

# SOUTHERN OREGON UNIVERSITY

## INVITATION TO BID Bid #2013-1

### Telephone System

ADMINISTRATOR: Southern Oregon University  
Procurement Analyst: Treasa Sprague  
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ISSUE DATE: August 2, 2012

ITB DUE DATE: August 16, 2012 3:00 PM

Web Viewers Note: There may be attachments to this ITB. Please contact the Analyst listed to obtain any necessary attachments

**NO ORAL BIDS WILL BE ACCEPTED**

**NO LATE BIDS WILL BE ACCEPTED**

SUBMITTAL LOCATION:

Southern Oregon University  
Finance & Administration  
Attn: Treasa Sprague  
1250 Siskiyou Blvd  
Ashland, OR 97520  
Phone: (541) 552-6319

## **SCHEDULE OF EVENTS**

Invitation To Bid Issue Date.....	August 2, 2012
Deadline for Protest of Bid Specifications And Requests for Clarifications .....	August 8, 2012 3:00 PM
Invitation to Bid Due Date.....	August 16, 2012 3:00 PM

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## **I. INTRODUCTION AND BACKGROUND**

Southern Oregon University began as Ashland Academy in 1872, and today serves as a regional University and center for education, culture and scholarship. The main campus is located in Ashland, Oregon, combining quality education with a spectacular location. Surrounded by rugged mountains, rivers, and lakes, the beautiful 175-acre campus is home to 5,500 students from around the world.

SOU is a four-year public university specializing in liberal arts, sciences, and select graduate and professional programs. Our faculty and staff create a dynamic environment that engages students in the process of learning. Our strong commitment to each student provides a personalized approach that is both academically challenging and personally supportive. Our rich liberal arts and sciences curriculum is balanced with career-focused preparation. With 100 areas of study including 35 majors, we are committed to making the educational experience unique and enriching for all of our students.

SOU consists of the College of Arts and Sciences, the School of Business, and the School of Education. In addition to Southern's main campus, classes are offered on the University's satellite campus in downtown Medford serving both SOU and Rogue Community College. The main campus is also home to an Oregon Health Science University satellite campus.

SOU's values are reflected in our mission statement:

Southern Oregon University is an inclusive campus community dedicated to student success, intellectual growth, and responsible global citizenship. Southern Oregon University is committed to: a challenging and practical liberal arts education centered on student learning, accessibility, and civic engagement; academic programs, partnerships, public service, outreach, sustainable practices, and economic development activities that address regional needs such as health and human services, business, and education; and outstanding programs that draw on and enrich our unique arts community and bioregion.

## **II. Minimum Specifications**

Refer to the attached documents for specifications:

OUS Avaya Aura 6.pdf

Specification-SOU.pdf

Technical contact:

Brian Clark  
OUS Operating System/Network Analyst  
541-713-3331  
[brian.clark@oregonstate.edu](mailto:brian.clark@oregonstate.edu)

## **SOUTHERN OREGON UNIVERSITY** **INSTRUCTIONS TO BIDDERS**

All bids are subject to the provisions and requirements of the applicable Oregon Revised Statutes and the Oregon Administrative Rules.

### **BID PREPARATION**

**BID FORMAT:** Bids must be typewritten or prepared in ink and must be submitted on the form provided in the Invitation to Bid, including the Price Sheet and the Bidder Certification. Bids must be submitted as indicated in the Invitation to Bid. Bids may be submitted in writing to the SOU Finance & Administration office via facsimile, e-mail, mail or in person.

***Bidders must submit the form provided entitled "Price Sheet" at Attachment A, the form entitled "Bidder Certification" at Attachment B, and, if applicable, any required descriptions of constructions different from those proposed in the Minimum Specifications to be considered responsive.***

### **NO ORAL OR FACSIMILE BIDS WILL BE ACCEPTED.**

**CONFORMANCE TO BID REQUIREMENTS:** Bids must conform to the requirements of the Invitation to Bid. Unless otherwise specified, all items bid must be new, unused and not remanufactured in any way. Bid prices must be for the unit indicated on the Price Sheet. Bid prices must also reflect consideration of all terms and conditions contained in the Invitation to Bid, including, but not limited to, the Southern Oregon University Standard Terms and Conditions for Goods. Failure to comply with all requirements may result in bid rejection.

**ADDENDA:** Only documents issued as addenda by the SOU Finance and Administration Office serve to change the ITB in any way. No other direction received by the bidder, written or verbal, serves to change the ITB document. NOTE: IF YOU HAVE RECEIVED A BID YOU SHOULD CONSULT THE SOU FINANCE AND ADMINISTRATION OFFICE TO ASSURE THAT YOU HAVE NOT MISSED ANY ADDENDA ANNOUNCEMENTS. BIDDERS ARE NOT REQUIRED TO RETURN ADDENDA WITH THEIR BID. HOWEVER, BIDDERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL BID. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE BIDDER'S BID NON-RESPONSIVE, WHICH MAY CAUSE THE BIDDER'S BID TO BE REJECTED.

**PRODUCT IDENTIFICATION:** Bidders must clearly identify all products bid unless the products bid on are already specified in the Bid Form with Price Sheet. SOU reserves the right to reject any bid when the product information submitted with the bid is incomplete.

**FOB DESTINATION:** Unless specifically allowed in the ITB, BID PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges paid by the bidder.

**DELIVERY:** Delivery time must be shown in number of calendar days after receipt of order.

**DELINQUENT OREGON TAXES:** Bidders must certify, under penalty of perjury, that they are not in violation of any Oregon tax laws. No contract for the purchase of goods and/or services will be awarded to a bidder who cannot so certify.

**EXCEPTIONS:** Any deviation from bid specifications, terms and conditions may result in bid rejection.

**SIGNATURE ON BID:** The Price Sheet and the Bidder Certifications must be signed in ink by an authorized representative of the bidder. Signature on these documents certifies that the bid is made without connection with any person, firm or corporation making a bid for the same goods and/or services and is in all respects fair and without collusion or fraud.

Signature on a these documents also certifies that the bidder has read, fully understands, and agrees to be bound by the Invitation to Bid, which includes the Instructions to Bidders, Southern Oregon University's Standard Terms and Conditions, and all Attachments and Addenda to the Invitation to Bid. No consideration will be given to any claim resulting from bidding without comprehending all requirements of the Invitation to Bid.

**BID MODIFICATION:** Modifications or erasures made before bid submission should be initialed in ink by the person signing the bid. Bids, once submitted, may be modified in writing before the time and date set for bid closing. Any modifications should be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior bid. Bidders may not modify bids after bid closing time.

**BID WITHDRAWALS:** Bids may be withdrawn in writing on company letterhead signed by an authorized representative and received by the SOU Finance & Administration office prior to bid closing time. Bids may also be withdrawn in person before bid closing time upon presentation of appropriate identification.

**PROTEST OF BID SPECIFICATIONS AND REQUESTS FOR CLARIFICATIONS:** A bidder who believes bid specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the SOU representative identified below. A bidder who does not understand the bid specifications may also submit a request for clarification, in writing, to the SOU representative identified below. To be considered, protests and requests for clarification should be submitted via email, facsimile, or in person to the SOU representative identified below, and they must be received by the SOU representative at least two days before the bid closing date (ten days if the bid is for a public improvement), unless otherwise specified in the bid document.

No information obtained in any conversation with any SOU personnel will serve to change the requirements of the ITB.

The purpose of the period for protests and requests for clarifications is to permit SOU to correct specifications, prior to the opening of bids. This period allows SOU to make needed corrections through the issuance of addenda, prior to the opening of bids. SOU will consider all properly made protests and requests for clarifications, and, if appropriate, amend the ITB.

Protests or requests for clarification submitted to anyone other than the SOU representative listed below may not be considered. SOU is not responsible for any protests or requests that are not submitted by the due date and time specified in the Schedule of Events. Protests should be marked as follows:

Bid Specification Protest for ITB (August 8, 2012 3:00 PM) Closing Date: (August 16, 2012 3:00 PM)

Submit Protests and Requests for Clarification to the following SOU representative:

Treasa Sprague  
Southern Oregon University, Executive Assistant  
Finance and Administration  
1250 Siskiyou Blvd  
Ashland, OR 97520  
E-Mail: [spraguet@sou.edu](mailto:spraguet@sou.edu)  
Voice: (541) 552-6319 Fax: (541) 552-6337

**BID SUBMISSION:** Bids may be submitted by returning to the SOU Finance and Administration office. No oral or telephone quotes will be accepted.

**Preferred Method.** Complete proposals (including all attachments) may be emailed to the Contracting Officer per the contact information provided under "General Information." The Proposals must be electronically received by the Closing Date and Time indicated by the Schedule of Events. **Email subject line must be "Response to RFP #2013-1."** Proposer must telephone and confirm electronic

receipt of the complete emailed document(s) before the time and date deadline. Proposals delayed or lost by email system filtering or failures may be considered at the University's sole discretion.

**Alternative Method.** An original and electronic copy (on compact disk or an alternative electronic storage device) of the complete Proposal may be mail or hand-delivered to the Contracting Officer per the contact information provided below prior to the Closing Date and Time indicated by the Schedule of Events. The envelope/package containing the response must be clearly marked "**Response to RFP #2012-1.**"

The original Proposal must be **signed in blue ink** by an authorized representative of the Proposer. Alterations or erasures shall be initialed in ink by the person signing the Proposal. Proposals may not be submitted by telephone or fax.

It is the responsibility of the Proposer to ensure that Proposals arrive by the Closing Date and Time. **LATE PROPOSALS WILL NOT BE ACCEPTED, except as set out in the Preferred Method of delivery above.** Proposals may be hand delivered, mailed, or e-mailed to:

**Hand Delivery:** *(Including UPS, FEDEX)*

Southern Oregon University  
1250 Siskiyou Boulevard  
Computer Services Room CS234  
Ashland, Oregon 97520

**Mailing Address:**

Treasa Sprague, Finance & Administration  
Southern Oregon University  
1250 Siskiyou Boulevard  
Ashland, Oregon 97520

The Finance and Administration office shall not be responsible for identifying or considering any bid not properly marked and not submitted in a timely manner.

**BID OPENING:** Bids will be opened at the scheduled opening time at SOU Finance and Administration office. (unless otherwise specified), 1250 Siskiyou Blvd, Ashland, OR. Bidders may be present; however, award decisions will not be made at the opening. Only names of those companies that submitted bids will be announced.

### **BID EVALUATION AND AWARD**

**EVALUATION CRITERIA:** Bids will be awarded based upon the evaluation criteria in the Invitation to Bid and in applicable Oregon Administrative Rules.

Ordinarily, bids will be evaluated to identify the "lowest responsive responsible bidder." The "lowest responsive responsible bidder" is the lowest bidder who has substantially complied with all requirements of the Invitation to Bid and who can be expected to deliver promptly and perform reliably.

However, SOU may engage in the Negotiations process, the Low Tie Bids process, or other processes identified in the applicable Oregon Administrative Rules to determine the contract award.

If a bid is awarded, SOU will issue a purchase order that incorporates the ITB terms and conditions and Bidder's Bid Form with Price Sheet and Bidder's Certifications.

**PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, SOU generally will not completely review or analyze bid responses which on their faces fail to comply with the requirements of the bid documents or which clearly are not the best bids, nor will SOU generally investigate the references or qualifications of those who submit such bid responses. Therefore, neither the release of a bidder's bid bond, the return of a bid response, nor acknowledgment that the selection is complete operates as a representation by SOU that an unsuccessful response was complete, sufficient, or lawful in any respect.

**DELIVERY:** Significant delays in delivery of product or services specified may be considered in determining award if early delivery is required.

**CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the bid documents.

**PAYMENT:** Bids which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.

**INVESTIGATION OF REFERENCES AND CONSIDERATION OF PAST PERFORMANCES:** SOU reserves the right to investigate the references and the past performance of any bidder, including but not limited to the bidder's performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. SOU may postpone the award or execution of the contract after the announcement of the apparent successful bidder in order to complete its investigation and may take the results of its investigation into account when conducting bid evaluations. SOU reserves the right to reject any bid response or to reject all bid responses at any time prior to SOU's execution of contract if it is determined to be in the best interest of SOU to do so.

**METHOD OF AWARD:** SOU reserves the right to make the award by item, groups of items or entire bid, whichever is in the best interest of SOU.

**BID REJECTION:** SOU reserves the right to reject any and all bids.

**BID RESULTS:** Ordinarily, only bidders who receive awards will be notified of bid results; unsuccessful bidders will not be notified.

Bidders may view tabulations of awarded bids by requesting a copy of such from the Finance and Administration office.

Awarded bid files are public records and available for review at the Finance and Administration office by appointment.



## **SOUTHERN OREGON UNIVERSITY** **STANDARD TERMS & CONDITIONS FOR GOODS**

### **1. DEFINITIONS:**

"Contract" means only the documents listed below, which, in the event of any conflicts among them, must be interpreted in the following order of precedence:

- the Invitation to Bid and its specifications, terms and conditions and attachments; solicitation addenda and contract amendments, if any; and
- the purchase order or price agreement document issued by SOU;

"Contractor" means a person or organization with whom Southern Oregon University (SOU) has contracted for the provision of goods pursuant to this Contract. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS chapter 72) are synonymous;

"OARs" means the Oregon Administrative Rules adopted by the State of Oregon Board of Higher Education.

"ORS" means the Oregon Revised Statutes;

"SOU" means the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Southern Oregon University. "SOU" also means other parties to the Contract if the purchase is being made under a cooperative agreement;

**2. AMENDMENTS:** The terms of this Contract are not waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of SOU.

**3. SEXUAL HARASSMENT:** The State Board of Higher Education has adopted policies applicable to Contractors that prohibit sexual harassment, and Contractor's company and employees are required to adhere to SOU's policy prohibiting sexual harassment in their interactions with members of the SOU community.

**4. RECYCLABLE PRODUCTS:** Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

**5 PAYMENT:** Payment of SOU contracts or Purchase Orders is normally made within 30-45 days following the date the entire order is delivered or the date the invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to a maximum of two-thirds of one percent per month (8% per annum) on the outstanding balance (ORS 293.462).

**6. CASH DISCOUNT:** If SOU is entitled to a cash discount, the period of computation commences on the date the entire order is delivered or the date the invoice is received, whichever is later.

**7. DELIVERY:** All deliveries are 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 remain with the Contractor until final inspection and acceptance, when responsibility passes to SOU except as to latent defects, fraud and Contractor's warranty obligations.

**8. INSPECTIONS:** Goods furnished under this Contract is subject to inspection and test by SOU at times and places determined by SOU. If SOU finds goods furnished to be incomplete or not in compliance with the Contract, SOU, at its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to SOU at a reduced price, whichever SOU deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by SOU, SOU may reject the goods and cancel the Contract in whole or in part. Nothing in this paragraph is to in any way affect or limit SOU'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.

**9. WAIVER:** Failure of SOU to enforce any provisions of this Contract does not constitute a waiver or relinquishment by SOU of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

**10. ASSIGNMENT/SUBCONTRACT/SUCCESSORS:** Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the SOU Procurement and Contract Services Department and any attempt to do so will be void. No such written approval relieves Contractor of any obligations of this Contract, and any transferee or subcontractor is considered the agent of Contractor. Contractor shall remain liable to SOU under the Contract as if no such assignment, transfer, or subcontract had occurred.

**11. SUCCESSORS IN INTEREST:** The provisions of this Contract are binding upon and inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.

**12. 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 also shall comply with the Americans with Disabilities Act, 42 USC §12101 et seq., ORS Chapter 659A and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of Contractor to comply with any or all such laws, ordinances, rules, and regulations does not relieve Contractor of these obligations nor of the requirements of this Contract.

**13. PAYMENT OF CONTRACTOR'S OBLIGATIONS:** Contractor agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the provision of the work provided in this Contract; pay all contributions or amounts due the industrial accident insurance provider from such Contractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate SOU official may pay such claim and charge the amount of the payment against funds due or to become due to the Contractor under this Contract. Any payment of a claim in the manner authorized in this section does not relieve the Contractor or Contractor's surety, if any, of obligations with respect to any unpaid claims.

**14. SEVERABILITY:** If any provisions of this Contract are declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provision are not to be affected; and the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

**15. INDEMNITY, RESPONSIBILITY FOR DAMAGES:** (a) Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this Contract, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the State of Oregon, the State Board of Higher Education, SOU, and their officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract. (b) Without limiting the generality of Section 14(a), Contractor expressly agrees to defend, indemnify, and hold SOU, the State of Oregon and their agencies, subdivisions, officers, directors, agents, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys fees, and damages arising out of or related to any claims that the goods or any other tangible or intangible items delivered to SOU by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or SOU's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that SOU shall provide Contractor with prompt written notice of any infringement claim. (c) Contractor shall have control of the defense and settlement of any claim that is subject to Sections 14 (a) or (b); however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the state of Oregon determines that Contractor is prohibited from defending the State of Oregon, or is not adequately defending the state of Oregon's interests, or that an important governmental principle is at issue and the state of Oregon desires to assume its own defense.

**16. WARRANTIES:** Unless otherwise stated, all goods must be new and current model and carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with solicitation specifications. All implied or expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this Contract. All warranties run to SOU.

**17. SAFETY AND HEALTH REQUIREMENTS:** Goods supplied under this Contract are to comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division.

**18. ACCESS TO RECORDS:** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all cost of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of the Contract. The Oregon State Board of Higher Education, 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. Contractor shall maintain such books and records for three years from the date of Contract expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of the Contract and for any commitments or expenditures in excess of amounts authorized by SOU.

**19. TERMINATION:** This Contract may be terminated at any time by mutual consent of both parties or by SOU at its discretion. If sufficient funds are not provided in future legislatively approved budgets of SOU (or from applicable federal, state or other sources) to permit SOU, in the exercise of its reasonable administration discretion, to continue this Contract, or if SOU or the program from which this Contract was executed is abolished, SOU may terminate this Contract without further liability upon delivery of notice to Contractor. This Contract may also be terminated by SOU for default (including breach of contract) if (a) Contractor fails to provide goods called for by this Contract within the time specified, or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of the Contract in accordance with these terms, and after receipt of written notice from SOU, fails to correct such failures within ten days. The rights and remedies of SOU provided in the above clause related to defaults (Including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by or under this Contract. Contractor shall be liable for any and all damages incidental and consequential, as provided in ORS 72.7110 to 72.7170, suffered by SOU as the result of Contractor's breach of contract. SOU shall have any and all remedies provided under the Uniform Commercial Code (ORS chapter 72) in the event of a breach of contract by Contractor. In the event of repeated breach of public and/or private contracts, Contractor shall be subject to disqualification as bidder on SOU contracts.

**20. FORCE MAJEURE:** Neither SOU nor Contractor shall be held responsible for delay or default caused by fire, riot, act of nature, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, SOU'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 cessation of the cause, diligently pursue performance of its obligations under this Contract.

**21. AWARD TO FOREIGN CONTRACTOR:** If the amount of this Contract exceeds \$10,000 and if 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 Secretary of State Corporation Division, all information required by those agencies relative to this Contract. SOU shall withhold final payment under this Contract until Contractor has met this requirement.

**22. GOVERNING LAW:** This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, or suit between SOU and Contractor that arises out of or relates to performance of this Contract are to be brought and conducted solely and exclusively within the Circuit Court for Marion, for the State of Oregon. Provided, however that if any such claim, action, or suit may be brought only in federal forum, it is to be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts.

**23. AVAILABILITY OF FUNDS:** SOU certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of the Contract or any extension after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Contract.

**24. NOTICE:** Any notice pursuant to this Contract is validly given only if in writing and sent by registered or certified mail, postage prepaid, to the respective addressees of Contractor and SOU.

**25. WORKERS' COMPENSATION:** All employers, including Contractor, that employ subject workers, who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

**26. MERGER:** THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT BINDS EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER IS 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 THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. CONTRACTOR ALSO AGREES THAT SOU IS NOT BOUND TO ANY TERMS AND CONDITIONS EXTERNAL TO THIS CONTRACT THAT SOU HAS NOT READ AND AGREED TO IN A WRITING SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND SOU.

**Attachment A**  
**Price Sheet**

Bid pricing response must be FOB: **480 University Way, Ashland, OR 97520** and include all delivery costs.

***Response must include an itemized parts lists breakdown of costs***

ALL BIDS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE INVITATION TO BID AND ITS ATTACHMENTS AND APPLICABLE OREGON ADMINISTRATIVE RULES.

Name of firm: \_\_\_\_\_ Sales Rep: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

F.O.B.: SOU, Ashland, OR Terms of Payment: \_\_\_\_\_

Delivery Time after Receipt of Purchase Order: \_\_\_\_\_ Prices Good through: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

(Authorized Signature)

# Attachment B

## Bidder Certification

Each Entity must read and comply with the following sections. Failure to do so may result in rejection of offer. By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Entity 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 ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any 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 under the name and taxpayer I.D. number submitted below. Information not matching IRS records could subject Contractor to 31 percent 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 OAR 580-061-0030 (3).

### **SECTION III. COMPLIANCE WITH SOLICITATION**

The undersigned agrees and certifies that they:

1. Have read, understands and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions contained herein (including any attachments); and
2. Are an authorized representative of the Entity, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the offer or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the solicitation and the contract; and
4. Will provide/furnish federal employee identification number or social security number with offer.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: (\_\_\_\_\_) \_\_\_\_\_ Fax Number : (\_\_\_\_\_) \_\_\_\_\_

FEIN ID# or SSN# (required): \_\_\_\_\_

Construction Contractors Board (CCB) License Number (if applicable): \_\_\_\_\_

Business Designation (check one):

Corporation     Partnership     Sole Proprietorship     Non-Profit     Limited Liability Company

Minority, Women & Emerging Small Business (MWESB) Certified Firm:     Yes     No

If yes, Minority, Women & Emerging Small Business (MWESB) Certification Number: \_\_\_\_\_