Gilkey		
HP M601dn	1	Kidder		
HP M601dn	1	Kidder		
HP M601dn	1	Kidder		
HP M602dn	1	Cordley		
HP OJP 8000	1	East Green House		
HP OJP 8000	1	East Green House		
HP OJP 8000	1	Cordley		
HP OJP 8000	1	Cordley		
HP OJP 8500	1	Cordley		
HP OJP 8500	1	Cordley		
HP P1505	1	Cordley		
HP P1505	1	Gilbert		
HP P1505	1	Gilbert		
HP P1606dn	1	Ballard		
HP P1606dn	1	Wilkinson		
HP P1606dn	1	ALS		
HP P1606dn	1	Cordley		
HP P1606dn	1	Furman		
HP P2015	1	Weniger		
HP P2015	1	Cordley		

HP P2015	1	Cordley		
HP P2015	1	Cordley		
HP P2015	1	Cordley		
HP P2055d	1	Ballard		
HP P2055d	1	Ballard		
HP P2055d	1	Nash		
HP P2055d	1	Wilkinson		
HP P2055d	1	Cordley		
HP P2055d	1	Cordley		
HP P2055d	1	Cordley		
HP P2055d	1	Cordley		
HP P2055d	1	Cordley		
HP P2055d	1	Cordley		
HP P2055d	1	Cordley		
HP P2055d	1	Cordley		
HP P2055d	1	Kidder		
HP P2055d	1	LPSC		
HP P2055d	1	Gbad		
HP P2055d	1	Gbad		
HP P3015	1	Ballard		
HP P3015	1	Ballard		
HP P3015	1	Ballard		
HP P3015	1	Wilkinson		
HP P3015	1	ALS		
HP P3015	1	Weniger		
HP P3015	1	Cordley		
HP P3015	1	Cordley		
HP P3015	1	Gbad		
HP P3015	1	Weniger		
HP P4014	1	Cordley		
HP P4014	1	Furman		
HP P4014	1	Furman		
HP P4014	1	LPSC		
HP P4015dn	1	Nash		
HP P4015dn	1	Reed		
HP P4015dn	1	Waldo		
HP P4015dn	1	Bexell		
HP P4015dn	1	Cordley		
HP P4015dn	1	LPSC		
HP P4015dn	1	Gilbert		
Lex E250	1	Gilbert		
Lex E260	1	Cordley		

XER 6180	1	Cordley		
XER 6180	1	Cordley		
XER 8560DN	1	ALS		
XER 8560DN	1	ALS		
XER 8560DN	1	ALS		
XER 8560DN	1	ALS		
XER 8560DN	1	ALS		
XER 8560DN	1	ALS		

EXHIBIT E
SERVICE LEVEL QUESTIONNAIRE

Please provide answers to the following questions related to your firm and the functionality of your program. Answers can be provided on a separate page as long as there is a clear reference to this document.

Preferred Format of Questionnaire response:

Question (in bold, 12 pt font)

Answer (indented, 12 pt font, not in bold)

Mandatory Questions (1 – 16):

These are mandatory questions related to the minimum qualifications listed in Section 3.01. Failure to respond to mandatory questions shall result in your proposal package being found non-responsive. See Section 6.01(a) 'Determination of Responsiveness' for more details.

1. Describe in an executive summary the managed print services solution being proposed to the University; Include a detailed list of services included and what sets your program apart from your major competitors (unique benefits, know-how and experience offered by your company).
2. Describe your capability for utilizing a managed print services approach with existing fleet of University-owned/leased hardware. Identify the manufacturer(s) of managed print services hardware that are supported and those that are excluded.
3. Describe your approach to converting existing copier or Multi-functional Device (MFD) leases over to your proposed managed print solution with a cost-per-Impression billing model.
4. Describe your ability to provide high-quality OEM Toner for all printers listed in Exhibit D.
5. Describe your ability to provide 4 hour on-site response to OSU's Corvallis, OR campus.
6. Describe your ability to provide preventative maintenance including a thorough unit cleaning on every scheduled visit.
7. Describe your anticipated level of participation in quarterly business reviews. What information would your company provide at these review meetings? Who would be in attendance?
8. Describe and provide examples of your firms ability to provide, at a minimum, the following reporting services (Service Performance, Device Utilization, and Cost Burden Analysis).
9. Describe the process for ongoing assessment and optimization of managed print services to ensure fleet optimization.
10. Describe the level of service that is included in the proposed cost-per-Impression rate
11. Describe the process for requesting and tracking service and supplies including by telephone, web portal, etc., the proposed shipping method and lead-time for receiving products. How are users notified of confirmation of a request? Describe policies regarding escalation of support issues.
12. Provide the following information about the service technician staff employed by your company:
 - Number of service technicians employed, number in our regional area

- Average years of experience of current staff of service technicians
 - Minimum training, required certifications, background checks, bonding etc. for all service technicians
 - Ratio of service technicians to number of devices deployed/supported in our regional area.
13. If any part of the service will be subcontracted please provide a listing of locations that would be subcontracted along with the information on the subcontractor and contact information (as per listed above). How is compliance to service levels and competency measured?
 14. Describe process for monitoring equipment performance, duty cycle, and usage. What is the procedure for resolving a device with frequent problems including a replacement guarantee? At what point and degree would a device be replaced due to continuous maintenance needs? How long will an existing device be out of service when being replaced? Describe spare parts inventory maintained by technicians. Describe any “user replaceable” components that can help maintain uptime and minimize service technician intervention.
 15. Some of our devices may require quick turnaround on repair and replacement above and beyond your standard service level. Describe how urgent needs can be accommodated including availability of on-site replacement devices. Indicate if there is a premium charge for this type of service, and what it is.
 16. Provide OSU with information on your proposed ‘Key Person’ for this contract. At a minimum you must provide the following information for this individual (resume, current work location and contact information including phone and email address).

Preferred Questions (17 – 22):

These are preferred questions related to the preferred qualifications listed in Section 3.02. Responding to these questions is optional, however, a failure to respond to some or all of these questions will have an impact on your overall score. See Section 6.02 ‘Evaluation Criteria’ for more details.

17. Will your company be able to provide OSU with a full-time onsite representative during business hours 8am – 5pm PST? If so, please provide a copy of their resume, contact information including phone and email address as well as their current work location and your plan for making them available onsite if awarded the Contract.
18. Is your firm willing to providing a billing system were B&W pages with a small percentage of color would still be billed as B&W? If so, please provide a description of how that billing system would function including the maximum acceptable color percentage.
19. Does your firm have the ability to recognize blank pages and eliminate them from the volume count? If so, please describe your capabilities and the process for doing this.
20. Does your firm have the ability to provide comparable services to the OSU extension campuses in Newport, OR and Bend, OR? If so, please provide a plan for how you would service these areas and if there would be a variation in the service level.
21. Describe your ability to provide on-site response within 24 hours to OSU’s extended campuses in Newport, OR and Bend, OR.
22. Does your firm provide toner installation services? If so, please provide optional pricing for these services.