

PORTLAND STATE UNIVERSITY REQUEST FOR QUOTES – Drupal Template Implementation/Brand Refresh
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Portland State University (PSU) Purchasing Rules, Policies and Guidelines allows PSU departments to use an “Informal Procurement Process” for all purchases of supplies, equipment, and trade and professional services where the estimated cost exceeds \$25,000 but does not exceed \$100,000. The Informal Procurement Process is the solicitation of a minimum of three competitive quotes. Solicitation shall be accomplished by advertisement on the OUS Procurement Website making a request for vendors to provide a quote. A clearly documented record must be kept per the State of Oregon's records retention rules, showing the vendors contacted, their responses including quote amounts, the basis for selection, evaluation results, and any other pertinent information to the solicitation.

The posting of solicitation on the OUS Procurement Website shall serve as the primary solicitation requirements document which in conjunction with the vendors' written responses and proposals and/or quotes shall satisfy the “clearly documented record” requirement described above. Additionally, depending on the nature of the scope of work of the project and other specific project details, there may be other documented “pertinent information” required to ensure a complete and clearly documented record for the informal solicitation.

PORTLAND STATE UNIVERSITY SHALL CONSIDER VENDOR QUOTES RECEIVED AS VALID FOR ONE HUNDRED TWENTY (120) DAYS.

VENDOR RESPONSE DATE

To be considered for selection, quotations must arrive at Portland State University, Marketing & Communications, University Relations by **Tuesday, December 29, 2009 at 3pm** local time. Please email your response to the email address listed below. No other responses will be accepted. The contact information for Portland State University, Marketing & Communications, University Relations is:

Only email or faxed responses will be accepted:

Department Contact Person(s)	Kristin Boden-MacKay
Department Name	Marketing & Communications, University Relations
Department Street Address	PO Box 751, MC: OMC
City, State, ZIP	Portland OR 97207
Contact Person Email Address	bodenmac@pdx.edu
Contact Person phone number	503.725.8745

Respondents selected may be requested to provide additional information, either formally or via interview process, to clarify their quotations and to ensure mutual understanding of the scope of work requirements and schedule.

OVERVIEW

The State of Oregon, acting by and through the State Board of Higher Education, on behalf of Portland State University (PSU), is seeking quotations for a Contractor to provide Drupal template theme and/or module development based on the Web Identity Standards and associated Site Template Wireframes documents, all within the current Enterprise-wide Drupal-based content management system; and for additions to that system. The selected Contractor will function as part of a team composed of PSU and the Contractor.

BACKGROUND

PSU is issuing this Request for Quotation (RFQ) to contract with a vendor well-versed in web content management system implementation with solid expertise in PSU's technical environment (LAMP) to create and/or update the current Drupal -based template and/or framework, based on **EXHIBIT A:** PSU_WebGuidelines-r04sm.pdf, Portland State University updated Brand Web Identity Standards and **EXHIBIT B:** PSU-Wireframes_3.0.pdf, Web site templates. Drupal is an open-source content management framework that is prevalent throughout the business and higher education communities.

Implementation of the revised Template Set, as per **EXHIBIT A:** PSU_WebGuidelines, the Brand Web Identity Standards-r04sm.pdf, and **EXHIBIT B:** PSU_Wireframes_3.0.pdf, Web site templates, and will include three phases to complete:

- Phase I: Design and code new Drupal templates (themes) as per the Brand Web Identity Standards (**EXHIBIT A:** PSU_WebGuidelines-r04sm.pdf) and Site Template Wireframes specification documents (**EXHIBIT B:** PSU_Wireframes_3.0.pdf).
- Phase II: A migration roadmap to protect current sites in the existing Enterprise Drupal instance (currently @ 122 sites in a multi-site installation) and provide procedures and timeframes for migrating sites to the updated templates.
- Phase III: A project timeline that takes the project from Technical Design through development, migration, test, "go live" implementation, to include site release notes and documentation.

SECTION 1 - STATEMENT OF PURPOSE AND SCOPE OF WORK

- A. Enterprise-wide Solution.** PSU is seeking a contractor who possesses the skills and design expertise to update an enterprise-wide content management solution that merges standard site content with shared of common content such as faculty profiles, news, FAQs, and events into a seamless system that is logical for the use of the intended audience. The intended audiences vary by department / program. Current Students, Prospective Students (high school, returning adults, graduate students, lifelong learners); Alumni, Faculty/Staff (present and future); Research Community; Funding/Endowment; Business Community (Civic leaders, government/legislature; Influencers; c-Level Corporate Leaders).
- B. Front-End Requirements.** The design must be compliant with current legal requirements, including but not limited to ADA requirements. The design must incorporate technical industry standards. The design must have programmatic interfaces to "outside development" applications. The design also must support all current generation browsers & smart-devices available. The design will be based off the Web Site Template Wireframes and Web Identity Standards guiding documents.
- C. Work Environment.** Work is to be performed working closely with Office of Information Technology (OIT) and University Communication staff. Consultant is to be paid dependent on the hours worked and deliverables produced and accepted by University Communications and OIT. **This contract shall not exceed \$99,900.** Consultant to invoice University Communications and OIT monthly with a list of tasks accomplished and hours per task. Deliverables can be accomplished in the order

provided to the Director of Web Communications. Consultant will provide bi-weekly status reports. All costs associated with parking at PSU are the responsibility of the contractor.

- D. Performance Expectations.** Competition will be restricted to a contractor with proven qualifications and experience to service PSU's Drupal content management system. Attached are the core elements and scope of work for the following performance expectations:

1. Update syndicated content server system as required to present data to themed core site pages.
2. Develop new themes/sub-themes to support the augmented Web Identity Standards and Web Site Template Wireframes.
3. Migrate and/or Plan migration of existing site content into the revised Drupal Themes developed in Performance Expectation (2).
4. Provide take-away documentation at both the user level and the administrator level.

Work with University Communications team (Director of Web Communications) and OIT (Office of Information Technologies) to design and deliver core www.pdx.edu web services in the revised Templates/Themes as well as work with individual departments and programs on web projects as needed.

E. REQUIREMENTS AND SPECIFICATIONS of Core Deliverables.

Provide a **detailed proposal** of core deliverables 1 through 4. **Work must be completed by April 30, 2010.**

1. Core Deliverable: Update Syndicated Content Server Templates

- Revise current site templates for posting/managing Events, FAQ's, News, Profiles
- Add Additional Content Types (i.e. announcements channel) as identified in the Web Identity Standards guidelines.

2. Core Deliverable: Update/Create templates and /or themes to support the Web Identity Standards and Web Site Templates Wireframes

See included documents:

- **EXHIBIT A:** PSU_WebGuidlines-r04sm.pdf
- **EXHIBIT B:** PSU_Wireframes_3.0.pdf
- **EXHIBIT C:** PSU_SiteArchitecture.pdf
- **EXHIBIT D:** PSU_ContentInventory_3.0-Binder.pdf

3. Core Deliverable: Migrate Existing CMS-supported PSU sites into revised Drupal CMS Templates/Themes

Migrate and/or plan the migration of the current Drupal CMS sites (approx. 122 sites in current Enterprise-wide Drupal system)

4. Core Deliverable: Turnover Documentation

Provide user-level and admin-level site documentation.

F. CONTRACT TERM, PSU RESPONSIBILITIES, AND PROJECT COSTS.

1. Term. The initial contract term will be effective from the date of contract execution through August 31, 2010. This term may be amended, by written agreement and signed by the parties. The final

contract may also be amended by written agreement and signed by the parties to include additional work not anticipated at the time of writing this RFQ.

2. PSU's Responsibilities. PSU is responsible for providing and/or maintaining the following:

- General supervision, administration (including system programming) and design of the Drupal System.
- Computer servers and workstations.
- Documentation and architectural drawings as needed and as available.
- Operation of the system on a day-to-day basis.
- Issuing authorizing Purchase Orders to Contractor as work authorization.

3. Costs for Support, Augmentation, and Expansion of the System. Your Quotation must specify that, aside from the operating environment provided by PSU, and permit fees, if any, no other costs in addition to those contained in your project Quotation will accrue to PSU for such proposed services. All materials shall be delivered FOB Destination. This shall include projects that are authorized by Work Orders from Contractor's project quote/proposal.

G. RFQ RESPONSE REQUIREMENTS

The subparagraphs under this heading of "RFQ RESPONSE REQUIREMENTS" are deemed by PSU to be mandatory for the RFQ Response and where herein indicated, will be deemed as being mandatory requirements for the execution of the contract between PSU and the Contractor.

Submission should be in a narrative form supported by documentation as requested. Provide a table of contents indicating page number where each numbered requirement below can be found in the response. Clearly title each response requirement in the narrative. Use of Contractor's or Drupal's standard marketing materials is deemed unacceptable.

Section 2 – QUOTATION/RESPONSE REQUIREMENTS. The requirements of Section 2 are mandatory.

Exhibits A through D, are attached and incorporated into the terms and conditions of the contract.

H. QUOTE PREPARATION/INCURRED COSTS

Portland State University is not liable for any costs incurred by Bidders in the preparation and presentation of their Quotations.

I. EQUAL EMPLOYMENT COMPLIANCE REQUIREMENTS

By submitting a Quotation, the Applicant certifies conformance to the applicable Federal Acts, Executive Orders, and Oregon Statute and Regulations concerning Affirmative Action toward Equal Employment Opportunities. All information and reports required by the Federal or Oregon State governments, having responsibility for the enforcement of such laws, shall be supplied to the PSU upon request for purposes of investigation to ascertain compliance with such acts, regulations and orders.

J. ESB/MBE/WBE

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

K. QUALIFICATIONS, PROFESSIONALISM, AND BEHAVIOR OF CONTRACTOR EMPLOYEES

All technicians and other Contractor employees performing work on PSU premises shall be highly qualified, skilled professionals who behave in a professional and courteous manner at all times. Contractor employees must have the ability to plan and organize their work efficiently and communicate effectively with PSU staff and other customer contacts in the field.

PSU places a strong emphasis on good customer service and fully expects all of its contractors and vendors to endorse this service ethic when deploying technicians and other employees on the PSU campus. All Contractor technicians and employees shall wear appropriate work attire on the job and shall present themselves in a professional manner in terms of attire and overall appearance.

SECTION 2 – QUOTATION/RESPONSE REQUIREMENTS

PSU will only accept emailed responses to this RFQ. It is preferable that vendors submit their response in a MS Word and/or MS Excel document. No other responses will be accepted. Please respond to the requested information using the same numbers and order in which the information in Section 3 is requested. This will allow us to easily compare the Quotations. Incomplete Quotations may not be considered.

SECTION 3 – CONTENT OF PROPOSAL and EVALUATION CRITERIA

Qualifications and Experience of Firm/ Profile (50 Points)

1. Company Profile: Provide a brief (1 page limit) history of your company, especially as it relates to Drupal Implementations at multi-client campuses. Include your history in the Portland-area market, your approximate revenue level, number of current clients, years in business, number and make up of staff. Demonstrate that your firm has successful business experience performing comparable services to those specified in this RFQ. Bidder shall provide a minimum of five (5) references where the contractor has provided the above services and maintained the system for a minimum of five (5) years. The references shall include a description of the project and the names, addresses, and telephone numbers of contact persons. These references may include those in the reference list called for above.
2. Company's Management Ability: Describe the appropriate expertise and management capability of your company that shows the ability to assist PSU to support, augment, and implement content management systems. What experience does your company have providing technical and budgetary input for expansion and conversion of existing systems?
Key Personnel: Résumés must be complete and concise, featuring directly relevant experience to the individual's task responsibility. Discuss your company's experience with projects of similar magnitude.
 - Expertise in CMS integration in higher education setting
 - CMS across multiple brand units within a core brand site
 - PHP Expertise
 - Web development Experience/Architecture Planning
 - Web Design (graphic design)

Qualifications of Key Personnel (50 Points)

3. Résumés must include dates of education, experience, employment and state the functions to be performed on the project by each of the key personnel. Key personnel must be exclusively in the employ of Bidder.
 - a. Project Manager: Bidder shall identify the project manager(s) who will be assigned to the project. Include a list of three (3) references of Drupal-managed projects.
 - b. Analyst: Bidder shall identify the start-up engineer(s) who will be assigned to the project. Include a list of three (3) references of Drupal installations programmed by this start-up engineer. Include a copy of the access control manufacturer's certification and the date of training of the startup engineer.

- c. Other personnel: Document Clerks, Technicians, etc. Identify "Travelers" (roving personnel) required to travel as part of their duties.
- d. Account Manager. Who will be the contact person for PSU at your company? Provide Name, Address, Telephone, Pager, and email contact information in addition to resume.

Company Experience with Drupal Multi-Site Framework (100 Points)

4. Indicate in your Quotation your experience with the Drupal Multi-Site Framework, including understanding of its data model and design. Also, address your technical capability and expertise to perform testing, remote access. Identify what personnel would be available and their experience.

Project Management Experience (25 Points)

5. What approach does your company take when it is necessary to incorporate an enterprise-wide content management system? How does your company provide documentation of "as built's?" What is your technical capability and expertise to perform installation and testing integration of Drupal protocol? PSU requires documentation be turned over within 30-days of an upgrade or project completion.

Technical Management Experience (25 Points)

6. Drupal System Training: Indicate how you conduct training, identify your trainer(s) and their experience; and list the training materials and manuals that will be provided. Tell us about your experience in training customers on the Drupal system and informing your customers of changes and upgrades to the Drupal system. How do you conduct Drupal training and what is your experience? Who are your Drupal-certified trainers and what is their experience? Will training on the upgrades be an extra cost item? Indicate how you conduct training, identify your trainer(s) and their experience; and list the training materials and manuals that will be provided. Tell us about your experience in training customers on the Drupal system and informing your customers of changes and upgrades to the Drupal system.
7. Technical Support Personnel. What personnel of yours are available for network support and what experience do they have? What technical support personnel would you assign to our system and what is their experience? Will support of our system require use of temporary employees by your company? How will our requirements impact your staffing and operations? Does your company conduct criminal background checks on your staff? Name any subcontractors you plan to use at PSU and explain in what capacity. Does your company require criminal background checks on subcontractors?
8. Prior to PSU entering into a contract with the Contractor, the Contractor shall submit criminal background checks on all employees listed in Key Personnel. The criminal background checks will be at the expense of the Contractor. Future employees will require criminal background checks prior to commencing work on PSU property.

Drupal Multi-Site Theme Development/Design Design Experience, Project Plan for Core Deliverables (100 Points) and Drupal Module Development in support of User Interface/Themes supporting Content Development Experience (50 Points)

9. System Content Design. Testing and Problems. Describe what steps your organizations take to test the components, software, and functionality of the content management system and how systems are tested. Detail how your organization is equipped and staffed to handle system problems. Explain situations requiring the dispatch personnel to PSU and its' logistics. The Contractor may be required to provide training to our workstation operators and our supervisors, as requested, and to conduct training at a PSU site as appropriate.

- 10. Emergency Response:** Explain how you are equipped and staffed to respond to service calls from PSU on a 24/7/365 basis.

PSU requires a two (2) hour response time for a technician to be at the issue location in metropolitan Portland after the service call is placed to the Contractor. Clearly indicate if your guaranteed response time is greater than this requirement.

- 11. Maintenance and Software Upgrades:** Describe in detail what experience your company has in providing full and complete service and maintenance for Drupal Access Control systems. In your Quotation clearly indicate the type and level of ongoing/preventive maintenance the PSU system will require. Drupal will issue software upgrades from time to time. Specify the scope of your software support agreement (SSA). Please also explain the service(s) offered as part of the Drupal license and your service scope as an integrator. Describe how Drupal changes and upgrades are communicated to your customers and PSU.
- 12.** Provide examples of previous work as it relates to the components of your bid per project (items 1 through 4).

Costs (100 Points)

- 13.** Specify the project timeline cost to PSU associated for core items 1 through 4; include hourly rates and working title, and rates by project type. You may bid for one or more or all of the core deliverables. However, you must provide a per-project amount:

- i. Core Item #1 Total cost: _____
- ii. Core Item #2 Total cost: _____
- iii. Core Item #3 Total cost: _____
- iv. Core Item #4 Total cost: _____

Grand Total: _____

The total costs for Core Items 1 through 4 must be under \$99,900.

Proposal Clarification and Optional Interviews (50 Points)

The Evaluation Team may request clarification of any quote by phone, in writing, or during an in-person interview. The Evaluation Team may at its sole discretion invite vendors with the highest scoring responses for an interview. During the interview the vendor will not be allowed to make changes to the quote. The interview is an opportunity for the Evaluation Team to meet key personnel and seek clarification of items indicated in the quote, and to re-score a quote if new information is disclosed. The Evaluation Team may award at its discretion a maximum of 50 additional points based on the interview.

Include the following statement with your quote:

This quote is valid for one hundred twenty (120) days. I am authorized to represent and bind the company named _____ to the prices quoted above for these services.

Signature

Date

Print Name and Title

Contact Information: Phone: _____

e-mail: _____

Fax: _____

Evaluation Team:

PSU will select a group of personnel to act as a proposal evaluation team. All evaluation personnel will use the evaluation criteria stated in Section 3. The proposal evaluation team will determine which proposals offer the best means of servicing the interests of PSU. This is a non-exclusive contract. PSU may award more than one contract for the deliverables if it deems to best meet their needs. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- Each proposal will be evaluated on the basis of the evaluation criteria included in Section 3. The evaluation criteria used to select a vendor for this procurement will be based on a point system. A point score has been established for each category. The specific criteria and the points awarded for each category are as follows:

- Qualifications and Experience of Firm - Drupal Implementations = 50 Points
- Key personnel = 50 Points
- Experience with Drupal Multi-Site Framework = 100 Points
- Project Management = 25 Points
- Technical Management = 25 Points
- Drupal Multi-Site Theme/Content Design Experience = 100 Points
- Drupal Multi-Site Syndicated Content Development Experience = 50 Points
- Cost = 100 Points
- Optional Interview with finalists = 50 Points (at PSU's sole discretion)

Total Possible = 550 points

- Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to PSU, taking into account all of the evaluation factors, may be selected by PSU for further action, such as contract negotiations. If, however, the proposal evaluation team decides that no proposal is sufficiently advantageous to PSU, PSU may take whatever further action is deemed necessary to fulfill its needs, including cancellation of this RFQ. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Bidder, PSU may begin contract preparation with the next qualified Bidder or determine that no such alternate proposal exists, and cancel this RFQ. PSU reserves the right to not award this contract to any of the bidders if it is in the best interest of PSU to do so.
- Proposals will be evaluated based upon the proven ability of the Bidder to satisfy the requirements of the RFQ in a cost-effective manner. If any one or more of the listed criteria on which the responses to this RFQ will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

CHANGES AFTER AWARD/ACCEPTANCE OF QUOTE:

After award or acceptance of vendor quote, any changes in the Scope of Work, or additional work otherwise unforeseen at the time of preparation of this solicitation document and subsequent award, shall be addressed in writing, and signed by the parties.

BEST AND FINAL OFFER:

Pursuant to OAR 580-061-0155, PSU reserves the right to select the vendor that, in the collective opinion of the evaluation team, offers the best overall benefit, convenience, functionality and service at the best-

value cost to PSU. In the event that finalist proposals do vary significantly, PSU reserves the right to conduct discussions with the finalist proposers, to accept best and final offers from those finalists, and to negotiate changes, if it's in PSU's best interest to do so.

WARRANTY:

Contractor must guarantee installation work if applicable, must warranty all Contractor provided materials and services, and is required to describe the nature of Contractor's guarantee in the Bid Response or Quote submitted for this solicitation. If applicable, the warranty shall cover manufacturing defects in material and workmanship under normal and proper use, application assurance, and the installation of all materials.

SECTION 4 – PSU STANDARD CONTRACT TERMS & CONDITIONS

In addition to all of the requirements above, Contractor shall comply with Portland State University's Standard Contract Terms and Conditions, incorporated within this document-see below.

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

1. DEFINITIONS:

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

2. ACCESS TO RECORDS:

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

3. AMENDMENTS:

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

4. APPROVALS:

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

5. ASSIGNMENT/SUBCONTRACT:

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of PSU. No such written

approval shall relieve Contractor of any obligations of this agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to the agreement as if no such assignment had occurred.

6. BREACH OF AGREEMENT:

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

7. CAPTIONS:

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

8. CASH DISCOUNT:

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

9. COMPLIANCE WITH APPLICABLE LAW:

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

10. CONFIDENTIAL INFORMATION:

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

11. CONFLICT OF INTEREST:

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

12. CONSIDERATION:

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

13. DEFAULT:

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

14. DELIVERY:

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

15. ECONOMIC OPPORTUNITIES:

Contractor shall, when applicable, have made good faith efforts to subcontract or establish joint ventures with or obtain materials to be used in performing the agreement from minority, women, or emerging small business enterprises.

16. FORCE MAJEURE:

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

17. FOREIGN CONTRACTOR:

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

18. GOVERNING LAW:

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

19. INDEMNIFICATION:

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

20. HOURS OF WORK:

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

21. INDEPENDENT CONTRACTOR:

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

22. INSURANCE:

Contractor shall secure at its own expense and keep in effect during the term of this agreement either comprehensive general liability insurance with broad form CGL endorsement or commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and auto liability insurance with a minimum limit of \$1,000,000 per occurrence. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon acting by and through the Oregon State Board of Higher Education on behalf of Portland State University, and their officers and employees, shall be included as additional insureds in said insurance policy(ies). If any of the liability insurance is arranged on a "claims made" basis, tail coverage will be required at the completion of this agreement for duration of twenty-four (24) months.

23. INSURANCE CERTIFICATION:

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

24. OWNERSHIP OF WORK PRODUCT:

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

25. NO THIRD PARTY BENEFICIARIES:

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

26. NONDISCRIMINATION:

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

27. NOTICES AND REPRESENTATIVES:

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

28. PAYMENT:

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

29. PAYMENTS REQUIRED:

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

30. PSU PAYMENT OF CONTRACTOR CLAIMS:

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

31. RECYCLED PRODUCTS:

Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this agreement work set forth in this document.

32. RETIREMENT SYSTEM STATUS:

Contractor is not a contributing member of the Oregon Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this contract. Contractor will not be eligible for any benefits from these contract payments of federal Social

Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

33. SAFETY AND HEALTH REQUIREMENTS:

Equipment and services supplied shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Department.

34. SEVERABILITY:

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

35. SUCCESSORS IN INTEREST:

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

36. TAX COMPLIANCE CERTIFICATION:

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

37. TAXES – FEDERAL, STATE & LOCAL:

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

38. TERMINATION:

a. This agreement may be terminated for convenience at any time by mutual consent of both parties, or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person to the other party.

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

- i) if federal or state regulations or guidelines are modified or changed in such a way that the materials or services are no longer allowable or appropriate for purchase under this agreement; or,
- ii) if PSU fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by the PSU budget or spending plan and PSU determines, in its assessment and ranking of the policy objectives explicit or implicit in the PSU budget or spending plan, that it is necessary to terminate this Agreement.

c. The rights and remedies of PSU provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

39. TIME IS OF THE ESSENCE:

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

40. WORKERS' COMPENSATION:

Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this agreement are subject employers under the Oregon Workers' Compensation Law, and shall comply with ORS 656.017 which requires Contractor to provide workers' compensation coverage that

satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

41. MERGER:

This agreement and attached exhibits and appendices, the RFP, any RFP amendments and Contractor's proposal constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

42. WAIVER:

No waiver, consent, modification or change or terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary PSU approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of PSU to enforce any provision of this agreement shall not constitute a waiver by PSU of that or any other provision.

END OF REQUEST FOR QUOTES