

REQUEST FOR PROPOSAL No. JK186223P

Laundry Equipment and Services Corvallis Oregon Campus

PROPOSAL DUE DATE AND TIME June 19, 2017 (10:00 AM, 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

(Updated: December 4, 2014)

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

Issue Date	May 24, 2017
Pre-Proposal Conference	June 5, 2017 (1:00 pm, PT)
Deadline for Requests for Clarification or Change	June 9, 2017 (2:00 pm, PT)
Proposal Due Date and Time	June 19, 2017 (10:00 am, 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 voluntary Pre-Proposal Conference will be held on <u>Monday</u>, June 5, 2017 from 1:00 pm to 2:30 pm PT. Proposers will meet representatives of the university at the following location and then will go on a tour of two (2) to four (4) facilities on campus where the laundry equipment and services would be installed/performed:

Oxford House (lobby) 957 SW Jefferson Avenue Corvallis OR 97331

The tour will start promptly at 1:00 pm PT. Proposers should arrive no later than 12:55 pm PT on the day of the Pre-Proposal Conference. Attendance will not be mandatory and an addendum covering the questions asked during the tour will be posted to the Oregon State University business and bid opportunities website. If a Proposer is unable to attend in person but has clarifying questions, the Proposer will need to submit those questions by the Deadline for Requests or Clarifications or Changes listed under section 1.01 SCHEDULE OF EVENTS.

Proposers planning on attending the Pre-Proposal Conference should RSVP to the Administrative Contact listed below at least one (1) day prior to the conference. Proposers should indicate in their RSVP if any accommodations are needed in order to participate in the tour.

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 KoehneTitle:Purchasing AnalystTelephone:541-737-7353Fax:541-737-2170E-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 for laundry equipment and services for the Corvallis Oregon campus location.

2.02 BACKGROUND

University Housing and Dining Services (UHDS) at Oregon State University recognizes the importance of learning both in and out of the classroom, and supports the concept of education as an individual as well as a community experience. UHDS strives to provide students, faculty, staff, and guests with safe, economical, convenient, and comfortable living and dining options, and the department works to maintain the highest educational and service standards. UHDS houses over 4,800 students and offers a variety of living and dining options in 15 residence halls, 107 family housing apartments, and 3 dining centers.

At this time, UHDS is looking to enter into a potential multi-year agreement for the procurement of laundry equipment and associated services for that equipment.

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. Oregon State is also the only Oregon institution to have earned both Carnegie Foundation classifications for Highest Research Activity and Community Engagement, a recognition of the depth and quality of its graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, Oregon State has a presence in all of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. Oregon State offers undergraduate, master's and doctoral degrees through 11 academic colleges, the Honors College, Graduate School and online Ecampus, enrolling more than 31,000 students from every county in Oregon, every state in the country and more than 110 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

OSU is looking to obtain the following laundry equipment and services from a Contractor for up to a five (5) year contract (one (1) year initial term followed by four (4) one (1) year optional renewals).

Equipment to be provided to OSU on a monthly per machine rental rate which is inclusive of all delivery, installation, maintenance and support. Contractor will be responsible for providing, delivering and installing, to manufacturer's specifications, all washers and dryers specified (see attached Exhibit D, Machine Count, Location and Monthly Rates for number of machines needed). UHDS will provide all utilities and access to the buildings for installation of the new equipment, maintenance calls and service calls done by the Contractor.

UHDS will take reasonable precautions to prevent abuse of the rented equipment, however, the Contractor will be responsible for any repairs or replacement of damaged equipment at no cost to OSU. Contractor to replace any machine, at no cost to OSU, if there are continual service issues with that machine that require ongoing service calls to resolve the issue. An annual review meeting will be held between OSU and Contractor to determine if machines in general need to be removed or refreshed.

Contractor will provide written procedures for clothes damage claims and the Contractor will work directly with the individual claimants.

Laundry Equipment:

Required General Specifications:

- All installed equipment will be new, high efficiency appliances, commercial grade (no residential grade appliances allowed).
- Machines will not require payment or authentication mechanisms to be used (no cards or coins needed in order to operate machines).
- ADA compliant machines are required to be installed in all current ADA accessible laundry rooms in the same or greater quantities than are currently in place.
- All machines are required to be white.

Desired General Specifications:

- All machines should indicate the time remaining in the cycle in digital form.
- All machines should include an audit feature to determine the number of cycles activated at each machine.

Washing Machine Specifications:

- All washers shall be horizontal axis front loading unless installation of such creates an ADA access issue or clearances within existing laundry rooms do not permit installation of front-loading models. Only when either of these two circumstances is found will the installation of top loading commercial washers be permitted. Contractor shall identify any such areas prior to installation and communicate their intent to install top loading machines in written form to the UHDS Project Manager. Front loading washers should be a Maytag Commercial Neptune Series washers MAH21P Energy Star Models, or equivalent commercial machine. Top loading washers should be a Maytag Commercial MAT12P Energy Star Models, or equivalent commercial machine. Residential grade machines are not acceptable.
- All washers should have the following mechanical specifications:
 - <u>Motor</u>: 120 volts, 60 hertz (Hz), single phase, reversible, thermo-protected, high-efficiency, switched reluctance motor. Develops ¼ horsepower (HP) in wash and ½ HP in spin.
 - <u>Capacity</u>: 2.9 cubic feet (0.08 cu. M).
 - <u>Spin Speed</u>: Variable up to 800 rotations per minute (rpm)/200 g-force (G's).
 - <u>Variable Fill</u>: Not dependent on pressure or time.
 - o Inlet Hose Length: 4 feet (1.22 meter).
 - o Drain Hose Length: 4 feet (1.22 meter).
 - Water Usage: 18 gallons (68.1 liters) to 24.5 gallons (92.7 liters) depending on load size and cycle chosen.
 - Leveling Legs: Adjustable to level washer for proper installation.
 - <u>Approximate Weight (Crated/Uncrated)</u>: 225 pounds (lbs.) or 102 kilograms (kg) / 195 lbs. or 88 kg.
 - Approximate Overall Dimensions: 44 ¹/₄" H X 27" W X 28 ¹/₂" D.
- All washers should have the following desired general specifications:
 - All washers should allow the user to determine the wash temperature and load size as well as the ability to regulate the use of hot water and total water volume accordingly.
 - All washers should not use more than 24.5 gallons of total input water per cycle including the maximum number of rinses.

 All washers should be configured at installation to disable the additional rinse feature, but retain the possibility that the additional rinse feature can be reactivated by the Contractor at OSU's discretion.

Dryer Machine Specifications:

- All dryers shall be single load stack dryers such as a Maytag Commercial MLG23P (MLE23P for electric) or equivalent commercial machine for gas or electric dryers. Stack dryers shall be used in all locations where they can be physically installed. Stand-alone dryers (MDG21P for Gas and MDE21P for electric or equivalent commercial machine) shall be used only where stack dryers cannot be installed. Residential grade machines are not acceptable. For bidding purposes, 100% of the dryers are electric.
- All dryers should have the following mechanical specifications:
 - o Motor: ¹/₄ HP, 120 volts, 60 Hz, single phase, thermo-protected against overload, auto reset.
 - <u>Capacity:</u> 6.0 cubic feet (0.17 cu. M).
 - <u>Tumble speed:</u> 52 rpm.
 - <u>Lubrication:</u> Permanent- needs no oil.
 - o Air Flow: 220 cubic feet (6.2 cu. M) per minute.
 - <u>Exhaust</u>: Uses a minimum of 4" (10.2 cm) diameter rigid aluminum or galvanized steel duct. Not designed for use with plastic, non-metal or combustible duct. Do not use plastic, non-metal, or combustible ducting.
 - <u>Heating Element (DE Models):</u> Nichrome helix coil.
 - <u>Electrical Rating (DE Models)</u>: All resident hall dryers to be120/208 volt, AC, 60 Hz, draws approximately 5,900 watts overall on each dryer. All dryers located in office complexes (cooperative houses and Orchard Court apartments to be 120/240 volt, AC, 60 Hz, draws approximately 5,900 watts overall on each dryer.
 - <u>Leveling Legs</u>: adjustable to level dryer for proper installation.
 - Approximate Weight (Crated/Uncrated): 157 lbs. (71 kg)/144 lbs. (65 kg).
 - o <u>Overall Dimensions:</u> 44 ¼" H X 27" W X 28 ½" D.
 - All dryers should have the following desired general specifications:
 - All stack dryers should have a window in the door of each dryer to allow user to see inside.
 - All dryers should be configured at installation to allow the user to increase the drying time in ten (10) minute increments to no more than forty (40) minutes total.

Laundry Equipment Services:

- Delivery and Installation: Contractor shall deliver and install all equipment in accordance with the installation schedule to be developed in conjunction with the designated UHDS project manager. Contractor to inform OSU in advance of any utility requirements and will make all connections with utility outlets at the site. Contractor will comply with all applicable codes and safety rules including those of OSU, the County, the State, and the Federal Authorities.
- All electrical plugs will be of the three-wire grounded type. In buildings not equipped with three-wire
 grounded installation, all machines will be properly grounded in accordance with industry standard
 electrical practices. Contractor will be responsible to provide adequate venting for all machines per
 current uniform building standards. Each machine will be positioned in such a manner that the areas
 around the machines can be easily cleaned, will create no insect harborage, and will present a neat and
 pleasing appearance.
- Contractor shall be responsible for the removal of all debris, waste or packaging material that results from the delivery and installation of the equipment in an environmentally friendly manner
- Maintenance, Support and Inspections: Contractor will provide quarterly and annual preventative maintenance on all rented equipment per a mutually agreeable schedule set between UHSD and the Contractor. Contractor to ensure all units are operating according to the manufacturers minimum specifications as well as the following tasks:

- Inspect thoroughly on a quarterly basis (every three (3) months) all equipment for wear and operational utility.
- o Inspect and clean all related exhaust and duct systems on a quarterly basis.
- o Clean all equipment for dust and soap residue on a quarterly basis.
- o Disconnect and clean all equipment under and around normal working areas annually.
- Maintain an inventory of spare parts for machine repair.
- Contractor will also be responsible to inspect each laundry room on a weekly basis to ensure normal
 operations. Contractor will provide back to UHDS on a monthly basis a report specifying when equipment
 was inspected, the results of the inspection, the operating status of each machine and a list detailing all
 repair work performed on the equipment.
- Contractor shall also provide on call and onsite support of all equipment including the following:
 - Provide four (4) hour call back service during normal business hours as it relates to any problem or issue with the rented equipment. Provide onsite assistance within 24 hours if the issue cannot be fixed remotely.
 - Replacement of any laundry equipment if more than 20% of the washers or 20% of the dryers in any assigned laundry room are not operable or repaired. Equipment to be replaced within 72 hours.

<u>Educational Materials</u>: Contractor to provide posters or other training material to educate the students in the proper use of the equipment.

<u>Security and Background Checks:</u> The OSU facilities, in which work performed under this Contract is performed, are designated as critical, occupied or security-sensitive facilities. Thus, Contractor shall conduct criminal background checks, including sex offender registration checks, (for both: Oregon at a minimum, and national for Contractor employees that formerly lived outside of the state of Oregon) on each Contractor employee and agent with satisfactory results before referral or placement at any OSU work location. The Contractor shall also conduct drug and alcohol testing of each Contractor must perform the criminal background checks and drug and alcohol testing within the 12 months immediately preceding referral or placement at any OSU work location.

Disqualifying crimes may include: 1) felony convictions of any kind within the last 8 years, 2) all crimes involving weapons of any kind ever committed, 3) all person to person crimes involving physical injury to another person ever committed, 4) sexual offenses, including stalking, and 5) child abuse, molestation, child pornography or other crimes involving child endangerment, including neglect and abandonment.

Contractor shall require Contractor's employees and agents to self-disclose to Contractor any new convictions that occur within three business days of the conviction and Contractor shall reassess the individual's assignment under this Contract.

OSU, at its discretion, may require Contractor to reassign a Contractor employee or agent to no longer perform work under this Contract or for OSU if, at any time, OSU believes that the Contractor employee or agent may create a danger to the health or safety of the campus community.

Contractor is solely responsible for complying with all applicable federal, state or local laws, rule, and regulations, including but not limited to the Fair Credit Reporting Act and equal opportunity laws and regulations, when conducting background checks. The costs and Fair Credit Reporting Act obligations for criminal background checks and drug and alcohol testing are the responsibility of Contractor.

Contractor shall require Contractor's subcontractors and agents providing services under this Contract to comply with this provision. OSU may audit Contractor's background check and drug and alcohol testing processes at any time to ensure compliance with this section. Failure of Contractor to comply with this section is a material breach of the Contract and may result in OSU seeking monetary damages or pursue other

remedies, Contract termination by OSU without further liability or obligation, or both. Contractor shall indemnify, defend, and hold harmless OSU and its directors, agents, trustees, and employees from all claims, suits, and actions arising out of or related to any and all claims relating to the conducting of such checks and testing and any adverse action that may be taken as a result of such checks and testing.

4.0 PROPOSER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS

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

- a. Proposer has at least three (3) years' experience providing the types of goods or services requested.
- b. Proposer has a facility or resources available in close enough proximity to provide the ongoing maintenance, support and inspections required under the Contract at the service levels requested.
- c. Proposer must be able to comply with OSU's security and background checks requirements as defined under the Statement of Work under section 3.2.

4.02 PREFERRED QUALIFICATIONS

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

a. Proposers who have the ability to remotely monitor equipment for performance issues.

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 should contain this section below.

5.02 REQUIRED SUBMITTALS

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, 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 including the following detail:	
 A list of all equipment proposed detailing equipment specifications. 	
 Narrative as to how Proposer will meet the general and machine specifications as called out under the statement of work. 	
 A list of the procedures Proposer would provide detailing the process for clothes damage claims. 	
 Proposed delivery and installation plan per the detail in the RFP. 	
 Proposed maintenance, support and inspection plan per the detail in the RFP. 	

 A list of educational materials to be provided at each laundry room location and one (1) sample piece of such material. 	
Detailed information about how the Proposer meets the minimum qualifications described in section 4 including the following detail:	
 Company history demonstrating at least three (3) years providing the goods or services requested. 	
 Narrative showing Proposer has the facilities or resources in close proximity to the Corvallis campus in order to service the account. 	
 Provide a statement indicating Proposer agrees and can comply with OSU security and background requirements. 	
Detailed information about how the Proposer meets the preferred qualifications described in section 4 including the following detail:	
 If applicable, provide detail around remote monitoring of the equipment— How the process works, what if any additional costs would be required, what if any additional equipment would be needed etc. 	
Exhibit B: Certifications	
Exhibit C: References	
Exhibit D: Machine Count, Location and Monthly Rates	

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 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.

Evaluation Criteria	Points
Proposal relative to the Statement of Work	50
Proposer's qualifications	15
Price of the goods or services	35
Total	100

Pricing Calculation:

The Proposal that contains the lowest price to OSU will receive the maximum number of price points. A Proposal whose price is higher than the lowest submitted price will receive proportionately fewer price points, as demonstrated in the example below.

Proposer A's price is \$450 (the lowest) Proposer A is awarded 35 price points (the maximum)

Proposer B's price is \$500 Proposer B is awarded 31.5 price points (450/500 x 35)

In the event of a discrepancy between unit prices and extended (arithmetically calculated) prices, unit prices will prevail over extended prices.

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.

6.05 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.

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 <u>bids@oregonstate.edu</u>. 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

JK186223P Laundry Equipment and Services, Corvallis Oregon Campus

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

ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. OSU and the federal government and their respective duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for three years from the date of contract expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of this Contract and for any commitments or expenditures in excess of amounts authorized by Institution.

ASSIGNMENT. Contractor shall not assign or transfer its interest nor delegate its obligation in this Contract without the express written consent of the Institution.

AVAILABILITY OF FUNDS. Institution certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of the Contract, or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Contract.

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

COMPLIANCE WITH APPLICABLE LAW. Contractor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of Contractor to comply with any or all such laws, ordinances, rules, and regulations shall not relieve Contractor of these obligations on of the requirements of this Contract. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Fund from such contractor incurred in the performance of this Contract. To the performance of this Contract of fails or refuses to make any such payments required herein, the appropriate Institution official may pay such claim to such payment. Any payment of a claim in the manner authorized in this respect to any unpaid claims.

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 Contract no person having any such interest shall be employed.

DUAL PAYMENT. Contractor shall not be compensated for work performed under this Contract from any other entity of the State of Oregon

EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between Institution and Contractor that arises out of or relates to performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Benton County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

HAZARD COMMUNICATION. Contractor shall notify Institution prior to using products containing hazardous chemicals to which Institution employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Institution's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

INDEMNITY, RESPONSIBILITY FOR DAMAGES. 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 contract, or from any act, omission, or neglect of contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless OSU and its officers, board members, employees, and agents from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this contract.

INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employees of Institution for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Institution 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 Contract. If Contractor is providing personal services as an individual, (a) Contractor. (1) Is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment; (2) Will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) Is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be charged against Federal funds; (5) Is not a member of the Oregon Public Employees Retirement System; or (6) if a contributing member of the Oregon Public Employees Retirement System for which contributions to the retirement system must be withheld, Contractor's contribution to the retirement system will be withheld and a corresponding Institution; and (7) Must furnish Form IRS Form 8233 in duplicate with this Contract if Contractor's is a non-resident alien and claims exemption from Federal Withholding tax.

INSURANCE. Contractor shall secure at its own expense and keep in effect during the term of this Contract general liability insurance. 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. OSU and its officers, board members, employees, and agents shall be included as additional insured in said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months.

NOTICES AND REPRESENTATIVES. All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as identified in the signature block of this Contract, unless otherwise designated in writing. Copies of such correspondence shall also be sent to all other Contract signatories.

OVERDUE PAYMENTS. Any charges claimed by the Contractor for payment of an overdue amount shall be in accordance with the provisions of ORS 293.462.

OWNERSHIP OF WORK PRODUCT. All work products or any form of property originated or prepared by Contractor which result from this Contract are the exclusive property of Institution.

SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any 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 Contract did not contain the particular term or provision held to be invalid.

SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from the Institution.

SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns

TERMINATIONS. This Contract may be terminated at any time by mutual consent of both parties, or by either party upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, the Institution may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by the Institution, if (a) Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; or (b) Any license or certificate required by law or regulations to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. This Contract fails to provide services or materials called for by this Contract within the time specified; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to purche as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from Institution, fails to correct such failures within ten days. The rights and remedies of Institution provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

TERMINATION DUE TO NONAPPROPRIATION OF FUNDS. If sufficient funds are not provided in future legislatively approved budgets of Institution (or from applicable Federal, state, or other sources) to permit Institution in the exercise of its reasonable administrative discretion to continue this Contract, or if Institution or program for which this Contract was executed is abolished, the Institution may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice. In determining the availability of funds from the Oregon Legislature for this Contract, Institution may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

FOREIGN CONTRACTOR. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

FORCE MAJEURE. Neither Institution nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, Institution's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

WAIVER. The failure of Institution to enforce any provision of this Contract shall not constitute a waiver by Institution of that or any other provision.

APPROVALS. In some instances, another state agency may be required to approve this Contract before any work may commence under this Contract.

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.

WORKERS' COMPENSATION. All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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):	
Title:	Fax:()
FEIN ID# or SSN# (required):	Email:
Company:	
Address, City, State, Zip:	
Construction Contractors Board (CCB) License Number (if applica	ble):
Business Designation (check one): □ Corporation □ Partnership □ LLC □ Sole Propri	ietorship 🛛 Non-Profit

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

REFERENCE 1

COMPANY:		
ADDRESS:	PHONE NUMBER:	
CITY, STATE ZIP:	FAX NUMBER:	
WEBSITE:	E-MAIL:	
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 MACHINE COUNT, LOCATION AND MONTHLY RATES- REQUIRED SUBMITTAL Must be completed and returned in the Proposal

	**ADA		Machines per Location			COSTS		
Campus Location	ADA Units Required (Y)es or (N)o	# of ADA Units Required	Total # Washers	Total # Dryers	Total # of Combo Units	Total # of Units by Location	Cost Per Unit Per Month	Total Monthly Cost
*Avery Lodge	Y	1 each	2	2		4		
*Azalea House	Y	1 each	1	1		2		
Bloss Hall	Y	1 each	6	8		14		
Buxton Hall	Y	1 each	6	6		12		
Callahan Hall	Y	1 each	6	8		14		
Cauthorn Hall	Y	1 each	7	7		14		
*Dixon Lodge	Y	1 each	2	2		4		
Finley Hall	Y	1 each	6	8		14		
Halsell Hall	Y	1 each	8	8		16		
Hawley Hall	Y	1 each	6	6		12		
International Living Learning Center	Y	1 each	10	10	2	22		
McNary Hall	Y	1 each	7	7		14		
*Orchard Court	Y	1 each	18	18	1	37		
Polling Hall	Y	1 each	7	7		14		
Sackett Hall	Y	1 each	8	8		16		
Tebeau Hall	Y	1 each	14	14		28		
Wilson Hall	Y	1 each	6	8		14		
West Hall	Y	1 each	6	6		12		
Weatherford Hall	Y	1 each	8	8		16		
		Totals	134	142	3	279	Total Monthly Cost	

NOTES:

Cauthorn Hall has two locations where machines will be located; 6 washers and 6 dryers each in one location and 1 washer and 1 dryer in a second location.

Halsell Hall has two locations where machines will be located; 4 washers and 4 dryers in each location.

International Living Learning Center has two locations where machines will be located; 5 each stacked units and 1 combo unit in each location.

McNary Hall has two locations where machines will be located; 6 washers and 6 dryers each in one location and 1 washer and 1 dryer in a second location.

Orchard Court has four locations where machines will be located; 6 washers and 6 dryers each will be in three locations, 1 combo unit needed in fourth location.

Polling Hall has two locations where machines will be located; 6 washers and 6 dryers each in one location and 1 washer and 1 dryer in a second location.

* Non-resident hall location- either cooperative housing or apartments.

** ADA units are listed for planning purposes. The number of ADA units required per location is also included in the overall machine count.