



**REQUEST FOR PROPOSAL
No. JK181308P**

Coffee Roaster for University Housing and Dining Services

PROPOSAL DUE DATE AND TIME

July 15, 2016 (3:00 PM, PT)

SUBMITTAL LOCATION

Oregon State University
Procurement, Contracts and Materials Management
644 SW 13th Avenue
Corvallis, Oregon 97333

OSU Procurement, Contracts and Materials Management Offices are open Monday through Friday 8:00 am-12:00 noon and 1:00 pm-5:00 pm.
Offices are closed during the 12:00 noon-1:00 pm lunch hour.

ELECTRONIC SUBMITTAL ADDRESS

bids@oregonstate.edu

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date.....June 21, 2016
- Deadline for Requests for Clarification or Change.....June 30, 2016 (3:00 pm, PT)
- Proposal Due Date and Time.....July 15, 2016 (3:00 pm, PT)

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

1.02 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will not be held.

1.03 ISSUING OFFICE

The Procurement, Contracts and Materials Management (PCMM) department of Oregon State University ("OSU") is the issuing office and is the sole point of contact for this Request for Proposal. Address all concerns or questions regarding this Request for Proposal to the Administrative Contact identified below.

1.04 ADMINISTRATIVE CONTACT

Name: Jennifer Koehne
Title: Purchasing Analyst
Telephone: 541-737-7353
Fax: 541-737-2170
E-Mail: jennifer.koehne@oregonstate.edu

1.05 DEFINITIONS

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

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

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION

Procurement, Contracts and Materials Management is seeking Responsive Responsible Proposers to submit Proposals to provide artisan coffee, tea and other goods and services selected University Housing and Dining Services locations.

2.02 BACKGROUND

University Housing and Dining Services (UHDS) is committed to providing their residents with a living and dining environment that will be both enriching and enjoyable, as well as support their academic pursuits. University Housing and Dining Services (UHDS) vision at Oregon State University is to provide a transformative on-campus experience that will ENGAGE the students in community, ENRICH their lives, and help them flourish and THRIVE. UHDS values Trust and Respect, Community, Shared Leadership, Authentic Relationships, Creativity and Innovation and Stewardship. UHDS currently has three primary dining locations and six satellite dining locations on the campus of OSU. As part of their dining program, UHDS is committed to a sustainability initiative that provides local, organic and natural food sources. Currently, UHDS is looking to partner with an artisan coffee roaster, who shares, and is willing to educate on, their sustainability vision and practices for the benefit of local communities when it comes to sourcing Fair Trade artisan coffee, tea and other goods or services.

2.03 OREGON STATE UNIVERSITY

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

Through its centers, institutes, Extension offices and Experiment Stations, the university has a presence in every one of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, masters and doctoral degrees through 12 academic colleges enrolling more than 30,000 students from every county in Oregon, every state in the country and more than 90 nations.

3.0 STATEMENT OF WORK

3.01 SAMPLE CONTRACT

A sample contract containing contractual terms and conditions is included at Exhibit A.

3.02 STATEMENT OF WORK

Oregon State University will be contracting with an artisan coffee roaster, for an initial three (3) year term with an option to extend for three (3) one (1) year terms, for the following product, equipment and services:

Product, Orders & Deliveries

Contractor to provide at a minimum the following products at the locations specified below. UHDS reserves the right to add or change any product offerings at their discretion over the term of the contract. For reference only, Exhibit D: Product Volume provides a snapshot of the volume of product consumed in fiscal year 2015.

- Full line of certified Fair Trade and organic loose teas, bagged teas, and artisan coffees (medium roast and espresso beans, sourced directly)
- Full line of flavored syrups and sweeteners
- Full line of bio-degradable cold/hot cups and lids, with and without logos.

Contractor shall roast artisan coffees in small batches and should be delivered within a twenty-four (24) hour window from time of roasting. UHDS will place orders a minimum of twenty-four (24) hours before expected delivery. There should be no minimum order requirements and Contractor should be able to maintain a 98% order fill rate. In the event that a requested product is not available, Contractor should be able to notify UHDS within a twelve (12) hour window from the time order has been placed if any product is not available for delivery allowing UHDS to revise the order to a product that is available or to be able to source the product elsewhere. If product has to be sourced elsewhere resulting in a higher price, a credit for the difference in price on the next order's balance should be provided. The option to place orders online should be provided. The option for a custom coffee roast, at no additional cost to OSU, should be available.

Deliveries to campus will be made at multiple site locations on the same truck. Deliveries should be fulfilled within twenty-four (24) hours of order being placed. At a minimum, orders will be placed and deliveries made at least two (2) days per week to all locations under contract. Deliveries should be on a set delivery schedule within an agreed upon delivery time window. UHDS reserves the right to place additional orders as needed outside of the set schedule with the expectation that delivery will take place within twenty-four (24) hours of order placement. UHDS does not allow or accept any fuel charge fees on deliveries.

Equipment:

Contractor to provide and maintain at a minimum the following National Sanitation Foundation (NSF) or other similarly certified equipment in the locations specified. UHDS reserves the right to add or change the equipment or locations at their discretion over the term of the contract. UHDS must approve all equipment before installation to ensure it meets the desired specifications and is in good working order and retains the right to ask for any specification sheets for the equipment to ensure it meets OSU needs.

- Location 1:
 - One (1) each double coffee brewer with a hot water dispenser
 - One (1) each double coffee grinder
 - Eight (8) each standard air pots (approximately one (1) gallon)
- Location 2:
 - One (1) each double coffee brewer with a hot water dispenser
 - One (1) each double coffee grinder
 - Eight (8) each standard air pots (approximately one (1) gallon)
- Location 3:
 - One (1) each single coffee grinder with multiple grinding options
 - One (1) each single brewer with hot water dispenser
 - One (1) each double two and a half to three (2.5-3) gallon brewer
 - One (1) each double coffee grinder
 - Eight (8) each standard air pots (approximately one (1) gallon)
 - One (1) each espresso grinder
 - One (1) each automatic espresso machine with a double wand
- Location 4:
 - Two (2) each ten (10) gallon brewers with hot water dispenser
 - Two (2) each air pot brewers with hot water dispenser
 - Three (3) each large grinders
 - Two (2) each split grinders
 - Twenty-four (24) each standard air pots (approximately one (1) gallon) per year
 - Eight (8) each large air pots at least two and a half (2.5) gallon

Contractor should be capable of servicing equipment within a twenty-four (24) hour response time and will provide regularly scheduled quarterly equipment maintenance as part of the contract. Contractor to own the equipment and will be responsible for all maintenance and service. Equipment to be replaced by Contractor at their cost as needed under normal wear and tear.

Services

In addition to the product and equipment listed above, the Contractor will also provide the following services.

- Invoicing:
 - Complete invoices should be provided at time of delivery for each location
 - Complete invoice detail should include the following:
 - Full OSU name specified in contract
 - Address and location of delivery
 - Date of delivery
 - Invoice Terms
 - Contract Number
 - Detailed listing of the product delivered including product description, quantities and price
 - Upon request, a .csv file of the invoice(s) should be provided to UHDS
 - A monthly statement of all invoices due should be provided to UHDS via mail or online
- Customer Service:
 - A dedicated customer service representative should be made available to UHDS to assist with orders, delivery issues and product concerns or questions. In addition, the dedicated customer service representative should be able to help build a solid vendor/customer relationship with UHDS. OSU is not looking to have Contractor staff any of the locations. Contractor will only provide the goods and services specified in the RFP at a charge to OSU. There will be no revenue share as a result of the goods and services provided.
- Other:
 - Training of designated UHDS staff in the daily operation and cleaning of all equipment installed at OSU. Contractor to provide deep cleaning of all equipment quarterly, at regularly scheduled intervals, as determined by Contractor and OSU.
 - Initial and bi-annual coffee and espresso beverage preparation training.
 - Marketing and other educational materials, upon request, that could cover the following topics: point of sale, sustainability, promotional, company history, and sourcing story. In particular, OSU is looking for Contractor to provide materials, as part of an educational, community outreach program, that highlights the importance and the environmental impact of sourcing Fair Trade product.
 - Contractor will maintain an emergency operation plan to ensure continuation of services in the event of power outages, severe weather, strike or other unforeseen events. OSU shall have the right to review the plan if requested.

4.0 PROPOSER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS

In order to qualify as a Responsive Proposer, the Proposer must meet the minimum qualifications below.

- a. Proposer must have at least three (3) years' experience as a provider of the goods and services requested.

4.02 PREFERRED QUALIFICATIONS

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

- a. Proposer that has experience providing similar goods or services requested under the RFP to other institutions or entities of similar size as OSU.
- b. Proposer with sustainable business practices including but not limited to transportation, waste, packaging, and energy.
- c. Proposer with a company location and roasting plant within 100 miles of OSU.
- d. Proposer willing to partner with OSU in a long term study around artisanal coffee practices with the possibility of internships for OSU students.

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF PROPOSALS

Submit one (1) electronic or hard copy via any of the methods detailed in the section below titled SUBMISSION. If submitting via hard copy, include one (1) electronic copy (PDF format) of Proposal on CD/DVD/flash drive. Proposals should contain original signatures on any pages where a signature is required (in the case of electronic submissions, either electronic signatures or scans of hand-signed pages should be included). Proposals must contain the submittals listed in section 5.02 REQUIRED SUBMITTALS below.

5.02 REQUIRED SUBMITTALS

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. Required submittals in the checklist below must be included in the Proposal or it will cause the Proposal to be deemed non-responsive.

Required Submittals:	Check Off
Description of how the goods or services offered satisfy the statement of work described in section 3.02. At a minimum make sure to address the following points.	<input type="checkbox"/>
Provide a narrative as to how Proposer will be able to provide artisanal coffees, teas and other goods and services as called out under the RFP. Address how Proposer will be able to partner with OSU in terms of sustainability initiatives and practices as well as educational outreach around Fair Trade practices and sourcing.	<input type="checkbox"/>
Provide a list of the certified Fair Trade and organic loose teas, bagged teas and artisan coffees available and the cost per each unit. Include any price breaks or discounts available. Provide documentation showing Fair Trade certification and organic status.	<input type="checkbox"/>
Provide a list of the flavored syrups and sweeteners available, by brand name, and the cost per each unit. Include any price breaks and discounts available.	<input type="checkbox"/>
Provide a list of the bio-degradable cold/hot cups and lids (with and without logo) available and the cost per each unit. Specifically, provide the cost per unit for cups with logo's and cups without logos. Include any price breaks or discounts available.	<input type="checkbox"/>
Provide overview of how the coffee beans will be sourced directly and roasted in small batches. Include, if available, how custom coffee roasts would be developed and at what frequency OSU could request a custom roast.	<input type="checkbox"/>
Provide an overview of how your group would meet the desired specification of delivering product within twenty-four (24) hours of roasting.	<input type="checkbox"/>
Provide an overview of the ordering process (include all order placement options i.e. online, phone, etc.) and how your group would meet the desired specification of maintaining a 98% order fill rate and providing notification of non-available product within twelve (12) hours of order placement.	<input type="checkbox"/>
Provide a summary of delivery options available and detail how your group would meet the desired specification of making deliveries at least two (2) times per week with the option of additional deliveries during the week as demand dictated.	<input type="checkbox"/>
Provide a list of NSF or other similarly certified equipment that would be utilized at each location. Categorize the list by location, equipment manufacturer and model number, quantity and any other descriptor that distinguishes the equipment. Provide documentation that the equipment proposed is NSF or similarly certified. If there is a rental fee associated with the equipment, include what the fee would be per piece of equipment. Also include the replacement costs for each piece of equipment (not to exceed fair market value "FMV"). For location 3, provide pricing with and without the espresso machine included.	<input type="checkbox"/>

Provide a sample invoice that would be provided at time of delivery and a sample monthly statement that would be emailed or mailed to a dedicated UHDS delegate.	<input type="checkbox"/>
Provide a summary of your groups customer support model that details technical support, maintenance, preventative maintenance, order processing and customer service options. Address how your group would meet the desired specifications of servicing equipment within twenty-four (24) hours, quarterly preventative maintenance and what that entails, order processing assistance and notifications, and a dedicated customer service representative.	<input type="checkbox"/>
Provide an overview of training available for both the daily cleaning and use of the equipment plus espresso beverage preparation.	<input type="checkbox"/>
Provide at least one (1) but no more than three (3) sample pieces of marketing or educational materials that could be provided under the Contract. At least one of the samples should address sourcing and Fair Trade.	<input type="checkbox"/>
Provide a sample emergency operation plan addressing how your group would be able to resume or continue service under the contract should an unforeseen event occur.	<input type="checkbox"/>
Detailed information about how the Proposer meets the minimum qualifications described in section 4.	<input type="checkbox"/>
Provide a company history detailing at least three (3) years of providing the goods and services requested under the RFP.	<input type="checkbox"/>
Detailed information about how the Proposer meets the preferred qualifications described in section 4.	<input type="checkbox"/>
Provide, if applicable, any company history detailing experience providing similar goods and services to other institutions or entities of similar size as OSU. Include names of institutions, types of goods or services provided and dates goods or services were provided.	<input type="checkbox"/>
Provide a summary of your group's sustainability business practices including but not limited to transportation, waste, packaging and energy.	<input type="checkbox"/>
Provide company locations and distance of your roasting facilities in relation to OSU.	<input type="checkbox"/>
Provide what opportunities would exist to partner with OSU on a long term study around artisanal coffee practices, with the possibility for internships for OSU students.	<input type="checkbox"/>
Pricing- In addition to the pricing requested above for equipment and product, detail any additional costs not already provided. List the type of charge, the frequency of the charge and the amount of the charge. Reminder: UHDS does not allow or accept any fuel charge fees on deliveries.	<input type="checkbox"/>
Exhibit B: Certifications	<input type="checkbox"/>
Exhibit C: References	<input type="checkbox"/>

6.0 EVALUATION

6.01 EVALUATION

The stages of review and evaluation are as follows:

a. Determination of Responsiveness:

OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions, that are materially incomplete, that do not meet the minimum requirements, or that are submitted by Proposers who does not meet minimum qualifications may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A Proposer has the right to appeal the decision pursuant to OSU Standard 580-061-130(5).

b. First Stage Evaluation:

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

OSU reserves the right to ask follow-up questions of Proposers during first stage evaluations. The questions will be for the purpose of clarification of information already contained in submittals and not be an opportunity to submit additional documentation or change existing documentation.

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, Written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers, or an award may be made directly without notice of intent in those instances of a single Responsive Proposer.

c. Second Stage Evaluation:

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

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

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

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. If a second stage evaluation of all Proposers does not produce an award that is in OSU's best interest, OSU may return to the first stage evaluation to advance additional Proposers to a second stage evaluation.

d. Additional Stages of Evaluation:

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

6.02 EVALUATION CRITERIA

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

<u>Evaluation Criteria</u>	<u>Points</u>
Proposal relative to the Statement of Work	40
Proposer's qualifications	30
Price of the goods or services	30
Total	100

Points for pricing will be based on the following categories: equipment costs (maximum 10 points), product costs, based on average product costs multiplied by estimated volume called out under Exhibit D, Product Volume per each category (maximum of 15 points) and all other allowable costs (maximum of 5 points). The Proposer who proposes the lowest total cost or average cost in each category will receive the maximum amount of price points in that category. Proposer's whose cost or average cost in each category is higher than the lowest will receive fewer number of price points in a relational (proportional) manner as described below.

Example of pricing point's calculation:

Proposer A's pricing is \$450 (the lowest)
Proposer A is awarded 35 price points (the maximum)
Proposer B's pricing is \$500
Proposer B is awarded 18 price points ($450/500 \times 35$)

6.03 NEGOTIATIONS

OSU may commence serial negotiations with the highest ranked Proposer or commence simultaneous negotiations with all Responsive Proposers within the competitive range. OSU may negotiate:

- a. The statement of Work;
- b. The Contract price as it is affected by negotiating the statement of Work; and
- c. Any other terms and conditions as determined by OSU.

6.04 INVESTIGATION OF REFERENCES

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

6.03 CONTRACT AWARD

Contract will be awarded to the Proposer who, in OSU's opinion, meets the requirements and qualifications of the RFP and whose Proposal is in the best interest of OSU. If a successful Contract cannot be completed after award, OSU may conclude contract negotiations, rescind its award to that Proposer, and return to the most recent RFP evaluation stage to negotiate with another Proposer(s) for award.

7.0 INSTRUCTIONS TO PROPOSERS

7.01 APPLICABLE STATUTES AND RULES

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

7.02 COMMUNICATIONS DURING RFP PROCESS

In order to ensure a fair and competitive environment, direct communication between OSU employees other than the Administrative Contact or other PCMM representative and any party in a position to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP process or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Proposer(s) not selected for award ends with the conclusion of the protest period identified in OSU Standard 580-061-0145(3) and for Proposers(s) selected for award ends with the contract execution. This restriction does not apply to communications to other OSU employees during a Pre-Proposal conference or other situation where the Administrative Contact has expressly authorized direct communications with other staff. A Proposer who intentionally violates this requirement of the RFP process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Proposal rejected due to failing to comply with all prescribed solicitation procedures. The rules governing rejection of individual solicitation responses and potential appeals of such rejections are at OSU Standard 580-061-0130.

7.03 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Proposals are based on equivalent products, indicate in the Proposal form the manufacturers' name and number. Proposers shall submit with their Proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the RFP.

7.04 REQUESTS FOR CLARIFICATION OR CHANGE

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

7.05 ADDENDA

Only documents issued as Written Addenda by PCMM serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. Addenda will be publicized on the OSU procurement website. Proposers are advised to consult the OSU procurement website prior to submitting a Proposal in order to ensure that all relevant Addenda have been incorporated into the Proposal. Proposers are not required to submit Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by Addenda into their Proposal. Failure to do so may make the Proposal non-Responsive, which in turn may cause the Proposal to be rejected.

7.06 PREPARATION AND SIGNATURE

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

7.07 PUBLIC RECORD

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

7.08 SUBMISSION

Proposals must be received in the PCMM office no later than the Proposal Due Date and Time; it is the Proposer's responsibility to ensure that the Proposal is received prior to the Proposal Due Date and Time indicated in this RFP, regardless of the method used to submit the Proposal. Proposals may be submitted via the following method(s):

- 1) Electronic copy in PDF format included as attachment(s) in an e-mail sent to bids@oregonstate.edu. The e-mail subject line should contain the RFP No. and RFP title. Only those Proposals received at this e-mail address by the Due Date and Time will be considered Responsive; do not e-mail a copy of the Proposal to any other e-mail address. Proposals submitted directly to the Administrative Contact e-mail address will NOT be considered Responsive. It is highly recommended that the Proposer confirms receipt of the email with the Administrative Contact noted above or by calling 541-737-4261. The Administrative Contact may open the e-mail to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Proposal, or address the overall Responsiveness of the Proposal.

- 2) Hard copy in a sealed package or envelope dropped off in person or delivered to the submittal location listed on the Request for Proposal cover sheet. The package or envelope should be addressed to the Administrative Contact. It is highly recommended that the Proposer confirms receipt of the Proposal with the Administrative Contact prior to the Proposal Due Date and Time.

All Proposals, including those submitted through electronic methods (if allowed), must contain Written signatures indicating intent to be bound by the offer. If the Proposer submits multiple versions of the Proposal via different methods and does not explicitly direct OSU as to which version to use, OSU will determine which version of the Proposal will be used for evaluation.

7.09 MODIFICATION

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

7.10 WITHDRAWALS

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

7.11 LATE SUBMITTALS

Proposals and Written notices of modification or withdrawal must be received no later than the Proposal Due Date and Time (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office must be no later than the Proposal Due Date and Time). OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OSU Standard 580-061-0120. Sole responsibility rests with the Proposer to ensure OSU's receipt of its Proposal prior to the Proposal Due Date and Time. OSU shall not be responsible for any delays or misdeliveries caused by common carriers or by transmission errors, malfunctions, or electronic delays. Any risks associated with physical delivery or electronic transmission of the Proposal are borne by the Proposer.

7.12 PROPOSAL OPENING

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

7.13 PROPOSALS ARE OFFERS

The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the Request for Proposal, its Exhibits, and Addenda. The offer is binding on the Proposer for one hundred twenty (120) days. OSU's award of the Contract constitutes acceptance of the offer and binds the Proposer. The Proposal must be a complete offer and fully Responsive to the Request for Proposal.

7.14 CONTINGENT PROPOSALS

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

7.15 RIGHT TO REJECT

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

7.16 AWARDS

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

7.17 LEGAL REVIEW

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

7.18 PROPOSAL RESULTS

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

7.19 PROPOSAL PREPARATION COST

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

7.20 PROPOSAL CANCELLATION

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

7.21 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Proposer who feels adversely affected or aggrieved may submit a protest within three (3) business days after OSU issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Request for Proposal number and title. The rules governing protests are at OSU Standard 580-061-0145.

EXHIBIT A
TERMS AND CONDITIONS / SAMPLE CONTRACT

This Contract is between Oregon State University for its University Housing and Dining Services department ("OSU") and [Contractor's name] ("Contractor").

WHEREAS, OSU competitively solicited for the goods outlined in this Contract under Request for Proposal number JK181308P entitled Coffee Roaster for University Housing and Dining Services and Contractor was selected as the Proposer best able to provide these goods; and

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

NOW, THEREFORE, OSU and Contractor agree as follows:

1. CONTRACT TERM AND TERMINATION:

A. CONTRACT TERM.

This Contract is effective on the date of last signature and expires three (3) years from the effective date. OSU has the option to extend the term of this Contract for three (3) additional one (1) year terms based on the current terms and conditions. OSU may exercise this option to extend by providing written notice to Contractor prior to the expiration of the Contract.

B. TERMINATION.

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' written notice. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive funding, appropriations, allocations or other expenditure authority as contemplated by OSU's budget and OSU determines, in its assessment and ranking of the policy objectives explicit or implicit in OSU's budget, that it is necessary to terminate the Contract, or (d) if the OSU program for which this Contract was executed is abolished.

OSU may also terminate this Contract at any time by written notice for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms and conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. Termination of this Contract under this Section or any other section is without prejudice to OSU's other rights and remedies.

C. REMEDIES FOR CONTRACTOR'S DEFAULT.

In the event Contractor is in default (which includes without limitation, incomplete services), OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to OSU at a reduced price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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

Contractor shall deliver to OSU the following goods for the prices specified in this section.

A. GOODS.

- a. Equipment per location as detailed in the attached Exhibit A, Goods, Service and Deliveries.
- b. Full line of certified Fair Trade and organic loose teas, bagged teas and coffees as detailed in the attached Exhibit A, Goods, Services and Deliveries.
- c. Full line of flavored syrups and sweeteners as detailed in the attached Exhibit A, Goods Services and Deliveries.
- d. Full line of bio-degradable cold/hot cups and lids, with and /or without logos as detailed in the attached Exhibit A, Goods, Services and Deliveries.

Contractor will own all equipment under contract and will rent it to OSU for their use under the duration of the contract at the fee specified in Exhibit A, Goods, Services and Deliveries. OSU has the right to add, change or delete locations, equipment and/or product upon written request. Substitutions by Contractor not allowed unless approved by an authorized OSU representative. Any price adjustments will be made effective upon OSU written acceptance of the additions, changes or deletions. Contractor will provide all maintenance and support, including quarterly preventative maintenance, for all equipment under the Contract.

B. SERVICES.

- a. **MAINTENANCE:** Contractor shall be responsible for the replacement, service and preventative maintenance of all equipment. Contractor shall provide equipment service at no additional charge for all of the equipment at the designated locations as detailed in Exhibit A, Goods, Service and Deliveries within a "TBD" hour response time window from time Contractor is notified of service issue. Notification can be made in writing, email or mail, or verbally via phone call. If equipment cannot be fixed, Contractor shall be responsible for the replacement of the equipment at no additional charge to OSU. Additional charges, up to the agreed upon replacement cost of the equipment, may apply if the service issue is a result of a proven negligent act or misuse of the equipment by OSU. Contractor shall also provide quarterly preventative maintenance on all equipment. Preventative maintenance to include the following: "TBD".
- b. **ORDERS:** Orders may be placed either via phone or online. There are no minimum order requirements. Contractor agrees to maintain a "TBD"% order fill rate. Contractor shall notify OSU within "TBD (TBD)" hours of an order being placed, if the product ordered is no longer available or is on backorder. OSU upon receiving notice of the product availability issue may choose to remove the product from the order, substitute a different product for the order, or source the product from a different vendor at no penalty to OSU. All coffee provided under the contract shall be roasted and delivered within a "TBD (TBD)" hour window.
- c. **CUSTOMER SERVICE:** Contractor shall provide a dedicated customer service representative to assist with orders, delivery issues and product concerns in addition to being the primary vendor contact.

- d. TRAINING: Contractor shall provide training through a qualified authorized service representative. Contractor shall train to OSU's satisfaction the individuals identified by OSU in the operation and cleaning of equipment delivered under this Contract.
- e. EMERGENCY PLANNING: Contractor shall maintain an emergency operation plan to ensure continuation of services in the event of power outages, severe weather, strike, or other unforeseen events. Contractor shall provide to OSU the plan upon request.
- f. PRICING: Contractor shall perform services detailed above at no additional cost to OSU unless otherwise specified for a specific service.

C. DELIVERY.

Contractor shall deliver goods F.O.B. Destination, Prepaid and Allowed. No fuel charge fees will be allowed on the deliveries. Responsibility and liability for loss or damage remain with the Contractor until final inspection and acceptance, when responsibility passes to OSU except as to latent defects, fraud and Contractor's warranty obligations.

- a. LOCATION: Contractor shall deliver goods to OSU and shall perform services, if any at the locations specified in Exhibit A, Goods, Service and Deliveries.
- b. FREQUENCY: Contractor shall make at least two (2) regularly scheduled deliveries to the locations under contract per week on the following day(s) "TBD" and time(s) "TBD". If demand dictates, Contractor shall also make additional deliveries during the week as long as "TBD (TBD)" hours' notice has been given and an order placed. Orders for the regularly scheduled deliveries shall be placed no later than "TBD (TBD)" hours before the scheduled delivery date and time.
- c. METHOD: Contractor shall make deliveries on campus to each of the locations specified under Exhibit A, Goods, Service and Deliveries via the same truck per the schedule.

D. NECESSARY COMPONENTS.

Unless specified otherwise, Contractor shall include all components, hardware and parts necessary for complete and proper assembly, installation and operation of goods.

E. NEW AND UNUSED GOODS.

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

F. WARRANTIES.

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

G. NON-COMPLIANCE.

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

3. COMPENSATION:

A. INVOICES AND PAYMENT TO CONTRACTOR.

Contractor shall provide at each location at the time of delivery the invoice(s) to OSU for goods and services delivered and accepted by OSU. Contractor shall include in each invoice:

- a. The Contract number or Purchase Order number;
- b. The quantity of goods ordered, the quantity of goods delivered, the date goods were delivered, and the price per unit;
- c. A description of services performed, the dates services were performed, all deliverables delivered during the period of the invoices, the rate(s) for services performed, and the total cost of services;
- d. The total amount due and the payment remittance address.

OSU shall pay Contractor for services performed at the prices and rates specified herein. Contractor shall look solely to OSU for payment of all amounts OSU owes to Contractor. Payment of OSU contracts is normally made within 30-45 days following the date the invoice is received. After 45 days, Contractor may assess overdue account charges up to a maximum of two-thirds of one percent (2/3 of 1%) per month or eight percent (8%) per annum on the outstanding balance pursuant to ORS 293.462.

Contractor shall provide by the last day of each month a statement inclusive of all open invoices as of the statement date. For clarification, the statement is for OSU reconciliation of invoices only. Payment will be made from the invoices provided at time of delivery.

4. INSURANCE:

A. GENERAL LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance, including Products and Completed Operations coverage, with minimum limits of \$2 Million per occurrence and \$4 Million aggregate. Such insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon with an A.M. Best rating of at least A-VII, or such other insurance carrier approved in writing, in advance, by OSU. OSU and its officers, board members, employees, and agents shall be included as additional insured in said insurance policy.

B. PROFESSIONAL LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance. Coverage limits shall not be less than \$2,000,000 per occurrence.

C. AUTOMOBILE LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Automobile Liability Insurance. This

coverage can be provided by combining the Automobile Liability Insurance with the General Liability Insurance. Coverage limits shall not be less than \$2,000,000 combined single limit per occurrence.

D. PROPERTY INSURANCE.

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

E. PRIMARY COVERAGE.

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

F. WORKERS' COMPENSATION.

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

G. CERTIFICATES OF INSURANCE.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the OSU Contract Administrator, upon request. The Certificate(s) will specify all of the parties who are Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from acceptable insurance companies or entities. Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

H. NOTICE OF CANCELLATION OR CHANGE.

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to OSU, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to OSU. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify OSU of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

5. INDEMNIFICATION:

A. INDEMNITY.

- a. Contractor shall indemnify and hold harmless OSU and its officers, board members, employees, agents and other representatives against claims, expenses, or losses: (i) that result from Contractor's negligence, wrongful acts or willful misconduct, or (ii) alleging Contractor's services, information or materials supplied by Contractor to OSU under this Contract, or OSU's use of any of the foregoing infringes on any patent, copyright, trade secret, trademark, or other proprietary right of a third party.
- b. OSU's right to receive indemnification under this Section is conditioned upon OSU giving reasonably prompt notice and assistance of any claim; provided however, that OSU's failure to provide notice and assistance does not limit OSU's right to indemnification except to the extent such failure or assistance materially affects Contractor's ability to defend the claim.
- c. Contractor's indemnification obligation under this Section includes but is not limited to all of OSU's expenses of litigation, court costs and reasonable attorney fees.

B. DEFENSE.

- a. Contractor shall have control of the defense with counsel reasonably acceptable to OSU, except that: (i) OSU may join the defense with its own counsel and at its own expense if OSU determines there is a conflict of interest or there is an important government principle at issue, and (ii) OSU'S consent is required for any settlement that requires OSU to pay any money, does not release OSU from all liability from the claim, or adversely affects OSU's interest.

6. LAWS AND POLICIES:

A. APPLICABLE LAW; JURISDICTION AND VENUE.

- a. The laws of the State of Oregon (without giving effect to its conflict of laws principles or laws) govern all matters arising out of or relating to the Contract, including, without limitation, its validity, interpretation, construction, performance or enforcement. Any party bringing a legal action or proceeding against the other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of Oregon for Benton County.
- b. Notwithstanding paragraph (a), if a legal action or proceeding must be brought in a federal forum, the party shall bring the legal action or proceeding in the United States District Court for the District of Oregon. This paragraph does not authorize Contractor to bring a legal action or proceeding against OSU in a federal forum except to the extent Congress has validly abrogated OSU's sovereign immunity. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.
- c. Except as set forth in paragraph (b), the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

B. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES.

- a. The parties shall at all times comply with all applicable federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. The parties shall at all times comply with all applicable standards and policies of OSU, including without limitation any such laws or regulations regarding employment discrimination. If this Contract is being funded with federal funds, Contractor agrees to comply with all applicable federal contracting statutes, regulations and policies.
- b. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination

in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; (x) the Health Insurance Portability and Accountability Act requirements noted in OAR 125-055-0115; (xi) the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628; (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

C. **FEDERALLY REQUIRED PROVISIONS.**

- a. Equal Employment Opportunity – Contractor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- b. Rights to Inventions Made Under a Contract or Agreement – If this Contract is for the performance of experimental, developmental, or research work, the Federal Government and OSU have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- c. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – If this Contract provides for payments in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- d. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for a contract of more than \$100,000 shall file a certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall require any subcontractor who applies or bids for subcontract in excess of \$100,000 to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier shall also disclose any lobbying with non-Federal funds in connection with obtaining any Federal award. Contractor or subcontractor must forward any disclosures from tier to tier up to OSU.
- e. Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If this Contract is in excess of the small purchase threshold, Contractor hereby certifies they are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs.

D. **PUBLIC RECORDS LAW NOTICE.**

OSU advises Contractor that information OSU receives may be subject to public inspection under Oregon Public Records Law (ORS 192.410-192.505).

E. **SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION.**

Services supplied under this Contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division. Contractor shall notify OSU prior to using products containing hazardous chemicals to which OSU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR ch. 437, for the products subject to this provision.

F. **FIREARMS POLICY.**

OSU has a policy that prohibits Contractor and Contractor's employees, agents, and subcontractors from possessing firearms on OSU property.

G. **PARKING.**

Contractors doing business on the OSU campus may be required to have a permit to park if utilizing restricted street parking or parking lots. Contractor parking permits may be obtained through OSU's Office of Transit & Parking Services.

H. **SEXUAL HARASSMENT POLICY.**

OSU has policies that prohibit sexual harassment of members of the OSU community and in keeping with those policies Contractor and Contractor's employees, agents, and subcontractors are prohibited from engaging in sexual harassment of members of the OSU community.

I. **SMOKING POLICY.**

OSU has a policy that prohibits Contractor and Contractor's employees, agents, subcontractors from smoking on the OSU campus or other OSU owned property. The smoking prohibition includes all indoor and outdoor spaces.

J. **WEBSITE ACCESSIBILITY.**

If Contractor is designing or developing web page(s) for OSU under this Contract, Contractor shall design and develop (as applicable) the web page(s) in conformance with OSU's Policy on Information Technology Accessibility available at <http://oregonstate.edu/accessibility/ITpolicy>.

7. GENERAL TERMS AND CONDITIONS:

- A. **ORDER OF PRECEDENCE.**
In the event of a conflict, all the terms and conditions of this Contract, its exhibits, and any amendments thereto supersede all terms and conditions on any forms used by the Contractor.
- B. **NO THIRD PARTY BENEFICIARY.**
OSU and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties
- C. **ASSIGNMENT/SUBCONTRACT/DELEGATION.**
Contractor shall not assign, subcontract, delegate or otherwise transfer any of its rights or obligations under this Contract, without the prior written approval of OSU. Any assignment of rights or delegation of duties is prohibited under this Section, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights or delegation of duties in violation of this Section is void. OSU's consent to delegation does not relieve Contractor of any of its performance obligations.
- D. **WAIVER.**
No waiver of an obligation under this Contract is effective unless it is in writing and signed by the party granting the waiver. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Contract operates as a waiver or estoppel of any right, remedy or condition.
- E. **ACCESS TO RECORDS AND AUDIT.**
Contractor shall maintain accurate books, records, documents, and other evidence (collectively, "Records") following accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. Contractor shall permit OSU and the federal government and their respective duly authorized representatives to have access to the Records that are directly pertinent to this Contract for the purpose of conducting an audit, or other examination, or for creating excerpts or transcripts. Contractor shall maintain Records for OSU's review for at least six years beyond the term of the Contract. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU under this Contract.

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

- F. **GOVERNMENT EMPLOYMENT STATUS.**
Contractor certifies that either (a) it is not currently employed by OSU or the federal government; or (b) if Contractor is so employed, Contractor has fully disclosed to OSU in writing such employment status, is in full compliance with any statutes, regulation, and OSU or the federal government policies regarding employee contracting, and agrees to indemnify and hold harmless OSU for any failure by Contractor to comply with such statutes, regulations, or policies.
- G. **INDEPENDENT CONTRACTOR STATUS.**
The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265. Contractor has no authority to act on behalf of OSU and shall not purport to make any representation, contract, or commitment on behalf of OSU.
- H. **NOTICE.**
 - a. A party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Contract shall give the Notice in writing and use one of the following methods of delivery: personal delivery, United States Postal Service Registered or Certified Mail (return receipt requested and postage prepaid), overnight courier (with all fees prepaid), facsimile or e-mail to the other party's address as listed on the signature page of this Contract. Notice to OSU is to be delivered to the Contract Administrator and Departmental Administrator except where this Contract expressly directs or permits delivery of Notice to a different Department.
 - b. Notice is effective: (i) if given by facsimile, upon receipt by the sending party of an appropriate facsimile confirmation; (ii) if given by e-mail, by confirmation of receipt by return e-mail, which is not satisfied by an automatically-generated message that the recipient is out of the office or otherwise unavailable; or (iii) if given by any other means, when delivered at the address specified in this Section.

OSU Contract Administrator
OSU PCMM
ATTN: JK181308P Contract Administrator
644 SW 13th Street
Corvallis, OR 97333
Telephone: (541) 737-4261
Fax: (541) 737-2170
E-mail: pacs@oregonstate.edu

and: OSU Departmental Administrator
[Name]
[Title]
[Address]
[City, State, Zip]
Telephone: [Phone Number]
Fax: [Fax Number]
E-mail: [E-Mail Address]

CONTRACTOR Contract Administrator
[Name]
[Title]
[Address]
[City, State, Zip]
Telephone: [Phone Number]
Fax: [Fax Number]
E-mail: [E-Mail Address]

- I. **OSU NAME AND TRADEMARK.**
Contractor shall not identify this Contract, nor use OSU's names, trademarks, service marks, or other proprietary marks in any of Contractor's marketing material, advertising, press releases, publicity matters or other promotional materials without the prior written consent of OSU, which consent may be withheld in OSU's sole discretion.
- J. **RECYCLED PRODUCTS.**
Contractors will use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of the Contract.
- K. **SALES AND USE TAXES.**
OSU shall pay all applicable sales, excise, or use taxes in connection with this Contract. Invoices shall separately identify all such taxes and shall include either Contractor's sales tax or use tax permit number. Contractor shall be responsible for all other taxes, including taxes based upon Contractor's income. Contractor shall indemnify, defend, and hold harmless OSU from and against any interest, penalties, or other charges resulting from the non-payment or late payment of taxes or other charges for which Contractor failed to invoice OSU or which Contractor otherwise failed to pay in a timely manner.
- L. **FORCE MAJEURE.**
Neither party is responsible for delay caused by an act or event that prevents the party from performing its obligations under this Contract where such cause is beyond the party's reasonable control and the nonperforming party has been unable to avoid or overcome the act or event by the exercise of due diligence. Such acts or events include without limitation fire, riot, acts of nature, terrorist acts, or other acts of political sabotage or war. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.
- M. **(OPTIONAL CLAUSE: PERMISSIVE COOPERATIVE PROCUREMENTS.**
Contractor agrees to make prices offered under this Contract available to other public agencies upon the same terms and conditions set forth in this Contract. The prices offered to other public agencies shall be at the same rate as offered to OSU. OSU does not guarantee purchases from any other public agencies. Any such purchases by a public agency other than OSU are directly between the Contractor and the other public agency. The other public agency enjoys the same obligations and rights as OSU under this Contract, except for the Administrative Fee which shall be paid to OSU and not to the other public agency. Contractor shall provide written notification to OSU when a new public agency begins utilizing this Contract. The total expenditures of other public entities shall be included in the volumes reported to OSU and included in the calculation of the Contract Administrative Fee. Should the total purchases by OSU and other public entities collectively trigger any volume discounts, Contractor shall apply such discounts to fees charged to OSU.
- N. **EXECUTION AND COUNTERPARTS.**
This Contract may be executed by facsimile or PDF and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
- O. **SURVIVAL.**
The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.
- P. **SEVERABILITY.**
If any provision of this Contract is determined to be invalid, illegal or unenforceable, the remaining provisions of this Contract remain in full force and effect if the essential terms and conditions of this Contract for both parties remain valid, legal and enforceable.
- Q. **MERGER.**
This Contract, including all documents referred to herein and attached hereto, constitutes the entire agreement between the parties and supersedes all prior representations, understanding and agreements between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Contract. No amendment, consent, or waiver of terms of this Contract shall bind either party unless it is in writing and signed by authorized representatives of each of the parties. Any such amendment, consent, or waiver is effective only in the specific instance and for the specific purpose given.

8. CERTIFICATIONS AND SIGNATURES:

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

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

**EXHIBIT A
GOODS, SERVICE AND DELIVERIES**

TO BE INSERTED AT A LATER DATE

SAMPLE

EXHIBIT B
CERTIFICATIONS- REQUIRED SUBMITTAL
Must be completed and returned in the Proposal

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

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the Proposer, to the best of the undersigned's knowledge, is not in violation of any tax laws described in ORS 305.380(4).

SECTION II. AFFIRMATIVE ACTION

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

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

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

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

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

- agrees
- disagrees

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

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Telephone:(_____)_____

Title: _____ Fax:(_____)_____

FEIN ID# or SSN# (required): _____ Email: _____

Company: _____

Address, City, State, Zip: _____

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

Business Designation (check one):

- Corporation
- Partnership
- LLC
- Sole Proprietorship
- Non-Profit

EXHIBIT C
REFERENCES- REQUIRED SUBMITTAL
Must be completed and returned in the Proposal

REFERENCE 1

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

REFERENCE 2

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

REFERENCE 3

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

**EXHIBIT D
PRODUCT VOLUME**

For reference only, the following snapshot indicates the volume of product consumed during OSU's fiscal year 2015 at one (1) full service coffee/espresso location and three (3) coffee only locations. Actual volume under contract may vary.

<u>Product</u>	<u>Amount</u>	<u>Unit</u>
Coffee	6,548	pounds
Tea	106	pounds
Syrup, 750 ml bottle (sauces not included)	225	bottles
Cups, Hot & Cold	181,400	each