

**REQUEST FOR PROPOSALS (RFP)**  
**Furniture Purchases for PSU Student Housing**  
**RFP No. 22337**

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**ATTENTION POTENTIAL**  
**PROPOSERS!**

**IMPORTANT NOTICE!!**

**Responsibility of Each Proposer Participating in the Bidding Process**

It is the responsibility of each participating proposer to refer daily to the OUS Business Opportunities website to check for any available amendments or addenda, responses to inquiries and/or questions, cancellations, or notices of intent to award, and any and all additional information regarding this opportunity that is posted. It is not Portland State University's responsibility to notify participating proposers by email or by any other means of any of the above. Copies of this document can be obtained on the web site as well. The web link follows:

<http://www.ous.edu/about/bid>

All requests for changes or clarifications regarding technical information, procedural requirements, contractual requirements or other issues must be submitted in accordance with Section 1, Instructions to Proposers and Section 3, Questions or Requests For Clarification/Change.

**NO LATE PROPOSALS WILL BE ACCEPTED**

**Minority, Women, and Emerging Small Businesses**

PSU is committed to increasing opportunities for Minority, Women, and Emerging Small Businesses (MWESB). PSU strongly encourages its proposers to use these businesses in providing services and materials for PSU contracts and projects.

*PSU promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.*

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Commodity Title: Furniture Purchases for PSU Housing  
Buyer: State Board of Higher Education acting by and through  
Portland State University (PSU)  
Contracts Officer: Stacey L. Balenger  
Phone/Fax: (503) 725-5244 (Ph); (503) 725-7873 (FAX)  
Email: [balenger@pdx.edu](mailto:balenger@pdx.edu) with a copy to: [contract@pdx.edu](mailto:contract@pdx.edu)  
Date Issued: November 15, 2013

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## **RFP Proposal Deadline for Receipt by PSU Contracting and Procurement Services**

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Day/Date: December 10, 2013  
Time: 3:00 PM, Pacific Daylight Time (PDT)  
Location/Address: Portland State University  
Contracting and Procurement Services  
(UPS, FED-X, and hand delivery) 1600 SW Fourth Avenue, Suite 260  
Portland, OR 97201

Mailing Address (USPS): Portland State University  
Contracting and Procurement Services  
PO Box 751 –FAST-CAPS  
Portland, OR 97207-0751

### **Overview:**

Portland State University is seeking to contract with a firm or firms for the purchase, delivery and installation of furniture for its Broadway student housing facility located at 625 SW Jackson Street. The Broadway building has 353 units at 325 sq. ft. each, with primarily double occupancy, loft-like cement floors, and a kitchenette and bath.

In order to maintain as much consistency as possible, for aesthetic purposes, images and specifications of furnishings currently in use at this and other University housing facilities are provided in **Exhibit A: Current Furniture in Student Housing**, incorporated by reference herein. You may also view current rooms and furnishings as well as floor plans at: <http://www.pdx.edu/housing/broadway>.

Proposers must submit for consideration, proposals for all furniture pieces for aesthetic consistency. PSU would prefer that all furniture pieces match current, natural wood furniture in student housing but will accept alternative items for consideration.

### **Contract Term:**

The resulting Contract(s) will be for a one (1) year period commencing on the date of execution with options to renew for one (1) additional one (1) year period. Any optional renewal will be subject to approval by PSU in its sole discretion. Total length of Contract with extension shall not exceed two (2) years.

### **Financial Consideration:**

The total financial consideration PSU will pay contractor(s) for completion of the furniture purchases identified in this RFP is to be determined and will be included in any contract(s) that is (are) awarded as a result of this RFP.

**Cooperative Purchasing:**

All Oregon University System (OUS) Universities and other public agencies or Universities may utilize any contract(s) awarded as a result of this Request for Proposal. The OUS Universities and other public agencies shall be individually responsible for their obligations to the awarded vendor(s). Likewise, the vendor(s) shall be responsible to the OUS University and other public agencies for their obligations to the OUS members and public agencies pursuant to any ensuing contract(s). Any such purchases shall be between the vendor and the participating OUS member or public agency and shall not impact the vendor(s) obligation to Portland State University. Portland State University makes no representation or guarantee as to the volume of such additional purchases. It is currently intended that Portland State University will be entering into a contract, or contracts, with the apparent successful respondent(s) to this RFP.

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## SCHEDULE OF EVENTS

**These dates are for reference only; PSU may change these dates at its discretion. PSU will post any changes to schedule dates on the OUS website: <http://www.ous.edu/about/bid>.**

Issue RFP to potential proposers	November 15, 2013
Deadline for proposer inquiries, request for changes or protest of specifications	November 22, 2013
Deadline for PSU to respond to proposer inquiries and/or protest of RFP specifications and/or contract terms and conditions	November 27, 2013
<b>Proposals due*</b>	<b>December 10, 2013</b>
Furniture demos delivered and installed for evaluation by	December 13, 2013
Evaluation period, ending	January 13, 2014
Anticipated notice(s) of intent to award	January 15, 2014
Deadline to protest award(s)	<b>Three (3) <u>calendar</u> days <u>after</u> date of intent to award</b>
Anticipated date of contract(s) execution (no later than)	January 20, 2014

**\* Proposals must be received by the PSU Contracting and Procurement Services office no later than 3:00 p.m. local time on this date.**

## **SECTION 1: INSTRUCTIONS TO PROPOSERS**

All Proposals submitted in response to this RFP are subject to the provisions and requirements of the applicable Oregon Revised Statutes (ORS), the applicable Attorney General's Model Public Contract Rules and the Administrative Rules of the Oregon University System.

1. **Right to Reject:** PSU reserves the right to cancel this procurement or RFP, and reserves the right to reject any or all Proposals received as a result of this RFP, upon finding that it is in the public interest to do so or for any other reason set forth in this RFP.
2. **Preparation Costs:** PSU shall not be liable for any costs incurred by proposers in the preparation of Proposals to this RFP, including any meetings and demonstrations that may be required or requested.
3. **Questions or Requests For Clarification/Change:** All requests for changes or clarifications regarding technical information, procedural requirements, contractual requirements or other issues must be submitted, in writing, and received no later than the date and time, listed in the Schedule of Events, to the name and address listed on page 2 of this RFP. Any exception or a concern regarding this RFP, must be raised in writing, which must be received by the deadline date for Requests for Changes listed in the Schedule of Events.

PSU reserves the right to reject Proposals from proposer(s) that raise any objections to the terms and conditions of this RFP after the deadline date for requests for changes. Proposers' proposed agreements, including proposed supplemental terms and conditions may be considered by PSU in its sole discretion, pursuant to Sections 16, 17 and 18 below. PSU will consider all protests and requested changes that are timely submitted and, if reasonable and appropriate, amend this RFP.

Envelopes or faxes containing requests for change or protest of RFP requirements or contract provisions shall be marked as follows:

- Attention: RFP Document Number and title;
- RFP Specification (or Contract Provisions) being questioned; or,
- Request for Change (or Protest); and,
- Date Submitted.

Emailed requests for change or protest of RFP requirements or contract provisions shall be marked as follows:

- Email subject line must state: RFP Document Number and title.
- The body of the email must state: RFP Specification (or Contract Provisions) being questioned; or, Request for Change (or Protest).

PSU will not consider or respond to requests that are submitted in any manner other than as provided in this Section 3.

4. **Submittal Location:** All Proposals must be submitted to the PSU Contracting and Procurement Services office identified on Page 2 of this RFP.

5. **Change or Modification Addenda(s):** Any change or clarification to the specifications or the procurement process or to PSU's Standard Contract Terms and Conditions will be issued in the form of an Addendum to this RFP and will be made available to all proposers by posting on the OUS Business Opportunities website. Only documents issued as addenda by the PSU Contracting and Procurement Services office will serve to change this RFP in any way. No other direction, written or oral, shall serve to change this RFP document.

Proposers are not required to return addenda with their Proposal. However, proposers are responsible for making themselves aware of and obtaining and incorporating any changes made in any addenda issued into their final Proposal. Failure to do so may cause the proposer's Proposal to be rejected.

6. **Proposal Preparation and Submission:** Proposals to the RFP shall be of sufficient length and detail to demonstrate that the proposer has a thorough understanding of the PSU environment and why the proposer best meets PSU's needs.

Proposers shall submit **ONE (1) ORIGINAL** of all Proposal pages and **four (4) photocopies** of the same pages, which shall be submitted to the PSU Contracting and Procurement Services office by the RFP Proposals Due date to the location listed on Page 2 of this RFP. The original Proposal shall be marked "ORIGINAL". The Proposal shall contain no pricing information whatsoever. Pricing shall be submitted in a separate Pricing Proposal as detailed below.

Proposals shall be prepared in printed form, not handwritten, and shall be signed in ink by an authorized representative of the proposer. The person signing the RFP shall initial alterations or erasures in ink. The original Proposal submitted by a proposer must bear an original signature. Failure to submit a Proposal bearing an original signature will result in rejection of the Proposal. No oral, telegraphic, telephone, e-mail or facsimile Proposals will be accepted. Proposals and Pricing Proposals must not be submitted in three ring binders or with any binding that cannot be easily removed. Comb binding or large clips are acceptable. It is also recommended that Proposals be printed on 100% recycled paper. Proposals must not include any tabbing or glossy paper, must be printed two sided, and graphics only those graphics essential to the Proposal should be included. Proposers must also submit an electronic copy of the complete Proposal on one CD in a PDF format, and the Pricing Proposal on a separate CD in a Microsoft Excel format. Presentations formatted in Microsoft Power Point will also be accepted. Each CD should be clearly marked with the proposer's company name and identified as "Proposal" and "Pricing Proposal". Proposers must include a cover sheet that identifies the company name, the company's primary and secondary contact person's name for the Proposal, primary and secondary person's email, phone and fax number and company's web address. **PSU, in its sole discretion, may determine that a Proposal is non-responsive if the Proposal and pricing are not submitted as required, including separate CD's, in the required identified format.**

Proposals must be submitted in a sealed package(s) or envelope(s). To ensure proper identification and handling, all package(s) or envelope(s) must be clearly marked with the RFP Number and the date and time RFP Proposals are due. Pricing information must be submitted at the same time in a separate sealed package, and must be clearly marked "Pricing Proposal", with the name of the proposer submitting the Proposal clearly identified on each page of the Pricing Proposal. Pricing information must not be included with the

rest of the Proposal in any manner whatsoever. **Failure to completely separate pricing from the rest of the Proposal may result in rejection of the Proposal.**

**Section 4: Proposal Certification must bear an original signature and be completed and submitted in its entirety. Failure to comply may result in the rejection of the Proposal.**

Proposals and pricing information must be received and time-stamped by the PSU Contracting and Procurement Services office (unless otherwise specified) no later than the scheduled RFP Proposals due date and time listed in the Schedule of Events of this RFP. **Late Proposals or modifications will be rejected.**

Proposers should note that PSU has an internal campus mail system which is used to distribute all U.S. mail sent to PSU. This internal mail system sometimes experiences delays in distributing mail to campus departments and, upon rare occasion, loses mail intended for campus departments. Thus, proposers using the U.S. mail to submit their Proposals do so at their own risk.

Proposers must complete all applicable information and provide all information requested in this RFP. Failure to comply may be grounds for Proposal rejection.

Proposer shall also include in the Proposal the name, title and phone number of the person who is assigned the responsibility of answering questions and resolving problems for the proposer.

7. **Public Records:** This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the Award of a Contract, shall be kept by PSU and shall be open to public inspection. If a Proposal contains any information that is considered a trade secret by the proposer under ORS 192.501(2), each sheet of such information must be clearly marked with the following:

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

The Oregon Public Records Law, ORS 192.501(2), exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies "unless the public interest requires disclosure in the particular instance." Therefore, non-disclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

Proposers are requested to mark only specific pages or text in their Proposal considered a "trade secret" under Public Records Law. Proposals in which the entire document is marked or otherwise identified in its entirety as confidential or a "trade secret" will be rejected.

**Pricing information cannot be labeled a trade secret and must be open to public inspection.**

8. **Information Submitted:** Proposers are cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories, and that PSU is under no obligation to solicit such information if it is not included within the Proposal.

Failure by the proposer to submit such information may cause an adverse impact on the evaluation of the Proposal, including rejection of the Proposal as non-responsive.

9. **Evaluation Criteria:** Any contract(s) resulting from this RFP will be awarded based upon the evaluation criteria and methodology given in this RFP and in accordance with the Oregon University System, PSU, and State of Oregon administrative purchasing rules and laws.
10. **The Evaluation Process:** All Proposals received by the due time and date will be reviewed by an evaluation committee. The evaluation committee will determine the extent to which the Proposals conform to the specifications set forth herein and will evaluate the Proposals according to criteria identified in this RFP. The following process will be used:
  - a. Proposals will be evaluated for completeness and compliance with the requirements of this RFP. PSU reserves the right to reject those Proposals that are incomplete. PSU also reserves the right to waive what are, in PSU's judgment, minor informalities or discrepancies. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual and technical requirements of this RFP. If the Proposal is unclear, proposers may be asked to provide written clarification if it is in the best interest of PSU to do so. PSU reserves the right to reject those Proposals that do not meet all requirements.
  - b. The selection of "finalist" proposer(s) will be determined by the evaluation committee independently scoring the Proposals and then combining the scores and pricing information to determine the overall Proposal score.
  - c. The findings of the evaluation team will be summarized and the summary and award recommendation(s) will be forwarded to the PSU Contracting and Procurement Services office.
  - d. The PSU Contracting and Procurement Services office will review the recommendation and approve or reject the evaluation team's selection.
  - e. At PSU's sole discretion, proposers may be invited to make a presentation, provide a sample, and/or perform a demonstration to the evaluation committee in support of the Proposal.
11. **Investigation of References:** PSU reserves the right to investigate the references and the past performance of any proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of suppliers, sub-contractors, and workers. PSU may postpone the award or execution of the contract before or after Notice of Intent to Award to complete its investigation. PSU reserves the right to reject any Proposal or to reject all Proposals at any time prior to PSU's execution of a contract if proposer's reference checks prove unsatisfactory.
12. **Consideration of Past Performance:** PSU reserves the right to consider past performance, historical information and other facts, whether gained from the proposer's Proposal, question and answer conference, references, demonstrations, or any other source in the evaluation process.



13. **Reservation of Rights:** PSU has and reserves the right to refuse to enter into a contract if PSU, based upon reasonable grounds, determines that the interests of PSU would not be served. Specifically, this right may be exercised if PSU does not believe that a given proposer can perform a contract, or for any reason set forth in Oregon Administrative Rules. PSU, at its option, may give the proposer notice, specifying the grounds for rejection, and allow the proposer 15 calendar days to respond in writing.

Following such response, PSU, in its sole discretion may reject the Proposal as provided in the referenced administrative rules.

14. **Post-Selection Review & Finalists:** After evaluation is complete, and provided that the RFP is not canceled by PSU, PSU may rank the Proposals to determine the "finalist" proposer(s), based upon the highest-ranked Proposals as determined by the evaluation and selection criteria in this RFP and applicable statutes and administrative rules. In making these determinations, PSU reserves the right to conduct discussions with the finalist proposer(s), to accept best and final offers from those finalist(s), and to negotiate changes to the Proposal(s).

Following such determinations, the PSU Contracting and Procurement Services office will name one or more apparent successful proposer(s) and announce its' Intent to Award to one or more of these proposer(s). Identification of the "apparent successful proposer" is procedural only and creates no right in the named proposer to award of the contract. All competing proposers shall be notified in writing of PSU's Intent to Award and the identity of the apparent successful proposer and shall be given seven (7) calendar days to review the RFP file and evaluation report in the PSU Contracting and Procurement Services office. Any questions or concerns about, or protests of, the evaluation process must be in writing and must be delivered to and received by the PSU Contracting and Procurement Services office within seven (7) calendar days after the date of the letter of Intent to Award identifying the apparent successful proposer(s).

Within a reasonable time following the end of this seven (7) day protest period, PSU will consider all protests received, if any, and may:

- a. reject the protest(s) and proceed with final evaluation of the apparent successful proposer(s) and, upon a satisfactory outcome of this final evaluation, enter into a contract with the apparent successful proposer or proposers; or
  - b. sustain a meritorious protest(s) and reject the apparent successful proposer(s) as non-responsive, if such proposer(s) is unable to demonstrate that its Proposal(s) complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, PSU may name a new apparent successful proposer or proposers; or
  - c. reject all Proposals and cancel the procurement.
15. **Best and Final Offer:** Pursuant to OAR 580-061-0155, PSU reserves the right to select the proposer that, in the collective opinion of the evaluation committee, offers the best overall benefit, convenience, functionality and service at the best-value cost to PSU. PSU reserves the right to conduct discussions with the finalist proposers, to accept best and final offers from those finalists, and to negotiate changes, if it's in PSU's best interest to do so.

16. **Negotiation of Final Contract:** A limited negotiation of the proposed contract may be required to effect include certain supplemental terms and conditions from the proposers' software license agreements, maintenance contracts, technical support agreements and other similar documents in the final contract. Such negotiation shall be at PSU's discretion.
17. **Negotiable Terms and Conditions:** At such time as the disposition of any protests has been completed, PSU reserves the right to negotiate specific terms of the contract including, but not limited to: indemnification, confidentiality, intellectual property ownership and license provisions, and limitation of liability provisions, with the successful proposer(s) prior to contract execution. Proposers should note that any such negotiation shall be minimal, and should be expedited and completed by the anticipated Contract Execution Date listed in the Schedule of Events. Failure of the selected proposer(s) to execute a contract by the Contract Execution Date may result in cancellation of the award. This time period may be extended at the sole discretion of PSU.
18. **Proposer Agreements and Supplemental Terms and Conditions:** Proposers may include in proposal(s) supplemental agreement terms and conditions of any form (contracts or documents) that the proposer desires to be incorporated in contract. PSU is not bound to accept them or incorporate such supplemental terms and conditions in any contract. While PSU will not consider supplemental terms and conditions that materially conflict with the provisions of this RFP, PSU may consider and negotiate the inclusion of such terms and conditions which are reasonably related to this RFP as supplemental to PSU's Standard Terms and Conditions contained in this RFP. If the parties do not agree on the inclusion of the supplemental terms and conditions, PSU may: 1) enter into a contract with the apparent successful proposer without incorporating the terms and conditions submitted by the proposer; or (2) consider the proposal(s) non-responsive and enter into a contract with another responsive proposer. Any proposal that desires to have terms and conditions negotiated must submit the terms and conditions at the time of submission of the Proposal. PSU will not consider any terms and conditions that are not submitted with the Proposal.

## **SECTION 2: SCOPE OF WORK**

### **1. Furniture Description:**

The University may have a need to purchase furniture pieces, pending availability of funds, not to exceed three hundred thousand dollars (\$300,000). All pieces of furniture are expected to be space effective and able to give student(s) the ability to individualize their space. Currently the University requires one hundred five (105) sets of the following:

1. One twin bed frame with a no-sag spring unit. Bed ends may be wood or metal slats or a combination, 80" in length, must be multi-positional for height with the ability to bunk; must be able to hold up to 500 lbs;
2. One desk – materials to match bed ends, one to three drawers, including a keyboard drawer, length not to exceed 48";
3. One four-drawer dresser, width not to exceed 36", should be same height as desk, must support up to 100 lbs.;
4. One chair – material to match desk, ability to hold up to 350 lbs., must be stationary.

### **2. Materials Requirements:**

All pieces of furniture mentioned above must be designed to be stain and pest resistant, durable, non-porous, light in wood hue, aesthetically pleasing. Proposers must certify that all furnishings are constructed and treated for fire safety according to industry standards. Proposers will submit all certifications of fire safety treatments with their Proposal. All furniture is desired to include a ten (10) year warranty. Furniture should include the flexibility to furnish both single and double occupancy rooms.

### **3. Delivery and Installation Requirements:**

1. Awarded vendor(s) shall provide all labor to deliver, set up, and/or install furniture to PSU's Broadway Housing Building located at 625 SW Jackson St., Portland OR 97201. Please see **Exhibit B: Broadway Housing Building Loading Zone Map** and **Exhibit C: Broadway Building Third Floor Plan**, attached and incorporated by reference herein, to assist with planning for delivery and installation of furniture. This building has no area for staging of furniture. Proposer shall include in their proposal, a plan for delivering, setting up and/or installing furniture to assigned rooms in a manner that creates little or no disruption to current residents.
2. Delivery (shipping and handling) costs are the responsibility of the awarded vendor(s) and must be included in proposal pricing and paid for by awarded vendor(s).
3. Delivery includes unloading and uncrating furniture at a single delivery site and disposal off-site of all packing material for all items supplied under this scope of work.
4. Vendor(s) or delivery sub-contractor(s) must certify that delivery personnel are paid in accordance with BOLI prevailing wage requirements.
5. Any required installation to be supervised by a dedicated foreman who will coordinate all delivery, set up and installation directly with PSU's Housing Office personnel. Foreman may be required to remain on site during delivery, set up and/or installation through completion. Determination of oversight requirements will be made by PSU.

### **4. Sample Requirements:**

Vendors may submit samples of items, fabrics, or finishes proposed. Vendors may also choose to demonstrate a furniture set in PSU's Broadway building with all conditions for

delivery and set up the same as above in Item 3 paragraph 1. PSU requires all demonstration furniture to be set up by December 13, 2013, and removed by January 20, 2014. Any samples or demonstrations shall be included in evaluations of Proposers' furniture proposal as described in **Section 3: Evaluation Criteria**; Item 3. Contact Ashley Wendler in University Housing Operations; 503-725-4360 or [awendler@pdx.edu](mailto:awendler@pdx.edu) to arrange furniture demonstration delivery, set up and take down or to submit sample items.

**5. Warranties:**

All Proposals must include any and all warranty information whether it is expressed or implied.

**6. Delivery Due Date:**

PSU requires all furniture to be delivered and set up/installed between June 16-18, 2014. Vendors Proposals shall outline ship dates as well as probable delivery dates.

### **SECTION 3: EVALUATION CRITERIA**

Proposals submitted in response to this RFP will be evaluated in accordance with the following criteria:

#### **MINIMUM MANDATORY REQUIREMENTS**

Only those Proposals meeting the Minimum Mandatory Requirements of this RFP will be deemed responsive to this RFP. Those Proposals which have been deemed responsive shall be evaluated based on the following evaluation criteria:

1. **Qualifications and Experience of Firm:** Provide a description of your firm's experience (a minimum of three (3) years in providing the furniture and services described in Section 2: Scope of Work. The Contractor(s) is to designate one or more persons to be responsible for the Contractor's work under a final Contract. The Contractor must provide PSU with the name(s), address, and telephone numbers of such person(s) and must keep this information current at all times. Include in your proposal this person(s) contact information and provide a short biography of the person(s) delivering, setting up, and/or installing the furniture at PSU. **(30 points)**
2. **References:** List four (4) current or immediate past clients, from different Universities, agencies or firms for PSU to contact as your reference regarding your capacity to supply requested furniture and perform requested services, ability to meet client needs, and any other pertinent information. PSU will contact at least three references. Please include your reference's name and a contact person with phone and email address. PSU reserves the right to use any information or reference we may discover, including information based upon our own experience, in evaluating any Proposal. **(15 points)**
3. **Furniture Proposal:** Provide a proposal of the furniture which meets the criteria described in **Section 2: Scope of Work** of this RFP. Include any warranties or certifications as described in Section 2. **(50 points)**
4. **Pricing Proposal:** Provide a Pricing Proposal apart from the other required proposal material. In your Pricing Proposal you must include a Statement of Work which includes installation plan and milestone deliverable dates with payment due dates associated with such deliverables. Submit your Pricing Proposal in the Excel Format in **Attachment A: Pricing Proposal Form**, attached and incorporated by reference herein. **(35 points)**
5. **Sustainability:** Provide a detailed description of your firm's documented sustainable business practices and sustainable practices in fabrication, delivery, and routine maintenance for all furniture. Designate a person in your firm who can discuss sustainability practices with PSU. **(10 points)**

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#### ***Summary of Evaluation Criteria***

<b>Qualifications and Experience of Firm</b>	<b>30 points</b>
<b>References</b>	<b>15 points</b>
<b>Furniture Proposal</b>	<b>50 points</b>
<b>Pricing Proposal</b>	<b>35 points</b>
<b>Sustainability</b>	<b>10 points</b>

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**TOTAL POSSIBLE POINTS = 140 Points**

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## **SECTION 4: PROPOSER CERTIFICATION**

**EACH PROPOSER MUST READ AND COMPLY WITH THE FOLLOWING SECTIONS. FAILURE TO DO SO MAY RESULT IN PROPOSAL REJECTION.**

### **SUBSECTION I: CERTIFICATION OF COMPLIANCE WITH TAX LAWS**

As required by ORS 305.385(6), I, the undersigned duly authorized representative of the proposer, hereby certify under penalty of perjury that the proposer is not, to the best of my knowledge, in violation of any of the tax laws described in ORS 305.380(4).

### **SUBSECTION II: FINANCIAL RESPONSIBILITY**

PSU reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the apparent successful proposer's financial responsibility to perform the contract. Submission of a signed Proposal shall constitute approval for PSU to obtain any credit report information PSU deems necessary to conduct the evaluation. PSU shall notify the apparent successful proposer(s), in writing, of any other documentation required, which may include, but need not be limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information, etc. Failure to promptly provide this information may result in Proposal rejection.

PSU may postpone the award or execution of the contract after announcement of the apparent successful proposer(s) in order to complete its investigation and evaluation. Failure of an apparent successful proposer to demonstrate financial responsibility, as required under OAR 580-040-0275 shall render the proposer non-responsible and shall constitute grounds for Proposal rejection, as required under OAR 580-040-0275.

The undersigned agrees and certifies that he/she:

1. Has read and understands all bid instructions, specifications, and terms and conditions contained herein (including any attachments listed in this document);
2. Is an authorized representative of the proposer, that the information provided in this Proposal is true and accurate, and that providing incorrect or incomplete information may be cause for Proposal rejection or contract termination;
3. Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein;
4. Will furnish the designated item (s) and/or service(s) in accordance with the RFP, Proposal and the agreement; and
5. Proposer will provide/furnish federal tax ID, federal employee identification number or social security number with Proposal submission.

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### **SUBSECTION III: SIGNATURE BLOCK**

Signature of Proposer's duly authorized representative for (Contractor)

\_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

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

Tax ID / Federal Employer Identification Number (FEIN): \_\_\_\_\_

An authorized representative of the proposer must sign this Proposal as well as initial any alterations or erasures in ink.

## **SECTION 5: PSU STANDARD CONTRACT TERMS & CONDITIONS**

*(The following terms and conditions will govern the agreement entered into by the successful proposer and PSU, resulting from this RFP.)*

1. **DEFINITIONS:**  
"Agreement" or "Contract" means the entire written agreement between the parties, including but not limited to any Work Order and any subsequent change notices. "Contractor" means a person or organization with whom PSU has contracted for the purchase of goods or services. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS Chapter 72) are synonymous. "ORS" means Oregon Revised Statutes. "PSU" means the State Board of Higher Education acting by and through Portland State University and is synonymous with "Buyer."
2. **ACCESS TO RECORDS:**  
Contractor shall maintain all records pertinent to this agreement in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that PSU, the Oregon Secretary of State's Office, federal government, and their duly authorized representatives shall have access to such fiscal records and other books, documents, paper, plans and writings of Contractor that are pertinent to this Agreement to perform examination and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or relating to this agreement, whichever date is later.
3. **AMENDMENTS:**  
The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without the prior written approval of PSU.
4. **APPROVALS:**  
No work shall commence under this agreement until the agreement has been approved and signed by all parties.
5. **ASSIGNMENT/SUBCONTRACT:**  
Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of PSU. No such written approval shall relieve Contractor of any obligations of this agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to the agreement as if no such assignment had occurred.
6. **BREACH OF AGREEMENT:**  
If Contractor breaches any of the provisions of this agreement, PSU reserves the right to cancel this agreement effective immediately upon written notice to Contractor. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Contractor's breach of agreement. PSU shall also have any and all remedies provided under the Uniform Commercial Code (ORS chapter 72) in the event of breach of agreement by Contractor.
7. **CAPTIONS:**  
The captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this agreement.
8. **CASH DISCOUNT:**  
If PSU is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.
9. **COMPLIANCE WITH APPLICABLE LAW:**  
Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the goods to be purchased and the work to be done under this Agreement. Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659.425, and all regulations and administrative rules established pursuant to the laws. Failure to comply with such requirements shall constitute a breach of Agreement and shall be grounds for agreement cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.
10. **CONFIDENTIAL INFORMATION:**  
Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this contract, be exposed to or acquire information that is confidential to PSU or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this contract shall be deemed confidential information of PSU and of State ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care

that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than in the performance of the contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor agrees that Contractor will not at any time during or after the term of this contract disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this contract, or at PSU's request, Contractor will turn over to PSU all documents, papers and other material in Contractor's possession which contain Confidential Information.

**11. CONFLICT OF INTEREST:**

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed by Contractor.

**12. CONSIDERATION:**

The consideration paid in this agreement represents the total amount of remuneration for goods and services.

**13. DEFAULT:**

PSU by written notice of default (including breach of agreement) to Contractor may terminate the whole or any part of this Agreement: (a) If Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or (b) If Contractor no longer holds a license or certificate that is required for Contractor to perform services under the contract, and Contractor has not obtained such license or certificate within ten (10) business days after delivery of PSU's notice; or (c) If Contractor fails to provide services or materials called for by this agreement within the time specified herein or any extension thereof; or (d) If Contractor fails to perform any of the other provisions of this Agreement or fails to pursue the work so as to endanger performance of this Agreement in accordance with its term and, after receipt of written notice from PSU, fails to correct such failures within 10 days or such longer period as PSU may authorize. The rights and remedies of PSU provided in the above clause related to defaults (including breach of agreement) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Contractor's breach of agreement. In the event of repeated breach of public and/or private contracts, Contractor shall be subject to possible disqualification as a bidder on future PSU contracts.

**14. DELIVERY:**

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

**15. ECONOMIC OPPORTUNITIES:**

Contractor shall, when applicable, have made good faith efforts to subcontract or establish joint ventures with or obtain materials to be used in performing the agreement from minority, women, or emerging small business enterprises.

**16. FORCE MAJEURE:**

Neither party to this agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. PSU may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the agreement. 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 obligation under this agreement.

**17. FOREIGN CONTRACTOR:**

If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Oregon Secretary of State Corporation Division all information required relative to this agreement. Contractor shall demonstrate its legal capacity to perform under this agreement in the State of Oregon prior to entering into this agreement.

**18. GOVERNING LAW:**

This agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "claim") between PSU and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**19. INDEMNIFICATION:**

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 Agreement, or from any act, omission, or neglect of Contractor, its subcontractors,



or employees. Contractor shall save, defend (at PSU's request and with legal counsel acceptable to PSU), indemnify, and hold harmless the Oregon University System, the State Board of Higher Education, PSU, and their departments, subdivisions, officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities or omissions of Contractor or its officers, employees, subcontractors, or agents acting under this agreement.

**20. HOURS OF WORK:**

The Contractor shall comply with the Oregon Bureau of Labor and Industries rules pertaining to hours of work.

**21. INDEPENDENT CONTRACTOR:**

The services to be rendered under this agreement are those of an independent Contractor. Contractor is not to be considered an agent or employee of PSU for any purpose and neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits that PSU provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this agreement. This agreement is not intended and nothing contained herein shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between PSU and Contractor, but is rather an agreement between independent parties, these being PSU and the Contractor.

**22. INSURANCE:**

Contractor shall maintain in force at its own expense each of the insurances listed below:

(a) Commercial General Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

(b) Automobile Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

(c) Professional Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for damages caused by error, omission or negligent acts related to any professional services to be provided under this Contract.

(d) Inland Marine or Motor Truck Cargo insurance with a minimum limit of not less than \$3,000,000 per occurrence.

Any self-insured retention or deductible shall not exceed \$25,000 each claim, incident or occurrence.

These insurance policies are to be issued by an insurance company authorized to do business in the State of Oregon, and must also have an A.M. Best rating of A or better. If written on a claims made basis, the commercial general insurance shall be maintained for a period of not less than two (2) years following the expiration or termination of this Contract. Oregon Health & Science University, Portland State University, the Oregon University System, the State Board of Higher Education, and their officers, agents and employees shall be listed as additional insureds on these insurance policies. All self-insured retentions or deductibles above \$25,000 must be disclosed and are subject to approval by PSU.

Contractor shall maintain in force at its own expense Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, and as defined by ORS 656.027).

**23. INSURANCE CERTIFICATION:**

Before work under this Contract is commenced, Contractor shall furnish copies of certificates of insurance as evidence of insurance coverage required by this Contract to PSU. The certificate(s) will specify all of the parties who are additional insureds. Contractor shall provide PSU with copies of all policy endorsements/amendments confirming Oregon Health & Science University, Portland State University, the Oregon University System, the State Board of Higher Education, and their officers, agents and employees are additional insureds as required by this Contract. If requested, Contractor, or its insurer(s) shall provide complete policy copies to PSU within five (5) business days of the request. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) required by this Contract without thirty (30) days written notice from the Contractor or its insurer(s) to PSU.

**24. OWNERSHIP OF WORK PRODUCT:**

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

25. **NO THIRD PARTY BENEFICIARIES:**  
PSU and Contractor are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the agreement.
26. **NONDISCRIMINATION:**  
Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
27. **NOTICES AND REPRESENTATIVES:**  
All notices, certificates, or other communications rendered shall be sufficiently given when delivered or mailed postage prepaid to the representatives of the parties at their designated places of business as follows: a) to PSU at its Purchasing and Contracting Office, as set forth on Page 2 of the solicitation document, and b) to Contractor as set forth on the Bid or Proposal Statement. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when satisfactory receipt of the transmission is generated by the transmitting machine. To be effective against PSU, such facsimile transmission must be confirmed by telephone notice to PSU's contracting representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
28. **PARKING AND TRANSPORTATION:**  
If Contractor, its agents, employees, or approved subcontractors shall be performing this Contract on an PSU's property, Contractor shall contact such PSU's Parking and Transportation Services department to arrange for proper parking permits and shall be responsible for all fees incurred, unless otherwise provided for in this Contract. Contractor and its agents, employees and approved subcontractors shall adhere to the PSU's policies related to parking on the PSU's campuses and Contractor is liable for, and shall promptly pay, all parking costs, including any parking permit fees, fines or any other parking related costs. In no event shall PSU be responsible for any parking related costs.
29. **PAYMENT:**  
Payment for completion of PSU contracts are normally made within 30 days following the date the entire order is delivered or the date the accurate and complete invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to two-thirds of one percent per month (8% per annum) on the outstanding balance per (ORS 293.462).
30. **PAYMENTS REQUIRED:**  
For all goods and services provided under this agreement, Contractor shall: (a) pay promptly, as due, all persons supplying labor or material; (b) pay all contributions or amounts due the industrial accident insurance provider from the Contractor or any sub-contracted Contractor; (c) not permit any lien or claim to be filed or prosecuted against PSU therefore; and (d) pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
31. **PREVAILING WAGE (BOLI):**  
Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are incorporated by reference herein and are available at [http://www.oregon.gov/boli/WHD/PWR/Jul2013/PWR\\_Rate\\_Book\\_7-1-2013.pdf](http://www.oregon.gov/boli/WHD/PWR/Jul2013/PWR_Rate_Book_7-1-2013.pdf). Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts.
32. **PAYROLL CERTIFICATION AND FEE REQUIREMENTS:**  
In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to PSU designated representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement, and, that to the Contractor's or Subcontractor's best knowledge and belief, the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month.
- The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.

Pursuant to ORS 279C.845(7), PSU shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by this section #55. PSU shall pay to the Contractor the amount retained under this

section within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.

Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with PSU the certified statements required by this section #55. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this section.

In accordance with statutory requirements and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by PSU to the Commissioner.

**33. PROMPT PAYMENT AND CONTRACT CONDITIONS:**

As a condition to performance hereunder, the Contractor shall:

- (i) make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract; and,
- (ii) pay all contributions or amounts due the State Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract; and,
- (iii) not permit any lien or claim to be filed or prosecuted against PSU on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against PSUs, or assign any sums due by PSUs, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against PSU; and,
- (iv) pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167; and,
- (v) as a condition to PSUs performance hereunder, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor of a Subcontractor by any person in connection with the project as such claim becomes due, the proper officer(s) representing PSU may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims; and,
- (vi) Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the Contractor by the public contracting agency under such contract; and,
- (vii) all employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

**34. PSU PAYMENT OF CONTRACTOR CLAIMS:**

If Contractor fails, neglects, or refuses to pay promptly, as due, any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with the goods, or services if applicable, provided under this agreement, PSU may pay such claim and charge the amount of the payment against funds due or to become due the Contractor under this agreement. The payment of a claim by PSU pursuant to this paragraph shall not relieve the Contractor or its surety, if any, from obligation with respect to any unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

**35. RECYCLED PRODUCTS:**

Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this agreement work set forth in this document.

**36. REPRESENTATIONS AND WARRANTIES:**

Contractor represents and warrants to PSU, on a continuing basis during the term, the following: (a) if a corporation, Contractor validly exists, is in good standing in the jurisdiction of incorporation and is duly authorized to transact business in the state of Oregon; (b) entering into this Contract and performance hereunder are fully authorized by all necessary corporate action (if applicable), requires no further authorization or consent, and does not violate the terms of any agreement with any third party; (c) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (d) Contractor is the legal and

rightful owner of the products or that it is legally licensed and/or authorized to sell and/or distribute the products. All products delivered under this Contract will be free and clear of any and all encumbrances of any kind. Contractor will pass through to PSU any applicable manufacturer warranties, to the extent transferrable.

Unless otherwise stated, all goods shall be new and the current model and shall 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 and express warranty provisions of the Uniform Commercial Code (ORS Chapter 72) are hereby incorporated into this Contract. All warranties shall run to PSU. This Section shall survive termination, cancellation or expiration of this Contract.

**37. RETIREMENT SYSTEM STATUS:**

Contractor is not a contributing member of the Oregon 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. SAFETY AND HEALTH REQUIREMENTS:**

Goods and 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 Workers' Compensation Department.

**39. SEVERABILITY:**

If any provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

**40. SUBCONTRACTORS:**

Contractor shall not assign or transfer any of its interests or rights nor delegate its obligations under this Contract, in whole or in part, without the prior written consent of an authorized representative of PSU. No such written approval shall relieve Contractor of any obligations of this Contract and Contractor shall remain liable to PSU under the Contract as if no such subcontract has occurred. Any approved subcontractor shall be considered the agent of Contractor and Contractor shall ensure any such subcontractor's compliance with any and all of the terms and conditions of this Contract.

**41. SUCCESSORS IN INTEREST:**

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**42. TAX COMPLIANCE CERTIFICATION:**

Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of the Contractor's knowledge the Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

**43. TAXES – FEDERAL, STATE & LOCAL:**

PSU will not be responsible for any taxes coming due as a result of this contract, whether federal, state, or local. It is agreed that the Contractor has anticipated these taxes and included them in the Proposal.

**44. TERMINATION:**

a. This agreement may be terminated for convenience at any time by mutual consent of both parties, or by PSU upon thirty (30) days notice in writing and delivered by certified mail or in person to the other party.

b. PSU may also terminate this agreement effective upon delivery of written notice to Contractor or at such later date as may be established by PSU under any of the following conditions:

- i) if federal or state regulations or guidelines are modified or changed in such a way that the materials or services are no longer allowable or appropriate for purchase under this agreement; or,
- ii) if PSU fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by the PSU budget or spending plan and PSU determines, in its assessment and ranking of the policy objectives explicit or implicit in the PSU budget or spending plan, that it is necessary to terminate this Agreement.

c. The rights and remedies of PSU provided in the above clause are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**45. TIME IS OF THE ESSENCE:**

Contractor agrees that time is of the essence under this agreement.

46. **WORKERS' COMPENSATION:**  
Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this agreement are subject employers under the Oregon Workers' Compensation Law, and shall comply with ORS 656.017 which requires Contractor to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.
47. **MERGER:**  
This agreement and attached exhibits and appendices, the RFP, any RFP amendments and Contractor's Proposal constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
48. **WAIVER:**  
No waiver, consent, modification or change or terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary PSU approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of PSU to enforce any provision of this agreement shall not constitute a waiver by PSU of that or any other provision.
49. **WARRANTIES:**  
Unless otherwise stated, all goods shall be new and current model and shall 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 shall run to PSU.

### **END OF REQUEST FOR PROPOSALS**

[http://www.greenguard.org/en/CertificationPrograms/CertificationPrograms\\_indoorAirQuality.aspx](http://www.greenguard.org/en/CertificationPrograms/CertificationPrograms_indoorAirQuality.aspx)