



REQUEST FOR PROPOSALS

RFP # 2021-04

**COLLEGE UNION BUILDING AND CENTER FOR EXCELLENCE IN
ENGINEERING TECHNOLOGY (CEET) BUILDING – AUDIO/ VISUAL (A/V)
EQUIPMENT SUPPLY AND INSTALLATION**

ISSUE DATE: June 17, 2021

CLOSING DATE: Wednesday, July 7, 2021

CLOSING TIME: 1:00 P.M., PST

TABLE OF CONTENTS

	Page
Section I - Information Regarding Proposal	3
Introduction.....	3
General Information.....	3
Schedule of Events.....	4
General Provisions	4-8
Term of Contract.....	8
Delivery of Proposals.....	8
Background.....	8-10
Scope of Work	10-11
Section II - Information Required from Proposers	12
Proposal Form and Content	12
Required Proposal Content	12
Evaluation Criteria.....	12-13
Section III – Questionnaire for Proposers.....	14
Section IV – Contract Terms and Required Documents	15
Notice of Interest	15
Bidder/Proposer Tax Law and Non-Discrimination Certification.....	16
Exhibit A – Oregon Tech Sample Contract	17-28

OREGON INSTITUTE OF TECHNOLOGY REQUEST FOR PROPOSALS

College Union Building and Center for Excellence in Engineering Technology (CEET) Building
– Audio/ Visual (A/V) Equipment Supply and Installation

Section I - Information Regarding Proposal

INTRODUCTION

The Oregon Institute of Technology (“Oregon Tech”) is seeking proposals to select a contractor to provide the following: Design, procurement, installation and support of AV equipment for the CEET Auditorium, CEET Boardroom and CU Conference Rooms.

IMPORTANT NOTICE

It will be the responsibility of potential proposers to refer daily to the Public University Procurement Website (<https://www2.wou.edu/nora/orpu.bid.home>) to check for any available addenda, response to clarifying questions, cancellations or other information pertaining to this Request for Proposals (“RFP”).

Mandatory Pre-Proposal Conference & Tour: Wednesday, June 30, 2021 1:00 PM – 2:00 P.M., PST.

The mandatory pre-proposal conference and tour will begin in the Sunset Conference Room on the Second Floor, Student Union located at 3201 Campus Drive, Klamath Falls, Oregon. The meeting is intended to clarify the requested information and provide an opportunity for questions and answers. There will be additional site data available for review and a site tour. There will be no other site tour opportunities for Proposers and their team members.

Attendance and sign-in is required in order to be eligible to submit a proposal.

GENERAL INFORMATION

Issuing Office: The Information Technology Services (ITS) Department of Oregon Tech is the Issuing Office and is the sole point of contact for clarifications regarding technical specifications in this RFP. The Oregon Tech Procurement and Contract Services Office is the sole point of contact regarding the RFP process. All correspondence pertaining to these two matters should be appropriately addressed to the contact persons below:

Content and Technical Specifications

Tony Richey, Chief Technology Officer
Telephone: (541) 885-1718
Email: Tony.Richey@oit.edu

RFP Process Questions:

Vivian Chen, J.D., Director of Procurement, Contracts, and Risk
Telephone: (503) 821-1266
Email: Purchasing@oit.edu

SCHEDULE OF EVENTS

The timing and sequence of events resulting from this RFP will be ultimately determined by Oregon Tech. The following schedule is illustrative of optimal timing goals:

RFP Issue Date.....	June 17, 2021
Deadline for Protest of Specifications	June 25, 2021 (5:00 P.M., PST)
All Clarifying Questions Due	June 25, 2021 (5:00 P.M., PST)
Notice of Interest Deadline	June 28, 2021 (5:00 P.M., PST)
Closing Date (Proposals Due).....	July 7, 2021 (1:00 P.M., PST)
Deadline for Protest of Award	seven (7) calendar days after date on Notice of Award letter
Anticipated Contract Begin Date	On or around July 16, 2021

GENERAL PROVISIONS

Oregon Tech reserves the right to reject any and all proposals received as a result of this RFP. Oregon Tech Policy Chapter 580-61 and 580-62 govern the procurement process for Oregon Tech.

1. Modification or Withdrawal of Proposal. Any proposal may be modified or withdrawn at any time prior to the closing deadline, provided that a written request is received by the Procurement and Contract Services Office, prior to the Closing Date. The withdrawal of a proposal will not prejudice the right of a Proposer to submit a new proposal.

2. Notice of Interest. The Notice of Interest (form attached below) should be submitted to the Procurement and Contract Services Office by 5:00 P.M., PST, on the date indicated in the Schedule of Events, via email. In the Notice of Interest, the Proposer must provide the name of the primary contact person, plus that person's telephone number and email address for communication of information about the RFP. Proposers that complete and return the Notice of Interest will receive the same supplementary information. Submission of the Notice of Interest is not a mandatory requirement for Proposers to submit a proposal.

3. Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 P.M., PST, on the date indicated in the Schedule of Events, at the Procurement and Contract Services email address as listed in the Contact Information section of the RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements.

The purpose of this requirement is to permit Oregon Tech to correct, prior to the opening of proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition.

Oregon Tech will consider all requested changes and, if appropriate, amend the RFP. Oregon Tech will provide reasonable notice of its decision to all Proposers that submit a Notice of Interest and on the Public University Procurement Website (<https://www2.wou.edu/nora/orpu.bid.home>).

No oral or written instructions or information concerning this RFP from Oregon Tech managers, employees or agents to prospective Proposers shall bind Oregon Tech unless included in an Addendum to the RFP.

4. Protests of the RFP/Specifications: Protests must be in accordance with Oregon Tech Policy Section 580-061-0145. Protests of Specifications must be received in writing on or before 5:00 P.M., PST, on the date indicated in the Schedule of Events, or within seven (7) business days of issuance of any addendum, at the Procurement and Contract Services email address as listed in the Contact Information section of the RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

5. Addenda: If any part of this RFP is amended, addendum will be provided on the Public University Procurement Website (<https://www2.wou.edu/nora/orpu.bid.home>), with a copy to all parties who submit the Notice of Interest.

6. Post-Selection Review and Protest of Award: Oregon Tech will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right in the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter to review the file and evaluation report at the Procurement and Contract Services Office and file a written protest of award, pursuant to Oregon Tech Policy Section 580-061-0145. Any award protest must be in writing and must be delivered by email to the address for the Procurement and Contract Services Office as listed in the Contact Information section of the RFP.

Oregon Tech will consider any protests received and:

- (A) reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- (B) sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, Oregon Tech may name a new apparent successful Proposer; OR
- (C) reject all proposals and cancel the procurement.

The Oregon Tech Vice President for Finance and Administration or designee will timely respond to the protest after receipt. This decision shall be final.

7. Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the sole discretion of Oregon Tech.

8. Public Records: proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a proposal contains any information that is considered a

TRADE SECRET under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.” ORS 192.500(1). Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

9. Investigation of References: Oregon Tech reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers and any other factor relevant to this RFP. Oregon Tech may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

10. RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the proposal, cost of attendance at an interview (if requested by Oregon Tech) or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by Oregon Tech.

11. Clarification and Clarity: Oregon Tech reserves the right to seek clarification of each proposal, or to make an award without further discussion of proposals received. Therefore, it is important that each proposal be submitted initially in the most complete, clear and favorable manner possible.

12. Right to Reject Proposals: Oregon Tech reserves the right to reject any or all proposals, if such rejection would be in the public interest, as determined by Oregon Tech.

13. Cancellation: Oregon Tech reserves the right to cancel or postpone this RFP at any time or to award no contract.

14. Proposal Terms: All proposals, including any price quotations, will be valid and firm through a period of sixty (60) calendar days following the Closing Date. Oregon Tech may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

15. Oral Presentations: At Oregon Tech’s sole option, Proposers may be required to give an oral presentation of their proposal to Oregon Tech, a process which would provide an opportunity for the Proposer to clarify or elaborate on the proposal, but will in no material way change Proposer’s original proposal. If the evaluating committee requests presentations, the Issuing Office will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by Oregon Tech. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written proposals should be complete.**

16. Usage: It is the intention of Oregon Tech to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

17. Sample Contract: Submission of a proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms listed in Exhibit A – Oregon Institute of Technology Goods and Services Contract, attached hereto and made a part hereof. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 3 and 4 of the “General Provisions” of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP.

18. Review for Responsiveness: Upon receipt of all proposals, the Issuing Office or designee will determine the responsiveness of all proposals before submitting them to the evaluation committee. If a proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. Oregon Tech reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a proposal. The Proposer’s contact person identified on the proposal will be notified, identifying the reason(s) the proposal is non-responsive.

19. Rejections and Withdrawals. Oregon Tech reserves the right to reject any or all proposals or to withdraw any item from the award.

20. RFP Incorporated into Contract. This RFP will become part of the Contract between Oregon Tech and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their proposal(s), and the terms of Exhibit A.

21. Communication Blackout Period. Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee about the RFP until the apparent successful Proposer is selected, and all protests, if any, have been resolved.

22. Prohibition on Commissions. Oregon Tech will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process.

23. Ownership of Proposals. All proposals in response to this RFP are the sole property of Oregon Tech, and subject to the provisions of Oregon Revised Statutes ORS 192.410-192.505 (Public Records Act).

24. Clerical Errors in Awards. Oregon Tech reserves the right to correct inaccurate awards resulting from its clerical errors.

25. Rejection of Qualified Proposals. Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions or specifications of the RFP or the Oregon Tech Sample Contract.

26. Collusion. By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, or employee of Oregon Tech has a pecuniary interest in this proposal.

27. Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from Oregon Tech. Oregon Tech reserves the right to modify the Evaluation Committee make-up in its sole discretion. The committee’s recommendations will be forwarded to the Vice President for Finance and Administration, or designee, for final approval.

28. Commencement of Work: The Proposer shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by Oregon Tech.

29. Best and Final Offer: Oregon Tech may request best and final offers from those Proposers determined by Oregon Tech to be reasonably viable for contract award. However, Oregon Tech reserves the right to award a contract on the basis of initial proposal received. Therefore, each proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, Oregon Tech may select for final contract negotiations/execution the offers that are most advantageous to Oregon Tech, considering cost and the evaluation criteria in this RFP.

TERM OF CONTRACT

The Contract is expected to begin on or about July 16, 2021. Oregon Tech intends to reserve the right upon thirty (30) days' notice to the Contractor to terminate the Contract for its convenience.

DELIVERY OF PROPOSALS

The complete proposal (including all attachments) must be emailed and must be electronically received by **1:00 P.M. PST, July 7, 2021**. **Email subject line must be "Response to RFP# 2021-04."** Proposer ***must*** telephone and confirm electronic receipt of the complete emailed document(s) with the Procurement and Contract Services Office before the above time and date deadline. Proposals delayed or lost by email system filtering or failures may be considered at Oregon Tech' sole discretion.

It is the responsibility of the Proposer to ensure that proposals arrive by the closing date and time. **NO LATE PROPOSALS WILL BE ACCEPTED.** Proposals may not be submitted by telephone or fax. Proposals must be e-mailed to:

Email: Purchasing@oit.edu

Proposals will be publicly opened by a designee in the Procurement and Contract Services Office on the Closing Date.

BACKGROUND

Oregon Tech is seeking a contractor to build-out and install AV technology into seven (7) conference rooms in the College Union Building, one (1) auditorium in the newly built CEET Building and a boardroom in the same CEET Building. The CEET Building is new construction. The College Union Building is a functioning building and the conference rooms are active but need a major upgrade.

The College Union Building has four (4) conference rooms which combine to create two (2) larger conference areas. The Crater Lake Complex is made up of the Mazama Conference Room and the Mt. Scott Conference Room. Also, the Bailey/Thielsen Conference Room is made up of the Mt. Bailey Conference Room and the Mt. Thielsen Conference Room.

We are looking for a complete system in each room. Ease of use and ease of maintenance. Items for installation do not need to be top of the line, but the equipment does need to be reliable and have a life span of at least five (5) years.

The size of the rooms:

College Union Building:

- Crater Lake Complex: 2066 sq ft.
 - Mazama Conference Room: 1665 sq ft.
 - Mt Scott Conference Room: 1396 sq ft.
- Sunset Conference Room: 2020.83 sq ft.
- Bailey/Thielsen Conference Room: 1560 sq ft.
 - Bailey Conference Room: 688 sq ft.
 - Thielsen Conference Room: 872 sq ft.
- McLoughlin Conference Room: 1252 sq ft.
- Diamond Peak Conference Room: 614.69 sq ft.

Center for Excellence in Engineering and Technology (CEET) Building:

- CEET Auditorium Room 121: Approx. 3175 sq ft.
- CEET Boardroom Room 248: Approx. 1425 sq ft.

Existing Equipment:

The College Union has the following new equipment that will also need to be installed in the rooms.

Quantity	Equipment Description
4	Poly TC8 touch control for use with Poly G7500, Studio X30 and Studio X50. Requires PoE network connection or optional external power injector (2200-66740-XXX)
3	Polycom Universal Camera Mounting for EagleEyeIV-12x&4x. Mounts on the wall/other flat surfaces over 6.5in deep or flat screen displays greater than 5/8in thick. Includes tripod mount. Also supports EagleEye Director, EagleEye HD, EagleEye III, EagleEye V
4	Poly P011 G7500,EE4-12X
1	Polycom EagleEye Director II base, power supply, NA power cord. Interworking with RP Group series systems requires: HDCI input on codec, RP Group series systems sw v6.1 or later. Work as a USB camera system need SW 1.1 or later. Mnt Cnt Reqd.
2	DTP CrossPoint 108 4K IPCP MA 70 Extron 10x8 Seamless 4K Scaling Presentation Matrix Switcher with AV LAN - 100 Watt 70 Volt Mono Power Amplifier, LinkLicense for User Interfaces Upgrade
1	DTP CrossPoint 86 4K IPCP MA 70 Extron 8x6 Seamless 4K Scaling Presentation Matrix Switcher with AV LAN - 100 Watt 70 Volt Mono Power Amplifier, LinkLicense for User Interfaces Upgrade
4	EagleEye Digital Extender Polycom EagleEye Digital Extender, extend the EagleEye IV or EagleEye Acoustic cameras up to 100m from the codec via customer provided Cat 5e cable. Includes: transmitter, receiver and 1m HDCI/mini-HDCI digital cable. (order power cord separately).
1	EagleEye IV-12x Camera Polycom EagleEye IV-12x Camera with Polycom 2012 logo, 12x zoom, silver and black, MPTZ-10. Compatible with RealPresence Group Series software 4.1.3 and later. Includes 3m HDCI digital cable
1	EagleEye IV-12x Wide Angle Lens Polycom EagleEye IV-12x wide angle lens. Provides up to 85 degree field of view. Includes counter weight and lens hood. Recommended for small room only. May produce some artifacts in large room settings
4	TCG MP Misc. Product Poly 4877-09900-671 RealConnect Service for MSFT Teams Video Interop. Per unit Concurrent VTC subscription, pre-paid 1-year plan effective on service commitment. Service includes Advantage support. 1 YR.
4	Poly 4877-85760-513 Polycom Advantage, 1 yr, Poly G7500 4k CO
4	Poly 4877-30760-513 Poly Adv, 1 YR, Poly Touch 8
4	Poly 4870-09902-670 Could OD Service, 1 YR Production Serv

1	Poly 4877-69424-513 Polycom Adv, 1Y, Eagle Eye Director II
8	Poly 2215-85360-001 IP Ceiling Microphone Array-White: Contains Electronics Interface, Wall Plate, one IP Ceiling Microphone Array and 1 Ethernet Plenum 50 ft, 1 CAT 5E SHLD 7ft, 1 cable assy 6- 6p XLR White 24 ft CM4. Compatible with Poly G7500 codec.
2	Crestron 7 in. Room Scheduling Touch Screen, Black Smooth, with Multisurface Mount Kit and Room Availability Light Bar

The CEET Auditorium and Boardroom do not have existing equipment. This is new construction and will be new equipment supply and installation.

For all rooms we have standardized on Extron control systems, Poly camera systems and EMS for scheduling.

SCOPE OF WORK

College Union Building (Exhibit A):

Complete all seven conference rooms (Sunset, Mt. McLaughlin, Mt. Bailey, Mt. Thielsen, Mt. Mazama, Mt. Scott and Diamond Peak) August 31, 2021

Expectations:

Integration of existing new parts, listed in the Background above, into the build.

Ease of use rooms. One touch (if, possible) or scheduled start up,

Integration into existing building audio system.

Room Schedulers outside each door.

Smartboards or equivalent

Multiple screens in each room

Laser projectors (no bulbs)

At least 2 camera angles (presenter/audience)

Beam forming microphones arrays

Extron Controls

Specify cabling and cables used

CEET Building (Exhibit B):

Complete Boardroom by September 30, 2021

Complete Auditorium by October 31, 2021

Expectations:

Ease of use rooms. One touch (if, possible) or scheduled start up,

Room Schedulers outside each door.

High quality projector in Auditorium (i.e. Christie Digital)

Beam forming microphones arrays for the Boardroom

At least 2 camera angles (presenter/audience)

Extron Controls

Specify cabling and cables used.

Multiple screens in Boardroom.

Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall

comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and the required public works bond, as outlined in Sections C.1, C.2 and G.2.3 of the Oregon Tech General Conditions. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Contract:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 1, 2021, as amended on April 1, 2021, which can be downloaded at the following web address:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

The Work will take place in Klamath County, Oregon

Section II – Information Required from Proposers

PROPOSAL FORM AND CONTENT

Proposals that do not contain all the information requested in this and other sections may be rejected as non-responsive.

Submission Format

1. The proposal should be written on standard size (8½” x 11”) paper, using generally accessible word processing and document formats conducive to cut-and-paste transfer of information to contracts or other summary documents. MSOffice Suite and Adobe Acrobat documents are preferred.
2. Proposers should structure responses as outlined in this RFP. Proposals should be prepared so that responses are specifically addressed in the same order as the requested information identified below and on the Questionnaire. Pages should be numbered consecutively.

REQUIRED PROPOSAL CONTENT

1. You must complete the **Bidder/Proposer Tax Laws and Non-discrimination Certification** sheet, signed by an authorized company official.
2. The proposal must also include the following:
 - a. **Title Page or Cover Letter.** The title page or cover letter should indicate the date, subject, name of the Proposer, address, telephone number, e-mail address, name and title of the Proposer’s contact person as well as a signature of an authorized official with the authority to negotiate and contractually bind the Proposer.
 - b. **Questionnaire.** Complete and specific answers to the Questionnaire for Proposers. Please respond by restating each question and thereafter providing your answer in order beginning with question 1.
3. **Summary Statement.** The Proposer may, but is not required to, provide a summary statement as to its qualifications, as well as briefly describe (no more than 500 words) any special considerations the Oregon Tech should consider.

EVALUATION CRITERIA

Proposals will be evaluated for completeness and compliance with this RFP. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the proposal is unclear, Proposers may be asked to provide written clarification. **Proposals that do not specifically address the scope of work or do not include the complete proposal content may be rejected.**

Proposals will be evaluated based on the following criteria and questions outlined in the Questionnaire for Proposers:

- | | |
|---------------------------|-----------|
| 1. Background Information | 10 points |
| 2. Scope of Work | 35 points |

- | | |
|------------------------|-----------|
| 3. Cost Summary | 35 points |
| 4. Quality of Proposal | 10 points |
| 5. References Review | 10 points |

Total Possible: 100 points

Section III – Questionnaire for Proposers

Please submit your responses in order beginning with question 1 by restating the question, then providing your answer. Use additional sheets as necessary. Be specific with names and numbers.

1. Background Information

Description of past experience in the successful completion of similar services for higher education. Experience working with Oregon issues, preferred. Firms should provide evidence of the successful completion of at least three such projects. Please provide name, address, and telephone numbers of contact person for such projects.

Identify specific person(s) who would be responsible for the proposed work and include a brief resume for each. Please list references for each person identified including name, address and phone number of an appropriate reference contact person.

2. Scope of Work

Using the Scope of Work as a guide, outline a work plan, with target dates for beginning and completion of essential steps necessary to meet the deadlines.

3. Cost Summary

Pricing and fee schedules should be on an hourly rate and sufficiently descriptive to facilitate acceptance of a proposal. List the not-to-exceed (NTE) amount you propose for consulting services. Pricing should outline all estimated expenses, such as travel, lodging, printing and mailing, and miscellaneous expenses, which are separately reimbursable

***Please submit separate quotes for the CEET Auditorium, CEET Boardroom and the College Union Conference Room (all conference rooms as one quote).

4. References Review

Provide three references from clients your firm has served in the past three years, including one client that has newly engaged the firm in the past 36 months and one long-term client. Provide the name, address, and phone number of the references.

Section IV – Contract Terms and Required Documents

**College Union Building and Center for Excellence in Engineering Technology (CEET) Building –
Audio Visual (A/V) Equipment Supply and Installation
RFP #2021-04**

Notice of Interest

Name of Consultant/Firm: _____

Check One:

_____ Yes, this firm will submit a proposal in response to this RFP. Please forward any addenda to the RFP to my attention.

_____ No, this firm does not anticipate submitting a proposal in response to this request.

Comments:

Signature: _____ Date: _____

Print Name: _____

Title: _____ Phone: _____

Address: _____

Email address for contact: _____

Please email this form no later than June 28, 2021 to Purchasing@oit.edu.

**BIDDER/PROPOSER
TAX LAWS AND NON-DISCRIMINATION CERTIFICATION
RFP #2021-04**

I, the undersigned, have read all of the terms and conditions of this Request for Proposals, and I understand that if awarded the contract, I and the firm represented herein shall be bound by its terms and conditions and representations made in this response. I certify that Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

Certified Minority, Women, and Emerging Small Business

For statistical purposes only, please indicate if your firm is an Oregon certified minority, women, or emerging small business: **DBE** **MBE** **WBE** **ESB**

Certificate of Compliance with Tax Laws

I, the undersigned, (Check one)

- hereby certify under penalty of perjury that I am not in violation of any Oregon Tax laws,
- hereby certify under penalty of perjury that I am authorized to act on behalf of Contractor and to the best of my knowledge; Contractor is not in violation of any Oregon tax laws.

For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620

Business Designation (check one): Corporation Partnership Sole Proprietorship
 Governmental/Non-Profit Limited Partnership Limited Liability Partnership
 Limited Liability Company

Signature: _____ Date: _____
Name: _____ Title: _____
Firm: _____
Address: _____
City/State/Zip: _____ Phone: () _____
e-mail: _____ Fax: _____

Exhibit A

Oregon Tech Sample Contract

[Please see attached.]



**OREGON INSTITUTE OF TECHNOLOGY
GOODS AND SERVICES CONTRACT
CONTRACT #**

This Goods and Services Contract (“Contract”) is between the Oregon Institute of Technology, hereafter called “Oregon Tech” and _____, hereafter called “Contractor”. Oregon Tech’s Representative for this Contract is _____.

WHEREAS, the Oregon Tech and Contractor desire that Contractor provide the goods and/or services as more particularly described in the “Statement of Work” section of this Contract.

NOW, THEREFORE, the Parties agree as follows:

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on _____. However, such expiration shall not extinguish or prejudice Oregon Tech’s right to enforce this Contract with respect to: (i) any breach of a Contractor warranty; or (ii) any default or defect in Contractor performance that has not been cured.
2. **Statement of Work.** Contractor will _____. *Contractor agrees that it and its employees will comply with the Oregon Tech Tobacco-Free Campus Policy.*
3. **Consideration:** Subject to the provisions of ORS 293.462, Oregon Tech agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$ _____, for accomplishing the work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements contained in this Contract. Invoices should be submitted to: Oregon Institute of Technology, Accounts Payable – Snell Hall, 3201 Campus Drive, Klamath Falls, OR 97601 or baoapay@oit.edu.
 - a. If this box is checked, Contractor is authorized to request reimbursement of its travel related expenses in accordance with the Oregon Tech Contractor Reimbursement Policy as outlined in Exhibit C. Travel expense reimbursement is not in addition to the above indicated contract not to exceed amount.
4. **Terms and Conditions.** The terms and conditions of this Contract are contained on the following page titled “General Contract Provisions.”
5. **Notices.** Notices to Oregon Tech shall be directed and mailed as follows: Procurement and Contract Services, 27500 SW Parkway Ave., Wilsonville, OR 97070.
6. **Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Goods & Services Contract, Exhibit A (Schedule of Fees), Exhibit B (Insurance Requirements) and **Exhibit C (Contractor Travel Reimbursement Policy)**.
7. **Contractor Data.**

Name (tax filing):

Address:

Phone No.:

Email:

MWESB Certification #: _____

DBE MBE WBE ESB

Citizenship, if applicable: Non-resident alien __ YES __ NO

Business Designation: (Check one):

__ Corporation __ Partnership __ Limited Partnership __ Limited Liability Partnership

__ Sole Proprietorship __ Governmental/Non-Profit __ Limited Liability Company

**OREGON INSTITUTE OF TECHNOLOGY
GOODS AND SERVICES CONTRACT PROVISIONS**

1. **Compliance with Applicable Law:** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements or federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. 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 those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate Oregon Tech official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to 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.

2. **Disclosure of Tax ID or Social Security Number:** Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. The number is requested pursuant to ORS 305.385 and OAR 150-305-100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws. If required, this information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 28% backup withholding.

3. **Insurance:** Contractor shall provide insurance as indicated on Exhibit B, attached hereto and by this reference made a part hereof. 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 Oregon Institute of Technology and its trustees, officers and employees shall be included as additional insureds in said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months.

4. **Indemnity, Responsibility for Damages:** Contractor shall be solely responsible for all damage

to property, death, illness, bodily injury, loss, expense (including reasonable attorney's fees and costs), arising or resulting from or in any way related to (a) Contractor's breach of its obligations under this Contract or (b) any act or omission of Contractor, or any of its subcontractors, members, managers, directors, officers, trustees, agents, contractors, or employees. Contractor shall save, defend, indemnify, and hold harmless Oregon Tech and its board members, trustees, directors, officers, agents, contractors, employees, and members (collectively, the "Indemnified Parties") from and against any and all Damage (defined below) or Proceeding (defined below), arising or resulting from or in any way related to a Claim (defined below). The term "Damage" means any and all damage to property, death, illness, bodily injury, demands, losses, damages, liabilities, or expenses, including, without limitations, attorney's fees and costs, however incurred, including at trial, mediation, arbitration, in any bankruptcy proceeding, on appeal, and any petition for review. The term "Proceeding" means any and all third-party claims, suits, actions, and proceedings, of any kind or nature, including, without limitation, any lawsuit, mediation, arbitration, bankruptcy proceeding, appeal, or any petition for review. The term "Claim" means (a) Contractor's breach of its obligations under this Contract, (b) any act or omission of Contractor, its subcontractors, members, managers, directors, officers, trustees, agents, contractors, or employees, or (c) any material breach of a representation or warranty of Contractor contained in this Contract or related to this Contract or the work to be provided or actually provided by Contractor under this Contract. Contractor's obligations under this Paragraph shall survive the expiration or termination of this Contract for any reason.

In the event any Proceeding is brought against any of the Indemnified Parties by reason of any Claim, upon the request of Oregon Tech, Contractor shall resist or defend such Proceeding with counsel satisfactory to Oregon Tech, and Oregon Tech agrees to thereafter reasonably assist, at Contractor's expense, in such defense. Thereafter, Contractor shall have control of the defense and settlement thereof, but neither Contractor nor any attorney engaged by Contractor shall defend the Proceeding in the name of Oregon Tech, settle any portion of the Proceeding, nor purport to act as legal representative of Oregon Tech, without the prior written consent of Oregon Tech. At any time Oregon Tech may, at Contractor's expense, provide its own defense or assume its own defense from Contractor if Oregon Tech reasonably determines that (a) Contractor is prohibited from defending Oregon Tech, (b) Contractor is not adequately defending Oregon Tech's interests, or (c) an important governmental principle is at issue. If Contractor has assumed and is diligently proceeding with Oregon Tech's defense, Oregon Tech may settle any Claim (a) at Contractor's cost, only if Contractor consents to or approves such settlement, or (b) at Oregon Tech's cost, without Contractor's consent or approval. Contractor's obligations under this Paragraph shall survive the expiration or termination of this Contract for any reason.

5. **Failure to Perform:** If Contractor fails to perform any material obligation under this Contract, and thirty (30) calendar days after receipt of written notice describing with reasonable particularity the character of the default, Contractor has not cured the failure, Oregon Tech may withhold or recoup all moneys due and payable to Contractor under this Contract which relate to the non-performance, without penalty, until such failure to perform is cured or finally adjudicated. This remedy shall be in addition to, and cumulative of, any other remedy available to Oregon Tech, and the exercise of this remedy by Oregon Tech shall not prejudice or impair the availability to Oregon Tech of any other remedy at law or in equity for breach of this Contract.
6. **Remedies:** (a) In the event of termination Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the Oregon Tech, less previous amounts paid and any claim(s) which the Oregon Tech has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to Oregon Tech upon demand. (b) In the event of termination, Oregon Tech shall have any remedy available to it in law or equity. (c) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Oregon Tech expressly directs otherwise in such

notice of termination. Upon termination of this Contract, Contractor shall deliver to Oregon Tech all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon termination, all cash and securities held in the account shall be delivered by the Contractor to the Oregon Tech or in accordance with the Oregon Tech's written instruction. Any fees remaining outstanding and balances owing to the Contractor may be withheld from the assets delivered to the Oregon Tech or under the Oregon Tech's direction.

7. **Terminations:** (a) This Contract may be terminated at any time by mutual consent of the parties, or by Oregon Tech for convenience upon thirty (30) days' notice to the other party. (b) In addition, Oregon Tech may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the Oregon Tech, if (i) Federal or state laws, regulations or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or Oregon Tech is prohibited from paying for such Work from the planned funding source; or (ii) Any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. (c) This Contract may also be terminated by Oregon Tech for default (including breach of Contract) if (i) Contractor fails to provide services called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from Oregon Tech, fails to correct such failures within ten business days.
8. **Representations and Warranties:** Contractor represents and warrants to Oregon Tech that 1) Contractor has the power and authority to enter into and perform this Contract; 2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; 3) the work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; 4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
 - a. Performance Warranty. Contractor warrants that the goods provided to Oregon Tech shall consistently perform according to the performance characteristics described in the Statement of Work.
 - b. Service Warranty. Contractor warrants that the services provided herein to Oregon Tech, if any, will be performed in a workmanlike manner and in accordance with usual industrial standards. Contractor's liability and Oregon Tech's remedy under this services warranty are limited to Contractor's correction of such services, provided that written notice of such alleged defective services shall have been given by Oregon Tech to Contractor. Oregon Tech agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty.
9. **Hazard Communication:** Contractor shall notify Oregon Tech prior to using products containing hazardous chemicals to which Oregon Tech employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Oregon Tech's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
10. **Foreign Contractor:** If the 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 Secretary of State, Corporation Division, all information required by those agencies relative to

this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

11. **Taxes - Federal State and Local:** Oregon Tech will not be responsible for any taxes coming due as a result of this Contract, whether federal, state or local. It is agreed that Contractor has anticipated these taxes and included them in the response.
12. **Non-Appropriation:** Oregon Tech certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the Oregon Tech's reasonable administrative discretion, to continue to make payments under this Contract.

If sufficient funds are not provided in future legislatively approved budgets of Oregon Tech (or from applicable Federal, state, or other sources) to permit Oregon Tech in the exercise of its reasonable administrative discretion to continue this Contract, or if Oregon Tech or the program for which this Contract was executed is abolished, Oregon Tech may terminate this Contract without further liability by giving Contractor not less than thirty (30) days notice. In determining the availability of funds from the Oregon Legislature for this Contract, Oregon Tech may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

13. **Independent Status of Contractor:** The parties will be acting in their individual capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
14. **Waiver:** Failure of Oregon Tech to enforce any provision of the Contract shall not constitute a waiver or relinquishment by Oregon Tech of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.
15. **Successors in Interest:** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.
16. **Severability:** If any provision of this Contract is declared by a court 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 Contract did not contain the particular provision held to be invalid.
17. **Access to Records:** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. Oregon Tech, the Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
18. **Governing Law:** This Contract 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, or suit

between Oregon Tech and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, 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 CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS

19. **Force Majeure:** Neither Oregon Tech nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, terror, or war where such cause was beyond, respectively, Oregon Tech's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
20. **Assignment/ Subcontracting:** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of Oregon Tech. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee or subcontractor shall be considered the agent of the Contractor and bound to perform in accordance with these Contract documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.
21. **Execution and Counterparts:** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
22. **Tax Certification:** Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge Contractor is not in violation of any of the tax laws described in ORS 305.380(4), which include a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.
23. **Captions:** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
24. **Delivery:** All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in the solicitation documents. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to Oregon Tech except as to latent defects, fraud and Contractor's warranty obligations.
25. **Inspections:** Goods and services furnished under this Contract will be subject to inspection and test by Oregon Tech at times and places determined by Oregon Tech. If Oregon Tech finds goods and services furnished to be incomplete or not in compliance with the Contract, Oregon Tech, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to Oregon Tech at a reduced price, whichever Oregon Tech deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by Oregon Tech, Oregon Tech may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit Oregon Tech's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080

26. Survival: All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Section 1 of the main Contract entitled “Effective Date and Duration”, and then Section 4 “Indemnity, Responsibility for Damages, Section 8 “Representations and Warranties”, Section 17 “Access to Records”, Section 18 “Governing Law”, and this Section 26 “Survival” of the General Contract Provisions of the Contract.

27. Notices: All notices required under this Contract shall be delivered by certified first class mail, postage prepaid, if to Contractor, at the location specified in Paragraph 7 of Section 1 of the main Contract, and, if to Oregon Tech to Procurement and Contract Services, 27500 SW Parkway Ave., Wilsonville, OR 97070.

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

IN WITNESS WHEREOF, this Contract has been signed, as of the dates set forth below, by the duly authorized representatives of the respective parties.

CONTRACTOR AND OREGON TECH SIGNATURES

Oregon Institute of Technology

Signature **Date**

Signature **Date**

Print Name

Print Name

Title

Title

EXHIBIT A – SCHEDULE OF FEES

Description	Cost
	\$
	\$
	\$
Total	\$

EXHIBIT B - INSURANCE

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by Oregon Tech of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers 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.

2. Required by Oregon Tech Not required by Oregon Tech.

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by Oregon Tech Not required by Oregon Tech.

General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 for each claim, incident or occurrence, with an annual aggregate limit of \$4,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by Oregon Tech Not required by Oregon Tech.

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$500,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish an endorsement from the insurance company naming the Oregon Institute of Technology, its trustees, officers and employees as additional insureds with respect to the work of this Contract. Insuring companies or entities are subject to Oregon Tech acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to Oregon Tech. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to Oregon Tech at the following address: Oregon Tech Procurement and Contract Office, 27500 SW Parkway Ave., Wilsonville, OR 97070.

EXHIBIT C
OREGON TECH CONTRACTOR TRAVEL REIMBURSEMENT POLICY
Rates Effective May 17, 2021

Category	Rate Summary	Policy
Instate Travel: Meal per diem \$60.00 B = \$15.00 L = \$15.00 D = \$30.00	All Oregon Cities Meals \$60.00 Lodging* \$138.00 *Actual, up to rate	<ul style="list-style-type: none"> • The per diem equals the federal rate using the <i>IRS's High-Low Substantiation Method</i>. All Oregon cities are currently Low Cost Cities. • No receipts are required for meals and incidental expenses (these are reimbursed on a per diem basis). • If meals are provided at the meeting or event, no meal per diem is allowed. • No meal per diem is allowed on one day trips. • Lodging tax is reimbursed as a miscellaneous expense.
Out-of-State, and Continental US Travel: High meal per diem \$71.00 B = \$17.75 L = \$17.75 D = \$35.50 Low meal per diem \$60.00 B = \$15.00 L = \$15.00 D = \$30.00	See list of High Cost Cities	<ul style="list-style-type: none"> • The per diem equals the federal rate using the <i>IRS's High-Low Substantiation Method</i>. • No receipts are required for meals and incidental expenses (these are reimbursed on a per diem basis). • If meals are provided at the meeting or event, no meal per diem is allowed. • No meal per diem is allowed on one day trips. • Lodging tax is reimbursed as a miscellaneous expense.
Non-Continental US and Overseas Non-Foreign Areas (Alaska, Hawaii, Guam, etc.)	Contractor travel to these locations is minimal and the federal tables are complicated. Call for per diem rates.	<ul style="list-style-type: none"> • Contact Oregon Tech Office Business Affairs at 541-885-0567 for current per diem rates for these locations. • If meals are provided at the meeting or event, no meal per diem is allowed. • Lodging tax is reimbursed as a miscellaneous expense for Alaska, Hawaii, Puerto Rico, and US possessions. Lodging tax is included in the per diem for foreign travel. • No receipts are required for meals and incidental expenses.
Mileage for Private Vehicle:	\$0.56 per mile.	<ul style="list-style-type: none"> • Mileage can be calculated one of 3 ways: <ul style="list-style-type: none"> ○ Mileage Chart (see Excel file) ○ Actual mileage (from the odometer) ○ Mapping software (e.g., mapquest.com) • Mileage cannot be claimed in addition to fees for rented vehicles and fuel expenses for a rented vehicle. • Mileage not reimbursable unless one way trip exceeds 25 miles from origin to destination.

Pro-ration of meals for partial days involving an overnight stay: Meal per diems for initial day of travel and final day of travel will be based on the following schedule based on departure and arrival times:	INITIAL Day of Travel – Leave:	Prior to 7:00 am	7:00 am to 12:59 pm	1:00 pm and after
	Meal Allowance	Breakfast, Lunch, Dinner	Lunch, Dinner	Dinner
	FINAL Day of Travel – Return:	Prior to Noon	12:00 noon to 5:59 pm	6:00 pm and after
	Meal Allowance	Breakfast	Breakfast, Lunch	Breakfast, Lunch, Dinner

Rented Vehicles: Vehicle rental reimbursements will only be for compact and economy cars and their equivalent green class. Liability insurance issued through the vehicle rental company may be reimbursed. Other classes of vehicles may be rented for circumstances that are approved in advance by the contract representative for reasons that include space requirements or inclement weather conditions. Receipts are required.

Airfare: Only economy rate airfare, plus mandatory taxes and fees, will be reimbursed. Receipts are required.

Ground Transportation: Taxicab, train (coach or business class only), and airport shuttle fees will be reimbursed. Receipts are required if over \$25.00 per item.

Incidental Expenses: Incidental expenses are combined with the meal per diem rate and will not be separately reimbursed. Incidental expenses include, but are not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and gratuities for services, such as for waiters, taxi drivers, and baggage handlers.

Miscellaneous Expenses: The miscellaneous expenses that can be reimbursed include: fuel expenses for a rented vehicle, parking, tolls, lodging taxes, and checked baggage for up to 2 standard-weight bags. Other miscellaneous expenses can be reimbursed only if approved in advance by the contract representative. All miscellaneous expenses must be itemized. Receipts are required if over \$25.00 per item.

Hosting Expenses: If the scope of work in your contract authorizes reimbursement for hosting expenses, all expenses must be authorized prior to incurring costs. Contact the contract representative for allowable expenses.

Travel reimbursement rates may periodically change. Contractor shall be responsible for ensuring that travel reimbursement requests are in accordance with the rates in effect at the time the expense was incurred. The current travel reimbursement rates may be found at <http://www.oit.edu/faculty-staff/purchasing-contracting>.

Oregon Tech prefers that requests for travel reimbursement be made by completing the Contractor’s Travel Reimbursement Request.