



INVITATION TO BID
ITB # 2023-01
ISSUE DATE: April 3, 2023

MMET – LAB EQUIPMENT

BID DUE DATE AND TIME
Friday, April 14, 2023 (1:00 PM, Pacific Time)

SUBMIT BIDS TO:

Purchasing@oit.edu

1.0 GENERAL

1.01 SCHEDULE OF EVENTS:

Invitation to Bid Issue Date..... **April 3, 2023**
 Deadline for Request for Clarification or Change **April 7, 2023**
 Bid Due Date and Time.....**April 14, 2023**
 Deadline for Protest of Award..... seven (7) calendar days after date
 on Notice of Intent to Award
 Anticipated Contract Begin Date.....**April 28, 2023**

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

1.02 ISSUING OFFICE:

The Procurement and Contract Services Office (“PACS”) of the Oregon Institute of Technology (“Oregon Tech”) is the issuing office and is the sole point of contact for this Invitation to Bid (“ITB”). All questions regarding this ITB should be directed to the Administrative Contact person identified below:

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

1.03 DEFINITIONS

As used in this ITB, the terms set forth below are defined as follows:

1. “Addenda” means an addition to, deletion from, a material change in, or general interest explanation of the ITB.
2. “Exhibits” means those documents which are attached to and incorporated as part of the ITB.
3. “Bid” means an offer, binding on the Bidder and submitted in response to an Invitation to Bid.
4. “Bidder” means an entity that submits a Bid in response to an ITB.
5. “Bid Due Date and Time” means the date and time specified in the ITB as the deadline for submitting Bids.
6. “Invitation to Bid” (ITB) means a Solicitation Document for the solicitation of competitive, Written, signed and sealed Bids in which Specifications, price, and delivery (or project completion) are the predominant award criteria.
7. “Responsible” means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in Oregon Institute of Technology Policy Section 580-061-0130.
8. “Responsive” means a Bid that has substantially complied in all material respects with the criteria outlined in the ITB.
9. “Written or Writing” means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION:

The Oregon Institute of Technology (“Oregon Tech”) is seeking proposals to select a vendor to provide one (1) machine as specified in EXHIBIT A REQUIRED SPECIFICATIONS to equip the Manufacturing and Mechanical Engineering Technology (“MMET”) Department located at the Klamath Falls, Oregon campus. The machine MMET is seeking to procure the Agie Charmilles Cut C350 from GFMS. Vendor will be required to install the machine.

2.02 BACKGROUND:

The intended use for the machine would be primarily as a post process for the existing Form Alloy metal 3D printer. CNC classes and SAE teams will be able to utilize this machine as an educational tool as well as for car parts that would otherwise be outsourced.

2.03 OREGON INSTITUTE OF TECHNOLOGY:

The Oregon Institute of Technology (Oregon Tech) is an institution founded on the principles of excellence through hands-on knowledge. We believe in giving students a rigorous, practical education while applying cutting-edge concepts for real-world solutions.

As the Pacific Northwest’s only public institute of technology, we take pride in our mission to deliver technology education. We continually partner with industry leaders to ensure that our programs and classes are at the top of the board with adapting to new technology and preparing students for workforce demands.

3.0 SPECIFICATIONS / STATEMENT OF WORK

3.01 REQUIRED SPECIFICATIONS:

In order to qualify as a Responsive Bidder, the Bid needs to meet the required specifications per Exhibit A.

3.02 TERMS AND CONDITIONS:

Oregon Tech’s terms and conditions governing the purchase resulting from this ITB are included at Exhibit B.

4.0 BIDDER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS:

In order to qualify as a Responsive Bidder, the Bidder needs to meet the minimum qualifications below:

- All equipment must be new.
- Warranty duration information must be provided for each piece of equipment.
- All bids must be inclusive of Freight FOB Destination, Oregon Institute of Technology, 3201 Campus Drive, Klamath Falls, OR 97601-8801.

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF BID:

Submit one copy of the Bid by email to the below address. The Bid must contain all of the required information and must have signatures on the required forms. Electronic quotes may not exceed 25 MB in file size. This limit cannot be increased, and files of larger size will not be accepted.

Submit Bids (including all required documents) to: Purchasing@oit.edu.

5.02 REQUIRED SUBMITTALS:

It is the Bidder's sole responsibility to submit information in fulfillment of the requirements of this ITB. If pertinent information or required submittals are not included within the Bid, it may cause the Bid to be rejected.

Bidders should submit the following information:

- Description of how the goods or services offered specifically meet the required specifications described in Exhibit A.
- Detailed information about how the Bidder meets the minimum qualifications detailed in section 4.
- Exhibit C, Certifications, fully completed.
- Exhibit D, References, fully completed.
- Exhibit E, Bid Price Form, fully completed.

6.0 EVALUATION AND AWARD

6.01 EVALUATION:

Bids will be evaluated to determine the lowest Responsive Responsible Bidder based upon the ITB, Exhibits and Addenda. Oregon Tech may engage in any of the processes identified in the applicable Oregon Institute of Technology Policy to determine Contract award.

6.02 INVESTIGATION OF REFERENCES:

Oregon Tech reserves the right to investigate and to consider the references and the past performance of any Bidder with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. Oregon Tech further reserves the right to consider past performance, historical information and facts, whether gained from the Bid, interviews, references, Oregon Tech or any other source. Oregon Tech may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

7.0 INSTRUCTIONS TO BIDDERS

7.01 APPLICABLE STATUTES AND RULES:

This ITB is subject to the applicable provisions and requirements of the Oregon Revised Statutes, and Oregon Institute of Technology Policies.

7.02 MANUFACTURER'S NAMES AND APPROVAED EQUIVALENT:

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Bidders may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Bids are based on equivalent products, indicate in the Bid form the manufacturers' name and number.

Bidders shall submit with their Bid, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Bid will not satisfy this provision. Bidders shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the ITB.

7.03 REQUEST FOR CLARIFICATION OR CHANGE:

Requests for clarification or change of the ITB must be in Writing and received by the issuing office no later than the Deadline for Request for Clarification or Change as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Bidder's request. Oregon Tech will consider all timely requests and, if acceptable to Oregon Tech, amend the ITB by issuing an Addendum. An Addendum will be posted on the Oregon Public Universities Business and Bid Opportunities website (<https://www2.wou.edu/nora/orpu.bid.home>). Emails containing requests should be clearly marked as a Request for Clarification or Change and include the ITB Number and Title.

7.04 ADDENDA:

Only documents issued as Written Addenda by PACS serve to change the ITB in any way. No other direction received by the Bidder, written or verbal, serves to change the ITB. PACS will notify potential Bidders through publication of the Addenda on the Oregon Public Universities Business and Bid Opportunities website (<https://www2.wou.edu/nora/orpu.bid.home>). If you have received an ITB you should consult the Oregon Public Universities Business and Bid Opportunities website, prior to Bid submittal, to assure that you have not missed any Addenda. Bidders are not required to return Addenda with their Bid. However, Bidders are responsible for obtaining and incorporating any changes made by the Addendum into their Bid. Failure to do so may, in effect, make the Bid non-Responsive, which may cause the Bid to be rejected.

7.05 PREPARING AND SIGNATURE:

All Required Submittals must be Written or prepared in ink and signed in ink by an authorized representative with authority to bind the Bidder. Signature certifies that the Bidder has read, fully understands, and agrees to be bound by the ITB and all Exhibits and Addenda to the ITB.

7.06 PUBLIC RECORD:

Upon completion of the ITB process, information in your Bid will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Bid contains what the Bidder considers a "trade secret" the Bidder must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

7.07 SUBMISSION:

Bids must be emailed to Purchasing@oit.edu no later than the Bid Due Date and Time. Bidder must specify the ITB number and the ITB title in the email. Electronic quotes may not exceed 25 MB in file size. This limit cannot be increased, and files of larger size will not be accepted.
FACSIMILE BIDS WILL NOT BE ACCEPTED.

7.08 MODIFICATION:

Prior to submittal, Bidders should initial modifications or erasures in ink by the person signing the Bid. After submittal but prior to the Bid Due Date and Time, Bids may be modified by submitting a Written notice indicating the modifications and a statement that the modification

amends and supersedes the prior Bid. After the Bid Due Date and Time, Bidders may not modify their Bid.

7.09 WITHDRAWALS:

A Bidder may withdraw their Bid by submitting a Written notice to the Administrative Contact identified in this ITB prior to the Bid Due Date and Time. The Written notice must be on the Bidder's letterhead and signed by an authorized representative of the Bidder. The Bidder, or authorized representative of the Bidder, may also withdraw their Bid in person prior to the Bid Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Bid satisfactory to Oregon Tech.

7.10 LATE SUBMITTALS:

Bids and Written notices of modification or withdrawal must be received no later than the Bid Due Date and Time. Oregon Tech may not accept or consider late Bids, modifications, or withdrawals except as permitted in Oregon Institute of Technology Policy Section 580-061-0120.

7.11 BID OPENING:

Bids will be opened immediately following the Bid Due Date and Time at the Submittal Location. Bidder may attend the Bid opening. Only the names of the Bidders submitting Bids and base bid price will be announced. No other information regarding the content of the Bids will be available.

7.12 BIDS ARE OFFERS:

The Bid is the Bidder's offer to enter into a Contract pursuant to the terms and conditions specified in the ITB, its Exhibits, and Addenda. The offer is binding on the Bidder for sixty (60) days. Oregon Tech's award of the Contract constitutes acceptance of the offer and binds the Bidder. The Bid must be a complete offer and fully Responsive to the ITB.

7.13 CONTINGENT BIDS:

Bidder shall not make its Bid contingent upon Oregon Tech's acceptance of specifications or contract terms that conflict with or are in addition to those in the ITB, its Exhibits, or Addenda.

7.14 RIGHT TO REJECT:

Oregon Tech may reject, in whole or in part, any Bid not in compliance with the ITB, Exhibits, or Addenda, if upon Oregon Tech's Written finding that it is in the public interest to do so. Oregon Tech may reject all Bids for good cause, if upon Oregon Tech's Written finding that it is in the public interest to do so. Notification of rejection of all Bids, along with the good cause justification and finding of public interest, will be sent to all who submitted a Bid.

7.15 AWARDS:

Oregon Tech reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. Oregon Tech reserves the right to delete any item from the award when deemed to be in the best interest of Oregon Tech.

7.16 LEGAL SUFFICIENCY REVIEW:

Prior to execution of any Contract resulting from this ITB, the Contract may be reviewed for legal sufficiency by a qualified attorney for Oregon Tech pursuant to the applicable Oregon Revised Statutes and Oregon Institute of Technology Policy. Legal sufficiency review may result in changes to the terms and conditions specified in the ITB, Exhibits, and Addenda.

7.17 BID RESULTS:

A notice of intent to award containing the Bid results will be issued to all Bidders. The Bid file will be available for Bidder's review during the protest period at the PACS Department. Bidders must make an appointment with the Administrative Contact to view the Bid file. After the protest period, the file will be available by making a Public Records Request to Oregon Tech.

7.18 BID PREPARATION COST:

Oregon Tech is not liable for costs incurred by the Bidder during the ITB process.

7.19 BID CANCELLATION:

If an ITB is cancelled prior to the Bid Due Date and Time, all Bids that may have already been received will be returned to the Bidders. If an ITB is cancelled after the Bid Due Date and Time or all Bids are rejected, the Bids received will be retained and become part of Oregon Tech's permanent Bid file.

7.20 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD:

Any Bidder who feels adversely affected or aggrieved may submit a protest within three (3) calendar days after Oregon Tech issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the ITB number and title. The rules governing protests are at Oregon Institute of Technology Policy Section 580-061-0145.

EXHIBIT A REQUIRED SPECIFICATIONS
--

The MMET Department requires a machine that will remove/slice off metal 3D printed samples from build plates for later sample preparation and observation. The machine must also be able to cut samples without introducing heat into the sample as this would provide false results and inaccurate research.

Additionally, the machine must utilize modern manufacturing techniques in order to best prepare students by giving them experience on industry leading technology.

Lastly, the machines working area must exceed the size of build plates used on the Form Alloy printer.

The Agie Charmilles Cut C 350 by GFMS meets or exceeds the requirements set by the MMET department.

Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and the required public works bond, as outlined in Sections C.1, C.2 and G.2.3 of the Oregon Tech General Conditions. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Contract:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 5, 2023, as amended January 11, 2023, 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

EXHIBIT B
OREGON INSTITUTE OF TECHNOLOGY – GOODS AND SERVICES CONTRACT

[Please see attached.]



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

THIS GOODS AND 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 (“Representative”).

RECITAL

WHEREAS, 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.

AGREEMENT

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, or extinguish or prejudice Contractor’s right to payment under this Contract.
- 2. Statement of Work.** Contractor will , as further described in **Exhibit A**, which is incorporated by this reference. *Contractor agrees that it and its employees will comply with the Oregon Tech Tobacco-Free Campus Policy.*
- 3. Consideration:** Subject to the provisions of the Oregon Revised Statutes (ORS) 293.462, Oregon Tech agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$, for accomplishing the work and providing the goods required by this Contract in accordance with the schedule of fees further detailed in **Exhibit A**. If Oregon Tech makes any interim payments to Contractor, 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 BAO-baoapay@oit.edu
- 4. Terms and Conditions.** The terms and conditions of this Contract are contained on the following page titled “Goods and Services Contract Provisions.”
- 5. Notices.** Notices to Oregon Tech shall be directed and mailed as follows: Oregon Institute of Technology, Purchasing 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 and Services Contract (which includes the Goods and Services Contract Provisions), **Exhibit A**

(Schedule of Fees), **Exhibit B** (Insurance Requirements), and **Exhibit C** (Oregon Tech Contractor Travel Reimbursement Policy).

7. Contractor Data and Certification.

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):

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Governmental/Non-Profit |
| <input type="checkbox"/> 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 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 Oregon Tech 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, Oregon Tech 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 or is otherwise obligated to pay 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 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. If required, this 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 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. Oregon Tech 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 twenty-four (24) months.
4. **Indemnity, Responsibility for Damages.** Contractor shall be solely responsible for all damage to property, death, illness, bodily injury, loss, and expense (including reasonable attorney’s fees and costs), arising or resulting from or in any way related to Contractor’s breach of its obligations under this Contract or 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, “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 limitation, 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 Contractor’s breach of its obligations under this Contract, any act or omission of Contractor, its subcontractors, members, managers, directors, officers, trustees, agents, contractors, or employees, or any material breach of a representation or warranty of Contractor contained in this Contract or related to this Contract or the work or goods to be provided or actually provided by Contractor under this Contract.

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 Contractor is prohibited from defending Oregon Tech, Contractor is not adequately defending Oregon Tech’s interests, or an important principle is at issue. If Contractor has assumed and is diligently proceeding with Oregon Tech’s defense, Oregon Tech may settle any Proceeding at Contractor’s cost, only if Contractor consents to or approves such settlement, or at Oregon Tech’s cost, without Contractor’s consent or approval. Contractor’s obligations under this Section 4 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 all moneys due and payable to Contractor under this Contract and recoup all moneys paid 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.**

- i. In the event of termination of this Contract, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work or providing the goods multiplied by the percentage of work completed and accepted by Oregon Tech or the value of the goods provided 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 this Subsection, Contractor shall pay any excess to Oregon Tech upon demand.
- ii. In the event of breach or termination of this Contract, Oregon Tech shall have any remedy available to it in law or equity.
- iii. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract and not deliver any further goods subject to 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 under this Contract, excluding any goods not provided to or accepted by Oregon Tech prior to the termination of this Contract. Any fees remaining outstanding and balances owing to the Contractor may be withheld from the assets delivered to Oregon Tech by Contractor or under Oregon Tech's direction, if any.

7. **Termination.**

- i. 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.
- ii. 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 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 or any of its employees, subcontractors, or agents, to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
- iii. This Contract may also be terminated by Oregon Tech for default (including breach of Contract) if (i) Contractor fails to provide services or goods called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the obligations of Contractor under 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 (10) business days.

8. **Representations and Warranties.** Contractor represents and warrants to Oregon Tech that (i) Contractor has the power and authority to enter into and perform this Contract; (ii) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (iii) the work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; (iv) unless

otherwise explicitly stated in this Contract, goods provided under this Contract will be new and free of defect in workmanship and materials, and (v) 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.

- i. **Performance Warranty.** Contractor warrants that the goods provided to Oregon Tech shall consistently perform according to the performance characteristics described in this Contract for a period of **one (1) year** after the termination or expiration of this Contract; provided, however, that if this warranty is less than the standard warranty provided by Contractor to end users for the goods, such standard warranty shall be deemed to have been granted to Oregon Tech. Contractor shall provide Contractor's standard warranty of goods to Oregon Tech.
 - ii. **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 customary industry standards. Oregon Tech agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty.
9. **Hazard Substances.** Contractor shall notify Oregon Tech prior to using products containing hazardous chemicals, substances, or materials to which Oregon Tech employees, students, or invitees may be exposed. Products containing hazardous chemicals, substances, or materials are those products defined by OAR, 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 set Contractor's compensation under this Contract accordingly.
12. **Non-Appropriation.** Oregon Tech certifies that sufficient funds are available and authorized for expenditure to pay the 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 Oregon Tech's reasonable administrative discretion, to continue to pay its obligations 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 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. 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 contractor.

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.** Subject to the terms of Section 20 of this Contract, 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, Jurisdiction.** 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.
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 to completion.
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 ORS 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 strict compliance with the Contract, Oregon Tech, at its sole discretion, may (i) reject the goods and services, (ii) require Contractor to correct any defects without charge, or (iii) 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 Oregon Tech requires Contractor to cure any defects and Contractor is unable or refuses to cure all such 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 or any other rights or remedies available to Oregon Tech, including the rights and remedies under Article 2 of the Uniform Commercial Code, including 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 (i) Section 1 of the Contract entitled "Effective Date and Duration;" (ii) Section 3 of this Contract entitled "Insurance;" (iii) Section 4 of this Contract entitled "Indemnity, Responsibility for Damages;" (iv) Section 6 of this Contract entitled "Remedy;" (v) Section 8 of this Contract entitled "Representations and Warranties;" (vi) Section 11 of this Contract entitled "Taxes – Federal, State and Local;" (vii) Section 13 of this Contract entitled "Independent Contractor Status;" (viii) Section 17 of this Contract entitled "Access to Records;" (ix) Section 18 of this Contract entitled "Governing Law;" and (x) Section 26 of this Contract entitled "Survival."
27. **Notices.** All notices required under this Contract shall be delivered by personal delivery, facsimile, or certified first class mail, postage prepaid, if to Contractor, at the location specified in Paragraph 7 of the main Contract, and, if to Oregon Tech to Oregon Institute of Technology, Purchasing and Contract Services, 27500 SW Parkway Ave., Wilsonville, OR 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.

28. **Debarment, Suspension, and Other Responsibility Matters.** Contractor hereby affirms that to the best of Contractor's knowledge, Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any federal department or agency, in accordance with 2 CFR 200.213, 2 CFR 200.214, and 2 CFR 180.
29. **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 OREGON TECH 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.

[Signature Page Follows.]

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

Oregon Institute of Technology

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B - SAMPLE AGREEMENT

EXHIBIT A – SCHEDULE OF FEES

Description	Cost
	\$
	\$
	\$
Total	\$

EXHIBIT B - SAMPLE AGREEMENT

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 Institute of Technology, Purchasing and Contract Office, 27500 SW Parkway Ave., Wilsonville, OR 97070.

EXHIBIT C
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"> Mileage Chart (see Excel file) Actual mileage (from the odometer) Mapping software (e.g., mapquest.com) Mileage cannot be claimed in addition to fees for rented vehicles and fuel expenses for a rented vehicle. Mileage not reimbursable unless one way trip exceeds 25 miles from origin to destination.

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

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

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

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

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

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

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

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

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

**EXHIBIT C
CERTIFICATION
ITB #2023-01**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Bidder and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and 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.

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 Institute of Technology Policy Section 580-061-0030(3).

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid; and
2. Are an authorized representative of the Bidder, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Bid or Contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the Invitation to Bid and the Contract; and

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

If Bidder is awarded a contract from this Invitation to Bid, Bidder hereby (check one):

Agrees Disagrees

to offer the resulting contractual terms and prices to other public institutions.

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Telephone:(____) _____

Title: _____ Fax:(____) _____

Email: _____ Company: _____

Address, City, State, Zip: _____

Construction Contractors Board (CCB) License Number (if applicable): _____

Business Designation (check one):

Corporation Partnership LLC Sole Proprietorship Non-Profit

Minority Owned Women Owned Emerging Small Business

Oregon MWESB Certification Number: _____

Self-Identified Minority, Women or Emerging Small Business: Yes No

**EXHIBIT D
REFERENCES**

REFERENCE 1

Company: _____ Contact Name: _____
Address: _____ Phone Number: _____
City, State, Zip: _____ E-Mail: _____
Goods or Services Provided: _____

REFERENCE 2

Company: _____ Contact Name: _____
Address: _____ Phone Number: _____
City, State, Zip: _____ E-Mail: _____
Goods or Services Provided: _____

REFERENCE 3

Company: _____ Contact Name: _____
Address: _____ Phone Number: _____
City, State, Zip: _____ E-Mail: _____
Goods or Services Provided: _____

EXHIBIT E
BID PRICE FORM

Bid pricing response must be FOB: Klamath Falls, OR and include all taxes, tariffs, and delivery costs

BID: _____ Date: _____

FOR THE LUMP SUM TOTAL: \$ _____

Delivery Time after Receipt of Purchase Order: _____

Company: _____

Address, City, State, Zip: _____

Contact Name: Telephone: _____

Contact Title: _____ Email: _____

By: _____ Title: _____
(Authorized Signature)