



**Purchasing and Contract Services**

|                         |                       |
|-------------------------|-----------------------|
| Klamath Falls:          | Wilsonville:          |
| 541.885.1133 (office)   | 503.821.1277 (office) |
| 541.885.1215 (fax)      | 503.533.5190 (fax)    |
| 3201 Campus Drive       | 27500 SW Parkway Ave. |
| Snell Hall 217          | Wilsonville, OR 97070 |
| Klamath Falls, OR 97601 |                       |

**REQUEST FOR QUOTES (RFQ) #2012-23**

|                      |  |
|----------------------|--|
| Project Name:        | Oregon Tech Facilities Management Evaluation             |
| RFQ Due Date/Time:   | December 19, 2012, 1:00 PM PST                           |
| Project Coordinator: | Ken Kiest, University Facilities and Capital Planner     |
| Phone:               | (541) 885-1225   |
| Email:               | <a href="mailto:ken.kiest@oit.edu">ken.kiest@oit.edu</a> |

**SUBMIT QUOTES VIA EMAIL TO [PURCHASING@OIT.EDU](mailto:PURCHASING@OIT.EDU) OR MAIL/HAND DELIVERY TO THE ABOVE KLAMATH FALLS ADDRESS TO LETICIA HILL**

**PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE “RFQ# 2012-23” IN THE SUBJECT LINE**

**1. ANNOUNCEMENT AND SPECIAL INFORMATION**

Quoters are required to read and understand and comply with all information contained within this RFQ. All quotes are binding upon Quoter for thirty (30) days from the RFQ Due Date/Time. All payments for services will be paid in accordance to OAR 580-061-0050. Quotes received after the RFQ Due Date/Time may not be considered. Travel and other expense reimbursement will only be reimbursed in accordance with the OIT Contractor’s Travel Reimbursement Policy at the time the expense is incurred.

In support of OIT’s sustainability mission, Quoters are encouraged to consider the following elements in responding to this RFQ. These are not a factor of award (unless otherwise specified in this document):

- Using environmentally preferable products and products that exceed EPA guidelines
- Supporting a diverse supplier pool, including Oregon small, minority, and women-owned firms
- Featuring products made or grown in Oregon.

**2. SCOPE**

The purpose of this RFQ is to select a consulting firm or organization that can provide a Facilities Management Functional/Organizational Evaluation at the Klamath Falls, Oregon campus. Minimum deliverables include:

- Prior to site visit conduct surveys with project coordinator and key facilities management personnel to identify objectives and evaluate priorities.
- Site visit by experienced university facility professionals to evaluate Oregon Tech Facilities for:
  - Leadership
  - Strategic and Operational Planning
  - Customer Focus
  - Assessment and Information Analysis
  - Development and Management of Human Resources
  - Process Management
  - Performance Results
- Summary report of findings and recommendations in both oral and written report form.

- Ability to offer additional resources to help improve issues or observations identified during the evaluation.
- Provide Oregon Tech with evaluation draft report by February 15, 2013. Final report to be submitted by March 1, 2013.

Oregon Tech Klamath Falls Background Information

Facilities Staffing Level

- Director (1 FTE)
- Office Specialist (1FTE)
- Business Manager (1FTE)
  - Assistant (1FTE)
- Custodial Supervisor (1 FTE)
  - Custodians (12 FTE)
- Maintenance Supervisor (1 FTE)
  - Maintenance Emp. (9.5 FTE)
- Grounds Supervisor (1 FTE)
  - Grounds Emp. (3 FTE)

Institutional FTE (full time enrollment)

- 2,807FTE (fall 2012 unofficial)

Gross Institutional Expenditures

- \$54,177 million

Number of buildings on campus, square footage

| <i>Building</i>            | <i>Year Built</i>      | <i>Total Area Sq Ft</i> | <i>Used For</i>           |
|----------------------------|------------------------|-------------------------|---------------------------|
| <i>Archives</i>            | <i>1990</i>            | <i>1137</i>             | <i>File Storage</i>       |
| <i>Athletic Storage</i>    | <i>1982</i>            | <i>920</i>              | <i>Storage</i>            |
| <i>Boivin Hall</i>         | <i>1977</i>            | <i>45,270</i>           | <i>Labs/Classrooms</i>    |
| <i>Cornett Hall</i>        | <i>1964</i>            | <i>91,374</i>           | <i>Labs/Classrooms</i>    |
| <i>College Union</i>       | <i>1964,70,78,2001</i> | <i>75,167</i>           | <i>Multi Purpose</i>      |
| <i>DOW Center – West</i>   | <i>2007</i>            | <i>40,351</i>           | <i>Labs/Classrooms</i>    |
| <i>DOW Center – East</i>   | <i>2009</i>            | <i>46,035</i>           | <i>Labs/Classrooms</i>    |
| <i>Facilities Services</i> | <i>1975</i>            | <i>20,115</i>           | <i>Campus Maintenance</i> |
| <i>Facilities Storage</i>  |                        | <i>2400</i>             | <i>Storage</i>            |
| <i>Gymnasium</i>           | <i>1965</i>            | <i>54,621</i>           | <i>Athletics</i>          |
| <i>Heat Exchange</i>       | <i>1965</i>            | <i>1,264</i>            | <i>Heating / Geo</i>      |
| <i>Student Health</i>      | <i>1997</i>            | <i>46,537</i>           | <i>Health</i>             |
| <i>Moehl Stadium</i>       | <i>1982</i>            | <i>1,815</i>            | <i>Track and Field</i>    |
| <i>Mech/Elec</i>           | <i>1964</i>            | <i>1,761</i>            | <i>Electric Source</i>    |
| <i>Owens Hall</i>          | <i>1964</i>            | <i>37,237</i>           | <i>Labs/Classroom</i>     |
| <i>Purvine Hall</i>        | <i>1987</i>            | <i>45,474</i>           | <i>Labs/Classroom</i>     |
| <i>Residence Hall</i>      | <i>1968</i>            | <i>103,242</i>          | <i>Housing</i>            |
| <i>Semon Hall</i>          | <i>1964</i>            | <i>35,509</i>           | <i>Labs/Classroom</i>     |
| <i>Snell Hall</i>          | <i>1964</i>            | <i>14,138</i>           | <i>Administration</i>     |
| <i>Village</i>             | <i>2009</i>            | <i>97,261</i>           | <i>Housing</i>            |
| <i>Total:</i>              |                        | <i>760,491</i>          |                           |

### **3. Quote**

Quotes should be short and concise with a maximum of 10 pages with the following information:

- A. Firm background, including experience with similar evaluations;
- B. Proposed work plan for conducting the evaluation, including timelines;
- C. Expectations or required information to be provided by Oregon Tech;
- D. Fee on a time and material basis with a maximum not-to-exceed. Should include all fees, travel (at Oregon Tech Contractor Reimbursement Policy) and any miscellaneous anticipated charges; and
- E. Three references from entities where a similar evaluations has been performed.

### **4. Evaluation**

Quotes will be evaluated based on subjective factors including, but not limited to: Company experience, staff experience, work plan, expectations, fees and references.

**OREGON INSTITUTE OF TECHNOLOGY  
CERTIFICATIONS  
RFQ #2012-23**

Each Quoter must read, complete and submit a copy of this Oregon Institute of Technology 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 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. Information not matching IRS records could subject Contractor to 31% 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 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 attachments); and
2. Are an authorized representative of the Quoter, 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
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and Quote.

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Name (Type or Print): \_\_\_\_\_ 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 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 Administrative Rules and Oregon Revised Statutes.

### QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ. Quotes may be submitted in writing to OIT office via e-mail, mail or in person.
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 OIT 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 UNIVERSITY PROCUREMENT GATEWAY WEBSITE ([www.ous.edu/about/bo](http://www.ous.edu/about/bo)) 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 OIT in RFQ 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 requirements, etc. All such brand substitutions shall be subject to approval by OIT.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. OIT reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **FOB DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges paid by the Quoter.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the Oregon Institute of Technology Professional Services Contract 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 and fully understands all quote specifications, and the Oregon Institute of Technology Professional Services Contract (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 OIT 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 may be submitted by returning to OIT Purchasing and Contract Services Office in the location designated in the introduction of the RFQ via e-mail, mail or in person but no oral or telephone quotes will be accepted. Envelopes, or e-mails containing Quotes should contain the RFQ Number and RFQ Title.

#### **QUOTE EVALUATION AND AWARD**

- 1. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, OIT 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 OIT 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 OIT 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 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
- 5. INVESTIGATION OF REFERENCES:** OIT 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. OIT may postpone the award or execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation. OIT reserves the right to reject any quote or to reject all quotes at any time prior to OIT's execution of a contract if it is determined to be in the best interest of OIT to do so.
- 6. METHOD OF AWARD:** OIT reserves the right to make the award by item, groups of items or entire quote, whichever is in the best interest of OIT.
- 7. QUOTE REJECTION:** OIT 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.



OREGON INSTITUTE OF TECHNOLOGY
PERSONAL/PROFESSIONAL SERVICES CONTRACT
CONTRACT #

This Contract is between the State of Oregon, acting by and through the State Board of Higher Education, on behalf of the Oregon Institute of Technology, hereafter called "OIT" and , hereafter called "Contractor". OIT's Representative for this Contract is .

1. Effective Date and Duration. This Contract shall become effective on upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on . However, such expiration shall not extinguish or prejudice OIT'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.

2. Statement of Work. Contractor will provide the following personal/professional services: , further described in Exhibit A.

3. Consideration. OIT agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$ , for accomplishing the work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Terms and Conditions. The terms and conditions of this Contract are contained on the following pages titled "Oregon Institute of Technology Standard Personal/Professional Contract Provisions."

5. Travel and Other Expense. OIT shall reimburse Contractor for travel and other expenses in accordance with the OIT Contractor Travel Reimbursement Policy, attached in Exhibit D.

6. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Personal/Professional Services Contract, Exhibits A, B, C, D and (RFQ#2012-23 (Attachment 1) and Contractor's response to RFQ#2012-23 (Attachment 2).

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing):

Address:

Phone No.:

Email:

MWESB Certification #: \_\_\_\_\_

DBE MBE WBE ESB

Above payment information must be provided prior to Contract approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31% backup withholding.

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

**1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. The Oregon Department 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. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**2. AVAILABILITY OF FUNDS.** OIT certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of this contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the OIT's reasonable administrative discretion, to continue to make payments under this Contract.

**3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

**4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), title VI of the civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate OIT official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

**5. DISCLOSURE OF SOCIAL SECURITY NUMBER.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. The number is requested pursuant to ORS 305.385 and OAR 150-305-100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.

**6. EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**7. GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between OIT and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.



**8. HAZARD COMMUNICATION.** Contractor shall notify OIT prior to using products containing hazardous chemicals to which OIT employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OIT's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

**9. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be 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, OIT, 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, and provided that OIT shall provide Contractor with prompt written notice of any such claim, suit, action or proceeding and reasonable assistance, at Contractor's expense, in the defense thereof. Contractor shall have control of the defense and settlement thereof, but 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 the prior written consent of the OUS General Counsel. OIT may, at its election and expense, assume its own defense and settlement in the event that OIT determines that Contractor is prohibited from defending OIT, is not adequately defending its interests, or that an important governmental principle is at issue and OIT desires to assume its own defense.

**10. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although OIT reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, OIT cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of OIT for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that OIT provides its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. If Contractor is providing personal services as an individual, Contractor: (1) Is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment, (2) Will not be eligible for any Federal Social Security, State Worker's Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) Is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of OIT; (4) Is not currently employed by the Federal Government and the amount charged does not exceed the normal charge for the type of service provided if payment is to be charged against Federal funds and; (5) Must furnish Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax. OIT will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. (Also see Exhibit C.)

**11. INSURANCE.** Contractor shall provide insurance as indicated on Exhibit B, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon, acting by and through the State Board of Higher Education on behalf of the Oregon Institute of Technology and their officers and employees shall be included as an additional insured in said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months.

**12. LIMITATION OF LIABILITIES.** Except for liability arising under or related to sections 15(A) or 23(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

**13. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or OIT at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against OIT, such facsimile transmission must be confirmed by telephone notice to OIT's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**14. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of OIT. OIT and Contractor intend that such Work Product be deemed "work made for hire" of which OIT shall be deemed the author. If for any reason the Work Product is not deemed "work for hire", Contractor hereby irrevocably assigns to OIT all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as OIT may reasonably request in order to fully vest such rights in OIT. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**15. REPRESENTATIONS AND WARRANTIES.** (A) Contractor's Representations and Warranties. Contractor represents and warrants to OIT that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, (5) all computer hardware and software delivered under this Contract will, individually and in combination, correctly process, sequence, calculate all date and date-related data for all dates prior to, through and after January 1, 2000, and (6) any software products delivered under this Contract that process date or date related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century. (B) Contractor's Limitation of Liability. Contractor's liability with respect to items (5) and (6) above shall not exceed: (1) twice the total Contract amount (including any amendments) or (2) \$100,000, whichever is greater. (C) Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**16. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the Section titled "Effective Date and Duration", and Sections 1, 7, 9, 12, 14, 15, 16, and 23.

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

**18. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from OIT. In addition to any provisions OIT may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 9, 14, and 27 as if the subcontractor were the Contractor. OIT's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

**19. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**20. TAX COMPLIANCE CERTIFICATION.** Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge Contractor is not in violation of any of the tax laws described in ORS 305.380(4), which include a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620. If this Contract is executed, this information will be reported to the Internal Revenue Service (IRS). Information not matching IRS records could subject Contractor to 31% backup withholding.

**21. TERMINATIONS.** (A) This Contract may be terminated at any time by mutual consent of the parties, or by OIT for convenience upon thirty (30) days' notice to the Contractor. (B) In addition, OIT may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the OIT, if (i) Federal or state laws, rules, regulations or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or OIT 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 to provide the services required by this Contract is for any reason denied, revoked, or not renewed. (C) This Contract may also be immediately terminated by OIT for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from OIT, fails to correct such failure within ten business days.

**22. TERMINATION DUE TO NONAPPROPRIATION OF FUNDS.** If sufficient funds are not provided in future legislatively approved budgets of OIT (or from applicable Federal, state, or other sources) to permit OIT in the exercise of its reasonable administrative discretion to continue this Contract, or if OIT or the program for which this Contract was executed is abolished, OIT 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, OIT may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

**23. REMEDIES.** (A) In the event of termination pursuant to Sections 21(A) and (B)(i) and 22, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by OIT, less previous amounts paid and any claim(s) which OIT has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to OIT on demand. (B) In the event of termination pursuant to Sections 21(B)(ii) or (C), OIT shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under these subsections, the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 21(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless OIT expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to OIT all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon OIT's request, Contractor shall surrender to anyone OIT designates, all documents, research or objects or other tangible things needed to complete the work.

**24. NO THIRD PARTY BENEFICIARIES.** OIT and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**25. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.

**26. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this

Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

**27. FORCE MAJEURE.** Neither OIT nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, OIT'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.

**28. WAIVER.** The failure of OIT to enforce any provision of this Contract shall not constitute a waiver by OIT of that or any other provision.

**29. RECYCLING.** In the performance of this Contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

**MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES AND ALL NECESSARY STATE APPROVALS HAVING BEEN OBTAINED. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

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

**CONTRACTOR AND OIT SIGNATURES**

, **CONTRACTOR**

**The State of Oregon acting by and through the State Board of Higher Education, on behalf of the Oregon Institute of Technology, OIT**

\_\_\_\_\_  
**Signature** **Date**

\_\_\_\_\_  
**Signature** **Date**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

**EXHIBIT A**  
**PERSONAL/PROFESSIONAL SERVICES CONTRACT**  
Contract #                     

**II. STATEMENT OF WORK**

Contractor shall

**CONSIDERATION**

- a. Payment for all work performed under this Contract shall be subject to the provisions of OAR 580-061-0050 and shall not exceed the total maximum sum of \$                    . Invoices may be submitted to the OIT Representative at:
- b. Unless otherwise specified, Contractor shall submit monthly invoices for work performed. Payments shall be made to Contractor following OIT's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and OIT will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the amendment.
- c. Invoices **shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed.** The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Travel and Other Expenses. Travel expenses are reimbursable in accordance with the OIT Contractor Travel Reimbursement Policy, attached in Exhibit D.

**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 OIT 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 OIT  Not required by OIT.**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than  \$200,000,  ~~\$500,000~~, or  \$2,000,000 for each claim, incident or occurrence, with an annual aggregate limit of \$ . 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 OIT  Not required by OIT.**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the State of Oregon, OIT, the State Board of Higher Education and their divisions, officers, and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Contract.

**4.  Required by OIT  Not required by OIT.**

**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 State of Oregon, acting by and through the State Board of Higher Education, on behalf of the Oregon Institute of Technology, its officers and employees as additional insureds with respect to the work of this Contract. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. 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 OIT at the following address: OIT Purchasing and Contract Office, 27500 SW Parkway Ave., Wilsonville, OR 97070.

**EXHIBIT C**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**  
(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

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

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

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT D**  
**OIT Contractor Travel Reimbursement Policy**  
**Rates Effective May 1, 2012**

| Category   | Rate Summary  | Policy   |
|--|---|--|
| <b>Instate Travel:</b><br><br>Meal per diem \$52<br>B = \$13.00<br>L = \$13.00<br>D = \$26.00  | All Oregon Cities<br>Meals           \$52.00<br>Lodging*       \$111.00<br>*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><br><br><b>High</b> meal per diem \$65<br>B = \$16.25<br>L = \$16.25<br>D = \$32.50<br><br><b>Low</b> meal per diem \$52<br>B = \$13.00<br>L = \$13.00<br>D = \$26.00 | <b>High:</b> See list of High Cost Cities<br>Meals           \$65.00<br>Lodging*       \$177.00<br>* <b>Actual up to rate</b><br><br><b>Low:</b> All other cities, Continental US<br>Meals           \$52.00<br>Lodging *       \$111.00<br>*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> (see <a href="http://www.ous.edu/cont-div/fasom/sec11/sec1104.php">http://www.ous.edu/cont-div/fasom/sec11/sec1104.php</a> for listing of High Cost Localities).</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 OIT 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>  | \$0.555 per mile.   | <ul style="list-style-type: none"> <li>• Mileage can be calculated one of 3 ways:<br/> 1) Mileage Chart (see Excel file)<br/> 2) Actual mileage (from the odometer)<br/> 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><br><br>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 \$75 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 per item.

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

*Travel reimbursement rates may periodically change. Contractor shall be responsible for ensuring that travel reimbursement requests are in accordance with the rates in effect at the time the expense was incurred. The current travel reimbursement rates may be found at [http://www.ous.edu/cont-div/cobpp/28.05\\_contractortravel.php](http://www.ous.edu/cont-div/cobpp/28.05_contractortravel.php).*

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