

REQUEST FOR PROPOSALS (RFP)
#28553
AGENT OF RECORD FOR STUDENT HEALTH INSURANCE

**ATTENTION POTENTIAL
PROPOSERS!!**

IMPORTANT NOTICE

Responsibility of Each Vendor Participating in the Proposal Process

It will be the responsibility of each participating Proposer to refer daily to the OUS Business Opportunities website to check for any available amendments or addenda, responses to inquiries and/or questions, cancellations, or intents to award, and any and all additional information regarding this opportunity that is posted. It is not Portland State University's responsibility to notify participating Proposers by email or by any other means of any of the above. Copies of this document can be obtained on the web site. The web link is <http://www.ous.edu/about/bid> .

All proposal questions and inquiries must be sent by email to contract@pdx.edu. **The subject line of the email must state the following: RFP #28553, AGENT OF RECORD FOR STUDENT HEALTH INSURANCE, Questions and Inquiries.** Any questions and inquiries that are not so submitted and identified may not be responded to.

RFP Data

Commodity Title: Agent of Record for Student Health Insurance
Buyer: Portland State University (PSU)
Solicitation Officer: William C. Terry
Email: contract@pdx.edu
Date Issued: June 5, 2014

RFP Proposal Deadline for Receipt by PSU Purchasing & Contracting Office

Day/Date: **June 20, 2014**
Time: 3:00 p.m., Pacific Daylight Time (PDT)
Location/Address: P.O. Box 751 – FAST CAPS
(hand deliver proposals here) 1600 SW 4th Avenue, Suite 260
Portland, OR 97201

Mailing Address: Portland State University
P.O. Box 751 – FAST CAPS
Portland, OR 97207-0751

Overview

Portland State University (PSU) is requesting proposals (RFP) for qualified insurance agents/agencies to provide Agent of Record (AOR) for Insurance Services for the Center for Student Health and Counseling (SHAC). SHAC treats over 300 PSU students per day and these daily visits yield approximately 36,000 visits annually.

Contract Term

Following Contract signing, the initial Contract term will be from July 1, 2014 through June 30, 2017, with three additional one year terms upon the same terms and conditions set forth herein. Each term period of the contract will automatically renew unless otherwise terminated by PSU or Contractor upon 90 days prior written notice.

Financial Consideration and Payment of Premiums

Contractor will be entitled to payments as follows:

In exchange for the AOR services, AOR shall be entitled to retain an agreed upon percentage of student health insurance premiums which are payable to PSU's student health insurance carrier. Those premiums will be paid in either monthly or quarterly installments by delivery to AOR. Upon

receipt of the insurance premiums, AOR will deduct and retain from the insurance premiums, the agreed upon percentage of premiums for its services. AOR will thereafter timely transmit the balance of the premiums to the carrier, in the manner required by PSU's student health insurance policies. AOR will coordinate with the carrier to assure this longstanding arrangement remains satisfactory with the selected insurance carrier(s), including maintaining records satisfactory to PSU and the carrier(s) concerning premiums paid, and percentages of premiums retained by AOR. In the event a substitute arrangement is required to accommodate the reasonable requirements of the insurance carrier(s), AOR and PSU agree to modify the terms of the contract accordingly. In addition, and at PSU's sole discretion, AOR shall post a sufficient fidelity bond or other surety, to guarantee faithful performance of AOR services required herein

Cooperative Purchasing

All Oregon University System (OUS) institutions may utilize any contract that is awarded pursuant to this Request for Proposal. The OUS institutions shall be individually responsible for their obligations to the contractor who is awarded the contract, pursuant to a separate contract between such institution and the contractor. Likewise, the contractor shall be responsible for its obligations to the OUS institution pursuant to such contract.

PSU promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.

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SCHEDULE OF EVENTS

These dates are for reference only; we may change these dates at our discretion. We will notify you if any schedule dates change.

Issue RFP to potential proposers	June 5, 2014
Deadline for proposer inquiries, request for changes or protest of specifications	June 10, 2014
Deadline for PSU to respond to proposal inquiries and/or protest of RFP specifications and/or contract terms and conditions	June 13, 2014
Proposals due*	June 20, 2014
Oral presentation, if requested by PSU	To Be Determined
Evaluation period, ending	June 27, 2014
Anticipated notice of intent to award	June 30, 2014
Deadline to protest award	Seven (7) calendar days after date of intent to award
Anticipated date of contract execution (no later than)	July 18, 2014

*** Proposals must be received by the PSU Contracting and Procurement Services Office no later than 3:00 p.m. PDT (Pacific Daylight Time) on this date.**

BACKGROUND

Established in 1946, Portland State University (PSU) is part of the public Oregon University System (OUS). It serves the state though its influence predominates in the six- county Portland metropolitan area, the region from which 80 percent of its enrollment originates.

PSU's SHAC is an outpatient facility that provides routine and urgent primary health care, mental health care and dental services to eligible students. To be eligible to use SHAC services, students must maintain five (5) credit hours per term (except during summer term). Students taking five (5) or more credit hours per term pay a Student Health Fee. This fee is used to support SHAC operations.

Students taking five (5) or more credit hours per term are also assessed a premium for a Student Health Insurance Plan. This plan provides the student with major medical health insurance valid for each term of enrollment (Fall, Winter, Spring/Summer). This plan can be waived through an application process. Students who wish to waive the PSU Student Health Insurance Plan must have comparable health insurance coverage. Approved waivers are valid for one academic year.

The Student Health Fee and Student Health Insurance Plan premium are approved by the Portland State University Board of Trustees on an annual basis.

SHAC provides urgent and primary care health services to PSU students including women's health care, minor surgeries, diagnostic work such as labs and x-rays, screenings such as that for Sexually Transmitted Infections (STIs), dispensary services, nutrition counseling, immunizations, acupuncture, and more. Counseling Services provides individual and group counseling, assessment and evaluation for learning disabilities and ADHD, psychiatric medication management, and career and vocational counseling. Dental Services provides routine exams and cleanings, fillings, extractions, root canals and oral surgery, crowns, and more. SHAC also engages in health education on topics such as sexual health, tobacco cessation, life skills, health assessment, academic skills, and more. To review SHAC services, visit www.pdx.edu/shac.

The 2013-2014 PSU Student Health Insurance Plan brochure is enclosed for your information about current health insurance plans for this academic year.

SECTION 1: INSTRUCTIONS TO PROPOSERS

All Proposals submitted in response to this RFP are subject to the provisions and requirements of the applicable Oregon Revised Statutes (ORS), the applicable Attorney General's Model Public Contract Rules and the Administrative Rules of the Oregon University System.

1. **Right to Reject:** PSU reserves the right to cancel or reject this procurement, RFP, and any or all Proposals received as a result of this RFP upon finding that it is in the public interest to do so.
2. **Preparation Costs:** PSU shall not be liable for any costs incurred by proposers in the preparation of proposals to this RFP, including any meetings and demonstrations that may be required or requested.
3. **Questions or Requests For Clarification/Change:** All requests for changes or clarifications regarding technical information, procedural requirements, contractual requirements or other issues must be submitted, in writing, and received no later than the date and time listed in the Schedule of Events to the name and address listed on the cover page of this RFP. Proposers must note that PSU is not allowed to consider exceptions to the specifications or terms and conditions after the deadline to do so has passed. If you have an exception or a concern with anything in this RFP, you must raise that issue, in writing, which must be received by the deadline date for Requests for Changes, listed in the Schedule of Events.

PSU reserves the right to reject proposals from proposers that raise any objections to the terms and conditions of this RFP after the deadline date for requests for changes. Proposers proposed agreements, including proposed supplemental terms and conditions may be considered by PSU in its sole discretion, pursuant to paragraphs 7, and 18 below. PSU will consider all protests and requested changes and, if reasonable and appropriate, amend this RFP.

Envelopes or emails or faxes containing requests for change, protest of RFP requirements or contract provisions shall be marked as follows:

- RFP Specification (or Contract Provisions) being questioned;
- Request for Change (or Protest);
- RFP Document Number; and,
- Date Submitted.

Instructions for emailed responses are provided on page one of this document.

4. **Submittal Location:** Requests for RFP specification or contract provision change, protest or clarification must be submitted to the following email address: contract@pdx.edu or by mail or hand delivery to the solicitation officer identified in this document. Any such requests sent to anyone but this person will not be considered. Such requests may be submitted via facsimile or email, or first class mail, provided the method of transmission provides for a return receipt to sender.

5. **Change or Modification Addenda(s):** Any change or clarification to the specifications or the procurement process or to the terms and conditions of the contract will be issued in the form of an Addendum to this RFP and will be made available to all proposers. Only documents issued as addenda by the PSU Office of Contracting and Procurement Services will serve to change this RFP in any way. No other direction received by the proposer, written or oral serves to change this RFP document.

Proposers are not required to return addenda with their RFP proposal. However, proposers are responsible for making themselves aware of and obtaining and incorporating any changes made in any addenda issued into their final proposal. Failure to do so may cause the proposer's proposal to be rejected.

6. **Proposal Preparation and Submission:** Proposals to the RFP shall be of sufficient length and detail to demonstrate that the proposer has a thorough understanding of the PSU environment. AOR will be responsible for solicitation of the best value insurance for PSU student health services as identified in Section 2, Scope of Work and Specifications, within this RFP.

Proposers shall submit **ONE (1) ORIGINAL** of all proposal pages and **six (6) photocopies** of the same pages which shall be transmitted in a manner so that it is received by the PSU Purchasing and Contracting Office by the RFP Proposals Due date to the location listed on the cover page of this RFP. The original proposal shall be marked "**ORIGINAL**".

PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE.

6. Proposals shall be prepared in printed form, not handwritten, and shall be signed in ink by an authorized representative of the Proposer. The person signing the RFP shall initial alterations or erasures in ink. **The original proposal submitted by a proposer must bear an original signature. Failure to submit a proposal bearing an original signature will result in rejection of the proposal.** No oral, telegraphic, telephone, e-mail or facsimile proposals will be accepted. Proposals, including pricing, must not be submitted in three ring binders and it is recommended that proposals be printed on at least 30% recycled paper.

Proposals must be submitted in a sealed package(s) or envelope(s). To ensure proper identification and handling, all package(s) or envelope(s) must be clearly marked with the RFP Number and the date and time RFP proposals are due. Pricing information must be submitted at the same time in a separate sealed package, and must be clearly marked "Pricing Proposal". Pricing information must not be included with the rest of the proposal.

Proposals and pricing information must be received and time-stamped by the PSU Office of Contracting and Procurement Services (unless otherwise specified) prior to the scheduled RFP Proposals due date and time listed in the Schedule of Events of this RFP.

Late Proposals or modifications will be rejected.

Proposers should note that PSU has an internal campus mail system which is used to distribute all U.S. mail sent to PSU. This internal mail system sometimes experiences delays in distributing mail to campus departments and, upon rare occasion, loses mail intended for campus departments. Thus, proposers using the U.S. mail to submit their proposals do so at their own risk.

Proposers must complete all applicable information and provide all information requested in the RFP. Failure to comply may be grounds for proposal rejection.

Proposer shall also name its contract administrator, by stating the name, title and phone number of the person who is assigned the responsibility of answering questions and resolving problems for proposer.

7. **Proposer Agreements:** Proposers may submit proposed agreements of any form (contracts or documents) that contain supplemental terms and conditions that the proposer desires to be included as part of the contract. By accepting delivery of these items, PSU is not bound to accept them as part an ensuing contract. PSU may negotiate such supplemental terms and conditions that are not already covered by the Standard Contract Terms and Conditions detailed in this RFP. If the parties do not agree on the inclusion of the supplemental terms and conditions, PSU may: 1) enter into a contract with the apparent successful proposer without the agreements submitted by the proposer; or (2) the submission will be considered non-responsive and PSU may enter into a contract with another responsive proposer. PSU will not consider any terms and conditions that are not submitted with the proposal.
8. **Public Records:** This RFP and one copy of each original proposal received in proposal to it, together with copies of all documents pertaining to the Award of a Contract, shall be kept by PSU and shall be open to public inspection. If a proposal contains any information that is considered a trade secret by the proposer under ORS 192.501(2), each sheet of such information must be clearly marked with the following:

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

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

Pricing information cannot be labeled a trade secret and must be open to public inspection. Proposers are requested to mark only specific pages or text in their proposal considered a "trade secret" under Public Records Law. Proposals in which the entire document is marked or otherwise identified in its entirety as confidential or a "trade secret" will be rejected.

9. **Information Submitted:** Proposers are cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories, and that PSU is under no obligation to solicit such information if it is not included within the proposal. Failure by the proposer to submit such information may cause an adverse impact on the evaluation of the proposal, including rejection of the proposal as non-responsive.
10. **Evaluation Criteria:** Any contract(s) resulting from this RFP will be awarded based upon the evaluation criteria and methodology given in this RFP and in accordance with the Oregon University System, PSU, and State of Oregon administrative purchasing rules and laws.
11. **The Evaluation Process:** All proposals received by the due time and date will be reviewed by a Selection Committee. Proposals which are not received by the deadline will not be reviewed by the Selection Committee. This committee will determine the extent to which the proposals conform to the specifications set forth herein and will be evaluated according to criteria identified in this RFP. The following process will be used:
 - a. Proposals will be evaluated for completeness and compliance with the requirements of this RFP. PSU reserves the right to reject those proposals that are incomplete. PSU also reserves the right to waive what are, in PSU's judgment, minor informalities or discrepancies. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual and technical requirements of the RFP. If the proposal is unclear, proposers may be asked to provide written clarification if it is in the best interest of PSU to do so. PSU reserves the right to reject those proposals that do not meet all requirements.
 - b. The selection of "finalist" proposer(s) will be determined by the evaluation committee independently scoring the proposals and then combining the scores and pricing information to determine the overall proposal score.
 - c. Proposers may be invited to make a presentation in support of the proposal. Such presentations will be made to the evaluation committee. If held, the presentations will be scheduled.
 - d. The findings of the evaluation team will be summarized and the summary and award recommendation(s) will be forwarded to the PSU Purchasing and Contracting Department.
 - e. The PSU Office of Contracting and Procurement Services will review the recommendation and approve or reject the Selection Committee's selection.
12. **Investigation of References:** PSU reserve the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful

payment of suppliers, sub-contractors, and workers. PSU may postpone the award or execution of the contract before or after Notice of Intent to Award to complete its investigation. PSU reserves the right to reject any proposal or to reject all proposals at any time prior to PSU's execution of a contract in the event proposer's reference checks prove unsatisfactory.

13. **Consideration of Past Performance:** PSU reserves the right to consider past performance, historical information and fact, whether gained from the proposer's proposal, question and answer conference, references, or any other source in the evaluation process.
14. **Reservation of Rights:** PSU has and reserves the right to refuse to enter into a contract if PSU, based upon reasonable grounds, determines that the interests of PSU would not be served. Specifically, this right may be exercised if PSU does not believe that a given proposer can perform a contract, or for any reason set forth in Oregon Administrative Rules. PSU, at its option, may give the proposer notice, specifying the grounds for rejection, and allow the proposer 15 calendar days to respond in writing.

Following such response, PSU, in its sole discretion may reject the proposal as provided in the referenced administrative rules.

15. **Post-Selection Review & Finalists:** Unless this RFP is canceled, after PSU opens all timely-received Proposals, PSU will evaluate all proposals in accordance with the evaluation criteria set forth in this RFP. PSU may rank the proposals to determine the "finalist" proposers. Finalists will be those highest-ranked responsive, responsible proposers after evaluation of the proposals according to the evaluation and selection criteria in the RFP, and applicable statutes and administrative rules. At its sole discretion, PSU may invite finalist proposer(s) to visit PSU in person for a presentation.

PSU reserves the right to select the proposal based on the evaluation criteria and scores identified in the RFP. In the event that finalist proposals do vary significantly, PSU reserves the right to conduct discussions with the finalist proposer(s), to accept best and final offers from those finalist(s), and to negotiate changes as provided for herein.

After receiving the evaluation summary PSU Contracting and Procurement Services will name one apparent successful proposer and announce PSU's Intent to Award to that proposer. Identification of the "apparent successful proposer" is procedural only and creates no right in the named proposer to award of the contract. All competing proposers shall be notified in writing of PSU's Intent to Award and the identity of the apparent successful proposer and shall be given seven (7) calendar days to review the RFP file and evaluation report in the Contracting and Procurement Services office. Any questions or concerns about, or protests of, the evaluation process must be in writing and must be delivered to and received by the PSU Contracting and Procurement Services office within seven (7) calendar days after the date of the letter of Intent to Award identifying the apparent successful proposer.

Within a reasonable time following the end of this seven (7) day protest period, PSU will consider all protests received, if any, and:

- a. reject all protests and proceed with final evaluation of the apparent successful proposer and, pending the satisfactory outcome of this final evaluation, enter into a contract with the apparent successful; OR
 - b. sustain a meritorious protest(s) and reject the apparent successful proposer as non-responsive, if such proposer is unable to demonstrate that its proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, PSU may name a new apparent successful proposer ,OR
 - c. negotiate with proposer(s) as provided in OAR 580-061-0155; OR
 - d. reject all proposals and cancel the procurement;
16. **Negotiation of Final Contract:** PSU finds that limited negotiation of the proposed contract is sometimes required to effect a successful procurement because of their experience that proposers desire to include in the final contract certain supplemental terms and conditions from the proposers' software license agreements, maintenance contracts, technical support agreements and other similar documents.
17. **Negotiable Terms and Conditions:** At such time as the disposition of any protests has been completed, PSU reserves the right to negotiate specific terms of the contract including, but not limited to: indemnification, confidentiality, intellectual property ownership and license provisions, and limitation of liability provisions, with the successful proposer(s) prior to contract execution. Proposers should note that any such negotiation shall be minimal, and should be expedited and completed by the anticipated Contract Execution Date listed in the Schedule of Events. Failure of the selected proposer to execute a contract by the Contract Execution Date may result in cancellation of the award. This time period may be extended at the sole discretion of PSU. Any proposer that desires to have terms and conditions negotiated must submit the terms and conditions that are to be considered for negotiation at the time of submission of the proposal. Any terms and conditions that are not submitted with the proposal will not be considered.
18. **Supplemental Terms and Conditions:** While PSU will not consider proposers' supplemental terms and conditions that materially conflict with the provisions of this RFP, at PSU's sole discretion, PSU may choose to consider and negotiate the inclusion of terms and conditions contained in such proposer agreements and contracts or documents reasonably related to this RFP as supplemental to PSU's Standard Contract Terms and Conditions contained in this RFP. PSU will not consider any supplemental terms and conditions that have not been submitted with

the proposal. Any respondent that desires to have terms and conditions negotiated must submit the terms and conditions that are to be considered for negotiation at the time of submission of the proposal.

SECTION 2: SCOPE OF WORK AND SPECIFICATIONS

This section describes at a minimum what we expect of the selected Proposer / Contractor under an awarded Contract.

1. **Prerequisites.** Evaluation points will be awarded based on the extent to which the requirements identified in this Prerequisites section, and all other criteria identified in this RFP have been satisfied:
 - a) Demonstrates a minimum of five (5) years of successful experience in the college/university student health insurance market.
 - b) Demonstrates a minimum of five (5) years of successful experience in the group health insurance market.
 - c) Demonstrates a minimum of three (3) years of experience working with third- party administrators.
 - d) Possesses and maintains a current insurance agent license to sell insurance in the State of Oregon.
 - e) Appoints a PSU specific account representative to be available by phone or email Monday through Friday, 8:00 A.M. through 5:00 P.M. local time, excluding federal holidays.
2. **Marketing & Communication.** The AOR will provide written or digital communication to eligible PSU students as requested by SHAC. The AOR will also provide marketing materials specific to their services for distribution by SHAC. PSU will require that the AOR or the insurance carrier pay the costs of any written or digital communication originating from the AOR or the insurance carrier.
3. **Student Health Insurance Market.** The AOR will be very knowledgeable about the college and university student health insurance market, and will provide unbiased information and expertise regarding, but not limited to, current trends, plans, insurance companies, third-party processors, state insurance requirements, etc.
The AOR must be knowledgeable about international student health insurance with familiarity of federal, state and/or local requirements regarding insurance minimum requirements of international students and scholars.
4. **Bidding Student Health Insurance Coverage.** It is anticipated that, at least every two to three years, the AOR working in conjunction with PSU's Contracting and Procurement Services, will assist SHAC in preparing specifications, materials, and background data necessary to publicly solicit bids from insurance carriers. Bid solicitations should require that the selected insurance carrier have a Best rating of A- or better. Bids from at least two carriers must be presented to SHAC's selection committee. The AOR will evaluate the bid proposals to verify

the accuracy of all policies and endorsements. The AOR will bring any deviation from specification or standard practice to the attention of the selection committee and will determine any required corrective action. SHAC is always able to select the most favorable insurance plan, whether from a formal solicitation, a renewal offer, or a direct offer.

5. **On-going Liaison and Support.** The AOR will be SHAC's primary liaison between the selected insurance carrier, its subcontractors, and PSU. Any questions from SHAC, a PSU Student, or a health care provider regarding coverage, reimbursements, payments, etc. are to be answered or coordinated by the AOR. This includes evaluation of the carrier and its subcontractors in their performance of PSU's student health insurance.
6. **Claims Support.** The AOR is the primary point of contact for claims support.
7. **Assistance for Claims.** The AOR will assist in the equitable and prompt payment of all insured claims against the student health insurance company, either directly or through a claims agent.
8. **Security and Confidentiality.** Maintain the highest level security standards for the receipt and transmission of protected health information.
9. **Administrative Support.** The AOR will provide other assistance as described below.
10. **Registration Attendance.** The AOR will assist SHAC during Fall, Winter, and Spring and Summer registration periods to accurately disseminate term appropriate information regarding the Student Health Insurance Plan.
11. **Brochure Design and Printing.** The AOR will assist in the design and printing of the annual insurance brochure. Brochures must be finalized, printed, and received by SHAC sixty (60) days prior to the start date of the policy year. PSU will require that the insurance carrier pay the costs of designing and printing the brochures.
12. **Waiver Application Site Design and Site Management.** The AOR will also assist in the design and management of the on-line health insurance waiver application form and portal. PSU requires that technical support be available for 24 hours on the day of each waiver opening date and deadline date (four per policy year).
13. **Waiver Auditing.** Provide PSU with assistance in waiver auditing. The AOR will randomly audit 10% of waiver applicants each term. Audit results will be communicated to SHAC's Student Insurance Coordinator.
14. **AOR Account Representative.** The AOR will designate 1-2, or more, AOR employees clearly authorized by the AOR to be responsible for the AOR's work under the final contract. The AOR must provide PSU with the name(s), mailing addresses, email addresses, and telephone numbers of such person(s) and must

keep this information current at all times. At least one of the AOR account representatives assigned to PSU must be available by phone or email Monday through Friday, 8:00 A.M. through 5:00 P.M., local time, excluding federal holidays. The PSU contact person is the SHAC Student Health Insurance Coordinator.

15. **Cost of Proposed Agent of Record Services.** Your proposal must specify the fee(s) you propose and cannot deviate from those proposed fees during the contract period.
16. **Presentations.** Contractor, at the direction of PSU, will provide on-going presentations to PSU staff and students, will consult with SHAC Advisory Board, and will participate in new student orientations.
17. **Level of Performance.** The AOR will perform all of the services specified in this RFP or finalized in a contract in the most professional manner and in accordance with the highest industry standards, including maintaining the highest standards of courtesy and appropriate and polite conduct and demeanor for its employees, representatives, and agents ("Contractor personnel"). The AOR must conduct its operations in an orderly and appropriate manner so as to be pleasing to PSU personnel, students, and insurance industry companies and personnel. Unless the means or methods of performing a task is specified elsewhere in this document, the AOR must employ methods that are generally accepted and used by the student health insurance industry. We reserve the right to approve AOR personnel and, if we deem necessary, to require the removal of anyone who, in our judgment, fails to meet the standards of appropriate conduct.
18. **PSU's Responsibilities.** PSU will attempt to provide and maintain the following facilities, equipment, and services for use by the AOR: A desk and phone in the SHAC office.
19. **Sale of Company by Contractor.** (SEE SECTION 5, PSU STANDARD CONTRACT TERMS & CONDITIONS, 5. ASSIGNMENT/SUBCONTRACT – PLEASE NOTE: NON-NEGOTIABLE TERM).
20. **Sub-Contracting.** (SEE SECTION 5, PSU STANDARD CONTRACT TERMS & CONDITIONS, 5. ASSIGNMENT/SUBCONTRACT – PLEASE NOTE: NON-NEGOTIABLE TERM)
21. **Contract.** The successful Proposer will be expected to execute a contract with PSU within approximately fifteen (15) days following notification of final selection. Once Contractor selection has been made, PSU reserves the right to negotiate final terms and conditions. The Contract document will incorporate by reference the specifications of this RFP, the accepted portions of the Proposer's Proposal, and PSU's "Standard Contract Terms and Conditions."

SECTION 3: EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated in accordance with the following criteria. Responses should be of sufficient length and detail to demonstrate that the proposer has a thorough understanding of the PSU environment and why the proposer feels it best meets PSU needs in no more than 500 words.

MANDATORY REQUIREMENTS: Proposers must submit Proposals that are a complete offer and are fully responsive to the terms of the RFP. Proposals must include all information required for review and evaluation consideration leading to award. Failure to do so may be deemed sufficient cause for rejection of the Proposal. Points for each category will be awarded by the Selection Committee at their discretion. Each proposal can receive from 0 to the maximum number of points indicated for that category.

1. **Proposal Summary.** (Maximum of 50 points). Provide a summary of your Proposal. Include a brief history of your agency, a short biography of all persons servicing PSU, and a description of the services your agency proposes to provide, including the approach your agency will take to solicit bids.

The proposal summary must include the following:

- a) Demonstrate a minimum of five (5) years of successful experience in the college/university student health insurance market.
 - b) Demonstrate a minimum of five (5) years of successful experience in the group health insurance market.
 - c) Demonstrate a minimum of three (3) years of experience working with third- party administrators. Provide 2-3 references from third party administrators.
 - d) Possess and maintain a current insurance agent license to sell insurance in the State of Oregon.
 - e) Explain your security standards for the collection, dissemination, and storage of protected health information.
2. **Agency Profile.** (Maximum of 10 points). Explain how you meet or exceed the requirements identified in Section 2: Scope of Work and Specifications. Provide a brief history of your company, especially as it relates to the Portland market for student health insurance services. Include financial data to show your financial stability. Indicate the number of employees, volume and type of business accounts, range of clients, years in business, home office location, and location of servicing office, other office locations, computer and other systems capabilities. To have the minimum qualifications to be considered for award of this Contract, your agency must show a minimum of five (5) years' successful business experience performing insurance services comparable to those sought under this RFP.

3. **Personnel Profile.** (Maximum of 25 points). Explain how you meet or exceed the requirements identified in Section 2: Scope of Work and Specifications. Provide a detailed profile about the person(s) proposed to perform the AOR services, including education, work history, student health insurance experience, and professional qualifications and licenses.
4. **Similar Experience.** (Maximum of 25 points). Explain what current or prior student health insurance experiences are similar to the specifications of this RFP. For instance, have you provided student health insurance to a college or university with an opt-out program. Explain the answers to these questions and indicate any other relevant experience that could relate to our needs.
5. **References.** (Maximum of 15 points). List two or three current (or within the past five (5) years) higher education clients that we could contact as your reference regarding your student health insurance services. Include names of contacts, addresses, phone numbers, and dates of service. We reserve the right to use any information or reference we may discover, including our own experience, in evaluating any Proposal.
6. **Services to be Performed.** (Maximum of 25 points). Explain your ability to provide the AOR services we have described in this RFP. In what ways can you exceed the minimum level of service? What additional services or changes would you propose? Describe your methods to solicit bids for student health insurance. Explain your experience in soliciting health insurance bids and what results you have achieved for your clients.
7. **Management Reports.** (Maximum of 10 points). Describe the types of student health insurance reports which your agency could arrange and submit to SHAC on a quarterly basis. Provide samples of any reports with your proposal.
8. **Pricing Plan.** (Maximum of 30 points). In addition to the information regarding your agency's services and experience, state your proposed management fees.
9. **Security Standards.** (Maximum of 20 points). Explain your security standards for the collection, dissemination, and storage of protected health information.
10. **Certification As An MWESB Business.** (Maximum of 10 points) If your business meets the eligibility requirements and is certified as an MWESB (Minority, Woman, Emerging Small Business) by the State of Oregon, Department of Consumer and Business Services, your firm shall receive ten (10) additional points during the evaluation process of this RFP. To receive this credit, you must include your firm's certification number as well as a copy of your certificate, which must be current. If your Emerging Small Business certification is scheduled to expire during the term of the ensuing contract, your firm must be successful in recertifying your status through the State of Oregon. Failure to recertify, or revocation of your certificate, may be considered a breach of contract.

11. **Finalist Interviews.** If selected for a finalist interview, Proposers may receive up to 30 points for this optional portion of the evaluation process.
12. **Method of Award.** The Contract will be awarded to the Proposer whose Proposal receives the highest awarded points based on Proposal content and lowest cost. PSU will submit Proposals to a Selection Committee, consisting of SHAC, the Student Health Advisory Board, and other PSU staff/faculty members of the Student Health Service. For the cost section, the Proposal with the lowest total cost will receive the full points; others will receive points in inverse proportion to the low bid.

Summary of Evaluation Criteria

Maximum Points

Award Criteria:

Proposal Summary.....	50 Points
Agency Profile.....	10 Points
Personnel Profile.....	25 Points
Similar Experience.....	25 Points
References.....	15 Points
Services to be performed.....	25 Points
Management Reports.....	10 Points
Pricing Plan.....	30 Points
Security Standards.....	20 Points
Certification as an MWESB Business.....	10 Points
Sub Total.....	220 Points
Finalist Interviews.....	30 Points
Total.....	250 Points

SECTION 4: PROPOSER CERTIFICATION

EACH PROPOSER MUST READ AND COMPLY WITH THE FOLLOWING SECTIONS. FAILURE TO DO SO MAY RESULT IN PROPOSAL REJECTION.

SUBSECTION I: CERTIFICATION OF COMPLIANCE WITH TAX LAWS

I, the undersigned duly authorized representative of the proposer; hereby certify that the proposer is not, to the best of my knowledge, in violation of any tax law

For purposes of this certification, "Oregon Tax laws" are those tax laws listed in ORS 305.380(4), namely a state tax imposed by ORS 401.792 to 401.816 and 320.005 to 320.150 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620. [1987 c.843 §6; 1997 c.99 §35; 1997 c.170 §16; 2005 c.94 §21]

SUBSECTION II: FINANCIAL RESPONSIBILITY

PSU reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the apparent successful proposer's financial responsibility to perform the contract. Submission of a signed proposal shall constitute approval for PSU to obtain any credit report information PSU deems necessary to conduct the evaluation. PSU shall notify the apparent successful proposer(s), in writing, of any other documentation required, which may include, but need not be limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information, etc. Failure to promptly provide this information may result in proposal rejection.

PSU may postpone the award or execution of the contract after announcement of the apparent successful Proposer(s) in order to complete its investigation and evaluation. Failure of an apparent successful proposer to demonstrate financial responsibility, as required under OAR 580-040-0275 shall render the proposer non-responsible and shall constitute grounds for proposal rejection, as required under OAR 580-040-0275.

The undersigned agrees and certifies that he/she:

1. Has read and understands all bid (proposal) instructions, specifications, and terms and conditions contained herein (including any attachments listed in this document);
2. Is an authorized representative of the proposer, that the information provided in this proposal is true and accurate, and that providing incorrect or incomplete information

may be cause for proposal rejection or contract termination;

3. Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein;
4. Will furnish the designated item (s) and/or service(s) in accordance with the RFP, proposal and the agreement; and
5. Proposer will provide/furnish federal tax ID, federal employee identification number or social security number with proposal submission.

SUBSECTION III: SIGNATURE BLOCK

Signature of Proposer's duly authorized representative for (Contractor)

Printed Name and Title: _____

Date: _____

Tax ID / Federal Employer Identification Number (FEIN): _____

An authorized representative of the Proposer must sign this Proposal as well as initial any alterations or erasures in ink.

SECTION 5: PSU STANDARD CONTRACT TERMS & CONDITIONS

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

1. DEFINITIONS:

“Agreement” or “Contract” means the entire written agreement between the parties, including but not limited to any Work Order and any subsequent change notices. “Contractor” means a person or organization with whom PSU has contracted for the purchase of goods or services. The terms “Contractor” and “Seller” as used in the Uniform Commercial Code (ORS Chapter 72) are synonymous. “ORS” means Oregon Revised Statutes. “PSU” means the State of Oregon acting by and through the State Board of Higher Education on behalf of Portland State University, making the purchase and is synonymous with “Buyer” as used in ORS Chapter 12. “PSU” also means another Oregon Public agency if the purchase is being made under a cooperative purchasing program as authorized by ORS 190.240.

2. ACCESS TO RECORDS:

Contractor shall maintain all records pertinent to this agreement in such a manner as to clearly document contractor’s performance. Contractor acknowledges and agrees that PSU, the Oregon Secretary of State’s Office, federal government, and their duly authorized representatives shall have access to such fiscal records and other books, documents, paper, plans and writings of Contractor that are pertinent to this Agreement to perform examination and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such records for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or relating to this agreement, whichever date is later.

3. AMENDMENTS:

The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without the prior written approval of PSU and the Oregon Department of Justice, if applicable law so requires.

4. APPROVALS:

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

5. ASSIGNMENT/SUBCONTRACT:

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of PSU. No such written approval shall relieve contractor of any obligations of this agreement, and any transferee or subcontractor shall be considered the agent

of contractor. Contractor shall remain liable as between the original parties to the agreement as if no such assignment had occurred.

6. BREACH OF AGREEMENT:

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

7. CAPTIONS:

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

8. CASH DISCOUNT:

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

9. COMPLIANCE WITH APPLICABLE LAW:

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

10. CONFIDENTIAL INFORMATION:

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

person, and that upon termination of this contract, or at PSU's request, Contractor will turn over to PSU all documents, papers and other material in contractor's possession which contain confidential information.

11. CONFLICT OF INTEREST:

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

12. CONSIDERATION:

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

13. DEFAULT:

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

14. DELIVERY:

All deliveries shall be F.O.B. destinations with all transportation and handling charges being paid by contractor. Responsibility and liability for loss or damage shall remain with contractor until final inspection and acceptance, when responsibility shall pass to PSU except as to latent defects, fraud and contractor's warranty obligations.

15. ECONOMIC OPPORTUNITIES:

Contractor shall, when applicable, have made good faith efforts to subcontract or

establish joint ventures with or obtain materials to be used in performing the agreement from minority, women, or emerging small business enterprises.

16. FORCE MAJEURE:

Neither party to this agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. PSU may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the agreement. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under this agreement.

17. FOREIGN CONTRACTOR:

If contractor is not domiciled in or registered to do business in the State of Oregon, contractor shall promptly provide to the Oregon Department of Revenue and the Oregon Secretary of State Corporation Division all information required relative to this agreement. Contractor shall demonstrate its legal capacity to perform under this agreement in the State of Oregon prior to entering into this agreement.

18. GOVERNING LAW:

This agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "claim") between PSU and contractor that arises out from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

19. HOLD HARMLESS & INDEMNITY:

- a. **General Indemnity.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this Agreement, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the State of Oregon, the Oregon University System, the State Board of Higher Education, PSU, and their officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities or omissions of Contractor or its officers, employees, subcontractors, or agents acting under this Agreement.

- b. **Control and Defense of Claim and Settlement.** Contractor shall have control of the defense of the claim, but neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of

Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. PSU shall reasonably cooperate in good faith, at Contractor's reasonable expense, in the defense of a covered claim and Contractor shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by the Contractor. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, the State of Oregon, PSU, its officers, employees or agents. PSU may elect to assume its own defense with an attorney of its own choice and its own expense at any time PSU determines important governmental interests are at stake. PSU agrees to promptly provide Contractor with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Contractor may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of PSU, which consent shall not be unreasonably withheld, conditioned or delayed.

20. HOURS OF WORK:

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

21. INDEPENDENT CONTRACTOR:

The services to be rendered under this agreement are those of an independent contractor. Contractor is not to be considered an agent or employee of PSU for any purpose and neither contractor nor any of contractor's agents or employees is entitled to any of the benefits that PSU provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this agreement. This agreement is not intended and nothing contained herein shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between PSU and contractor, but is rather an agreement between independent parties, these being PSU and the contractor.

22. INSURANCE:

Contractor shall secure at its own expense and keep in effect during the term of this agreement either comprehensive general liability insurance with broad form CGL endorsement or commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and auto liability insurance with a minimum limit of \$1,000,000 per occurrence. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon acting by and through the Oregon State Board of Higher Education on behalf of Portland State University, and their officers and employees, shall be included as additional insureds in said insurance policy(ies). If any of the liability insurance is arranged on a "claims made"

basis, tail coverage will be required at the completion of this agreement for duration of twenty-four (24) months.

23. INSURANCE CERTIFICATION:

Before Contractor commences work under this agreement, contractor must furnish to the designated PSU Contracts Officer certificate(s) of insurance as evidence of the insurance coverage required by this Agreement, including workers' compensation. The certificate(s) shall provide that the insurance company will give a 30-day written notice to PSU's Contracts Officer before the insurance is canceled or materially changed.

24. Ownership of Work Product:

All work product of Contractor that results from this Contract (the Work Product) is the exclusive property of PSU. PSU and Contractor intend that such Work Product be deemed "work made for hire" of which institution shall be deemed the author. If for any reason the work product is not deemed "work made for hire", contractor hereby irrevocably assigns to University all its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as PSU may reasonably request in order to fully vest such rights in PSU. Contractor forever waives any and all rights relating to the work product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

25. NO THIRD PARTY BENEFICIARIES:

PSU and contractor are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the agreement.

26. NONDISCRIMINATION:

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

27. NOTICES AND REPRESENTATIVES:

All notices, certificates, or other communications rendered shall be sufficiently given when delivered or mailed postage prepaid to the representatives of the parties at their designated places of business as follows: a) to PSU at its Purchasing and Contracting Office, as set forth on Page 1 of the solicitation document, and b) to Contractor as set forth on the Bid or Proposal Statement. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when satisfactory receipt of the transmission is generated by the transmitting

machine. To be effective against PSU, such facsimile transmission must be confirmed by telephone notice to PSU's contracting representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

28. PAYMENT:

Payment for completion of PSU contracts are normally made within 30 days following the date the entire order is delivered or the date the accurate and complete invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to two-thirds of one percent per month (8% per annum) on the outstanding balance per (ORS 293.462).

29. PAYMENTS REQUIRED:

For all goods and services provided under this agreement, contractor shall: (a) pay promptly, as due, all persons supplying labor or material; (b) pay all contributions or amounts due the industrial accident insurance provider from the contractor or any subcontractors; (c) not permit any lien or claim to be filed or prosecuted against PSU therefore; and (d) pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

30. PSU PAYMENT OF CONTRACTOR CLAIMS:

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

31. RECYCLED PRODUCTS:

As required by ORS 279.555(2), contractor shall use recyclable products to the maximum extent economically feasible in the performance of this agreement work set forth in this document.

32. RETIREMENT SYSTEM STATUS:

Contractor is not a contributing member of the Oregon Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this contract. Contractor will not be eligible for any benefits from these contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

33. SAFETY AND HEALTH REQUIREMENTS:

Equipment and services supplied shall comply with all federal Occupational Safety

and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Department.

34. SEVERABILITY:

If any provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

35. SUCCESSORS IN INTEREST:

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

36. TAX COMPLIANCE CERTIFICATION:

Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of the contractor's knowledge the contractor is not in violation of any of the tax laws described in ORS 305.380(4).

37. TAXES – FEDERAL, STATE & LOCAL:

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

38. TERMINATION:

a. This agreement may be terminated for convenience at any time by mutual consent of both parties, or by either party upon one hundred twenty (120) days notice in writing and delivered by certified mail or in person to the other party as long as the contract is not terminated during the course of negotiations with insurance carriers for the procurement of insurance policies.

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

- i) if federal or state regulations or guidelines are modified or changed in such a way that the materials or services are no longer allowable or appropriate for purchase under this agreement; or,
- ii) if any license or certificate required by law or regulation to be held by contractor to provide the services required by this agreement is for any reason denied, revoked, or not renewed. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued to such termination; or,

iii) if sufficient funds are not provided in future legislatively approved budgets of PSU (or from applicable federal, state, or other sources) to permit PSU in the exercise of its reasonable administrative discretion to continue this agreement, or if PSU or the PSU program for which this agreement was executed is abolished or limited due to budget changes. In determining the availability of funds from the Oregon Legislature for this agreement, PSU may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly. In determining budget limitation, PSU may use budget instructions from the OUS Chancellor's Office or Governor's Office, as applicable.

c. The rights and remedies of PSU 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.

39. TIME IS OF THE ESSENCE:

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

40. WORKERS' COMPENSATION:

Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this agreement are subject employers under the Oregon Workers' Compensation Law, and shall comply with ORS 656.017 which requires contractor to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

41. MERGER; WAIVER:

This agreement and attached exhibits and appendices, the RFP, any RFP amendments and contractor's proposal constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modification or change or terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary PSU approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of PSU to enforce any provision of this agreement shall not constitute a waiver by PSU of that or any other provision.

END OF RFP #28553