



REQUEST FOR PROPOSALS

RFP # 2021-10

EDA Grant Capital Equipment

EDA Award Number: 07-01-07446

ISSUE DATE: December 22, 2021

CLOSING DATE: January 24, 2022

CLOSING TIME: 1:00 P.M., Pacific Time (PT)

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**OREGON INSTITUTE OF TECHNOLOGY
REQUEST FOR PROPOSALS
RFP #2021-10
EDA Grant Capital Equipment**

Section I - Information Regarding Proposal

INTRODUCTION

The Oregon Institute of Technology (“Oregon Tech”) was awarded a grant from the Economic Development Administration (“EDA”) to procure equipment for the advancement of manufacturing research and development (EDA Award Number: 07-01-07446). Accordingly, Oregon Tech is now seeking proposals to select a vendor to provide eleven (11) pieces of equipment as specified in this Request for Proposals (“RFP”).

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 RFP.

GENERAL INFORMATION

Issuing Office: The Office of Sponsored Projects and Grants Administration at 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

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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..... 12/22/2021

Deadline for Protest of Specifications 01/10/2022 (5:00 P.M., PT)

All Clarifying Questions Due	01/10/2022 (5:00 P.M., PT)
Notice of Interest Deadline	01/10/2022 (5:00 P.M., PT)
Closing Date (Proposals Due).....	01/24/2022 (1:00 P.M., PT)
Finalist Presentations (if required)	02/04/2022
Deadline for Protest of Award	seven (7) calendar days after date on Notice of Award letter
Anticipated Contract Begin Date	On or around 02/18/2022

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., PT, 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 current 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., PT, 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., PT, 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 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 the goods and 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.

30. Federal Participation Disclosure; Required Federal Contract Provisions. This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program, including the provisions outlined in Appendix II to 2 CFR Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

31. Buy America Provision. Equipment or products to be acquired under this RFP shall be American made, to the greatest extent practicable.

32. Approved Equivalent Product. The manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a scope of work are for information purposes only and not intended to limit competition. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). Please indicate in the attached Bid Price Form the manufacturers' name and product/model number. Proposers shall submit with their Proposal, sketches, and descriptive literature, and/or complete specifications. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals, which do not comply with these requirements, are subject to rejection.

TERM OF CONTRACT

The Contract is expected to begin on or about February 18, 2022, and conclude upon full delivery and setup of all equipment. The benefit of any warranties made by the manufacturer shall be assigned to Oregon Tech. 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. PT, Monday, January 24, 2022.** Email subject line must be **"Response to RFP#2021-10."** 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 was awarded a grant from the Economic Development Administration to procure equipment for the advancement of manufacturing research and development. The research and development efforts are intended to help manufacturers of any size become more competitive by introducing advanced

techniques, technologies, and processes, and to carry out world-leading research into advanced machining, additive manufacturing, automation, and advanced materials that are of practical use to industry. The required specifications of each equipment are described below along with an example product (in brackets) for each that meets the required specifications for that equipment.

SCOPE OF WORK

Individual Machine Requirements:

1. Automatic Hardness Tester [Example: Struers Duramin 650 AC3]
 - Machine must be a Semi-Automatic and Fully Automatic Universal Tester.
 - Machine must be capable of Vickers, Knoop, Brinell and Rockwell hardness testing:
 - i. Bid must include Vickers indenter
 - ii. Bid must include Brinell indenter
 - iii. Bid must include Rockwell diamond indenter
 - iv. Bid must include 1/16" Rockwell ball indenter
 - Machine must include multiple objectives:
 - i. 2.5x
 - ii. 10x
 - Machine must have automatic contour scanning.
 - Machine must be capable of conducting weld measurements.
 - Machine must be capable of performing Fracture Toughness (Kc) testing.
 - Machine must cover a range of different loads, covering a range from 1 kgf to 3000 kgf.
 - Machine must have a motorized test head.
 - Machine must have a motorized XY-stage.
 - Machine must have an anti-collision system.
 - Bid must include all software necessary for operation.
 - Bid must include calibration and calibration certificate.
2. Grinding/Polishing Machine [Example: Struers Tegramin]
 - Machine must have the capability to grind/polish samples in an 8" diameter specimen holder and smaller.
 - Machine must have two pumps, the first must be a pump capable of dosing diamond suspension and lubricant suspension. The second pump must be capable of dosing oxide suspension.
 - Machine must come with bowl liners (quantity 3).
 - Machine must come with a magnetic fixation disc capable of use with MD-System products.
 - Machine must come with a stainless-steel specimen holder for mounted and unmounted specimens between 27mm and 55mm.
 - Machine must come with a leveling device for fixation of metallographic specimens in specimen holders.
 - Machine must have a filter or other method for collecting of removed abrasives and materials, water and drainage will be available, so this does not need to be recirculatory machine.
3. Automatic Cut-Off Machine [Example: Struers Discoplan TS]
 - Machine must be an automatic cut-off machine with an automatic X and Y axis table.
 - Machine must have variable speed and variable automatic feed capable of selecting optimized parameters based on user input of material hardness.
 - Machine must be capable of using 12" cutting wheels.
 - Machine must have a laser that helps operators visualize the cut line on the part.

- Machine must come with several clamps and clamping methods to support a variety of potential parts:
 - i. Quick clamp vise type tool for securing parts on the right side of the cut off wheel. This must include grooved jaw blocks for improved workpiece gripping.
 - ii. Quick clamp vise type tool for securing parts on the left side of the cut off wheel. This must include grooved jaw blocks for improved workpiece gripping.
 - iii. Vertical clamp, vertical clamp riser block, and various swivel shoes for irregular part clamping.
 - Bid must include a 100-liter cooling system with built in static filter and a (if possible) a magnetic rod that can be inserted into the tank to collect magnetic particles that are too fine to be picked up by the static filter.
 - Bid must include a table that the cut off machine can sit on, so the cooling unit and filter system can be stored below. Include and tubes or hoses to ensure that the system can be hooked up in this condensed configuration.
4. Electro-Hydraulic Hot Mounting Press [Example: Struers CITOPRESS]
- Machine must be capable of mounting up to two samples at a time, either independent or synchronous.
 - Machine must have controllable parameters including:
 - i. Temperature
 - ii. Pressure
 - iii. Heating Time
 - iv. Cooling Time
 - Machine must have a user interface that also allows for easy operator interface based on known cylinder diameter and resin.
 - Machine must have dual phase heating and pressure for fragile or porous specimens.
 - Bid must include mounting units with a cylinder diameters and chamfered rams at the following diameters:
 - i. 1 ½"
 - ii. 50mm
 - Bid must include the ability to save at least 10 user defined mounting method parameter sets
5. Inverted Metallography Microscope [Example: Zeiss Inverted AX10 Observer 7 Materials]
- Machine should be a microscope capable of inspecting materials for example, non-metallic inclusions and grain sizes.
 - Machine should have motorized z-focus.
 - Machine should have an automatic Component Recognition that will recognize the settings for objectives and filter set.
 - Machine should be capable of the following contrasting techniques:
 - i. Brightfield
 - ii. Darkfield
 - iii. circular differential interference contrast (C-DIC)
 - iv. Polarization Contrast
 - v. Polarization with Lambda Plate
 - Machine must be capable of porosity and inclusion detection and measurement.
 - Machine must have a 6-position reflector turret motor ACR for P&C modules reflector modules exchangeable without removal of reflector turret.
 - Machine must have a Reflected-light illuminator.
 - Machine must have a 360-degree rotatable analyzer slider.
 - Machine must come equipped with a camera closely capable of a creating an image 2752 (H) x 2208 (V) at 6 Mega Pixels with a Pixel size of 4.54 µm x 4.54 µm.

- Machine must have a minimum 130mm x 85mm scanning stage.
 - Bid must include any hardware or computing devices beyond a general computing desktop or laptop necessary for operation.
 - Bid must include all software necessary for operation.
6. Densitometer [Example: Mettler Toledo Excellence]
- Machine must be capable of measuring density between 0.000 and 3.000 Density (g/cm³).
 - Machine must have an accuracy of +/-0.0005
 - Machine must have a resolution of 0.0001
 - Machine must have automatic temperature control .
 - Machine must have a digital readout.
 - Machine must be able to export results to a USB stick via a CSV file.
 - Machine must have automatic bubble detection.
 - Machine must have automatic viscosity correction.
 - Bid must include a drying unit used for cleaning and drying cell prior to measurements.
7. Dynamometer [Example: Kistler]
- Machine should be a rotating dynamometer capable of being put into a CNC Milling or MillTurn machine spindle and measuring forces on a rotating tool.
 - Machine must be capable of measuring the three orthogonal forces F x, Fy and Fz as well as torque M z during cutting production processes, especially during milling and drilling.
 - Machine must be capable of measurements up to 30 kN.
 - Machine must work at speed up to 12,000rpm.
 - Machine must have thru-coolant capability
 - Machine must be able to attach to the machine on the spindle side with Capto C6, Capto C8, HSK 63, HSK 100, CAT40, and CAT50.
 - Machine must be able to attach on the tools side with ER32, ER40, PowRgrip, Tendo, and MEGA Chuck.
 - Bid must include the following spindle adapters:
 - i. HSK100
 - ii. CAT40
 - Bid must include the following tool holders:
 - i. ER32 (collets should not be included)
 - Bid must include any hardware or computing devices beyond a general computing desktop or laptop necessary for operation.
 - Bid must include all software necessary for operation.
8. Upright Metallography Microscope [Example: Leica M205C]
- Machine should be a microscope capable of analyze metallic structures, composites, ceramics, polymers, and liquid crystals
 - Machine should be capable of the following contrasting techniques:
 - i. Brightfield
 - ii. Darkfield
 - iii. circular differential interference contrast (C-DIC)
 - iv. Polarization Contrast
 - Machine must have a fully motorized in X, Y, and Z for Z-stacking and Tiling/stitch, positioning.
 - Machine must have Extended Depth of Focus and Autofocus.
 - Machine must come equipped with a camera capable of creating an image 2752 (H) x 2208 (V) at 6 Mega Pixels with a Pixel size of 4.54 µm x 4.54 µm.
 - Bid must include any hardware or computing devices beyond a general computing desktop or laptop necessary for operation.

- Bid must include all software necessary for operation.
9. Additive Manufacturing Machine [Example: Renishaw]
- The machine should be a Powder Bed Fusion system, as defined in ASTM F2792: Standard Terminology for Additive Manufacturing Technologies: "An additive manufacturing process in which thermal energy selectively fuses regions of a powder bed."
 - The machine must have a build volume equal to or larger than 200mm x 200mm x 200mm.
 - The machine's thermal energy source should be a single pulsed Laser with a minimum power of 400W. Laser beam diameter must not exceed 75µm.
 - The machine must be capable of running an argon build environment. In the interest of efficiency and minimizing operating costs; gas consumption rate must not exceed fifty (50) liters per hour during normal operation.
 - Oregon Tech will be permitted to source non-machine vendor supplied metal powder for processing in the machine, provided that the powder has similar characteristics to that of the machine vendor's powder.
 - The vendor must provide parameter sets for all their fully validated and released metal powder materials. The parameter sets must be adjustable (open parameters) by the machine user. The vendor must offer the option as a service, separate from the RFP, training on how to adjust these parameters.
 - The vendor must include a wet separator vacuum for proper and safe powder disposal.
10. Water Jet [Example: Sugino Waterjet cutter]
- The machine must have a working area capable of cutting a 1000mm x 2000mm piece of material.
 - The machine must have a Fanuc 32i or comparable NC control capable of receiving 3 axis simultaneous code.
 - The machine must have a pump with minimum 49,000 psi.
 - The machine must have an abrasive and kerf collection (removal) system capable of pumping out and depositing abrasive into a reusable abrasive bag inside a storage hopper. If manufacturer does not offer an abrasive collection unit, the bidder must note this and ensure the machine can be modified after purchase to add this system.
 - The machine must have an abrasive supply unit with electronic sensors to detect abrasive starvation or a blockage.
 - The machine must have a high flow 'supply' water filter system.
 - Machine must be supplied with a manual of all codes used for normal machine operations.
 - Bid must include all software necessary for operation.
11. Laser Cutter
- The machine must have a working area of slightly larger than 48" x 96" to accommodate a wide range of standard materials
 - Machine must have a 155-watt or greater laser capable of cutting steel sheet metal and nonmetals such as acrylic, wood, foam, fiberglass and more
 - Machine must have a water chiller capable of colling the 155-watt or greater laser tube for more stable and longer cutting
 - Machine must have an oxygen regulation kit
 - Manufacturer must include CO2 laser lens cleaning kit
 - Bid must include all software necessary for operation

Requirements for all Machines

1. Machine must come with applicable safety plan including Lock-Out Tag-Out (LOTO), Safety Data Sheets (SDS) for all supplied chemicals and gasses, and Job Safety Analysis (JSA) detailing suggested Personal Protective Equipment (PPE) and common hazards during various machine operations.
2. Machine Manufacturer must supply hard copies and electronic copies of maintenance manuals
3. Bid must include all items necessary for individual machine function.
4. Bid must include fluids in appropriate amounts necessary for initial startup of machine.
5. Bid must include filters appropriate for initial startup of machine.
6. Beyond rigging, successful Bidder will ensure that, factory representatives for individual machines must have all tools onsite at Oregon Tech's campus in Scappoose (Oregon Manufacturing Innovation Center Research and Development (OMIC R&D) facility) to accomplish installation of machine
7. Building is equipped for the below voltages, phases, and frequencies if machine cannot operate using the supplied power a transformer or phase changer as necessary must be included in the quote:
 - 480/277 VAC 3ph/4w 60Hz
 - 400 VAC 3ph/4w 60Hz (available for Additive Manufacturing Machine only as needed)
 - 208/120 VAC 3ph/4w 60Hz
 - 240/120 VAC 1ph/3w 60Hz
8. All machines must be UL listed, if machine is CE listed machine manufacturer must work with UL, local county inspectors and an electrician to swap breakers and electrical components to get the machine UL listed once it arrives at Oregon Tech's campus in Scappoose, Oregon (the OMIC R&D facility). Machine manufacturer is responsible for this activity and all coordination. Machine manufacturer will be responsible for ensuring the machine functions after the changes have been made.
9. All machines must be equipped with air filtering necessary for operation if requirements exceed ISO 8573 Class 2 for Particulates, Class 4 for Water and Class 2 for Oil.
10. Bid must include shipping to Oregon Tech's campus in Scappoose (OMIC R&D facility), seller must assume FOB until machine arrival at the Oregon Tech's OMIC R&D facility in Scappoose, Oregon.
11. Bid must include all shipping costs.
12. Bid must include builder standard machine buy-off demonstration at Oregon Tech's campus in Scappoose (OMIC R&D facility), if applicable.
13. Bid must exclude training and maintenance.
14. Successful Bidder must immediately work with Oregon Tech staff at OMIC R&D to fully understand installation and building requirements of individual machines, including machine footprint, external systems footprint, foundation requirements, location of power and data entry into machine, air needs, water needs, chiller needs, and other pertinent information.

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 Non-Discrimination and Oregon Tax Laws 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, current 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.
 - c. **Bid Price Form.** Please fully complete the Bid Price Form attached to this RFP.
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 five hundred (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 | 5 points |
|---------------------------|----------|

2. Equipment Specifications	40 points
3. Cost Summary	40 points
4. Quality of Proposal	10 points
5. References Review	5 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 provision of similar goods and services, compliance with specifications, and contractual obligations for higher education, or public institutions. Please provide name, address, and current telephone numbers of contact person for such projects.

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

2. Equipment Specifications

Please submit sketches, descriptive literature, and/or complete technical specifications for each piece of equipment outlined in the Scope of Work. Please also explain in detail the reason(s) why each piece of proposed equipment specifically meets the required specifications provided in the Scope of Work and not be considered an exception thereto.

All equipment must be new. No used or refurbished equipment will be considered. Warranty duration information must be provided for each piece of equipment. All equipment must be provided as soon as reasonably possible. Provide the annual cost of equipment maintenance, if offered by manufacturer.

3. Cost Summary

Using the attached Bid Price Form, please provide the manufacturer, product/model number, and price for each piece of equipment outlined in the Scope of Work. Bid pricing must be FOB Scappoose, Oregon and include all taxes, tariffs, delivery, and setup costs.

4. References Review

Provide three (3) references from clients your firm has served in the past three (3) years, including one (1) client that has newly engaged the firm in the past three (3) years and one (1) long-term client (i.e., over three (3) years). Provide the name, address, and current telephone number of each reference.

Section IV – Contract Terms and Required Documents

**EDA Grant Capital Equipment
RFP #2021-10**

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: _____

Name: _____ Title: _____

Address: _____

City/State/Zip: _____ Phone: () _____

E-mail: _____

Please email this Notice of Interest no later than January 10, 2022 at 5:00 P.M. PT to
Purchasing@oit.edu.

BIDDER/PROPOSER
NON-DISCRIMINATION AND OREGON TAX LAWS CERTIFICATION
RFP #2021-10

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 the named firm has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts.

Certified Minority, Women, or Emerging Small Business

For statistical purposes only, please indicate if your firm is an Oregon certified minority, women, or emerging small business (check all applicable): ☐ DBE ☐ MBE ☐ WBE ☐ ESB

Certificate of Compliance with Oregon 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 the firm herein named and to the best of my knowledge, such firm is not in violation of any Oregon Tax Laws.

For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by Oregon Revised Statutes (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: _____

Print Name: _____ Title: _____

Firm Name: _____

Address: _____

City/State/Zip: _____ Phone: () _____

E-mail: _____

BID PRICE FORM
RFP #2021-10
EDA Grant Capital Equipment
EDA Award Number: 07-01-07446

Bid pricing response must be FOB Scappoose, Oregon and include all taxes, tariffs, delivery, and setup costs.

	Machine	Manufacturer	Product/Model Number	Price
1	Automatic Hardness Tester			\$
2	Grinding/Polishing Machine			\$
3	Automatic Cut-Off Machine			\$
4	Electro-Hydraulic Hot Mounting Press			\$
5	Inverted Metallography Microscope			\$
6	Densitometer			\$
7	Dynamometer			\$
8	Upright Metallography Stereo Microscope			\$
9	Additive Manufacturing Machine			\$
10	Water Jet			\$
11	Laser Cutter			\$
TOTAL				\$

Proposed Delivery Date and Time After Award of Contract:

Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

Address: _____

City/State/Zip: _____ Phone: () _____

E-mail: _____

Exhibit A

Oregon Tech Sample Contract

[Please see attached.]

Oregon TECH
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 January 1, 2020

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* \$140.00 *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:	\$0.58 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.				
<i>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.</i>				
<i>Oregon Tech prefers that requests for travel reimbursement be made by completing the Contractor's Travel Reimbursement Request.</i>				