

**REQUEST FOR PROPOSALS (RFP)
FOR**

**Science Fume Hoods
(RFP 2014-0107)**

**ATTENTION POTENTIAL
PROPOSERS!!**

IMPORTANT NOTICE

Responsibility of Each Vendor Participating in the Bidding Process

It will be the responsibility of each participating Vendor to refer daily to the OUS Business Opportunities website (<https://secure.ous.edu/bid/>) to check for any available amendments or addenda, responses to inquiries and/or questions, cancellations, or intents to award, and any and all additional information regarding this opportunity that is posted. It is not Southern Oregon University's responsibility to notify participating Vendors by email or by any other means of any of the above.

All proposal questions and inquiries must be sent by email to <mailto:soubid@sou.edu>. **The subject line of the email must state the following: RFP #2014-0107 Science Fume Hoods.** Any questions and inquiries that are not so submitted and identified will not be responded to.

Emerging Small Businesses and Minority and Women Owned Businesses

SOU is committed to increasing opportunities for Emerging Small Businesses and Minority and Women Owned Businesses, and SOU strongly encourages its contractors to use these businesses in providing services and materials for SOU contracts and projects.

Prevailing Wages Required

Oregon Bureau of Labor and Industries (BOLI) Prevailing Wage Rates are applicable to the installation phase of this Project. The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870 relative to Prevailing Wage Rates. Workers shall be paid the applicable rates per the January 1, 2014 BOLI Prevailing Wage Rate schedule http://www.oregon.gov/BOLI/WHI/PWR/Pages/pwr_state.aspx. If a contractor fails to pay for labor or services, SOU can pay and withhold these amounts from payments due the Contractor (ORS 279C.5.15). The Contractor and their subcontractors shall provide a written schedule to employees showing the number of hours per day and days per week the employee may be required to work (ORS 279C.520). The Contractor and their subcontractors must promptly pay for any medical services they have agreed to pay (ORS 279C.530). Every contractor or subcontractor working on the site must file a public works bond with the Construction Contractors Board (CCB) prior to starting work, unless exempt.

SOU promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.

RFP Data

Commodity Title: Science Fume Hoods
Buyer: State Board of Higher Education acting by and through
Southern Oregon University (SOU)
Solicitation Officer: Jim McNamara
Phone/Fax: (541) 552-6888
Email: <mailto:soubid@sou.edu>
Date Issued: January 7, 2014

RFP Proposal Deadline for Receipt by SOU Facilities Management & Planning Office

Day/Date: January 23, 2014
Time: 4:00 p.m., local time
Email address: <mailto:soubid@sou.edu>
Location/Address: SOU Facilities Management and Planning
(hand deliver proposals here) 351 Walker Avenue
Ashland, OR 97220

Overview

State Board of Higher Education acting by and through Southern Oregon University (SOU), is seeking proposals to furnish and install thirty-nine (39) Science Fume Hoods. The Fume Hoods will be delivered and installed in two separate packages in two different buildings on the SOU campus. Fifteen (15) of the Fume Hoods designated as "immediate delivery" in the attached schedule (Attachment B) will be delivered and installed in the Cascade Science facility on approximately March 20, 2014. The remaining twenty-four (24) fume hoods will be delivered and installed in the Science Building in May, 2015 (approximate). The exact delivery dates shall be coordinated with SOU after award.

This RFP represents SOU's good faith effort to detail our specifications and requirements for the Fume Hoods that will best meet SOU's needs at the best value to SOU. While price certainly will be one of the factors considered, other equally important criteria as detailed herein will also be included in the overall evaluation of responses to this RFP.

Contract Term

The term for the contract awarded pursuant to this solicitation shall be for a period effective from the date of contract execution and extending until completion of the Scope of Work as detailed herein. SOU, at its sole discretion, may choose to amend any ensuing contract for additional work.

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SCHEDULE OF EVENTS

These dates are for reference only; we may change these dates at our discretion. We will notify you if any schedule dates change. Any changes to schedule dates will be posted on the OUS website: <https://secure.ous.edu/bid/>

Issue RFP to potential proposers	January 8, 2014
Deadline for proposer inquiries, request for changes or protest of specifications	January 14, 2014
Deadline for SOU to respond to proposal inquiries and/or protest of RFP specifications and/or contract terms and conditions	January 15, 2014
Proposals due*	January 23, 2014
Evaluation period, ending	January 27, 2014
Anticipated notice of intent to award	January 27, 2014
Deadline to protest award	Seven (7) calendar days after date of intent to award
Anticipated Installation date for Package #1 (Cascade) Hoods	April 7, 2014
Anticipated Installation date for Package #2 (Science) Hoods	May, 2015

*** Proposals must be received by SOU Facilities Management & Planning no later than 4:00 p.m. PST (Pacific Standard Time) on this date.**

SECTION 1: INSTRUCTIONS TO PROPOSERS

All Proposals submitted in response to this RFP are subject to the provisions and requirements of the applicable Oregon Revised Statutes (ORS), the applicable Attorney General's Model Public Contract Rules and the Administrative Rules of the Oregon University System.

1. **Right to Reject:** SOU reserves the right to cancel or reject this procurement, RFP, and any or all Proposals received as a result of this RFP upon finding that it is in the public interest to do so.
2. **Preparation Costs:** SOU shall not be liable for any costs incurred by proposers in the preparation of proposals to this RFP, including any meetings, demonstrations or travel costs that may be required or requested.
3. **Questions or Requests for Clarification/Change:** All requests for changes or clarifications regarding technical information, procedural requirements, contractual requirements or other issues must be submitted, in writing, and received no later than the date and time listed in the Schedule of Events to the name and address listed on the cover page of this RFP. Proposers must note that SOU is not allowed to consider exceptions to the specifications or terms and conditions after the deadline for which to do so has passed. If you have an exception or a concern with anything in this RFP, you must raise that issue, in writing, which must be received by the deadline date for Requests for Changes, listed in the Schedule of Events.

SOU reserves the right to reject proposals from respondents that raise any objections to the terms and conditions of this RFP after the deadline date for requests for changes. Proposers' proposed agreements, including proposed supplemental terms and conditions may be considered by SOU in its sole discretion, pursuant to paragraphs 16below.

SOU will consider all protests and requested changes and, if reasonable and appropriate, amend this RFP.

Envelopes or emails or faxes containing requests for change or protest of RFP requirements or contract provisions shall be marked as follows:

- RFP Specification (or Contract Provisions) being questioned;
- Request for Change (or Protest);
- RFP Document Number; and,
- Date Submitted.

Instructions for emailed responses are provided on page one of this document.

4. **Submittal Location:** Requests for RFP specification or contract provision change, protest or clarification must be submitted to the following email address: <mailto:soubid@sou.edu> or by mail or hand delivery to SOU Facilities, 351 Walker Avenue, Ashland, OR 97520. Any such requests sent to anyone but this address will not be considered. Such requests may be submitted via facsimile or email, or first class mail, provided the method of transmission provides for a return receipt to sender.
5. **Change or Modification Addenda(s):** Any change or clarification to the specifications or the procurement process or to the terms and conditions of the contract will be issued in the form of an Addendum to this RFP and will be made available to all proposers. Only documents issued as addenda by the SOU Facilities office will serve to change this RFP in any way. No other direction received by the proposer, written or oral serves to change this RFP document.

Proposers are not required to return addenda with their RFP proposal. However, proposers are responsible for making themselves aware of and obtaining and incorporating any changes made in any addenda issued into their final proposal. Failure to do so may cause the proposer's proposal to be rejected.

6. **Proposal Preparation and Submission:** Proposals to the RFP shall be of detail to demonstrate that the proposer has a thorough understanding of the project and the SOU environment. Proposals may be emailed to <mailto:soubid@sou.edu>, mailed or hand delivered to the SOU Facilities office at the address listed in this RFP.

Minimum Proposal Requirements:

- a. **Submit Proposal on company letterhead, signed by an officer authorized to commit the company.**
- b. **Include a detailed list of materials to be provided.**
- c. **Include catalog cut sheets for major components to be provided.**
- d. **Break out the pricing for the Package #1 (Cascade) and Package #2 (Science Building).**
- e. **Submit an installation plan for the on-site work. Indicate whether installation crews will be company employees or subcontractors, and where the installers are based. State whether or not any of the installation work under this contract will be performed by Emerging Small Businesses, Minority or Women Owned Businesses.**
- f. **Provide warranty information on proposed products and installation workmanship.**
- g. **Provide a signed Proposal Certification statement (Attachment A).**
- h. **Provide (3) Owner references for equivalent equipment installed in comparable facilities within the last 5 years.**
- i. **State your company's minimum lead time (# of weeks from approved submittal to delivery on site) for the Package #1 Cascade fume hoods.**

Proposals must be received due date and time listed in the Schedule of Events of this RFP. **Late Proposals or modifications will be rejected.**

7. **Public Records:** This RFP and one copy of each Proposal received, together with copies of all documents pertaining to the Award of a Contract, shall be kept by SOU and shall be open to public inspection. If a proposal contains any information that is considered a trade

secret by the proposer under ORS 192.501(2), each sheet of such information must be clearly marked with the following:

"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

The Oregon Public Records Law, ORS 192.501(2), exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies "unless the public interest requires disclosure in the particular instance." Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

Pricing information cannot be labeled a trade secret and must be open to public inspection. Proposers are requested to mark only specific pages or text in their proposal considered a "trade secret" under Public Records Law. Proposals in which the entire document is marked or otherwise identified in its entirety as confidential or a "trade secret" will be rejected.

8. **Information Submitted:** Proposers are cautioned that it is the proposer's sole responsibility to submit all information required, and that SOU is under no obligation to solicit such information if it is not included within the proposal. Failure by the proposer to submit such information may cause an adverse impact on the evaluation of the proposal, including rejection of the proposal as non-responsive.
9. **Evaluation Criteria:** Any contract(s) resulting from this RFP will be awarded based upon the evaluation criteria and methodology given in this RFP and in accordance with the Oregon University System, SOU, and State of Oregon administrative purchasing rules and laws. The specific evaluation criteria to be used for this RFP is located in "Section 3: Evaluation Criteria" on page 9 of this RFP.
10. **The Evaluation Process:** All proposals received by the due time and date will be reviewed by an evaluation committee. Proposals which are not received by the deadline will not be reviewed by the evaluation committee. This committee will determine the extent to which the proposals conform to the specifications set forth herein and will be evaluated according to criteria identified in this RFP. The following process will be used:
 - a. Proposals will be evaluated for completeness and compliance with the requirements of this RFP. SOU reserves the right to reject those proposals that are incomplete. SOU also reserves the right to waive what are, in SOU's judgment, minor informalities or discrepancies. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual and technical requirements of the RFP. If the proposal is unclear, proposers may be asked to provide written clarification if it is in the best interest of SOU to do so. SOU reserves the right to reject those proposals that do not meet all requirements.
 - b. The selection of the "finalist" proposer will be determined by the evaluation committee independently scoring the proposals and then combining the scores and pricing information to determine the overall proposal score.

- c. The findings of the evaluation team will be summarized and the summary and award recommendation will be forwarded to the SOU Facilities office.
 - d. The SOU Facilities office will review the recommendation and approve or reject the evaluation team's selection.
11. **Investigation of References:** SOU reserve the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of suppliers, sub-contractors, and workers. SOU may postpone the award or execution of the contract before or after Notice of Intent to Award to complete its investigation. SOU reserves the right to reject any proposal or to reject all proposals at any time prior to SOU's execution of a contract in the event proposer's reference checks prove unsatisfactory.
12. **Consideration of Past Performance:** SOU reserves the right to consider past performance, historical information and fact, whether gained from the proposer's proposal, question and answer conference, references, or any other source in the evaluation process.
13. **Reservation of Rights:** SOU has and reserves the right to refuse to enter into a contract if SOU, based upon reasonable grounds, determines that the interests of SOU would not be served. Specifically, this right may be exercised if SOU does not believe that a given proposer can perform a contract, or for any reason set forth in Oregon Administrative Rules. SOU, at its option, may give the proposer notice, specifying the grounds for rejection, and allow the proposer (7) calendar days to respond in writing.

Following such response, SOU, in its sole discretion may reject the proposal as provided in the referenced administrative rules.

14. **Post-Selection Review & Finalists:** Unless this RFP is canceled, after SOU opens all timely-received Proposals, SOU will evaluate all proposals in accordance with the evaluation criteria set forth in this RFP. SOU may rank the proposals to determine the "finalist" proposers. Finalists will be those highest-ranked responsive, responsible proposers after evaluation of the proposals according to the evaluation and selection criteria in the RFP, and applicable statutes and administrative rules.

SOU reserves the right to select the proposal based on the evaluation criteria and scores identified in the RFP. In the event that finalist proposal(s) do vary significantly, SOU reserves the right to conduct discussions with the finalist proposer(s), to accept best and final offers from those finalist(s), and to negotiate changes.

After receiving the evaluation summary, the SOU Facilities Office will the apparent successful proposer and announce its Intent-to-Award. Identification of the "apparent successful proposer" is procedural only and creates no right in the named proposer to award of the contract. All competing proposers shall be notified in writing of SOU's Intent-to-Award and the identity of the apparent successful proposer and shall be given seven (7) calendar days to review the RFP file and evaluation report in the SOU Facilities office. Any questions or concerns about, or protests of, the evaluation process must be in writing and must be delivered to and received by the SOU Facilities office within seven (7) calendar days after the date of the letter of Intent-to-Award identifying

the apparent successful proposer(s).

Within a reasonable time following the end of this seven (7) day protest period, SOU will consider all protests received, if any, and:

- a. reject all protests and proceed with final evaluation of the apparent successful proposer(s) and, pending the satisfactory outcome of this final evaluation, enter into a contract with the apparent successful proposer or proposers; OR
 - b. sustain a meritorious protest(s) and reject the apparent successful proposer(s) as non-responsive, if such proposer(s) is unable to demonstrate that its proposal(s) complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, SOU may name a new apparent successful proposer or proposers; OR
 - c. reject all proposals and cancel the procurement.
15. **Best and Final Offer:** Pursuant to OAR 580-061-0155, SOU reserves the right to select the vendor that, in the collective opinion of the evaluation committee, offers the best overall benefit, convenience, functionality and service at the best-value cost to SOU. SOU reserves the right to conduct discussions with the finalist proposers, to accept best and final offers from those finalists, and to negotiate changes, if it's in SOU's best interest to do so.
16. **Negotiation of Final Contract:** SOU has found that limited negotiation of the proposed contract is sometimes required to effect a successful procurement because of their experience that proposers may desire to include in the final contract certain supplemental terms and conditions from the proposers' such as software license agreements, maintenance contracts, technical support agreements and other similar documents. Such negotiation may occur at SOU's discretion.

SECTION 2: SCOPE OF WORK

Furnish and install Fume Hoods as specified in the technical specifications and schedule (Attachment B) and per the requirements of this RFP. Installation work includes fume hood set-up only. Final electrical, plumbing and exhaust connections are by others.

Fume Hoods will be delivered and installed in two phases:

1. Package #1 = 15 hoods at Cascade Science (installation approximately April 7, 2013).
2. Package #2 = 24 hoods at Science Building (installation approximately May, 2015).

Final installation dates will be coordinated with the successful Proposer and the General Contractors at the two sites.

Fume hood installation labor is subject to Oregon Bureau of Labor and Industries (BOLI) prevailing wage rates and reporting requirements.

SECTION 3: EVALUATION CRITERIA

Mandatory Requirements: Only those proposals meeting the Minimum Submittal Requirements will be deemed responsive to this RFP. Those proposals which have been deemed responsive will be evaluated by the following project components, listed in order of importance:

Criteria	Details	Points
Price	Lowest price proposal will receive the maximum points	70
Lead Time	Availability of Package #1 Cascade hoods	10
Warranty	Warranty coverage	10
Installation Work Plan	I	10

Total Points = 100 Points

The response meeting the Mandatory Requirements with the greatest point value total will be awarded the contract.

ATTACHMENT A

PROPOSER CERTIFICATION

EACH PROPOSER MUST READ AND COMPLY WITH THE FOLLOWING SECTIONS. FAILURE TO DO SO MAY RESULT IN PROPOSAL REJECTION.

SUBSECTION I: CERTIFICATION OF COMPLIANCE WITH TAX LAWS

As required by ORS 305.385(6), I, the undersigned duly authorized representative of the proposer, hereby certify under penalty of perjury that the proposer is not, to the best of my knowledge, in violation of any of the tax laws described in ORS 305.380(4).

SUBSECTION II: FINANCIAL RESPONSIBILITY

SOU reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the apparent successful proposer's financial responsibility to perform the contract. Submission of a signed proposal shall constitute approval for SOU to obtain any credit report information SOU deems necessary to conduct the evaluation. SOU shall notify the apparent successful proposer(s), in writing, of any other documentation required, which may include, but need not be limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information, etc. Failure to promptly provide this information may result in proposal rejection.

SOU may postpone the award or execution of the contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of an apparent successful proposer to demonstrate financial responsibility, as required under OAR 580-040-0275 shall render the proposer non-responsible and shall constitute grounds for proposal rejection, as required under OAR 580-040-0275.

The undersigned agrees and certifies that he/she:

1. Has read and understands all bid (proposal) instructions, specifications, and terms and conditions contained herein (including any attachments listed in this document);
2. Is an authorized representative of the proposer, that the information provided in this proposal is true and accurate, and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination;
3. Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein;
4. Will furnish the designated item (s) and/or service(s) in accordance with the RFP, proposal and the agreement; and
5. Proposer will provide/furnish federal tax ID, federal employee identification number or social security number with proposal submission.

SUBSECTION III: SIGNATURE BLOCK

Signature of Proposer's duly authorized representative for (Contractor)

Printed Name and Title: _____

Date: _____

Tax ID / Federal Employer Identification Number (FEIN): _____

An authorized representative of the Proposer must sign this Proposal as well as initial any alterations or erasures in ink.

ATTACHMENT B - TECHNICAL SPECIFICATIONS & HOOD SCHEDULE

SECTION 11 53 13

LABORATORY FUME HOODS

PART 1 - GENERAL

1.01 SCOPE

- A. Provide laboratory fume hoods and base cabinets as described below:
 - 1. Fume hoods with work surfaces, mechanical/electrical fittings, sinks, base cabinets, filler panels, and miscellaneous items.
 - 2. Delivery to project site.
 - 3. Assembly at project site.
 - 4. Field testing.

1.02 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM) D522.
- B. National Fire Protection Association (NFPA) 30 and 45.
- C. Scientific Equipment and Furniture Association (SEFA) Standard 1.2 "Laboratory Fume Hood Recommended Practices".
- D. Scientific Equipment and Furniture Association (SEFA) Standard 7 "Hospital and Laboratory Fixtures".
- E. American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. (ASHRAE) Standard 110, "Method of Testing Performance of Laboratory Fume Hoods".
- F. ANSI Z9.5-2003 American National Standard for Laboratory Ventilation.

1.03 SUBMITTALS

- A. Materials List and Product Data: Submit complete materials list, including manufacturer's brochures and catalog data of materials, equipment, and products for Work specified in this Section.
- B. Test reports:
 - 1. Submit documentation of 'as-manufactured' test results of factory assembled units in accordance with ASHRAE 110, achieving a performance rating of .05 ppm or better with a 4.0 Lpm trace gas release rate. Provide certification that each type of hood has passed Flow Visualization and Face Velocity tests.
 - 2. Sound Levels: provide certification of compliance with criteria for maximum allowable sound generation.
 - 3. Field tests: Provide report documenting field tests in accordance with SEFA 1.2 Section 7 for each hood installed.
- C. Shop Drawings: Submit shop drawings showing sizes, included items, fastening methods, and mounting techniques. Indicate location and seismic resistance of backing material required for installation by other portions of the work. Furnish installation drawings indicating rough-ins for plumbing, wiring, piping, ventilating and service requirements, pre-piped components and prewired components. Provide face opening, air volume and static pressure drop data.

- D. Operations and Maintenance Manuals: Submit complete operating and maintenance manuals for each hood type and size that describe proper operating procedures, maintenance and replacement schedules, components parts list, and nearest local factory representative for components and emergency repairs.

1.04 QUALITY ASSURANCE

- A. Hoods when properly installed and connected to an exhaust fan of the proper capacity, shall contain and remove fumes, vapors, and particulates generated within the hood. The face velocity shall range from 60 to 120 fpm. The hood shall operate efficiently at any setting within the range of sash opening. Noise generated by functioning hood within 6" of the plane of the sash and by-pass openings in any position shall not exceed 60 dBA. Design shall be such that it will exhaust light or heavy gases efficiently under actual operating conditions. No reverse flows of air will be allowed along the sides, bottom or front of the hood. The sash shall operate smoothly and freely even when operated from one end of the sash and shall hold at any height.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver each item of equipment in manufacturer's packaging and crating with contents clearly identified and properly marked.
- B. Store and handle each item of equipment to prevent damage. Provide temporary skids under items weighing more than 150 pounds.

1.06 WARRANTY

- A. Furnish a written guarantee covering structural failure, warping, and finish integrity of materials and workmanship for a period of one year from the date of acceptance.

PART 2 - PRODUCTS

2.01 FUME HOODS

- A. General Fume Hood Requirements:
 - 1. Variable air volume restricted by-pass type, designed to operate safely at face velocities of between 60 fpm to 120 fpm.
 - 2. Steel construction with concealed fasteners. Prefinished exterior with color chosen from manufacturer's standards.
 - 3. Bench mounted, 6' and 4' lengths as scheduled, approximately 30" interior working depth, with manufacturer's standard end panels and back panels. Provide glass panels where indicated in schedule.
 - 4. Vertical sliding laminated glass sash, using counterweights and pulleys or sprockets with chains.
 - 5. Upper non sliding panel - if present - of fixed laminated glass.
 - 6. Interior liner panels: Corrosion resistant polyester or other resin, white color.
 - 7. Prewired for manufacturer's standard interior lighting and switching, with 1 or more 20 amp GFCI convenience outlets. Provide UL Label. Locate electrical junction box at top of hood. Provide switch for light.

8. Interior average illumination level of at least 80 footcandles.
9. Work surface: Manufacturer's standard epoxy resin panel, grey color, formed so as to provide a spill containment basin within the hood approximately 3/8" deep.
10. Pre-plumbed for liquid and gas utility supply connection points at top of hood. Provide specific utilities as scheduled.
11. Locate utility valve controls on face of hood with supply nozzles at adjacent sidewalls of hood. Provide various colored valve handles for various utility supplies in accordance with SEFA Recommended Practice #7.
12. Safety monitor and alarm system: Provide system hardwired into hood that monitors face velocity and provides visible and audible alarm if velocity drops below preset level. Provide display of face velocity, alarm silencing button, test circuit and reset.
13. Exhaust fan, exhaust and make-up air controls and ductwork are not included.
14. Coordinate controls and alarms with building HVAC VAV system controls contractor.
15. Provide all other components necessary for a complete and functional freestanding fume hood.

B. Movable fume hood requirements:

1. At hoods scheduled as movable, provide hoods mounted on powder coated steel frame with finish matching hood and with locking casters. Size frame so that work surface of hood will sit 34" from floor without cross bracing on one of the longer sides so as to provide wheelchair accessibility to hood. Terminate scheduled utilities with quick connect flexible piping and fittings at top of hood. Terminate power with twist lock patch cord at top of hood.

C. Acceptable Products, General and Movable Fume hoods:

1. Kewaunee 'High Performance LV05'.
2. Hamilton Scientific 'Concept'.
3. CiF Lab Solutions 'Apex-Air HP Series'.
4. Labconco 'XStream'.
5. Mott Manufacturing "RVF-2" or "Low Volume".
6. BMC "HP High performance" Series.

D. Acceptable Products, Full View Fume hoods:

1. Kewaunee 'Tru View'.
2. Labconco "Protector Classmate".
3. CiF Lab Solutions 'Apex-Air GP Series Teaching Fume Hood'.
4. Mott Manufacturing "Observation Bench" Fume Hood.

2.02 BASE CABINETS

- A. Standard Base Cabinets: Metal cabinets with doors designed to support fume hoods, manufacturer's standard steel construction, finish matching fume hoods. Size: height to support fume hood at 34" or 36" working surface level, as indicated on schedule and 36" length. Provide side filler panels where visible gap might otherwise be seen between back of cabinet and wall. Schedule Designation: SB.

- B. Base Cabinet with Drawers: Metal cabinets with drawers designed to support fume hoods, manufacturer's standard steel construction, finish matching fume hoods. Size: height to support fume hood at 34" or 36" working surface level as indicated on schedule, and 36" length with 6 18" wide box drawers and a filler panel at the top, all of equal height. Provide side filler panels where visible gap might otherwise be seen between back of cabinet and wall. Schedule Designation: DB.
- C. Vacuum Pump Cabinet: Metal cabinets designed to support fume hoods, manufacturer's standard steel construction, finish matching fume hoods. Size: height to support fume hood at 34" or 36" working surface level as indicated on schedule, and 36" length. Provide openings at rear of cabinet for duct connections and piping penetrations by HVAC contractor. Provide NEMA 5 20R receptacle mounted on inside of cabinet for connection by electrical contractor. Line interior of cabinet with acoustic insulation, product ABBC 13 by Acoustical Solutions. Schedule Designation: VB.
- D. Flammable Liquids Storage Base Cabinets: Metal cabinets designed to support fume hoods and meeting NFPA 30 requirements and UL listed for use storing flammable liquids. Size: height to support fume hood at 36" working surface level, and 36" length. Provide side filler panels where visible gap might otherwise be seen between back of cabinet and wall. Schedule Designation: FB.
- E: Corrosives Storage Cabinet: Metal cabinets designed to support fume hoods with non corrosive lining materials, ventilated and approved for storage of corrosive materials. Provide one piece corrosion resistant liner and panel on the backside of the door. Bottom of cabinet to contain a 1" lip for containment of spills. Provide corrosion resistant removable shelf and brackets. Vent cabinet with a minimum 1-1/2" I.D. corrosion resistant pipe at rear of cabinet terminating inside of fume hood 2" above the working surface. Pipe to be placed as close to rear of hood as possible. Seal opening between working surface and pipe liquid tight with chemical resistant material. Size: height to support fume hood at 36" working surface level, and 36" length. Provide side filler panels where visible gap might otherwise be seen between back of cabinet and wall. Schedule Designation: CB.

PART 3 - EXECUTION

3.01 GENERAL ASSEMBLY

- A. Deliver to site and assemble fume hoods and base cabinets in locations within rooms as indicated on Drawings or as directed by Owner. Set fume hoods on base cabinets. Owner will retain contractor to make utility and exhaust connections. Assist owner's contractor as required.

3.02 DELIVERY TIMING

- A. Deliver one set of hoods as indicated in schedule for immediate delivery, assembly and installation. Deliver and assemble remaining second set of hoods approximately one year thereafter. At time of installation of second set of hoods, disassemble first set of hoods and package for moving less than 1 mile by Owner to final location. After moving of hoods by Owner, re-assemble and reinstall hoods in new locations as indicated on Drawings or directed by Owner.

3.03 CLEANING

- A. After assembly clean materials in a manner acceptable to the Owner.

3.04 FIELD TESTING

- A. Field Test, with the SEFA 1.2 Section 7 Performance criteria, each hood after installation AND re-installation with hood and HVAC system balanced and operating normally in accordance with

drawings and specifications. Hood cross drafts shall be limited to less than 20% of face velocity. Field test in the presence of the Owner's representative.

1. In the event that the hood does not meet the Field Test criteria, vendor shall, at their own expense, perform the following:
 - a. Evaluate the supply and exhaust system design as installed.
 - b. Evaluate air balance report.
 - c. Identify hood performance problems.
 - d. Submit a written report for Owner's review, of recommended corrective measures to be undertaken.
 - e. Implement accepted corrective measures for hood manufacturer's product.
 - f. HVAC system corrective measures to be coordinated by Contractor and performed by respective Divisions.
2. Corrective measures shall not compromise the construction integrity of the hood. At the completion of the corrective measures, the manufacturer shall, at their own expense, if hood was determined to be primary cause of failure, re-test these hoods in the presence of the Owner's representative.
3. If the re-test fails due to hood causes, the manufacturer, shall at their own expense, make additional corrective measures to the hood. If the second re-test fails, the manufacturer shall remove the hood from the premises and replace with new hood and re-test.

3.05 TRAINING

- A. Provide 4 hours of instruction and hands-on training for Owner's staff in the operation, adjustment and maintenance of the hoods.

3.06 SCHEDULE

- A. See following page.

END OF SECTION

Fume Hood Schedule

Room	Hood ID	Length	Deck Ht	Movable	Full View	Left Side Utilities	Right Side Utilities	Cup sink	Left Base Cabinet	Right Base Cabinet	Immediate Delivery
218	218-A	6'	34"			LA.LG.LV	LA.LG.LV		OPEN	SB	Yes
	218-B	6'	36"			LA.LG.LV	LA.LG.LV		SB	SB	Yes
	218-C	6'	36"			LA.LG.LV	LA.LG.LV		SB	SB	Yes
220	220-A	6'	34"			LA.LG.LV	LA.LG.LV		OPEN	SB	Yes
	220-B	6'	36"			LA.LG.LV	LA.LG.LV		SB	SB	Yes
	220-C	6'	36"			LA.LG.LV	LA.LG.LV		SB	SB	Yes
222A	222-A	6'	36"				LV.LA		FB	CB	Yes
261	261-A	6'	34"			LA.LV.P	LA.LG.SG	Left Front	SB	OPEN	Yes
	261-B	6'	36"			LA.LV.LG.SG	LA.LV.P.	Left Front	SB	SB	
	261-C	6'	36"			LA.LV.LG.SG	LA.LV.P.	Left Front	SB	SB	
262	262-A	6'	34"			LA.LG.SG	LA.LG.P.	Rt Front	SB	OPEN	Yes
	262-B	6'	36"			LV.LG.LA.SG	LV.LA.P.	Left Front	SB	SB	
	262-C	6'	36"			LV.LG.LA.SG	LV.LA.P.	Left Front	SB	VB	
269	269-A	6'	36"			LV.	LA.		SB	SB	Yes
273	273-A	6'	36"			LV.LG.	LA.		OPEN	SB	Yes
	273-B	6'	36"				LA.LG.LV.		SB	SB	Yes
275	275-A	6'	36"		Yes	SG.LG.LA.LV .P.	SG.LG.LA.LV .P.	Rt Rear	DB	DB	
	275-B	6'	36"		Yes	SG.LG.LA.LV .P.	SG.LG.LA.LV .P.	Left Rear	DB	DB	
	275-C	6'	36"		Yes	SG.LG.LA.LV .P.	SG.LG.LA.LV .P.	Rt Rear	DB	DB	
	275-D	6'	36"		Yes	SG.LG.LA.LV .P.	SG.LG.LA.LV .P.	Left Rear	DB	DB	
	275-E	6'	36"		Yes	SG.LG.LA.LV .P.	SG.LG.LA.LV .P.	Left rear	DB	DB	
	275-F	6'	36"		Yes	SG.LG.LA.LV .P.	SG.LG.LA.LV .P.	Rt Rear	DB	DB	
	275-G	6'	36"		Yes	SG.LG.LA.LV .P.	SG.LG.LA.LV .P.	Rt Rear	DB	DB	
	275-H	6'	36"		Yes	SG.LG.LA.LV .P.	SG.LG.LA.LV .P.	Left Rear	DB	DB	
285	285-A	6'	34"			LV.LG.LA.	P.	Rt Front	VB	OPEN	Yes
362	362-A	6'	34"			LV.LA.			OPEN	SB	Yes
368	368-A	6'	36"			LG.LV.LA.			CB	CB	Yes
61	61-A	4'	34"	Yes		LA	LG.LV		OPEN	OPEN	
109	109-A	4'	34"	Yes		LA	LG.LV		OPEN	OPEN	
172	172-A	4'	34"	Yes			LA.LG.LV		OPEN	OPEN	
175	175-A	4'	34"	Yes		LA	LG.LV		OPEN	OPEN	
177	177-A	4'	34"	Yes					OPEN	OPEN	
217	217-A	4'	34"	Yes			P.	Left Front	OPEN	OPEN	
235	235-A	4'	34"	Yes			LA.LV.		OPEN	OPEN	
268	268-A	4'	34"	Yes		LV.LG.LA.			OPEN	OPEN	
275	275-I	4'	34"	Yes		SG.LG.LA.	LV.P.	Rt Front	OPEN	OPEN	
361	361-A	4'	34"	Yes		LV.	LG.LA.		OPEN	OPEN	
373	373-A	4'	34"	Yes		LV.LG.	LA.		OPEN	OPEN	
375	375-A	4'	34"	Yes		LV.LG.	LA.		OPEN	OPEN	

LG - Natural Gas
SG - Specialty gas

LV- Vacuum
LA- Compressed Air

P - Process Cooling Water Supply
For base cabinet designations see specifications

ATTACHMENT C

BUSINESS SERVICES - PROCUREMENT AND CONTRACTING

1250 Siskiyou Blvd, Ashland, Oregon 97520
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Department of Higher Education

Personal/Professional Services Contract
For Services Over \$25,000

This contract is between the State of Oregon, acting by and through its Department of Higher Education, on behalf of Southern Oregon University, hereafter called INSTITUTION and

_____, hereafter called CONTRACTOR.

Institution's supervising representative for this contract is _____.

1. Effective Date and Duration. This contract shall become effective on the date on which it has been signed by every party hereto and, in some instances may require approval of another State agency. Unless earlier terminated or extended, this contract shall expire on _____. However, such expiration shall not extinguish or prejudice Institution'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:

[Empty box for Statement of Work]

or Contractor's statement of work, including the delivery schedule for the work, contained in Exhibit A, attached hereto and by this reference made a part hereof.

3. Consideration.

- a) Institution agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$ _____ (Or the hourly rate of \$ _____) for accomplishing the work required by this contract. The maximum, not-to-exceed compensation payable to Contractor under this contract is \$ _____, not including any allowable expenses of \$ _____.
b) 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 page titled "Personal/Professional Services Contract-Standard Contract Provisions."

5. Travel and Other Expenses, Reimbursement of travel and other expenses is allowed only as provided in Exhibit A and only at State of Oregon travel reimbursement rates.

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: the Personal/Professional Services Contract, Exhibits A, B, and C and other requirements set forth in Exhibits ____ and ____.

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing): _____

Address: _____ Fax No. _____

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

MWESB Certification #: _____

- [] DBE [] MBE [] WBE [] ESB

Federal Tax ID#: _____ or SSN#: _____

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Department of Higher Education

**Personal/Professional Services Contract
For Services Over \$25,000**

CONTRACTOR DATA AND CERTIFICATION (continued)

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 IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31 % backup withholding.

Certification: 1, under penalties of perjury, do hereby certify that (a) the number shown on this form is my correct taxpayer ID (or I am waiting for the number to be issued to me), and (b) I am not subject to backup withholding because (i) I am exempt from backup withholding or (ii) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding. 1, the undersigned also (a) agree to perform the work required by Exhibit A in accordance with the terms and conditions (as listed on the attached Exhibit B); (b) certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; (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; and (f) understand that the Institution has adopted policies prohibiting sexual harassment in their interactions with members of the SOU community.

Signed by Contractor: _____
Signature Printed Name Date

Title

Approved by Institution:
SOU Budget Authority: _____
Signature Printed Name Date

**SOU Business Services
Contracts Officer:** _____
Signature Printed Name Date

Institution Document Number: _____

Index Code	Account Code	Activity Code (if applicable)	Amount
			\$
			\$
			\$
Total			\$

Form Prepared by: _____ **Phone Number:** _____

BUSINESS SERVICES - PROCUREMENT AND CONTRACTING

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Department of Higher Education

Personal/Professional Services Contract
For Services Over \$25,000

EXHIBIT A

Contractor: _____ Contract # _____

STATEMENT OF WORK:

.

DELIVERY SCHEDULE:

.

CONSIDERATION:

- a. Payment for all work performed under this contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$ _____, not including any travel and other expense reimbursement.
- b. Interim payments shall be made to Contractor following Board's review and approval of billings submitted by Contractor. Contractor will also submit copies of other billings for work performed under the contract when such bills are to be paid by other parties. These other billings are not subject to the maximum compensation amount set forth above.
- c. Contractor shall not submit billings for, and Institution 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. Contractor shall notify Institution's supervising representative in writing thirty (30) calendar days before this contract expires of the upcoming expiration of the contract. No payment will be made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.
- d. Contractor shall submit monthly billings for work performed. The billings 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. Contractor will specifically note in the billing when one-third and two-thirds of the maximum contract amount, including expense reimbursement, has been expended. Billings shall be sent to the supervising representative.

TRAVEL AND OTHER EXPENSES:

Travel and other expenses of the Contractor shall be reimbursed by Institution at State of Oregon rates, and must be submitted separately on a Travel Expense Report form to Business Services.

BUSINESS SERVICES - PROCUREMENT AND CONTRACTING

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Department of Higher Education

Personal/Professional Services Contract For Services Over \$25,000

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 Institution of Contractor with one or more workers, as defined by ORS 656.027.**

Workers' Compensation: Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this contract are subject employers under the Oregon Worker's Compensations 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 656.126.

2. **Required by Institution** **Not required by Institution.**

Professional Liability insurance with a combined single limit, or the equivalent, of not less than

\$200,000 \$500,000 \$1,000,000 or \$2,000,000 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.

3. **Required by Institution** **Not required by Institution.**

General Liability insurance with a combined single limit, or the equivalent, of not less than

\$200,000 \$500,000 \$1,000,000 or \$2,000,000 for each occurrence 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, Institution and divisions, officers, and employees are Additional Insured's but only with respect to the Contractor's services to be provided under this contract.

4. **Required by Institution** **Not required by Institution.**

Automobile Liability insurance with a combined single limit, or the equivalent of not less than

Oregon Financial Responsibility Law (ORS 806.060) \$200,000 \$500,000 or \$1,000,000

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 Southern Oregon University, its officers and employees as additional insured's with respect to the work of this contract. Endorsement must be mailed to the name/address noted below (in #6). 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 Institution at the following address:

SOU Business Services
Attn: Treasa Sprague
1250 Siskiyou Blvd. Ashland, OR 97520

BUSINESS SERVICES - PROCUREMENT AND CONTRACTING

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Department of Higher Education

Personal/Professional Services Contract For Services Over \$25,000

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

Contractor certifies he/she 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 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: _____

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Department of Higher Education

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STANDARD 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 the Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall retain and keep accessible such fiscal records, books, documents, papers, plans, and writings 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 is later.

2. AVAILABILITY OF FUNDS. Institution 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, the continuation of the Contract, or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of Institution'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 also shall comply with the Americans with Disabilities Act of 1990 (Pub LNo. 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 Fund from such Contractor incurred in 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 Institution 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 any 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. This 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 Institution and Contractor that arises out of or relates to 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 only 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. RECYCLING. Contractor shall use recyclable paper and products to the maximum extent economically feasible in the performance of the Contract.

9. HAZARD COMMUNICATION. Contractor shall notify Institution prior to using products containing hazardous chemicals to which Institution employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Institution's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

10. 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 Institution, 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 Institution 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 Institution, 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.

11. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the Institution reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed, and (ii) to evaluate the quality of the completed performance, Institution 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 Institution for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Institution provides for 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 Workers' 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 Institution; (4) is not currently employed by the Federal Government and the amount charged does not exceed Contractor's normal charge for the type of service provided if payment is to be charged against Federal funds; (5) must furnish Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal withholding tax.

The Oregon State Board of Higher Education, acting on behalf of Institution, 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. (See also Exhibit C.)

BUSINESS SERVICES - PROCUREMENT AND CONTRACTING

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Department of Higher Education

Personal/Professional Services Contract For Services Over \$25,000

STANDARD CONTRACT PROVISIONS

12. 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 Southern Oregon University, and their officers and employees shall be included as additional insureds. 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. Before Contractor commences work under this Contract, Contractor shall furnish to the Institution contracts officer certificates of insurance and endorsements as evidence of the insurance coverages required by this Contract, including workers' compensation. The certificates shall provide that the insurance company will give a 30-day written notice to the Institution contracts officer if the insurance is canceled or materially changed.

13. LIMITATION OF LIABILITIES. Except for liability arising under or related to sections 16(A) or 24(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.

14. 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 Institution 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 communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against the Institution, such facsimile transmission must be confirmed by telephone notice to the Institution's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

15. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the work product) is the exclusive property of Institution. Institution and Contractor intend that such work product be deemed "work made for hire" of which Institution shall be deemed the author. If for any reason the work product is not deemed "work made for hire," Contractor hereby irrevocably assigns to Institution all its right, title, and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Institution may reasonably request in order to fully vest such rights in Institution. 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.

16. REPRESENTATIONS AND WARRANTIES. (a) Contractor's Representations and Warranties. Contractor represents and warrants to Institution 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) 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.

17. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Effective Date and Duration, and Sections 1,7,10, 13, 15, 16, 17, and 20.

18. 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.

19. 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 the Institution. In addition to any provisions the Institution 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, 10, 15, and 26 as if the subcontractor were the Contractor. Institution's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

20. 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 permitted successors and assigns.

21. TAX COMPLIANCE CERTIFICATION. Contractor hereby affirms, under penalty of perjury, as provided in ORS305.385(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).

22. TERMINATIONS. (a) This Contract may be terminated at any time by mutual consent of the parties, or by Institution for convenience upon thirty (30) days' notice to the contractor. (b) In addition, the Institution may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the Institution, if (i) Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or Institution 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 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 Institution 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 Institution, fails to correct such failures within ten (10) business days.

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

BUSINESS SERVICES - PROCUREMENT AND CONTRACTING

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Department of Higher Education

Personal/Professional Services Contract For Services Over \$25,000

STANDARD CONTRACT PROVISIONS

24. REMEDIES. (a) In the event of termination pursuant to Section 22(a) and (b)(i) and 23, 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 Institution, less previous amounts paid and any claim(s) which the Institution has against the Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to Institution upon demand. (b) In the event of termination pursuant to Sections 22(b)(ii) or (c), Institution 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 22(a). (c) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Institution expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Institution all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon Institution's request, Contractor shall surrender to anyone Institution designates, all documents, research or objects or other tangible things needed to complete the work.

25. NO THIRD PARTY BENEFICIARIES. Institution 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.

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

27. YEAR 2000 COMPLIANCE. In the event Contractor learns or has reason to believe that Institution's hardware or software environment fails to use a date format that explicitly specifies century in any date data, Contractor shall promptly advise Institution of such failure.

28. 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.

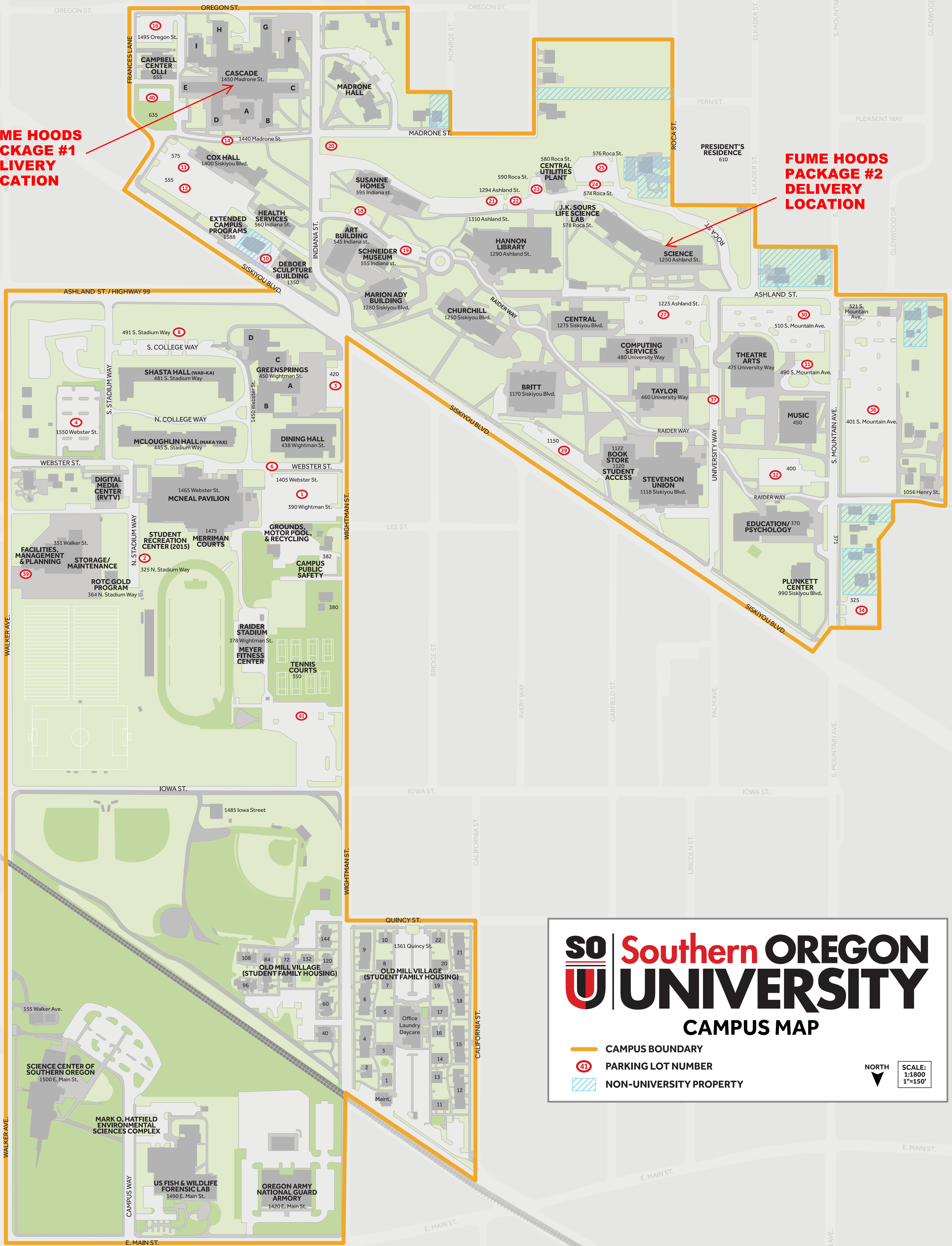
29. FORCE MAJEURE. Neither Institution nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, Institution's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove 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.

30. WAIVER. The failure of Institution to enforce any provision of this Contract shall not constitute a waiver by Institution of that or any other provision, 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 AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. 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 THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

ATTACHMENT D - SOU CAMPUS MAP

FUME HOODS PACKAGE #1 DELIVERY LOCATION

FUME HOODS PACKAGE #2 DELIVERY LOCATION



SO Southern OREGON UNIVERSITY

CAMPUS MAP

- CAMPUS BOUNDARY
- PARKING LOT NUMBER
- NON-UNIVERSITY PROPERTY

NORTH

SCALE:
1:1800
1"=150'

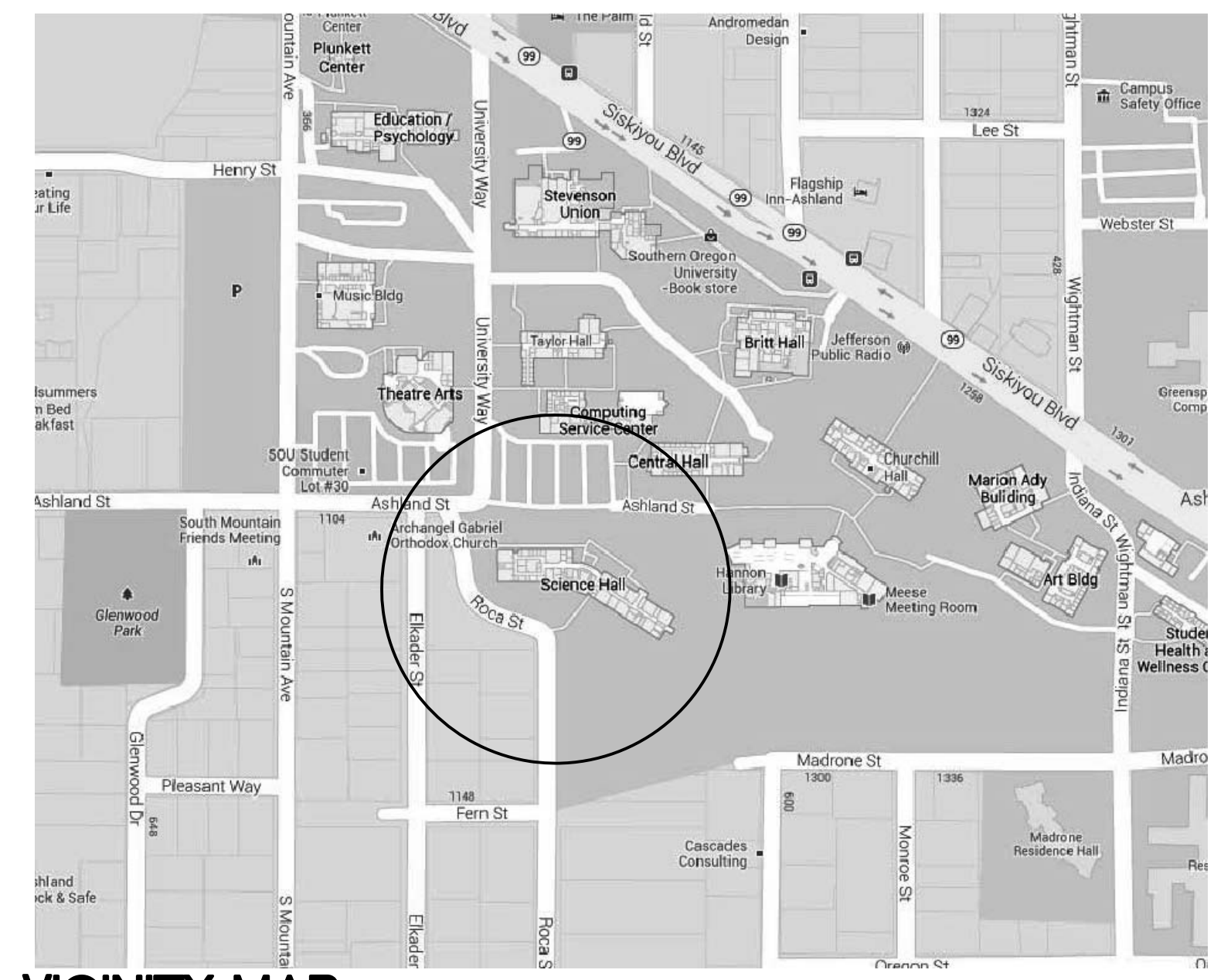


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Date:	12/13/13	
Check:	Checker	
REVISIONS		
NO.	DESCRIPTION	DATE

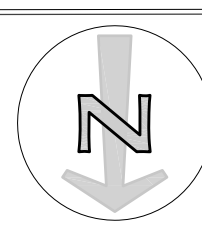
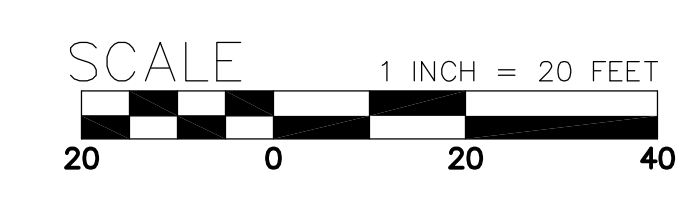
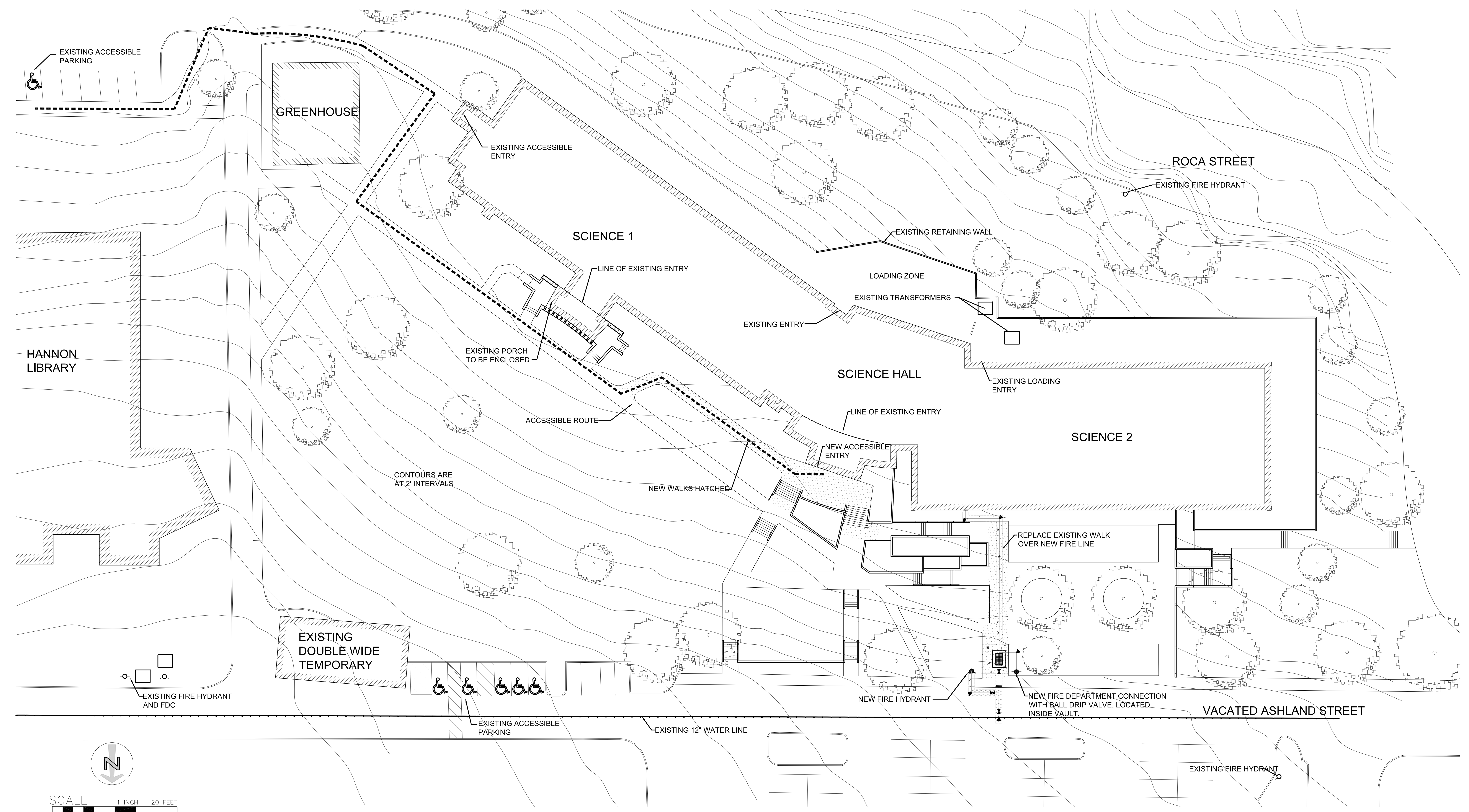
Sheet Title
SITE PLAN

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 Job No: 12114



VICINITY MAP
 NTS



OVERALL SITE PLAN



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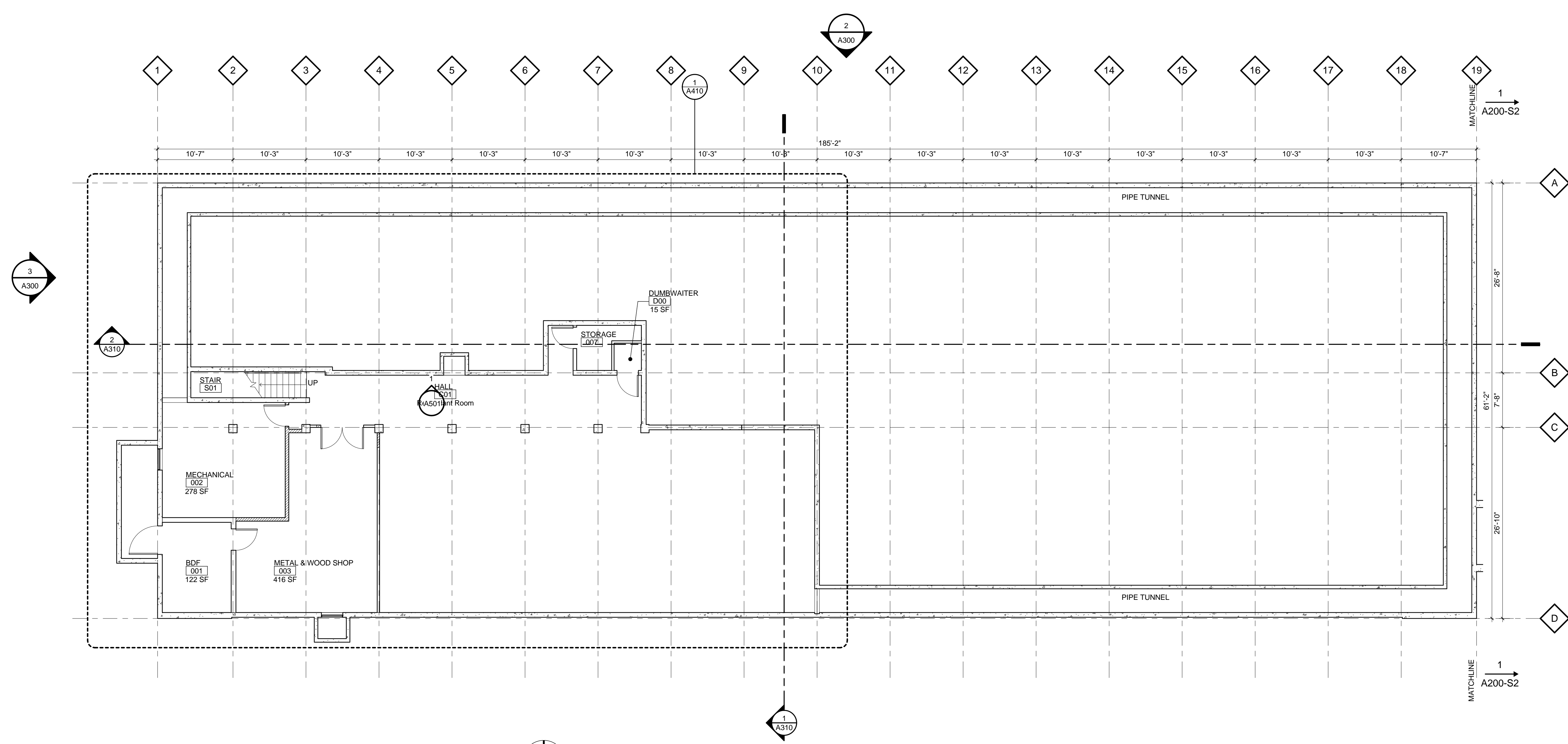
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NO.	DESCRIPTION	DATE

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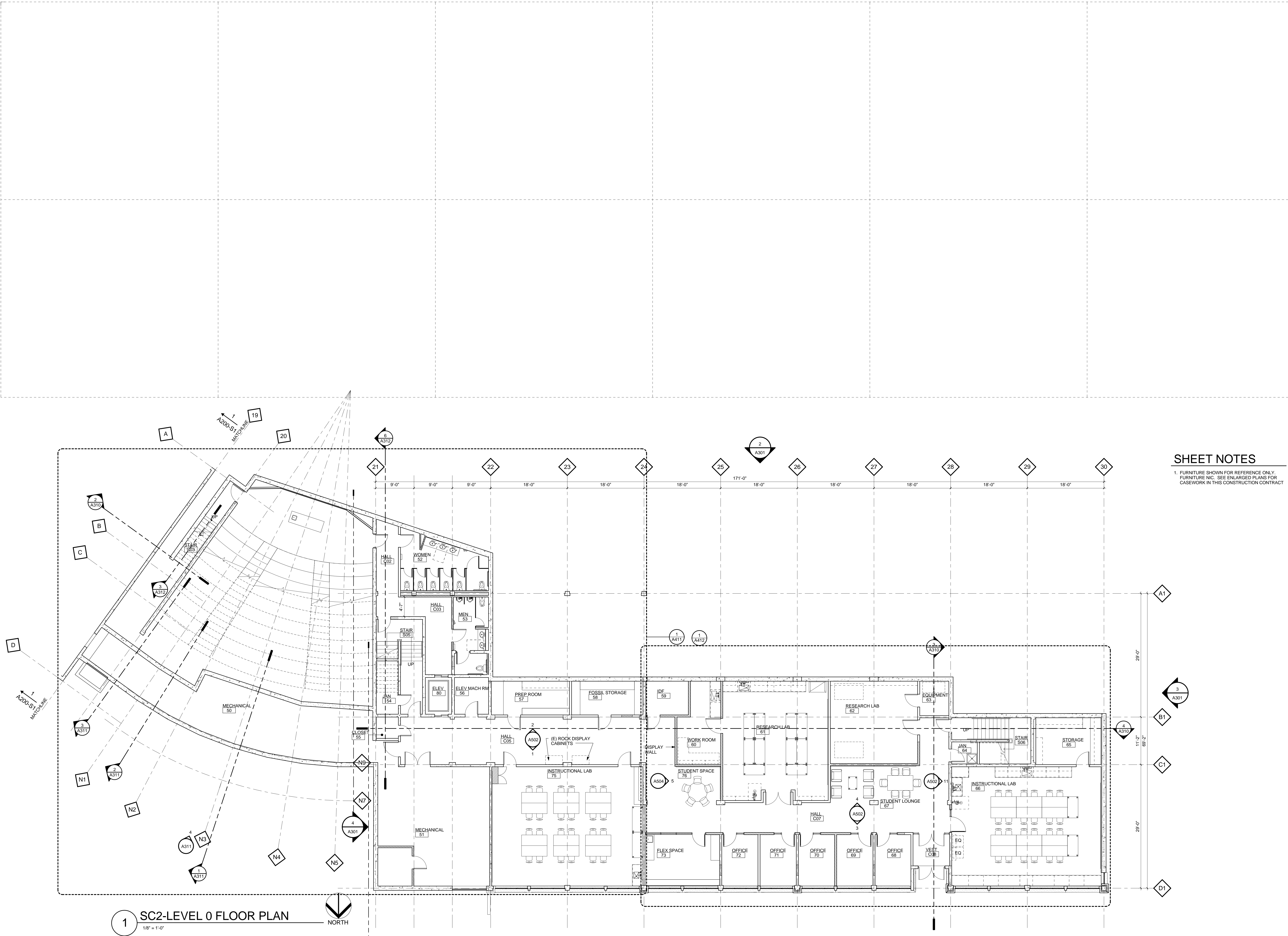
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A200-S1
 Job No: 12114

SHEET NOTES
 1. FURNITURE SHOWN FOR REFERENCE ONLY.
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 CASEWORK IN THIS CONSTRUCTION CONTRACT



1 SC1-LEVEL 0 FLOOR PLAN
 1/8" = 1'-0"
 NORTH



SHEET NOTES
 1. FURNITURE SHOWN FOR REFERENCE ONLY. FURNITURE NIC. SEE ENLARGED PLANS FOR CASEWORK IN THIS CONSTRUCTION CONTRACT

1 SC2-LEVEL 0 FLOOR PLAN
 1/8" = 1'-0"

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Sheet Title
 SC2-LEVEL 0 FLOOR PLAN

95%CD

A200-S2
 Job No: 12114

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NO.	DESCRIPTION	DATE

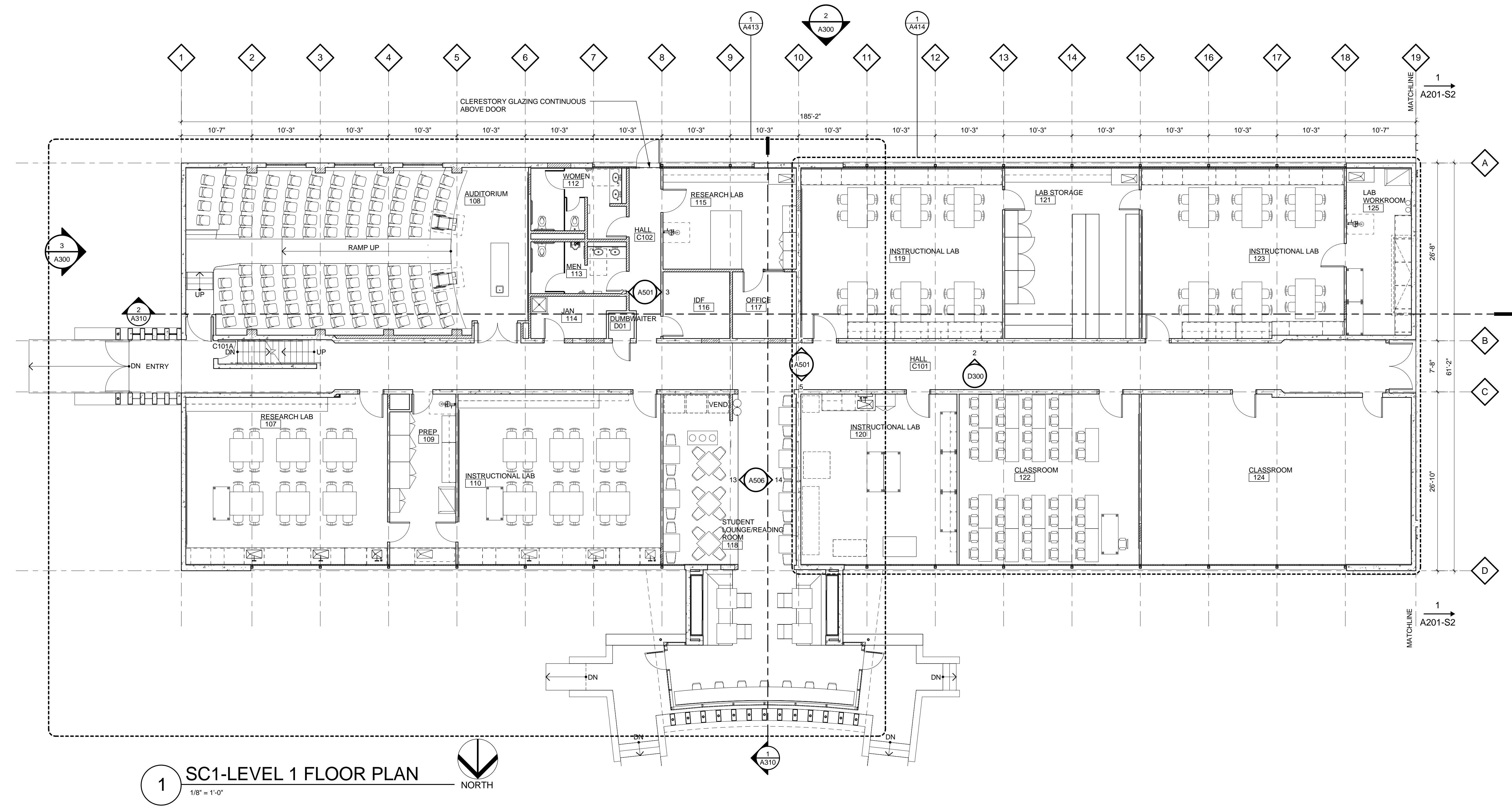
Sheet Title
 SC1-LEVEL 1 FLOOR PLAN

95%CD

A201-S1
 Job No: 12114

SHEET NOTES

- FURNITURE SHOWN FOR REFERENCE ONLY. FURNITURE N.O. SEE ENLARGED PLANS FOR CASEWORK IN THIS CONSTRUCTION CONTRACT



1 SC1-LEVEL 1 FLOOR PLAN
 1/8" = 1'-0"
 NORTH



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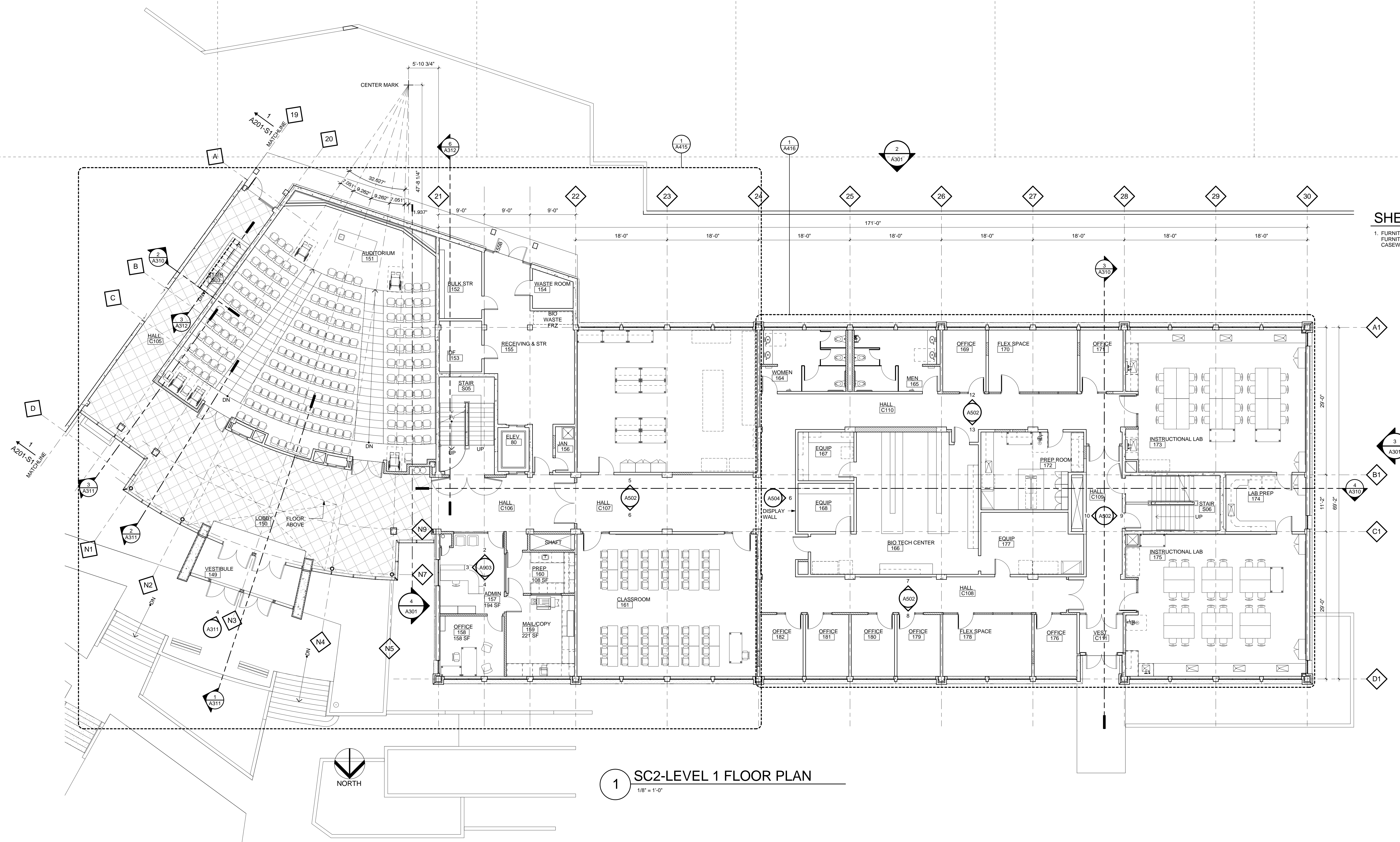
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Sheet Title
 SC2-LEVEL 1 FLOOR PLAN

95%CD

A201-S2
 Job No: 12114

SHEET NOTES
 1. FURNITURE SHOWN FOR REFERENCE ONLY.
 FURNITURE NIC. SEE ENLARGED PLANS FOR
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1 SC2-LEVEL 1 FLOOR PLAN
 1/8" = 1'-0"



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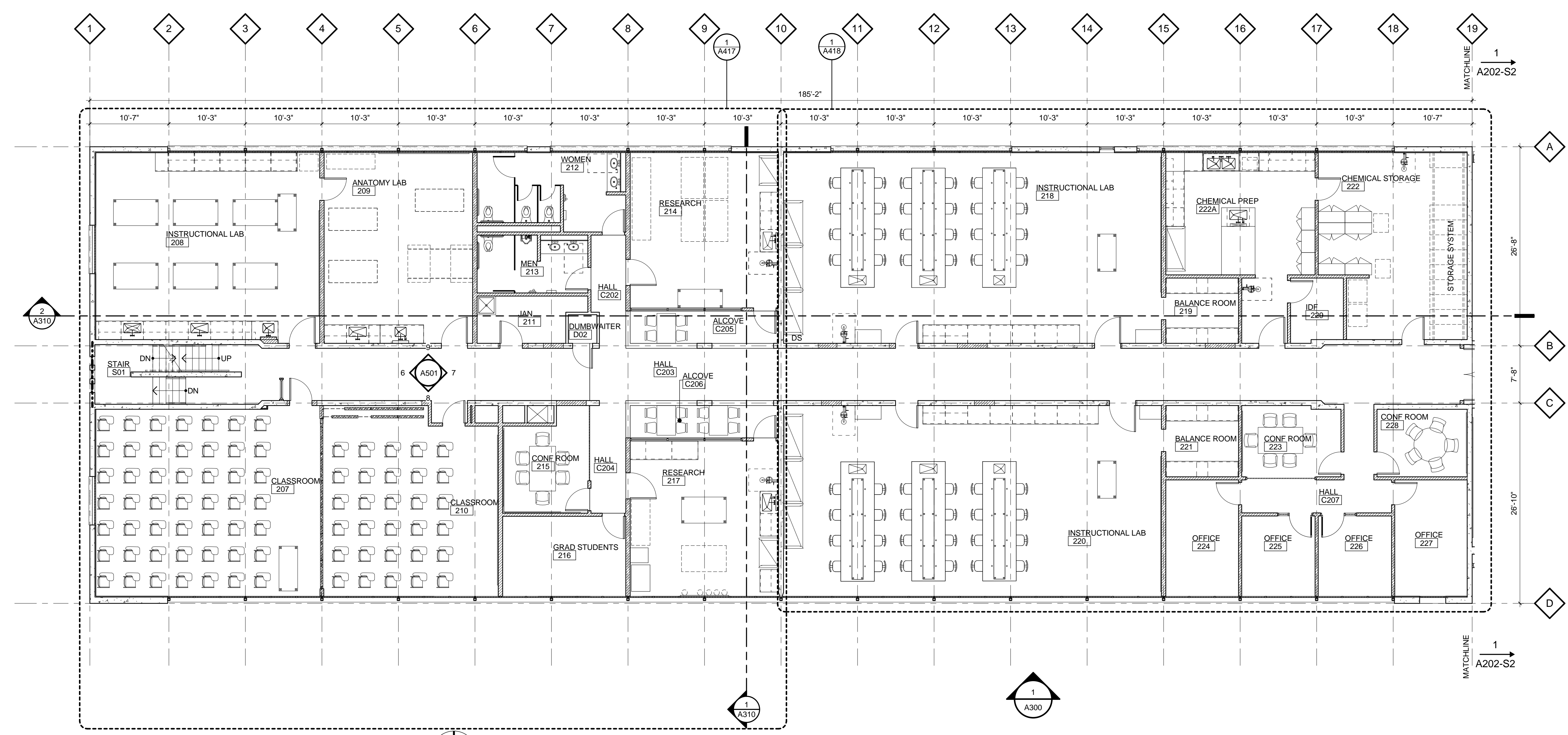
Sheet Title
 SC1-LEVEL 2 FLOOR PLAN

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A202-S1
 Job No: 12114

SHEET NOTES

1. FURNITURE SHOWN FOR REFERENCE ONLY. FURNITURE N/C. SEE ENLARGED PLANS FOR CASEWORK IN THIS CONSTRUCTION CONTRACT



1 SC1-LEVEL 2 FLOOR PLAN
 1/8" = 1'-0"
 NORTH

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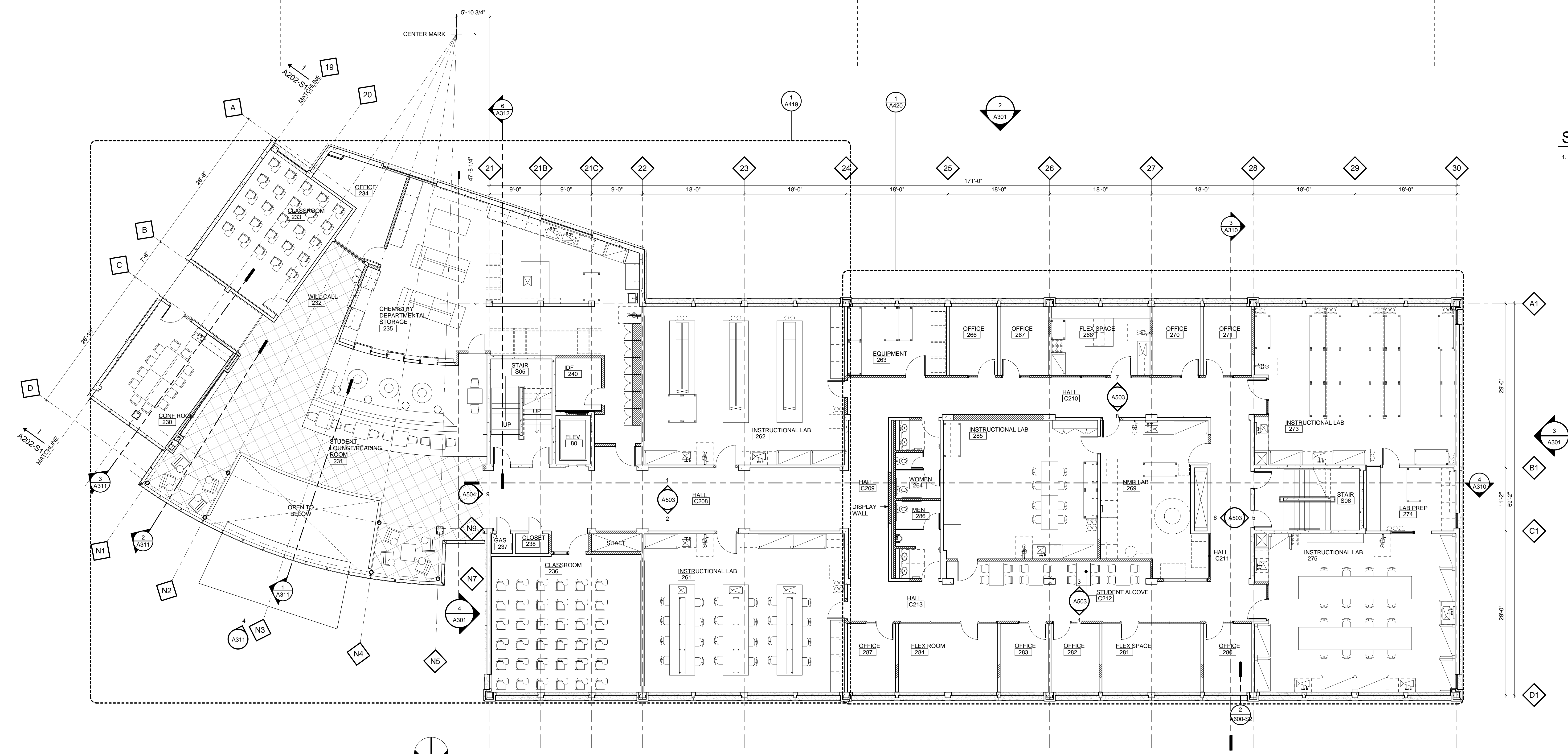
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Sheet Title
 SC2-LEVEL 2 FLOOR PLAN

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A202-S2
 Job No: 12114

SHEET NOTES
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1 SC2-LEVEL 2 FLOOR PLAN
 1/8" = 1'-0" NORTH

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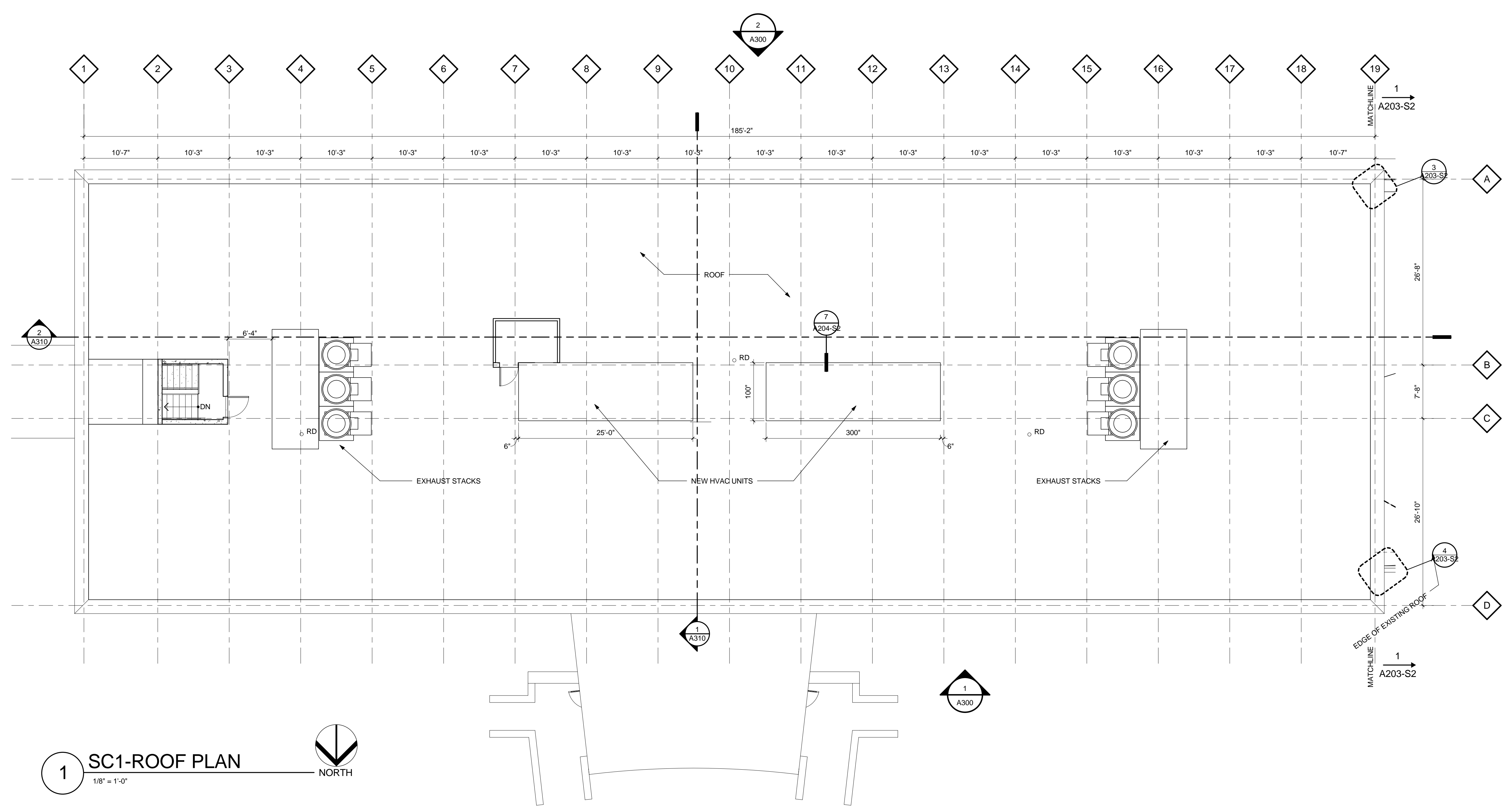
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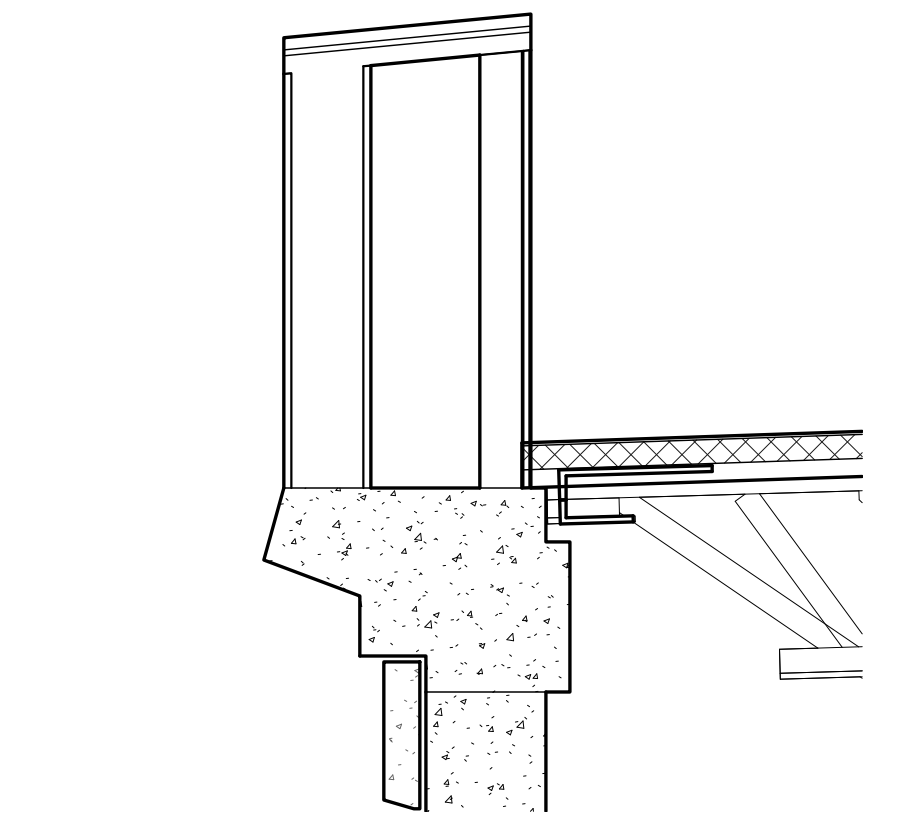
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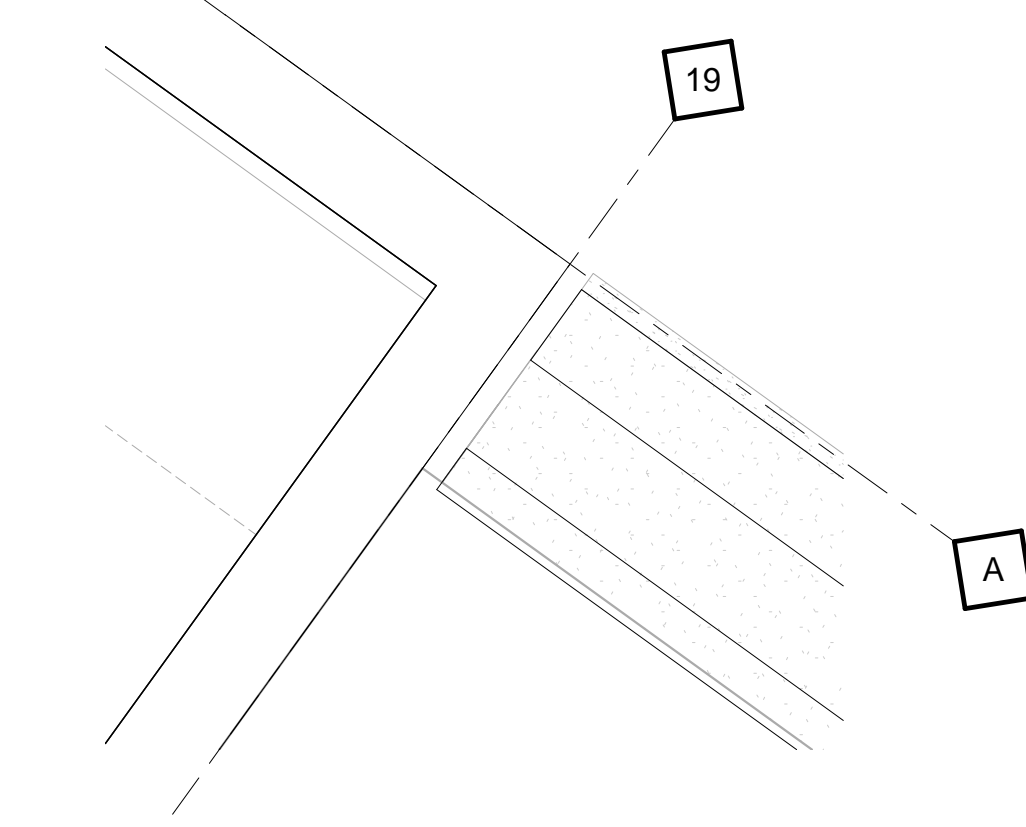
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 Job No: 12114



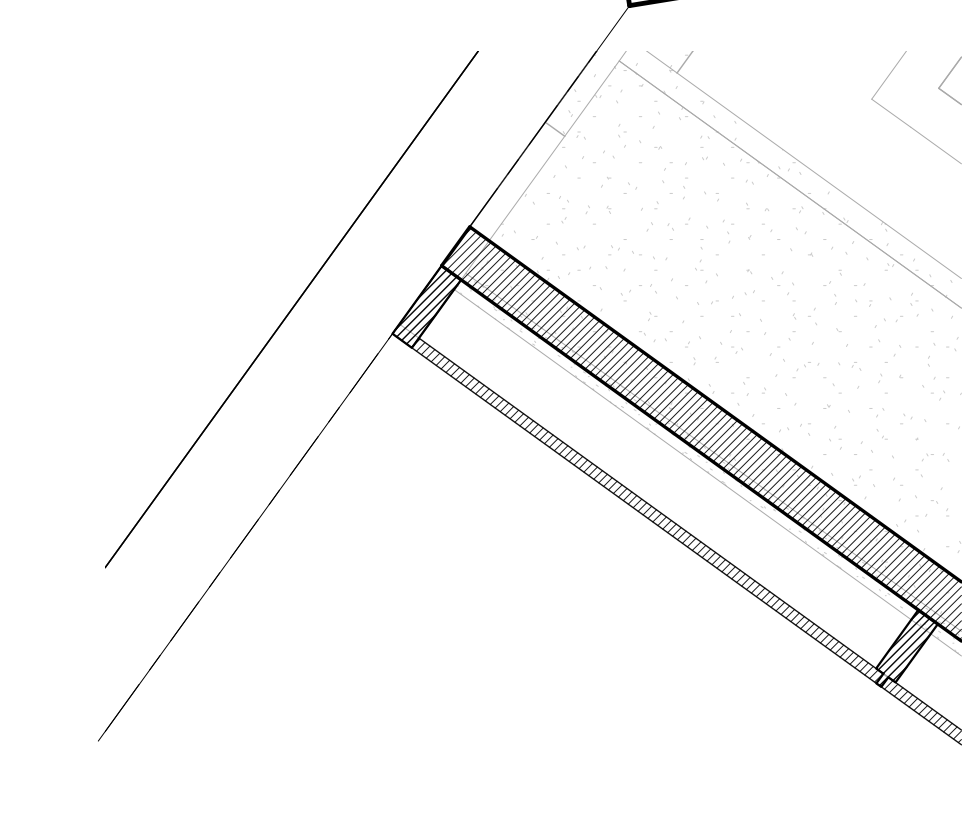
1 SC1-ROOF PLAN
 1/8" = 1'-0"
 NORTH



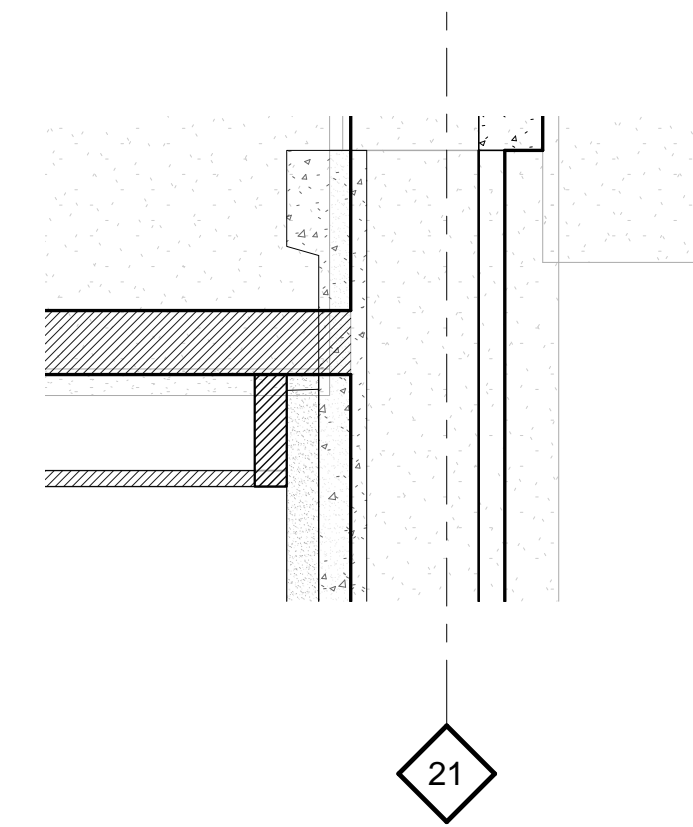
2 NEW PARAPET DETAIL
3/4" = 1'-0"



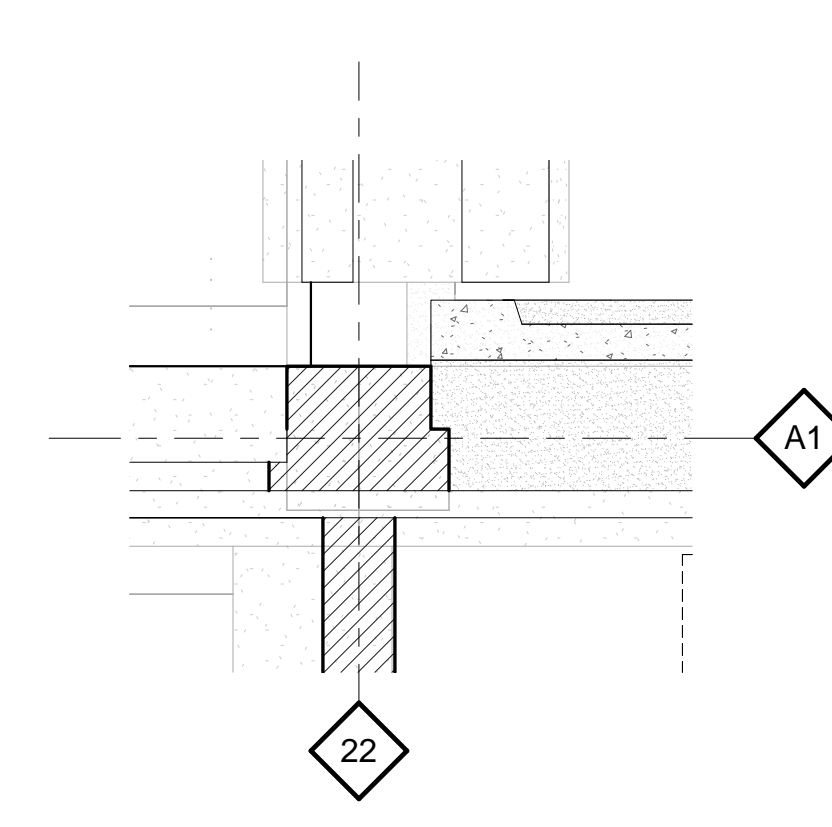
3 Callout (2) of LEVEL 3-SC2
3/4" = 1'-0"



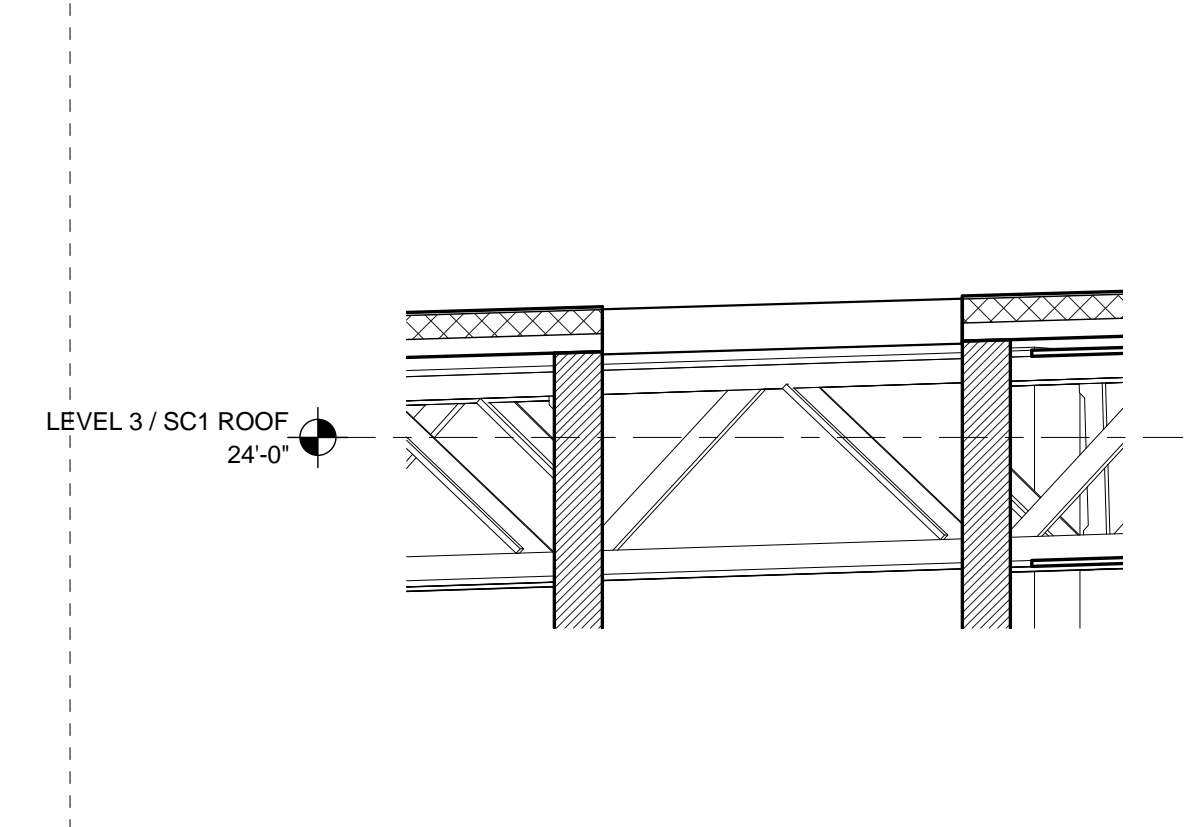
4 Callout of LEVEL 3-SC2
3/4" = 1'-0"



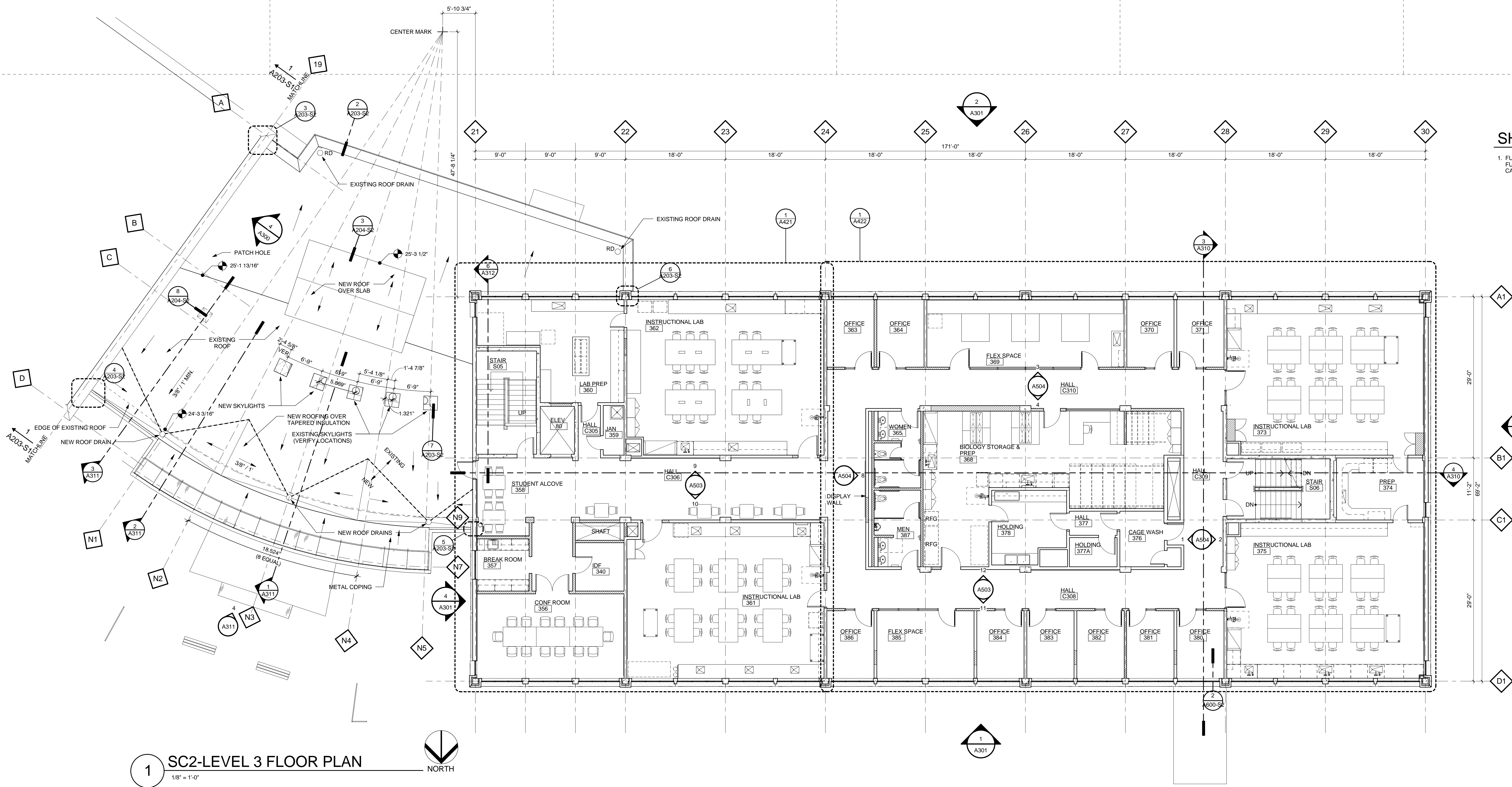
5 Callout (4) of LEVEL 3-SC2
1" = 1'-0"



6 Callout (3) of LEVEL 3-SC2
3/4" = 1'-0"



7 SKYLIGHT AT STUDENT LOUNGE
3/4" = 1'-0"



1 SC2-LEVEL 3 FLOOR PLAN
1/8" = 1'-0"

SHEET NOTES

1. FURNITURE SHOWN FOR REFERENCE ONLY. FURNITURE NIC. SEE ENLARGED PLANS FOR CASEWORK IN THIS CONSTRUCTION CONTRACT



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Sheet Title
SC2-LEVEL 3 FLOOR PLAN

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A203-S2

Job No: 12114