



**REQUEST FOR PROPOSAL
No. BT160903P**

Printing Services

PROPOSAL DUE DATE AND TIME:
August 20, 2012 (1:00 PM, PST)

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

SUBMITTAL LOCATION:

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

1.0 GENERAL

1.01 SCHEDULE OF EVENTS:

- Request for Proposal Issue Date August 9, 2012
- Pre-Proposal Conference August 14, 2012 (10:00 am, PST)
- Deadline for Request for Clarification or Change August 15, 2012 (10:00 am, PST)
- Proposal Due Date and Time August 20, 2012 (1:00 pm, PST)

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

1.02 PRE-PROPOSAL CONFERENCE:

A voluntary Pre-Proposal Conference will be held on Tuesday August 14th, 2012 at 10:00 am at Printing and Mailing, Cascade Hall. If you are unable to attend in person but wish to call in, a teleconference number will be available. Please contact the Administrative Contact listed in section 1.04 below for the teleconference number.

1.03 ISSUING OFFICE:

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

1.04 ADMINISTRATIVE CONTACT:

Name: Bonnie Tufts
Title: Procurement Analyst
Telephone: 541-737-7353
Fax: 541-737-2170
E-Mail: Bonnie.Tufts@oregonstate.edu

1.05 DEFINITIONS:

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

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

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION

Oregon State University (OSU) Procurement and Contract Services (PaCS) is seeking Responsive Responsible Proposers to submit Proposals to be selected as a vendor to provide heat set web printing, for 4 - color press work, on an as needed basis for Oregon State University (OSU) Printing and Mailing. For individual order placement OSU will obtain price quotes from contracted vendors in order to insure best value and pricing.

2.02 BACKGROUND:

Printing and Mailing is an integral member of the Oregon State University community supporting higher education for students, faculty, and staff. Printing and Mailing employs OSU students enabling them to be better prepared to take their place in the work force, and providing training to the OSU community, enhancing campus understanding of offered services. Printing and mailing strives to provide the most up-to-date technology to disseminate the University message quickly and with high quality. They are passionate about Customer Service and strive for enduring partnerships.

2.03 OREGON STATE UNIVERSITY:

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

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

3.0 SPECIFICATIONS / STATEMENT OF WORK

3.01 SAMPLE CONTRACT:

A sample Contract containing the statement of work and contractual terms and conditions is included at Exhibit A.

4.0 PROPOSER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS:

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

- a. An established printer with references to demonstrate a minimum of (3) three years' experience.

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF PROPOSAL:

Submit one (1) original Proposal and three (3) duplicate copies. Mark original Proposal as "ORIGINAL". Original should contain original signatures on any pages where a signature is required. Proposals should contain the submittals listed in this section below:

5.02 REQUIRED SUBMITTALS:

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

Proposers should submit the following information:

- Submittals detailing the following:
 - Briefly introduce your firm providing a summary of the administration, organization and staffing with specific information regarding who will be the OSU account representative.
 - Identify the technology and equipment that will be used for order receipt and production and any sustainability certifications you may have.
 - Provide information on the company's regular delivery performance statistics and order scheduling practices. Proposers must also provide information regarding the priority OSU orders would be given.
 - Proposer to provide information on the company's regular quality performance statistics and quality control practices. Proposers must also provide information regarding their method of resolving quality complaints.
 - Proposers to submit samples of printing demonstrating a heavy printed area in PMS 1665 orange ink on an uncoated and coated sheet. Additionally, production samples of work representative/similar to the specifications on pricing exhibits E-G.
 - Describe or otherwise demonstrate familiarity with typesetting, proofreading, color correcting photos and adjusting copy for electronically submitted materials coming to you from another company.
 - Describe or otherwise demonstrate your current process for handling proofs.
 - Preproduction meetings will be required on an estimated 30% of the volume. Indicate who would handle these meetings and how much notice they would need to be available to attend a meeting.
 - Proposers to describe or otherwise demonstrate experience with universities, schools or similar institutions as well as experience as Contracted printing suppliers for other printing vendors.
- Exhibit B, Certifications, fully completed
- Exhibit C, References, fully completed
- Exhibit D, Proposer's Information Sheet, fully completed
- Exhibit E – G, Sample printing requests for quote, fully completed

6.0 EVALUATION AND AWARD

6.01 EVALUATION:

The stages of review and evaluation are as follows:

- a. Determination of Responsiveness:
OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions or are incomplete may be deemed non-Responsive. Written notice will be sent to

Proposers whose Proposal is deemed non-Responsive identifying the reason. A proposer has the right to appeal the decision pursuant to OAR 580-061-130(5)(a).

b. First Stage Evaluation:

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

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

c. Second Stage Evaluation:

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

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

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

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

d. Additional Stages of Evaluation:

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

6.02 NEGOTIATIONS:

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

- a. The statement of work;
- b. The Contract price as it is affected by negotiating the statement of work; and

- c. Any other terms and conditions determined by OSU in its sole discretion to be reasonably related to those expressly authorized for negotiation. Accordingly, Proposers will not submit and OSU will not accept for negotiation, any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation.

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

6.03 EVALUATION CRITERIA:

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

<u>Evaluation Criteria:</u>	<u>Points:</u>
Equipment and Technology	10 possible points
More than four (4) color technology	5 possible points
Sustainability Certifications	10 possible points
Delivery	25 possible points
Quality/Sample submission	25 possible points
PMS 1665 match	10 possible points
Experience	25 possible points
Preproduction Meeting Availability	15 possible points
<u>Pricing (Exhibits E – G)</u>	<u>75 possible points</u>
TOTAL 200 possible points	

6.04 INVESTIGATION OF REFERENCES:

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

7.0 INSTRUCTIONS TO PROPOSERS

7.01 APPLICABLE STATUTES AND RULES:

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

7.02 REQUEST FOR CLARIFICATION OR CHANGE:

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

7.03 ADDENDA:

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

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

7.04 PREPARATION AND SIGNATURE:

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

7.05 PUBLIC RECORD:

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

7.06 SUBMISSION:

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

7.07 MODIFICATION:

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

7.08 WITHDRAWALS:

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

7.09 LATE SUBMITTALS:

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

7.10 PROPOSAL OPENING:

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

7.11 PROPOSALS ARE OFFERS:

The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the Request for Proposal, its Exhibits, and Addenda. The offer is binding on the Proposer for one hundred

twenty (120) days. OSU's award of the Contract constitutes acceptance of the offer and binds the Proposer. The Proposal must be a complete offer and fully Responsive to the Request for Proposal.

7.12 CONTINGENT PROPOSALS:

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

7.13 RIGHT TO REJECT:

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

7.14 AWARDS:

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

7.15 LEGAL SUFFICIENCY REVIEW:

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

7.16 PROPOSAL RESULTS:

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

7.17 PROPOSAL PREPARATION COST:

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

7.18 PROPOSAL CANCELLATION:

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

7.19 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD:

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

**EXHIBIT A
SAMPLE CONTRACT**

[Remainder of this page left intentionally blank]

This is a Contract between the State of Oregon acting by and through the State Board of Higher Education on behalf of **OREGON STATE UNIVERSITY (OSU)** and **[INSERT NAME OF CONTRACTOR] (CONTRACTOR)**.

WHEREAS, **OSU** needs the services outlined in this Contract and has competitively solicited for those services under Request for Proposal number BT160903P entitled Printing Services; and

WHEREAS, **CONTRACTOR** has submitted a proposal in response to the above referenced Request for Proposal and was selected as the Contractor best able to provide heat set web 4- color printing; and

WHEREAS, **OSU** and **CONTRACTOR** are both in agreement with the terms of this Contract and desire to enter into this mutually beneficial Contract;

NOW, THEREFORE, **OSU** and **CONTRACTOR** agree as follows:

1. **Product Printing:**

A. **Heat set Printing 4 Color:** Contractor will supply 4 color heat set contracted printing per the order placement documents and, if required, the preproduction meeting decisions.

2. **Pricing:** Contractor to reflect all costs for materials and services as described on the Request for Quotation. Any change in price must be based on a specification change and OSU must agree to the change in advance of production.

3. **Typesetting:** Contractor may be required to set type or adjust copy or color from electronic files, submitted by OSU Printing & Mailing.

4. **Proofing:** Proofing to be required as indicated on order placement documents. Proof delivery required will be 48 hours from receipt of order unless otherwise negotiated. Proofs are to be returned to OSU printing and mailing coordinator for review.

5. **Delivery and Shipment:** Contractor will give production of orders from OSU Printing & Mailing priority in meeting the delivery schedule requested on the quote document (samples in Exhibits E - G).

6. **Packaging:** Contractor will package the printed material in appropriately sized generic boxes. Printed material shall be packed solidly with the finished product packed in such a way so that they will not wrap, curl or warp. Sample of the printed material will be attached to the outside of box for identifying delivery purposes. Contractor will include no promotional information with the shipments unless approved by the Director of OSU Printing & Mailing Services. Packing slips to be sent to designated OSU Printing and Mailing Services contact rather than including them with the shipment.

6. **Quality:** Contractor guarantees any product not meeting the specifications of the order placement documents will be reprinted at no cost. In the event of a problem, OSU will contact the Contractor who will send a representative to resolve the problem. If the order is from outside Corvallis the Contractor may ask to have the product returned at the Contractor's expense.

7. **Account Representative:** Contractor shall designate a Customer Service Representative to assist OSU with order placement and with order follow-up. The Account Representative must

work in conjunction with OSU Printing and Mailing and will not directly market other services or products not under this contract to OSU departments without the express and direct written consent of OSU Printing and Mailing.

8. **Administrative Fee:** The Contractor shall make monthly payments (hereinafter referred to as the "Administrative Fee") to OSU Printing & Mailing Services to compensate OSU Printing and Mailing Services for its administrative costs. The Administrative Fee is 16% per order to a maximum per order cost of \$500. The Administrative Fee will be assessed on all products supplied to OSU by the Contractor. Contractor is responsible to pay the fee to OSU Printing and Mailing within 30 days of receipt of the monthly direct billing payment from OSU and must include a copy of the direct billing spreadsheet reflecting individual shipments. Contractor is responsible for accounting for this Administrative Fee in the agreed-upon pricing.
9. **Billing:** Contractor will be authorized to use the OSU direct pay process for monthly billing. Billing for any work done for all OSU departments must be done as part of the direct pay process. Contractor's billed amount must include the Administrative Fee, which may not be shown as a separate charge.
10. **Contract Term:** The initial term of this Contract shall be for two (2) years from date of Contract execution. At the option of OSU the Contract may be renewed for five (5) additional one (1) year periods for a total Contract term of seven (7) years.
11. **Production File:** Any design, drawings, pictures, logos etc. provided by OSU for use in production of printed material shall be held confidential by the Contractor and shall remain the possession of OSU. Production files may not be used by Contractor for other print jobs, samples, or advertising of Contractor's business unless specifically authorized by OSU in writing.
12. **Amendments:** The terms of this Contract are not waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of OSU. Any changes shall be in the form of a written amendment to the Contract.
13. **Sexual Harassment:** The State Board of Higher Education has adopted policies applicable to Contractors that prohibit sexual harassment, and Contractor's company and employees are required to adhere to OSU's policy prohibiting sexual harassment in their interactions with members of the OSU community.
14. **Recyclable Products:** Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.
15. **Payment:** Payment of OSU contracts or Purchase Orders is normally made within 30-45 days following the date the entire order is delivered or the date the invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to a maximum of two-thirds of one percent per month (8% per annum) on the outstanding balance (ORS 293.462).
16. **Cash Discount:** If OSU is entitled to a cash discount, the period of computation commences on the date the entire order is delivered or the date the invoice is received, whichever is later.

17. **Delivery:** All deliveries are F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in the solicitation documents. Responsibility and liability for loss or damage remain with the Contractor until final inspection and acceptance, when responsibility passes to OSU except as to latent defects, fraud and Contractor's warranty obligations.
18. **Parking:** All contractors, vendors and commercial vehicles doing business on the OSU campus are required to have a permit to park, whether utilizing designated street parking or parking in the parking lots. The permits may be picked up from Transit & Parking Services. Contractor will be responsible for the cost of parking permits for its vehicles. If Contractor is delivering to Printing and Mailing no permit is required.
19. **Inspections:** Goods furnished under this Contract are subject to inspection and test by OSU at times and places determined by OSU. If OSU finds goods furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to OSU at a reduced price, whichever OSU deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may reject the goods and cancel the Contract in whole or in part. Nothing in this paragraph is to in any way affect or limit OSU's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.
20. **Waiver:** Failure of OSU to enforce any provisions of this Contract does 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.
21. **Assignment/Subcontract/Successors:** Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities, except standard bindery subcontracting, under this Contract, in whole or in part, without the prior written approval of the OSU Procurement and Contract Services Department and any attempt to do so will be void. No such written approval relieves Contractor of any obligations of this Contract, and any transferee or subcontractor is considered the agent of Contractor. Contractor shall remain liable to OSU under the Contract as if no such assignment, transfer, or subcontract had occurred.
22. **Successors in Interest:** The provisions of this Contract are binding upon and inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.
23. **Compliance with Applicable Law:** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act, 42 USC §12101 et seq., ORS chapter 659A and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of Contractor to comply with any or all such laws, ordinances, rules, and regulations does not relieve Contractor of these obligations nor of the requirements of this Contract.
24. **Payment of Contractor's Obligations:** Contractor agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the provision of the work provided in this Contract; pay all contributions or amounts due the industrial accident insurance provider from such Contractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay

to the Department of Revenue all sums withheld from employees pursuant Oregon law. If Contractor fails or refuses to make any such payments required herein, the appropriate OSU official may pay such claim and charge the amount of the payment against funds due or to become due to the Contractor under this Contract. Any payment of a claim in the manner authorized in this section does not relieve the Contractor or Contractor's surety, if any, of obligations with respect to any unpaid claims.

25. **Severability:** If any provisions of this Contract are declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provision are not to be affected; and the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
26. **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, the conduct of work under this Contract, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the State of Oregon, the State Board of Higher Education, OSU, and their officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract. (b) Contractor expressly agrees to defend, indemnify, and hold OSU, the State of Oregon and their agencies, subdivisions, officers, directors, agents, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys fees, and damages arising out of or related to any claims that the goods or any other tangible or intangible items 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 this paragraph; 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.
27. **Warranties:** Unless otherwise stated, all goods must be new and current model and carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with solicitation specifications. All implied or expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this Contract. All warranties run to OSU.
28. **Safety and Health requirements:** Goods supplied under this Contract are to 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.

- 29. Access to Records:** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all cost of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of the Contract. 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 three years from the date of Contract expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of the Contract and for any commitments or expenditures in excess of amounts authorized by OSU.
- 30. Termination:** This Contract may be terminated at any time by mutual written agreement of the parties or by OSU, at its sole discretion, upon 30 days written notice to Contractor. If sufficient funds are not provided in future legislatively approved budgets of OSU (or from applicable federal, state or other sources) to permit OSU, in the exercise of its reasonable administration discretion, to continue this Contract, or if OSU or the program from which this Contract was executed is abolished, OSU may terminate this Contract without further liability upon delivery of notice to Contractor. This Contract may also be terminated by OSU for default (including breach of contract) if (a) Contractor fails to provide goods called for by this Contract within the time specified, 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 the Contract in accordance with these terms, and after receipt of written notice from OSU, fails to correct such failures within ten 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 or under this Contract. Termination shall not relieve Contractor of any outstanding performance or payment obligations under this Contract. Contractor shall be liable for any and all damages incidental and consequential, as provided in ORS 72.7110 to 72.7170, suffered by OSU as the result of Contractor's breach of contract. OSU shall have any and all remedies provided under the Uniform Commercial Code (ORS chapter 72) in the event of a breach of contract by Contractor. In the event of repeated breach of public and/or private contracts, Contractor shall be subject to disqualification as bidder on OSU contracts.
- 31. OSU's Remedies for Contractor's Default:** In the event Contractor is in default under the Section titled "Termination", 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 reduced price, (d) termination of the Contract under the Section titled "Termination", (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.
- 32. 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, however, 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.

33. **Governing Law:** This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, or suit between OSU and Contractor that arises out of or relates to performance of this Contract are to be brought and conducted solely and exclusively within the Circuit Court for Marion, for the State of Oregon. Provided, however that if any such claim, action, or suit may be brought only in federal forum, it is to be brought and conducted solely and exclusively within the United States District Court for the District of Oregon, provided that nothing in this paragraph waives OSU's sovereign immunity or immunity from suit under the Eleventh Amendment to the United States Constitution. Contractor hereby consents to the in personam jurisdiction of said courts.
34. **Availability of Funds:** OSU certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of the Contract or any extension after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Contract.
35. **Notice/Contacts:** Any notice pursuant to this Contract shall be validly given if in writing and sent to the respective addressees of Contractor and OSU. The OSU contacts for submittals and any other correspondence and notices related to performance under Contract shall be:

<u>OSU Contract Administrator</u> Bonnie Tufts Procurement Analyst Oregon State University 644 SW 13 th Street Corvallis, OR 97333-4238 Phone: (541) 737-7353	and:	<u>OSU Printing & Mailing Services</u> Ari Grossman-Naples Director Oregon State University 100 Cascade Hall Corvallis, OR 97331 Phone: (541) 737-4075
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The Contractor contacts for submittals and any other correspondence and notices related to performance under Contract shall be:

CONTRACTOR Contract Administrator
 [CONTACT NAME]
 [CONTACT TITLE]
 [COMPANY NAME]
 [ADDRESS]
 [CITY, STATE, ZIP]
 [PHONE NUMBER]

36. **Independent Contractor Status:** The service or 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.

37. 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 be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

38. Government employment status:

- A. If this payment is to be charged against federal funds, Contractor certifies that it is not currently employed by the federal government.
- B. Contractor certifies it is not an employee of OSU.

39. Insurance Terms and Conditions:

- A. **GENERAL LIABILITY INSURANCE:** Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, General Liability Insurance. Such insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon. Contractual, product, and completed operations liability combined single limit per occurrence shall not be less than \$1,000,000, when applicable. OSU and the Oregon University System, their officers, employees and agents shall be included as additional insured in said insurance policy.
- B. **WORKERS' COMPENSATION:** The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.
- C. **PRIMARY COVERAGE:** Insurance carried by Contractor under this Contract shall be the primary coverage and OSU's insurance is excess and solely for damages or losses for which OSU is responsible.
- D. **CERTIFICATES OF INSURANCE:** As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to OSU Procurement and Contract Services Department, upon request. The Certificate(s) will specify all of the parties who are Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from acceptable insurance companies or entities. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.
- E. **NOTICE OF CANCELLATION OR CHANGE:** There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to OSU Procurement and Contract Services Department. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to OSU.

Note: Contractor shall ensure any/all subcontractors, comply with insurance requirements. OSU reserves the right to obtain insurance certificates from these entities at any time during the Contract period.

**EXHIBIT B
CERTIFICATIONS**

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

SECTION I. OREGON TAX LAWS

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

SECTION II. AFFIRMATIVE ACTION

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

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

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

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

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

- agrees
- disagrees

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

Authorized Signature: _____

Date: _____

Name (Type or Print): _____

Telephone:(_____)_____

Title: _____

Fax:(_____)_____

FEIN ID# or SSN# (required): _____

Email: _____

Company: _____

Address, City, State, Zip: _____

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

Business Designation (check one):

- Corporation Partnership LLC Sole Proprietorship Non-Profit

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

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

**EXHIBIT C
REFERENCES**

REFERENCE 1

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

REFERENCE 2

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

REFERENCE 3

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

**EXHIBIT D
PROPOSER INFORMATION SHEET**

PROPOSER: _____

CONTRACT CONTACT INFORMATION

POINT OF CONTACT: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

ADDRESS: _____

CITY, STATE ZIP: _____

ACCOUNTING CONTACT INFORMATION

POINT OF CONTACT: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

REMITTANCE ADDRESS: _____

CITY, STATE ZIP: _____

Exhibit E

Proposer Name	From: Printing & Mailing Services Norene.Collins Oregon State University 100 Cascade Hall Corvallis, OR 97331-420 USA Phone: (541) 737-3977 Fax: (541) 737-2488 norene.collins@oregonstate.edu		
REQUEST FOR QUOTE JOB: 615 - Magazine			
Quotes Due: 8/8/12 3:00 PM PDT			
Quantity Allowances: Over Run: 5% / Under Run: 5%			
Currency: \$ US Dollars			
	Quantities	10,000	15,000
Total (Cost \$)			
GENERAL INSTRUCTIONS:			
This publication is printed 2 times a year.			
PREPRESS SERVICES:			
Artwork Format: Digital File			
File Type: Illustrator			
Oper. System: Mac			
Delivery Media: Internet File Transfer			
Prepress work: Pre-flight and proof			
Proofs Required: Contract Color, Reader's Proofs			
PRESS-PAPER-INK COMPONENT: 1 of 3 - Cover - 4 Pages			
Finished Size: 8 X 10.75 in			
Bleeds: Edges bleed at Head, Foot, Face, Spine			
Paper: 8pt Sterling Gloss Cover 8 Point, Gloss, White			
Prints: 4/5 different inks on each side			
Side 1 Inks : 4-Color Process, Heavy Coverage			
Side 2 Inks: 4-Color Process + Overall Gloss Varnish, Heavy Coverage			
Ink/Paper Note: The Cover is 4/4 plus Aqueous Coating on the Front Only			
PRESS-PAPER-INK COMPONENT: 2 of 3 - Body Pages - 64 Pages			
Paper: 80# #3 Matte Book 80# Text, Matte, White			
Prints: 4/4 same inks both sides			
Inks : 4-Color Process, Medium Coverage			
PRESS-PAPER-INK COMPONENT: 3 of 3 - Donation Envelope - 2 Pages			
Flat Size: 15.625 X 9.375 in			
Bleeds: Edges do not bleed			
Paper: 70# Smooth Opaque Book 70# Text, Smooth, White			
Prints: 1/1 same inks both sides			
Inks : Black, Lite Coverage			
Ink/Paper Note: Convert Envelopes with 4"pocket, 2 pers and remoisit glue strip			
BINDERY SERVICES:			
Binding Type: Perfect Bind on 10.75 Edge			
Bindery Note: Hinge Score and Side Glue			
SHIPPING & MAILING:			
Quantity Instructions			
Ship To: Oregon State University 100 Cascade Hall Albany, OR 97331 Linn Note: Bulk Pack on Skids			

Exhibit F

Proposer Name	From: Printing & Mailing Services			
	Norene.Collins Oregon State University 100 Cascade Hall Corvallis, OR 97331-420 USA Phone: (541) 737-3977 Fax: (541) 737-2488 norene.collins@oregonstate.edu			
REQUEST FOR QUOTE JOB: 617 - Magazine Printed 3 Times A Year				
Quotes Due: 8/8/12 3:00 PM PDT				
Quantity Allowances: Over Run: 5% /Under Run: 5%				
Currency: \$ US Dollars				
	Quantities	143,000	145,000	150,000
Total (Cost \$)				
GENERAL INSTRUCTIONS:				
This publication is printed 3 times a year				
PREPRESS SERVICES:				
Artwork Format: Digital File				
File Type: Adobe PDF				
Oper. System: Mac				
Delivery Media: Internet File Transfer				
Prepress work: Pre-flight and proof				
Proofs Required: Contract Color, Reader's Proofs				
PRESS-PAPER-INK COMPONENT: 1 of 2 - Cover - 4 Pages				
Finished Size: 8.375 X 10.875 in				
Bleeds: Edges bleed at Head, Foot, Face, Spine				
Paper: 80# #3 Gloss Book, 10% PCW, and FSC 80# Text, Gloss, White				
Prints: 4/5 different inks on each side				
Side 1 Inks : 4-Color Process, Heavy Coverage				
Side 2 Inks: 4-Color Process + Overall Gloss Varnish, Heavy Coverage				
PRESS-PAPER-INK COMPONENT: 2 of 2 - Body Pages - 64 Pages				
Finished Size: 8.375 X 10.875 in				
Bleeds: Edges bleed at Head, Foot, Face, Spine				
Paper: 50# #3 Gloss Book, 10% PCW and FSC 50# Text, Gloss, White				
Prints: 4/4 same inks both sides				
Inks : 4-Color Process, Heavy Coverage				
BINDERY SERVICES:				
Binding Type: Perfect bind On 10.875 Edge				
Bindery Note: Hinge Score and Side Glue				
SHIPPING & MAILING:				
Quantity Instructions				
Ship To:				
Oregon State University				
100 Cascade Hall				
Corvallis, OR 97331				
Note: Bulk Pack On Skids				

Exhibit G

Proposer Name	From: Printing & Mailing Services			
	Norene Collins Oregon State University 100 Cascade Hall Corvallis, OR 97331-420 USA Phone: (541) 737-3977 Fax: (541) 737-2488 norene.collins@oregonstate.edu			
REQUEST FOR QUOTE JOB: 616 - Quarterly Magazine				
Quotes Due: 8/8/12 3:00 PM PDT				
Quantity Allowances: Over Run: 5% /Under Run: 5%				
Currency: \$ US Dollars				
	Quantities	10,000		
Total (Cost \$)				
GENERAL INSTRUCTIONS:				
This publication is printed quarterly				
PREPRESS SERVICES:				
Artwork Format: Digital File				
File Type: Illustrator				
Oper. System: Mac				
Delivery Media: Internet File Transfer				
Prepress work: Pre-flight and proof				
Proofs Required: Contract Color, Reader's Proofs				
PRESS-PAPER-INK COMPONENT: 1 of 2 - Cover - 4 Pages				
Finished Size: 8.375 X 10.875 in				
Bleeds: Edges bleed at Head, Foot, Face, Spine				
Paper: 80# Sterling Dull Cover, 10% PCW 80# Cover, Dull, White				
Prints: 4/4 same Inks both sides				
Inks : 4-Color Process, Heavy Coverage				
PRESS-PAPER-INK COMPONENT: 2 of 2 - Body Pages - 72 Pages				
Finished Size: 8.375 X 10.875 in				
Bleeds: Edges bleed at Head, Foot, Face, Spine				
Paper: 70# #3 Matte Book, 10% PCW 70# Text, Matte, White				
Prints: 4/4 same Inks both sides				
Inks : 4-Color Process, Heavy Coverage				
BINDERY SERVICES:				
Binding Type: Saddlestitch On 10.875 Side				
SHIPPING & MAILING:				
Quantity Instructions				
Ship To:				
Oregon State University				
100 Cascade Hall				
Corvallis, OR 97331				
Note: Carton Pack				