

**REQUEST FOR QUOTE  
("RFQ")**

RFQ Title: Strategic Marketing and Public Relations for Maseeh College  
of Engineering & Computer Science

RFQ Number: 1340094

Issuing Office: Contracting and Procurement Services  
University Financial Services  
1600 S.W. Fourth Avenue  
Portland, OR 97207  
[contract@pdx.edu](mailto:contract@pdx.edu)

RFQ Issue Date: October 9, 2025

Contracts Officer: Garret Morrissey

Quote Due Date and Time: October 17, 2025, 3 p.m. PDT

**ALL QUOTES MUST BE SUBMITTED THROUGH PSU's BONFIRE ELECTRONIC  
SUBMISSION AND EVALUATION PORTAL**

**Responsibility of Each Respondent Participating in the RFQ Process**

It is the responsibility of each participating respondent ("Respondent" or "Respondents") to refer daily to the Bid Locker website to check for any available amendments or addenda, responses to inquiries and/or questions, cancellations, and any and all additional information regarding this opportunity. It is not Portland State University's (PSU's) responsibility to notify participating Respondents by email or by any other means of any of the above.

The web link is as follows: [https://bidlocker.us/a/psu\\_or/BidLocker](https://bidlocker.us/a/psu_or/BidLocker)

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

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### **RFQ Overview**

Portland State University (PSU) is seeking quotes (“Quotes”) for a strategic marketing and public relations services. This RFQ represents PSU’s good faith effort to detail its specifications and requirements for a strategic communications partner to co-develop and execute comprehensive marketing and public relations campaigns that will best meet PSU’s needs at the best value to PSU. While price certainly will be one of the factors considered, other equally important criteria as detailed herein will also be included in the overall evaluation of responses to this RFQ.

### **Minority, Women, Service Disabled Veteran Owned, and Emerging Small Businesses**

PSU is committed to increasing opportunities for minority business enterprises, women business enterprises, service disabled veteran owned, and emerging small businesses. PSU strongly encourages Respondents who are minority-owned, women-owned, service-disabled veteran owned, as well as emerging businesses, to submit a quote in response to this RFQ, and to use these businesses in providing services and materials for PSU contracts and projects.

### **Cooperative Purchasing**

All Oregon public universities (individually a “University” and collectively the “Universities”) and other public education agencies or institutions may utilize any contract(s) awarded as a result of this Request for Quotes. The Universities and other public agencies shall be individually responsible for their obligations to the awarded vendor(s). Likewise, the vendors shall be responsible to the Universities and other public agencies for their obligations to the Universities and public agencies pursuant to any ensuing contract(s). Any such purchases shall be between the vendor and the participating University or public agency and shall not impact the vendor’s obligation to PSU. PSU makes no representation or guarantee as to the volume of such additional purchases.

## **SECTION 1: SUBMISSION INSTRUCTIONS FOR RESPONDENTS**

Please follow these instructions to submit via the PSU Bonfire Portal.

### **1. Prepare your submission materials:**

Requested Information

Name	Type	# Files	Requirement
Quote	File Type: PDF (.pdf)	1	Required
Exhibit A: Diversity Matrix	File Type: PDF (.pdf)	1	Required
Exhibit B: Respondent Certification	File Type: PDF (.pdf)	1	Required

### **Requested Documents:**

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

### **2. Upload your submission at:**

<https://pdx.bonfirehub.com/opportunities/205946>

Your submission must be uploaded prior to the Quote Due Date and Time of **October 17, 2025 at 3 p.m. PDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before the Quote Due Date and Time to begin the uploading process and to finalize your submission. **NO LATE QUOTES WILL BE ACCEPTED.**

PSU accepts no responsibility for non-receipt and/or delays in receipt caused by transmission and reception problems, equipment failure, or any other similar cause.

### **Important Notes:**

Each item of Requested Information is instantly sealed and will only be visible after the Quote Due Date and Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

### **Need Help?**

PSU uses a Bonfire portal for accepting and evaluating quotes digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>

## **SECTION 2: REQUEST FOR QUOTE PROCEDURES AND OTHER REQUIREMENTS**

All Quotes submitted in response to this RFQ are subject to the provisions and requirements of the applicable Oregon Revised Statutes (ORS), PSU Standards, and PSU Policies.

1. **Right to Reject:** PSU reserves the right to cancel this procurement or RFQ, and reserves the right to reject any or all Quotes received as a result of this RFQ, upon finding that it is in the public interest to do so or for any other reason set forth in this RFQ.
2. **Preparation Costs:** PSU shall not be liable for any costs incurred by Respondents in the preparation of Quotes to this RFQ, including costs to participate in any meetings, presentations, interviews, or demonstrations that may be required or requested.
3. **Electronic Quote Submission Address:** All Quotes must be submitted electronically, through Bonfire, to the Electronic Quote Submission Address identified in RFQ Section 1, Submission Instructions for Respondents.
4. **Change or Modification Addenda(s):** Any change or clarification to the specifications or the procurement process or to the terms and conditions of the contract will be issued by PSU in the form of an Addendum and will be made available to all Respondents on the Bid Locker website. Only documents issued as addenda by the PSU Contracting and Procurement Services office will serve to change this RFQ in any way. No other direction received by the Respondent, written or oral, shall serve to change this RFQ document.

Respondents are not required to return this RFQ document or addenda with their Quote. However, Respondents are responsible for making themselves aware of any changes or clarifications made in any addenda and for taking into account any addenda in their final Quote. Failure to do so may cause the Respondent's Quote to be rejected.

5. **Quote Format and Completed Forms:**
  - a. **Quote Format.** Quotes shall be in typewritten form, not handwritten. Quotes shall be of sufficient length and detail to demonstrate that the Respondent has a thorough understanding of the PSU environment and to explain how the Respondent best meets PSU's needs and the requirements set forth in this RFQ. It is the Respondent's sole responsibility to submit information in fulfillment of the requirements of this RFQ. If pertinent information or required submittals are not included within the Quote it may cause the Quote to be rejected or have an adverse impact on evaluation. All Quotes submitted must follow the same format and order as presented in RFQ Section 3, Scope of Work. Failure to submit Quotes as such may result in Quote rejection.
  - b. **Completed Forms.**
    - (i) Exhibit A: Diversity Matrix must be fully completed and signed by an authorized representative of the Respondent. PSU is committed to diversity within PSU and within our community, and PSU is committed to developing business relationships that encourage affirmative action and the participation of emerging small businesses and businesses owned by women and minorities. PSU encourages and supports the development of minority business enterprises, women business enterprises, service disabled veteran owned businesses, and emerging small businesses that meet high quality standards by offering business opportunities. Respondents are required to provide detailed information about corporate and local company diversity-related efforts and programs. Additionally, if your company is an

emerging small business, or a business owned by women, minorities, or service disabled veterans, please include documentation or, if certified by the State of Oregon, a copy of the certification document. Respondents must provide detailed information regarding your company's commitments to providing equal employment opportunities including your efforts to develop an internal diverse workforce; internal on-the-job training, mentoring, technical training and/or professional development opportunities addressing diversity; and the process(es) used to recruit women and minorities. Respondents must provide detailed information regarding your company's commitment to supporting workforce diversity within your community. All such supporting information, documentation, and certifications must be included as part of the Respondent's Exhibit A. Failure to complete and submit Exhibit A bearing the required signature may result in rejection of the Quote.

- (ii) Exhibit B: Respondent Certification must be fully completed and signed by an authorized representative of the Respondent. Failure to complete and submit Exhibit B bearing the required signature may result in rejection of the Quote.
  - c. The authorized representative of the Respondent shall clearly identify any alteration or erasures in the RFQ and shall initial in any said alterations or erasures. No oral, telegraphic, telephone, mail, e-mail, or facsimile Quotes will be accepted. It is recommended that graphics be kept to a minimum. Only those graphics essential to the Quote should be included.
  - d. Quotes must be received prior to the Quote Due Date and Time set forth in Section 1, Submission Instructions for Respondents.
6. **Respondent Contract Administrator:** In the Quote, Respondents shall clearly identify the name of the person who is assigned the responsibility of promptly answering questions or providing clarification on the Quote, by stating the name, title, email address, and phone number of that person.
7. **Public Records:** This RFQ and each Quote received (inclusive of pricing information), along with copies of all documents pertaining to the Award of a Contract, shall be kept by PSU and shall be open to public inspection. If a Quote contains any information that is considered a trade secret by the Respondent under ORS 192.345(2), each sheet of such information must be clearly marked with the following:

**"This data constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."**

The Oregon Public Records Law, ORS 192.345(2), exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies "unless the public interest requires disclosure in the particular instance." Therefore, non-disclosure of documents or any portion of a document submitted as part of a Quote may depend upon official or judicial determinations made pursuant to the Public Records Law.

Respondents must mark only specific pages or text in their Quote considered a "trade secret" under Public Records Law. Quotes in which the entire document is marked or otherwise identified in its entirety as confidential or a "trade secret" may be rejected or, if PSU accepts the

Quote, PSU, in its sole discretion, may disclose the Quote in its entirety without notice or liability to the Respondent.

8. **Information Submitted:** Respondents are cautioned that it is the Respondent's sole responsibility to submit information related to the evaluation categories, and that PSU is under no obligation to solicit such information if it is not included within the Quote. Failure by the Respondent to submit such information may cause an adverse impact on the evaluation of the Quote, including rejection of the Quote as non-responsive.
9. **Evaluation Criteria:** Any contract(s) resulting from this RFQ will be awarded based upon the evaluation criteria and methodology given in this RFQ and in accordance with applicable Oregon state laws and regulations, PSU Standards, and PSU policies.
10. **The Evaluation Process:** All Quotes received by the Due Date and Time will be reviewed by PSU. PSU will determine the extent to which each Quote conforms to the specifications and will be evaluated according to criteria identified in this RFQ. The following process will be used:
  - a. Quotes will be evaluated for completeness and compliance with the RFQ requirements. **PSU reserves the right to reject those Quotes that are not in the proper form, are incomplete, or that were not received by the Due date and Time.** PSU reserves the right to waive what are, in PSU's judgment, minor informalities or discrepancies. Quotes considered complete will be evaluated to determine if they comply with the administrative, contractual and technical requirements of the RFQ. If the Quote is unclear, PSU may ask Respondents to provide written clarification if it is in the best interest of PSU to do so. PSU reserves the right to reject those Quotes that do not meet all requirements.
  - b. The selection of "Finalist" Respondent(s) will be determined by PSU scoring the Quotes to determine the overall Quote score.
  - c. Finalist Respondents may be invited, at PSU's sole discretion, to make an oral presentation, provide an in-person demonstration, and/or participate in an interview in support of the Quote. Such presentations, demonstrations, and/or interviews will be made to PSU. If held, the presentations, demonstrations, and/or interviews will be scheduled.
  - d. PSU will then combine the remaining scores for Finalist Respondents pursuant to RFQ Section 4, Evaluation Criteria, and the findings of PSU will be summarized and the summary and award recommendation(s) will be forwarded to the PSU Contracting and Procurement Services office.
  - e. PSU Contracting and Procurement Services will review the recommendation and approve or reject PSU's selection.
11. **Investigation of References:** PSU reserves the right to investigate and verify the references provided by Respondents, and to evaluate the past performance of any Respondent with respect to its performance of similar projects, compliance with specifications and contractual and fiduciary obligations, completion or delivery of a project on schedule, and its lawful payment of suppliers, sub-contractors, and workers. PSU reserves the right to reject any or all Quotes at any time prior to PSU's execution of a contract if PSU's investigation and

verification of Respondent's references or its past performance of a contract should prove to be unsatisfactory to PSU.

12. **Consideration of Past Performance:** PSU reserves the right to consider past performance, historical information and other facts, whether gained from the Respondent's Quote, question and answer conference, references, demonstrations, or any other source in the evaluation process.
13. **Reservation of Rights:** PSU has and reserves the right to reject a Respondent and refuse to enter into a contract if PSU, based upon reasonable grounds, determines that the best interests of PSU would not be served. This right may be exercised by PSU for any reason set forth in PSU Standards. If PSU rejects a Respondent, PSU will give the Respondent notice, specifying the grounds for rejection, and allow the Respondent three (3) calendar days to respond in writing to PSU's notice of rejection. Following such response by Respondent, PSU, at its sole discretion, may still choose to reject the Respondent.
14. **Post-Selection Review & Finalists:** Unless this RFQ is canceled, after PSU opens all timely-received Quotes, PSU will evaluate all such Quotes in accordance with the evaluation process and criteria set forth in this RFQ. PSU may rank the Quotes to determine the "finalist" Respondent(s). Finalists will be selected based upon the highest-ranked, responsive Quotes from responsible Respondents after evaluation of the Quotes according to the evaluation and selection criteria in this RFQ and applicable statutes, administrative rules, and PSU Standards and policies. PSU reserves the right to select the Quote(s) based on the evaluation criteria and scores identified in the RFQ.
15. **Best and Final Offer:** Pursuant to PSU Standard 580-061-0155, PSU reserves the right to select the Respondent that, in the collective opinion of the evaluation committee, offers the best overall benefit, convenience, functionality and service at the best-value cost to PSU. PSU reserves the right to conduct discussions with the finalist Respondents, to accept best and final offers from those finalists, and to negotiate changes, if it is in PSU's best interest to do so.
16. **Negotiation of Final Contract:** Limited negotiation of the proposed contract may be required to effect a successful procurement. Respondents may propose inclusion of certain supplemental terms and conditions, including but not limited to Respondents' software license agreements, maintenance contracts, and technical support agreements, in the final contract. Such negotiation may occur at PSU's discretion.
17. **Respondent Agreements and Supplemental Terms and Conditions:** Respondents may submit proposed supplemental agreement terms and conditions of any form (contracts or documents) that the Respondent desires to be incorporated as part of the contract. Any such terms and conditions and/or objections to RFQ Section 5, PSU Standard Contract Terms & Conditions, must be included at the end of the Quote and be clearly identified as "proposed supplemental agreement terms and conditions". By accepting delivery of these items, PSU is not bound to accept them or incorporate them as part of an ensuing contract. While PSU will not consider supplemental terms and conditions that materially conflict with the provisions of this RFQ, at PSU's sole discretion, PSU may choose to consider and negotiate the inclusion of such terms and conditions contained in such Respondent agreements and contracts or documents reasonably related to this RFQ as supplemental to RFQ Section 5, PSU Standard Contract Terms & Conditions. If the parties do not agree on the inclusion of the supplemental terms and conditions, PSU may: 1) enter into a contract with the apparent successful Respondent without

incorporating the terms and conditions submitted by the Respondent; or (2) the submission will be considered non-responsive and PSU may enter into a contract with another responsive Respondent. Any Respondent that desires to have terms and conditions negotiated must submit the terms and conditions that are to be considered for negotiation at the time of submission of the Quote. PSU will not consider any terms and conditions that are not submitted with the Quote.

18. **Binding Offer:** Submission of a Quote constitutes a firm, binding and irrevocable offer for a period of one hundred twenty (120) calendar days following the Quotes Due Date and Time.



## **SECTION 3: SCOPE OF WORK**

### **1. Contract Term**

The term for the contract awarded pursuant to this solicitation shall commence on the date of last signature of the parties and shall remain in effect until May 30, 2026. All invoicing for all activity must be submitted by June 5, 2026.

### **2. Financial Consideration**

The maximum dollar value for the initial term of the contract shall not exceed \$150,000 including media spend. This amount may be amended at PSU's sole discretion.

### **3. Background**

PSU is seeking a strategic communications partner to co-develop and execute comprehensive marketing and public relations campaigns for Maseeh College of Engineering and Computer Science to elevate the research and service strengths of the college, attract new students, and amplify the impact of the college's mission.

### **4. Services**

The successful respondent to this RFQ will have expertise in strategic marketing and public relations including, but not limited to:

- A. Paid media planning such as social media marketing, google campaigns, etc.;
- B. PR strategy;
- C. Proactive press outreach;
- D. Event support; and
- E. Performance reporting such as Google analytics, other KPIs, social media metrics, etc.

### **5. Deliverables/Scope of Work**

The objectives of the marketing and PR campaigns are as follows:

- A. Increase student enrollment across key pathways and programs;
- B. Raise local, regional, and national awareness of Maseeh College's values, leadership, and offerings;
- C. Highlight the college's role in driving inclusive innovation and equity in STEM;
- D. Engage underrepresented, Indigenous, international, and nontraditional student audiences;
- E. Build media visibility for the dean's leadership and faculty/student research excellence.

To achieve these objectives PSU and Maseeh College are expecting the following:

#### **A. Focus Campaigns:**

- 1) Enrollment-Focused: Campaigns will target indigenous student recruitment, a post-bac bridge program for career-changers, civil engineering promotion emphasizing career readiness, and a 4+1 graduate program.
- 2) Awareness & PR: Efforts will focus on story placements for the dean, press outreach on the college's equity mission, research storytelling (AI, semiconductors, robotics, etc.), and developing faculty thought leadership pieces.

#### **B. Target Audiences:**

Campaigns should target prospective undergraduate and graduate students (especially BIPOC, first-generation, and international), parents and community influences, media, employers, and Portland-based partners.

### Detailed Scope of Work:

The selected firm will collaborate with Maseeh's Marketing & Communications Manager to highlight all five departments within the Maseeh College of Engineering and Computer Science: (1) Civil and Environmental Engineering, (2) Computer Science, (3) Engineering and Technology Management, (4) Electrical and Computer Engineering, and (5) Mechanical and Materials Engineering. The scope includes:

#### Marketing:

- A. Strategy development for enrollment and awareness campaigns;
- B. Paid media planning and buying across social (Instagram, TikTok, Reddit), search/display (Google Ads), traditional (print, radio), programmatic, and international (WhatsApp, WeChat) channels; and
- C. A/B testing, campaign optimization, and reporting on key metrics.

#### Public Relations:

- A. PR strategy and messaging development;
- B. Proactive outreach to local, regional, and national press;
- C. Securing high-profile speaking engagements (e.g., TED, SXSW) for the dean and Faculty; and
- D. Event planning and amplification support.

#### Metrics & Evaluation:

- A. Establish baseline metrics and clear Key Performance Indicators (KPIs) at the start of campaigns; and
- B. Provide ongoing reporting on engagement, conversion, media placements, and audience insights.

### **In your Quote, please include an adequate description of the following items:**

1. **Quote Summary.** Provide a summary of your specific strategic marketing and public relations qualifications, including your firm's expertise with the services described above in Section 4, A through E. Please be quantitative and practical in detailing why your agency is the best respondent for this contract award. It is also important to share any experience your agency has had in marketing and public relations for higher education institutions, DEI, and/or public sector marketing. The Quote Summary is not to exceed 10 pages, not including the following items: the work plan, portfolio samples, pricing, references, and diversity matrix.
2. **Work Plan.** Provide your project approach, a campaign timeline, and metrics/reporting plan in this work plan. Please be as clear as possible.
3. **Portfolio Samples.** Provide portfolio samples or relevant case studies of the services outlined in the scope of work including results.
4. **Price.** Provide a Quote which includes the hourly rate and a maximum not to exceed cost, including any and all expenses, broken down by deliverable, A. Marketing, B. Public Relations, and C. Metrics and Evaluation.
5. **References.** Provide 3 references (name, title, address, telephone number and email address) for whom your firm has provided similar services as described in the scope of work of this RFQ.

PSU, at its sole discretion, will determine which references to contact and the total number of references that will be contacted. PSU may gather additional information or contact additional references relating to your Quote and may utilize such information in evaluating the Quote.

6. **Diversity**. The Diversity Matrix (described in Section 4: Evaluation Criteria).

These items are further described in Section 4: Evaluation Criteria.

## **SECTION 4: EVALUATION CRITERIA**

Failure to provide the information requested in SECTION 3: Scope of Work may result in rejection of the Respondent's Quotation as non-responsive. Responses should be of sufficient length and detail to demonstrate that the Proposer has a thorough understanding of the PSU environment and why they Proposer feels it best meets PSU needs. Responsive Quotations submitted in response to this RFQ will be evaluated in accordance with the following criteria:

### **QUOTE AWARD:**

PSU reserves the right to not award this contract to any of the Respondents if it is in the best interest of PSU to do so. Those Quotations which have been deemed responsive will be evaluated in accordance with the following criteria:

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#### ***Summary of Evaluation Criteria***

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1. **Quote Summary:** (40 POINTS POSSIBLE)
2. **Work Plan:** (30 POINTS POSSIBLE)
3. **Portfolio Samples:** (20 POINTS POSSIBLE)
4. **Price:** The lowest responsive Quote shall receive the full point value for this section; other Quotes will receive points in inverse proportion to the lowest price Quote. **(20 POINTS)**
5. **References:** (10 POINTS POSSIBLE)
6. **Exhibit A: Diversity Matrix:** (18 POINTS POSSIBLE)
7. **Optional – Oral Presentation/Interview\*** (25 POINTS POSSIBLE)

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#### ***Summary of Evaluation Criteria***

Quote Summary	40	Points
Work Plan	30	Points
Portfolio Samples	20	Points
Price:	20	Points
References:	10	Points
Exhibit A: Diversity Matrix	18	Points
<b>SUBTOTAL POINTS POSSIBLE</b>	<b>138</b>	<b>Points</b>
Optional – Oral Presentation/Interview (if held):	25	Points
<b>TOTAL POINTS POSSIBLE</b>	<b>163</b>	<b>Points</b>

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**\*Oral Presentation/Interview.** PSU may request clarification of any Quote by phone, in writing, or during an in-person presentation or interview. During the presentation or interview, the Respondent will not be allowed to make changes to the Quote. The presentation or interview is an opportunity for PSU to seek clarification of items indicated in the Quote in order to assist in the evaluation of the Quote. Information presented during the presentation/interview shall be evaluated on the above criteria. If PSU, in its sole discretion, determines that no oral presentation/interview will be held, no points will be awarded under this criterion.

## **SECTION 5: PSU STANDARD CONTRACT TERMS & CONDITIONS**

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

**1. DEFINITIONS:**

"Agreement" 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 Portland State University and is synonymous with "Buyer".

**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 state and federal government, and their duly authorized representatives shall have access to such fiscal records and other books, documents, paper, plans and writings of Contractor that are pertinent to this Agreement to perform examination and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or relating to this Agreement, whichever date is later.

**3. AMENDMENTS:**

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

**4. APPROVALS:**

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

**5. ASSIGNMENT/SUBCONTRACT:**

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of PSU. No such written approval shall relieve Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to the Agreement as if no such assignment had occurred.

**6. BREACH OF AGREEMENT:**

If Contractor breaches any of the provisions of this Agreement, PSU reserves the right to cancel this Agreement effective immediately upon written notice to Contractor. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Contractor's breach of contract. PSU shall also have any and all remedies provided under the Uniform Commercial Code (ORS chapter 72) in the event of breach of contract 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 contract 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 Agreement, be exposed to or acquire information that is confidential to PSU. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Agreement 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 Agreement, 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 Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement, 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 contract) 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 contract) 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 contract. 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 solicitations.

**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 this 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. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**19. INDEMNIFICATION:**

Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this Agreement, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend (at PSU's request and with legal counsel acceptable to PSU), indemnify, and hold harmless PSU and the PSU Board of Trustees, along with any of their past, present, or future 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 comprehensive general liability (CGL) insurance insuring Contractor with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate with adequate umbrella coverage as well as 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. Portland State University, and its Board of Trustees, and its officers, agents, and employees shall be included as additional insured's 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 insurance. 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 Agreement ("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 PSU 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 this 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 Contracting and Procurement Services office, as set forth on Page 1 of the solicitation document, and b) to Contractor as set forth on the Bid, Quote, 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 by personal delivery shall be deemed to be given when actually delivered. Any communication or notice by email shall be deemed to be given one (1) day after sending.

**28. PAYMENT:**

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

**29. PAYMENTS REQUIRED:**

For all goods and services provided under this Agreement, Contractor shall: (a) pay promptly, as due, all persons supplying labor or material; (b) pay all contributions or amounts due the industrial accident insurance provider from the Contractor or any sub-contracted Contractor; (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 section 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 Agreement. 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 applicable 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 Agreement, whether federal, state, or local. It is agreed that the Contractor has anticipated these taxes and included them in its pricing.

**38. TERMINATION:**

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

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

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

c. The rights and remedies of PSU provided in the above clause are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**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, appendices, attachments, solicitation, and Contractor's Quote or Proposal constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

**42. WAIVER:**

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

**43. WARRANTIES:**

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

## **EXHIBIT A: DIVERSITY MATRIX**

Check all the boxes in the table below that apply to you or your company:

<b>DIVERSITY EVALUATION MATRIX</b>	
<input type="checkbox"/>	<p><b><u>6 Points - COBID Small Business Certification</u></b></p> <p>Your company maintains a current valid Oregon small business certification issued through the Office for Business Inclusion and Diversity for one of the following: Disadvantaged Business Enterprise (DBE), Minority*/Women Business Enterprise (MWBE), Emerging Small Business (ESB), or Service Disabled Veteran (SDV). Respondents must include a copy of a valid and current certification with their response in order to receive the 6 points available for this category.</p>
<input type="checkbox"/>	<p><b><u>Maximum 6 points possible - Company's diversity recruitment hiring program</u></b></p> <p>In order to receive the highest number of points possible for this category, Respondents must provide detailed information regarding your company's commitments to providing equal employment opportunities including your efforts to develop an internal diverse workforce; internal on-the-job training, mentoring, technical training and/or professional development opportunities addressing diversity; and the process(es) used to recruit women and minorities.</p>
<input type="checkbox"/>	<p><b><u>Maximum 6 points possible - Company's community diversity program</u></b></p> <p>In order to receive the highest number of points possible for this category, Respondents must provide detailed information regarding your company's commitment to supporting workforce diversity within your community.</p>

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

The Office for Business Inclusion and Diversity ("COBID") administers the Disadvantaged Business Enterprise (DBE), Minority/Women Business Enterprise (MWBE), Emerging Small Business (ESB), and Service Disabled Veteran (SDV) certification programs. Additional information is available at the following COBID certification website:

<http://www.oregon4biz.com/How-We-Can-Help/COBID/>

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Authorized Name (type or print): \_\_\_\_\_

## **EXHIBIT B: RESPONDENT CERTIFICATION**

**EACH RESPONDENT MUST READ AND COMPLY WITH THE FOLLOWING SECTIONS. FAILURE TO DO SO MAY RESULT IN QUOTE REJECTION.**

### **SUBSECTION I: CERTIFICATION OF COMPLIANCE WITH TAX LAWS**

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

### **SUBSECTION II: FINANCIAL RESPONSIBILITY**

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

PSU may postpone the execution of the contract in order to complete its investigation and evaluation. Failure of an apparent successful Respondent to demonstrate financial responsibility, as required under OAR 580-061-0130(3)(g)(A) as adopted in PSU Standards, shall render the Respondent non-responsible and shall constitute grounds for Quote rejection, as required under OAR 580-061-0130.

The undersigned agrees and certifies that he/she:

1. Has read and understands all RFQ instructions, specifications, and terms and conditions contained herein (including any attachments listed in this document);
2. Is an authorized representative of the Respondent, that the information provided in this Quote is true and accurate, and that providing incorrect or incomplete information may be cause for Quote rejection or contract termination;
3. Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein;
4. Will furnish the designated item (s) and/or service(s) in accordance with the RFQ, Quote and the agreement; and
5. Respondent will provide/furnish federal tax ID, federal employee identification number or social security number with Quote submission.

### **SUBSECTION III: RESPONDENT STATUS CERTIFICATION**

The Respondent certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Where the Respondent is unable to certify the statements in this certification, such Respondent shall attach an explanation to this Quote.

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### **SUBSECTION IV: SIGNATURE BLOCK**

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

\_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID / Federal Employer Identification Number (FEIN): \_\_\_\_\_

Legal name of Respondent: \_\_\_\_\_

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