

REQUEST FOR PROPOSAL



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FORMAL RFP NAME: SYSTEMS FURNITURE AND SERVICE; OHSU ACADEMIC AND RESEARCH

RFP NUMBER: RFP-2012-1109

ISSUING OFFICE:

The Oregon Health & Science University Contracting Services Office is the Issuing Office. It is the sole point of contact for OHSU during the RFP process. All Correspondence pertaining to this proposal should be directed to the Issuing Office as indicated below. Email is preferred so that a record of the correspondence will exist.

Kelly Hartle
Contracts Coordinator
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Oregon Health & Science University
Logistics Contract Services, MC1040
3930 SW Macadam Avenue
Portland, Oregon 97239

TIME LINE:

Event	Date
RFP Issue Date	May 21, 2012
Respondent Questions and Request for Clarification & Contract Exceptions Submission EMAIL ONLY	June 4, 2012
OHSU's Response to Questions and Requests for Clarification	June 14, 2012
RFP Proposal Due Date	June 29, 2012 by 4:00 PM
OHSU Notification of Finalists for Interview, if needed	July 20, 2012
Finalist Interviews, if needed	Week of July 30 -31 thru August 1 - 3
Notification of Apparent Winner(s)/Provisional Award*	Week of August 6, 2012
Estimated Contract Execution Date & Commencement of Engagement	August 13, 2012

DEFINITIONS:

Owner: Entity meaning Oregon Health & Science University (“OHSU”), Portland State University (“PSU”) and Oregon State University (“OSU”)

Oregon University System (“OUS”): Refers jointly to PSU and OSU

Collaborative Life Sciences Building (“CLSB”) and Skourtes Tower: CLSB refers to a building jointly owned by OHSU, PSU and OSU; Skourtes Tower refers to a building owned by OHSU

ATTACHMENTS:

- Attachment A, OHSU Standard Terms and Conditions
- Attachment B, PSU Standard Terms and Conditions
- Attachment C, Drawing Typicals & Pricing Exercise
- Attachment D, Private Office & Workstation Program Requirements
- Attachment E, Diversity Matrix

ESTIMATED CONTRACT TERM:

- Initial CLSB and Skourtes Term; from contract award through project completion, estimated to be March 7, 2014.
- OHSU Individual Master Furniture Agreement Term; OHSU anticipates the contract term will be through the duration of the CLSB/Skourtes project, estimated to end March 7, 2014. Upon completion of the project, the contract will be reevaluated. If a decision is made to renew, the contract will be extended for another five (5) years, pending successful performance appraisals.

Award of Contract is subject to OHSU and Respondent’s ability to agree on contract terms in a timely manner.

The Time Line is an estimate; OHSU reserves the option to modify the Time Line at its discretion.

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B. BACKGROUND & PURPOSE

OHSU is Oregon's only academic medical center and largest research institution. Approximately 2,500 medical, dental, nursing, science and engineering, allied health students are enrolled at OHSU, with another 1,000 people in training programs. OHSU is an Oregon statutory public corporation since 1995.

Additionally, this past fall, Owners broke ground on a unique project which will combine the resources of these nationally respected institutions to benefit all 96,000 square miles of the state. The CLSB will place portions of OHSU, OSU and PSU under one roof. In doing so, the facility will expand partnerships between the universities, expand their teaching facilities, class sizes, research activities and create new employment opportunities.

The 500,000 square foot OHSU/OUS Collaborative Life Sciences Building and OHSU Skourtes Tower will include lecture halls, classrooms, labs, specialty research centers, OHSU School of Dentistry facilities, and offices for health professionals and undergraduate and graduate education involving students and instructors from multiple institutions.

The purpose of this RFP is to procure systems furniture and service for:

1. Dealer services provided to all parties of the Collaborative Life Sciences Building (OHSU, OSU, and PSU), and Skourtes Tower (OHSU). It is anticipated, however, that OHSU and PSU (also representing OSU) will each enter into separate contractual agreements for their specific portions of the procurement. The "split" will be detailed further in the RFP.
2. Upon successful completion of the Collaborative Life Sciences Building and Skourtes Tower projects, this agreement may be extended as the primary provider of dealer services to OHSU (all campuses), as well as the Collaborative Life Sciences Building and Skourtes Tower.

OHSU

Any exceptions to OHSU's Standard Terms and Conditions, Attachment A, must be submitted to the Issuing Office with Respondent's proposal. Respondent's submittal must use "red-line" format with explanation for the company's business or other reason why OHSU's terms and conditions cannot be used. Additional Terms and Conditions may also be added in "red-line" version to OHSU's standard terms and conditions. These exceptions and additions will form the basis for negotiation of any contract resulting from this solicitation.

No additional proposed changes to the OHSU contract terms and conditions will be considered beyond the submission date, June 29, 2012, and during the contract negotiations.

OUS

Upon provisional award, the selected contractor will work directly with PSU to facilitate and enter into an agreement that meets OUS procurement policies for the OUS portion of the procurement.

Further, All Oregon University System (OUS) institutions and other public 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.

C. EXECUTIVE SUMMARY, TABLE OF CONTENTS & SCOPE OF WORK

1. EXECUTIVE SUMMARY

Please provide a limited (two pages or less) Executive Summary, including a brief description of your proposal as outlined in this RFP.

2. TABLE OF CONTENTS

Include a Table of Contents for all categories, including major sections and page numbers. Section numbers must match those indicated in Section G, below. Please number the entire document consecutively, rather than restarting numbering for each section.

3. SCOPE OF WORK

Phase One - Proposal

a) Systems Furniture

Please provide a brief summary of the systems furniture you are proposing. Please address the following specifications:

Required Specifications: (All product proposed must meet or exceed these specifications to be considered.)

- Freestanding
- Modular
- User crank adjustable
- Commercial grade components and finishes
- Sustainable product and/or manufacturing (Describe potential LEED point applications.)
- Finishes must meet OHSU standards (called out in Program Requirements)

Optional Specifications: (All products meeting these specifications will be prioritized.)

- Proposed manufacturer to have the ability to offer reversible work surfaces (finished on both sides) if requested

b) Dealer Services

Team

Provide one page resumes for all team members. Identify their roles and certifications, if applicable. (Examples include executive, primary contact, design, installation & service, administrative support, etc.) Confirm your commitment to the following:

- Your team as indicated in your RFP response will be responsible for all Owner projects.
- In the event of any change in key team members (team executive, primary contact, project manager, etc.) OHSU shall retain the right to interview and approve these new team members.
- Your team shall respond in a timely manner to requests and have representation at project meetings and installations as required.
 - Response Time:
 - Return Call – 24 hours

- Meeting request – 48 hours *If design services are required, a QUALIFIED designer must attend the meeting (salesperson is optional)
- Initial Design Completion – 4 Business Days
- Design Revisions – 2 Business Days
- Quote – 48 hours from approved design
- *Punch List Development - Within 48 hours after walkthru
- *Punch List Closure – within 30 business days after both parties agree who is responsible

**Punch List—A term used to describe an inventory list of all corrections, additions, or deletions to an installation or project which requires an action on the part of the supplier and/or its dealer, installer, etc. to complete. Includes, but not limited, to missing, damaged, mistakenly shipped or incorrect installation parts, components, or whole pieces of furniture as directly related to the original purchase order.*

- Provide contact information for Owner’s designated primary contact, as well as each key team member for the project. Include direct phone line, email address and physical address.
- Provide an organizational chart, including your organization’s leadership structure, key corporate leaders, and those with direct responsibility to Owner per the scope of work in this RFP.
- Describe the degree of commitment your company has made to the academic, research and/or health care industry (for example, years involved, percentage of total sales, other key indicators)
- Describe your company’s approach to customer service and trouble-shooting tactics

Services

- Design Requirements (CLSB/Skourtes Tower) – Dealer design team will be designing every private office and workstation for CLSB/Skourtes Tower. They will be working with the CLSB/Skourtes Tower Design and Owners Team throughout the entire design process. Dealer will provide 2D AutoCAD drawings (and 3D renderings as requested) of every floor. Owner will provide the base AutoCAD drawings for the dealer use. In CLSB/Skourtes Tower, there are many elements that will require specialized design attention, i.e. columns, tight spaces, etc. The private office and workstation typicals provided here are for diagrammatical purposes only and will not be the standard for all offices and workstations.
- Design Requirements (Owner on-going projects) – Fully annotated 2D (and 3D renderings upon request), in Autocad and/or PDF format as requested, for both initial design and all subsequent revisions. Confirm whether or not the dealership is working in, or has the capability to work in, Revit. For reconfigure or “blended” projects, drawings need to clearly identify the locations within the drawings of all existing product to be used. A complete list of all existing inventory and new product is to be provided. Lists should be in Excel or Word format.
- Field verification of all critical measurements taken from architectural drawings.
- Meeting Attendance – Attendance at project meetings, when requested.
- Job Site Representation – On projects of 3+ workstations, dealer representative is to check in at multiple intervals throughout the installation until the completion of the job. Number of site visits to be agreed upon by Owner & dealer.
- Warranty – Dealer shall repair and/or immediately replace without charge (including freight & labor) to Owner any product or part thereof, which proves to be defective or fails within the warranty period as specified.
- Client Interaction – If contacted directly by an Owner department (end user) outside of Owners’ Design & Construction (OHSU) or FAP (PSU) department for systems furniture

and/or services, dealer will notify Design & Construction (OHSU) or FAP (PSU) prior to any services performed. Dealer is not to work directly with end users for systems or casegood furniture unless instructed by Design & Construction (OHSU) or FAP (PSU). If the dealer is sent to meet with end users without a representative from Design & Construction (OHSU) or FAP (PSU), under no circumstances is the dealer to ever discuss pricing with the end user.

- Invoicing – All invoices for Owner projects shall be sent to the appropriate project manager in Design & Construction (OHSU) or FAP (PSU). Invoices are not to be sent directly to Accounts Payable

Design Innovation

In Phase One you will be preparing plans for the Owners' Selection Committee that will demonstrate how innovative, flexible, user-adjustable, and applicable your product is for CLSB/Skourtes Tower and the Owners' organizations.

Owner has provided as Attachments B & C, architectural CAD plans (Attachment C) and Program Requirements (Attachment D), for use in preparing your presentation. For the purposes of this RFP request, your team will be focusing on a private office typical and a 4-Pod of workstations. Based on these plans and the information in Attachments C, please select product and provide plan solutions for these areas as follows:

Private Office:

Provide the following:

- One (1) 8-1/2" x 11", 1/2" scale plan showing a proposed typical office layout
- If the dealer so chooses, you may present an alternate layout for the typical office. If so doing, provide one (1) 8-1/2" x 11", 1/2" scale plan showing the *alternative* version of the typical office

4-Pod Workstation:

- One (1) 8-1/2" x 11", 1/4" scale plan showing a proposed open office layout with *four* workstations
- If the dealer chooses, you may present an alternate layout for the workstations. If so doing, provide one (1) 8-1/2" x 11", 1/4" scale plan showing the alternate proposed open office layout

Finally, please describe in a page, or less, the innovation and flexibility shown in your plan presentation.

Select and present designs that you feel will best demonstrate to OHSU how your team will meet OHSU's requirements and criteria (see Attachment D).

Installation & Service

CLSB/Skourtes Tower is an unusual project in that multiple owners occupy the same spaces (i.e. PSU, OHSU, OUS, etc.). During this installation, as well as the day to day work, the dealer will be asked to perform work in multiple areas for the different owners. Work will often be done at the same time and so careful planning will need to be done to ensure no cross-over in charges and billing. Please describe your experience working with multiple owners in one space. If you do not have this experience, describe the challenges you might expect and how you would provide solutions. At a minimum, please describe how you ensure collaboration with all project stakeholders.

For CLSB/Skourtes Tower, the dealer will be carrying the contract for the furniture installation. On day to day business for OHSU, installation services are typically performed by OHSU's Logistics team. The dealer will be required to work with them as needed on projects. Please identify your installation team, either by including resumes (if employees), or through a partnered proposal. In

the event of a partnership, both firms shall address all questions of the RFP, as is appropriate to their scope of services within the partnership. Partnership and subcontractor relationships should describe relationship structure and past projects. References (requested below) must be able to speak to projects including all firms.

Please describe how your firm addresses the following technical aspects:

- Code compliance (i.e. building, fire, ADA, etc.)
- Site verification
- Inventorying existing furniture
- Receiving, delivery and installation
- Product warranties for specific product
- Warranty replacement procedures
- Quality control process for manufacturer, dealer and installer throughout the design, specifying, quoting, ordering, manufacturing, shipping, receiving, installation and post-installation periods, based on this specific product.
- Time frame for ordering, manufacturing, shipping and installation.

Performance Appraisals

This initial furniture contract for CLSB/Skourtes Tower will extend throughout the duration of the project. The contract will be up for renewal and Owner reserves the right to renegotiate the contract with the successful bidder at that time. If the contract is renewed, OHSU intends to conduct periodic performance appraisals, focused on areas such as customer service, systems thinking, design/cost innovation, quality control, and other factors. In the event that the successful bidder does not meet Owners' requirements, Owner reserves the right to terminate the contract.

Commitment to Diversity

OHSU encourages economic opportunities for local MWESB businesses as well as being supportive of companies that promote such economic growth.

1. **Diversity Commitments:**
 - a) Describe your commitments to diversity and related efforts, including efforts that encourage economic opportunities for minority owned business enterprises, women owned business enterprises, veteran owned and emerging small businesses.
 - b) Describe your company achievements on the diversity of your workforce, recruitment and hiring practices.
 - c) Describe contributions and involvement in the local community. You will be required to certify that you will not discriminate in obtaining any required subcontracts.
2. **Minority, Women, and Emerging Small Businesses (MWESB):** Companies or individuals that meet this criterion will provide appropriate certification or verification with their Proposal.
3. **Women and Minorities.** Describe your company's efforts and successes in recruiting women and minority employees.
4. **Non-Discrimination Verification:** OHSU will not knowingly contract with or procure goods or services with any organization, business entity, or individual that discriminates on the basis of age, disability, national origin, race, marital status, religion, sex, or sexual orientation. Respondents will certify, as part of their proposal that Respondent does not discriminate in obtaining any required subcontracts.

Complete and submit Attachment E.

Phase Two –Interview

Design Innovation

This presentation should give the Selection Committee an opportunity to see and understand your proposed designs. In addition, the presentation should address the flexibility of the proposed product by ***illustrating how the private offices and open office areas can be reconfigured to provide additional*** workstations within the same area. Individual workstation program requirements may be altered, as necessary, to add additional workspaces (the additional workspaces could be for similar positions, or could add smaller workspaces for students, visitors, technicians, etc.). The presentation should provide the Committee with an overview of products and services applicable to this project.

Customer Service

Your presentation must also address your approach to customer service:

- Performance - ability of team to provide service as requested and follow-through based on agreed upon response times.
- Quality Control Guarantee – Drawing and specifying accuracy
- Reputation/References: Dealer, Manufacturer & Installer individual customer service reputation
- Purchasing - standard lead time, quick-ship availability, time required to place, verify and process order.
- Shipping - freight/installation damage management; on-time shipping record; product packaging
- Warranty Issue Resolution

D. PRICING & ANCILLARY PRODUCTS

a) Pricing

OHSU and PSU are ever changing, ever growing organizations. As a result, remodels and new construction are happening on a daily basis. OHSU typically manages upwards of 550,000 sq. ft. of remodel/construction projects per year in addition to new construction. To streamline our processes, standards and pricing shall be set for all products and services. Please describe your ability to provide OHSU with the most favorable pricing available, including an all-inclusive pricing model – no minimum order requirement or other special fees. Any design work for new furniture is to be covered in the price of the furniture. Please provide your hourly design fee for reconfiguration projects where a minimum half of the furniture pieces are existing.

For daily projects, you will be expected to use Owner owned systems furniture first on all work, and order new furniture on an as needed basis. OHSU owned systems furniture is inventoried and stored by OHSU Logistics. For CLSB/Skourtes Tower, all furniture will be purchased new. See the Attachment “B” for the private office typical and workstation 4-Pod to use for the pricing exercise. On a separate line item, include the installation price for CLSB/Skourtes Tower. For CLSB/Skourtes

Tower as well as the OHSU daily business (requested on a per project basis, the installation price is to include receiving, delivery, installation, removal of all containers, trash, and packaging, and cleaning all furniture surfaces after installation. For informational purposes only, the quantities of the offices and workstations for CLSB/Skourtes Tower are listed on Attachment “B”.

All pricing proposed for CLSB/Skourtes Tower is to be set and firm throughout the duration of the project. No increases or escalation to services or products will be accepted unless mutually agreed upon by all of the CLSB/Skourtes Tower Owners and the successful bidder.

Discuss your relationship with the manufacturer as a fully Authorized and/or Preferred Dealer.

b) Ancillary Products

Provide discount percentage off list price for other manufacture lines you carry or have access to that you would like Owner to consider. This should include a minimum discount for all other lines. Provide the discount off list for your TOP 20 lines. In addition, list the manufacturers that you have access to that are on the Novation Contract and Educational & Institutional Contract.

Example for Illustrative Purposes Only	
Manufacturer Line	% off List Price
Keilhauer	50%
Nemschoff	50%
Arcadia	60%
All others sales	60%

E. CRITERIA & EVALUATION

Owners are committed to conducting a fair and impartial selection process. OHSU anticipates the following:

- Step 1: Responses will be evaluated for completeness and compliance with Owners’ stated specifications Owner reserves the right to limit further participation, at its discretion, based upon this evaluation.
- Step 2: Proposal evaluation by Owners’ Evaluation Committee.
- Step 3: One or more finalists may be interviewed prior to final selection. Owner reserves the right, at its discretion, to make a selection(s) based on proposal responses and/or phone interviews.
- Step 4: One or more finalists may be asked to respond to supplemental questions or participate in additional presentations or interviews prior to final selection.
- Step 5: A final decision will be made based on all quantitative and qualitative information available to Owner, including the formats above, as well as OHSU’s internal knowledge and experience.

Scoring Matrix

Category	Score
Executive Proposal Summary	5
Scope of Work	20
Installation	20
Service & Maintenance	20
Warranty	5
Value Added	5
Fees/Pricing	20
Ancillary Products	5
Sub-Total	100
Diversity-*Following Attachment E - Diversity Matrix	
Total	

F. ISSUING OFFICE

The OHSU Contract Services Office is the Issuing Office. It is the sole point of contact for OHSU during the selection process. All Correspondence pertaining to this proposal should be directed to the Issuing Office as indicated below.

Kelly Hartle
Contracts Coordinator
Office: 503.494.8844
Mail Code: MC1040
Email: hartlek@ohsu.edu

Oregon Health & Science University
Logistics Contract Services, MC1040
3930 SW Macadam Avenue
Portland, Oregon 97239

G. PROPOSAL CONTENT & SUBMISSION REQUIREMENTS

Respondents shall format their Proposal by assembling information into an Adobe PDF or Microsoft Word document that is organized as follows. Please utilize a chapter of contents with each chapter corresponding to the appropriate section in this RFP. **Do not submit individual files; OHSU requires one cumulative file.**

- 1: Executive Summary.

- 2: Table of Contents.
- 3: Scope of Work.
- 4: Contract Exceptions.
- 5: Provider's References.
- 6: Diversity Matrix.

Interested Respondents must submit the following to the Issuing Office:

One (1) electronic copy of each proposal. CD-Rom, DVD or USB Memory Stick in PC legible format. (Microsoft Office, Adobe, etc.) The electronic copy should be submitted as a single file organized in accordance with Section "C" above. Additional documents submitted electronically but not part of the single RFP response (brochures etc.) will not be considered. Emailed copies will not be accepted.

Electronic proposals must be enclosed in a sealed envelope plainly marked with the RFP Number and Formal RFP Name, as indicated on Page 1 of this RFP, and the Respondent's formal business name. Respondents will be responsible for actual delivery of proposals during business hours to the Issuing Office. Responses must be received on the designated date or they will be subject to rejection. It will not be sufficient to show that a proposal was mailed in time to be received before the schedule closing time for receipt of proposals. OHSU will not accept responses that are faxed, emailed, are not prepaid or have postage due.

H. ADDITIONAL TERMS

- 5. "Alternative" or Multiple Proposals: Providers may, at their discretion, submit multiple proposals that provide various alternatives. At least one of the proposals must be complete and comply with all instructions of this proposal, with other proposals to be evaluated as variations of this original. The additional proposals may be abbreviated following the same format, providing only that information which differs in any way from the original.
- 6. Response Date: Proposals must be received at the Issuing Office no later than the RFP Proposal Due Date and time, as indicated in the Timeline on Page 1 of this RFP. Proposals that are shipped via Federal Express, Airborne, etc., and received by OHSU's Contracting Services Group by the closing time will be considered. A Postmark prior to the response date and time will not be considered meeting the deadline. Any proposals received after that time will not be considered or opened and will be disposed of.
- 7. Ownership: Ownership of all data, computer code, material, and documentation originated and prepared for OHSU pursuant to this proposal will belong exclusively to OHSU.
- 8. Revisions: In the event it becomes necessary to revise any part of this RFP, addenda and/or clarification will be provided to all Respondents who received the initial proposal. This includes OHSU's prerogative to amend the response date. Addendum and/or clarification will be issued via Email to one Respondent representative only. At the time the Respondent requests the initial RFP document, Respondent will specify a single point of contact for its Respondent.
- 9. Clarification: Any Respondent considering submitting a proposal that has concerns or questions about any part of the RFP, including comments on any specifications which they believe will limit competition, or wishes clarification on any point, must submit them in writing via Email to the Issuing Office no later than the Deadline for Respondent Questions and Request for Clarifications, as indicated in the Timeline on Page 1 of this RFP. Request for Clarification should clearly indicate that they pertain to Pre-Proposal Questions for RFP-2012-1109. OHSU will respond to all requests for clarification in writing via Email to all parties requesting a copy of the proposal. OHSU will not be responsible for any other explanations or interpretations of the proposed documents. In case of any doubt or difference of opinion as to the true

intent of the proposal, and in case of any dispute between the parties under the contract to be entered into hereunder, the decision of the Issuing Office will be final and binding.

10. Modifications: Modifications or corrections of a previously submitted proposal are to be addressed in the same manner as the original proposal and will be considered by OHSU if received prior to the scheduled closing time for receipt of proposals. Oral, telephone, Email or facsimile modifications or corrections will not be recognized or considered.
11. Withdrawals: Proposals may be withdrawn at any time prior to the scheduled closing time for the receipt of proposals. This can be accomplished by written notification on company letterhead signed by an authorized representative or in person upon presentation of appropriate identification. Written requests must be clearly marked "Proposal Withdrawal." Proposals will be effective for a period of sixty (60) days after the scheduled opening date for the proposals.
12. Postponement/Cancellation: OHSU reserves the right to, at its sole discretion, postpone and/or cancel this RFP until further notice. In such instances, OHSU shall provide reasonable notice to interested vendors that such postponement and/or cancellation has been elected by OHSU. Such notice shall not obligate OHSU to continue with the underlying RFP process, nor shall it subject OHSU to damages, of whatever nature, related to such postponement and/or cancellation.
13. Award: The issuance of this RFP does not obligate OHSU to award a contract to any participating vendor or vendors responding thereto. Such award shall be at the sole discretion of OHSU.

14. Confidential or Trade Secret Information

1. Respondents are advised that most documents in the possession of OHSU are considered public records and subject to disclosure under the State Public Records Law (ORS 192.410 & 192.505). An exemption from disclosure is provided for trade secrets. A trade secret is information:
 - a) Which is not patented;
 - b) Known only to a limited number of individuals within a commercial concern who have made efforts to maintain the secrecy of the information;
 - c) Which derives actual or potential economic value from not being disclosed to other persons; and
 - d) Which gives its users the chance to obtain a business advantage over competitors not having the information. See ORS 192.501(2) and ORS 96-0166.461-96-0166.475.
2. If any part of a proposal is considered a trade secret, the Respondent must clearly designate that portion as confidential in order to protect it from disclosure. Simply marking a section "confidential" will not ensure protection. Respondents must be prepared to advance the reasons why the material is a trade secret. Oregon Health and Science University agrees to maintain information, which is a trade secret confidentially to the extent permitted by law.
3. In the event a dissatisfied Respondent or other person seeks copies of a Respondent's trade secret, OHSU will notify the Respondent of the request.
4. In the event the owner of the trade secret does not want the information disclosed, it must agree to indemnify OHSU and hold OHSU harmless against all actions or court proceedings that may ensue, (including attorneys' fees) which seek to order OHSU to disclose the information.

CAUTION: Do not mark your entire proposal confidential. Mark only pages or sections containing trade secrets as confidential.

15. Rejection Clause: OHSU may reject any proposal not in compliance with all prescribed procurement procedures and requirements, and may reject for good cause any or all proposals upon a finding of OHSU that it is in our best interest to do so.

16. Evaluation Committee: An Evaluation Committee composed of various OHSU representatives will evaluate eligible proposals. Committee member names will not be released prior to evaluation committee interviews. Respondents will be advised of how many evaluation committee members will be in attendance for planning purposes. Respondents are strongly cautioned not to contact committee members. Doing so may be grounds for dismissal, and in the event such contact could be construed as solicitation, may be referred to the State of Oregon Attorney General's office. The sole point of contact for this RFP is OHSU's Issuing Office.
17. Method of Award: The Respondent will be selected on the basis of the most competitive offer based on the criteria outlined in the Criteria & Evaluation section.
18. Execution: The successful Respondent will negotiate in good faith and enter into a written contract prepared by OHSU, as indicated in the Timeline on Page 1 of this RFP. If a contract cannot be executed with the awarded Respondent the remaining proposals will be considered and an award may be made from those respondents if it is in the best interest of OHSU.
19. Protests of Contract Award
 1. Any person who has submitted a proposal may protest the award of contract(s). The following process for protesting the award must be followed:
 - a) Filing: All protests must be filed within three (3) business days of the date of the announcement of provisional awards. The protests must be filed with, and received by OHSU's Issuing Office by 4:00 p.m. PST on the third business day following OHSU's notification of award.
 - b) Statement of Protest: All protests must state the basis for the protest in clear terms and provide an alternate the protestor finds acceptable. The basis must be a violation of State or Federal procurement law, rule or regulation that is applicable to this procurement.
 - c) Review by Contracts Officer: The OHSU Contracts Officer will review the protest for meeting the conditions of this section. Accepted protest will be considered on the basis of merit. During the review or reconsideration, the protestor may be asked to clarify or amplify statements or to provide proof of claims or other statements. Any such request must be fully responded to by the protestor within three business days of the request. In the event a protestor fails to respond, the protest will be dismissed and no further protest will be accepted.
 - d) Response to Protest: After consideration of the protest, the OHSU Contracts Office will provide the protestor with a written response that is intended as a complete answer to the protest. OHSU will not amend the RFP during the protest process. OHSU will issue a written ruling on the lawfulness of the award. OHSU reserves the right to reject any and all proposals.
 2. Public Information: All protests are public information and any person may request copies.

End of RFP

OREGON HEALTH & SCIENCE UNIVERSITY
STANDARD PURCHASING TERMS AND CONDITIONS

1. **DEFINITIONS:**

- 1.1. The term "Contract" means the entire written agreement between the parties, including but not limited to the Invitation to Bid or Request for Proposal and its specifications, terms and conditions; solicitation instructions; solicitation addenda and contract amendments, if any; and the purchase order or price agreement document.
- 1.2. "Contractor" means a person or organization with which the Oregon Health & Science University has contracted for the purchase of goods. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS Chapter 72) are synonymous; "ORS" means the Oregon Revised Statutes.

2. **CONFLICTING PROVISIONS:** This Contract and all of the exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provisions in any attachment conflict with the provisions of this Contract, then this Contract shall control, and such conflicting provision shall be deemed removed and replaced with the governing provision herein.

3. **STANDARD AND SPECIAL TERMS AND CONDITIONS.** The terms and conditions printed on this page are standard to Oregon Health & Science University contracts for the purchase of goods. **OHSU ENTERS INTO THIS CONTRACT CONDITIONED UPON ITS TERMS AND CONDITIONS CONTROLLING THE TRANSACTION CONTEMPLATED BY THE PARTIES AND SUPERCEDING ANY AND ALL OTHER TERMS AND CONDITIONS THAT MAY BE ATTACHED TO THIS CONTRACT. BY ACCEPTING PAYMENT FROM OHSU, CONTRACTOR AGREES AND UNDERSTANDS THAT OHSU'S TERMS AND CONDITIONS CONTROL THE TRANSACTION AND SUPERCEDES ANY AND ALL OTHER TERMS AND CONDITIONS CONTRACTOR MAY PUT FORTH. There may also be special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to those Contracts.**

4. **WORKER'S COMPENSATION:** Contractor shall maintain in force at its own expense Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, and as defined by ORS 656.027).

5. **DELIVERY:** All deliveries shall be F.O.B. destination with all transportation and handling charges paid by Contractor, unless specified otherwise in the solicitation documents. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance by OHSU, at which time responsibility shall pass to OHSU except as to latent defects, fraud and Contractor's warranty obligations.

6. **INSPECTIONS:** Goods furnished under this Contract shall be subject to inspection and test by OHSU at times and places as determined by OHSU. If OHSU finds goods furnished to be incomplete or not in compliance with solicitation specifications, OHSU may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, whichever is equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OHSU, OHSU may reject the goods and cancel the Contract in whole or in part. Nothing in this Section shall in any way affect or limit OHSU's rights as a buyer, including, without limitation, the rights and remedies related to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

7. **EXPORT COMPLIANCE.** Contractor represents and warrants that no information, goods or technology shared with OHSU, including the potential principal investigator, pursuant to this Contract shall be considered export controlled goods or technology subject to any of the following:

- 7.1. Trade embargoes administered by the U.S. Treasury Department's Office of Foreign Assets Control and codified at 31 C.F.R. Part 500 *et seq.*; or
- 7.2. The Export Administration Regulations administered by the U.S. Commerce Department's Bureau of Industry and Security and codified at 15 C.F.R. Part 730 *et seq.*; or

7.3. The International Traffic in Arms Regulations administered by the U.S. State Department's Directorate of Defense Trade Controls and codified at 22 C.F.R. Part 120 *et seq.*

8. **SAFETY AND HEALTH REQUIREMENTS:** Goods and services provided under this Contract 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 Worker's Compensation Division.
9. **EXPIRED PRODUCTS:** For consignment inventory, legal title to products maintained in OHSU's stocking area and under OHSU's control shall remain with Provider until removed from OHSU's stocking area for use by OHSU. Legal title to a product will transfer to OHSU at the time the product inner package is opened. Expired product will not be considered as used by OHSU under this Agreement. If OHSU discovers expired product under its control, it will immediately pull and quarantine that product and contact a Provider Representative for replacement product at no cost to OHSU.
10. **HAZARD COMMUNICATION:** In the course of rendering services under this Contract, Contractor shall notify OHSU prior to using products containing hazardous chemicals to which OHSU employees or members of the public may be exposed. Contractor shall provide OHSU with a Material Safety Data Sheet for any goods or services provided under this Contract that may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use. In addition, Contractor must label, tag or otherwise mark such goods. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon request of OHSU or a member of the public, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
11. **REPRESENTATIONS AND WARRANTIES:** Contractor represents and warrants to OHSU, on a continuing basis during the term, the following: (a) if a corporation, Contractor validly exists, is in good standing in the jurisdiction of incorporation and is duly authorized to transact business in the state of Oregon; (b) entering into this Contract and performance hereunder are fully authorized by all necessary corporate action (if applicable), requires no further authorization or consent, and does not violate the terms of any agreement with any third party; (c) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (d) Contractor is the legal and rightful owner of the products or that it is legally licensed and/or authorized to sell and/or distribute the products. All products delivered under this Contract will be free and clear of any and all encumbrances of any kind. Contractor will pass through to OHSU any applicable manufacturer warranties, to the extent transferrable.

Unless otherwise stated, all goods shall be new and the 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 and express warranty provisions of the Uniform Commercial Code (ORS Chapter 72) are hereby incorporated into this Contract. All warranties shall run to OHSU. This Section shall survive termination, cancellation or expiration of this Contract.
12. **CASH DISCOUNT:** If OHSU 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.
13. **PAYMENTS REQUIRED:** For all goods provided under this Contract, Contractor shall: (a) pay promptly, as due, all persons supplying labor or material; (b) not permit any lien or claim to be filed or prosecuted against OHSU; and (c) pay to the Department of Revenue all sums required to be withheld from employees pursuant to ORS 316.167.
14. **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 provided under this Contract, OHSU may pay such claim and charge the amount of the payment against funds due or to become due the Contractor under this Contract. The payment of a claim by OHSU pursuant to this Section 13 shall not relieve the Contractor or its surety, if any, from its obligation with respect to any unpaid claims.

15. **FALSE CLAIMS ACT.** If Contractor is providing services used in the furnishing of Medicaid health services to OHSU in this Contract, Contractor acknowledges that Contractor is aware of the requirements of the False Claims Act ("FCA") and OHSU's policies and procedures for detecting and preventing fraud, waste and abuse. In connection with the work Contractor is performing under this Contract, to the extent required by law, Contractor shall comply with and abide by the FCA and the OHSU policies and procedures related to the FCA.
16. **TAX COMPLIANCE CERTIFICATION:** Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), which to the best of Contractor's knowledge Contractor is not in violation of any of the tax laws described in ORS 305.380(4).
17. **PAYMENT:** Payment is normally made within thirty (30) days following the date the entire order is delivered and accepted or the date the invoice is received, whichever is later. Interest on any overdue payment may only be charged for non-payment after 45 days and is limited to two-thirds of one percent per month (8% APR) on the outstanding balance. Any payments by OHSU are subject to reduction by any applicable withholding required under law.
18. **TERMINATION:** This Contract may be terminated by mutual consent of both parties or by OHSU at its discretion upon 30 days written notice. OHSU may cancel an order for goods, in whole or in part, at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under this Contract as directed by OHSU. If this Contract is so terminated, Contractor shall be paid in accordance with the terms of the Contract for goods delivered and accepted if Contractor's damages arising out of return of goods cannot be mitigated by the resale as provided in the Uniform Commercial Code (ORS 72.7060).
19. **FORCE MAJEURE:** Neither OHSU nor Contractor shall be held responsible for delay or default caused by fire, riot, strike, acts of God or war which is beyond the affected party's reasonable control. The affected party 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 obligations under the Contract. Notwithstanding any other termination provision, either party may terminate this Contract upon written notice to the other party after determining such delay or failure is beyond the control of the party and will reasonably prevent successful performance in accordance with the terms of the Contract. OHSU may terminate this Contract upon written notice after determining such delay or default will reasonably prevent successful performance of this Contract.
20. **BREACH OF CONTRACT:** Should Contractor breach any of the provisions of this Contract, OHSU reserves the right, in addition to other remedies, to cancel this Contract upon written notice to Contractor. Contractor shall be liable for any and all damages suffered by OHSU as the result of Contractor's breach of Contract, including but not limited to incidental and consequential damages, as provided in ORS 72.7110 to 72.7170.
21. **INDEMNITY:** Contractor shall indemnify, defend (with counsel acceptable to OHSU), and hold harmless OHSU and its Board of Directors, officers, employees, and agents from all claims, suits, and actions of any nature arising out of or related to the activities or omissions of Contractor or its subcontractors, officers, employees or agents acting under or in connection with this Contract.

If this Contract is for the purchase of software or licensed products or goods, Contractor shall hold harmless, indemnify and defend any third party claim(s) brought against OHSU relating to infringement of any trademark, copyright, patent, or trade secret or other intellectual property right by a product or good purchased under this Contract ("Product"), and to indemnify OHSU against all damages and costs assessed against OHSU under any such claim or action. In the event (a) a Product is found or believed by Contractor to infringe such a claim or (b) OHSU has been enjoined from using the Product pursuant to an injunction issued by a court of competent jurisdiction, Contractor may, at its option, (i) procure the right for OHSU to use the Product, (ii) replace or modify the Product to avoid infringement; provided, however, that the replacement or modified product performs substantially in compliance with the original specifications at the time of purchase for such product, or, if options (i) or (ii) are not commercially reasonable, then (iii) refund to OHSU the product purchase price upon the return of the original Product. Contractor shall have no obligation for any claim of infringement arising from: OHSU's use of the Product other than in accordance with the product specifications or applicable written Product instructions; use of the

Product with products not manufactured or approved by Contractor; or use of the Product after Contractor has offered OHSU one of the options described herein. The foregoing states the entire liability of Contractor with respect to claims of infringement.

22. INSURANCE:

22.1. Contractor shall maintain in force at its own expense each of the insurances listed below:

(a) Commercial General Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

(b) Automobile Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

(c) Professional Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for damages caused by error, omission or negligent acts related to any professional services to be provided under this Contract. Any self-insured retention or deductible shall not exceed \$25,000 each claim, incident or occurrence.

These insurance policies are to be issued by an insurance company authorized to do business in the State of Oregon, and must also have an A.M. Best rating of A or better. If written on a claims made basis, the commercial general and professional liability insurance shall be maintained for a period of not less than two (2) years following the expiration or termination of this Contract. OHSU and its officers and employees shall be included as an additional insured in these insurance policies. All self-insured retentions or deductibles above \$25,000 must be disclosed and are subject to approval by OHSU.

22.2. Contractor shall maintain in force at its own expense Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, and as defined by ORS 656.027).

22.3. Before work under this Contract is commenced, Contractor shall furnish acceptable certificates of insurance as evidence of insurance coverage required by this Contract to OHSU. The certificate(s) will specify all of the parties who are additional insureds. If requested, Contractor, or its insurer(s) shall provide complete policy copies to OHSU within five (5) business days of the request. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

22.4. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) required by this Contract without thirty (30) days written notice from the Contractor or its insurer(s) to OHSU.

23. **CONFIDENTIALITY:** Contractor acknowledges that OHSU is a public corporation and is subject to the Oregon Public Records Law (ORS 192). Contractor acknowledges that the pricing, discounts, other terms of the purchase and other terms and conditions of this Contract and any of information given by Contractor to OHSU is not confidential and shall also be considered a public record subject to disclosure under the Oregon Public Records Law.

24. **GOVERNING LAW/VENUE: THIS CONTRACT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON WITHOUT REGARD TO ITS RULES OF CONFLICT OF LAWS.** ANY CLAIM, ACTION, OR SUIT BETWEEN OHSU AND CONTRACTOR THAT ARISES OUT OF OR RELATES TO PERFORMANCE OF THIS CONTRACT SHALL BE BROUGHT AND CONDUCTED SOLELY AND EXCLUSIVELY WITHIN THE CIRCUIT COURT FOR MULTNOMAH COUNTY, OREGON. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIM, ACTION OR SUIT MAY BE BROUGHT ONLY IN A FEDERAL FORUM, IT SHALL BE BROUGHT AND CONDUCTED SOLELY AND EXCLUSIVELY WITHIN THE UNITED STATES DISTRICT COURT OF OREGON. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

25. **COMPLIANCE WITH APPLICABLE LAW:** Contractor agrees to comply with all federal, state, county and local laws, ordinances and regulations applicable to the work to be done under this Contract. The Contractor agrees to comply with all federal and state laws prohibiting discrimination on the basis of race, sex, national origin, religion, age, or handicap. Failure or neglect on the part of the Contractor to comply with any or all such laws, ordinances, rules and regulations shall not relieve the Contractor of these obligations nor of the requirements of this Contract. Contractor warrants that it has verified the employment eligibility of all its employees to work in the United States

in accordance with applicable governmental standards including, but not limited to, E-Verify (if applicable to this Contract).

26. **OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS (OFCCP)**

If applicable to this Contract, the requirements of Executive Orders 13496 and 11246 and 41 CFR part 60 are hereby incorporated by reference. Information about EO 11246 can be found at:
<http://www.dol.gov/compliance/guide/discrim.htm>.

27. **FEDERAL AND STATE PROGRAM ELIGIBILITY:** Contractor represents and warrants to OHSU that neither it nor any of its employees or affiliates (a) are excluded from participation or otherwise ineligible to participate in a "federal health care program," as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government payment program ("Excluded") and (b) have arranged or contracted (by employment or otherwise) with any employee, contractor, or agent that Contractor or its affiliate knows or should know is Excluded to provide items or services hereunder. In the event Contractor or one of its employees or affiliates is Excluded during the term of this Contract, Contractor will notify OHSU in writing within three (3) days after such event. Whether or not such notice is given to OHSU, OHSU may immediately terminate this Contract upon written notice to Contractor and OHSU shall have no responsibility to pay for any services from the date Contractor was Excluded or ineligible from participation.

28. **NO REQUIREMENTS OR INDUCEMENTS TO REFER.** It is not a purpose of this Contract to induce the referral of patients. The parties acknowledge and agree that there is no requirement under this Contract or any other agreement or arrangement between OHSU and Contractor that either party refer any patient to the other party for products or services. The parties acknowledge and agree that no payment under this Contract is in return for the referral of patients or for the purchasing, leasing or ordering of any products or supplies. The terms and conditions of this Contract represent the result of arms-length negotiations between unaffiliated parties and no terms or payments have been determined in a manner which takes into account the volume or value or business generated or to be generated between the parties. The parties acknowledge and agree that the relationship and arrangement between OHSU and Contractor does not involve the counseling or promotion of a business arrangement or other activity that violates any federal, state or local law, including but not limited to state and federal anti-kickback laws and laws relating to physician self-referrals, and the activities to be performed under this Contract do not and will not exceed those that are reasonably necessary to accomplish the commercially reasonable business purposes and the legitimate educational/research purposes of this arrangement.

29. **ANTIKICKBACK DISCLAIMER** For purposes of this Contract, and unless otherwise specifically provided herein, Contractor acknowledges and agrees that (i) the Hospital Logistics Department at OHSU is the only authorized purchaser with which Contractor may contact and negotiate sales for its product(s) at OHSU ; (ii) OHSU employees not part of and not working under the Hospital Logistics Department are not agents of OHSU and do not have the authority to authorize or bind OHSU in any way for any purchase of Contractor's product(s). Contractor shall contact the Hospital Logistics Department at OHSU for any sale or purchase of its product(s), and Contractor acknowledges and agrees the foregoing is a material term of this contract and a condition precedent to OHSU's performance obligations under this Contract with respect to any sale or purchase that does not comply with the foregoing. If Contractor breaches this material term, OHSU may, in addition to all other remedies available to it and without waiving any rights thereto, elect to have no liability to pay for such product that fails to comply with the foregoing. If OHSU elects not to pay for new product that did not get prior approval from the Hospital Logistics Department, then OHSU agrees it shall not seek reimbursement from Medicare or Medicaid for that product.

30. **PARKING AND TRANSPORTATION:** If Contractor, its agents, employees, or approved subcontractors shall be performing this Contract on OHSU property, Contractor shall contact OHSU's Parking and Transportation Services Department to arrange for proper parking permits and shall be responsible for all fees incurred, unless otherwise provided for in this Contract. Contractor and its agents, employees and approved subcontractors shall adhere to OHSU policies related to parking on OHSU's campus and Contractor is liable for, and shall promptly pay, all parking costs, including any parking permit fees, fines or any other parking related costs. In no event shall OHSU be responsible for any parking related costs.

31. **CONTRACTOR STAFF AND USE OF OHSU FACILITIES AND/OR OHSU NETWORK.** If applicable, Contractor agrees that all Contractor staff performing any services at any OHSU facility or using any Virtual Private Network (VPN) connection to gain access to OHSU's Network to provide services shall comply with all applicable OHSU policies, including but not limited to, requirements regarding background, criminal history checks, and complete any training required by OHSU. Contractor and its employees or agents shall have the right to use only those facilities of OHSU and/or portions of the OHSU Network that are necessary to perform the services under this Contract and shall have no right of access to any other facility of OHSU or portions of the OHSU Network without prior approval of OHSU management or OHSU ITG, as applicable. If at an OHSU facility, OHSU shall have no responsibility for the loss, theft, disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of Contractor or its employees, subcontractors, or agents that may be stored or located on OHSU premises. If accessing the OHSU Network via VPN access, OHSU shall have no responsibility relating to the delay, failure, interruption or corruption of any data or other information in connection with Contractor's use of OHSU's Network.
32. **DISPUTE RESOLUTION:** OHSU and Contractor agree to first enter into negotiations to resolve any controversy, claim or dispute ("dispute") arising under or related to this Contract. The parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time. If good faith negotiations are unsuccessful, then such dispute will be mediated by a mutually-acceptable mediator to be chosen by the parties within fifteen (15) business days after written notice by one of the parties demanding mediation. Neither party may unreasonably withhold consent to the selection of the mediator. The parties agree to share the cost of the mediation equally. Such mediation will take place in Portland, Oregon. If the dispute cannot be resolved by the parties through negotiation or mediation within forty-five (45) days of the date of the initial demand for mediation by one of the parties, then either party may seek resolution of the dispute as otherwise provided in this Contract and by law.
33. **ATTORNEY FEES.** In the event any litigation or dispute between OHSU and Contractor arises out of or in connection with this Contract, each party shall pay their own attorneys fees associated with any such proceeding.
34. **TIME IS OF THE ESSENCE.** Time is of the essence in Contractor's performance of each and every obligation under this Contract. If no milestones are specified in this Contract, Contractor shall perform its obligations hereunder as if time is of the essence.
35. **ASSIGNMENT; SUCCESSORS IN INTEREST:** Contractor shall not assign or transfer any of its interests or rights nor delegate its obligations under this Contract, in whole or in part, without the prior written consent of an authorized representative of OHSU. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee or assignee shall be considered the agent of the Contractor. Contractor shall remain liable to OHSU under the Contract as if no such assignment or transfer has occurred. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contractor and their respective successors and assigns.
36. **SUBCONTRACTORS.** Contractor shall not assign or transfer any of its interests or rights nor delegate its obligations under this Contract, in whole or in part, without the prior written consent of an authorized representative of OHSU. No such written approval shall relieve Contractor of any obligations of this Contract and Contractor shall remain liable to OHSU under the Contract as if no such subcontract has occurred. Contractor may not request OHSU's approval of any subcontractor without first ensuring that such subcontractor is not Excluded from participation as set forth in Section 27. Any approved subcontractor shall be considered the agent of Contractor and Contractor shall ensure any such subcontractor's compliance with any and all of the terms and conditions of this Contract.
37. **HIPAA / Business Associate Requirements.** The parties agree that to the extent Contractor is functioning as a Business Associate of OHSU, a Covered Entity, the provisions of this Section 37 shall apply. All capitalized terms used in this Section 37 without definition have the meanings assigned to them in the Health Insurance Portability and Accountability Act and regulations promulgated pursuant thereto ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 ("ARRA"). For purposes of this Section 37, Contractor shall be called "Business

Associate” and OHSU shall be called “Covered Entity”.

- 37.1. Business Associate will comply with the HIPAA and HITECH Business Associate Provisions, as they are amended from time to time, and with the obligations of a Business Associate as proscribed by HIPAA and its regulations, as amended from time to time, and the HITECH Act and its regulations, as amended from time to time, commencing on the Applicable Effective Date of each such provision.
- 37.2. Business Associate will use and disclose Individually Identifiable Health Information received from, or created or received by Business Associate on behalf of, Covered Entity in the course of its performance under this Contract (“PHI”) only as required for such performance, as permitted herein or as required by law, and Business Associate will use all appropriate safeguards to prevent any use or disclosure of PHI other than as allowed in this Contract. All PHI (in whatever form) is the exclusive property of Covered Entity.
- 37.3. Business Associate shall not, and shall ensure that its directors, officers, employees, contractors and agents (collectively, “Business Associate Representatives”) do not, use or disclose PHI in any manner constituting a violation of 45 CFR §160 and 164 (“Privacy Standards”) if done by Covered Entity.
- 37.4. Business Associate agrees that any request to Covered Entity for disclosure of PHI shall be limited to the minimum necessary to accomplish Business Associate’s purpose under this Contract, in accordance with HITECH Act §13405(b).
- 37.5. Business Associate shall ensure that each of the Business Associate Representatives having access to PHI, agree to comply with the restrictions and conditions of this Section 37.
- 37.6. If Business Associate maintains Records for Covered Entity that are a part of Covered Entity’s Designated Record Set (“DRS”), Business Associate will: (i) within ten (10) days of a request from Covered Entity for access to an individual’s PHI contained in the DRS, provide copies of such PHI to Covered Entity; (ii) within ten (10) days of a request from Covered Entity for an amendment of an identified individual’s PHI in a DRS, make available the PHI for amendment and incorporate such amendment into PHI maintained by Business Associate as required by the Privacy Standards; and (iii) within five (5) days of Business Associate’s receipt from an individual of a request for access to PHI or for an amendment of PHI, forward that request to Covered Entity in writing. If Business Associate maintains an electronic health record containing PHI created for or obtained from Covered Entity that is part of Covered Entity’s Designated Record Set, Business Associate shall provide Covered Entity a copy of such information in an electronic format, as provided for in HITECH Act §13405(e), when an individual has made such a request of the Covered Entity that would apply to PHI maintained by Business Associate.
- 37.7. Within ten (10) days of notice from Covered Entity that Covered Entity has received a request for an accounting of disclosures of an individual’s PHI, Business Associate shall make available to Covered Entity such information in Business Associate’s possession and as necessary for Covered Entity to make the accounting required by 45 CFR §164.528, including: (i) the date of the disclosure occurring after April 16, 2003, but no more than six (6) years prior to the date of the request, (ii) the name and if known the address of the entity or person who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of the disclosure, (collectively, “Disclosure Information”). If the request for an accounting of disclosures of PHI is delivered to Business Associate, then Business Associate shall within five (5) business days of receipt, forward such request to Covered Entity. Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this subsection 37.7 and shall maintain a record of Disclosure Information for a period of six (6) years from the date of each disclosure. Business Associate may elect to satisfy its obligations under this subsection 37.7. by entering the information required by this subsection 36.7 directly into an Covered Entity web-based accounting-of-disclosures tool (“Accounting of Disclosures System”). To so elect, Business Associate must contact the Covered Entity Privacy Officer at (503-494-8849), obtain access to the Accounting of Disclosures System and thereafter input into that system, all information required under this subsection 37.7 in conformance with instructions provided by Covered Entity.
- 37.8. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining Covered Entity’s compliance with the Privacy Standards.
- 37.9. Compliance with Security Regulations. With respect to any electronic PHI that Business Associate creates, receives, maintains, or transmits, Business Associate shall:
 - 37.9.1. Implement Administrative Safeguards, Physical Safeguards and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI, as required by the Security Standards;

- 37.9.2. Ensure that any agent, including a subcontractor, to whom it provides such electronic PHI agrees to implement reasonable and appropriate safeguards to protect it;
- 37.9.3. Report to Covered Entity any attempted or successful unauthorized access, use, disclosure, modification, or destruction of electronic PHI, or interference with system operations in an Information System, of which it becomes aware; and
- 37.9.4. Authorize termination of the Existing Agreements, if Covered Entity determines that Business Associate has violated a material term of this Contract.
- 37.9.5. Comply with provisions of the HIPAA Security Rule, defined in HITECH Act §13401(a);
- 37.10. Breach Notification Requirements. Business Associate shall report any Breach of Unsecured PHI (as those terms are defined in 45 C.F.R. §164.402, including all of its subsections) to Covered Entity immediately after the first day on which such breach is known to Business Associate or Business Associate's employee, officer, or other agent (excepting the individual committing the breach) or, by exercising reasonable diligence, would have been known to the Business Associate, Business Associate's employee, officer, or other agent (excepting the individual committing the breach). Business Associate shall not contact any individuals suspected to be effected by the Breach without prior written approval of Covered Entity.
 - 37.10.1. Such notice shall be sent to: Information, Security and Privacy Office, Oregon Health & Science University, 2525 SW 1st Ave, Suite 140, Portland, OR 97201-4753.
 - 37.10.2. Within fifteen (15) calendar days, Business Associate shall provide the following to Covered Entity in writing, to the extent such information is known to the Business Associate acting with reasonable due diligence:
 - 37.10.2.1. The identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;
 - 37.10.2.2. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 37.10.2.3. A description of the types of Unsecured PHI that were involved in the Breach (e.g., full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information that was involved);
 - 37.10.2.4. Any steps the individual should take to protect themselves from potential harm resulting from the Breach; and
 - 37.10.2.5. A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against further Breaches.
 - 37.10.3. If any of the information in Section 37.10.2 is not available, Business Associate shall provide such information to Covered Entity as promptly thereafter as information becomes available.
 - 37.10.4. If a Law Enforcement Official (as that term is defined in 45 C.F.R. §164.103) states to the Business Associate that any notification required under 45 CFR §§164.404 to 164.410 would impede a criminal investigation or cause damage to national security, the Business Associate shall:
 - 37.10.4.1. If the statement from the Law Enforcement Official is in writing and specified the time for which a delay is required, delay such notification, notice, or posting for the time period specified by the Law Enforcement Official; or
 - 37.10.4.2. If the statement from the Law Enforcement Official is made orally, document the statement, including the identity of the Law Enforcement Official making the statement, and delay the notification, notice or posting temporarily and no longer than thirty (30) days from the date of the oral statement, unless a written statement is submitted during that time (in which case Section 36.10.3) shall apply).
 - 37.10.5. For any notification regarding the Breach of Unsecured PHI caused by Business Associate that Covered Entity is required to provide pursuant to 45 C.F.R. §§ 164.404 – 164.408, Business Associate shall reimburse Covered Entity for all costs associated with Covered Entity's obligation of notifying patients, the government, and the media of a breach where the PHI was maintained, used, or disclosed by the Business Associate when the breach occurred.
- 37.11. Business Associate shall comply with the following:
 - 37.11.1. Requests for restrictions on use or disclosure to health plans for payment or health care operations purposes when the provider has been paid out of pocket in full consistent with HITECH Act §13405(a);

- 37.11.2. The prohibition on receiving remuneration for certain communications that fall within the exceptions to Marketing (as defined in 45 C.F.R. §164.501) unless permitted by the Agreement, HIPAA, and HITECH Act §13406.
- 37.12. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual, unless:
- 37.12.1. Covered Entity obtained in accordance with 45 C.F.R. §164.508, a valid authorization from the individual that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the PHI of that individual; or
- 37.12.2. Any of the exceptions listed in HITECH Act §13405(d)(2) apply.
- 37.12.3. The parties agree any of the regulations promulgated by the Secretary pursuant to HITECH Act §13405(d)(3) shall automatically be incorporated into, and apply as of the Applicable Effective Date, to this Section 37.
- 37.13. If Business Associate obtains or creates PHI pursuant to a written contract (or other written arrangement) described in 45 C.F.R. §164.502(e)(2) with Covered Entity, Business Associate may use and disclose such PHI only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 C.F.R. §164.501(e). The additional HIPAA requirements that relate to privacy and that are made applicable with respect to covered entities shall also be applicable to Business Associate; provide, however, that in applying 45 C.F.R. §164.504(e)(1)(ii) each reference to Business Associate, with respect to such contract, shall be treated as a reference to Covered Entity.
- 37.14. Covered Entity may terminate this contract upon ten (10) days written notice to Business Associate if Covered Entity determines, in its sole discretion that Business Associate has violated a material term of this Section 36 and such breach is not cured within such ten (10) day period. Upon termination of this contract for any reason, Business Associate shall either return or destroy all PHI maintained by Business Associate in any form retaining no copies. If the return or destruction is not feasible, Business Associate shall extend the protections of this Section 37 to such PHI and such PHI shall be used or disclosed solely for such purpose(s) that make the return or destruction of such PHI infeasible.
- 37.15. Notwithstanding any limitation on damages contained herein, Business Associate shall indemnify and hold Covered Entity, its directors, officers, employees, agents, and subcontractors ("Indemnified Party") harmless from and against any and all actual losses, liabilities, fines, penalties, costs and expenses (including reasonable attorneys' fees) arising out of or related to a breach of this Section 37 that is directly attributable to Business Associate. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Section 37 for any reason.
- 37.16. Business Associate shall be responsible for the full cost of all civil and criminal penalties assessed upon Business Associate or upon Covered Entity as a result of the failure of Business Associate, its officers, directors, employees, or agents to comply with this Section 37 or any requirement imposed upon Business Associate through HIPAA, HITECH, or ARRA, as amended from time to time, and including any regulations to those laws, as amended from time to time. This obligation shall survive the expiration or termination of this Contract for any reason.
- 37.17. Business Associate agrees to amend this Agreement as necessary to allow each party to comply with (i) the Privacy Standards, (ii) the Standards for Electronic Transactions (45 CFR parts 160 and 162) and (iii) the Security Standards, (collectively, the "Standards"), as they are amended from time to time by the Secretary. Specifically, Business Associate agrees that Title XIII of the American Recovery and Reinvestment Act of 2009 ("ARRA"), called the Health Information Technology for Economic and Clinical Health ("HITECH") Act, which codifies and expands on many of the requirements promulgated by the Department of Health & Humans Services pursuant to HIPAA, shall automatically apply to Business Associate and this Contract as applicable upon becoming effective without requiring an amendment to this Contract, notwithstanding any other provision requiring such amendment herein.
- 37.18. The terms and conditions of this Section 37 shall supersede any conflicting or inconsistent terms in this Contract.
38. **THIRD PARTY BENEFICIARIES.** OHSU and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, directly or indirectly, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

39. **PUBLICITY.** Neither Party will use the name, image, trade or service marks, landmarks, monuments, likeness, logos or any other distinguishing feature of the other Party or any employee of the other Party in any press release, general publication, advertising, marketing, promotional or sales literature ("*Releases*"), in each case without the prior written consent of an authorized representative of the other Party.
40. **NOTICES AND REPRESENTATIVES.** All notices or other communications given hereunder shall be in writing, shall be signed by an officer of the Party sending such notice or other communication, and shall be delivered by hand, by overnight courier, by electronic mail or by facsimile with all delivery charges prepaid and addressed to the respective parties at their respective places of business as identified in the signature block of this Contract or to such another location as designated by notice given in accordance with this Section. Notice shall be considered given and effective (i) upon delivery if personally delivered, (ii) if sent by registered or certified mail or overnight courier as described above, upon the date the return receipt or courier documentation shows the notice or communication was accepted, refused or returned undeliverable, or (iii) if sent via electronic mail or facsimile, as of the date stamp of that notice or communication.
41. **DIVERSITY:** Contractor acknowledges that OHSU represents it: (i) is committed to diversity within OHSU and within our community, (ii) is committed to developing business relationships that encourage affirmative action and the participation of emerging small businesses and businesses owned by women and minorities, and (iii) encourages and supports the development of minority business enterprises, women business enterprises, and emerging small businesses that meet high quality standards by offering business opportunities available through OHSU contracts.
- In order to show that OHSU values and supports diversity efforts in its contracting partners, OHSU may request information from Contractor about its diversity related efforts and programs. If possible, when requested, Contractor shall provide such information to OHSU.
42. **RECYCLABLE PRODUCTS:** Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this Contract. Contractor shall specify the minimum percentage of recycled product in the goods provided.
43. **CONFLICT OF INTEREST:** Contractor acknowledges that OHSU uses ethical business practices in its vendor selection and other contracting practices and that OHSU does not take into account any gifts or sponsorship provided by Contractor or vendors. Contractor certifies that neither it nor its employees or agents have, with and intent to establish or maintain a business relationship with OHSU, provided any gift or sponsorship having more than minimal value: (i) to any person working on behalf of OHSU involved in the negotiation of the Contract; (ii) to any OHSU Department or unit procuring items or services under this Contract; or (iii) to any person with authority on behalf of OHSU to enter into the Contract.
44. **AMENDMENTS:** The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval by an authorized representative of OHSU.
45. **SEVERABILITY:** In the event that any provision of this Contract is rendered invalid or unenforceable by any law or regulation, or declared null and void by any court of competent jurisdiction, that part shall be reformed, if possible, to conform to law and if reformation is not possible, that part shall be deleted, the remainder of the provisions of this Contract shall, subject to this Section, remain in full force and effect.
46. **WAIVER:** The failure of OHSU to enforce any provision of this Contract shall not constitute a waiver by OHSU of that or any other provision.
47. **SURVIVAL OF TERMS:** Termination of this Contract and/or the passage of the Contract expiration date (as recorded on the face of the Contract) shall not extinguish or prejudice OHSU's right to enforce this Contract with respect to any default or defect in performance that has not been cured, any rights or remedies under any warranties, or OHSU's right to indemnity under this Contract.

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

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SUPPLEMENTAL TERMS AND CONDITIONS FOR THE PURCHASE OF MEDICAL DEVICES

1. DEFINITIONS:
 - a. A "medical device" is an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is:
 - i. recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them,
 - ii. intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in man or other animals, or
 - iii. intended to affect the structure or any function of the body of man or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of man or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.
2. OREGON ELECTRICAL REQUIREMENTS. All applicable equipment provided to OHSU must be listed by a Nationally Recognized Testing Laboratory (NRTL) or be inspected and approved by a testing laboratory approved by the State of Oregon Electrical and Elevator Board as meeting the requirements for electrical safety as required by Oregon Revised Statutes 479.510 through 479.855 and Oregon Administrative Rules. Upon request by OHSU, documentation of this listing will be provided with such equipment's quote and/or upon delivery.
3. SERVICE AND MAINTENANCE DOCUMENTS. Any and all documents available and/or required for service and maintenance of equipment provided to OHSU will be included with such equipment at delivery at no additional cost or requirement. Reference NFPA 99, 2005 edition, section 10.2.8.1. Electronic copies are preferred.
4. SPECIALIZED TRAINING REQUIRED. OHSU understands that additional or specialized training above and beyond normal safety and operational in-service training may be required for physicians, technical, or nursing staff. Unless the parties have agreed otherwise, this specialized training will be provided at no charge to OHSU either before or at the time of installation. Training must be complete before the equipment will be clinically accepted by OHSU. If there will be a fee for specialized training, Contractor will provide an itemized breakdown of all costs and expenses associated with the training program. The itemized breakdown should include any honorariums paid to physicians, cost of supplies provided, expenses and salaries of staff needed for the training program, cost of facilities, and any other anticipated costs. The itemized breakdown of costs must be provided as part of the final purchase order.
5. BIOMEDICAL ENGINEERING TRAINING. With this purchase, Contractor will provide comprehensive training on preventative maintenance, repair and troubleshooting of the equipment. Training for a minimum of two (2) individuals will be provided at no charge to OHSU. Contractor will provide manuals, schematics, diagnostic software and other necessary materials for all training participants. Upon installation of enhancements or upgrades, Contractor will provide additional training at no charge to OHSU.
6. RESPONSE TIME GUARANTEE. Due to the clinical nature of this product, response time to service problems is an important factor in our choice of product. Therefore, OHSU requires that the Contractor provide the following information:
 - a. Service phone number
 - b. Whether this is a national service dispatcher or local office.
 - c. Hours the number will be in service for Pacific Standard Time.
 - d. Average phone and on-site response time to OHSU.
 - e. Guaranteed phone and on-site response time to OHSU.
7. DIAGNOSTIC SOFTWARE. This condition applies only if the equipment is computer-based with disk or tape loading capabilities. The Contractor agrees that equipment purchased by OHSU for which a software license agreement is required for proprietary computer programs, the license will include diagnostic maintenance software as well as the routine operating software. This is to allow OHSU to verify actual equipment failure and components involved before service is performed. The capability to use diagnostic programs will reduce the number of unnecessary service calls due to operator error and protect OHSU's investment in cases where Contractor is no longer available to service the equipment.

PORTLAND STATE UNIVERSITY
STANDARD TERMS & CONDITIONS FOR GOODS and SERVICES

DEFINITIONS:

"Contract" means the entire written agreement between the parties, including but not limited to the Invitation to Bid or Request for Proposal and its specifications, terms and conditions; solicitation addenda and contract amendments, if any; and the purchase order or price agreement document;

"Contractor" means a person or organization with whom Portland State University (PSU) has contracted for the provision of goods pursuant to this Contract. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS chapter 72) are synonymous;

"OARS" means the Administrative Rules adopted by the State of Oregon Board of Higher Education and PSU.

"ORS" means the Oregon Revised Statutes;

"PSU" means the State Board of Higher Education acting by and through Portland State University and is synonymous with "Buyer" as used in ORS chapter 72. "PSU" also means other parties to the Contract if the purchase is being made under a cooperative agreement; and hereafter may be identified as "University", "PSU" or "Portland State University";

AMENDMENTS: The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of PSU.

ACCESS TO RECORDS: Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this contract. University, the Oregon University System, the Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purpose of making audit, examination excerpts, and transcripts. Such books and records shall be maintained by Contractor for six (6) years or such different period as may be authorized by law, from the date of contract expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of this contract and for any commitments or expenditures in excess of amounts authorized by University.

ASSIGNMENT/SUBCONTRACT/SUCCESSORS: Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the PSU Procurement and Contracting Department. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable to PSU under the Contract as if no such assignment, transfer, or subcontract had occurred.

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

AWARD TO FOREIGN CONTRACTOR: If the amount of this Contract exceeds \$10,000 and 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 Secretary of State Corporation Division, all information required by those agencies relative to this Contract. PSU shall withhold final payment under this Contract until Contractor has met this requirement.

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

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.

COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act, 42 USC §12100 et seq., ORS 659.425 and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of Contractor to comply with any or all such laws, ordinances,

rules, and regulations shall not relieve Contractor of these obligations nor of the requirements of this Contract.

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

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 ("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

CONSIDERATION:

- a) Contractor shall not exceed and the University will not pay any amount in excess of the maximum compensation amount set forth on the face of the contract. If this maximum compensation amount is increased by amendment of this contract, the amendment must be fully executed before Contractor performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this contract.
- b) Interim payments may be made to the Contractor if authorized in the statement of work.

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

DELIVERY: All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in the solicitation documents. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to PSU except as to latent defects, fraud and Contractor's warranty obligations.

EXCLUDED PARTIES: If federal funds are used for this procurement, Contractor certifies that they are not excluded from doing business with the federal government as identified on Excluded Parties List System.

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

GOVERNING LAW: This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, or suit between PSU and Contractor that arises out of or relates to performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Multnomah County, for the State of Oregon. Provided, however that if any such claim, action, or suit may be brought only in federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts.

GOVERNMENT EMPLOYMENT STATUS: If this payment is to be charged against Federal funds, the Contractor certifies that it is not currently employed by the Federal Government.

HAZARD COMMUNICATION: Contractor shall notify University prior to using products containing hazardous chemicals to which University employees may be exposed. Products containing hazardous chemicals are those products defined by Occupational Safety and Health Administration's (OSHA) Hazard Communication Standard (1910 et seq) and in the Occupational Safety and Health Act. Upon University's request, Contractor shall immediately provide Materials Safety Data Sheets (MSDS), for the products subject to this provision.

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 (at PSU's request and with legal counsel acceptable to PSU), indemnify, and hold harmless the Oregon University System, the State Board of Higher Education, PSU, and their officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities or omissions of Contractor or its officers, employees, subcontractors, or agents acting under this agreement.

INDEPENDENT CONTRACTOR STATUS: The services to be rendered under this contract are those of an independent contractor. Contractor is not to be considered an agent or employee of University for any purpose and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that University provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this contract.

INSURANCE: Contractor shall maintain in force at its own expense each of the insurances listed below:

(a) Commercial General Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

(b) Automobile Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

(c) Professional Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for damages caused by error, omission or negligent acts related to any professional services to be provided under this Contract. Any self-insured retention or deductible shall not exceed \$25,000 each claim, incident or occurrence.

These insurance policies are to be issued by an insurance company authorized to do business in the State of Oregon, and must also have an A.M. Best rating of A or better. If written on a claims made basis, the commercial general and professional liability insurance shall be maintained for a period of not less than two (2) years following the expiration or termination of this Contract. PSU and its officers and employees shall be included as an additional insured in these insurance policies. All self-insured retentions or deductibles above \$25,000 must be disclosed and are subject to approval by PSU.

Contractor shall maintain in force at its own expense Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, and as defined by ORS 656.027).

Before work under this Contract is commenced, Contractor shall furnish acceptable certificates of insurance as evidence of insurance coverage required by this Contract to PSU. The certificate(s) will specify all of the parties who are additional insureds. If requested, Contractor, or its insurer(s) shall provide complete policy copies to PSU within five (5) business days of the request. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) required by this Contract without thirty (30) days written notice from the Contractor or its insurer(s) to PSU.

INSPECTIONS: Goods furnished under this Contract shall be subject to inspection and test by PSU at times and places determined by PSU. If PSU finds goods furnished to be incomplete or not in compliance with the Contract, PSU, at its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to PSU at a reduced price, whichever PSU deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by PSU, PSU may reject the goods and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit PSU's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

NOTICES: Any notice pursuant to this Contract shall be validly given if in writing and sent by registered or certified mail, postage prepaid, or by email, to the respective addressees of Contractor and PSU.

OWNERSHIP OF WORK PRODUCT: All work product of Contractor that results from this Contract (the Work Product) is the exclusive property of University. University 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 University may reasonably request in order to fully vest such rights in University. 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.

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

PAYMENT OF CONTRACTOR'S OBLIGATIONS: Contractor agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the provision of the work provided in this Contract; pay all contributions or amounts due the industrial accident insurance provider from such Contractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate PSU official may pay such claim and charge the amount of the payment against funds due or to become due to the Contractor under this Contract. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety, if any, of obligations with respect to any unpaid claims.

RECYCLABLE PRODUCTS: Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this Contract. Contractor shall specify the minimum percentage of recycled product in the goods provided.

SAFETY AND HEALTH REQUIREMENTS: Goods supplied under this Contract shall comply with all federal Occupational Safety and Health Admin. (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division.

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

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

STANDARD AND SPECIAL TERMS AND CONDITIONS; ORDER OF PRECEDENCE: These Standard Terms and Conditions are for contracts for the purchase of goods and services. PSU may also provide "special terms and conditions" elsewhere in the Contract which apply only to this Contract. Whenever possible, all terms and conditions are to be integrated. In the event of a conflict between the standard and "special terms and conditions", the "special terms and conditions" take precedence, unless the standard terms in question are required by law. In the event of any other conflict: 1) the special terms and conditions, 2) these Standard Terms and Conditions, 3) the Invitation to Bid or Request for Proposal, and 4) the proposal or response thereto shall be interpreted in the foregoing order of precedence. By signing this Contract, the Contractor agrees that, in the event of a conflict, all the terms and conditions of this Contract supersede all preprinted terms and conditions on any forms used by the Contractor.

TAX COMPLIANCE CERTIFICATION. Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4). The tax laws described in ORS 305.380(4) are those imposed by ORS chapters 118, 314, 316, 317, 318, 320, 321, and 323, and sections 10 to 20, chapter 533, Oregon Laws 1981, as amended by chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

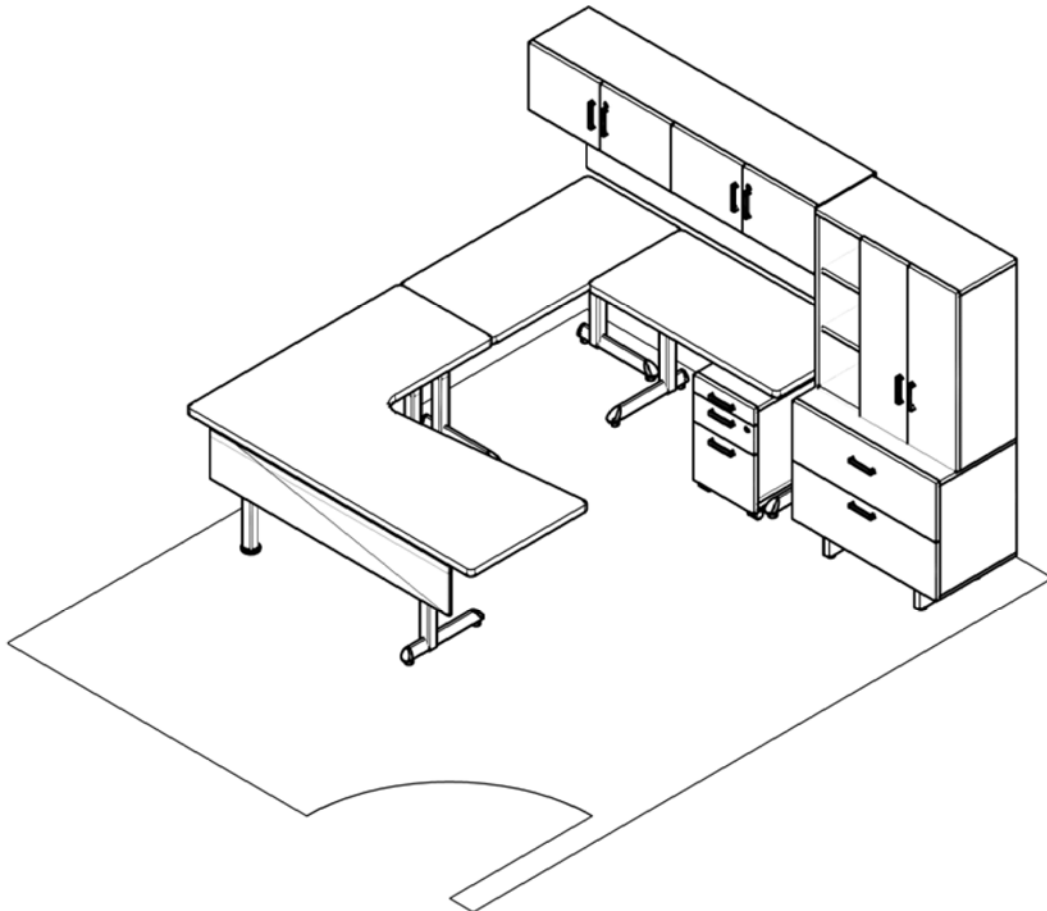
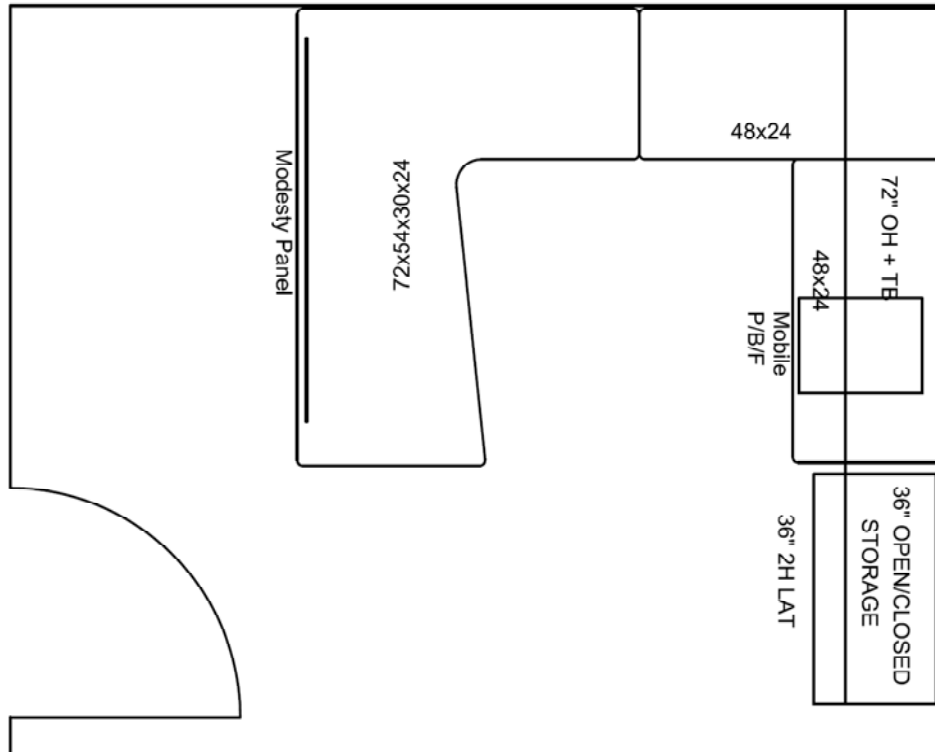
TERMINATION: This Contract may be terminated at any time by mutual consent of both parties, or by PSU at its discretion. If sufficient funds are not provided in future legislatively approved budgets of PSU (or from applicable federal, state or other sources) to permit PSU, in the exercise of its reasonable administration discretion, to continue this Contract, or if PSU or the program from which this Contract was executed is abolished, PSU may terminate this Contract without further liability upon delivery of notice to Contractor. This Contract may also be terminated by PSU for default (including breach of contract) if (a) Contractor fails to provide goods or services called for by this contract within the time specified, or (b) Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of the Contract in accordance with these terms, and after receipt of written notice from PSU, fails to correct such failures within ten days. The rights and remedies of PSU provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by or under this Contract. Contractor shall be liable for any and all damages incidental and consequential, as provided in ORS 72.7110 to 72.7170, suffered by PSU as the result of Contractor's breach of contract. PSU shall have any and all remedies provided under the Uniform Commercial Code (ORS chapter 72) in the event of a breach of contract by Contractor. In the event of repeated breach of public and/or private contracts, Contractor shall be subject to disqualification as bidder on PSU contracts.

WAIVER: Failure of PSU to enforce any provisions of this Contract shall not constitute a waiver or relinquishment by PSU of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

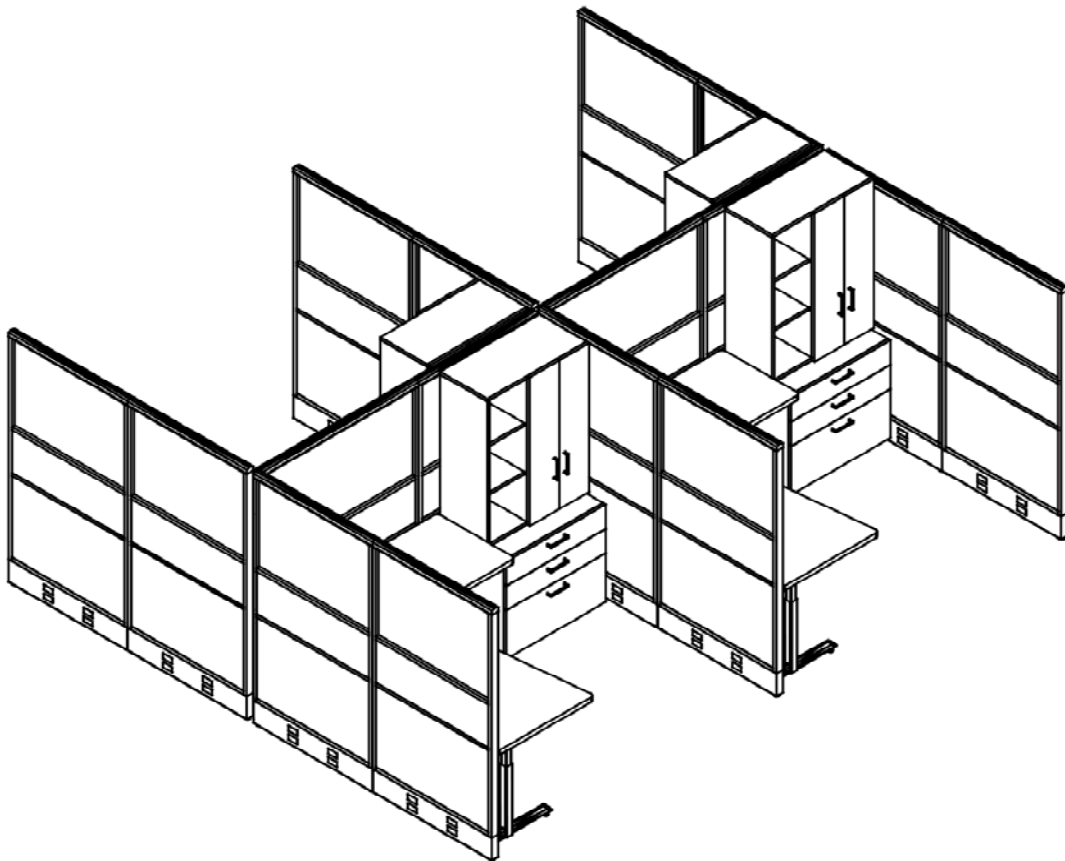
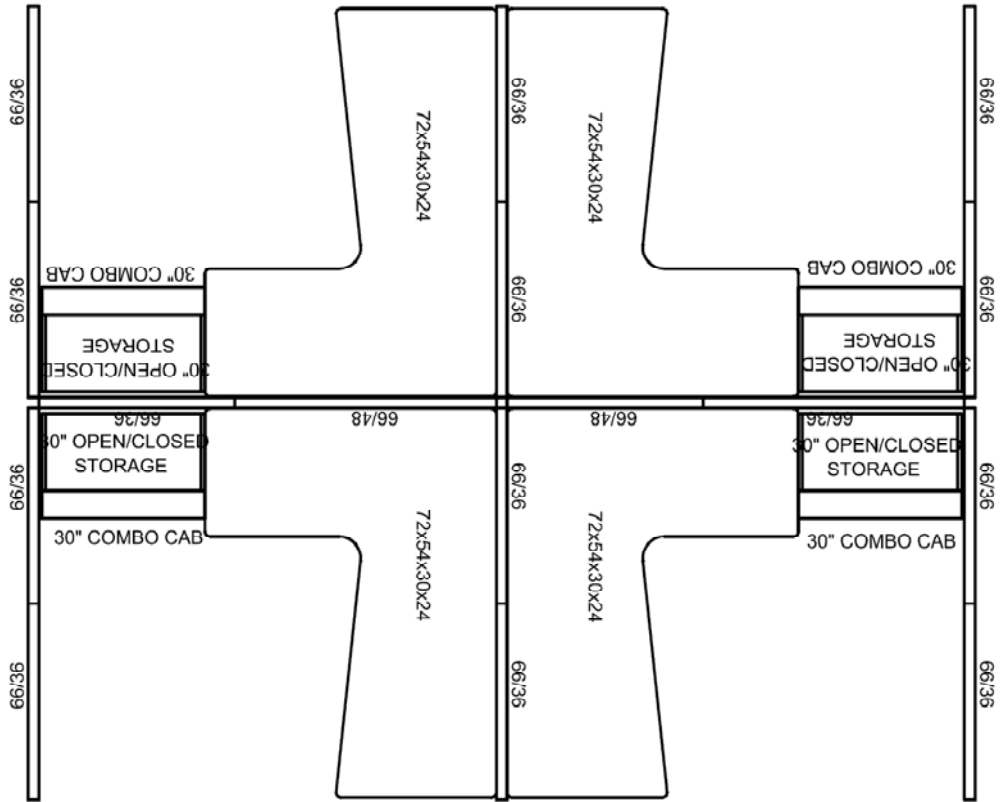
WARRANTIES: Unless otherwise stated, all goods shall be new and current model and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with solicitation specifications. All implied or expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this Contract. All warranties shall run to PSU.

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

ATTACHMENT A: SAMPLE CAD DRAWINGS – PRIVATE OFFICE



ATTACHMENT A: SAMPLE CAD DRAWINGS – WORKSTATION



ATTACHMENT A: PRICING EXERCISE

COLLABORATIVE LIFE SCIENCE BUILDING / SKOURTES TOWER		
FLOOR	FURNITURE	EST. QTY
P2	Private Offices	4
	Workstations	4
P1	Private Offices	5
	Workstations	0
L1	Private Offices	11
	Workstations	10
L2	Private Offices	4
	Workstations	0
L3	Private Offices	27
	Workstations	50
L4	Private Offices	45
	Workstations	28
L5	Private Offices	71
	Workstations	44
L6	Private Offices	22
	Workstations	24
L8	Private Offices	7
	Workstations	8
L9	Private Offices	9
	Workstations	0
L10	Private Offices	65
	Workstations	40
L11	Private Offices	15
	Workstations	5
L12	Private Offices	15
	Workstations	2

Estimated Private Office Total = 300

Estimate Workstation Total = 215

TYPICAL	RFP PROPOSED LAYOUT	DEALER ALTERNATE
Private Office	\$ _____ /each	\$ _____ /each
Workstation	\$ _____ /each	\$ _____ /each
Installation per private office for CLSB/Skourtes Tower		\$ _____
Installation per workstation for CLSB/Skourtes Tower		\$ _____
Installation for entire CLSB/Skourtes Tower project		\$ _____
Discount off published price list for proposed manufacturer		_____ %

ATTACHMENT B: OFFICE & WORKSTATION PROGRAM REQUIREMENTS

Below are requirements based on typical workstation and private office standards required for the CLSB/Skourtes Tower project as well as ongoing in OHSU Research & University buildings. Please use these guidelines when preparing your plans and presentations. If, however, you also have product that you feel meets or exceeds these guidelines in a more innovative, creative, flexible or efficient way than outlined below, include additional information and drawings explaining your proposed ideas.

TYPICAL PRIVATE OFFICE REQUIREMENTS

Size:

- See drawings provided.
- Varies from 95 sq. ft. to 126 sq. ft.

Worksurfaces:

- The wood fiber substrate used in surfaces to be made with 95 to 10% recycled industrial by-product from milling operations and is 100% recyclable. Wood fibers are to come from FSC certified suppliers, as well as suppliers following Sustainable Forestry Initiative (SFI) guidelines.
- The high-pressure laminate used on surfaces is to be primarily comprised of phenolic resin and kraft paper.
- All surfaces must be user-adjustable via Front Crank (top crank not accepted) with a height range of 26 to 39 inches.
- All surfaces to have built-in cable management
- All legs/tables bases are to fasten to the worksurfaces via metal to metal connection.
- Can include a combination of rectangular, corner, extended corner or other types of worksurfaces.
- 30" nominal depth at computer area, 24" nominal depth otherwise.
- Ensure that work surface configurations allow maneuverability and do not conflict with an average task chair.
- Provide meeting space at worksurface or separate meeting table (36" round nominal) to accommodate one visitor.

Storage/Filing/Shelving:

- All storage is to be built from wood composite board that is 100% recycled industrial by-product from local milling operations located within the Pacific Northwest region. Boards are to be finished with GreenGuard certified laminates with the laminate fusing to the surfaces using water-based, non-toxic and ultra-low VOC emitting adhesive.
- The proposed line of storage must contain elements that are freestanding, wall mounted, and stackable. For stacking, the base and stacking cabinets are each to come in 3 heights. The stacking cabinet is to have the ability to slide left and right on the base cabinet to increase flexibility.
- Storage line to offer storage towers as an option. Towers are to have the ability to incorporate side access binder storage and whiteboard or fabric tackboard options on the aisle side of the tower. Back panels on the side access tower are to be reversible to accommodate reconfiguration.
- All enclosed storage is to be locking. Dealer to "key alike" all locks within each office and workstation so only one key is required to open all cabinet.

Other Misc.:

- Tackboards / Privacy Screens – Covering is to be 100% recycled polyester woven fabric. Tackable core material to be comprised of particleboard and honeycomb composite. Must have the option to come single or double-sided for shared applications.
- Modesty / Privacy Shield to be offered in ¼" frosted acrylic and 22 gauge powder-coated steel.

The steel option is to include acoustic dampening fabric on the backside of the shield.

- Finishes:
 - All vertical and horizontal surfaces are to be wood grain laminate. Two color options are to be provide – a “natural” maple look and a “honey” or “light cherry” look
 - Paint – Offer two paint colors: a “silver” option and a “charcoal” option

TYPICAL OPEN OFFICE WORKSTATION REQUIREMENTS –

Size:

- See drawings provided.
- CLSB/Skourtes Tower standard workstation size ranges from 48 sq. ft. (6’ x 8’ typ.) to 64 sq. ft. (8’ x 8’ typ.). There is an exception for smaller auxiliary work areas as space allows.

Panels:

- Panels are to come in at least three heights and six widths. Finish options to include monolithic laminate or fabric or segmented with a combination of fabric, laminate, or glass. For this pricing exercise, panels are to be 66”H and segmented with laminate below standard desk height, fabric at beltline, and frosted acrylic at the top position
- Panel thickness to be 2 inches.
- Raceway cover is to be removable and hinged for ease of accessing power/data.
- For this pricing exercise, the center spline of the 4-pod is to be powered. Do not include any power whip or power pole. Include two duplex receptacles per workstation.

Worksurfaces:

- The wood fiber substrate used in surfaces to be made with 95 to 10% recycled industrial by-product from milling operations and is 100% recyclable. Wood fibers are to come from FSC certified suppliers, as well as suppliers following Sustainable Forestry Initiative (SFI) guidelines.
- The high-pressure laminate used on surfaces is to be primarily comprised of phenolic resin and kraft paper.
- All surfaces must be user-adjustable via Front Crank (top crank not accepted) with a height range of 26 to 39 inches.
- All surfaces to have built-in cable management
- All legs/tables bases are to fasten to the worksurfaces via metal to metal connection.
- Can include a combination of rectangular, corner, extended corner or other types of worksurfaces.
- 30” nominal depth at computer area, 24” nominal depth otherwise.
- Ensure that work surface configurations allow maneuverability and do not conflict with an average task chair.
- Provide meeting space at worksurface or separate meeting table (36” round nominal) to accommodate one visitor.

Storage/Filing/Shelving:

- All storage is to be built from wood composite board that is 100% recycled industrial by-product from local milling operations located within the Pacific Northwest region. Boards are to be finished with GreenGuard certified laminates with the laminate fusing to the surfaces using water-based, non-toxic and ultra-low VOC emitting adhesive.
- The proposed line of storage must contain elements that are freestanding, and stackable. For stacking, the base and stacking cabinets are each to come in 3 heights. The stacking cabinet is to have the ability to slide left and right on the base cabinet to increase flexibility.
- Storage line to offer storage towers as an option. Towers are to have the ability to incorporate

side access binder storage and whiteboard or fabric tackboard options on the aisle side of the tower. Back panels on the side access tower are to be reversible to accommodate reconfiguration.

- All enclosed storage is to be locking. Dealer to “key alike” all locks within each office and workstation so only one key is required to open all cabinet.
- Finishes:
 - All vertical and horizontal surfaces are to be wood grain laminate. Two color options are to be provide – a “natural” maple look and a “honey” or “light cherry” look
 - Paint – Offer two paint colors: a “silver” option and a “charcoal” option

CLSB / Skourtes Tower

SYSTEM FURNITURE DESIGN / PROCUREMENT / INSTALLATION SCHEDULE

04/23/12

ID	Task Name	Duration	Start	Finish	2012				2013					
					Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	
1	CLSB / Skourtes Tower - FURNITURE / OFFICE EQUIP. SCOPE	643 days	Wed 2/1/12	Fri 7/18/14										
2	FURNITURE / OFFICE EQUIPMENT BUDGET	22 days	Wed 2/1/12	Thu 3/1/12										
3	Establish Furniture Budget (Project Budget)	22 days	Wed 2/1/12	Thu 3/1/12										
4	Establish Office Equipment Budget (Dept. Purchase)	22 days	Wed 2/1/12	Thu 3/1/12										
5	PRE-DESIGN SYSTEM FURNITURE LAYOUT / SPECIFICATIONS	20 days	Mon 2/20/12	Fri 3/16/12										
6	Create Preliminary Furniture Layout	7 days	Mon 2/20/12	Tue 2/28/12										
7	Review Proposed Layout w/ SoD and Owner Reps	9 days	Tue 2/28/12	Fri 3/9/12										
8	Update Preliminary Furniture Layout / Establish General Specifications	5 days	Mon 3/12/12	Fri 3/16/12										
9	RFP from SYSTEM FURNITURE/ INSTALL DEALER	95 days	Mon 3/12/12	Fri 7/20/12										
10	Prepare DRAFT RFP for Purchasing Review (By OHSU/PSU)	35 days	Mon 3/12/12	Fri 4/27/12										
11	Issue / Review / Approval of RFP (By OHSU / PSU)	30 days	Mon 4/30/12	Fri 6/8/12										
12	Finalize Contract	30 days	Mon 6/11/12	Fri 7/20/12										
13	DESIGN / ORDER PHASE - SYSTEM FURNITURE	195 days	Mon 7/23/12	Fri 4/19/13										
14	Prepare FINAL Furniture Layout	120 days	Mon 7/23/12	Fri 1/4/13										
15	Review Final Layout w/ SoD and Owner Reps	30 days	Mon 1/7/13	Fri 2/15/13										
16	Update / Confirm FINAL Furniture Budget	15 days	Mon 2/18/13	Fri 3/8/13										
17	Prepare / Place Order	30 days	Mon 3/11/13	Fri 4/19/13										
18	MANUFACTURE / SHIPPING / RECEIVED / INSPECTION	160 days	Mon 4/22/13	Fri 11/29/13										
19	Assumption: 8 months	160 days	Mon 4/22/13	Fri 11/29/13										
20	SYSTEM FURN - ORDER / RECEIVE / INSPECT / INSTALL	230 days	Mon 4/22/13	Fri 3/7/14										
21	CLSB - ASSUME JE DUNN SUBSTANTIAL COMPLETION ON DECEMBER 31, 2013													
22	P1 Level - SoD Main Lobby / Reception, Parking Office	5 days	Mon 1/6/14	Fri 1/10/14										
23	L1N Level - EDComm, ITG, Misc. Dock & Building Offices	10 days	Mon 1/6/14	Fri 1/17/14										
24	L2N Level - Teaching Labs Offices	5 days	Mon 1/6/14	Fri 1/10/14										
25	L3S Level - Standardized Patient Program	5 days	Mon 1/6/14	Fri 1/10/14										
26	L3N Level - Research Offices	15 days	Mon 1/13/14	Fri 1/31/14										
27	L4S Level - Med Simulation	10 days	Mon 1/13/14	Fri 1/24/14										
28	L4N Level - Research Offices	15 days	Mon 1/13/14	Fri 1/31/14										
29	L5S Level - Administration Offices	15 days	Mon 1/13/14	Fri 1/31/14										
30	L5A Level - Learning Resource Center	10 days	Mon 1/13/14	Fri 1/24/14										
31	L5N Level - SoD Offices	15 days	Mon 1/13/14	Fri 1/31/14										
32	SKOURTES TOWER - ASSUME JE DUNN SUBSTANTIAL COMPLETION ON FEBUARY 14, 2014													
33	L6N Level - Research Offices	15 days	Mon 2/17/14	Fri 3/7/14										
34	L8N Level - SoD Clinic Offices / Work Areas	15 days	Mon 2/17/14	Fri 3/7/14										
35	L9N Level - SoD Clinic / Offices	15 days	Mon 2/17/14	Fri 3/7/14										
36	L10N Level - SoD Clinic / Offices	15 days	Mon 2/17/14	Fri 3/7/14										
37	L11N Level - SoD Clinic / Offices	15 days	Mon 2/17/14	Fri 3/7/14										
38	L12N Level - SoD Clinic / Offices	15 days	Mon 2/17/14	Fri 3/7/14										
39														
40	NOTE: THIS SCHEDULE ONLY APPLIES TO SYSTEM FURNITURE AND INSTALLATION. DOES NOT INCLUDE MISCELLANEOUS FURNITURE OR MOVE-IN OF STAFF BELONGINGS OR OWNER PROVIDED EQUIPMENT.													

Date: February 28, 2012
REVISIONS: April 23, 2012

Task		Summary		External Milestone		Inactive Summary		Manual Summary Rollup		Finish-only	
Split		Project Summary		Inactive Task		Manual Task		Manual Summary		Progress	
Milestone		External Tasks		Inactive Milestone		Duration-only		Start-only		Deadline	

Attachment E
Diversity Criteria

Check all the boxes in the table below that apply to you or your company: possible 5 points for each check below:

DIVERSITY EVALUATION MATRIX	
<input type="checkbox"/>	6 Points - Woman Owned – State Certified
<input type="checkbox"/>	3 Points - Woman Owned – Self Reported
<input type="checkbox"/>	6 Points - Minority Owned – State Certified *
<input type="checkbox"/>	3 Points - Minority Owned – Self Reported*
<input type="checkbox"/>	6 Points - Emerging Small Business – State Certified
<input type="checkbox"/>	3 Points - Emerging Small Business – Self Reported
<input type="checkbox"/>	6 Points - Disadvantaged Business Enterprise – State Certified
<input type="checkbox"/>	3 Points - Disadvantaged Business Enterprise – Self Reported
<input type="checkbox"/>	3 Points - Disabled Veteran’s Enterprise – Self Reported

State of Oregon Office of Minority, Women and Emerging Small Business certification website:

<http://www.oregon4biz.com/Grow-Your-Business/Business-services/Minority-Owned-Business-Certification/>

*Recognized minority groups: Black American, Hispanic American, Native American, Asian Pacific American, and Subcontinent Asian American

Authorized Signature

Date

Authorized Name (type or print):
