

<p style="text-align: center;"><b>PORTLAND STATE UNIVERSITY</b> <b>REQUEST FOR QUOTATIONS #28217 – Bowling Management System</b></p>
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Portland State University (PSU) Purchasing Rules, Policies and Guidelines allows PSU departments to use an “Informal Procurement Process” for all purchases of supplies, equipment, and trade and professional services in accordance with Oregon Administrative Rules (OAR) Division 62 guidelines.

Solicitation shall be accomplished by advertisement on the OUS Procurement Website. A clearly documented record must be kept per the State of Oregon’s records retention rules showing the vendors contacted, their responses, including their statement of costs for their goods or services, and any other pertinent information to the solicitation.

The posting of solicitation on the OUS Procurement Website shall serve as the primary solicitation requirements document which, in conjunction with the vendors’ written responses and proposals and/or quotes, shall satisfy the “clearly documented record” requirement described above. Additionally, depending on the nature of the scope of work of the project and other specific project details, there may be other documented “pertinent information” required to ensure a complete and clearly documented record for the informal solicitation.

**PORTLAND STATE UNIVERSITY SHALL CONSIDER VENDOR QUOTES RECEIVED AS VALID FOR ONE HUNDRED TWENTY (120) DAYS.**

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**TITLE:** RFQ #28217, Bowling Management System

**RFQ ISSUE DATE:** March 24, 2014

**RFQ DUE DATE:** *April 14, 2014*

To be considered for selection, submissions must arrive at Portland State University **by 4 p.m. local time, Monday, April 14, 2014, by email.** Please email your response to the address listed below.

**Note: Only email responses to [court@pdx.edu](mailto:court@pdx.edu) will be accepted.**

Contact: Court Wangsgard

[court@pdx.edu](mailto:court@pdx.edu)

Portland State University  
PO Box 751 - FAST TSRS  
Portland, OR 97207-0751

Contact phone number, 503-725-2606

Submissions should be in a PDF file and include the name, title and contact information of the primary contact who prepared the proposal. Independent Contractors selected may be requested to provide additional information, either formally or via interview process, to clarify their proposals and to ensure mutual understanding of the scope of work requirements.

## **EMERGING SMALL BUSINESSES AND MINORITY AND WOMEN OWNED BUSINESSES:**

PSU is committed to increasing opportunities for Emerging Small Businesses and Minority and Women Owned Businesses. PSU strongly encourages its contractors 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.

### **SECTION 1: INFORMATION FOR PROPOSERS**

**1. CONTRACT TERM AND COST:** The Bowling Management System shall be purchased and installed to a date mutually agreed upon by PSU and the Contractor, but shall not extend beyond August 31, 2014.

Contractors must provide a delivered and installed total cost for the System that includes an itemized list for equipment, hardware, software, and any additional expenses. Your quoted cost must be complete.

The total cost of any award resulting from this RFQ shall not exceed \$25,000 in total costs.

Options for PSU to acquire any component of the System using cooperative contracts or cooperative purchasing agreements already in place with public agencies should be detailed for PSU's potential use.

**2. BACKGROUND:** Located in PSU's Smith Memorial Student Union, the Viking GameRoom is the most centralized recreational location on campus for students and the public to meet in a relaxed and inviting atmosphere. The Viking GameRoom opened in 1962 and includes a six lane bowling alley with modified Brunswick A2 pinsetters equipped with QubicaAMF ball returns, seven billiard tables, and multiple gaming systems. In addition to walk-in customers, the Viking GameRoom is host to multiple events on campus including student groups, physical education classes, birthday parties, and departmental events.

**3. SCOPE OF WORK:** PSU is seeking a Bowling Management System to manage all aspects of the Viking GameRoom including, but not limited to, bowling lane management, bowling scoring, concession sales, locker rentals, employee labor time tracking, and bowling league and bowling tournament functionality.

Please provide detailed and complete responses for the topics listed below in your quotation, and in the sequence presented in this RFQ:

1. PCI Compliance
  - a. If credit card data flows through your software in any way, show how credit card data flows through your solution and provide verification of PCI PA-DSS compliance or show how your solution is out of scope of PCI.
  - b. If credit card data does not flow through your software in any way, provide information on how credit card processing is handled and how it is PCI compliant.
  - c. Provide a list of credit card processing payment gateways that integrate with your software.
  - d. If your software is not certified as PCI PA-DSS compliant, then credit card processing will need to be performed using an alternate method (e.g. dial-up hypercom credit card machine). Describe how your system would work in this scenario.

2. Security
  - a. Solution cannot store PCI protected data on any computer hardware on site at or owned by PSU; provide details on how your solution can accommodate this.
3. User Accounts, Permissions Control, and User Activity Logs
  - a. Explain how your software manages multiple user accounts.
  - b. Explain how your software works in a multiple operating system/domain-level user account environment.
  - c. Explain how your software manages user permissions.
  - d. Explain how and what user activity logs are maintained.
4. Training and Support
  - a. Detail cost effective training and ongoing support options
5. Accounting/Finance
  - a. Explain how your system manages accounting.
    - i. Explain your system's accounting reporting capabilities and give examples of existing reports.
    - ii. Explain how day and month close procedures are performed.
    - iii. Can your system export accounting reports to PDF or Microsoft Excel?
    - iv. Explain how your system issues invoices, receipts, and credits.
    - v. Does your system support accounts receivable functionality including a database of customer contact information?
    - vi. List any external accounting system interfaces your system supports.
    - vii. Is it possible to track sales by different product categories?
6. Data Management
  - a. If your system supports data archiving, detail how this functions.
  - b. Describe your system backup and recovery model.
  - c. Outline your system's data download/export functionality (e.g. to Microsoft Access, Microsoft Excel, CSV, and/or other ASCII formats).
7. Hosting
  - a. Describe your hosting options.
    - i. Is PSU required to host all or part of your solution?
    - ii. Do you offer to host all or part of your solution?
    - iii. Provide details on any costs associated with a vendor-hosted solution.
    - iv. If PSU has the option to host any part or all of your solution, provide details on the specific portion(s) that PSU has the option to host including but not limited to:
      1. Minimum server/computer specification requirements
      2. Recommended server/computer configuration (i.e. number of servers/computers and their roles)
      3. Supported server/computer operating system(s)
      4. Supported server/computer database(s)
      5. Vendor's preferred method of gaining remote access to the server(s)/computer(s) for the purposes of support and maintenance.
    - v. If you offer to host all or part of your solution, provide details on the specific portion(s) that you would host including but not limited to:
      1. Describe your hosting model and the mechanism by which client PCs and other local hardware will connect to your hosted servers (i.e. public Internet, SSL, point-to-point VPN, etc.)
      2. Indicate the database platform on which your system is built.

3. Provide data showing system uptime and availability for accounts similar in size to PSU over the course of at least the last year.
  4. Provide estimates based on historical data regarding how much scheduled downtime can be expected.
8. Software
- a. What operating systems are supported for client workstations? Include any 64 bit operating system restrictions, if applicable.
  - b. How is your software accessed/installed by client workstations? Detail any and all software, drivers, or other components that may need to be installed on client workstations for full functionality of your software.
  - c. Detail your software development lifecycle to include but not be limited to:
    - i. How often are software updates, revisions, and/or patches released and distributed?
    - ii. How are these software updates, revisions, and/or patches applied to both the server(s) (if PSU hosted) and client workstations?
    - iii. Are administrative privileges on client workstations required to install updates, revisions and/or patches?
    - iv. Detail any costs specific to obtaining and installing software updates, revisions, and/or patches.
9. Licensing
- a. Describe your software and support licensing model. This is a small six lane publically owned alley; we are very cost conscious. Include any cost saving options that may be applicable, such as per-user licensing.
10. Describe your system's functionality in the following areas:
- a. Point of Sale
  - b. Inventory Control
  - c. Lane Management
  - d. Labor Management
  - e. League and Tournament Management
  - f. Rental Control
  - g. Locker Management
  - h. Event Management
  - i. Reporting
  - j. Marketing Features
11. Pinsetter Controls
- a. Must interface with Current Brunswick Pinsetters and QubicaAMF Ball Returns
12. Hardware
- a. Itemize equipment purchase and installation cost options for at least the following. Include any other hardware that could enhance business operations.
    - i. Scoring Displays
    - ii. Scoring Consoles
    - iii. Computer and Server Hardware
    - iv. POS Hardware (pole displays, card swipes, cash drawers, etc.)
  - b. Indicate what video display interfaces (VGA, DVI, HDMI, etc.) your system is compatible with for scoring displays.

**4. Payment/Invoicing.** Payment of Contractor invoices by PSU is normally made within 30-45 days of receipt of complete and accurate invoices. PSU will not be responsible for paying any invoices that are

not complete and accurate. Contractor terms may not require payment in less than 30 days after receipt of invoice by PSU. Any late payment or delinquency fees shall be in accordance with ORS 293.462.

**AWARD:**

Selection of the **Contractor** shall be based upon the evaluation of quotations for the services as provided herein. PSU reserves the right to select the Contractor that, in the collective opinion of the university, offers the best overall benefit, convenience, functionality and service at the best-value cost to PSU. PSU reserves the right to not award this contract to any of the respondents if it is in the best interest of PSU to do so.

**CHANGES AFTER AWARD/ACCEPTANCE OF QUOTE:**

After award or acceptance of respondent quote, any changes in the scope of work, or additional work otherwise unforeseen at the time of preparation of this solicitation document and subsequent award, shall be addressed in writing and signed by the parties as an amendment to the contract.

**SUPPLEMENTAL TERMS AND CONDITIONS:**

Respondents may submit proposed agreements of any form (contracts or documents) that contain supplemental terms and conditions that the proposer desires to be included as part of the contract. By accepting delivery of these items, PSU is not bound to accept them as part an ensuing contract. PSU will not consider any terms and conditions that are not submitted with the quotation.

PSU may negotiate such supplemental terms and conditions that are not already covered by PSU's Contract Terms and Conditions. Respondents must submit any additional or supplemental terms and conditions that they would like PSU to take into consideration at the time of submission of response to this Request for Quotes. Acceptance of any of the respondents' supplemental terms and conditions will be at PSU's sole discretion. Additionally, in the response to the RFQ, respondents must identify their objections to any of PSU's Contract Terms and Conditions incorporated into this Request for Quotes.

**OTHER TERMS AND CONDITIONS:**

In addition to all of the requirements above, Contractor shall comply with Portland State University's Contract Terms and Conditions, as applicable:

**PSU CONTRACT TERMS & CONDITIONS**

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

**1. DEFINITIONS:**

"Agreement" or "Contract" means the entire written agreement between the parties, including but not limited to any Work Order and any subsequent change notices. "Contractor" means a person or organization with whom PSU has contracted for the purchase of goods or services. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS Chapter 72) are synonymous. "ORS" means Oregon Revised Statutes. "PSU" means the State Board of Higher Education acting by and through Portland State University and is synonymous with "Buyer."

**2. ACCESS TO RECORDS:**

Contractor shall maintain all records pertinent to this agreement in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that PSU, the Oregon Secretary of State's Office, federal government, and their duly authorized representatives shall have access to such fiscal records and other books, documents, paper, plans and writings of Contractor that are pertinent to this Agreement to perform examination and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such records for a

minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or relating to this agreement, whichever date is later.

**3. AMENDMENTS:**

The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without the prior written approval of PSU.

**4. APPROVALS:**

No work shall commence under this agreement until the agreement has been approved and signed by all parties.

**5. ASSIGNMENT/SUBCONTRACT:**

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of PSU. No such written approval shall relieve Contractor of any obligations of this agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to the agreement as if no such assignment had occurred.

**6. BREACH OF AGREEMENT:**

If Contractor breaches any of the provisions of this agreement, PSU reserves the right to cancel this agreement effective immediately upon written notice to Contractor. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Contractor's breach of agreement. PSU shall also have any and all remedies provided under the Uniform Commercial Code (ORS chapter 72) in the event of breach of agreement by Contractor.

**7. CAPTIONS:**

The captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this agreement.

**8. CASH DISCOUNT:**

If PSU is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

**9. COMPLIANCE WITH APPLICABLE LAW:**

Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the goods to be purchased and the work to be done under this Agreement. Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659.425, and all regulations and administrative rules established pursuant to the laws. Failure to comply with such requirements shall constitute a breach of Agreement and shall be grounds for agreement cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.

**10. CONFIDENTIAL INFORMATION:**

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this contract, be exposed to or acquire information that is confidential to PSU or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this contract shall be deemed confidential information of PSU and of State ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than in the performance of the contract, and to advise each of its employees and agents of their obligations to keep Confidential

Information confidential. Contractor agrees that Contractor will not at any time during or after the term of this contract disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this contract, or at PSU's request, Contractor will turn over to PSU all documents, papers and other material in Contractor's possession which contain Confidential Information.

**11. CONFLICT OF INTEREST:**

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

**12. CONSIDERATION:**

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

**13. DEFAULT:**

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

**14. 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.

**15. 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.

**16. INDEMNIFICATION:**

Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this Agreement, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend (at PSU's request and with legal counsel acceptable to PSU), indemnify, and hold harmless the Oregon University System, the State Board of Higher Education, PSU, and their departments, subdivisions, officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities or omissions of Contractor or its officers, employees, subcontractors, or agents acting under this agreement.

**17. HOURS OF WORK:**

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

**18. 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.

**19. 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 acting by and through 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.

**20. 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.

**21. OWNERSHIP OF WORK PRODUCT:**

All work product of Contractor that results from this Contract ("Work Product") is the exclusive property of PSU. PSU and Contractor intend that such Work Product be deemed "work made for hire" of which 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.



**22. 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.

**23. NONDISCRIMINATION:**

Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**24. 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 1 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.

**25. 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).

**26. 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.

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

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

**28. 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.

**29. RETIREMENT SYSTEM STATUS:**

Contractor is not a contributing member of the Oregon Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this contract. Contractor will not be eligible for any benefits from these contract payments of federal Social

Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

**30. 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.

**31. 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.

**32. 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.

**33. 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).

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

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

**35. 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 of notice in writing and delivered by certified mail or in person to the other party.

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

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

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

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

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

**37. WORKERS' COMPENSATION:**

Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this agreement are subject employers under the Oregon Workers' Compensation Law, and shall comply with ORS 656.017 which requires Contractor to provide workers' compensation coverage that

satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

**38. 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.

**39. 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.

END OF RFQ #28217