

REQUEST FOR QUOTES (RFQ) #2022-29

Issue Date: September 19, 2022

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|------------------------|--|--------|--|
| Project Name: | Danny Miles Court Gymnasium – Sound System Design, Supply, and Installation | | |
| Quote Due Date/Time: | Tuesday, October 11, 2022, 1:00 PM Pacific Time | | |
| Mandatory Walkthrough: | Wednesday, September 28, 2022, 1:00 PM Pacific Time Oregon Tech Gymnasium – Danny Miles Court | | |
| Project Coordinator: | Michael Garrard | Phone: | 541-885-1851 |
| | | Email: | Michael.Garrard@oit.edu |
| Contract Coordinator: | Leticia Hill | Phone: | 541-885-1133 |
| | | Email: | Leticia.Hill@oit.edu |

SUBMIT QUOTES VIA EMAIL TO PURCHASING@OIT.EDU

**PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE
“RFQ #2022-29” IN THE SUBJECT LINE**

1. ANNOUNCEMENT AND SPECIAL INFORMATION

Quoters are required to read and understand and comply with all information contained within this Request for Quotes (“RFQ”). All quotes, including any price quotations, are binding upon quoter for sixty (60) calendar days from the Quote Due Date. All payments for services will be paid in accordance with Oregon Revised Statute (ORS) 293.462. Quotes received after the Quote Due Date/Time indicated above will not be considered, unless it is in the best interest of the university to do so. If authorized in this RFQ, resulting contract, travel, and other expenses will only be reimbursed in accordance with the Oregon Institute of Technology (“Oregon Tech”) Contractor’s Travel Reimbursement Policy in effect at the time the expense is incurred.

It will be the responsibility of the quoter to refer daily to the Oregon Public Universities Business and Bid Opportunities website (<https://www2.wou.edu/nora/orpu.bid.home>) to check for any available addenda, response(s) to clarifying questions, cancellations, or other information pertaining to this RFQ.

2. SCOPE

The purpose of this RFQ is to hire a qualified Contractor to design, supply, and install a new sound system in Danny Miles Court located in the Athletics Building at the Oregon Tech Klamath Falls, Oregon campus with a new sound system. Oregon Tech will expect Contractor to remove and dispose of existing sound system.

Danny Miles Court is located in the Oregon Tech Athletics Building and has an occupancy of Two Thousand Seven Hundred (2,700) individuals, and measures approximate Thirty-Five Thousand Square Feet (35,000 Sq. Ft.). Danny Miles Court is primarily utilized by the volleyball team, and men’s and women’s basketball teams.

Oregon Tech is seeking for a Contractor to provide the following:

- A) Remove existing sound system this includes amplifiers, speakers, and wires (may use existing gym lift)
- B) Install new electrical outlets at new speaker locations. Must have Oregon electrical licenses.
- C) Install new amplifiers, mixer, wireless microphone system, install all cables and connectors including new floor connection and add a new connection point in wall next to fountain.
- D) Provide Installation and training.

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, July 1, 2022, 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.

Installation of the new system should be completed on or before July 1, 2023.

3. QUOTE

Quotes should be short and concise with the following information:

- A. Company experience in these types of projects;
- B. Experience of staff who will work on the project;
- C. Total not-to-exceed price to complete the project, including a breakdown of the not-to-exceed fee and the not-to-exceed reimbursable expenses;
- D. References;
- E. Estimated time to complete the project; and
- F. Any additional information that Oregon Tech should take into consideration for the project or qualifications.

4. EVALUATION

Quotes will be evaluated based on subjective factors, including but not limited to the following: company experience, staff experience, not-to-exceed price for the inventory, references, and proposal to complete the inventory (including timeline).

**OREGON INSTITUTE OF TECHNOLOGY
CERTIFICATION
RFQ #2022-29**

Each quoter responding to this Request for Quotes (“RFQ”) must read, complete, and submit a copy of this Oregon Institute of Technology Certification (“Certification”) with their quote. Failure to do so may result in rejection of quote. By signature on this Certification, the undersigned certifies that they are authorized to act on behalf of the quoter and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

As required in ORS 305.385(6) the undersigned hereby certifies that to the best of the undersigned’s knowledge, the entity is not in violation of any Oregon Tax Laws. For purposes of this Certification, “Oregon Tax Laws” means a state tax imposed by the Oregon Revised Statutes (ORS) 401.792 to 401.816 and ORS Chapters 118, 314, 316, 317, 318, 320, 321, and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620. If a contract is executed, this information will be reported to the Internal Revenue Service (IRS). Information not matching IRS records could subject entity to backup withholding.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women, or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to Oregon Tech Policy 580-061-0030(3).

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned further agrees and certifies that they:

1. Have read, understand, and agree to be bound by and comply with all requirements, instructions, specifications, terms, and conditions of the RFQ (including any and all attachments);
2. Are an authorized representative of the quoter;
3. That the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the quote or contract termination; and
4. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and quote.

Company Name: _____ Date: _____

Signature: _____ Title: _____

Name: _____ Telephone: _____

Email: _____ OR CCB #(if applicable): _____

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

Oregon Certified Minority, Women, or Emerging Small Business: (Mark if applicable and provide certification #)

☐ Minority: _____ ☐ Women: _____ ☐ ESB: _____

Self-Reported Minority, Women, or Emerging Small Business: (Mark if applicable)

☐ Minority: _____ ☐ Women: _____ ☐ ESB: _____

OREGON INSTITUTE OF TECHNOLOGY INSTRUCTIONS TO QUOTERS

Quotes are subject to the applicable provisions and requirements of the Oregon Tech Policy and Oregon Revised Statutes.

QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused, and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Oregon Tech serve to change the RFQ in any way. No other directions received by the quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT THE OREGON PUBLIC UNIVERSITIES BUSINESS AND BID OPPORTUNITIES WEBSITE (<https://www2.wou.edu/nora/orpu.bid.home>) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN, AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDUMS ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Oregon Tech in the specifications are for the purpose of describing and establishing the standard of quality, performance, and characteristics desired, and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility or other requirements. All such brand substitutions shall be subject to approval by Oregon Tech.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Oregon Tech reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **F.O.B. DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the Oregon Institute of Technology Professional Services Contract, attached and incorporated herein as **Exhibit A**, may result in quote rejection.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the quoter has read, fully understands, and agrees to be fully bound by and comply with all quote specifications, and the Oregon Institute of Technology Professional Services Contract, attached as **Exhibit A**, (including

insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.

- 10. QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
- 11. QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Oregon Tech prior to quote closing time. Quotes may also be withdrawn in person before quote closing time upon presentation of appropriate identification.
- 12. QUOTE SUBMISSION:** Quotes must be submitted to Oregon Tech Purchasing and Contract Services Office in the location designated in the introduction of the RFQ via the method indicated. No oral, fax, or telephone quotes will be accepted. Envelopes or e-mails containing Quotes should contain the RFQ number and RFQ title. Electronic quotes may not exceed 25 MB in file size. This limit cannot be increased, and files of larger size will not be accepted.

QUOTE EVALUATION AND AWARD

- 1. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Oregon Tech generally will not completely review or analyze quotes, which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Oregon Tech generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by Oregon Tech that an unsuccessful quote was complete, sufficient, or lawful in any respect.
- 2. DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
- 3. CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
- 4. PAYMENT:** Quotes which require payment in less than thirty (30) days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
- 5. INVESTIGATION OF REFERENCES:** Oregon Tech reserves the right to investigate references and or the past performance of any quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Oregon Tech may postpone the award or execution of the contract after the announcement of the apparent successful quoter in order to complete its investigation. Oregon Tech reserves the right to reject any quote or to reject all quotes at any time prior to Oregon Tech's execution of a contract if it is determined to be in the best interest of Oregon Tech to do so.
- 6. METHOD OF AWARD:** Oregon Tech reserves the right to make the award by item, groups of items, or entire quote, whichever is in the best interest of Oregon Tech.
- 7. QUOTE REJECTION:** Oregon Tech reserves the right to reject any and all quotes.
- 8. QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by appointment.

Exhibit A

Oregon Institute of Technology Professional Services Contract

[Please see attached.]



**OREGON INSTITUTE OF TECHNOLOGY
PERSONAL/PROFESSIONAL SERVICES CONTRACT
CONTRACT #**

This Personal/Professional Services Contract ("Contract") is by and between the Oregon Institute of Technology ("Oregon Tech") and ("Contractor"). Oregon Tech's contract representative for this Contract is .

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended as provided in this section, this Contract shall expire on ("Term") [NOTE: If using following optional language: please replace "Term" with ("Initial Term")]. [OPTIONAL LANGUAGE: Oregon Tech shall have the option to extend this Contract beyond the Initial Term for [NUMBER] successive [NUMBER]-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term") by written notice to the Contractor prior to the end of the then-current Term]. Any expiration or termination of this Contract shall not extinguish or prejudice Oregon Tech's right to enforce this Contract with respect to any right that accrued prior to the Contract's expiration or termination, including without limitation: (a) any breach of a Contractor warranty, or (b) any default or defect in Contractor performance that has not been cured.
- 2. Statement of Work.** Contractor will provide the following personal/professional services: as further described in Exhibit A.
- 3. Consideration.** In consideration of the services provided by Contractor, Oregon Tech agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$, during the Term [If using optional language above add: (including the Initial Term and both Renewal Terms)], for accomplishing the work required by this Contract. The foregoing sum shall include any travel and other expense reimbursement authorized in Section 5, Travel and Other Expense, below. If Oregon Tech makes any interim payments to Contractor, such payments shall be made only in accordance with the schedule and requirements outlined in Exhibit A.
- 4. Terms and Conditions.** The terms and conditions of this Contract are contained on the following pages titled "Oregon Institute of Technology Standard Personal/Professional Contract Provisions" (the "Terms and Conditions").
- 5. Travel and Other Expense.** Not allowable under this Contract. / Oregon Tech shall reimburse Contractor for travel and other expenses in accordance with the Oregon Tech Contractor Travel Reimbursement Policy, attached in Exhibit D. Travel and other expense reimbursement under this Contract shall not exceed \$.
- 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 Personal/Professional Services Contract (which includes the Terms and Conditions), Exhibits A (Statement of Work), B (Insurance), C (Certification Statement for Independent Contractor), and D (Oregon Tech Contractor Travel Reimbursement Policy).

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing):

Address:

Phone No.:

Email:

MWESB Certification #: _____

☐ DBE ☐ MBE ☐ WBE ☐ ESB

Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer ID number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

**OREGON INSTITUTE OF TECHNOLOGY
STANDARD PERSONAL/PROFESSIONAL CONTRACT PROVISIONS**

1. **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.
2. **AVAILABILITY OF FUNDS.** 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.
3. **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.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor 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, Oregon Revised Statutes (ORS) 659A.142, 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.
5. **DISCLOSURE OF 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 Oregon Administrative Rules (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.
6. **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.
7. **GOVERNING LAW.** This Contract shall be governed, construed, and enforced 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.

8. **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.
9. **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 Proceeding (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.

10. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although Oregon Tech reserves the right to determine and modify the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, Oregon Tech cannot and shall not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of

Oregon Tech for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Oregon Tech provides its employees. Contractor shall be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. If Contractor is providing personal services as an individual, Contractor: (a) is engaged as an independent contractor and shall be responsible for any Federal or State taxes applicable to this payment; (b) will not be eligible for any Federal Social Security, State Worker's Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (c) is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and shall not be under the direction and control of Oregon Tech; (d) is not currently employed by the Federal Government and the amount charged does not exceed the normal charge for the type of service provided if payment is to be charged against Federal funds; and (e) must furnish Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal withholding tax. Oregon Tech shall report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. Any persons employed or engaged by Contractor in connection with the performance of services under this Contract shall be Contractor's employees or contractors and Contractor shall be fully responsible for them and indemnify Oregon Tech against any claims made by or on behalf of any such employee or contractors.

- 11. 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 an additional insured 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 twenty-four (24) months.
- 12. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Sections 15(a) or 23(b), neither party shall be liable for any indirect, incidental, consequential, or special damages under this Contract or any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 13. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, if to Contractor to the address listed in the "Contractor Data & Certification" Section of this Contract or if to Oregon Tech, to Procurement, Contracts, and Risk Management, 27500 SW Parkway Avenue, Wilsonville, Oregon 97070. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication or notice sent by facsimile shall be deemed to be given on the date sent by facsimile (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient.
- 14. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract ("Work Product") is the exclusive property of Oregon Tech. Oregon Tech and Contractor intend that such Work Product be deemed "work made for hire" of which Oregon Tech shall be deemed the author. If for any reason the Work Product is not deemed "work for hire", Contractor hereby irrevocably assigns to Oregon Tech all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Oregon Tech may reasonably request in order to fully vest such rights in Oregon Tech. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- 15. REPRESENTATIONS AND WARRANTIES.** (a) Contractor's 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; and (5) any software products delivered under this Contract that process date or date related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century. (b) Warranties Cumulative. The warranties set forth in this Section 15 are in addition to, and not in lieu of, any other warranties provided.
- 16. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the Section titled "Effective Date and Duration," and Sections 1, 7, 9, 10, 12, 14, 15, 16, and 23.
- 17. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 18. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from Oregon Tech. In addition to any provisions Oregon Tech may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 9, 14, 27, and 30 as if the subcontractor were the Contractor. Oregon Tech's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 19. SUCCESSORS IN INTEREST.** Subject to the above restriction on subcontracts and assignments, the provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 20. TAX COMPLIANCE CERTIFICATION.** Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge Contractor is not in violation of any of the tax laws described in ORS 305.380(4), 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. If this Contract is executed, this information will be reported to the Internal Revenue Service (IRS). Information not matching IRS records could subject Contractor to backup withholding.
- 21. 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' written notice to the Contractor. (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 (1) federal or state laws, rules, 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 (2) 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 immediately terminated by Oregon Tech for default (including breach of Contract) if (1) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (2) 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 failure within ten business days.
- 22. TERMINATION DUE TO NONAPPROPRIATION OF FUNDS.** 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.

- 23. REMEDIES.** (a) In the event of termination pursuant to Sections 21(a), (b)(1), or 22, 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 Oregon Tech, less previous amounts paid and any claim(s) which Oregon Tech has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 23(a), Contractor shall pay any excess to Oregon Tech on demand. (b) In the event of termination pursuant to Sections 21(b)(2) or (c), Oregon Tech shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 21(b)(2) or (c), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 21(a). (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 work been completed. Upon Oregon Tech's request, Contractor shall surrender to anyone Oregon Tech designates, all documents, research, objects or other tangible things needed to complete the work.
- 24. NO THIRD PARTY BENEFICIARIES.** Oregon Tech and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 25. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.
- 26. 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.
- 27. FORCE MAJEURE.** Neither Oregon Tech nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, public health emergency, 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. Oregon Tech may terminate this Contract upon written notice to Contractor after reasonably determining that the failure or delay will likely prevent successful performance of this Contract.
- 28. WAIVER.** The failure of Oregon Tech to enforce any provision of this Contract shall not constitute a waiver by Oregon Tech of that or any other provision.
- 29. RECYCLING.** In the performance of this Contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper.
- 30. FERPA.** The Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g, applies to education records of individual students held by Oregon Tech. If Contractor has access to personally identifiable education records, it shall not disclose them to anyone, except as required or allowed by applicable law. Contractor and Oregon Tech shall comply with all applicable statutes and rules related to FERPA and education records.
- 31. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT 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 HAVING 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.

Certification: I, under penalties of perjury, do hereby certify that (a) to the best of my knowledge, Contractor is not in violation of any Oregon Tax Laws as identified in Section 20; (b) agree to perform the Work required by **Exhibit A** in accordance with the terms and conditions of this Contract; (c) certify that I am an independent contractor as defined in ORS 670.600; (d) certify that I am authorized to act on behalf of Contractor; and (e) **the statements contained in Exhibit C attached hereto are true and correct.**

CONTRACTOR AND OREGON TECH SIGNATURES

Oregon Institute of Technology

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A STATEMENT OF WORK

[INSERT: introduction and purpose of project; define project scope and requirements; identify project tasks, milestones, and deliverables; create project schedule for tasks, milestones, and deliverables; define project requirements and acceptance criteria]

Contractor agrees that it and its employees will comply with the Oregon Tech Tobacco and Marijuana Free Campus Policies.

CONSIDERATION

- a. [Consideration Rates – Fixed Fee, T&M (list hourly rates and explain authorized expenses)]
- b. Payment for all work performed under this Contract shall be subject to the provisions of Oregon Tech Policy 580-061-0050 and shall not exceed the total maximum sum of \$[AMOUNT] during the Term. Invoices may be submitted to: Oregon Institute of Technology, Accounts Payable – Snell Hall, 3201 Campus Drive, Klamath Falls, OR 97601-8801 or BAO-baoapay@oit.edu
- c. Unless otherwise specified, Contractor shall submit monthly invoices for work performed. Payments shall be made to Contractor following Oregon Tech’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and Oregon Tech will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- e. Travel and other expenses shall not be reimbursed. This is a fixed fee contract. / Oregon Tech shall reimburse Contractor for travel and other expenses in accordance with the Oregon Tech Contractor Travel Reimbursement Policy, attached as **Exhibit D**. Travel and other expense reimbursement under this Contract shall not exceed \$. The Contract not-to-exceed amount indicated in Section 3, Consideration on page 1, shall be inclusive of all travel and expense reimbursements.

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 claim, incident or occurrence, with an annual aggregate limit of \$1,000,000 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: Procurement, Contracts, and Risk Management, 27500 SW Parkway Avenue, Wilsonville, Oregon 97070 or RiskManagement@oit.edu.

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent and meets the following standards:

1. Registered under ORS Chapter 701 to provide services for which such registration is required.
2. Filed all federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for services performed as an independent contractor in the previous year.
3. Furnish the tools or equipment necessary for the contracted labor or services.
4. Authority to hire and fire employees who perform the labor or services.
5. Represent to the public that the services are to be provided by independently established business as four (4) or more of the following circumstances exist. **Check four or more of the following:**
 - ☐ A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
 - ☐ B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership;
 - ☐ C. Telephone listing is used for the business that is separate from the personal residence listing.
 - ☐ D. Services are performed only pursuant to written contracts.
 - ☐ E. Services are performed for two or more different persons within a period of one year.
 - ☐ F. I assume financial responsible for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the services to be provided.

Contractor Signature _____ Date _____

EXHIBIT D
OREGON TECH CONTRACTOR TRAVEL REIMBURSEMENT POLICY
Rates Effective July 1, 2022

| Category | Rate Summary | Policy |
|--|--|---|
| Instate Travel: Meal per diem \$64.00 B = \$16.00 L = \$16.00 D = \$32.00 | All Oregon Cities Meals \$64.00 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 \$74.00 B = \$18.50 L = \$18.50 D = \$37.00 Low meal per diem \$64.00 B = \$16.00 L = \$16.00 D = \$32.00 | 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: | \$0.625 per mile effective July 1, 2022. | <ul style="list-style-type: none"> Mileage can be calculated one of 3 ways: <ol style="list-style-type: none"> 1) Mileage Chart (see Excel file) 2) Actual mileage (from the odometer) 3) 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> | | | | |