



**REQUEST FOR PROPOSAL  
No. JF155567P**

**CLASSROOM, COMMERCIAL/RESIDENTIAL, EDUCATIONAL  
FURNITURE, FILING EQUIPMENT, RELATED PRODUCTS AND  
SUPPORT SERVICES**

**PROPOSAL DUE DATE AND TIME:**  
October 4, 2012 (2:00 PM, PST)

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

**SUBMITTAL LOCATION:**

Oregon State University  
Procurement and Contract Services  
644 SW 13<sup>th</sup> Avenue  
Corvallis, Oregon 97333

## 1.0 GENERAL

### 1.01 SCHEDULE OF EVENTS:

- Request for Proposal Issue Date ..... August 23, 2012
- Pre-Proposal Conference ..... September 4, 2012 (2:00 pm, PST)
- Deadline for Request for Clarification or Change ..... September 11, 2012 (4:00 pm, PST)
- Proposal Due Date and Time ..... October 4, 2012 (2:00 pm, PST)

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

### 1.02 PRE-PROPOSAL CONFERENCE:

A voluntary Pre-Proposal Conference will be held on September 4, 2012, 2:00 pm, PST in the Cascade Hall Conference Room located on the 2<sup>nd</sup> floor of Cascade Hall, 601 SW 17<sup>th</sup> Street, Corvallis, OR 97333. 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: James Figgins  
Title: Purchasing Analyst III  
Telephone: 541-737-6995  
Fax: 541-737-2170  
E-Mail: James.figgins@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

OSU intends to execute Contracts with Proposers that are authorized dealers of the listed manufacturer(s) to provide and install the classroom, residential, and educational furniture, filing equipment and related products from the manufacturers identified in Exhibit C. Proposers may submit Proposals for a single manufacturer or multiple manufacturers.

### 2.02 BACKGROUND:

The current contracts for office furniture are due to expire December 31st, 2012. The Contract(s) resulting from this RFP will replace the existing contract(s) upon the date of final contract signature, but no later than date of the current contract expiration.

These Contract(s) are non-mandated; however, they are heavily used due to the aggressive price discount structure. Purchases are originated by individual departments and Facilities Services. Historic furniture purchases average approximately \$1,300,000 annually. This calculation is comprised of standard furniture replacement as well as major construction projects that have occurred in fiscal year 2011. For the year 2011, approximately 90 orders were placed for furniture.

### 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. A minimum of Three (3) years' commercial/residence experience with the related activities surrounding the selling and installing of office, residential and educational furniture, equipment, and support services.
- b. Must, at a minimum, have a current State of Oregon Construction Contractors Board (CCB) **ID Number**.

- c. Per ORS 279C.836, Proposer must have a 30K Public Works Bond on file prior to executing a Contract with Oregon State University.
- d. Authorized dealer and installer of the manufacturer(s) full product line that the Proposer selected in Exhibit C.
- e. Company policies supporting project management, order processing, customer support, warranty claims, and product returns.
- f. Able to provide a minimum of a 1 year warranty on installation work.

#### 4.02 PREFERRED QUALIFICATIONS:

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

- a. Able to provide Green or Recycled products and support OSU's sustainability goals.
- b. Availability of product lines that meet ADA requirements.
- c. Furniture recovery or buyback program to assist with the disposal process of used furniture at OSU Facilities.
- d. OSU desires that the Proposer have a showroom within a reasonable driving distance from OSU, in which, OSU personnel have the ability to view furniture prior to issuance of a purchase Order.

<b>5.0 REQUIRED SUBMITTALS</b>
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#### 5.01 QUANTITY OF PROPOSAL:

Submit one (1) original Proposal and seven (7) duplicate copies. Mark original Proposal as "ORIGINAL". Original should contain original signatures on any pages where a signature is required. Proposals should contain the submittals listed in this section below:

#### 5.02 REQUIRED SUBMITTALS:

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

Proposers should submit the following information:

- Description of how the goods or services offered specifically meet the requirements specified in section 3. At a minimum, Proposal should provide;
  - Company policies/statements on project management, order processing, customer support, warranty claims, and product returns.
- Detailed information about how the Proposer meets the minimum qualifications detailed in section 4.01. At a minimum, Proposer should provide;
  - List of similar institutions which Proposer has provided similar products and services and how long the services were provided.
  - Oregon State Construction Contractors Board (CCB) ID Number.
  - Authorization letters or other documentation indicating the Proposer is authorized to sell and install the manufacturers' full product line.
- Detailed information about how the Proposer meets the preferred qualifications detailed in section 4.02. At a minimum, Proposer should provide;

- Catalog sampling showing green, recycled, and ADA compliant product offerings by manufacturer.
- Location(s) of showrooms, if available.
- Company policies on furniture recovery or buyback program.
- Exhibit B, Certifications, fully completed.
- Exhibit C, Product Discount Pricing List, should include CD listing entire current MFR's price list for each product line proposed.
- Exhibit D, Installation Service rates, fully completed.
- Exhibit E, References, fully completed.

## **6.0 EVALUATION AND AWARD**

### 6.01 EVALUATION:

The stages of review and evaluation are as follows:

a. Determination of Responsiveness:

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

b. First Stage Evaluation:

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

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

c. Second Stage Evaluation:

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

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

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

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. Contract will be awarded to the Proposer who in OSU 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. Proposers will be scored separately for each manufacturer they select. The maximum points available for each criterion are identified below.

<u>Evaluation Criteria:</u>	<u>Points:</u>
Proposal relative to the Specifications/Statement of Work (Exhibit A)	15
Proposers qualifications relative to the minimum qualifications (4.01)	10
Proposers qualifications relative to the preferred qualifications (4.02)	10
Product discount (Exhibit C)	35
BOLI PWR (Equal to Base Rate + Fringe Rate) % Markup (Exhibit D)	20
Non-BOLI Installation Rate (Exhibit D)	<u>10</u>
<b>Total</b>	<b>100</b>

#### 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, Attachments, or Exhibits, 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 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, Oregon Administrative Rules and Internal Management Directives. Legal 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**

This Contract is between the State of Oregon acting by and through the State Board of Higher Education on behalf of Oregon State University ("OSU"), and [Contractor's name] ("Contractor").

WHEREAS, OSU competitively solicited for the goods and services outlined in this Contract under Request for Proposal number JF155567P entitled Classroom, Residential, and Educational Furniture, filing Equipment, Related Products and Support Services and was selected as the Proposer best able to provide these goods and services; and

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

NOW, THEREFORE, OSU and Contractor agree as follows:

**1. CONTRACT TERM AND TERMINATION:**

**A. CONTRACT TERM.**

This Contract is effective on the date of last signature and expires on (insert date). This Contract may be renewed, upon mutual agreement of the parties through written amendment, for eleven (11) additional one (1) year terms based on the current terms.

**B. 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.

### C. 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 reduced 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.

## 2. REQUIRED GOODS, SERVICES, PRICING AND DELIVERY SCHEDULE.

Contractor shall deliver to OSU the following goods and services for the prices specified in this section. This Contract is administered by OSU Procurement and Contract Services ("PaCS"). This Contract describes the terms by which any specific unit, person, or research group of OSU with procurement authority ("Departments") may purchase goods and services. For purposes of this Contract, "Work" means the furnishing of all materials, equipment, labor, transportation, services, and incidentals necessary to successfully complete the Work specified on the purchase order.

### A. GOODS.

- a. A Department will purchase goods and services by either using an OSU Department purchase order or by using an OSU Banner purchase order. Orders only provide information required to be supplied by this Contract to describe a particular order and do not otherwise vary the terms of this Contract.
- b. Upon a Department's request, Contractor shall provide a quote for all offerings from (insert manufacturer name) at any of the OSU statewide facilities per the terms and conditions contained in this Contract. If the Department decides to proceed with the purchase, it will issue a purchase order based on Contractor's quote authorizing Contractor to begin Work.. Contractor shall not begin Work until a purchase order has been issued.
- c. All products must be free of all asbestos and hazardous materials.

### B. SERVICES INCIDENTAL TO GOODS.

#### GENERAL

- a. Contractor shall provide training through a qualified authorized service representative of the manufacturer. Contractor shall train to Departments satisfaction the individuals identified by Department in the operation, adjustment, repair and maintenance of goods delivered under this Contract.
- b. Contractor shall provide, upon request of Departments, professional recommendations, area schematics, and layouts on products that will meet the project specifications at no additional charge to OSU.
- c. For items discovered to have been ordered in error by the Contractor, and/or have quality defects, replacements shall be expedited and supplied in the shortest time frame allowed at no charge to OSU.
- d. (OPTIONAL CLAUSE: To be included if Contractor has a reclamation service) Contractor shall utilize all reclamation services and opportunities available for recycling and removal of furniture removed from OSU. (Expand)

- e. Any standard item may be returned within ten (10) working days after receipt provided:
  - i. The item is new, and;
  - ii. The item is in unused condition;
  - iii. The item is not a custom built item

A restocking charge, not to exceed 10% of the net purchase price, may be paid by Departments as well as freight costs. However, if the error was caused by the Contractor, there will be no costs charged to Departments.

- f. Contractor shall post work schedules at worksite to inform OSU staff and students of upcoming tasks to be performed. Schedule shall include location of Work, time Work is to be performed and an indication of anticipated noise levels and/or strong odors.
- g. Departments may cancel an order without cost or penalty prior to shipment from the Contractor, except for made to order items

### WORKMANSHIP/INSTALLATION

- a. Contractor shall provide labor, equipment, materials, and expertise required for assembly and installation services, at rates published in Attachment B.
- b. Contractor shall maintain a current and active Construction Contractors Board (CCB) ID Number with the State of Oregon.
- c. Installation services shall be performed in a professional manner in accordance with industry standard best practices and manufacturers' instructions. The premises shall be left in a clean condition.
- d. Contractor shall repair any damage caused by the Contractor to existing facilities to OSU's reasonable satisfaction and at no expense to OSU.
- e. Installations shall be coordinated with requesting Department and be performed during standard work hours unless otherwise agreed to by the Department. Cost increases will be allowed for installations performed during non-standard hours, (normally after 5 PM, Monday through Friday); however, any work performed during non-standard hours must be approved in writing by Department before work can begin. Department's written approval is not effective if it does not include agreed upon rates and a not-to-exceed amount for the installation services.
- f. Contractor shall at all times keep the site of work and adjacent premises as free from materials, debris, rubbish and trash as practicable, and shall remove same from any portion of the site. Contractor shall dispose of all debris, rubbish and trash off OSU campus.

### SAFETY

- a. Contractor shall take all necessary precautions for the safety of and shall provide all necessary protection to prevent damage, injury or loss to:
  - i. All employees associated with the Work and all other persons who may be affected thereby;
  - ii. OSU staff and students;
  - iii. All the Work and all materials and equipment to be incorporated therein, under the care, custody or control of Contractor or any of the Subcontractors; and

- iv. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

### C. PRICING

- a. Goods: Product price structure is the product percent discount, by category, indicated in Attachment A off Manufacturers' List Price, and includes any shipping and handling charges to any OSU location. Contractor may negotiate product discounts after the initial Term for subsequent renewal periods. Contractor shall submit any proposed changes to product discount in writing to PaCS for consideration at least ninety (90) days before the annual renewal period. Changes to the product discount are effective only if approved by PaCS. The percentage discount will remain the same for the full term of the renewal period.
  - i. "Manufacturer's List Price (MLP)" means the current manufacturers' list price published by the manufacturer. Contractor shall provide PaCS with an electronic copy (Excel) of the current published Manufacturers' List Price, upon request, on which the Contract or Contract amendments are based including the following information:
    - 1. Manufacturer part number
    - 2. Contractor part number, if applicable
    - 3. Product description
    - 4. Manufacturers' List Price
  - ii. OSU pricing shall be calculated as:  
$$\text{MLP} - (\text{MLP} \times \text{Discount } \%) = \text{OSU price}$$
- b. Service Rates: Preparation and installation not subject to BOLI Prevailing Wage Rates (PWR) are at service rates per hour as specified in Attachment B. Projects subject to BOLI PWR are the PWR (PWR is the combined total of both the base rate and fringe rate, as published by BOLI), at the time of initial request by Department, plus the percentage markup of PWR specified in Attachment B.
  - i. BOLI PWR Mark-Up – Contractor shall keep the percentage markup specified in Attachment B the same throughout the Initial Term of the Contract. Contractor may negotiate increased percentage after the initial Term for subsequent renewals. Contractor shall submit any proposed increase in the percentage markup in writing to PaCS for consideration at least ninety (90) days before the renewal period. Changes to percentage markup are effective only if approved in writing by PaCS and will remain the same for the full term of the renewal period.
  - ii. Non BOLI PWR Installation Rates – Contractor shall keep the service rates specified in Attachment B the same throughout the Initial Term of the Contract. Contractor may negotiate increased service rates after the Initial Term for subsequent renewals. Contractor shall submit any proposed increase in service rate at least ninety (90) days before the renewal period. Changes to service rates are effective only if approved in writing by PaCS and will remain the same for the full term of the renewal period.
  - iii. Adjustment Documentation:  
Supporting documentation for proposed PWR percentage markup or installation service rates adjustments must be included with all requests. If Contractor is unable to provide sufficient supporting documentation for any proposed percentage markup or service rate adjustment request, the request will be rejected and the percentage markup or service rate will stay the same as the last Contract or Contract amendment.
- c. Bonds: Contractor shall maintain, at all times, a current Public Works Bond on file with the State of Oregon. Payment and performance bonds, if required on specific projects, shall be billed at Contractor's reasonable cost of acquiring bonds.
- d. Departments reserves the right to conduct separate solicitations for selected items, or utilize other contracts, in order to secure best pricing available for OSU.

- e. No charges will be allowed for storage and handling which includes, but is not limited to: storage, packing, wrapping, bags, containers, reels, or packaging disposal.
- f. Purchases may be subject to Federal Grants and Contracts and in the event that orders are placed that are subject to Federal terms and conditions, Federal terms and conditions may take priority over all other Contract terms and conditions. Contractor shall agree to Federal terms and conditions without prior notification of specific purchases subject to these documents.
- g. Contractor shall not establish or charge any surcharges or fees, of any kind, unless expressly permitted by this Contract.
- h. Additional Price Stipulations: Contractor agrees to the following additional Contract price stipulations:
  - i. Pricing shall be the same for all ordering venues, internet, phone, or in store.
  - ii. Pricing shall be transparent to all customers.

#### D. PACKAGING/DELIVERY

- a. All shipping containers shall be suitable for storage of the shipment contained therein. No additional charges will be allowed for shipping damage.
- b. Contractor shall make every effort possible to reduce waste and shall use recycled shipping products wherever feasible.
- c. Standard product delivery will be within thirty (30) calendar days of receipt of order by Contractor unless otherwise negotiated at time of order.
- d. Unless Department's purchase order specifies drop ship under paragraph (g) below, Contractor shall deliver goods FOB destination, prepaid and allowed to any OSU location. 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.
- e. Contractor shall coordinate with Department for the delivery, staging and storage of furniture and equipment in accordance with a mutually agreed upon schedule.
- f. If Contractor is unable to deliver according to the mutually agreed upon schedule, Contractor shall immediately provide written notification to Department and Department shall have the right to cancel the order and make the purchase of like items from another supplier. Contractor may be billed and, if billed, shall reimburse Department for any difference between Contract pricing and actual price paid.
- g. Drop Ship – Where designated by Department in its Purchase Order, Contractor shall provide drop shipped delivery of goods to the location stipulated by Department. Contractor shall bear responsibility for loss or damage to the products while in transit to the designated delivery location. Products shall be delivered to a loading dock or other designated receiving area. Off-loading, inspection, and filing of any freight claims shall be the responsibility of Department. Any obvious damages or defects shall be indicated on the bill of lading by the recipient at time of delivery and reported to Contractor within fourteen (14) days of arrival. Contractor shall assist in the filing of claims, repairs or replacements, if necessary.
- h. Inside Building Delivery – When designated by Department, Contractor shall provide inside building delivery of all goods to the designated location. Contractor shall off-load, inspect, file any necessary freight claims and deliver the product to the exact designated location.

- i. Final acceptance shall occur when all products have been ordered, shipped, and delivered to the complete satisfaction of Department. Final acceptance shall not relieve Contractor of its responsibility for hidden product damage caused prior to final acceptance or incorrectly shipped goods not discovered at the time of delivery. Contractor shall not be responsible for goods that are damaged lost or stolen after final acceptance.

E. NECESSARY COMPONENTS.

Unless specified otherwise in Department's purchase order, Contractor shall include, as part of the product discount(s) listed in Attachment A, all components, hardware and parts necessary for complete and proper assembly, installation and operation of goods.

F. NEW AND UNUSED GOODS.

Unless specified otherwise, Contractor shall deliver goods that are new, unused and produced from current production inventory. Contractor shall provide goods manufactured from only those components that the manufacturer offers in the manufacturer's current parts catalog for goods and carry full manufacturer warranties.

G. WARRANTIES.

Contractor warrants all goods delivered to be free from defects in labor, material, and manufacture and to be in compliance with specifications in the Solicitation Document. All implied or expressed warranty provisions of the Uniform Commercial Code, at ORS Chapter 72, are incorporated into this Contract. All warranties run to OSU.

Contractor shall pass through to OSU all applicable manufacturers' warranties. Workmanship warranties will be provided per this Contract for each purchase order unless otherwise stated in the purchase order.

Contractor shall perform all warranty Work in a timely manner at no additional cost to OSU, working directly with the applicable Department.

H. NON-COMPLIANCE.

If any goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to comply with applicable regulatory standards or the Specifications, Contractor shall immediately notify OSU of the recall or non-compliance, and shall provide copies of the recall notice or notice of non-compliance, as applicable, and all other supporting documentation for the recall or non-compliance determination. OSU may elect to (a) reject goods in whole or in part, or (b) revoke its acceptance of goods in whole or in part. If OSU rejects goods or revokes its acceptance of goods, Contractor shall remove the particular goods from OSU's possession at no cost to OSU and shall reimburse OSU for all payments made for those goods.

I. REPORTS.

Contractor shall provide the following periodic reports:

- i. Quarterly sales report by product, account number, department or location.
- ii. As requested by OSU, reports of sales of environmental/green products sold to OSU.
- iii. Other reports as reasonably requested by PaCS during the term of the Contract.

J. PRICE VALIDATION.

The OSU Contract Administrator may complete a price validation any time during the term of the Contract to confirm that the price charged for selected items are equal to or less than the Contract terms. Contractor will be notified of any item(s) found not in compliance with the Contract terms in a letter of non-compliance.

Promptly after receiving OSU's non-compliance letter, Contractor will perform an item level audit for all items identified in the non-compliance letter and provide a copy of the audit to OSU.

Contractor will do the audit for the entire Contract life, from start to current date or until date of previous audit. Contractor will issue immediate credit for amounts that total less than \$500 or refund for amounts equal or greater than \$500 to the ordering Department for all overcharges. This price validation is in addition to any other audit rights under this Contract.

### **3. PAYMENT:**

#### **A. GENERAL PAYMENT PROVISIONS.**

Contractor shall send invoices to OSU for goods and services delivered and accepted by OSU. Contractor shall include in each invoice:

- a. The Contract number or 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 remittance address.

Contractor shall send all invoices to OSU's Administrator or to the Department to which the goods or services were delivered if a Department Administrator is not specified.

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).

#### **B. ADMINISTRATIVE FEE.**

Contractor shall pay OSU Procurement and Contract Services an administrative fee of 2% of the total gross revenue from the Contract. Total gross revenue includes any business generated from OSU or other public agencies using this under a permissive cooperative procurement. Administrative fee payments shall be made quarterly in arrears no later than 45 days after the end of each quarter, made payable to "OSU PaCS" and mailed to 644 SW 13<sup>th</sup> Street, Corvallis OR 97333. Payment shall include a report indicating Contractor's calculation of the gross revenue and the administrative fee. This administrative fee is designed to be invisible to the end users in that they will not see it as a separate, additional charge.

### **4. INSURANCE AND INDEMNIFICATION:**

#### **A. LIABILITY INSURANCE.**

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

- Commercial General Liability
- Automobile Liability

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



Limit for any single claimant per occurrence:

From commencement of the Contract term to June 30, 2012: \$1,700,000.

July 1, 2012 to June 30, 2013: \$1,800,000.

July 1, 2013 to June 30, 2014: \$1,900,000.

July 1, 2014 to June 30, 2015: \$2,000,000.

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

Limit for all claimants per occurrence:

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

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

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

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

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

Property Damage:

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

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

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

#### B. WORKERS' COMPENSATION.

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

#### C. PROPERTY INSURANCE.

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

#### D. PRIMARY COVERAGE.

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

#### E. CERTIFICATES OF INSURANCE.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the OSU Contract Administrator, upon request. In such case, Contractor shall ensure that the Certificate(s) specifies all additional insureds (or loss payees). Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Insurance certificates and applicable endorsements will be required for individual purchases subject to Bureau of Labor and Industries, Prevailing Wage Rates.

#### F. NOTICE OF CANCELLATION OR CHANGE.

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

#### G. INDEMNITY AND RESPONSIBILITY FOR DAMAGES.

a. Contractor shall 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 indemnify and hold harmless OSU and its officers, directors, agents, 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 indemnify and hold OSU and its officers, directors, agents, 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 of any claim that is subject to a. or b.; provided that OSU may, at its election and expense, assume its own defense in the event that OSU determines that Contractor is prohibited from defending the State of Oregon, or is not adequately defending the OSU's interests, or that an important governmental principle is at issue.
- d. Any settlement subject to a. or b. requires OSU's prior written consent which shall not be unreasonably withheld.

## **5. GENERAL TERMS AND CONDITIONS:**

### **A. ACCESS TO RECORDS AND AUDIT.**

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

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

### **B. 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.

C. APPLICABLE LAW; JURISDICTION AND VENUE.

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

D. COMPLIANCE WITH APPLICABLE LAW.

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

E. CONFIDENTIALITY.

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

F. EXECUTION AND COUNTERPARTS.

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

G. FORCE MAJEURE.

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

H. GOVERNMENT EMPLOYMENT STATUS:

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

I. INDEPENDENT CONTRACTOR STATUS.

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

J. MWESB REPORTING LANGUAGE PROVISION.

Upon request by OSU, Contractor is required to provide a report on the dollar volume of products provided under the Contract which are purchased by the Contractor from firms which are defined as follows:

**Disabled Veteran Enterprise** means a business that is at least 51% owned by one or more disabled veterans. A disabled veteran is a veteran of the military, naval, or air service of the United States with a service connected disability who is a resident of the State of Oregon. To qualify as a veteran with a service connected disability, the person must be currently declared by the United States Veterans Administration to be 10% or more disabled as a result of service in the armed forces. The business must be licensed and registered in the state of Oregon.

**Disadvantaged Business Enterprise (DBE)** is a small business with average annual gross receipts less than \$17,420,000. The business must be owned and controlled by one or more socially and economically disadvantaged individual(s). The one or more socially and economically disadvantaged individual(s) must have made a contribution of capital to the business, which is commensurate with their ownership interest. Socially and economically disadvantaged individual(s) are people who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as members of a group without regard to their individual qualities. The business must be independent. The business must be licensed and registered in the state of Oregon.

**Emerging Small Business**, (defined in ORS 200.005), is a licensed and registered business located in Oregon for which the average annual gross receipts for the three previous tax years do not exceed \$3,266,219 for construction and \$1,088,740 for non-construction businesses. The business must have fewer than 29 employees.

**Minority Business Enterprise**, (defined in ORS 200.005), is a business which is at least 51% owned by one or more minority individuals or, in the case of any publicly owned business, at least 51% of the stock of which is owned by minority individuals. Minority individuals are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The business must be licensed and registered in the state of Oregon.

**Women Business Enterprise**, (defined in ORS 200.005), is a business which is at least 51% owned by one or more women. The woman or women must have managerial and operational control over all aspects of the business. The one or more women owner(s) must have made a real and substantial contribution of capital or expertise to the business, which is commensurate with their ownership interest. The business must be licensed and registered in the state of Oregon.

This report shall be in consolidated form showing all such purchases under the Contract. This report will be provided on an annual basis to OSU. This report will provide a cumulative figure that shows year to date amounts for each supplier ownership category.

K. NOTICE.

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

<u>OSU Contract Administrator</u> and:	<u>OSU Construction Officer</u>
James Figgins	Heather Cooney
Purchasing Analyst III	Construction Contract Officer
644 SW 13 <sup>th</sup> Street	644 SW 13 <sup>th</sup> Street
Corvallis, OR 97333	Corvallis, OR 97333
541-737-6995	541-737-9635
541-737-2170	541-737-2170
James.figgins@oregonstate.edu	Heather.cooney@oregonstate.edu

CONTRACTOR Contract Administrator

[Name]  
[Title]  
[Address]  
[City, State, Zip]  
[Phone Number]  
[Fax Number]  
[E-Mail Address]

L. ORDER OF PRECEDENCE.

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

M. 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.

N. PARKING.

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

O. (OPTIONAL CLAUSE: Include the following only if Contractor agrees in Attachment B - Certifications, Section IV. Permissive Cooperative Procurements.) PERMISSIVE COOPERATIVE PROCUREMENTS.

Contractor agrees to make prices offered under this Contract available to other Oregon public agencies upon the same terms and conditions set forth in this Contract. The prices offered to other public agencies shall be at the same rate as offered to OSU. OSU does not guarantee purchases from any other public agencies. Any purchases pursuant to this Contract by a public agency other than OSU are directly between the Contractor and the public agency and the obligations and rights of OSU under this Contract, except for the Administrative Fee (which shall be paid to OSU and not to the other public agency), are that of the other public agency. Contractor shall provide written notification to OSU when a new public agency begins utilizing this Contract. The total expenditures of other public entities shall be included in the volumes reported to OSU and included in the calculation of the Contract Administrative Fee. Should the total purchases by OSU and other public entities collectively trigger any volume discounts, Contractor shall apply such discounts to fees charged to OSU.

P. RECYCLABLE PRODUCTS.

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

Q. 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.

R. SALES AND USE TAXES.

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

S. 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.

T. 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.

U. 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.

V. NO THIRD PARTY BENEFICIARY.

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

W. WAIVER.

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

X. ENTIRE CONTRACT.

This Contract, including all documents referred to herein and attached hereto, and purchase orders issued in accordance with this Contract, constitutes the entire agreement between the parties and supersedes all prior representations, understanding and agreements between the parties. No amendment, consent, or waiver of terms of this Contract shall bind either party unless in writing and signed by authorized representatives of the party against whom enforcement of the amendment, consent or waiver is sought. Any such amendment, consent, or waiver is effective only in the

specific instance and for the specific purpose given.

## **6. SPECIAL CONTRACT TERMS AND CONDITIONS:**

### **A. PREVAILING WAGE RATES**

The Contractor will review all installation projects with the OSU Construction Contracts Officer (“K” above) to determine if the project is subject to Bureau of Labor and Industries (BOLI) Prevailing Wage Rates (PWR).

If the project is subject to BOLI PWR, the Contractor will comply with the provisions of Oregon Revised Statute (ORS) 279C.800 through 279C.870, i through viii below, and the applicable BOLI PWR. These BOLI PWR are available online at: [http://www.boli.state.or.us/BOLI/WHD/PWR/pwr\\_state.shtml](http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_state.shtml).

- A. If Contractor fails to pay for labor and services, OSU may pay for them and withhold these amounts from payments to the Contractor. ORS 279C.515; OAR 839-025-0020 (2) (a).
- B. Contractor must pay daily, weekly, weekend and holiday overtime as required. ORS 279C.540; OAR 839-025-0020 (2)(b).
- C. Contractor must give written notice to the workers of the number of hours per day and days per week they may be required to work. OAR 839-025-0020(2)(c).
- D. Contractor must make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the Contractor collects or deducts from the worker’s wages. ORS 279C.530; OAR 839-025-0020(2)(d).
- E. Workers must be paid not less than the applicable state or federal prevailing wage rate, whichever is higher. ORS 279C.830(1)(c); OAR 839-025-0020(3)
- F. Contractor must have a public works bond filed with the Construction Contractors Board before starting Work in the project, unless exempt. ORS 279C-830(3)(a).
- G. Contractor must include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work on the project, unless exempt. ORS 279C.830(3)(b).

Purchase Orders processed under this Contract shall state “The Work performed is subject to the (insert applicable date of the publication) Prevailing Wage Rates for Public Works Contracts in Oregon, State Apprenticeship Rates and Definitions of Covered Occupations for Public Works Contracts in Oregon which may be obtained at [http://egov.oregon.gov/boli/WHD/PWR/pwr\\_book.shtml](http://egov.oregon.gov/boli/WHD/PWR/pwr_book.shtml)”.

## **7. CERTIFICATIONS AND SIGNATURES:**

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

- A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- B. Contractor is not a contributing member of the Public Employees’ Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance, workers’ compensation or the Public Employees’ Retirement System, except as a self-employed individual.
- C. Pursuant to OAR 580-061-0030, Contractor certifies that Contractor has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts;
- D. The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act

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

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

**CONTRACTOR:**

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

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

By: \_\_\_\_\_

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

**OSU:**

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

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

By: \_\_\_\_\_

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



**ATTACHMENT A**

**PRODUCT DISCOUNTS**

**ATTACHMENT B**

**SERVICE RATES**

**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) ID 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**  
**CLASSROOM AND EDUCATIONAL FURNITURE,**  
**FILING EQUIPMENT AND RELATED PRODUCTS**  
**PRODUCT DISCOUNTS**

1. Category Definitions:
  - a. Systems Furniture/Modular Furniture; Includes, but not limited to, office furniture, typically cubicles or workstations that are flexible as far as installing, making changes, moving, rearranging etc.....
  - b. Seating; Includes, but not limited to, office furniture such as chairs, lounges, couches, benches, theatre seating etc.....
  - c. Casegoods; Includes, but not limited to, office furniture that is usually free standing, pre-assembled, generally not modular, and includes such types as desks, credenzas, file cabinets etc.....
  - d. Tables; Includes, but not limited to, office tables, conference tables, executive tables, coffee tables, folding tables etc.....
  - e. Technology Furniture Products; Includes, but not limited to, Smart boards, Sound panels, Electronic White Boards etc.....
  
2. Proposer shall list below the Proposer's percentage discount offered as a discount from the manufacturers' list price for each category that the Proposer wants to be considered for contract award.

Proposer Company Name: \_\_\_\_\_

<u>MANUFACTURER</u>	<u>CATEGORY</u>	<u>% DISCOUNT FROM LIST PRICE</u>
Steelcase	Systems Furniture/Modular Furniture	_____
	Seating	_____
	Casegoods	_____
	Tables	_____
	Technology Furniture Products	_____
Herman Miller	Systems Furniture/Modular Furniture	_____
	Seating	_____
	Casegoods	_____
	Tables	_____
	Technology Furniture Products	_____
Krueger International	Systems Furniture/Modular Furniture	_____
	Seating	_____
	Casegoods	_____
	Tables	_____
	Technology Furniture Products	_____
Haworth	Systems Furniture/Modular Furniture	_____
	Seating	_____
	Casegoods	_____
	Tables	_____
	Technology Furniture Products	_____

Proposer Company Name: \_\_\_\_\_

<u>MANUFACTURER</u>	<u>CATEGORY</u>	<u>% DISCOUNT FROM LIST PRICE</u>
Knoll	Systems Furniture/Modular Furniture	_____
	Seating	_____
	Casegoods	_____
	Tables	_____
	Technology Furniture Products	_____
Watson	Systems Furniture/Modular Furniture	_____
	Seating	_____
	Casegoods	_____
	Tables	_____
	Technology Furniture Products	_____
Teknion	Systems Furniture/Modular Furniture	_____
	Seating	_____
	Casegoods	_____
	Tables	_____
	Technology Furniture Products	_____
Kimball	Systems Furniture/Modular Furniture	_____
	Seating	_____
	Casegoods	_____
	Tables	_____
	Technology Furniture Products	_____
National	Systems Furniture/Modular Furniture	_____
	Seating	_____
	Casegoods	_____
	Tables	_____
	Technology Furniture Products	_____
Friant	Systems Furniture/Modular Furniture	_____
	Seating	_____
	Casegoods	_____
	Tables	_____
	Technology Furniture Products	_____

Proposer Company Name: \_\_\_\_\_

New England Woodcraft	Systems Furniture/Modular Furniture	_____
	Seating	_____
	Casegoods	_____
	Tables	_____
Hon	Technology Furniture Products	_____
	Systems Furniture/Modular Furniture	_____
	Seating	_____
	Casegoods	_____
V/S	Tables	_____
	Technology Furniture Products	_____
	Systems Furniture/Modular Furniture	_____
	Seating	_____
IZZY+	Casegoods	_____
	Tables	_____
	Technology Furniture Products	_____
	Systems Furniture/Modular Furniture	_____
Navetta Design	Seating	_____
	Casegoods	_____
	Tables	_____
	Technology Furniture Products	_____
McDowell-Craig	Systems Furniture/Modular Furniture	_____
	Seating	_____
	Casegoods	_____
	Tables	_____
TEC	Technology Furniture Products	_____
	Systems Furniture/Modular Furniture	_____
	Seating	_____
	Casegoods	_____
	Tables	_____
	Technology Furniture Products	_____

Proposer Company Name: \_\_\_\_\_

Camatic	Systems Furniture/Modular Furniture	_____
	Seating	_____
	Casegoods	_____
	Tables	_____
	Technology Furniture Products	_____
St. Johns Panel Systems	Systems Furniture/Modular Furniture	_____
	Seating	_____
	Casegoods	_____
	Tables	_____
	Technology Furniture Products	_____
Office Master	Systems Furniture/Modular Furniture	_____
	Seating	_____
	Casegoods	_____
	Tables	_____
	Technology Furniture Products	_____
Global/Evolve	Systems Furniture/Modular Furniture	_____
	Seating	_____
	Casegoods	_____
	Tables	_____
	Technology Furniture Products	_____
Great Openings	Systems Furniture/Modular Furniture	_____
	Seating	_____
	Casegoods	_____
	Tables	_____
	Technology Furniture Products	_____
OFS Brands	Systems Furniture/Modular Furniture	_____
	Seating	_____
	Casegoods	_____
	Tables	_____
	Technology Furniture Products	_____

Proposer Company Name: \_\_\_\_\_

Preferred Seating (RFM)	Systems Furniture/Modular Furniture	_____
	Seating	_____
	Casegoods	_____
	Tables	_____
Surface Works	Technology Furniture Products	_____
	Systems Furniture/Modular Furniture	_____
	Seating	_____
	Casegoods	_____
PS Furniture	Tables	_____
	Technology Furniture Products	_____
	Systems Furniture/Modular Furniture	_____
	Seating	_____
Coalesse	Casegoods	_____
	Tables	_____
	Technology Furniture Products	_____
	Systems Furniture/Modular Furniture	_____
Details	Seating	_____
	Casegoods	_____
	Tables	_____
	Technology Furniture Products	_____
Workrite	Systems Furniture/Modular Furniture	_____
	Seating	_____
	Casegoods	_____
	Tables	_____
	Technology Furniture Products	_____



**EXHIBIT D**  
**INSTALLATION AND SERVICES**  
**SERVICE RATES**

Proposers to provide the following cost profiles for installation and services:

1. INSTALLATION:

- a) Bureau of Labor and Industries (BOLI), Prevailing Wage Rate (PWR) (PWR = Base Rate + Fringe Rate) preparation/installation % markup

% \_\_\_\_\_ above BOLI PWR.

- b) Non-BOLI PWR preparation/installation rate

\$ \_\_\_\_\_ /Per Hour

**EXHIBIT E  
REFERENCES**

**REFERENCE 1**

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

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**REFERENCE 2**

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

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**REFERENCE 3**

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

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