



**Oregon State  
University**

**REQUEST FOR PROPOSAL  
No. DC194078P**

**Residence Hall Furniture  
(Beds, Loft Kits, Ladders)**

**PROPOSAL DUE DATE AND TIME**  
June 22, 2018 (10:00 AM, PT)

**SUBMITTAL LOCATION**

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

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

**[bids@oregonstate.edu](mailto:bids@oregonstate.edu)**

## **1.0 GENERAL**

### 1.01 SCHEDULE OF EVENTS

- Issue Date..... May 30, 2018
- Deadline for Requests for Clarification or Change..... June 8, 2018 (10:00 AM, PT)
- Proposal Due Date and Time..... June 22, 2018 (10:00 AM, PT)

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

### 1.02 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will not be held.

### 1.03 ISSUING OFFICE

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

### 1.04 ADMINISTRATIVE CONTACT

Name: Donna Cain  
Title: Purchasing Analyst 3  
Telephone: 541-737-3423  
Fax: 503-737-2170  
E-Mail: donna.cain2@oregonstate.edu

### 1.05 DEFINITIONS

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

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

## **2.0 INTRODUCTION AND BACKGROUND**

### 2.01 INTRODUCTION

Procurement, Contracts and Materials Management is seeking Responsive Responsible Proposers to submit Proposals for beds, loft kits and ladders for OSU University Dining and Housing. The furniture will be located in two residence halls: Callahan Hall and Wilson Hall.

## 2.02 BACKGROUND

A living space on campus is more than just a room to study and sleep in. At Oregon State, a residence hall is a community. It is a place where friendships, ideas and memories are created. In University Housing & Dining Services, we acknowledge that for many, a student going to college is not just a major life transition for the student, but also for the parents or families of that student. UHDS staff partners with family members to help students achieve success at Oregon State University.

## 2.03 OREGON STATE UNIVERSITY

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. Oregon State is one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. Oregon State is also the only Oregon institution to have earned both Carnegie Foundation classifications for Highest Research Activity and Community Engagement, a recognition of the depth and quality of its graduate education and research programs.

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

## **3.0 SCOPE OF WORK/SPECIFICATIONS**

OSU University Housing and Dining seeks proposals from Proposers to provide beds, loft kits and ladders for two residence halls on the Corvallis, Oregon campus: Callahan Hall and Wilson Hall.

OSU's goal is to have the furniture delivered and installed in the two residence halls by September 1, 2018. Due to the nature of the requirements for the furniture, it is quite necessary that the furniture be delivered on time and as agreed upon when the order is placed. Any delays in delivery caused by the Proposer may have an impact on the University.

If OSU's deadline of September 1, 2018 creates any issues, please identify those issues within your proposal.

### **A. FURNITURE.**

Furniture to be purchased by OSU are included in the following Attachments:

- Attachment A: Bed (features/dimensions/materials)
- Attachment B: Bed Ladder (features/dimensions/materials)
- Attachment C: Loft Kit (features/dimensions/materials)

### **B. MATERIALS.**

1. Quality of construction
2. Warranty and repair/replacement
3. Durability
4. Color and general appearance
5. Size and Comfort

### **C. PROJECT MANAGEMENT**

Proposer shall provide the following services:

- Provide product information when requested.
- Verify that proposed finishes and hardware are suitable for intended applications and meet all code compliances, if required.
- Compile preliminary schedule information about receiving, delivery and installation information.
- Verify lead times and shipping dates and compare with required installation dates. Notify OSU UHDS representative of any discrepancies.

- Provide a weekly written update, as required, covering any changes to estimate shipping and receiving dates to OSU's UHDS representative.
- Submit weekly job status reports to OSU's UHDS representative.
- Prior to delivery or move-in, confirm scheduled shipping and delivery dates and continue checking on a weekly basis until installation.
- Verify critical dimensions of the job site to assure ability to deliver and install furnishings.
- Review floor plans and walk through space with OSU's UHDS representative to discuss staging, delivery and installation.
- Examine merchandise upon receipt and notify OSU's UHDS representative of any damage.
- Replace damaged items where repairs are not acceptable to OSU's UHDS representative within thirty (30) days or less.
- Notify OSU's UHDS representative immediately when replacement will delay installation schedule .
- File freight claims.

#### **D. CUSTOMER SERVICE**

- Customer Service/Technical Support Line, 8am-5pm (Pacific Time), Monday-Friday.
- Point of Contract customer service representatives to handle the OSU account.
- Written or electronic order confirmation with delivery date(s) within 48 hours.
- Order status tracking via the OSU purchase order number.
- Prompt processing of shipping claims.
- Resolution of damages within 48 hours.
- Warranty repair within 72 hours of notification.
- Resolution of invoicing issues within 48 hours.

#### **E. INSTALLATION**

##### Furniture Placement:

- Furniture shall be uncrated and placed in rooms according to plans provided by OSU's UHDS representative.
- Install items in accordance with manufacturer's instructions by workers skilled and familiar with furnishings installation.
- Furniture shall be set level, plumb, square and true.
- Furniture to be wiped down and left in a condition ready for use.

#### **F. JOB SITE REQUIREMENTS**

- During installation, the Proposer shall be present to supervise, expedite and monitor the installation services.
- Proposer shall coordinate with OSU's UHDS representative for access onto the site and use of elevators. Work shall be accomplished with a constant effort to eliminate unnecessary noise, obstructions and other annoyances. Proposer shall be responsible for maintaining all areas of the job site premises in which work is being performed in a neat and orderly condition.
- Proposer shall remove from premises crates, cartons, wrappings and waste at the completion of each working day.
- Proposer shall be liable for the replacement or repair of any damage to OSU's property caused by the installation of the furnishings. OSU's judgement shall be final in allocating responsibility for damage.
- OSU's regulations, wherein work is to be performed, regarding parking, receiving, handling, and storage of materials and equipment, safety, smoking, fire and other regulations shall govern Proposer.
- Proposer shall keep the premises, streets, and sidewalks clean of debris caused by its work.
- Proposer shall maintain proper access to areas within the building at all times.
- Proposer shall be responsible to see that the labor used during the delivery to the site and during the installation, will cause no labor or jurisdictional dispute to occur. No situation within the Proposer's control is allowed to interfere with work getting done by other trades. Proposer shall cooperate with all

other trades not directly under its jurisdiction.

- All articles covered by the Contract shall be delivered to the job site, unpacked, uncrated, assembled and installed.
- Proposer shall be responsible to replace, repair or refinish and leave in perfect condition any damaged item the Proposer's carrier delivers to the job site.
- Proposer shall be responsible for the replacement of any item that is damaged prior to the installation, and for the repair or replacement of same at Proposer's expense. Replacement or repair is to be completed at the convenience of OSU.
- All items shall be in proper working order and ready for use before final acceptance by OSU.
- Proposer shall be responsible to coordinate, arrange and monitor required freight services and to file for freight claims.
- All new furnishings delivered to the job site are the responsibility of the Proposer until accepted by OSU's UHDS representative.

#### **G. ACCEPTANCE AND ADJUSTMENTS**

- After installation and prior to walk-thru, make repairs to furnishing damaged as a result of installation work.
- Walk-through the finished installation with OSU's UHDS representative and develop a punch list. After all corrections have been completed, conduct one follow-up inspection, which will form the basis of OSU's acceptance and certification for payment.
- In the event that any piece of furniture is not acceptable to OSU's UHDS representative and cannot be corrected in the field, a replacement piece is to be provided within thirty (30) days. Proposer may be incur liquidated damages in amounts equal to the cost of housing students in local hotels until furniture is delivered and installed. The amounts will be based upon OSU's daily allowances for hotel costs and incidentals.

#### **H. WARRANTY**

- Proposer to provide information about their product and service warranties.

#### **I. UNIVERSITY REQUIREMENTS**

- Unless otherwise, OSU is responsible for the removal of existing furniture and will ensure residence halls are ready to receive delivery/setup of the new furniture.
- OSU will provide a point of contact, UHDS representative, for delivery/setup of the new furniture.

#### **J. ADDITIONAL INFORMATION**

- Proposer shall provide a list of services they will be out-sourcing.
- Proposer shall provide a list of Companies they will be out-sourcing to and the geographical locations of those companies.
- Proposer shall provide a list of geographic locations of distribution center(s), if applicable.
- Proposer shall provide a list of all manufacturers their company is authorized to perform warranty for.
- Proposer shall provide a list of characteristics that set their company apart. Describing unique examples of product, service or added value.
- Proposer shall provide information regarding any new technology and development that they plan to utilize in the near future that would be advantageous to OSU.

#### **K. SECURITY/BACKGROUND CHECKS**

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

OSU work location. Proposer must perform the criminal background checks and drug and alcohol testing with the twelve (12) months immediately preceding referral or placement at any OSU work location.

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

Proposer shall require Proposer's employees and agents to self-disclose to Proposer any new convictions that occur within three (3) business days of the conviction and Proposer shall reassess the individual's assignment under this Contract.

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

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

Proposer shall require Proposer's subcontractors and agents providing services under this Contract to comply with this provision. OSU may audit Proposer's background check and drug and alcohol testing processes at any time to ensure compliance. Failure of Proposer to comply shall be considered a material breach of the Contract and may result in OSU seeking monetary damages or pursue other remedies, Proposer termination by OSU without further liability or obligation, or both.

## **4.0 PROPOSER QUALIFICATIONS**

### **4.01 MINIMUM QUALIFICATIONS**

Experience and reliability of the Proposer's organization are considered in the evaluation process. In order to qualify as a Responsive Proposer, the Proposer needs to meet the minimum qualifications below.

- a. Demonstrated capability to provide the required goods/services by possessing all necessary business and technological resources, including personnel, facilities, maintenance, support, systems, organization structure, operation controls, and quality control.
- b. Demonstrated record of providing residence hall furniture and services over the past five (5) years for higher education institutions/universities of similar size (or larger) and requirements as OSU.
- c. Demonstration of experience and expertise of a project during the last two (2) years in providing residence hall furniture similar in size and complexity to that required by OSU in this RFP.

### **4.02 PREFERRED QUALIFICATIONS**

OSU is committed to conducting its business affairs in a socially responsible, sustainable and ethical manner consistent with the OSU's education, research and service missions. OSU has expectations for a Proposer policies and actions regarding labor standards, human rights, sustainability, ethics, health and safety and diversity.

OSU shall award additional points for Proposers able to meet and provide documentation with regard to the preferred qualifications below. The submittal shall be in MS Word, one sided, and no more than a two (2) page summary with regard to the following (company policy manuals, brochures, etc, will not be considered):

#### **A. Labor and Human Rights.**

- 1) Proposer shall not discriminate unjustly in its employment practices, including hiring, work assignment, wages, benefits, promotion, discipline, termination or retirement. In particular, the Proposer shall not

discriminate on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, social or ethnic origin, or medical need.

- 2) The Proposer shall not use coerced or forced labor, nor subject employees to inhumane or abusive Treatment.
- 3) The Proposer shall not use labor provided by individuals younger than the age of compulsory education or 15 (fifteen) years of age, whichever is higher.
- 4) The Proposer shall pay at least the legal minimum wage in all locations in which the Proposer operates.
- 5) The Proposer shall provide a system for ensuring that employees have paid leave for dealing with personal and familial illnesses, disabilities or the like, retirement plans and severance plans for employees. All overtime hours will be worked in accordance with all applicable laws, regulations, labor agreements and administrative actions and employees will be compensated fairly for their work.
- 6) The Proposer shall make reasonable accommodations for employees with family responsibilities to ensure that they are not excluded from the workforce or otherwise discriminated against.
- 7) The Proposer shall recognize and respect employees' rights of Freedom of Association and Collective Bargaining. The Proposer shall not harass, threaten, pressure, discipline, retaliate, reassign or fire any employee in response to union support or union activity, including decisions regarding unionization or organizing.
- 8) The Proposer shall engage in good faith collective bargaining with any employee representative group that has been established in accordance with local laws.
- 9) The Proposer shall not retaliate against Proposer or University employees for raising or investigating allegations of Proposer fraud, waste or abuse.

**B. Environmental Sustainability.**

- 1) The University may give preference to products and services that are produced, packaged, and delivered using materials and methods that have minimal harmful impact on the affected ecological systems.

**C. Legal Compliance.**

- 1) The Proposer shall comply with all applicable local, state, federal and international laws. In the event of a conflict of laws, the University and the Proposer may negotiate which law(s) will prevail.

**D. Health and Safety.**

- 1) The Proposer shall provide medical care and compensation for injured workers.

**E. Ethics.**

- 1) The Proposer shall have a Code of Ethics, or other mechanism, that addresses issues regarding ethical conduct of employees relevant to the market, such as fair hiring practices, conflict of interest management, and supplier resource utilization. The Proposer, and its representatives doing businesses with the University, shall conduct themselves with integrity.

**F. Supplier Diversity.**

- 1) The Proposer shall have programs, policies, and practices that foster diversity in the workforce, including diversity in leadership, and business diversity practices throughout.

**G. Subcontracts.**

- 1) The Proposers Code of Ethics, or other mechanism, shall apply with equal force to Proposer's subcontractors. The Proposer shall be responsible for ensuring that any subcontractors with whom the

Proposer does business adhere to their Code, or other mechanism.

- 2) Upon request, each Proposer shall disclose to OSU, or its designee, the location (including facility name, contact name, address, phone number, e-mail address, products produced, and nature of business association) of each facility used in the production of all goods and services provided to fulfill contracts with OSU. Such information shall be updated upon request by OSU. OSU reserves the right to disclose this information to third parties, without restriction as to its further distribution.

**5.0 REQUIRED SUBMITTALS**

**5.01 QUANTITY OF PROPOSALS**

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

**5.02 REQUIRED SUBMITTALS**

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

Proposer **must** submit the following information:

Required Submittal Description	Proposer Checklist
1) Description of how the goods or services offered specifically satisfy the statement of work described in Section 3.	<input type="checkbox"/>
2) Detailed information about how the Proposer meets the <i>minimum</i> qualifications described in Section 4. > <i>Project descriptions must include date, location, and customer name. These descriptions must describe in detail Proposers experience in providing residence hall furniture similar in size and complexity to that required by OSU as stated in this RFP.</i>	<input type="checkbox"/>
3) Detailed information about how the Proposer meets the <i>preferred</i> qualifications described in Section 4. ***NOTE: The submittal shall be in MS Word, one sided, and no more than two (2) pages.	<input type="checkbox"/>
4) Timeline for delivery of furniture keeping in mind OSU's desired deadline of September 1, 2018 as stated in Section 3.0.	<input type="checkbox"/>
5) Cut Sheets and Specifications for all requested furniture in Section 3.0, A.Furniture	<input type="checkbox"/>
6) Exhibit A: PRICING/COST PROPOSAL, fully completed	<input type="checkbox"/>
7) Exhibit B: CERTIFICATIONS, fully completed	<input type="checkbox"/>
8) Exhibit C: REFERENCES, fully completed	<input type="checkbox"/>



## 6.0 EVALUATION

### 6.01 EVALUATION

The stages of review and evaluation are as follows:

- a. **Determination of Responsiveness:**  
OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions, that are materially incomplete, that do not meet the minimum requirements, or that are submitted by Proposers who does not meet minimum qualifications may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A Proposer has the right to appeal the decision pursuant to OSU Standard 580-061-130(5).
- b. **First Stage Evaluation:**  
Those Proposals determined to be Responsive will be evaluated using the required submittals. Proposals will be scored based on the evaluation criteria listed below. Scores will be used to determine Proposers within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.

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

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

- c. **Second Stage Evaluation:**  
If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:
  - i. Issue a Written invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
  - ii. Engage in oral or Written discussions with and receive best and final Proposals from all Proposers in the Competitive Range or all Proposers submitting Responsive Proposals. Discussions may be conducted for the following purposes:
    - Informing Proposers of deficiencies in their initial Proposals;
    - Notifying Proposers of parts of their Proposals for which OSU would like additional information; or
    - Otherwise allowing Proposers to develop revised Proposals that will allow OSU to obtain the best Proposal based on the requirements set forth in this Request for Proposal.

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

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

d. Additional Stages of Evaluation:

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

**6.02 EVALUATION CRITERIA**

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

<u>Evaluation Criteria</u>	<u>Points</u>
Proposal relative to the Scope of Work/Specifications	35
Proposer’s qualifications relative to the <b>preferred</b> qualifications	25
Price of the goods or services	40
<b>Total</b>	<b>100</b>

**6.03 NEGOTIATIONS**

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

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

**6.04 INVESTIGATION OF REFERENCES**

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

**6.05 CONTRACT AWARD**

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

**7.0 INSTRUCTIONS TO PROPOSERS**

**7.01 APPLICABLE STATUTES AND RULES**

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

**7.02 COMMUNICATIONS DURING RFP PROCESS**

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

### 7.03 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

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

### 7.04 REQUESTS FOR CLARIFICATION OR CHANGE

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

### 7.05 ADDENDA

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

### 7.06 PREPARATION AND SIGNATURE

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

### 7.07 PUBLIC RECORD

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

### 7.08 SUBMISSION

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

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

attachment(s), answer questions related to the content of the Proposal, or address the overall Responsiveness of the Proposal.

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

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

#### 7.09 MODIFICATION

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

#### 7.10 WITHDRAWALS

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

#### 7.11 LATE SUBMITTALS

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

#### 7.12 PROPOSAL OPENING

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

#### 7.13 PROPOSALS ARE OFFERS

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

#### 7.14 CONTINGENT PROPOSALS

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

#### 7.15 RIGHT TO REJECT

OSU may reject, in whole or in part, any Proposal not in compliance with the Request for Proposal, Exhibits, or Addenda, if upon OSU's Written finding that it is in the public interest to do so. OSU may reject all Proposals for

good cause, if upon OSU's Written finding that it is in the public interest to do so. Notification of rejection of all Proposals, along with the good cause justification and finding of public interest, will be sent to all who submitted a Proposal.

#### 7.16 AWARDS

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

#### 7.17 LEGAL REVIEW

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

#### 7.18 PROPOSAL RESULTS

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

#### 7.19 PROPOSAL PREPARATION COST

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

#### 7.20 PROPOSAL CANCELLATION

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

#### 7.21 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD

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

**EXHIBIT A  
PRICING/COST PROPOSAL**

ITEM	CATALOG OR MODEL NO. & DETAILED DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	BEDS (Student Rooms)	755	EA		
2	BED LADDERS	100	EA		
3	LOFT KITS	200	EA		
	<b>***Provide an itemized cost proposal to contain pricing and information for the items listed in Section 3.0, A: Furniture.</b>				
	<b>*** Provide the list price and discount or other basis on which the prices were calculated for all products and services proposed.</b>				
<b>Delivery is F.O.B. destination, prepaid and allowed. Shipping, freight and handling must be included in quoted prices. Additional costs for such are disallowed.</b>				<b>TOTAL</b>	<b>\$</b>

**PROPOSER SIGNATURE:**

*By signature below the undersigned certifies that they are authorized to act on behalf of the Proposer and will comply with all aspects of the proposal herein.*

<b>COMPANY:</b>	
<b>SIGNATURE:</b>	
<b>NAME:</b>	
<b>TITLE:</b>	

**EXHIBIT B  
CERTIFICATIONS**

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

**SECTION I. OREGON TAX LAWS**

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

**SECTION II. AFFIRMATIVE ACTION**

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

**SECTION III. COMPLIANCE WITH SOLICITATION**

The undersigned agrees and certifies that they:

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

**SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS**

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

- agrees
- disagrees

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

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_ Telephone:(\_\_\_\_\_) \_\_\_\_\_

Title: \_\_\_\_\_ Fax:(\_\_\_\_\_) \_\_\_\_\_

FEIN ID# or SSN# (required): \_\_\_\_\_ Email: \_\_\_\_\_

Company: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Construction Contractors Board (CCB) License Number (if applicable): \_\_\_\_\_

Business Designation (check one):

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

**EXHIBIT C  
REFERENCES**

**REFERENCE 1**

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

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**REFERENCE 2**

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

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**REFERENCE 3**

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

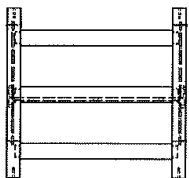
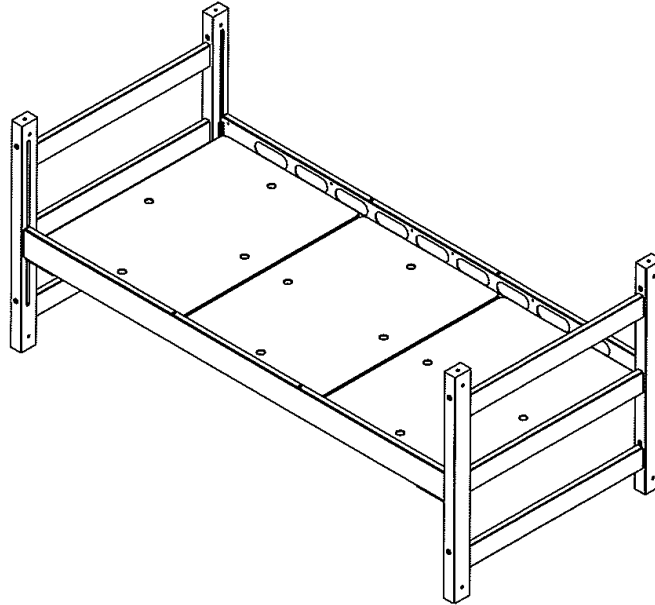
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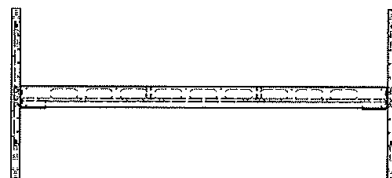
**ATTACHMENT A**  
**Specifications - BED**  
**(#194078P)**

# BROOKSHIRE BED

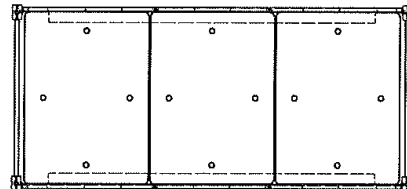
MODEL# 313-045-00



SIDE



FRONT



TOP

## FEATURES

- 1 Headboard and 1 Footboard are constructed with solid eastern hardrock hardwoods with steel inserts adjustable in 3" increments.
- 2 Steel side rails with solid eastern hardrock hardwood wood accents.
- 3 Piece  $\frac{3}{4}$ " plywood bed deck.
- Clear lacquer finish on all wood parts.

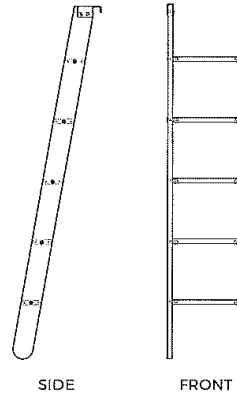
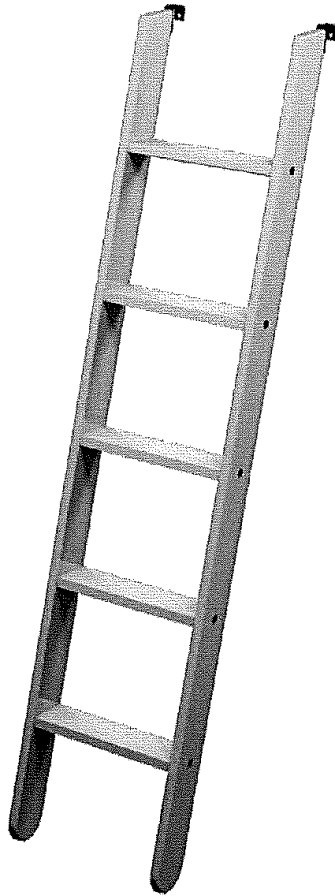
## DIMENSIONS

84" L x 39" W x 37" H

**ATTACHMENT B**  
**Specifications - BED LADDER**  
**(#194078P)**

# BROOKSHIRE BED LADDER

MODEL# 313-046-00



## FEATURES

- Constructed with eastern hardrock hardwood lumber.
- 2 Steel black bed rail hooks.
- Clear lacquer finish on all wood parts.

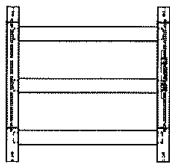
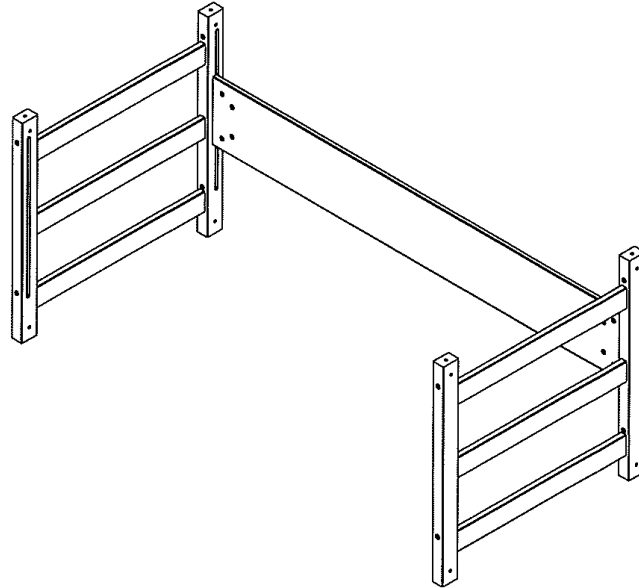
## DIMENSIONS

66 ½" H x 14 ½" W

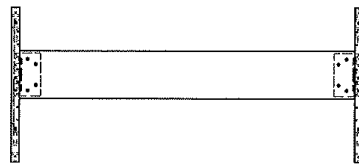
# LOFT KIT

MODEL# 313-050-00

## ATTACHMENT C Specifications - LOFT KIT (#194078P)



SIDE



FRONT



TOP

## FEATURES

- 1 Headboard and 1 Footboard are constructed with solid eastern hardrock hardwoods with steel inserts adjustable in 3" increments.
- 1 Wood accent rail constructed from maple veneered armorcore or equivalent plywood with 1/8" eastern hardrock hardwood lumber banded edges.
- Clear lacquer finish on all wood parts.

## DIMENSIONS

84" L x 39" W x 37" H



