

REQUEST FOR PROPOSALS (RFP) #19808
Portland State University

TICKETING SOFTWARE SYSTEM

ATTENTION POTENTIAL
PROPOSERS!!

IMPORTANT NOTICE

Responsibility of Each Vendor Participating in the Bidding Process

It will be the responsibility of each participating Vendor to refer daily to the OUS Business Opportunities web site 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 Vendors by email or by any other means of any of the above. Copies of this document can be obtained on the web site as well. The web link follows.

Web Link:

<https://secure.ous.edu/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 #19808, Ticketing Software System Questions and Inquiries'**. Any questions and inquiries that are not so submitted and identified will not be responded to.

Emerging Small Businesses and Minority and Women Owned Businesses

PSU is committed to increasing opportunities for Emerging Small Businesses and Minority and Women Owned Businesses, and PSU strongly encourages its contractors to use these businesses in providing services and materials for PSU contracts and projects.

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.

RFP Data

Commodity Title: **Ticketing Software System**
Buyer: State of Oregon, acting by and through the State Board of Higher Education, on behalf of Portland State University (PSU)
Solicitation Officer: William C. Terry
Phone/Fax: 503-725-9869/503-725-7873
Email: contract@pdx.edu
Date Issued: May 1, 2012

RFP Proposal Deadline for Receipt by PSU Purchasing & Contracting Office

Day/Date: Wednesday, May 23, 2012
Time: 3:00 p.m., Pacific Daylight Time (PDT)
Location/Address: PSU Purchasing & Contracting Office
(hand deliver proposals here) Room 465, University Center Building (UCB)
1881 SW 5th Avenue
Portland, OR 97201

Mailing Address: Portland State University
Purchasing & Contracting Office
PO Box 751 – PUR
Portland, OR 97207-0751

Overview

The State of Oregon, acting by and through the State Board of Higher Education on behalf of Portland State University (PSU), seeks a Ticketing Software System for Portland State University's Box Office ticket sales for both internal and external ticket customers. This RFP represents PSU's good faith effort to detail our specifications and requirements for the Ticketing Software System that will best meet PSU's needs at the best value to PSU. While price certainly will be one of the factors considered, other equally important criteria as detailed herein will also be included in the overall evaluation of responses to this RFP.

Contract Term

The initial term for the contract awarded pursuant to this solicitation will be for a three (3) year period effective from July 1, 2012, and with an initial option to renew for five (5) additional one-year terms.

Financial Consideration

The maximum dollar value of any individual contract awarded under this solicitation shall not exceed two million dollars for the initial term. This amount may be amended at the University's sole discretion throughout the renewal term(s) of any ensuing contracts.

Cooperative Purchasing

All Oregon University System (OUS) institutions and other public education agencies or institutions may utilize any contract(s) awarded as a result of this Request for Proposal. The OUS institutions and other public agencies shall be individually responsible for their obligations to the awarded vendor(s). Likewise, the vendors shall be responsible to the OUS institution and other public agencies for their obligations to the OUS members and public agencies pursuant to any ensuing contract(s). Any such purchases shall be between the vendor and the participating OUS member or public agency and shall not impact the vendor's obligation to Portland State University. Portland State University makes no representation or guarantee as to the volume of such additional purchases. It is currently intended that Portland State University will be entering into a contract with the apparent successful respondent to this RFP.

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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. Any changes to schedule dates will be posted on the OUS website: <http://www.ous.edu/about/bo/>.

Issue RFP to potential proposers	May 1, 2012
Deadline for proposer inquiries, request for changes or protest of specifications	May 8, 2012
Deadline for PSU to respond to proposal inquiries and/or protest of RFP specifications and/or contract terms and conditions	May 15, 2012
Proposals due*	May 23, 2012
Evaluation period, ending	June 13, 2012
Anticipated notice of intent to award(s)	June 18, 2012
Deadline to protest award(s)	Seven calendar days after intent to award

Anticipated date of contract(s) execution (no later than)

June 29, 2012

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

BACKGROUND

Established in 1946, Portland State University (PSU) is located in downtown Portland, Oregon, and is part of the Oregon University System (OUS). PSU has more than 29,000 enrolled students, over 3,000 faculty and staff, and serves nearly 40,000 individuals in credit and non-credit classes each year. PSU serves the entire region, although its influence predominates in the six county Portland metropolitan area, the region from which 80% of PSU's enrollments originate.

This RFP #19808 is focused on providing ticketing services for PSU's arts, inbound athletics ticket sales (outbound athletics ticket sales excluded), Spring Commencement, and external user events. Football game day ticket sales (inbound) at Jeld-Wen Field may, or may not be included in this RFP due to prior contractual commitments with Jeld-Wen Field.

(Note: "Outbound" ticket sales includes all PSU athletic ticket transactions which are initiated by the University, PSU's sales agent, or any other entity through any and all methods of contact including, but not limited to: email, telephone, personal visit, or other types of solicitations. "Inbound" ticket sales includes all PSU athletic ticket transactions which are initiated by the customer by calling or visiting the PSU Box Office, ordering via online ticket systems or through other forms of customer initiated ordering systems.)

PSU's Box Office sells tickets for approximately 200 events in venues both on and off campus ranging in capacity from 75 seats to 30,000 seats. PSU's main on-campus performance venues are Lincoln Performance Hall, a 460 seat auditorium, Lincoln Recital Hall, a 220 seat auditorium, Lincoln Studio Theater, a 96 seat black box, the Peter Stott Center with a capacity of 1500 persons, and the Smith Memorial Student Union Ballroom, capable of seating 850 guests.

For arts events, ticket prices average between \$5.00 and \$25.00. Student events prices range from \$2.00 to \$15.00. Athletic event prices range from \$3.00 to \$25.00. Other departmental and external client events have prices that range from \$10.00 to \$125.00.

The volume of sold seats for a typical season is 25,000, and last year the Box Office processed over 20,000 'comped' student tickets. The Box Office has one main ticketing location in the Smith Memorial Student Union, two remote sales locations in the Lincoln Performance Hall, and a remote sales location in the Peter Stott Athletic Center.

PSU currently uses preprinted hard tickets or roll stock at all other PSU and off campus sales locations. The main ticket office has four ticketing stations each with its own

personal computer. The Lincoln Performance Hall office has two personal computers, and the Peter Stott Center currently makes use of a laptop as the ticketing personal computer. PSU intends to make mobile computerized ticketing available to all remote locations of PSU events, both on and off campus, to improve data collection at these events.

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 for which 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 respondents 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 or 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 Business Affairs, Purchasing & Contracting Office 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 services requested and of the PSU environment.

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".

ONE (1) ORIGINAL pricing proposal and **six (6) photocopies** of the pricing proposal must be submitted in a similar manner. Failure to comply may result in rejection of the proposal as non-responsive to the requirements of the RFP.

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** or with any binding that cannot be easily removed. Comb binding or large clips are acceptable. It is also recommended that proposals be printed on 100% recycled paper. Proposals must not include any tabbing or glossy paper, must be printed two sided, and it is recommended that graphics be kept to a minimum. Only those graphics essential to the proposal should be included. Respondents must also submit an electronic copy of the complete Proposal on one CD in a pdf format, and the Pricing Proposal on a separate CD in a Microsoft Excel format. A presentation formatted in Power Point will also be accepted. Each CD should be clearly marked with the respondent's company name and identified as "Proposal" and "Pricing Proposal". Respondents must include a cover sheet that identifies the company name, the company's primary and secondary contact person's name for the proposal, primary and secondary person's email, phone and fax number and company's web address. **PSU, in its sole discretion, may determine that a proposal is non-responsive if the proposal and pricing are not submitted as required, including separate CD's, in the required identified format.**

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", with the name of the vendor submitting the proposal clearly identified on each page of the pricing proposal. Six (6) copies of the pricing proposal must be submitted. Pricing information must not be included with the rest of the proposal in any manner whatsoever. **Failure to completely separate pricing from the rest of the proposal may result in rejection of the proposal.**

Section 4: Proposal Certification, must bear an original signature and be submitted in its' entirety. Failure to comply may result in the rejection of the proposal.

Proposals and pricing information must be received and time-stamped by the PSU Purchasing & Contracting Office (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. **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 "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.

8. **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.
9. **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.
10. **The Evaluation Process:** All proposals received by the due time and date will be reviewed by an evaluation committee. Proposals which are not received by the deadline will not be reviewed by the evaluation 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. Vendors 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 Purchasing & Contracting Department will review the recommendation and approve or reject the evaluation team's selection.
11. **Investigation of References:** PSU reserves 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.

12. **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.
13. **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.

14. **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(s) based on the evaluation criteria and scores identified in the RFP. In the event that finalist proposal(s) 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.

After receiving the evaluation summary PSU Purchasing & Contracting Office will name one or more apparent successful proposer(s) and announce its Intent to Award to one or more of these proposer(s). 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 PSU Purchasing & Contracting 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 Purchasing & Contracting office within seven (7) calendar days after the date of the letter of Intent to Award identifying the apparent successful proposer(s).

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(s) and, pending the satisfactory outcome of this final evaluation, enter into a contract with the apparent successful proposer or proposers.
- b. sustain a meritorious protest(s) and reject the apparent successful proposer(s) as non-responsive, if such proposer(s) is unable to demonstrate that its proposal(s) complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, PSU may name a new apparent successful proposer(s)

- c. reject all proposals and cancel the procurement.
15. **Best and Final Offer:** Pursuant to OAR 580-061-0155, PSU reserves the right to select the vendor that, in the collective opinion of the evaluation committee, offers the best overall benefit, convenience, functionality and service at the best-value cost to PSU. PSU reserves the right to conduct discussions with the finalist proposers, to accept best and final offers from those finalists, and to negotiate changes, if it's in PSU's best interest to do so.
16. **Negotiation of Final Contract:** PSU has found that limited negotiation of the proposed contract is sometimes required to effect a successful procurement because of their experience that proposers may 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. Such negotiation may occur at PSU's discretion.
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(s) 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.
18. **Proposer Agreements and Supplemental Terms and Conditions:** Proposers may submit proposed supplemental agreement terms and conditions of any form (contracts or documents) that the proposer desires to be incorporated as part of the contract. By accepting delivery of these items, PSU is not bound to accept them or incorporate them as part of an ensuing contract. 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 Terms and Conditions contained 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 incorporating the terms and conditions submitted by the proposer; or (2) the submission will be considered non-responsive and PSU may enter into a contract with another responsive proposer. 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. PSU will not consider any terms and conditions that are not submitted with the proposal.

SECTION 2: SCOPE OF WORK

The Scope of Work is presented in three sections:

- I. **General Vendor Qualifications (65 Evaluation Points)**
- II. **REQUIRED Features (140 Evaluation Points)**
- III. **Desired Features (45 Evaluation Points)**

This Scope of Work shall be evaluated on a total of 250 maximum points.

I. General Vendor Qualifications:

Vendors responding to this RFP must have a minimum of 5 years experience in the ticketing software industry servicing customers of comparable size and complexity to PSU.

It is critical the vendors responding to this RFP be able to provide proof of their success offering ticketing system services to other clients in similar university settings. Any vendor responding to this RFP will need to provide PSU with the option of a vendor-hosted ticketing system.

Vendor Response (35 Points):

Vendors submitting a response to this RFP must answer the following questions relating to ticketing software and client assistance. Responses must be organized as follows:

- **Company Information** (5 Points)
Name, title, phone number(s), fax number(s), and e-mail address of the person or persons authorized to contact on this RFP.
- **Organization** (5 Points)
Please furnish the following information to include but not be limited to: parent company (if applicable), years in business including number of years specifically in the ticketing industry, size, number of customers, office locations, and number of full-time employees and technical support employees.
- **Financial** (5 Points)
Submit audited financial statements from the last three years, including income statements and balance sheets.
- **Service** (5 Points)
Outline your company's support service structure. How are support services assigned? When is support provided (e.g. 24x7x365)? What is the nearest location of support personnel to PSU, their qualifications, and experience level with your software? Please provide information on standard issue resolution times and escalation procedures.
- **References** (10 Points)
Please provide a list of five organizations and their locations to whom you are currently providing ticketing services. Extra weight will be assigned to clients that match the size and scope of PSU's ticketing services and to clients in a university arts and athletics setting.

- Partnerships (5 Points)
Please describe any partnerships you have with companies who supply components of your system, including credit card processing, hardware or software providers, third party ticketing, ticket scanner hardware and/or software, etc.

Cost and Revenue Projections (30 Points):

Please provide an attachment detailing all estimated costs to implement and operate your system over a three year period. Include hardware costs as well as equipment requirements, training costs, system transfer costs, support and maintenance costs including hosting costs and any other costs, ticketing fees (listing of any and all per ticket fees broken down by sales source: PSU Box Office, Internet, etc), any and all other costs or fees such as service visits, etc. Please list (based on PSU's background information and ticketing numbers) any potential revenues for PSU from use of your system. Please indicate any assumptions you have made when estimating above costs and revenues. Describe your software licensing model (i.e. concurrent user, per machine, number of user accounts, etc.) and associated costs.

II. REQUIRED Features: (Explain in detail how your firm provides each criteria)

1. PCI Compliance (15 Points)

- If credit card data flows through your software solution in any way, provide a valid, current certificate of PCI DSS and PCI PA-DSS compliance for the entire credit card processing solution.
- If credit card data does not flow through your software in any way, provide information on how credit card processing is handled and how it is PCI compliant.
- Provide a list of credit card processing payment gateways that integrate with your software.
- Provide system operations data flow showing that PCI protected data will not reside on any PSU systems.

2. User Accounts, Permissions Control, and User Activity Logs (15 Points)

- Explain how your software manages multiple user accounts.
- Explain how your software manages granular user permissions which control access including but not limited to:
 - Sales
 - Refunds
 - Event creation
 - Seat retraction
 - Event pricing
 - Holds
- All user accounts should have extremely detailed activity logs including but not limited to:
 - User login and logout date and time

- ii. Sales
- iii. Refunds
- iv. Seat retraction
- v. Event pricing
- vi. Holds
- vii. User account creation, deletion, and modification
- viii. System permissions changes

3. Ticketing (15 Points)

- a. Explain your powerful and diverse patron-centered relational database with capacity for self-defined data collection fields.
- b. What is your software's ability to manage ADA compliant seating sales?
- c. Demonstrate product maturity with proof of use and success in a University setting.
- d. What is your ability to track active ticket buyers for five or more seasons within the system?
- e. Explain your system for individual seat history with a detailed user activity log of changes to each seat.
- f. How does your system manage the sales of both individual and series events?
- g. Detail your capability of selling multiple price levels, groups, and multiple promotion or discount codes.
- h. Define your ticketing for variously sized venues from 75 to 30,000 seats.
- i. What is your ability to use multiple holds to manage venue capacity?
- j. Explain tracking event capability for non-ticketed and complimentary ticketed events (PSU produces multiple free events each year and must have the capability to track attendance without charging any fees).
- k. What is your ability to interface with industry standard high-volume ticket printers?
 - i. Provide a list of compatible high-volume ticket printers.
- l. PSU hosts external clients who have existing software contracts with other vendors; PSU has the need to accurately move manifest information from other systems to whatever ticketing solution is selected by PSU. Provide details on how your system will accomplish this task.

4. Event Setup and Modifications (5 Points)

- a. Elaborate on your company's ability to create multiple venue manifests. Indicate whether we can self-create or if the provider must create them. If provider created, indicate turnaround time for new maps.
- b. What is your ability to build new events accurately and efficiently? Please indicate the general procedure, process, and timeframe for building new events.
- c. Explain your ability to set multiple sales paths based on best available seat in a single manifest.

5. Training (10 Points)

- a. Provide information on the structure and method of initial go-live training.

- b. Provide information about available ongoing training resources after go-live.
6. Web Sales (10 Points)
- a. Ability for customers to purchase tickets online with a credit card.
 - b. Ability to brand the ticket sales Website as a PSU Website.
7. Reporting (5 Points)
- a. Ability to create user-defined sales-based and cash-based activity reports based on a wide variety of criteria.
 - b. Event reporting that can track minute detail for all sales data. PSU's internal deposit regulations require that event funds be deposited by ticket type and price level on a daily basis.
 - c. Unlimited access to past events' sales data and detailed account information.
8. Accounting / Finance (10 Points)
- a. Funds from all ticket sales must be deposited directly into PSU's bank account.
 - b. All post event billings by software vendor must be itemized by event and not bulk billed.
 - c. Maintain audit trail for all transactions.
 - d. Functional billing module with accounts receivable tracking.
 - e. Ability to handle partial payments.
9. Data Management (10 Points)
- a. If any portion of the ticketing/access management solution is to be hosted by PSU, then the PSU hosted portion must:
 - i. Be developed in a well known, industry standard, fast, and reliable database system such as Oracle or Microsoft SQL.
 - ii. Run on well known platform, such as Unix, Linux, Microsoft Windows.
 - b. System must be configured with protection from loss of data, including up-to-the second changes, and some form of restore from backup functionality.
 - c. Ability to download/export data into Microsoft Access, Microsoft Excel, and ASCII formats.
10. Security (15 Points)
- a. Solution cannot store PCI protected data on any computer hardware on site at or owned by PSU; provide details on how your solution meets this requirement.
11. Hosting (15 Points)
- a. Ability to provide PSU with a vendor-hosted solution

- i. Describe your hosting model and the mechanism by which client PCs will connect to your hosted servers (i.e. public Internet, SSL, point-to-point VPN, etc.)
 - ii. Indicate the database platform on which your system is built.
- b. Provide details on any costs specific to a vendor-hosted solution.
- c. Provide data showing system uptime and availability for accounts similar in size to PSU over the course of at least the last year.
- d. Provide estimates based on historical data regarding how much scheduled downtime can be expected.
- e. If PSU has the option to host any part or all of your solution, provide details on the specific portion(s) that PSU has the option to host including but not limited to:
 - i. Minimum server specification requirements
 - ii. Recommended server configuration (i.e. number of servers and their roles)
 - iii. Supported server operating system(s)
 - iv. Supported server database(s)
 - v. Vendor's preferred method of gaining remote access to the server(s) for the purposes of support and maintenance.

12. Software (15 Points)

- a. What operating systems are supported for client workstations? Include any 64 bit operating system restrictions, if applicable.
- b. How is your software accessed/installed by client workstations? Provide details including but not limited to:
 - i. If all that is needed is a Web browser, indicate what specific browsers and versions are supported and indicate if any plug-ins are required (i.e. Java, Adobe Reader, etc.).
 - ii. Detail any specific browser settings changes that may be necessary for full functionality of your software (i.e. turn off popup blocker, disable tabbed browsing, modification of Trusted Sites settings or ActiveX controls, etc.).
 - iii. Detail any and all software, drivers, or other components that may need to be installed on client workstations for full functionality of your software.
- c. A Software solution which allows users to use the software as members of the workstation's standard Users group is highly preferred; software must not require users to be members of the workstation's Administrators group.
- d. A Software compatible with a multi-user environment which allows multiple operating system-level/domain user accounts to separately (not concurrently) access and use the full functionality of the software from one workstation transparently and without issue is preferred. Shared accounts are never allowed at PSU -- all users at PSU are issued individual domain-level accounts to log into computers -- this must fluidly integrate with your proposed solution.
- e. Detail your software development lifecycle to include but not be limited to:
 - i. How often are software updates, revisions, and/or patches released and distributed?

- ii. How are these software updates, revisions, and/or patches applied to both the server(s) (if PSU hosted) and client workstations?
- iii. Are administrative privileges on client workstations required to install updates, revisions, and/or patches?
- iv. Detail any costs specific to obtaining and installing software updates, revisions, and/or patches.

III. Desired Features: (Explain in detail how your firm provides each criteria)

1. System Features (5 Points)

- a. 24/7 user and maintenance support.
- b. Ability to build series events that are held at multiple, different, venues in the same season.
- c. Automated (i.e. end of day) access reporting, reconciliation reporting, and anomaly reporting.

2. User Accounts, Permissions Control, and User Activity Logs (5 Points)

- a. Role-based user permissions granted via user groups.
- b. Ability for PSU to directly control user accounts and permissions.

3. Marketing (5 Points)

- a. Ability to e-market current and future events including, but not limited to:
 - i. Facebook
 - ii. Twitter
 - iii. Foursquare
- b. Capable of handling online group sales.
- c. Ability to track marketing metrics for our events.

4. Access Management (5 Points)

- a. The ability to electronically scan tickets using a mobile device for admission to events at the door.
- b. Indicate how your system integrates access management with your ticketing software.
- c. Indicate how scanners are provided and maintained. Include system costs, additional rental and/or purchase costs, and any other costs associated with access management.

5. Interface with University systems (10 Points)

- a. Ability to integrate with SungardHE Luminis Portal (the 'myPortlandState' student Web portal).
- b. Ability to integrate with PSU's ERP system, SungardHE Banner, including but not limited to:

- i. Financial interface to Banner
- ii. Active student list from Banner
- iii. Ability to create client groups for reporting with an interface to Banner for post event billing reconciliations
- c. Provide details on the interface technology/technologies supported.
- d. Ability to upload financial and patron data into Agilon One software for the PSU Foundation.
- e. Ability to import into ticketing solution patron information from applications such as, but not limited to, Banner for employee and student groups.

6. Web Sales (5 Points)

- a. "View from your seat" capability.
- b. Remote ticketing at outdoor venues with wireless Internet connection, wireless credit card authorization, and mobile ticket printing.
- c. Secure, Web-based, reporting for outside promoters to get real-time ticket sales info.
- d. Online credit card processing must be handled through either CASHNet or PayPal.

7. Security (10 Points)

- a. System should never e-mail passwords.
- b. System should provide the ability to set minimum user account password complexity requirements.
- c. System should require user passwords to be changed on first login after account creation or password reset by a system administrator.
- d. Only system administrators should be allowed to create, delete, or otherwise modify user account and permissions. If the solution is not hosted by PSU, all data transferred to and from client PCs to the database and/or application server should be encrypted using an industry standard.

SECTION 3: EVALUATION CRITERIA

Proposals submitted in response to this RFP will be evaluated in accordance with the Scope of Work criteria and points awarded in each of the three Scope of Work categories. 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.

Summary of Evaluation Criteria

General Vendor Qualifications	65	Points
REQUIRED Features	140	Points
Desired Features	45	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

As required by ORS 305.385(6), I, the undersigned duly authorized representative of the proposer, hereby certify under penalty of perjury that the proposer is not, to the best of my knowledge, in violation of any of the tax laws described in ORS 305.380(4).

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 six (6) 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..

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:

If Contractor breaches any of the provisions of this agreement, PSU reserves the right to cancel this agreement effective immediately upon written notice to Contractor. Contractor shall be liable for any and all damages, including incidental and consequential damages, 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) If 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, including incidental and consequential damages, 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 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. INDEMNIFICATION:

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 agencies, subdivisions, 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. Neither Contractor nor any attorney retained by Contractor shall defend a claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as a legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at its election, assume its own defense and settlement.

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 ("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 Contractor collected or deducted from employee's wages to provide such services.

31. RECYCLED PRODUCTS:

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 thirty (30) days notice in writing and delivered by certified mail or in person to the other party.

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 PSU fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by the PSU budget or spending plan and PSU determines, in its assessment and ranking of the policy objectives explicit or implicit in the PSU budget or spending plan, that it is necessary to terminate this Agreement.

c. The rights and remedies of PSU provided in the above clause are not 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:

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.

42. WAIVER:

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.

43. WARRANTIES:

Unless otherwise stated, all goods shall be new and current model and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with solicitation specifications. All

implied or expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this Contract. All warranties shall run to PSU.

END OF REQUEST FOR PROPOSALS #19808