

**REQUEST FOR QUOTES (RFQ) #2023-22**

Issue Date: August 8, 2023

Project Name:	OMIC R&D Aerial Working Platform – Fabrication and Installation		
Quote Due Date/Time:	Monday, August 21, 2023, 1:00 PM Pacific Time		
Project Coordinator:	Mark Mitchell	Phone:	503-821-1165
		Email:	<a href="mailto:Mark.Mitchell@oit.edu">Mark.Mitchell@oit.edu</a>
Contract Coordinator:	Leticia Hill	Phone:	541-885-1133
		Email:	<a href="mailto:Leticia.Hill@oit.edu">Leticia.Hill@oit.edu</a>

**SUBMIT QUOTES VIA EMAIL TO [PURCHASING@OIT.EDU](mailto:PURCHASING@OIT.EDU)**

**PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE  
 “RFQ #2023-22” 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 licensed contractor to fabricate and install an aerial working platform at the OMIC R&D Site in Scappoose, Oregon. OMIC R&D is looking to hire a contractor to fabricate and install an aerial working platform per attached drawings and structural calculations. All fabricated steel for the working platform to be powder coated black. All safety rails and swing gate to be painted Behr 6 OSHA Safety Yellow or approved equal. Contractor to install a brass static grounding ball, unpainted, in an approved location near operator working space. Fiberglass grating to be black Grating Pacific T2515 or approved equal. Grounding ball to be an Eaton GCT2, or approved equal. All painting and welding must be done off-site except for touch-up. The contractor must pull all necessary permits and coordinate for inspection. No motorized personnel lifts will be allowed.

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coordinate for inspection. No motorized personnel lifts will be allowed. Contractor is to refer to attachments titled AKAAN – Platform Drawings and PSE – Structural Design Calculations for platform specifications.

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 5, 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 Columbia County, Oregon

### 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

Quote received from the lowest responsive and responsible quoter will be awarded the contract. The “lowest responsive and responsible quoter” is the lowest quoter who has substantially complied with all requirements of the RFQ and who can be expected to deliver promptly and perform reliably.

**OREGON INSTITUTE OF TECHNOLOGY  
CERTIFICATION  
RFQ #2023-22**

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 Goods and 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 Goods and 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 GOODS AND SERVICES AGREEMENT**

[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](mailto: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: \_\_\_\_\_

SAMPLE AGREEMENT - EXHIBIT A

**EXHIBIT A – SCHEDULE OF FEES**

Description	Cost
	\$
	\$
	\$
Total	\$

SAMPLE AGREEMENT - EXHIBIT A



## 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 October 1, 2022**

Category	Rate Summary	Policy
<b>Instate Travel:</b>  Meal per diem \$64.00 B = \$16.00 L = \$16.00 D = \$32.00	All Oregon Cities Meals           \$64.00 Lodging*       \$140.00 *Actual, up to rate	<ul style="list-style-type: none"> <li>• 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.</li> <li>• No receipts are required for meals and incidental expenses (these are reimbursed on a per diem basis).</li> <li>• If meals are provided at the meeting or event, no meal per diem is allowed.</li> <li>• No meal per diem is allowed on one day trips.</li> <li>• Lodging tax is reimbursed as a miscellaneous expense.</li> </ul>
<b>Out-of-State, and Continental US Travel:</b>  <b>High</b> meal per diem \$74.00 B = \$18.50 L = \$18.50 D = \$37.00  <b>Low</b> 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"> <li>• The per diem equals the federal rate using the <i>IRS's High-Low Substantiation Method</i>.</li> <li>• No receipts are required for meals and incidental expenses (these are reimbursed on a per diem basis).</li> <li>• If meals are provided at the meeting or event, no meal per diem is allowed.</li> <li>• No meal per diem is allowed on one day trips.</li> <li>• Lodging tax is reimbursed as a miscellaneous expense.</li> </ul>
<b>Non-Continental US and Overseas Non-Foreign Areas (Alaska, Hawaii, Guam, etc.)</b>	Contractor travel to these locations is minimal and the federal tables are complicated. Call for per diem rates.	<ul style="list-style-type: none"> <li>• <b>Contact Oregon Tech Office Business Affairs at 541-885-0567 for current per diem rates for these locations.</b></li> <li>• <b>If meals are provided at the meeting or event, no meal per diem is allowed.</b></li> <li>• 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.</li> <li>• No receipts are required for meals and incidental expenses.</li> </ul>
<b>Mileage for Private Vehicle:</b>	\$0.655 per mile effective October 1, 2022	<ul style="list-style-type: none"> <li>• Mileage can be calculated one of 3 ways:  1) Mileage Chart (see Excel file)  2) Actual mileage (from the odometer)  3) Mapping software (e.g., mapquest.com)</li> <li>• Mileage cannot be claimed in addition to fees for rented vehicles and fuel expenses for a rented vehicle.</li> <li>• Mileage not reimbursable unless one way trip exceeds 25 miles from origin to destination.</li> </ul>

<b>Pro-ration of meals for partial days involving an overnight stay:</b>  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:	<b>INITIAL Day of Travel – Leave:</b>	<b>Prior to 7:00 am</b>	<b>7:00 am to 12:59 pm</b>	<b>1:00 pm and after</b>
	<b>Meal Allowance</b>	Breakfast, Lunch, Dinner	Lunch, Dinner	Dinner
	<b>FINAL Day of Travel – Return:</b>	<b>Prior to Noon</b>	<b>12:00 noon to 5:59 pm</b>	<b>6:00 pm and after</b>
	<b>Meal Allowance</b>	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 [Procurement | Oregon Tech \(oit.edu\)](https://procurement.oregon-tech.edu).*

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