



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 112	Wilsonville, OR 97070
Klamath Falls, OR 97601	

REQUEST FOR QUOTES (RFQ) #2013-22

Issue Date: October 24, 2013

Project Name:	Water Based Fire Protection Systems Inspection, Testing, and Maintenance (Klamath Falls and Wilsonville Oregon Campuses)		
BID Due Date/Time:	Friday, November 8, 2013, 1:00 PM		
Mandatory Klamath Falls Walkthrough:	Tuesday, November 5, 2013, 1:00 PM		
Mandatory Wilsonville Walkthrough:	Wednesday, November 6, 2013, 1:00 PM		
Project Coordinator:	Ken Kiest	Phone:	541-885-1225
		Email:	Ken.Kiest@oit.edu
Contract Coordinator:	George Marlton	Phone:	503-821-1277
		Email:	George.Marlton@oit.edu

SUBMIT QUOTES VIA EMAIL TO PURCHASING@OIT.EDU OR MAIL/HAND DELIVERY TO THE ABOVE WILSONVILLE ADDRESS TO GEORGE MARLTON

PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE "RFQ #2013-22" IN THE SUBJECT LINE

1. ANNOUNCEMENT AND SPECIAL INFORMATION

Quoters are required to read and understand and comply with all information contained within this 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.

It will be the responsibility of potential Quoters to refer daily to the OUS Procurement Gateway website (<https://secure.ous.edu/bid/>) to check for any available addenda, response to clarifying questions, cancellations or other information pertaining to this Request for Quotes.

A **Mandatory Pre-Bid Conference** will be conducted on:

- **Klamath Falls Campus - November 5, 2013 at 1:00 PM in the Sunset Conference Room of the College Union located at 3201 Campus Drive, Klamath Falls, OR 97601.**
- **Wilsonville Campus – November 6, 2013 at 1:00 PM in Conference Room #225, 27500 SW Parkway Ave., Wilsonville, OR 97070.**

Attendance will be documented through a sign-in sheet prepared by the Oregon Tech representative. Prime bidders who arrive more than 5 minutes after start of the time of the meeting (as stated in this solicitation and by the Oregon Tech’s representative’s watch) or after the discussion portion of the meeting (whichever comes first) shall not be permitted to sign in and will not be permitted to submit a bid on the project.

2. SCOPE

Oregon Institute of Technology is a traditional four-year polytechnic university with main campuses located in Klamath Falls and Wilsonville Oregon. In Klamath Falls, the university owns and operates its own domestic water system. This domestic water system also supplies fire protection to approximately 14 campus structures. In Wilsonville, the university owns one 4-story building that is connected to the city water supply for its domestic and fire protection needs.

The purpose of this RFQ is to secure annual contract pricing for inspection, testing, and repair of Water Based Fire Protection Systems including sprinklers, standpipes, valves, backflow devices, hydrants, and all other devices associated with the water based fire protection systems at both Oregon Tech campuses.

The resulting contract will be for a 5 year period.

Other RFQ Scope items include:

- Contractor shall provide all labor, supervision, parts, tools, equipment, transportation, and all effort necessary to perform said services.
- All work shall be performed in accordance with the most recent versions of the National Fire Protection Association (NFPA 25), Underwriters Laboratories, Inc. and the National Electric Code.
- Contractor shall provide uniforms and ID badges for all employees working on Oregon Tech property. No employee of the Contractor will be allowed on Oregon Tech properties out of uniform or without an ID badge.
- Inspection, testing, and service tagging of wet and dry standpipe systems, hose connections, and pressure reducing valves shall be in accordance with NFPA 25 Standards and Oregon Tech policies and procedures.
- Testing and maintenance of fire hydrants and post indicator valves shall be performed in accordance with NFPA 25 Standards.
- Monthly sprinkler system inspections as required by NFPA 25 are not part of this RFQ. These tasks will be completed by Oregon Tech personnel.
- A record of each inspection, test, or service shall be maintained as specified in NFPA Standards and local, State, or Federal statutes. A copy of the inspection, test, or service report shall be reviewed with the Oregon Tech contract administrator within one week of the inspection, test or service.
- All work shall be performed on a scheduled and systematic basis, with the intention of causing the least amount of disruption to academic schedules and student residence hall tenants. In all cases, all equipment shall be maintained to manufacturer's specifications, kept in proper working order and in compliance with all applicable codes, at all times.
- Contractor shall notify the Oregon Tech contract administrator within 24 hours of any repairs required as a result of the inspection and test.
- Once approved by the Oregon Tech contract administrator, all repairs required as a result of an inspection, and if required, correction of a new problem shall be performed/completed in a timely manner within 7 to 10 business days of the inspection. Contractor to provide a detailed breakdown of time and material costs for repairs. All service calls are to be scheduled with the Oregon Tech contract administrator and all service call tickets shall be signed, dated and submitted with invoices. Impairment of any system by contractor requires that contractor fully complies with Oregon Tech System Impairment Policy and Procedures.
- The contractor is to provide twenty-four hour emergency service, including but not limited to calls necessitated by weather, system malfunction, or acts of vandalism.
- Contractor is expected to include a table itemizing hourly repair and service call rates (both scheduled and emergency) in RFQ response.
- Oregon Tech reserves the right to award multiple contracts to more than one Contractor at Oregon Tech's sole discretion.

3. Quote

Quotes should be short and concise with the following information:

- Separate information tables for each campus (Klamath Falls and Wilsonville) that list pricing and proposed inspection schedules for each campus building.
- The number of years the bidder has been performing fire suppression and life safety system testing and preventative maintenance services, including sprinkler and standpipe wet/dry systems, valves, and other related devices associated with sprinkler and standpipe systems.
- Names of the bidder's employees responsible for the execution of this contract, their function, title, education, certifications, and the number of years of fire and life safety experience.
- Location of bidder's office responsible for managing this contract including phone number and e-mail address.
- Name(s) and phone number(s) of management personnel to be contacted if problems or emergencies occur.
- Name of individual who can be contacted at all times for service or if the University requests information.
- A list of Oregon state agencies, Higher Education Institutions, private sector institutions, industries and commercial buildings now under contract with the bidding firm. Include the length of time each contract has been in force and name/contact information of the person Oregon Tech can contact for reference.
- Any additional information that OIT should take into consideration for the project or qualifications.

4. Evaluation

Quotes will be evaluated based on subjective factors including, but not limited to: Company experience, staff experience, price, schedules, references, and quality of quote submitted.

**OREGON INSTITUTE OF TECHNOLOGY
CERTIFICATIONS
RFQ #2013-22**

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 (<https://secure.ous.edu/bid/>) 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 Goods and 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 Goods and 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
GOODS AND SERVICES CONTRACT
#G-

This Contract is between the State of Oregon, acting by and through its State Board of Higher Education, on behalf of the Oregon Institute of Technology, hereafter called "OIT" and _____, hereafter called "Contractor." Together, OIT and the Contractor are referred to as the "Parties" in this Agreement, and individually a "Party"). OIT's supervising representative for this Contract is _____.

WHEREAS, the OIT and Contractor desire that Contractor provide the goods and/or services as more particularly described in the "Statement of Work" section of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on _____. However, such expiration shall not extinguish or prejudice 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 _____. *Contractor agrees that it and its employees will comply with the Oregon Tech Tobacco-Free Campus Policy.*
- 3. Consideration:** Subject to the provisions of ORS 293.462, 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 interm payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements contained in this Contract. Invoices may be submitted to OIT at: _____.
 - A.** If this box is checked, Contractor is authorized to request reimbursement of its travel related expenses in accordance with the OIT Contractor Reimbursement Policy as outlined in Exhibit C. Travel expense reimbursement is not in addition to the above indicated contract not to exceed amount.
- 4. Terms and Conditions.** The terms and conditions of this Contract are contained on the following page titled "General Contract Provisions."
- 5. Notices.** Notices to OIT shall be directed and mailed as follows: Purchasing and Contract Services, 27500 SW Parkway Ave., Wilsonville, OR 97070.
- 6. Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Goods & Services Contract, Exhibits A (Schedule of Fees), and Exhibit B (Insurance Requirements)

7. Contractor Data.

Name (tax filing):

Address:

Phone No.:

Email:

MWESB Certification #: _____

DBE **MBE** **WBE** **ESB**

Citizenship, if applicable: Non-resident alien __YES __NO

Business Designation: (Check one):

Corporation Partnership Limited Partnership Limited Liability Partnership
 Sole Proprietorship Governmental/Non-Profit Limited Liability Company

GENERAL CONTRACT PROVISIONS

- 1. Compliance with Applicable Law:** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements or 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 659.425, 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.
- 2. Disclosure of Tax ID or Social Security Number:** Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. The number is requested pursuant to ORS 305.385 and OAR 150-305-100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws. If required, this information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31% backup withholding.
- 3. Insurance:** Contractor shall provide insurance as indicated on Exhibit B, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon, the State Board of Higher Education, the Oregon Institute of Technology and their officers and employees shall be included as an additional insureds in said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months.
- 4. 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, the Oregon Institute of Technology 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, 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 Oregon 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, is not adequately defending its interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

5. **Failure to Perform:** If Contractor fails to perform any material obligation under this Contract, and thirty (30) calendar days after receipt of written notice describing with reasonable particularity the character of the default, Contractor has not cured the failure, OIT may withhold or recoup all moneys due and payable to Contractor under this Contract which relate to the non-performance, without penalty, until such failure to perform is cured or finally adjudicated. This remedy shall be in addition to, and cumulative of, any other remedy available to OIT, and the exercise of this remedy by OIT shall not prejudice or impair the availability to OIT of any other remedy at law or in equity for breach of this Contract.
6. **Remedies:** (a) In the event of termination 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 the OIT, less previous amounts paid and any claim(s) which the 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 upon demand. (b) In the event of termination, OIT shall have any remedy available to it in law or equity. (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 been completed. Upon termination, all cash and securities held in the account shall be delivered by the Contractor to the OIT or in accordance with the OIT's written instruction. Any fees remaining outstanding and balances owing to the Contractor may be withheld from the assets delivered to the OIT or under the OIT's direction.
7. **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 other party. (b) In addition, the 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, 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 terminated by OIT for default (including breach of Contract) if (i) Contractor fails to provide services 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 failures within ten business days.
8. **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. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
 - a. **Performance Warranty.** Contractor warrants that the goods provided to OIT shall consistently perform according to the performance characteristics described in the Statement of Work.

- b. **Service Warranty.** Contractor warrants that the services provided herein to OIT, if any, will be performed in a workmanlike manner and in accordance with usual industrial standards. Contractor's liability and OIT's remedy under this services warranty are limited to Contractor's correction of such services, provided that written notice of such alleged defective services shall have been given by OIT to Contractor. OIT agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty.
9. **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.
10. **Foreign Contractor:** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
11. **Taxes - Federal State and Local:** OIT will not be responsible for any taxes coming due as a result of this Contract, whether federal, state or local. It is agreed that Contractor has anticipated these taxes and included them in the response.
12. **Non-Appropriation:** Contractor understands and agrees that OIT's payment of amounts under this Contract is contingent on OIT receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OIT, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.
13. **Independent Status of Contractor:** The parties will be acting in their individual capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
14. **Waiver:** Failure of OIT to enforce any provision of the Contract shall not constitute a waiver or relinquishment by OIT of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.
15. **Successors in Interest:** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.
16. **Severability:** If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
17. **Access to Records:** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of the Contract. The OIT, the 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. Such books and records shall be maintained by Contractor 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 this Contract and for any commitments or expenditures in excess of amounts authorized by OIT.

- 18. 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
- 19. Force Majeure:** Neither OIT nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, terror, or war where such cause was beyond, respectively, 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.
- 20. Assignment/ Subcontracting:** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of OIT. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee or subcontractor shall be considered the agent of the Contractor and bound to perform in accordance with these Contract documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.
- 21. Execution and Counterparts:** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- 22. Tax Certification:** Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge Contractor is not in violation of any of the tax laws described in ORS 305.380(4), which include a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.
- 23. Captions:** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 24. Delivery:** All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in the solicitation documents. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to OIT except as to latent defects, fraud and Contractor's warranty obligations.
- 25. Inspections:** Goods and services furnished under this Contract will be subject to inspection and test by OIT at times and places determined by OIT. If OIT finds goods and services furnished to be incomplete or not in compliance with the Contract, OIT, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to OIT at a reduced price, whichever OIT deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OIT, OIT may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit OIT'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
- 26. Survival:** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Section 1 of the main Contract entitled "Effective

Date and Duration”, and then Section 4 “Indemnity, Responsibility for Damages, Section 8 “Representations and Warranties”, Section 17 “Access to Records”, Section 18 “Governing Law”, and this Section 26 “Survival” of the General Contract Provisions of the Contract.

27. Notices: All notices required under this Contract shall be delivered by certified first class mail, postage prepaid, if to Contractor, at the location specified in Paragraph 7 of Section 1 of the main Contract, and, if to OIT to Procurement and Contract Services, 27500 SW Parkway Ave., Wilsonville, OR 97070.

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

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

CONTRACTOR, OIT AND OTHER 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 – SCHEDULE OF FEES

Description	Cost
	\$
	\$
	\$
Total	\$

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 \$1,000,000 for each claim, incident or occurrence. 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 claim, incident or occurrence and \$2,000,000 aggregate 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.