UNIVERSITY OF OREGON

(“University”)

REQUEST FOR PROPOSAL

(“RFP”)

RFP Title: **RFP for Laundry Vending Services**

RFP Number: **PCS# 470000-0029-RFP**

Issuing Office: **Purchasing and Contracting Services**

**720 East 13th Avenue, Suite 302**

**Eugene, OR 97401**

[**submit1@uoregon.edu**](mailto:submit1@uoregon.edu)

Closing Date and Time: **June 27, 2014 at 5:00pm (Pacific Time)**

Proposals must be received by the Issuing Office, no later than the Closing Date and Time.

Postmarks will not be considered.

**SECTION 1 – GENERAL INFORMATION**

* 1. **General Purpose.** University is soliciting Proposals from qualified Proposers for Laundry Vending Services. The University of Oregon Housing Department provides living quarters for approximately 4300 students in University Residence Halls. Family Housing consists of a combination of approximately 390 apartments and residential style homes while Graduate Village houses 72 students in single room apartment style buildings; Graduate Village is included with the Residence Hall grouping. Expected deliverables are listed in “Scope of Services” below.
  2. **Closing Date and Time.** All Proposals must be received by University’s Issuing Office by 5:00 p.m. (Pacific Time) on or before June 27, 2014 (“Closing Date and Time”). Postmarks will *not* be considered. Electronic submissions of Proposals are encouraged. The Issuing Office’s mailing/delivery address and email address are listed on the cover page and in the “Issuing Office” Section below.
  3. **Issuing Office.** The University’s Purchasing and Contracting Services department is the Issuing Office for this RFP. Proposals may be submitted manually or electronically to the Issuing Office at the following addresses:

Purchasing and Contracting Services

720 East 13th Avenue, Suite 302

Eugene, OR 97401

[submit1@uoregon.edu](mailto:submit1@uoregon.edu)

Issuing Office hours for receipt of manually submitted Proposals are Monday through Friday 8 a.m. to 5 p.m. Eugene, Oregon local time.

* 1. **General Responsibilities of Proposers.**
     1. ***Clarifications for Proposer*.** For additional information or clarification of requirements contact (in accordance with the requirements set forth in Section 4.2 below) the requesting University department:

Andre Moran, Purchasing & Contracts Manager

University Housing

1595 E 15th Avenue

Eugene, OR 97403

andremor@uoregon.edu

* + 1. ***Monitoring*.** This RFP will be posted on the Oregon University System (OUS) website, under “Business Opportunities,” accessible at <https://secure.ous.edu/bid/>. Any Addenda including, without limitations, extensions of the Closing Date and Time will be posted to the OUS website. Proposers are responsible for monitoring the OUS website on a periodic basis for any modifications to the RFP. University is not required to issue individual notifications.
    2. ***Representations, Certifications and Acknowledgments.*** For consideration, **you must submit your Proposal with a completed and signed Representations, Certifications and Acknowledgments by the Closing Date and Time**. A blank form of the Representations, Certifications and Acknowledgements for you to complete, sign, and submit is attached to this RFP as **Exhibit A**.
  1. **Voluntary Pre-Proposal Tour.** A voluntary on-site tour of University Residence Hall and Family Housing buildings/locations will be made available to Proposers who express an interest by contacting Andre Moran, University Housing Purchasing & Contracts Manager by June 9, 2014 using the contact information found in Section 1.4.1. The tour is expected to last 2 to 3 hours and will be scheduled during the week of June 16, 2014. This tour will allow Proposers to view the laundry rooms in University buildings to help assess access and equipment placement/installation areas. Proposers who express their interest will be notified of tour dates and times on or before June 10, 2014.

This tour is not intended to be a question and answer session. Should Proposers develop questions during the tour, please email those to the contact indicated and as per the instructions listed under Section 1.4.1. Any information or communication provided on the tour will not be considered as a change to the RFP. Only written changes and responses to questions posted as addenda to this RFP will be considered binding.

* 1. **Definitions.** As used in this Request for Proposal (unless otherwise stated), the capitalized terms shall have the meanings set forth in OAR 580-061-0010.

**SECTION 2 – SCOPE OF SERVICES**

* 1. **Statement of Services.** 
     1. University is seeking a a Laundry Vending Service with the following capabilities and qualifications:
        1. Ability to provide commercial grade laundry vending equipment and professional maintenance and repair services in a University or College environment.
        2. Ability to provide service and repairs within a 24 hour response time.
        3. Ability to provide enhanced technology options in a phased-in approach.
     2. The successful Proposer will provide products and services including but not limited to those listed in **Exhibit B**.
  2. **Anticipated Term.** It is anticipated that the term of the contract awarded under this RFP, will be for a five year initial term, with the option, in University’s discretion, to extend the contract for one additional two-year period, for a total possible contract term of seven years.
  3. **Firm Pricing.** If awarded a contract, proposal pricing must be held firm for the 5 year(s) of the initial contract term and for the optional 2 year additional term if this option is exercised by University.

**SECTION 3 – PROPOSER SUBMITTALS AND OTHER REQUIREMENTS**

* 1. **Overview.** 
     1. Proposer MUST submit the information required or requested in this Section in accordance with the procedures and instructions set forth in this RFP.
     2. ***Mandatory and Evaluated Information.***
        1. Submittals may be designated as Mandatory “(M)” or Evaluated “(E)”, or both “(M/E)”.
        2. Mandatory Requirement. If the submittal is marked “**(M)**” or with the words “must,” “shall,” or “will”, the submittal is mandatory and the Proposer MUST meet this requirement. The determination as to whether the Proposer meets the mandatory requirement rests solely with University. If University determines that a Proposer does not meet a mandatory requirement as specified, or has not included mandatory information, the proposal shall be deemed “non-responsive”, and no further evaluation will occur.
        3. Evaluated Specification. If the submittal is marked “**(E)**”, the submittal is evaluated and Proposers are expected to provide comprehensive written responses to the evaluated specifications. Points will be awarded based on the degree to which the University’s evaluators determine that the Proposer meets the evaluated specification. A Proposer that does not respond to an evaluated specification will receive no points for that specification.
     3. Mandatory/Evaluated Specification. If the submittal is marked “**(M/E)**”, Proposer must provide a response and the submitted response is evaluated pursuant to the terms set forth in the above Section.
  2. **Cover Letter.** Proposer must submit a cover letter summarizing the Proposal. **(M)**
  3. **Contact Information.** Proposer must submit the name and title of its primary contact regarding this RFP, the business name, the primary address, the primary contact’s telephone number, and the primary contact’s email address. **(M)**
  4. **Entity Verification.**
     1. If the Proposer is an entity other than a sole proprietorship, Proposer must submit evidence in the form of a Secretary Certificate (or equivalent documentation) that the individual submitting the Proposal is authorized to act for and bind the Proposer in all matters relating to the Proposal and possible subsequent contract. This type of written documentation is commonly in the form of a Secretary’s Certificate or Officer’s Certificate issued by the board or committee governing the entity. The written documentation, however, is not required to be in any particular form as long as it clearly shows the individual signing the Proposal has authority to bind the Proposer. **(M)**
     2. If Proposer is an entity other than a sole proprietorship and the entity was not organized or incorporated in the State of Oregon, Proposer must submit written evidence that Proposer is in good standing in its state of organization or incorporation. This type of written documentation is commonly in the form of a certificate of good standing. The written documentation, however, is not required to be a certificate of good standing. For example: A corporation incorporated in California could go to the California Secretary of State’s website, perform a business entity search on itself, and submit with its Proposal a copy of the record retrieved from that site. **(M)**
  5. **Financial Capability.** Proposer must submit sufficient evidence of financial capability to meet the responsibilities to perform the contract which may include balance sheets, income statements, financial statements, independent financial compilation/review or other financial information whereby University can determine Proposer’s credit rating or financial capability. It will be at University’s sole discretion to determine if evidence submitted is sufficient to determine financial capability or to deem a Proposer responsible to perform under a contract. University reserves the right to request further information as needed for clarification purposes. The successful Proposer to which the contract is awarded may, at the discretion of University, be required to provide periodic (in no case more than two (2) times per year) updates to the financial capabilities report submitted pursuant to this RFP. **(M)**
  6. **Qualifications.** 
     1. Proposer must submit information detailing how Proposer meets the qualifications identified in Section 2 above, and any other information deemed necessary for Proposer to perform the contract, including a firm resume, and a description of the resources available to Proposer to perform the contract. **(M/E)**
     2. Proposers must submit verification that the Proposer has any and all licenses (including, but not limited to, software licenses) necessary for the work contemplated under this RFP, as applicable. **(M/E)**
     3. Proposer must submit a description of the Proposer’s experience performing projects similar in type and magnitude to the subject of this RFP. Proposer’s description must include a minimum of three examples demonstrating the above experience. **(M/E)**
     4. Proposer must submit work samples of similar projects (e.g. photographs, literature, schematics, report samples, etc.). **(M/E)**
  7. **References.** Proposer must submit a list of three clients and contact information for whom similar projects have been completed by the Proposer. These clients may be contacted by University for an evaluation and assessment of the Proposer's performance. **(M/E)**
  8. **Key Personnel.** Proposer must provide a list of key personnel who will be assigned to this project. This list will include each individual’s name, title, qualifications, areas of expertise, experience with projects of similar scope and nature and a concise business biography or resume. **(M/E)**
  9. **Management Procedures.** Proposer must include a detailed description of procedures and other aspects of the working relationship expected between Proposer's project manager and University's representative, Andre Moran, University Housing Purchasing & Contracts Manager, as well as any other information deemed necessary for the fulfillment of the awarded contract. **(M/E)**
  10. **Goods/Services Offered.** 
      1. Proposer must submit a full description of (i) how Proposer would approach this project, and (ii) all deliverables identified in Section 2 above, which Proposer would provide under a contract awarded pursuant to this RFP. **(M/E)**
      2. Proposer must submit a completed **Exhibit B** or attach documentation that clearly responds to all of the requirements listed on **Exhibit B**. **(M/E)**
  11. **Proposed Timeline.** Proposer must submit a proposed timeline with breakdown of time allocated for delivery of all deliverables identified in Section 2 above. **(M/E)**
  12. **Itemized Budget of Cost Estimates.** Proposer must submit an itemized budget of cost estimates for individual items to be provided under a contract awarded pursuant to this RFP as well as total estimated price for the work contemplated under this RFP. Proposer may group the costs of the items in **Exhibit B** as appropriate, however all items marked as Optional must have their cost itemized separately **(M/E)**
  13. **Other Proposer Requirements.** Proposer must not be listed on the Federal Excluded Parties or Debarred Contractors listing. Proposer must not be excluded from contract awards by either the federal government or the State of Oregon. No written response from Proposer is necessary for this Section. Upon closing of this RFP, and as part of University’s initial review of mandatory requirements, University will verify whether Proposer is excluded from contract awards by either the federal government or the State of Oregon. **(M)**
  14. **Representations, Certifications and Acknowledgements.** Proposer must submit a completed and signed Representations, Certifications and Acknowledgments. A blank form of the Representations, Certifications and Acknowledgements for you to complete, sign, and submit is attached to this RFP as **Exhibit A**. **(M)**
  15. **Acknowledgement of Addenda.** Proposer must acknowledge that Proposer has received, reviewed, and agrees to all of the terms conditions added to this RFP via any and all Addenda that are posted on the OUS website.

Any Addenda including, without limitations, extensions of the Closing Date and Time will be posted on the OUS website, under “Business Opportunities,” accessible at <https://secure.ous.edu/bid/>. Proposers are responsible for monitoring the OUS website on a periodic basis for any and all modifications to this RFP.

* + 1. ***Addenda Posted Prior to Proposer’s Submission of Proposal.*** Proposer must either (i) check the “Acknowledgement of Addenda” box on the Representations, Certifications and Acknowledgments, or (ii) sign and submit a copy of each Addendum. **(M)**
    2. ***Addenda Posted After Proposer’s Submission of Proposal.*** If Proposer has already submitted a Proposal, Proposer may (i) modify the previously submitted Proposal (in accordance with the procedures set forth in Section 4 below) to include a signed copy of each Addendum not previously acknowledged, or (ii) withdraw the previously submitted Proposal (in accordance with the procedures set forth in Section 4 below). **(M)**

**SECTION 4 – PROPOSER INSTRUCTIONS AND PROPOSAL PROCEDURES**

* 1. **Overview.** Proposer MUST comply with all Proposal procedures and follow all Proposer instructions set forth in this Section.
  2. **Requests for Change.**
     1. ***Timing*.** Requests for change or protests of solicitation specifications or contract provisions must be received by University, in writing, no later than seven (7) calendar days prior to the Closing Date and Time. No requests for change or protests of solicitation specifications or contract provisions will be considered after the deadline stated above.
     2. ***Requirements*.** Such requests for change or protests will include the reasons for the request for change or protest, and proposed changes to specifications or provisions. Envelopes or e-mails containing requests for change or protest must be marked **SOLICITATION SPECIFICATION REQUEST FOR CHANGE or CONTRACT PROVISION PROTEST**, and must identify the RFP Title, RFP Number and the Closing Date and Time. University reserves the right to amend this RFP, extend the Closing Date and Time, or deny the request or protest.
     3. ***Proposer Requests Not Addenda*.** Only documents issued as Written Addenda by University serve to change the RFP in any way. No other direction received by the Proposer, written or verbal, serves to change the RFP. University will post Addenda on the OUS website.
  3. **Proposal Preparation.**
     1. ***Completeness*.** Unless Proposers are specifically authorized by this RFP to take exceptions or to leave terms open to negotiation, Proposals will be a complete offer and will be subject to the terms of this RFP. Proposals must include all information required herein to be fully responsive to this RFP and to be evaluated and considered for award. Failure to do so may be deemed sufficient cause for rejection of the Proposal as “non-responsive.”
     2. ***Organization*.** Proposal responses must follow the organization and format described in this RFP. Proposal responses must clearly identify the question or request to which the Proposer is addressing and restate the Section number with each response. All responses must be organized in the order in which the question or request was presented in the RFP. Proposals that do not follow the format described in this RFP may at University’s sole discretion be deemed “non-responsive,” and receive no further consideration.
     3. ***Writing and Signature*.** Proposals must be in writing and must be signed by an authorized representative of the Proposer. Alterations or erasures must be initialed in ink by the person signing the Representations, Certifications and Acknowledgments. No verbal Proposals will be accepted.
  4. **Proposal Submission.**
     1. ***Form*.** Proposals may be submitted manually or electronically.
        1. *Electronic Submissions*. Proposers are encouraged to submit their Proposals electronically to the e-mail address provided on the cover page and in Section 1, above. The subject line must clearly state that it is a “**PROPOSAL**”, noting the RFP Title, RFP Number, and the Closing Date and Time. Electronic Proposals must be in MS Word or Excel. Supporting documentation such as graphics, pictures, and financial statements may be in .pdf or other appropriate format. **Do not submit electronic copies through use of a Drop Box account or other such Web or cloud based product.** All Proposals submitted electronically must be submitted by individuals with authority to legally bind the Proposer.
        2. *Manual Submissions*. Proposers submitting manually must submit two (2) copies of their Proposal, as well as an electronic version on CD or USB device. All manual submissions must be submitted in a sealed envelope appropriately marked. All envelopes in which the RFP, Representations, Certifications and Acknowledgments, and Proposal are submitted MUST be clearly marked “**PROPOSAL**”, noting the RFP Title, RFP Number, and the Closing Date and Time. All manual submissions will be made to the address as indicated in Section 1 of this RFP.
     2. ***Consistency*.** Proposers are strongly encouraged to utilize the same method of submission, either manual or electronic, throughout the solicitation process (e.g. if your Proposal was submitted electronically, Proposers are encouraged to submit modifications and requests to withdraw via e-mail; if your Proposal was submitted manually, requests for modification or withdrawal should be submitted manually).
     3. ***Receipt of Proposal by University.*** All Proposals must be received by University’s Issuing Office by the Closing Date and Time. Postmarks will not be considered.

It is Proposer’s responsibility to ensure that the Proposal is received by University at the required delivery point (as indicated in Section 1 of this RFP), prior to the Closing Date and Time, regardless of method used to submit the Proposal.

University will not be responsible for the proper identification and handling of Proposals not submitted in the designated manner or format as required by this RFP.

* 1. **Proposer’s Costs.** University is not responsible for any costs of Proposers incurred in connection with submitting or presenting a Proposal. All Proposers who respond to solicitations do so solely at their own expense.
  2. **Binding Offer.** Submission of a Proposal constitutes a firm, binding and irrevocable offer for a period of ninety (90) calendar days following the Closing Date and Time.
  3. **Modification of Proposal by Proposer.** Proposers may modify a previously submitted Proposal prior to the Closing Date and Time. Modifications must be made in writing and signed by an authorized representative. Modifications may be submitted manually or electronically. The envelope or e-mail subject line must be clearly marked “**PROPOSAL MODIFICATION**,” and must display the RFP Title, RFP Number, and the Closing Date and Time. Verbal modifications or corrections will not be recognized or considered.
  4. **Withdrawal of Proposal by Proposer.** Proposals may be withdrawn at any time prior to the scheduled Closing Date and Time. Withdrawal can only be accomplished by written notification, signed by an authorized representative. Notification of withdrawal may be submitted manually or electronically. The written notification must be received by University prior to the Closing Date and Time. The envelope or e-mail subject line must be clearly identified with the words “**PROPOSAL WITHDRAWAL**,” and must display the RFP Title, RFP Number, and the Closing Date and Time.
  5. **Public Records / Property of University.** All Proposals submitted in response to this RFP become the property of University. By submitting a Proposal in response to this RFP, Proposer grants the University a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating a contract, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Laws. Proposals, including supporting materials, will not be returned to Proposer.
  6. **Trade Secrets.** This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be retained by requesting University department for the required retention period, and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a "trade secret" under ORS 192.501(2), the Proposer must mark each sheet of such information with the following legend:

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

Failure to mark a specific page with the legend set forth in this Section will conclusively establish that the information on that page does not constitute a trade secret as defined in ORS 192.501(2).

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

**Proposals in which the entire document is marked or otherwise identified in its entirety as confidential or a “trade secret” may be rejected. If the Proposal is not rejected, the response will be deemed available for disclosure to the public.**

* 1. **University’s Right to Amend.** University reserves the right, at its option, to amend this RFP. Any Addenda including, without limitations, extensions of the Closing Date and Time will be posted on the OUS website, under “Business Opportunities,” accessible at <https://secure.ous.edu/bid/>. Proposers are responsible for monitoring the OUS website on a periodic basis for any modifications to the RFP. University is not required to issue individual notifications.
  2. **University’s Right to Reject.** University reserves the right, at its option, to reject any or all Proposals. Notification of Proposal rejection will be made in writing. University reserves the right to waive minor informalities and irregularities in Proposals.
  3. **University’s Right to Cancel.** University reserves the right, at its option, to cancel this RFP.

**SECTION 5 – EVALUATION AND AWARD**

* 1. **Evaluation by Committee.** Proposals will be evaluated by a committee consisting of representatives of the requesting University department, and/or other interested individuals, as University deems appropriate (“Committee”).
  2. **Initial Evaluation.**
     1. ***Completeness and Compliance of Proposal*.** Proposals will be evaluated for completeness and compliance with the mandatory requirements of this RFP. Those Proposals that meet Mandatory (M) requirements are considered “responsive”.

Those Proposals which are incomplete, which do not meet all Mandatory (M) requirements of this RFP or are otherwise deemed by University to be "non-responsive," will be rejected.

* + 1. ***Responsibility of Proposer*.** Proposers will be evaluated for their demonstrated ability to perform responsibly under a contract awarded pursuant to this RFP. At the discretion of the University, those Proposers who satisfactorily demonstrate their ability to perform responsibly under a contract awarded pursuant to this RFP are considered “responsible”.

Those Proposers who are unable to satisfactorily demonstrate to University that they are able to perform responsibly under a contract awarded pursuant to this RFP are considered “non-responsible”.

* 1. **Criteria Evaluation.** Responsive Proposals received from responsible Proposers will be further evaluated by the Committee. For each of these Proposals, the Committee will allocate points (up to the designated Maximum Available Points) for the following criteria, and calculate the Proposal’s total score:

|  |  |  |  |
| --- | --- | --- | --- |
|  | ***Criteria to Be Evaluated*** |  | ***Maximum Available Points*** |
| 1 | Cost to Provide Services (Section 3.12& **Exhibit B**) |  | 300 Points |
| 2 | References/Key Personnel (Sections 3.7 / 3.8) |  | 150 Points |
| 3 | Qualifications (Sections 3.6.1 / 3.6.2 / 3.6.3 / 3.6.4) |  | 250 Points |
| 4 | Management Procedures (Section 3.9) |  | 100 Points |
| 5 | Service Response (Section 3.10 & **Exhibit B)** |  | 200 Points |
|  | ***TOTAL:*** |  | 1000 Points |

Although the general criteria to be used for final evaluation has been provided in this RFP; it is not intended to limit imagination or creativity in preparing a Proposal that will accomplish the same goals and expectations.

* 1. **Competitive Range Evaluation.**
     1. ***Establishing a Competitive Range*.** Based on the total scores calculated in accordance with Section 5.3 above, the Committee will establish a range of Proposals which are deemed to have a reasonable likelihood of being selected for award (“Competitive Range”). The Competitive Range is expected to consist of no more than three (3) Proposals; however, University reserves the right to expand or reduce the number of Proposals to be included in the Competitive Range.

University will notify a Proposer if it is in the Competitive Range via the email address provided in the Proposal. If no response is received by University within 24 hours after the notification is sent, a follow-up phone call will be made to the Proposer via the phone number provided in the Proposal. If no response is received by University within 48 hours after the initial notification is sent, the Proposal may be removed from the competitive range. University will provide written notice of such removal to the Proposer.

* + 1. ***Evaluating Competitive Range Proposals*.** Proposers of Proposals within the Competitive Range may be asked to prepare and present a live presentation of their Proposal to be delivered to the Committee at University. The Proposers’ presentations will take place on or about July 14, 2014, as scheduled by University. Any special accommodations required for the live presentations (technical or otherwise) must be communicated to University at least 3 days prior to the scheduled presentation. University will make all reasonable efforts to accommodate such requests. The purpose of the live presentations will be to allow the Proposers to provide supplemental information in order to provide clarification of the Proposal contents, as well as to inform the Committee as they recommend a Proposer for ultimate award of the contract under this RFP.

The Committee may also consider and assess other factors, including but not limited to, any information submitted in response to this RFP; best value; experience working with other organizations, including higher education institutions; references; financial condition of the Proposer; resources of the Proposer; clarifications provided in response to inquiries by University; proposed additional terms for providing the service; and experience of persons assigned to this project.

University reserves the right to require a “Best and Final Offer” pursuant to OAR 580-061-0155(3) from Proposers within the Competitive Range.

* 1. **Final Determination.** After considering and assessing all factors it deems relevant, the Committee will make a recommendation to Michael Griffell, Director of Housing, who will then make a decision as to how to proceed.

University plans to award this project to the firm or individual who best meets the overall selection criteria detailed in this RFP. University reserves the right to make its final decision based upon the solution that best meets the University’s needs. The lowest cost Proposer may not be awarded a contract.

* 1. **Award Notice.** The apparent successful Proposer will be notified in writing of its status and a contract will be provided to the apparent successful Proposer, in substantially similar form to the one included with this RFP as **Exhibit D**. All other Proposers will be notified in writing that the apparent winning Proposal has been selected.

University anticipates that the Award Notice will be released on or about July 25, 2014 (“Anticipated Award Notice Date”).

* 1. **Award Protest.** Protest of the selection or award may be made pursuant to the conditions and limitations of OAR 580-061-0145.

**SECTION 6 – CONTRACT AWARD**

* 1. **Separate Contract.** The contract award will be pursuant to a separate contract which will include terms and conditions substantially as set forth in the draft contract attached to this RFP as **Exhibit D**.
  2. **Modification of Form Contract.** If you have questions, concerns or proposed modifications regarding any of the terms and conditions contained in this RFP, including the attached form of contract, you must address those during the time prescribed for questions, changes, or protests as set forth in Section 4 above.
  3. **No additional or Supplemental Terms or Conditions.** Additional or supplemental terms and conditions submitted by a Proposer as part of its response may be evaluated or considered at the sole discretion of University. If additional or supplemental terms and conditions, either intentionally or inadvertently appear separately in a Proposal (e.g. in transmittal letters, specifications, literature, price lists or warranties), it is understood and agreed that the terms and conditions contained in this RFP are the only terms and conditions applicable to this RFP and any ensuing contract, and the Proposer’s authorized signature affixed to its Proposal attests to this.

If you condition your Proposal on any additional terms and conditions, which have not been accepted by a written Addendum to the RFP, your Proposal may be deemed non-responsive.

* 1. **University Review.** Proposers agree that University will have the right to review and require modification of any terms or definitions used in the final contract. Failure to agree upon acceptable contract definitions or terms may result in cancellation of the intended award.

**EXHIBIT A**

**RFP for Laundry Vending Service**

**PCS# 470000-0029-RFP**

***(Must Complete, Sign and Submit with your Proposal by the Closing Date and Time)***

**REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGEMENTS**

By submitting this Proposal in response to this RFP, Proposer represents and warrants that:

1. Proposer has read all of the terms and conditions of this RFP; Proposer understands that by signing below and submitting a Proposal, if awarded the contract, Proposer will be bound by the terms and conditions of this RFP and its Proposal.

2. **Prices proposed shall be firm for three months after the Closing Date and Time**; and, if awarded the contract, Proposer must furnish any and all goods and/or services at the prices offered within the terms and time specified.

3. Proposer has the power and authority to enter into and perform the contract awarded as a result of this RFP.

4. The individual signing for Proposer is authorized to execute this Proposal on behalf of Proposer.

5. Proposer is an independent contractor and not an employee, partner, or agent of University.

6. Proposer’s name, as it appears in this Proposal, is Proposer’s legal name, as it will appear in the Proposer’s W-9, and if Proposer is an entity rather than an individual that the entity named in this Proposal is validly-existing and in good standing.

7. Proposer has not discriminated against Historically Underrepresented Businesses (defined in OAR 580-061-0010) in obtaining any required subcontracts.

8. No officer, agent or employee of University has participated on behalf of University in preparation of the Proposal, that the Proposal is made in good faith, without fraud, collusion, or connection of any kind with any other proposer for the same work, and that the Proposer is competing solely on Proposer’s own behalf without connection with, or obligation to any undisclosed person or firm.

**Acknowledgment of Addenda**

By checking this box, Proposer acknowledges Proposer has received, reviewed, and agrees to the all terms and conditions added to this RFP via any Addenda that were posted on the OUS website, under “Business Opportunities,” accessible at <https://secure.ous.edu/bid/>.

**Business Designation (check one):**

Corporation  Partnership  Sole Proprietorship

Governmental/Non-profit  Limited Liability Company

**Please indicate your Minority Women or Emerging Small Business (MWESB) Status:**

Women Owned  Self Report State Certified #

Minority Owned  Self Report State Certified #

Emerging Small Business  Self Report  State Certified #

None of the Above

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Above information must be provided prior to the Closing Date and Time for the Proposal to be considered responsive.**

**EXHIBIT B**

**RFP for Laundry Vending Service**

**PCS# 470000-0029-RFP**

Mandatory or Preferred: M/P Indicates whether the item is (M)andatory or (P)referred. Proposers must provide any item marked as Mandatory in order to be considered Responsive.

Optional: An X in this column indicates that the University will determine whether or not to include the item in any resulting contract, either at execution or phased in during the contract term at University’s discretion. Items marked as Optional must have their cost itemized separately.

Proposer Response: Proposers must mark either Yes or No indicating whether or not they will provide the indicated item and include Details of their response to this item.

| **University Requirements** | | | **Proposer Response** | | |
| --- | --- | --- | --- | --- | --- |
| **Product or Service** | **M/P** | **Optional** | **Yes** | **No** | **Details** |
| 1. The successful proposer (“Contractor”) shall furnish and install, at contractor's expense, the number of Brand New, High Capacity, Energy Efficient Front Load Washers, High Capacity Dryers, and Add-Value Stations at the sites set forth in **Exhibit C**, attached hereto.; | M |  |  |  |  |
| 1. Residence Halls: Washers must be brand new and card operated. Dryers must be brand new and are used free of charge, and do not require card readers. University reserves the right to future negotiations with the Contractor to explore such options as free use of washers, card operated dryers, etc. | M |  |  |  |  |
| 1. University reserves the right to future negotiations with Contractor regarding advanced technologies that are or may become available in the future. It is anticipated that for year one and two, the University will remain consistent with the type of access systems provided under the initial terms of a resulting contract. However, University desires the ability to provide enhanced services beginning after year two of the initial agreement. Enhancements include, but are not limited to the following: free use, technology to check machine availability, web based monitoring, laundry status notifications, etc. Contractor’s response should include information explaining currently available technologies and building / infrastructure requirements for implementation. Pricing/Cost increases for additional equipment required to implement new technologies after year two will be negotiated between Contractor and University. | M | X |  |  |  |
| 1. University requires Contractor to include the cost impact that removal of the Add-Value Stations and Card Readers would have if the University moves to a free use laundry system in the Residence Halls after year two. | M |  |  |  |  |
| 1. Family Housing: At this time washers and dryers are coin operated. University intends to move away from coin operated equipment. University will evaluate responses that include a debit/credit system or card access system that maximizes user access and ability to add value to the access card or device. | M |  |  |  |  |
| 1. All Appliances in the Family Housing units must be equipped with a debit/credit system or card access system. Contractor should explain advantages and disadvantages of either system they are proposing. | M |  |  |  |  |
| 1. University reserves the right to increase or decrease the number of washers and dryers as needs or requirements change. These changes will be negotiated between University and Contractor and pricing will be adjusted accordingly via an amendment to the contract. | M |  |  |  |  |
| 1. Contractor must provide University’s representative a detailed report of all washers and dryers (“Appliance(s)”) installed in the Residence Halls, Family Housing, and Graduate Village locations. The report detail must include, at minimum the following information for each Appliance: MAKE; MODEL; SERIAL NUMBER; LOCATION OF APPLIANCE, including BUILDING NAME, FLOOR, ROOM NUMBER; and the APPLIANCE VALUE. This report must be submitted within 30 days of completion of Appliance installation, and updated as Appliance changes occur within thirty (30) days of such changes. | M |  |  |  |  |
| 1. Contractor must provide University with a cost for Laundry Access Cards. Contractor shall include a cost based on an annual average estimated volume of 4300 cards. It is the University’s intention to purchase/obtain these cards directly from the Contractor each year at the agreed upon price. Volume discounts for purchasing larger quantities of cards will be passed on to the University when available. Cards must not have any value pre-loaded on them. Proposer must explain the ability or inability to zero out used cards that are returned from the student population at the end of each school year. These cards will be returned to University (with zero value on them) for re-use. | M |  |  |  |  |
| 1. Contractor must be responsible for all maintenance and repair of Appliances and equipment needed to provide the services described in this RFP, at Contractor's expense. | M |  |  |  |  |
| 1. Contractor must provide a detailed preventive maintenance plan for all Contractor provided equipment. | M |  |  |  |  |
| 1. Appliances shall be debit/credit system or card access system capable, electric commercial grade and shall be brand new upon initial delivery. Appliances must carry the NSF Seal of Approval or its equivalent, and must meet all electrical UL, plumbing, and mechanical codes of the State of Oregon, County of Lane, and City of Eugene. All Appliances will be subject to University approval. Proposals must include a cut sheet or specification sheet for any Appliance or equipment that may be used at the University. | M |  |  |  |  |
| 1. Washers must be front load, energy efficient, unless specified otherwise, and must have at least 2 cycles; water temperature settings must be adjustable and include a cold wash only setting. Dryers must have a minimum of two temperature settings, including wash and wear and permanent press. The minimum capacity of all Appliances must be 12 pounds. | M |  |  |  |  |
| 1. Contractor must equip all Appliances with non-resettable item sale/use counters (meters) that are maintained in continual operative condition. Contractor will be responsible for maintenance and repair of the sale counters (meters), at Contractor’s expense. | M |  |  |  |  |
| 1. Contractor must provide University access cards, bypass keys or some other method that will allow University, for University staff use only, access and use of some Appliances located in Residence Halls and various Family Housing locations, at "NO CHARGE" to University. | M |  |  |  |  |
| 1. Contractor shall provide Appliances for University "staff use only" at no-cost to University. These Appliances are identified on Attachment C as (Staff Use Only) and will be located in secured areas accessible only to University staff. All staff use Appliances are operated as free use. University reserves the right to negotiate with Contractor for future additional Appliances as needs arise. These Appliances must be in like new condition and must be maintained on a regular basis by Contractor, at Contractor’s expense. | M |  |  |  |  |
| 1. Contractor shall provide professionally lettered signs on or near Appliances with instructions for use of Appliances. Signage must include who to call if an Appliance malfunctions or is inoperable and who to contact about refund information. Signs must contain the following statement: "CAUTION: DO NOT PACK CLOTHES INTO WASHERS." | M |  |  |  |  |
| 1. Contractor shall be responsible, at no charge to University, for removing any framework or tie downs prior to termination of contract. | M |  |  |  |  |
| 1. Contractor will be required to install an ADA compliant washing machine and an ADA compliant dryer at each of the sites set forth in Attachment C as needing ADA accommodations. In addition, as future needs arise, Contractor will work with University to pursue an optimal solution to help achieve ADA access whenever the need arises. | M |  |  |  |  |
| 1. Contractor must provide maintenance and repair service 24 hours per day, seven days per week, to minimize Appliance downtime should malfunctions be reported. When maintenance or emergency service is requested or needed, the Contractor must respond promptly, and in no case will response time be later than two (2) working days after notification. Appliances which cannot be returned to full service within 72 hours of notification of needed repair must be replaced with a comparable Appliance of like quality until the original Appliance is returned to service. Weekend maintenance and repair will be of emergency nature only. | M |  |  |  |  |
| 1. When Contractor reports to University to perform maintenance, Contractor will pick up a key or access card(s) to the location(s) in need of service from the University’s Housing Conference Services Department. Keys/access cards will be returned upon completion of service the same day. At its sole discretion, University reserves the right to issue key(s)/access card(s) to Contractor for an extended period of time. | M |  |  |  |  |
| 1. Contractor shall bear all responsibility for Contractor’s personnel and Appliances and related equipment required to provide services, including damage or loss of items washed or dried in Appliances, vandalism to Appliances, or similar damage. | M |  |  |  |  |
| 1. Contractors personnel must be uniformed and must carry and produce identification upon request by University personnel. | M |  |  |  |  |
| 1. Contractor must have a clear policy regarding refund procedures. Refunds will be handled by the Contractor directly with the student or individual initiating the claim. The University and Contractor shall mutually agree upon refund policies. | M |  |  |  |  |
| 1. The remittance of all collected monies from add-value stations and/or credit-debit payments must be made by the Contractor to University no later than the 15th day of each month following the date of collection. Said remittance must be accompanied by a statement denoting the gross proceeds collected from each individual Add-Value Station. | M |  |  |  |  |
| 1. If during the term of the contract, Contractor enters into a contract for the same goods or services with a third party on terms that are more advantageous, Contractor shall make the more advantageous terms available to University. | M |  |  |  |  |
| 1. If Contractor will be required to obtain goods or services from a subcontractor in order to fulfill the Contractor's requirements under this Contract, Contractor shall not subcontract without the express permission of the University, and shall advise the University of the specific goods or services which are not provided or supplied directly by Contractor. In addition, it shall be mandatory for the Contractor to act as the prime contractor for the purpose of this contract. The Contractor shall be considered the sole point of contact with regard to contractual stipulations, to include payment of any and all charges resulting from the purchase of subcontractor(s) services or goods necessary for fulfillment of this contract, and the Contractor shall be responsible for meeting all other requirements of the contract. | M |  |  |  |  |