

**REQUEST FOR PROPOSALS (RFP)  
CUSTODIAL SERVICES FOR STUDENT HOUSING  
RFP No. 25922**

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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 at: <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.

**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: Custodial Services For Student Housing  
Buyer: State Board of Higher Education acting by and through Portland State University (PSU)  
Contracts Officer: Stacey L. Balenger  
Phone/Email: (503) 725-5244; [Contract@pdx.edu](mailto:Contract@pdx.edu)  
Date Issued: March 5, 2014

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

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**Date/Time:** **March 24, 2014 3:00 P.M.**  
Portland State University  
Contracting and Procurement Services  
**Location/Address:** 1600 SW Fourth Avenue, Suite 260  
(UPS, FED-X, and hand delivery) Portland, OR 97201

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

## Overview

Established in 1946, Portland State University (PSU or University) is a public University which serves as a center of opportunity for over 25,000 undergraduate and graduate students. Located in Portland, Oregon, one of the nation's most livable cities, the University's innovative approach to education combines academic rigor in the classroom with field-based experiences through internships and classroom projects with community partners. The University's downtown campus exhibits Portland State's commitment to sustainability with green buildings, while many of the 120 Bachelors, Masters, and Doctoral degrees incorporate sustainability into the curriculum. PSU's motto, "Let Knowledge Serve the City," inspires the teaching and research of an accomplished faculty whose work and students span the globe.

University Housing & Residence Life (UHRL) operations is seeking proposals from Contractors to provide equipment, tools, cleaning supplies, management and staff to perform custodial services for student housing buildings listed in **Attachment A: Building Area Inventory**, attached and incorporated by reference herein. The Contractor shall ensure cleaning is performed in a manner that will maintain a satisfactory facility condition and present a healthy, clean, neat and professional appearance.

While each Proposer will demonstrate how they would approach the work, the desire of UHRL is to develop a collaborative relationship with the contracted custodial services provider. Based on the Building Area Inventory, Proposers are at liberty to propose their plan and vision for providing high quality custodial services to the University. However, the University expects all proposals to demonstrate the Proposer's ability to provide no less than APPA Level 1 & 2 services which incorporates the staffing plan below:

- A. One (1) Porter assigned to each of these buildings (1.0 FTE Each Building):
  - Broadway
  - Ondine
  - Montgomery
  - Blumel
- B. Four (4) Porters (1.0 FTE Each) assigned to provide daily services as well as provide assistance to custodial staff when necessary, in these buildings:
  - Epler
  - St. Helens Court
  - King Albert
  - Stratford
  - Blackstone
  - Parkway
- C. Two (2) Porters (1.0 FTE Each) at night for offices, classrooms, and common areas
- D. Two (2) porters (1.0 FTE Each) on the weekends for upkeep of common areas and restrooms
- E. .75 FTE for Recycling Staff
- F. One (1) Supervisor (1.0 FTE)

**Mandatory Site Visit**

A mandatory site visit and meeting will be held on March 10, 2014 at 10:00 am, on the PSU campus at 210 Broadway, 625 SW Jackson. The site visit will be led by Laurel Brown, Assistant Director of Property Management and Zone Maintenance. Immediately following will be a mandatory pre-bid conference to ask questions and clarify elements of this RFP document. Attendees are asked to bring a copy of this RFP to the meeting.

**Contract Term**

The resulting Contract will be for a one (1) year period with options to renew for two (2) additional three (3) year periods. Any optional renewals will be subject to approval by PSU in its sole discretion. Total length of Contract with extensions shall not exceed seven (7) years. This solicitation is intended to result in awarding a single Contract. The Contract will be available for usage by PSU to its own subsidiaries, divisions and departments.

**Financial Consideration**

The total financial consideration PSU will pay Contractor for completion of the services identified in the RFP is to be determined and will be included in any Contract that is awarded as a result of 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	March 5, 2014
<b>Mandatory Site Visit and pre-bid Meeting, 10:00 am (Details on Page 3)</b>	<b>March 10, 2014</b>
Deadline for proposer inquiries, request for changes or protest of specifications	March 17, 2014
Deadline for PSU to respond to proposer inquiries and/or protest of RFP specifications and/or Contract terms and conditions	March 20, 2014
<b>Proposals due*</b>	<b>March 24, 2014</b>
Evaluation period, ending	March 28, 2014
Anticipated notice(s) of intent to award	March 28, 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)	April 1, 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) 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).

Any questions and inquiries that are not so submitted and identified may not be responded to.

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 the terms and conditions of the Contract will be issued in the form of an Addendum to this RFP and will be made available to all proposers. 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 received by the proposer, 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 transmitted in a manner so that it is received by 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 package or envelope 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, including pricing, 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 it is recommended that graphics be kept to a minimum. Only those graphics essential to the Proposal should be included. Proposers must also submit an electronic copy of the complete Proposal on one compact disc ("CD") in Adobe PDF format, and the Pricing Proposal in the format provided in **Attachment B: Pricing Proposal** on a separate CD in a Microsoft Excel format. A presentation 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. **ONE (1) ORIGINAL** of all Pricing Proposal pages

and **four (4) photocopies** must be submitted. 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 name its Contract administrator, by stating 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.

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

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 date and time will be reviewed by an evaluation committee. Proposals which are not received by the deadline will not be reviewed by the 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 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:** Unless this RFP is canceled, after PSU opens all timely-received Proposals, PSU will evaluate all proposals in accordance with the evaluation criteria set forth in this RFP, PSU may rank the Proposals to determine the "finalist" proposer(s). Finalists will be selected based upon the highest-ranked, responsive proposals from responsible proposers after evaluation of the proposals according to the evaluation and selection criteria in this RFP and applicable statutes and administrative rules.

PSU reserves the right to select the proposal(s) based on the evaluation criteria and scores identified in the RFP. 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.

After receiving the evaluation summary 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 three (3) 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 three (3) 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 three (3) 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, which may include refinements to the scope of services, changes to the contract price and other terms and conditions, if it's in PSU's best interest to do so.
16. **Negotiation of Final Contract:** PSU has found that limited negotiation of the proposed Contract is sometimes required to effect a successful procurement because of their experience that proposers may desire to include in the final Contract certain supplemental terms and conditions from the proposers' software license agreements, maintenance Contracts, technical support agreements and other similar documents. Such negotiation may occur 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 submit proposed supplemental agreement terms and conditions of any form (Contracts or documents) that the proposer desires to be incorporated as part of the Contract. By accepting delivery of these items, PSU is not bound to accept them or incorporate them as part of an ensuing Contract. While PSU will not consider supplemental terms and conditions that materially conflict with the provisions of this RFP, at PSU's sole discretion, PSU may choose to consider and negotiate the inclusion of such terms and conditions contained in such proposer agreements and Contracts or documents 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) the submission will be considered non-responsive and PSU may enter into a Contract with another responsive proposer. Any respondent that desires to have terms and conditions negotiated must submit the terms and conditions that are to be considered for negotiation at the time of submission of the proposal. PSU may not consider any terms and conditions that are not submitted with the proposal.

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

### **DEFINITIONS:**

***(All terms and conditions within these 'DEFINITIONS' shall apply to the Contract).***

"APPA" The Association of Physical Plant Administrators is the organization which sets the standards for custodial and maintenance rates for higher education facilities. This includes the Levels of Cleaning detailed below.

The two levels of cleaning required for PSU student housing and associated areas are noted in descending order and represent the amount of effort expended. The amount of effort was calculated by frequencies. As the frequencies increase, so also does the level of service or cleaning.

### **Level 1 – Orderly Spotlessness**

Level 1 establishes cleaning at the highest level. It was developed for the corporate suite, the donated building, or the historical focal point. This is show-quality cleaning for that prime facility.

- Floors and base mouldings shine and/or are bright and clean; colors are fresh. There is no buildup in corners or along walls.
- All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges, or fingerprints.
- Washroom and shower tile and fixtures gleam and are odor-free. Supplies are adequate.
- Trash containers and pencil sharpeners are empty, clean, and odor-free.

### **Level 2 – Ordinary Tidiness**

Level 2 is the level at which cleaning of student housing and associated areas must be maintained. Lower levels for restrooms, changing/locker rooms, and similar type facilities are not acceptable.

- Floors and base mouldings shine and/or are bright and clean. There is no buildup in corners or along walls, but there can be up to two days' worth of dirt, dust, stains, or streaks.
- All vertical and horizontal surfaces are clean, but marks, dust, smudges, and fingerprints are noticeable with close observation.
- Restroom and shower tile and fixtures gleam and are odor-free. Supplies are adequate.
- Trash containers and pencil sharpeners are empty, clean, and odor-free.

"Annual Business Review" means the minimum annual formal review of the Custodial Services Contract conducted with PSU, the Stakeholders and Contractor.

"Campus" means the area inside PSU's campus plan boundaries in Portland, Oregon as it now exists or may be amended from time to time during the term of the Contract. It does not include extension sites, experiment stations, or other campuses (Salem Center or any other sites that in the future may become a PSU campus).

"Contract" or "Agreement" means the entire written agreement between the parties.

"Contractor" means the person or organization with whom PSU has Contracted for the provision of the services pursuant to the Contract.

"Custodial Contract Administrator" (CCA) means central point of contact for UHRL. The CCA for the Contract shall be the Assistant Director of Property management and Zone Maintenance, Facilities and Property Management; all Contractor requests or notifications should be directed to that office at 503-725-4390 or via email at [laurel.brown@pdx.edu](mailto:laurel.brown@pdx.edu) .

"Dashboard" means a reporting tool which consolidates, aggregates and arranges measurements towards a goal, so information can be monitored at a glance. This tool, for example, would be the means by which the Contractor would show their efforts or results in Quality Assurance and Quality Control. Dashboards are usually real-time and fed by other data tools as a comprehensive summary or snapshot of an operation.

"EBI Assessment" means Educational Benchmark, Inc.'s assessment tool used to improve the overall quality of the college student experience.

"Housing Operations" means the Housing and Residence Life (UHRL) department at Portland State University.

"IAW" means "In accordance with."

"Minimum Performance Measurement Criteria" means Contractor will achieve a Weighted Score equal to or greater than eighty percent (80%) for each calendar month during the term of the Contract.

"Monthly Cleaning Inspection Score" means the average score on all cleaning inspections jointly performed by PSU, Stakeholders and Contractor during the current calendar month. All cleaning inspections will be based on a 100 point scale.

"Monthly Client Satisfaction Survey Score" means the average custodial services score on all tenant satisfaction surveys administered by PSU or on annual EBI Assessments. The custodial services portion of the tenant satisfaction surveys will be based on 100 point scale.

"Proposal" means Proposer's response to RFP 25922.

"Quality Assurance" or "QA" means the process that is performed to confirm that a Quality Control program is effective and provides feedback upon which further development of the Quality Control program can be made.

"Quality Control" or "QC" means the operational activities put in place to control the quality of a product or service. These include such activities as providing clear decisions and directions, constant supervision by experienced individuals, and immediate review of completed activities for accuracy and completeness. Quality Control procedures, if followed, should ensure that the work is performed correctly the first time it is completed.

"Quality Assurance/Quality Control Program" or QAQC Program" means a program that is intended to ensure that a Contractor that is responsible for management and operation of a service fully meets the terms of the Contract. Quality Assurance and Quality Control are two separate but complimentary programs which require different personnel from different levels of the Contract management team to implement. A Quality Assurance/Quality Control Program

will provide a Quality Control plan that will ensure that the customer receives the level of quality required through the terms of the Contract.

"RFP" means Portland State University Request for Proposal numbered 25922 for Custodial Services for Student Housing.

"Stakeholders" means the PSU departments of University Housing and Residence Life and PSU staff and students.

"Weighted Score" means the weighted score calculated by using the following formula: (Monthly Cleaning Inspection Score x 80%) + (Monthly Client Satisfaction Survey Score x 20% or on EBI assessments).

## **INTRODUCTION**

The purpose of this Scope of Work (SOW) is to clearly define the custodial service requirements of the Housing and Residence Life department at Portland State University (the University or PSU) so that the Contractor is fully aware of the University's requirements and expectations. This SOW and the terms and conditions included herein will form the basis of the Contract at the University and should be used, in accordance with APPA standards, to develop Contractor's Proposal. Proposals should clearly state Contractor's experience, capabilities and plans to address and perform the following:

*Please note that the University is continually upgrading and modifying the campus buildings to provide a better learning, teaching and work environment. When a building within the scope of this RFP and ensuing Contract(s) is pulled offline for construction activities, the custodial Contractor will be asked to discontinue services to that building for a set period of time. The monthly bill from the custodial Contractor will be reduced to reflect a credit for not performing this function. When the building is returned to service the Contractor will be asked to begin servicing that building and the monthly billing will be increased accordingly. Additionally, when new building construction is completed, or when new services are requested, the custodial Contractor will provide Housing & Residence Life with a priced amendment to the existing Contract to reflect the new scope. This added cost should be based on the price/sq ft for cleaning services as reflected in the original Contract.*

### **LISTING OF BUILDINGS:**

**Attachment A** contains a listing of the subject PSU buildings in which services under the Contract will be performed. The building areas set forth in the attachment are the gross, usable, and serviced areas of the buildings as contained in PSU's inventory of facilities. No representation is made as to the accuracy of square footage of these areas.

### **NEW BUILDINGS:**

The standard cleaning specifications presented in the Contract will remain as a guideline for any new buildings included within the scope of the Contract. If a new building is added by PSU at a later date the Contractor may negotiate the price for the new building. The price for a new building shall be calculated by using the average price per square foot of existing buildings included within the applicable area, comprised of similar area types and applying that rate to the net cleanable square footage of the new building.

### **BASIC CLEANING SERVICES SUMMARY**

The Contractor service requirements are summarized into service levels. Each level references the corresponding section that provides instruction and detail. The performance threshold briefly

describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to ensuring quality service.

Section Reference	Service Level	Description	Performance Threshold
1	<b>Base Cleaning Service</b>	Cleaning provided on a daily basis. Includes tasks listed in Section 1.	Not to exceed 5 deficiencies or customer complaints per month.
2	<b>Periodic Cleaning Service</b>	Cleaning provided on a semi-annual basis. Includes tasks listed in Section 2.	Not to exceed 5 deficiencies or customer complaints per month.
3	<b>Turnover &amp; Conference Service</b>	Cleaning provided on requested basis due to unit vacancy and Summer Housing & Conference Operations (SHC). Tasks listed in Section 3.	Not to exceed 5 deficiencies or customer complaints per month
4	<b>Deep Clean Service</b>	Cleaning provided on an annual basis during summer. Includes tasks listed in Section 5.	Not to exceed 5 deficiencies or customer complaints per month.
5	<b>Task-Bid</b>	Cleaning provided upon request and bid for service.	Invoice will not be processed for payment until all deficiencies are resolved.

### 1. BASE CLEANING SERVICE

The Contractor shall accomplish all cleaning tasks to meet the requirements of this SOW and the Service Delivery Summary Table in this section. The Contractor shall perform tasks in accordance with the frequency detailed in **Rider A: Custodial Service Specifications** and the standards detailed in **Rider B: Service Level Standards**. Contractor requests for alterations to **Rider A** and/or **Rider B** shall be submitted, in writing to the CCA, no later than five normal working days prior to the desired effective date. Alterations are subject to approval by PSU in its reasonable discretion and shall not become effective until approved in the form of a Contract amendment signed by an authorized representative of both parties.

### 2. PERIODIC CLEANING SERVICE

Tasks completed on a semi-annual basis. Task frequencies are listed in **Rider A** and service level standards in **Rider B**.

### 3. TURNOVER & CONFERENCE SERVICE

Both the Turnover Services and the Conference require that units be cleaned during vacancies between out-going and in-coming residents. There are approximately 1400 full turnovers per year, and during peak periods there are up to 600 units in a 3 day period, and 800 units in a week.

During mid-June to early September, student housing buildings are used for Summer Housing & Conferencing. Contractor must demonstrate that they have the capability to provide adequate trained staff, tools, supplies and equipment to provide Turnover and Conference Services as required. See **Rider B** for further service level standards.

### 4. DEEP CLEANING SERVICE

The deep cleaning of student housing buildings during the summer must be completed prior to Fall term opening. Deep Cleaning is to be scheduled in coordination with dates & times of other UHRL operational requirements. Contractor requests for alterations to the Deep Clean Schedule shall be submitted, in writing, to the CCA, for approval and subsequent amendment to the Contract, no later than two normal working days prior to the desired

effective date. UHRL reserves the right to request changes in the Deep Clean Schedule at its discretion. In addition, at any time during the Contract period, the CCA may give notice of a change, addition, or deletion in the areas specified for service. Such change shall result in an amendment to the Contract which shall be agreed to by both parties. The Contractor shall adjust its service schedule accordingly and submit a revised schedule to the CCA, within two normal working days after receiving UHRL notification. Deep Cleaning Tasks are identified in section 4 of **Rider B**.

## **5. TASK-BID SERVICE**

Upon notification, the Contractor shall perform emergency, "task bid" or special event cleaning required in any building, area, or room covered under the Contract. The CCA shall order cleaning services through issuance of a delivery/work order for the appropriate and required work task(s). Contractor shall begin emergency work, as determined by the CCA, within one hour of notification, which may be verbal. The CCA or designated representative will notify the Contractor as soon as a special event requirement is known, but no less than 24 hours prior to the event. Completion schedule shall be determined jointly for each delivery order.

## **6. HARD SURFACE / CARPET MAINTENANCE:**

### **6.1 Floor Maintenance Program**

The Contractor will use enough crews to cover student housing buildings as specified in Rider A of this RFP.

#### **6.1.2 Cleaning and Floor Care Supplies**

The Contractor's cleaning and floor care supplies and equipment must be submitted to CCA for approval. An MSDS for each product being used needs to be sent to the CCA and kept in the building where products are being used.

#### **6.1.3 Floor Sealer**

Floor sealer must have a minimum of 18% solids, be anti-slip and readily strippable by standard maintenance techniques. The sealer shall dry to a hard durable gloss finish without buffing and will not powder, peel or show signs of checking. Discoloration shall not be noticeable to the naked eye. The cured film shall exhibit superior water and detergent resistance qualities and shall not be soft or tacky to the touch. It must be completely compatible with the floor finish that will be applied over it. It will not cause the floor covering to deteriorate, bleed or bleach the color.

#### **6.1.4 Floor Finish**

Floor finish must be compatible with the finish and sealer presently on the floors. It is to be a buff-able interlock polymer finish with a minimum solids content of 16%. It will be anti-slip and readily strippable. It will dry to a hard durable gloss finish without buffing and will not powder, peel or show signs of checking. The cured film will exhibit superior water and detergent resistance qualities and will not be soft or tacky to the touch.

#### **6.1.5 Hard Surface Strip / Refinish**

Hard surface stripping is the complete removal, without damage to the floor surface, of all finish and/or sealer, marks, scuffs, stains, etc., except in cases in which there is damage to the floor surfaces from all visible floor surfaces. During the stripping process, care will be taken to avoid flooding of the floor with either the stripping solution or the rinse so as to prevent damage to the tile and its bond to the sub-floor. Refinishing occurs when at least 5 coats of finish are

applied to a stripped floor.

## **7. EQUIPMENT, CLEANING SUPPLIES AND TOOLS**

As stated in the Overview on page 2 of this RFP, the Contractor shall furnish all equipment, tools, cleaning supplies and staff necessary to perform the work under the Contract. All Contractor equipment will remain the property of the Contractor and will be regularly inspected and serviced by the Contractor with quarterly reports detailing equipment type, purpose, and maintenance schedule provided to PSU. Cost of repair or replacement of equipment will be the responsibility of the Contractor.

### **7.1 Cleaning Supplies**

It is the policy of PSU to support environmental protection measures. Preference will be given to affordable and environmentally friendly cleaning agents. Contractor will submit a list of all cleaning products and their MSDS' to the CCA for approval.

#### **7.1.1 Germicidal Cleaner**

Germicidal cleaner must be either a phenol or quaternary detergent that meets or exceeds the State of Oregon specification 76-302-8020. The product will not cause any surface deterioration when used properly and will not cause color to bleach or bleed. All containers will be labeled in accordance with OAR (Oregon Administrative Rules) Chapter 437 with the hazardous agent noted and necessary precautions indicated.

#### **7.1.2 General Cleaning Agent**

All packaged cleaning supplies will be properly labeled and hazardous materials noted in accordance to the OAR Chapter 437. When these agents are used in accordance to the instructions they will not cause color to bleach or bleed or surface deterioration.

#### **7.1.3 Bleaching Agents**

None shall be allowed on this campus.

### **7.2 Restroom Supplies**

Restroom supplies consisting of hand soap (liquid or powder) shall be supplied by Contractor. Towels (paper rolls, paper folded, or cloth roll), toilet tissue, toilet seat covers, will be furnished by PSU to the Contractor for use in servicing the dispensers of the University buildings only. The supplies shall be obtained from Facilities Stores.

### **7.3 Window Washing**

High-rise exterior window washing will be provided only after receiving a request from the CCA. Contractor may choose to provide this service or to contract with a firm approved by PSU that provides this service, Contractor shall choose whichever option provides the best service at the lowest price for PSU and shall proceed after authorization from CCA.

## **8. CONTRACTOR RESPONSIBILITIES:**

### **8.1 Contractor's Representative**

The Contractor's Representative shall provide an on-site Supervisor and Day Porter, as specified on Page 2 of this RFP, to the Contractor's work force responsible for providing services and the Supervisor and Day Porter shall be available on a daily basis to meet with the CCA during his/her working hours. In the event of vacation or extended leave requirements beyond (5)



business days, an acceptable replacement for these meetings is required.

## **8.2 Contract Transition Management**

Contractor will manage the implementation of the Contract utilizing a phased implementation plan which includes a timeline and communication plan, approved by PSU.

## **8.3 Contract Exit Transition Management**

In the event that the Contract is terminated, not renewed, or expires, Contractor shall work in good faith to manage a smooth transition of custodial services to the new Contractor in a manner that is efficient and professional.

## **8.4 Contractor Personnel**

Contractor shall maintain an adequate number of staff, consisting of properly trained and experienced personnel, to ensure consistent, efficient and satisfactory performance under the Contract. Contractor's staff shall be consistent and shall remain on campus for at least one year in order to develop relationships with faculty, staff and students and to promote stewardship towards their assigned buildings. Contractor is responsible for providing sufficient back-up personnel in times of staff shortages due to vacations, illness and inclement weather. Contractor's personnel performing services under the Contract shall at all times perform those services in a proper, positive, professional and dignified manner.

The Contractor and personnel performing services under the Contract are required to fully comply with all applicable policies, rules, and regulations of PSU including the following policies:

### **Discrimination and Harassment**

PSU is committed to providing all students, faculty and staff an equal opportunity in education and employment and an environment free from discrimination, harassment and retaliation.

<http://www.pdx.edu/diversity/sites/www.pdx.edu.diversity/files/3.15.13%20REV%20Policy%20on%20Prohibited%20Discrimination%20and%20Harassment%20signed%20final.pdf>

### **Equal Opportunity**

PSU supports equal opportunity in admissions, education, employment, housing, and use of facilities by prohibiting discrimination in those areas based on age, color, disability, marital status, national origin, race, religion or creed, sex or gender, gender identity or gender expression, sexual orientation, veteran status, or any other basis in law.

<http://www.pdx.edu/portland-state-university-mission>

### **Professional Standards of Conduct**

It is the goal of PSU to maintain a safe, respectful, and productive environment for faculty, staff and students. This policy establishes guidelines for professional conduct on our campus.

<http://www.pdx.edu/hr/professional-standards-conduct>

It is the Contractor's responsibility to ensure its personnel fully observe these policies and other applicable policies and regulations. Any violation of PSU regulations by the Contractor or Contractor's personnel shall result in appropriate disciplinary actions, up to and including termination of the Contract for cause.

## **8.5 On Supervisors And Porters**

Contractor agrees to a six (6) month probation period for Supervisors, Porters and other staff

with similar duties. The six month probation period will be initiated upon Contract execution and for subsequent new employees performing the work under the Contract. Contractor agrees that should the Supervisor or Porter not perform the required services as detailed in the Contract, Contractor will remove the employee from campus and replace the employee at the request of PSU.

## **8.6 Supervision**

The Contractor shall have competent supervisors as well as the Contractor's Representative or a designated assistant, on the job during weekday business hours and when custodial services are being performed under the Contractor's direction. Supervisory staff shall be assigned solely to the Contract and shall not be assigned to supervise personnel on multiple contracts by the Contractor. Either the Contractor's Representative or a qualified assistant who is satisfactory to PSU with full authority delegated to him/her shall be in charge of the custodial services and shall provide liaison with the CCA. All supervisors shall be thoroughly familiar with the Contract documents and the buildings covered therein and shall have daily observation of staff providing custodial services and the quality thereof. The Contractor's Representative and assistant shall have experience as supervisors of a comparable custodial work force.

### **8.6.1 Supervisor Training**

The training or background of these supervisors shall be sufficient to accomplish the following, as well as other supervisory tasks:

- a. Train personnel properly in performing work in accordance with up-to-date cleaning tasks and methods.
- b. Inform and supervise personnel regarding University policies, rules, and regulations including, but not limited to those pertaining to PSU, personal property, unauthorized personnel, and telephones.
- c. Assure lock-up of designated rooms and buildings according to schedule.
- d. Provide key control.
- e. Conserve electrical energy, water, and heat.
- f. Assure that found items are properly handled.
- g. Report promptly any maintenance repair items, fires, hazardous conditions, and security problems.
- h. Provide an adequate work force to service buildings according to performance requirements.
- i. Assure that supplies are provided in a timely manner.
- j. Conduct Quality Assurance/Quality Control (QA/QC) Program.

## **8.7 Contractor Staff Communication**

For reasons of safety and security, all Contractor employees shall be able to clearly

communicate in English in an emergency situation.

### **8.8 Contractor Personnel Screening And Background Checks**

Contractor shall perform employee screening when hiring personnel to perform services on the Contract. Contractor shall verify valid employee eligibility for U.S. employment. Contractor employee hiring criteria shall include pre-employment screening of applicants, interviews, communications and skills assessment, calls to immediate past employer and all references, and additional background investigation to include drug screening, and criminal background check.

Contractor shall perform yearly criminal background checks, at no cost to PSU, on all employees performing services under the Contract for a determination of fitness based on criminal records. Any Contractor employee with a criminal history within the past 10 years for offenses against person and/or property included in **Exhibit A: List of Offenses That Will Require Mandatory or Discretionary Disqualifications** (incorporated by reference herein), will not be eligible to work within a PSU facility. Contractor shall require their employees performing services under the Contract to notify Contractor immediately of any conviction. Contractor will identify job-related duties and disqualifying offenses that will be used as criteria for determination of fitness relative to criminal background of staff. PSU reserves the right to review and approve criminal background criteria and to review criminal background check documents for Contractor employees, as deemed appropriate by PSU.

### **8.9 On-Call Staff**

Contractor will develop and utilize a plan that includes ability to provide sufficient coverage for absenteeism, apartment turnovers, and summer conferencing. Contractor agrees that in the cases of planned and unplanned staff leave, between-term turnovers, and summer conferencing, Contractor will not move staff from staffed areas to areas where there is a shortage, but will utilize staff from an on-call list. Exceptions to this requirement would include an Emergency as defined in OAR 580-061-0010(17).

### **8.10 Contractor's Roster**

Contractor shall provide to the CCA, within two business days of PSU's request, an accurate, typed roster of all supervisory and custodial work force personnel who have any relationship to work to be performed within PSU. Roster data must list personnel by building/task assignment and work hours and must include full names, aliases, home addresses, home or cellular telephone numbers, and date of birth. All staff placements must be approved by PSU.

Vacant positions or open custodial areas must be filled with a trained, full-time staff member within ten (10) working days from the date the position or area becomes vacant.

### **8.11 Unauthorized Personnel**

Contractor staff shall not be assisted nor accompanied on the work sites by non-employees (including family members) or employees who are off shift.

### **8.12 Special Qualifications**

Contractor will ensure an agreed upon percentage of the total workforce has blood borne pathogen clean-up training in order to respond to emergency calls and deal with daily tasks. Contract personnel must be able to communicate emergency conditions/situations to residents/staff and emergency service providers in English.

### **8.13 Uniforms And Identification**

All of the Contractor's employees, at all times, must wear an identifiable uniform garment such as a tunic, shirt or jacket, and tag identification including identification photograph, which will identify them as employees of the Contractor. The uniform garment shall be identifiable from front or back. Sufficient cleaning and mending services shall be provided by the Contractor so that all uniforms will look neat and hygienic at all times.

### **9. WAGE AND HOUR LAWS:**

The Contractor must comply with all State and Federal minimum wage and hour laws. The use of overtime and shift work shall be in accordance with the Fair Labor Standards Act and ORS 2798.235.

### **10. EMPLOYMENT OF PERSONS WITH DISABILITIES:**

PSU is obligated to observe Section 504 of the Rehabilitation Act of 1973, Pub L.93-112, which is designed to eliminate discrimination on the basis of handicap in any program or activity receiving federal financial assistance. Part 84.4 of the regulations states that any institution, provided any aid, benefit, or service, may not directly or through any Contractual agreements discriminate against any otherwise qualified person on the basis of handicap. Contractor shall also comply with the provisions of Section 504, and the regulations thereunder, in the performance of the Contract.

### **11. NONDISCRIMINATION IN EMPLOYMENT:**

The Contractor shall not engage in discrimination in hiring, selection, retention, promotion, or treatment of any person in receipt of the benefit of any service or activities made possible by, or resulting from, the Contract. "Discrimination" means any act that unreasonably differentiates treatment intended or unintended, based on age, handicap, national origin, race, marital status, religion, or sex.

### **12. EFFICIENCY REDUCTIONS:**

In an effort to provide the most cost effective, efficient service possible, Contractor is highly encouraged to develop and implement efficiency reductions whenever appropriate. If Contractor identifies a task that can be completed in a more efficient manner or has developed a process in which the end result is the same as or above the technical specifications for the Contract, Contractor is encouraged to contact the relevant CCA. Contractor and the CCA will discuss and determine whether or not the suggestion is a true improvement that results in cost savings for PSU. If it is determined that the suggested change is appropriate, the change will be issued in the form of an amendment to the Contract, issued by the Contracts Officer and signed by authorized representatives of the Contractor and PSU. Any cost savings from approved efficiency reductions or changes will be shared equally between the Contractor and PSU.

### **13. INVOICING:**

Contract pricing shall appear on each invoice. The Contractor shall be responsible for assuring

that PSU receives proper and consistent pricing. The method of invoicing is subject to approval by PSU prior to the award of the Contract. The chosen method of invoicing shall be uniformly applied to all PSU invoices. Invoices that are not corrected within 30 days after notice of need for correction will not be paid until corrected.

#### **14. QUALITY ASSURANCE/QUALITY CONTROL:**

The Contractor will develop and maintain an effective Quality Assurance/Quality Control Program that ensures custodial services are performed in accordance with the Contract. Utilizing the methods stated within this RFP and Riders A and B as a basis, the Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services, working closely with PSU to identify and resolve issues pertaining to quality of service and Contract performance.

#### **15. TECHNOLOGY:**

Contractor will provide a tested information management inspection program customized to PSU that:

- Has exhibited effectiveness in improving quality performance.
- Offers a Dashboard to show trends, action plans and customer satisfaction results.
- Tracks performance in a multi dimensional format (person and location).
- Generates trending reports in a multi dimensional format (person and location).
- Offers a customer interface via the internet that shows performance indicators and trend analysis.
- Offers a customer inspection tool with handheld technology.
- Generates trend comparison reports (PSU and Contractor scores).
- Program service provider offers technical support to system.

#### **16. CONTRACTOR FACILITIES:**

A. PSU shall, without cost to the Contractor:

- Provide the office identified as Montgomery 013, or its equivalent;
- Authorize the scheduling of PSU assembly rooms for meetings of custodial employees;
- Provide custodial closets in each building; and
- Authorize use of the PSU's telecommunications and paging system for official business only

B. The Contractor shall bear the cost of:

- Office furnishings including computer hardware;
- Telephone equipment, including faxes, and service;

- Paging system equipment and service;

## **17. QUALIFIED REHABILITATION FACILITIES (QRF)**

PSU Facilities Services currently utilizes two local Oregon QRF Contractors to clean specific non-housing buildings on campus and this relationship will continue as-is. Consequently, these areas are not part of the scope of the Contract.

## **18. TELEPHONES**

The Contractor may be provided access to PSU's telephone system. The Contractor will be financially responsible for all costs of telephone service. PSU's telephone policy limits use of its telephone extensions on PSU's system to calls relating to PSU business. The Contractor shall ensure that its employees observe this policy. The costs of unauthorized telephone usage that can be directly attributed to an employee of the Contractor shall be charged to Contractor. PSU may require the Contractor to remove from PSU's work place any employee who utilizes PSU's system for other than PSU business.

## **19. SECURITY**

The Contractor shall open and lock buildings in accordance with the quarterly building hours schedule published by PSU and any written changes thereto.

The Contractor shall assure that all rooms within buildings are locked on service days. Exempted rooms include rest rooms, classrooms, and interior offices without locks, and interior offices with locks where designated by the CCA.

The Contractor shall not open locked doors for any persons other than their own staff for performance of custodial services in that particular room. Exterior doors will not be opened for anyone not associated with the Custodial Services Contract. Any person requesting access to interior rooms or buildings should be directed to PSU Campus Public Safety Office.

All Residence Hall exterior doors are to remain locked 24 hours a day, 7 days a week with exception to the buildings that have classrooms or dining facilities, where the schedule should be followed.

The Contractor shall report immediately to Campus Security the presence of suspicious persons, building systems failures, fire, smoke, unusual odors, and conditions indicating theft, break-in or vandalism.

## **20. KEYS**

PSU shall provide the Contractor with sufficient keys to permit the Contractor to carry out responsibilities of the Contract. Keys will be provided only to those in a supervisory position, and those expected to work without direct supervision. ALL KEYS PROVIDED REMAIN THE PROPERTY OF PSU AND SHALL NOT BE DUPLICATED EXCEPT BY PSU KEY SHOP in our Facilities and Property Management department.

- The Contractor shall instruct its employees not to duplicate any PSU keys issued by the Contractor to its employees.

- The custodial rooms assigned to the Contractor will be keyed alike in each building.
- When in use, keys will be attached to the person by PSU-approved methods.
- Buildings and rooms (other than Custodial) are keyed according to a complex system. To minimize opportunity for loss or theft, none of these keys provided to the Contractor shall leave PSU. When not in use, the keys shall be kept in locked key boxes. That is, the Contractor shall issue the required keys at the start of each shift and shall recover the keys at the end of each shift. PSU will furnish and install sufficient lock boxes for security of keys when not in use.
- Any keys lost or misplaced by the Contractor's employees shall be immediately reported to the CCA and shall be replaced by PSU at a charge to the Contractor covering cost of replacement. If keys are lost that result in a requirement to change locks in any area of PSU facilities, the Contractor shall reimburse PSU for the total cost of such lock changes and replacement keys. This may include rekeying an entire building.
- At the time of execution of the Contract, the Contractor shall be required to endorse an inventory listing of all keys provided under the Contract, and that inventory listing, as subsequently amended, shall be the basis for the determination of the Contractor's liability under the Contract.

## **21. SAFETY REQUIREMENTS**

All services shall comply with all Federal Occupational Safety and Health Administration (OSHA). Contractor shall comply with all PSU Office of Environmental Health and Safety guidelines and PSU Electrical Safety Code requirements. For employees who provide services in high risk environments, such as labs with biological waste and radioactive materials, and research animals, Contractor will ensure that all employees will be trained according to Federal OSHA guidelines for working in these environments. Contractor shall also comply with Workers' Compensation Department requirements and all other applicable state and local code requirements.

## **22. HAZARD COMMUNICATION**

Contractor shall notify PSU's Office of Environmental Health and Safety prior to using products containing hazardous chemicals to which University employees or residents may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437.

Contractor shall provide Material Safety Data Sheets for the products described in OAR Chapter 37 upon arriving on campus at the beginning of the Contract. Anytime a new product is introduced on campus, a Material Safety Data Sheet will be provided to the CCA before the product is actually used.

## 23. PARKING

All Contractor vehicles on the PSU campus must display a valid parking permit at all times except while parked in designated loading zones for under 30 minutes. PSU does not pay for Contractor parking. Contractors are responsible for paying all parking fees and fines for their employees, sub-contractors and suppliers. Parking options vary depending on length of time needed; however parking is extremely limited, therefore limiting the number of vehicles brought to campus is appreciated.

### Loading Options

PSU's 30-minute loading zones do not require payment or a parking permit. Thirty-minute loading zones on the street also do not require payment or a parking permit but are limited to commercial vehicles. Permits for areas not designated as loading zones may be purchased at the Transportation & Parking Services (TAPS) office at 1812 SW 6<sup>th</sup> Avenue during business hours or from the Parking Structure 1 attendant, located at SW 6<sup>th</sup> & Harrison St., beginning at 6:30 am Monday-Saturday.

### Short-term Parking

Hourly and daily parking is available in various locations on campus. For a complete list of PSU garages and lots, current rates and accepted payment types, visit the Hourly Parking page or contact TAPS during business hours. Short-term parking permits may be purchased at the TAPS office.

### Long-term Parking

Contractors needing to park on campus for more than 3 months are encouraged to purchase annual permits, which are billed to the company each month. Annual permits must be arranged in advance by contacting Nikki Kress at [nkress@pdx.edu](mailto:nkress@pdx.edu) or 503-725-4213.

## 24. PSU OBSERVED HOLIDAYS

PSU observes the following holidays and is closed for university business on these days. Holidays that fall on weekends are observed on Friday if the holiday falls on Saturday, or observed on Monday if it falls on Sunday. Contractor shall not work on these observed holidays:

- New Year's Day
- Martin Luther King's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

January 1  
Third Monday of January  
Last Monday of May  
July 4  
First Monday of September  
Fourth Thursday of November  
(includes the following Friday)  
December 25

Additionally, if Christmas Day falls on a Tuesday or Thursday in any year, PSU closes operations on the Monday preceding a Tuesday Christmas Day or on the Friday following a



Thursday Christmas Day in those years in which this occurs. Contractor shall not work on these PSU closure days when they are declared by PSU.

## **25. ANNUAL BUSINESS REVIEWS**

The Contractor and PSU will conduct Annual Business Reviews. The first review will be held six (6) months after execution of the Contract. The second review will be held one (1) year after effective date of the Contract. Thereafter Annual Business Reviews will be held annually.

The Contractor will be responsible for providing information in the form of a report to the PSU CAPS and UHRL office one week prior to the Annual Business Review. The Contractor's report will detail Contractor's performance as it applies to each of the Stakeholders, PSU customer service satisfaction, review of client surveys, survey results, success in meeting goals and objectives, efficiencies, Contractor's employee turnover rates with regard to the Contract, employee training and other concerns of both parties. Other required information may include annual reports, billing and payment information, evidence of tax and utility payments, and documents, records and payments by Contractor which are pertinent to the Contract for the purpose of making audit, examination, excerpts and transcripts. The review of the report will be followed by a discussion about the Contractor's goals, objectives, improvements, remedies and action items for the upcoming year.

## **SECTION 4: 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:

**Proposal Summary.** Proposer submitted a clear and detailed proposal that incorporates all elements of the RFP in the proper manner. **(10 Points)**

**Operations.** Proposer's qualifications and capability to provide services as outlined in the SOW set forth in the RFP and the Specifications set out in Riders A and B, that best suit the needs of the University. **(30 Points)**

**Experience.** Proposer has reported relevant experience with organizations of similar or larger size and complexity and success in providing high quality custodial services. **(20 Points)**

**References.** Proposer has submitted a list of at least four (4) institutions of similar size and scope as University with complete contact information for each. **(10 Points)**

**Diversity Matrix.** Corporate and local company diversity related efforts and programs, including your company's commitments to providing equal employment opportunities including your efforts to develop an internal diverse workforce; internal on-the-job training, mentoring, technical training and/or professional development opportunities addressing diversity; and the process(es) used to recruit women and minorities. Please fill in **Attachment C: Diversity Matrix**. **(5 Points)**

**Pricing Proposal.** Proposer has submitted Pricing Proposal in proper form and pricing has ranked in the lower half of average pricing among proposals submitted. **(20 Points)**

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

<b>Proposal Summary</b>	<b>10</b>
<b>Operations</b>	<b>30</b>
<b>Experience</b>	<b>20</b>
<b>References</b>	<b>10</b>
<b>Diversity</b>	<b>5</b>
<b>Pricing</b>	<b>20</b>

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**TOTAL POSSIBLE POINTS = 95 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 and any additional or supplemental terms and conditions contained in the RFP documents will govern the Agreement entered into by the successful proposer and PSU, resulting from this RFP. PSU reserves the right to make changes to the terms and conditions prior to entering into a contract with the successful proposer.)*

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 the 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 the 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 the Contract disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of the 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 sub-Contract 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 sub-Contractors, 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, sub-Contractors, 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 secure at its own expense and keep in effect during the term of this agreement either comprehensive general liability insurance with broad form CGL endorsement or commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and auto liability insurance with a minimum limit of \$1,000,000 per occurrence. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The Oregon State Board of Higher Education, the Oregon University System, Portland State University, and their officers and employees, shall be included as additional insured's in said insurance policy(ies). If any of the liability insurance is arranged on a "claims made" basis, tail coverage will be required at the completion of this agreement for duration of twenty-four (24) months.
23. **INSURANCE CERTIFICATION:**  
Before Contractor commences work under this agreement, Contractor must furnish to the designated PSU Contracts Officer certificate(s) of insurance as evidence of the insurance coverage required by this Agreement, including workers' compensation. The certificate(s) shall provide that the insurance company will give a 30-day written notice to PSU's Contracts Officer before the insurance is canceled or materially changed.
24. **OWNERSHIP OF WORK PRODUCT:**  
All work product of Contractor that results from the 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 institution 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. **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).
29. **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.
30. **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 sub-Contractor 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.
31. **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.
32. **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 the 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.
33. **SAFETY AND HEALTH REQUIREMENTS:**  
Equipment and services supplied shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Department.
34. **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.
35. **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.
36. **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).
37. **TAXES – FEDERAL, STATE & LOCAL:**  
PSU will not be responsible for any taxes coming due as a result of the Contract, whether federal, state, or local. It is agreed that the Contractor has anticipated these taxes and included them in the Proposal.
38. **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 the Contract.

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

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

**40. WORKERS' COMPENSATION:**

Contractor, its sub-Contractors, 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.

**41. 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.

**42. 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.

**43. 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 the Contract. All warranties shall run to PSU.

## **END OF REQUEST FOR PROPOSALS**