



**INVITATION TO BID
ITB # 2024-03
ISSUE DATE: MAY 1, 2024**

**MMET EQUIPMENT – LASER POWDER BED FUSION METAL
ADDITIVE MANUFACTURING SYSTEM**

**BID DUE DATE AND TIME
THURSDAY, MAY 9, 2024 (1:00 PM, Pacific Time)**

SUBMIT BIDS TO:

Purchasing@oit.edu

1.0 GENERAL

1.01 SCHEDULE OF EVENTS:

Invitation to Bid Issue Date	May 1, 2024
Deadline for Request for Clarification or Change	May 6, 2024
Bid Due Date and Time	May 9, 2024
Deadline for Protest of Award	seven (7) calendar days after date on Notice of Intent to Award
Anticipated Contract Begin Date	May 20, 2024

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: purchasing@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:

Oregon Tech is a university founded on the principles of excellence through hands-on knowledge. As the Pacific Northwest's only public institute of technology, Oregon Tech takes pride in its mission to deliver technology education by giving students a rigorous, practical education while applying cutting-edge concepts for real-world solutions. The university partners with industry leaders to ensure that its programs and classes are at the top of the board with adapting to new technology and preparing students for workforce demands.

2.02 BACKGROUND:

The Oregon Institute of Technology ("Oregon Tech") is seeking proposals to select a vendor to provide one (1) Laser Powder Bed Fusion Metal Additive Manufacturing System for the department of Manufacturing and Mechanical Engineering and Technology in Wilsonville, Oregon.

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 or showroom model refurbished as necessary with full manufacturer's warranty. Bidders must specify if proposed equipment is new or a show room model and if any refurbishment has been done.

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 and 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.
- 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 published on the Oregon Public Universities Business and Bid Opportunities website (<https://www2.wou.edu/nora/orpu.bid.home>). The Bid file may 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 seven (7) 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 machine will be installed in a room with the length of 38 feet, width of 24 feet, and height of 12 feet. The machine should pass through the door with the width of 7 feet and the height of 9 feet. The building is equipped with following electricity, if machine cannot operate using the supplied power, a transformer or phase changer as necessary must be included in the quote:

- 480/277 Volt, 3PH 60Hz (30 amps max)
- 240/120 Volt, 1PH 60Hz (15 amps max)
- 208/120 Volt, 3PH 60Hz (70 amps max)

Minimum Qualifications:

- All equipment must be new. No used or refurbished equipment will be considered.
- Warranty duration information must be provided for each piece of equipment.
- All equipment must be provided as soon as reasonably possible. It is requested that the vendor ship items as they are available.
- All bids must be inclusive of Freight FOB Destination, Wilsonville, OR

Required Specifications:

- Minimum build volume approximately: 125 mm × 125 mm × 125 mm (x,y,z)
- Laser power: 100 – 300 W
- Minimum positional accuracy: 20 microns
- Scan speed: 400 - 1200 mm/s
- Minimum build rate: 5 cm³/h
- Layer thickness: 20 - 100 microns.
- Ability to print a variety of metallic alloys including steels, titanium, aluminum, nickel, and tool steel.
- Ability to adjust parameters for printing for use in research application associated with powder alloy development.
- Machine must come with safety plan including Safety Data Sheets (SDS) for all supplied chemicals and gasses, OSHA requirement, and Job Safety Analysis (JSA) detailing suggested Personal Protective Equipment (PPE) and common hazards during various machine operations.
- Quote must provide information regarding all other items required for machine function including gas and chiller.
- Quote must include powder restoring recycling system.
- Quote must include materials including minimum of 20 kg of steel, titanium, nickel alloys (H13, Inconel 618, maraging, Ti-6Al-4V, SS316).
- Quote must include training and three-year maintenance.
- Quote must include the cost of shipping and installation.
- **Quote must include the labor costs for installation at the current State of Oregon prevailing wage rate.**
- Machine must have a 6 month or less build life cycle.

EXHIBIT B
PURCHASE ORDER TERMS AND CONDITIONS
[Remainder of this page left intentionally blank]



**OREGON INSTITUTE OF TECHNOLOGY
PURCHASE ORDER TERMS AND CONDITIONS**

1. **DEFINITIONS:** “Contractor” means the party named in the Purchase Order (“PO”) with whom the Oregon Institute of Technology (“Oregon Tech”) has contracted for the purchase of goods or goods and services. The terms “Contractor” and “Seller” as used in the Uniform Commercial Code (“UCC”) (Oregon Revised Statutes (“ORS”) Chapter 72) are synonymous. “Purchase Order” or “PO” means the entire written agreement between the parties, including these Oregon Institute of Technology - Purchase Order Terms and Conditions, and any other terms and conditions and agreements referenced on the face of the PO.
2. **DELIVERY:** Deliveries will be F.O.B Destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.
3. **INSPECTIONS:** Oregon Tech may inspect and test the Goods and related Services (collectively, “Goods”) at times and places determined by Oregon Tech. Oregon Tech may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, Oregon Tech may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit Oregon Tech’s rights, including its rights under the UCC (ORS Chapter 72). Nothing in this paragraph is to in any way affect or limit Oregon Tech’s rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.
4. **PAYMENT:** Oregon Tech shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the accurate invoice is received, whichever is later. If Oregon Tech fails to pay within 45 days of such date, Contractor may assess overdue account charges up to a rate of 2/3% per month (8% APR) or the maximum rate allowed by law on the outstanding balance. (See Oregon Institute of Technology Policy Section 580-061-0050.)
5. **OREGON TECH PAYMENT OF CONTRACTOR CLAIMS:** If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, Oregon Tech may pay such claim and charge that payment against any payment due to the Contractor under this PO. Oregon Tech’s payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.
6. **WARRANTIES:** Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer, unless otherwise authorized by Oregon Tech. Delivered Goods will comply with specifications and be free from defects in labor, material, and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to Oregon Tech. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.
7. **TERMINATION:** (i) The parties may terminate this PO at any time by mutual agreement. (ii) Oregon Tech may terminate this PO, in whole or in part, at any time for convenience with written notice to Contractor. Upon receipt of the written notice, Contractor shall stop performance, and Oregon Tech shall pay Contractor for Goods or Services delivered and accepted. (iii) Oregon Tech may terminate this PO at any time if Oregon Tech fails to receive funding, appropriations, or other expenditure authority. (iv) If Contractor breaches any PO provision or is declared insolvent, Oregon Tech may terminate this PO for cause with written notice to Contractor, and Contractor shall be liable for all incidental and consequential damages resulting from its breach, including all damages as provided in the UCC.
8. **HOLD HARMLESS:** Contractor shall indemnify, defend, and hold harmless Oregon Tech and its trustees, officers, directors, employees, and agents, from and against all claims, suits, or actions of any nature arising out of or related to any act or omission of Contractor, or its officers, subcontractors, agents, or employees under this PO.
9. **GOVERNING LAW, JURISDICTION, VENUE:** This PO shall be governed and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit, or proceeding between Oregon Tech and the Contractor that relates to this PO (“Claim”) must be heard exclusively in the Circuit

Court of Marion County for the State of Oregon. If the Claim must be brought in a federal forum, then it must be heard exclusively in the US District Court for the District of Oregon. Contractor consents to the in personam jurisdiction of these courts. Neither this Section nor any other provision of this PO is a waiver by the State of Oregon of any form of defense, sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the US Constitution, or other immunity, from any Claim or from the jurisdiction of any court.

10. **FORCE MAJEURE:** Neither party is responsible for delay or default caused by an event beyond its reasonable control. Oregon Tech may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.
11. **ASSIGNMENT/SUBCONTRACT/SUCCESSORS:** Contractor shall not assign, transfer, or subcontract rights (Subcontract) or delegate responsibilities under this PO in whole or in part, without the prior written approval of Oregon Tech. This PO's provisions are binding upon and inure to the benefit of the parties to the PO and their respective successors and assigns. Any assignment or subcontract in contravention of this Section will be null and void.
12. **ACCESS TO RECORDS:** Contractor shall maintain all accounting records relating to this PO according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant Oregon Tech, and the State of Oregon and its agencies, the Secretary of State Audits Division, the federal government, and their duly authorized representatives' access to the Records, including reviewing, auditing, copying, and making transcripts.
13. **COMPLIANCE WITH APPLICABLE LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as amended (Rules), including: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974; (vii) ORS Chapter 659; (viii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (ix) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; and (x) all regulations and administrative rules established pursuant to the foregoing laws.
14. **WORKERS' COMPENSATION:** Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.
15. **SAFETY AND HEALTH REQUIREMENTS:** Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.
16. **MATERIAL SAFETY DATA SHEET:** Contractor shall provide Oregon Tech with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437-002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.
17. **RECYCLABLE PRODUCTS:** Unless otherwise required, Contractor shall use recycled and recyclable products to the maximum extent economically feasible in the performance of the PO.
18. **AMENDMENTS:** All amendments to this PO must be in writing, signed by Contractor and Oregon Tech.
19. **SEVERABILITY:** If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.
20. **WAIVER:** Oregon Tech's failure to enforce any provision of this PO is not a waiver or relinquishment by Oregon Tech of its rights to such performance in the future or to enforce any other provisions.
21. **AWARD TO FOREIGN CONTRACTOR:** If Contractor is not registered to do business or has no office 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 PO. Oregon Tech may withhold final payment under this PO until Contractor has met this requirement.
22. **TAX CERTIFICATION:** Contractor hereby certifies under penalty of perjury: (a) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (b) per ORS 305.385(6) it is not in violation of any Oregon tax laws described in ORS 305.380(4).

23. **EXPORT CONTROL:** Contractor acknowledges that Oregon Tech has students and faculty who are foreign nationals who may work with services, product or technology received from Contractor pursuant to this PO. Contractor represents that it has informed Oregon Tech in writing, prior to acceptance of this PO if it is providing Oregon Tech any product or technology subject to the U.S. Export Administration Act of 1979, the Export Administration Regulations and the International Traffic in Arms Regulations, and if so, under what Commerce Control List number(s) or U.S. Munitions List Number(s) it is controlled.
24. **OREGON TECH NAME AND TRADEMARK:** Contractor shall not use names, marks or trademarks identifying Oregon Tech, or any department or office of Oregon Tech, or in any other way identify Oregon Tech without prior written approval from Oregon Tech's Office of Marketing and Communication.
25. **INSURANCE:** Contractor shall secure at its own expense and keep in effect during the term of the performance under this PO, general liability or professional liability insurance as deemed applicable by Oregon Tech with limits not less than one million dollars (\$1,000,000) per occurrence with an aggregate amount of \$2,000,000, unless otherwise specified in writing by Oregon Tech. If requested, Contractor shall provide proof of insurance of said insurance policy.
26. **ORDER OF PRECEDENCE:** This PO includes the documents listed below, which, in the event of any conflicts among them, must be interpreted in the following order of precedence: i) The solicitation document issued by Oregon Tech and its attachments and addenda, if any; and ii) this Purchase Order including its Terms and Conditions, Contractor's bid, proposal or quote. In the event Contractor's bid, proposal or quote contains a requirement that its terms and conditions are superior to the above order of precedence, then Contractor acceptance of this PO constitutes a complete and absolute waiver of such requirement.
27. **EMPLOYMENT STATUS AND CONFLICTS:** Contractor certifies that it is not currently employed by the federal government and is not an employee of the Oregon Institute of Technology. Contractor further certifies that it has not offered any gifts, financial incentive or other enticements to an Oregon Tech employee, an Oregon Tech employee relative as defined in ORS 244.020(15), or an employee's or relative's business in exchange for a contract.
28. **INDEPENDENT CONTRACTOR STATUS:** The services to be rendered under this PO are those of an independent contractor. Contractor is solely and entirely responsible for any applicable state and federal taxes applicable to this PO. Contractor's employees are not entitled to any of the benefits that Oregon Tech provides its employees.
29. **TRAVEL AND EXPENSE REIMBURSEMENT:** If any travel or expense reimbursement is authorized in this PO, Oregon Tech will only reimburse Contractor in accordance with the Oregon Tech Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time the expense was incurred.
30. **INTELLECTUAL PROPERTY:** All inventions, discoveries, work of authorship, trade secrets or other tangible or intangible items and intellectual property rights created by Contractor pursuant to this PO, including derivative works and compilations, together the "Work Product", and whether such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of OREGON TECH.
31. **TIME IS OF THE ESSENCE:** Contractor agrees that time is of the essence under this PO.
32. **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 the transaction contemplated by this PO by any federal department or agency, in accordance with 2 CFR 200.213, 2 CFR 200.214, and 2 CFR 180.
33. **EQUAL EMPLOYMENT OPPORTUNITY NOTICES:** Contractor and any subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
34. **MERGER:** THIS PURCHASE ORDER CONSITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS PO. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS PO SHALL BIND EITHER PARTY

UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER IS EFFECTIVE ONLY IN THE INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

**EXHIBIT C
CERTIFICATION
ITB #2024-03**

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: Wilsonville, 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)