



## **REQUEST FOR PROPOSALS**

**RFP # 2012-01**

### **MOVING SERVICES**

**ISSUE DATE:** February 13, 2012

**CLOSING DATE:** March 7, 2012  
**CLOSING TIME:** 1:00 PM, Pacific Time

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**OREGON INSTITUTE OF TECHNOLOGY  
REQUEST FOR PROPOSALS  
MOVING SERVICES**

**Section I - Information Regarding Proposal**

**INTRODUCTION**

The Oregon Institute of Technology (“Oregon Tech”) is seeking proposals to select a contractor to provide moving services from four locations in the Portland Metro area to Oregon Tech’s new building located at 27500 SW Parkway, Wilsonville, OR 97070. The locations will be moving at varying times between June and August 2012.

**IMPORTANT NOTICE**

It will be the responsibility of potential proposers to refer daily to the OUS Procurement Gateway website ([www.ous.edu/about/bo](http://www.ous.edu/about/bo)) to check for any available addenda, response to clarifying questions, cancellations or other information pertaining to this Request for Proposals (“RFP”).

**Mandatory Pre-Proposal Tours:**

<b>CLS</b>	<b>February 21, 2012 - 2:00 PM</b>
<b>Oregon Tech West</b>	<b>February 22, 2012 – 9:00 AM</b>
<b>Paramedic</b>	<b>February 23, 2012 - 3:00 PM</b>
<b>Oregon Tech East</b>	<b>February 24, 2012 – 10:00 AM</b>

The mandatory pre-proposal tours will begin at the entrances of the above locations at the designated times. The meetings are intended to clarify the requested information and provide an opportunity for questions and answers. There will be a site tour so Proposers can have an understanding of the equipment, furniture and materials to be relocated. There will be no other site tour opportunities for Proposers and their team members. **Attendance and sign-in for all locations is required in order to be eligible to submit a Proposal.**

*Please RSVP to Trish Hower, (503) 821-1275; [Trish.Hower@oit.edu](mailto:Trish.Hower@oit.edu) if you plan to attend the Mandatory Pre-Proposal Tour, so Oregon Tech may arrange logistics and information packages (if applicable).*

**GENERAL INFORMATION**

**Issuing Office:** The Purchasing and Contract Services is the sole point of contact regarding the RFP. All correspondence pertaining to these two matters should be appropriately addressed to the contact persons below:

**RFP Questions:**

George Marlton, Dir. of Purchasing and Contract Services  
Telephone (503) 821-1277

**Address:** 20175 NW AmberGlen Ct., Ste 100  
Beaverton, OR 97006

**Email:** [George.Marlton@oit.edu](mailto:George.Marlton@oit.edu)

## SCHEDULE OF EVENTS

The timing and sequence of events resulting from this RFP will be ultimately determined by Oregon Tech. This Schedule is illustrative of optimal timing goals, but may be changed.

RFP Issue Date .....	February 13, 2012
Notice of Interest Deadline .....	February 20, 2012 (1:00 pm, PT)
Mandatory Pre-Proposal Tours	
CLS .....	February 21, 2012 (2:00 pm, PT)
Oregon Tech West .....	February 22, 2012 (9:00 am, PT)
Paramedic .....	February 23, 2012 (3:00 pm, PT)
Oregon Tech East .....	February 24, 2012 (10:00 am, PT)
Deadline for Protest of Specifications .....	February 24, 2012 (5:00 pm, PT)
All Clarifying Questions Due .....	February 29, 2012 (5:00 pm, PT)
Closing Date (Proposals Due) .....	March 7, 2012 (1:00 pm, PT)
Deadline for Protest of Award .....	5 calendar days after date on Notice of Award letter
Anticipated Contract Begin Date .....	April 1, 2012

## GENERAL PROVISIONS

Oregon Tech reserves the right to reject any and all Proposals received as a result of this RFP. Oregon Administrative Rules Chapter 580, Divisions 61 and 62 govern the procurement process for Oregon Tech.

**1. Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the closing deadline, provided that a written request is received by Oregon Tech Director of Purchasing and Contract Services, prior to the Closing date. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2. Notice of Interest.** The Notice of Interest (form attached below) should be submitted to the office of the Oregon Tech Director of Purchasing and Contract Services by 5:00 p.m., on the date indicated in the Schedule of Events, via email, fax or hardcopy. In the notice, the Proposer must provide the name of the primary contact person, plus that person's telephone number and email address for communication of information about the RFP, answers to questions submitted by Proposers, and other matters about the selection process. Proposers that complete and return the Notice will receive the same supplementary information. Submission of the Notice of Interest is not a mandatory requirement in order for Proposers to submit a Proposal.

**3. Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule of Events, at the Purchasing and Contract Services address or email address as listed in the Contact Information section of the RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements.

The purpose of this requirement is to permit Oregon Tech to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition.

Oregon Tech will consider all requested changes and, if appropriate, amend the RFP. Oregon Tech will provide reasonable notice of its decision to all Proposers that submit a Notice of Interest and on the OUS Procurement Gateway.

No oral or written instructions or information concerning this RFP from Oregon Tech managers, employees or agents to prospective Proposers shall bind Oregon Tech unless included in an Addendum to the RFP.

**4. Protests of the RFP/Specifications:** Protests must be in accordance with OAR 580-061-0145. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule of Events, at the Purchasing and Contract Services address or email address as listed in the Contact Information section of the RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**5. Addenda:** If any part of this RFP is amended, addendum will be provided on the OUS Procurement Gateway website ([www.ous.edu/about/bo](http://www.ous.edu/about/bo)), with a copy to all parties who submit the Notice of Interest.

**6. Post-Selection Review and Protest of Award:** Oregon Tech will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right in the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given five (5) calendar days from the date on the “Notice of Intent to Award” letter to review the file and evaluation report at the Purchasing and Contract Services office and file a written protest of award, pursuant to OAR 580-061-0145. Any award protest must be in writing and must be delivered by hand delivery, mail or email to the address for the Purchasing and Contract Services Office as listed in the Contact Information section of the RFP.

Oregon Tech will consider any protests received and:

- (A) reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- (B) sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, Oregon Tech may name a new apparent successful Proposer; OR
- (C) reject all Proposals and cancel the procurement.

The Oregon Tech Vice President for Finance and Administration or designee will timely respond to the protest after receipt. This decision shall be final.

**7. Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of Oregon Tech.

**8. Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be

open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information 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 exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.” ORS 192.500(1). 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.

**9. Investigation of References:** Oregon Tech reserves the right to investigate all references in addition to supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers and any other factor relevant to this RFP. Oregon Tech may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**10. RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by Oregon Tech) or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by Oregon Tech.

**11. Clarification and Clarity:** Oregon Tech reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear and favorable manner possible.

**12. Right to Reject Proposals:** Oregon Tech reserves the right to reject any or all Proposals, if such rejection would be in the public interest, as determined by Oregon Tech.

**13. Cancellation:** Oregon Tech reserves the right to cancel or postpone this RFP at any time or to award no contract.

**14. Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of 60 calendar days following the Closing date. Oregon Tech may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**15. Oral Presentations:** At Oregon Tech’s sole option, Proposers may be required to give an oral presentation of their Proposals to Oregon Tech, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer’s original Proposal. If the evaluating committee requests presentations, the Issuing Office will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by Oregon Tech. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**16. Usage:** It is the intention of Oregon Tech to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**17. Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer’s willingness to

enter into a contract containing substantially the same terms listed in Exhibit A – Oregon Institute of Technology Goods and Services Contract, attached hereto and made a part hereof. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 3 and 4 of the “General Provisions” of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP.

**18. Review for Responsiveness:** Upon receipt of all Proposals, the Issuing Office or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. Oregon Tech reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer’s contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**19. Rejections and Withdrawals.** Oregon Tech reserves the right to reject any or all Proposals or to withdraw any item from the award.

**20. RFP Incorporated into Contract.** This RFP will become part of the Contract between Oregon Tech and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of Exhibit A.

**21. Communication Blackout Period.** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee about the RFP until the apparent successful Proposer is selected, and all protests, if any, have been resolved.

**22. Prohibition on Commissions.** Oregon Tech will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process.

**23. Ownership of Proposals.** All proposals in response to this RFP are the sole property of Oregon Tech, and subject to the provisions of Oregon Revised Statutes ORS 192.410-192.505 (Public Records Act).

**24. Clerical Errors in Awards.** Oregon Tech reserves the right to correct inaccurate awards resulting from its clerical errors.

**25. Rejection of Qualified Proposals.** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions or specifications of the RFP or the Oregon Tech Sample Contract.

**26. Collusion.** By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, or employee of Oregon Tech has a pecuniary interest in this Proposal.

**27. Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from Oregon Tech. Oregon Tech reserves the right to modify the Evaluation Committee make-up in its sole discretion. The committee’s recommendations will be forwarded to the Vice President for Finance and Administration, or designee, for final approval.

**28. Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by Oregon Tech.

## TERM OF CONTRACT

The Contract is expected to begin on or about April 1, 2012, and extend to September 1, 2012. Oregon Tech intends to reserve the right upon 30 days notice to the Contractor to terminate the Contract for its convenience.

## DELIVERY OF PROPOSALS

Proposals may be submitted via two methods.

**Method #1:** An original copy of the Proposal, and an electronic copy (on compact disk) of the complete Proposal must be received on or before 1:00 p.m. Pacific Time, March 7, 2012. The envelope/package containing the response must be clearly marked “**Response to RFP #2012-01.**”

**Method #2:** Complete proposals (including all attachments) may be emailed and must be electronically received by 1:00 p.m. Pacific Time, March 7, 2012. **Email subject line must be “Response to RFP#2012-01 .”** Proposer *must* telephone and confirm electronic receipt of the complete emailed document(s) before the above time and date deadline. Proposals delayed or lost by email system filtering or failures may be considered at Oregon Tech’ sole discretion. **In addition** to electronic submission, the original copy of the Proposal must be postmarked no later than March 7, 2012. The envelope/package containing the Proposal must be clearly marked “**Response to RFP #2012-01.**”

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

It is the responsibility of the Proposer to ensure that Proposals arrive by the closing date and time. **NO LATE PROPOSALS WILL BE ACCEPTED, except as set out in Method #2 of “Delivery of Proposals”.** Proposals may be hand delivered, mailed, or e-mailed to:

**Mail/Hand Delivery:**

**(Including UPS, FEDEX)**

Purchasing and Contract Services  
20175 NW AmberGlen Ct., Ste 100  
Beaverton, OR 97006

**E-Mail:**

George.Marlton@oit.edu

Proposals will be publicly opened by a designee in the Purchasing and Contract Services Office on the Closing Date.

## BACKGROUND

The Oregon Institute of Technology (“Oregon Tech”) is a traditional four-year university with multiple campus locations. In June 2010, Oregon Tech entered into a purchase option lease for an approximately 131,000 sq/ft building located at 27500 SW Parkway Avenue, Wilsonville, Oregon.

Between June through August 2012, Oregon Tech will be moving its four campus locations in the Portland Metro area into the new building. The four locations have a variety of furniture and equipment to be moved.



## SCOPE OF WORK

Services to be included:

1. Contractor must have ability to provide all equipment, materials, supplies, vehicles and related services necessary to provide full and complete moving services. This includes, but is not limited to bins/crates, boxes, tape, labels, handcarts, padding, bubble wrap, computer bags, and protection materials.
2. Contractor must provide packing services for locations as indicated below and as described during the mandatory pre-proposal tour.
3. Contractor must be capable of disassembly and reassembly of office desks, cabinets, office tables and bookcases. This applies to office furniture as well as all modular 'cubicle' style furniture.
4. Contractor must take necessary precautions to prevent damage to equipment, supplies, and property. Adequate protection must be provided for floors and walls throughout the building including elevators. All items must be properly protected from inclement weather during the preparation of the move and while being moved. Contractor must have the capability and proper protective materials to move special equipment such as personal computers, microscopes, and lab equipment.

In addition to the contractor's general responsibility to protect property from damage, the contractor shall be responsible for the protection of finished surfaces such as, but not limited to, columns, doors, doorframes, and wall corners shall be protected by Styrofoam corner brackets or similar material. Wall surfaces shall be protected by corrugated wall board or similar materials where required for adequate protection. Contractor will be responsible for protecting all elevator floors and walls. The contractor shall assure that weight capacities of elevators used by personnel during the moving process will not be exceeded.

Carpeting and floors shall be protected by masonite floor boards, cardboard or similar protective covering. Any finishes or products damaged, marred or lost by the Contractor shall be completely replaced or refinished by the contractor to the satisfaction of the University within 30 days of the incident.

5. At all times during the move, local ordinances shall be observed, including but not limited to preservation of adequate access to fire exits and extinguishers.
6. Contractor must provide adequate security measures during the move operation to insure all items are accounted for.
7. Contractor will be responsible for removal and disposal of any debris i.e. packing material resulting from the move. Contractor is responsible for the removal and proper disposal of all trash and containers that may occur during the move. Trash that exceeds the capacity of the waste receptacles at the locations must be removed from the property and discarded with an appropriate recycling center or waste center at Contractor's expense.
8. Any articles or property damaged or lost will be repaired to a good or better condition or replaced by the Contractor at no additional cost to the University within 30 days of incident.

9. The University is responsible for damage for improper packing if the University does the actual packing. Exceptions would be if there is negligence on the part of the Contractor or his/her employees, then the Contractor is responsible.
10. All claims by the University for damaged or lost equipment and furniture must be satisfied within thirty (30) calendar days after the date of the completed move at 100% of repair or replacement cost. Settlement of claim must be satisfactory to the University. The University may withhold payment to the firm in abeyance until all such claims are resolved against the move.
11. A Sales Representative must have a minimum of 3 years experience in the moving business.
12. A Lead Move Supervisor with a minimum of 3 years experience in the moving business and 2 years experience as a Lead Move Supervisor (or equivalent). This person must be experienced with the coordination commercial moves similar to this move. This person must be available when requested for onsite move planning meetings.
13. General Labor personnel must have a minimum of 1 year moving experience. The General Labor personnel must be capable of performing all the activities requested in the execution of the moving service. They must be trained moving personnel, who are direct employees of Contractor. The General Labor personnel must be easily identified with company-provided identification badges/uniforms. University reserves the right to have any of the Contractor's employees immediately removed from any University facility due to improper or un-businesslike conduct.
14. Contractor's staff shall provide for the physical transportation of all furniture, equipment and material from existing locations to new location designated rooms within the established time schedule.
15. Contractor shall provide adequate truck size(s) and types of trucks to meet the individual moving requirements.

## Locations

### 1. CLINICAL LABORATORY SCIENCE

**Location:** Gaines Hall - OHSU  
840 SW Gaines Street  
Portland, OR 97239

Packing Materials Arrive: July 16, 2012  
Physical Move Starts: August 15, 2012  
Physical Move Completed: August 17, 2012  
Loading Dock: No

#### Services Needed:

- University personnel will pack all personal effects and office items
- Contractor to pack all lab equipment
- Contractor will need to transport temperature sensitive and biohazard materials. The materials will need to be transported and immediately unpacked into new refrigerated units in new location
- Contractor will deliver all items to designated rooms, but will not unpack.
- Furniture must be reassembled in designated rooms
- Contractor to provide packing materials and physical move services

## 2. PARAMEDIC EDUCATION PROGRAM

**Location:** Tualatin Valley Fire and Rescue  
12400 SW Tonquin Road  
Sherwood, OR 97140

And

Sentinel Self Storage  
15555 SW Tualatin Sherwood Road  
Sherwood, OR 97140  
Unit 9017  
(10x12 storage unit)

Packing Materials Arrive: May 14, 2012  
Physical Move Starts: June 11, 2012  
Physical Move Completed: June 13, 2012  
Loading Dock: No

Services Needed:

- University personnel will pack all personal effects and office items
- University personnel will pack all materials and equipment
- Contractor to provide packing materials and physical move services
- Contractor will deliver all items to designated rooms, but will not unpack
- Furniture must be reassembled in designated rooms

## 3. Oregon Tech WEST

**Location:** 20175 NW AmberGlen Ct., Ste 100  
Beaverton, OR 97006

Packing Materials Arrive: May 1, 2012  
Physical Move Starts: June 15, 2012  
Physical Move Completed: June 18, 2012  
Loading Dock: No

Services Needed:

- University personnel will pack all personal effects and office items
- Contractor to pack all computers and monitors
- Contractor to provide packing materials and physical move services
- Contractor will deliver all items to designated rooms, but will not unpack
- Furniture must be reassembled in designated rooms

#### 4. Oregon Tech EAST

**Location:** 7726 SE Harmony Road  
Portland, OR 97222

Packing Materials Arrive: June 1, 2012  
Physical Move Starts: August 10, 2012  
Physical Move Completed: August 14, 2012  
Loading Dock: No

Services Needed:

- University personnel will pack all personal effects and office items
- Contractor to pack all lab equipment
- Contractor to provide packing materials and physical move services
- Contractor will deliver all items to designated rooms, but will not unpack
- Furniture must be reassembled in designated rooms

#### **Liquidated Damages**

Time is of the essence and the goods and services described herein must be completely furnished and operational by the date indicated for each location move or Oregon Tech will suffer harm. The selected vendor agrees to pay Oregon Tech, as liquidated damages, a sum equal to \$1,000.00 per day for each and every calendar day that work remains uncompleted after the date indicated. This amount shall be fixed as liquidated damages that Oregon Tech will suffer by reason of such delay, and not as a penalty. Oregon Tech shall have the right to deduct and retain the amount of such liquidated damages from any monies due the selected vendor.

The selected vendor shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time that the contract is executed, and that are entirely beyond the control and without the fault or negligence of the selected vendor. These causes include, but are not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other vendors, strikes and labor disputes not brought on by any act or omission of the vendor, fire, flood, epidemics, quarantines, or freight embargos.

## Section II – Information Required from Proposers

### PROPOSAL FORM AND CONTENT

Proposals that do not contain all the information requested in this and other sections may be rejected as non-responsive.

#### Submission Format

1. The Proposal should be written on standard size (8½" x 11") paper, using generally accessible word processing and document formats conducive to cut-and-paste transfer of information to contracts or other summary documents. MSOffice Suite documents are preferred.
2. Proposers should structure responses as outlined in this RFP. Proposals should be prepared so that responses are specifically addressed in the same order as the requested information identified below and on the Questionnaire. Pages should be numbered consecutively and tabs inserted between sections.

### REQUIRED PROPOSAL CONTENT

1. You must complete the **Bidder/Proposer Tax Laws and Non-discrimination Certification** sheet, signed by an authorized company official.
2. The Proposal must also include the following:
  - a. **Title Page or Cover Letter.** The title page or cover letter should indicate the date, subject, name of the Proposer, address, telephone number, e-mail address, name and title of the Proposer's contact person as well as a signature of an authorized official with the authority to negotiate and contractually bind the Proposer.
  - b. **Offices and Representatives.** A description of the office(s) that will provide support, including its geographic location, staffing level, the background, experience, and qualifications of personnel. *This information must be listed in a specifically identified section of the Proposal.*
  - c. **Questionnaire.** Complete and specific answers to the Questionnaire for Proposers. Please respond by restating each question and thereafter providing your answer in order beginning with question 1.
3. **Summary Statement.** The Proposer may, but is not required to, provide a summary statement as to its qualifications, as well as briefly describe (no more than 500 words) any special considerations the Oregon Tech should consider.

## EVALUATION CRITERIA

Proposals will be evaluated for completeness and compliance with this RFP. 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. **Proposals that do not specifically address the scope of work or do not include the complete Proposal Content may be rejected.**

Proposals will be evaluated based on the following criteria and questions outlined in the Questionnaire for Proposers:

- |                           |           |
|---------------------------|-----------|
| 1. Background Information | 20 points |
| 2. Scope of Work          | 30 points |
| 3. Cost Summary           | 40 points |
| 4. Quality of Proposal    | 10 points |

Total possible: 100 points

### **Section III – Questionnaire for Proposers**

**Please submit your responses in order beginning with question #1 by restating the question, then providing your answer. Use additional sheets as necessary. Be specific with names and numbers.**

#### **1. Background Information**

- A. Describe your firm background, size and capabilities.
- B. Provide experience of the Sales Representative evidencing at least 3 years' experience in the commercial moving business.
- C. Provide experience of the Lead Move Supervisor evidencing at least 3 years' experience in the commercial moving business with at least 2 years as the Lead Move Supervisor (or equivalent).
- D. Provide references for at least 3 project moves similar in size and scope. Please provide the name, address and telephone numbers of the contact person for such projects.

#### **2. Scope of Work**

- A. Provide information on hiring practices as well as training of staff (skill and safety).
- B. Provide a detailed proposed moving plan and schedule for meeting each of the moves:
  - a. Clinical Laboratory Science
  - b. Paramedic Education Program
  - c. Oregon Tech West
  - d. Oregon Tech East

#### **3. Cost Summary**

Provide the fixed fee for providing all move services. Detail any services that are not included.

**Section IV – Contract Terms and Required Documents**

**Moving Services  
RFP #2012-01**

**Notice of Interest**

Name of Consultant/Firm: \_\_\_\_\_

Check One:

\_\_\_\_\_ Yes, this firm will submit a proposal in response to this RFP. Please forward any addenda to the RFP to my attention.

\_\_\_\_\_ No, this firm does not anticipate submitting a proposal in response to this request.

Comments:

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Email address for contact: \_\_\_\_\_

Please return this form no later than February 20, 2012 – 1:00pm to George Marlton, Dir. of Purchasing and Contract Services, 20175 NW AmberGlen Ct., Ste 100, Beaverton, OR 97006; fax (503) 533-5190; email: george.marlton@oit.edu.



**BIDDER/PROPOSER  
TAX LAWS AND NON-DISCRIMINATION CERTIFICATION  
RFP #2012-01**

I, the undersigned, have read all of the terms and conditions of this Request for Proposals, and I understand that if awarded the contract, I and the firm represented herein shall be bound by its terms and conditions and representations made in this response. I certify that Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

**Certified Minority, Women, and Emerging Small Business**

For statistical purposes only, please indicate if your firm is an Oregon certified minority, women, or emerging small business:  **DBE**     **MBE**     **WBE**     **ESB**

**Certificate of Compliance with Tax Laws**

I, the undersigned, (Check one )

\_\_\_ hereby certify under penalty of perjury that I am not in violation of any Oregon Tax laws,

\_\_\_ hereby certify under penalty of perjury that I am authorized to act on behalf of Contractor and to the best of my knowledge; Contractor is not in violation of any Oregon tax laws.

For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, 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

Business Designation (check one): \_\_\_ Corporation    \_\_\_ Partnership    \_\_\_ Sole Proprietorship  
\_\_\_ Governmental/Non-Profit    \_\_\_ Limited Partnership    \_\_\_ Limited Liability Partnership  
\_\_\_ Limited Liability Company

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_

e-mail: \_\_\_\_\_ Fax: \_\_\_\_\_



**Exhibit A**  
**OREGON INSTITUTE OF TECHNOLOGY**  
**GOODS AND SERVICES CONTRACT**  
**Contract #**

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 "Oregon Tech" and \_\_\_\_\_, hereafter called "Contractor." Together, Oregon Tech and the Contractor are referred to as the "Parties" in this Agreement, and individually a "Party"). Oregon Tech's supervising representative for this Contract is \_\_\_\_\_.

WHEREAS, the Oregon Tech 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 on April 1, 2012. Unless earlier terminated or extended, this Contract shall expire on September 1, 2012. However, such expiration shall not extinguish or prejudice Oregon Tech'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 goods and services:
3. **Consideration:** Subject to the provisions of ORS 293.462, Oregon Tech 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 Oregon Tech at:
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 the Oregon Tech shall be directed and mailed as follows:  
  
 Purchasing and Contract Services  
 3201 Campus Drive  
 Klamath Falls, OR 97601
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. \_\_\_\_\_

Fax No. \_\_\_\_\_

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 Oregon Tech 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 Oregon Tech 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, Oregon Tech 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 Oregon Tech, and the exercise of this remedy by Oregon Tech shall not prejudice or impair the availability to Oregon Tech 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 Oregon Tech, less previous amounts paid and any claim(s) which the Oregon Tech has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to Oregon Tech upon demand. (b) In the event of termination, Oregon Tech 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 Oregon Tech expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Oregon Tech 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 Oregon Tech or in accordance with the Oregon Tech's written instruction. Any fees remaining outstanding and balances owing to the Contractor may be withheld from the assets delivered to the Oregon Tech or under the Oregon Tech's direction.
7. **Terminations:** (a) This Contract may be terminated at any time by mutual consent of the parties, or by Oregon Tech for convenience upon thirty (30) days' notice to the other party. (b) In addition, the Oregon Tech may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the Oregon Tech, 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 Oregon Tech 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 Oregon Tech 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 Oregon Tech, fails to correct such failures within ten business days.
8. **Representations and Warranties:** Contractor represents and warrants to Oregon Tech 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 Oregon Tech 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 Oregon Tech, if any, will be performed in a workmanlike manner and in accordance with usual industrial standards. Contractor's liability and Oregon Tech'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 Oregon Tech to Contractor. Oregon Tech 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 Oregon Tech prior to using products containing hazardous chemicals to which Oregon Tech employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Oregon Tech'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:** Oregon Tech 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 Oregon Tech's payment of amounts under this Contract is contingent on Oregon Tech receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow Oregon Tech, 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 Oregon Tech to enforce any provision of the Contract shall not constitute a waiver or relinquishment by Oregon Tech 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 Oregon Tech, 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 Oregon Tech.

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 Oregon Tech 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 Oregon Tech 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, Oregon Tech'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 Oregon Tech. 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 Oregon Tech 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 Oregon Tech at times and places determined by Oregon Tech. If Oregon Tech finds goods and services furnished to be incomplete or not in compliance with the Contract, Oregon Tech, 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 Oregon Tech at a reduced price, whichever Oregon Tech deems equitable under the circumstances. If Contractor is unable or refuses

to cure any defects within a time deemed reasonable by Oregon Tech, Oregon Tech 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 Oregon Tech's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080

**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.

**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, Oregon Tech 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, Oregon Tech

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**EXHIBIT A – SCHEDULE OF FEES**  
*(Intentionally left blank)*



## 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 Oregon Tech 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 Oregon Tech  Not required by Oregon Tech.**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than  \$200,000,  ~~\$500,000~~, or  \$2,000,000 for each claim, incident or occurrence, with an annual aggregate limit of \$ . This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

**3.  Required by Oregon Tech  Not required by Oregon Tech.**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 for each occurrence, with an annual aggregate limit of \$4,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the State of Oregon, Oregon Tech, 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 Oregon Tech  Not required by Oregon Tech.**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$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 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 Oregon Tech at the following address: Oregon Tech Purchasing and Contract Office, 3201 Campus Drive, Klamath Falls, OR 97601.

**EXHIBIT C**  
**Oregon Tech Contractor Travel Reimbursement Policy**  
**Rates Effective January 1, 2012**

Category	Rate Summary	Policy
<b>Instate Travel:</b>  Meal per diem \$52 B = \$13.00 L = \$13.00 D = \$26.00	All Oregon Cities Meals \$52.00 Lodging * \$111.00 *Actual, up to rate	<ul style="list-style-type: none"> <li>The per diem equals the federal rate using the IRS's <i>High-Low Substantiation Method</i>. All Oregon cities are currently Low Cost Cities.</li> <li>No receipts are required for meals and incidental expenses (these are reimbursed on a per diem basis).</li> <li>If meals are provided at the meeting or event, no meal per diem is allowed.</li> <li>No meal per diem is allowed on one day trips.</li> <li>Lodging tax is reimbursed as a miscellaneous expense.</li> </ul>
<b>Out-of-State, and Continental US Travel:</b>  <b>High</b> meal per diem \$65 B = \$16.25 L = \$16.25 D = \$32.50  <b>Low</b> meal per diem \$52 B = \$13.00 L = \$13.00 D = \$26.00	<b>High:</b> See list of High Cost Cities Meals \$65.00 Lodging * \$177.00 *Actual, up to rate  <b>Low:</b> All other cities, Continental US Meals \$52.00 Lodging * \$111.00 *Actual, up to rate	<ul style="list-style-type: none"> <li>The per diem equals the federal rate using the IRS's <i>High-Low Substantiation Method</i> (see <a href="http://www.ous.edu/cont-div/fasom/sec11/sec1104.php">http://www.ous.edu/cont-div/fasom/sec11/sec1104.php</a> for listing of High Cost Localities).</li> <li>No receipts are required for meals and incidental expenses (these are reimbursed on a per diem basis).</li> <li>If meals are provided at the meeting or event, no meal per diem is allowed.</li> <li>No meal per diem is allowed on one day trips.</li> <li>Lodging tax is reimbursed as a miscellaneous expense.</li> </ul>
<b>Non-Continental US and Overseas Non-Foreign Areas (Alaska, Hawaii, Guam, etc.)</b>	Contractor travel to these locations is minimal and the federal tables are complicated. Call for per diem rates.	<ul style="list-style-type: none"> <li>Contact Oregon Tech Office Business Affairs at 541-885-0567 for current per diem rates for these locations.</li> <li>If meals are provided at the meeting or event, no meal per diem is allowed.</li> <li>Lodging tax is reimbursed as a miscellaneous expense for Alaska, Hawaii, Puerto Rico, and US possessions. Lodging tax is included in the per diem for foreign travel.</li> <li>No receipts are required for meals and incidental expenses.</li> </ul>
<b>Mileage for Private Vehicle:</b>	51 cents per mile.	<ul style="list-style-type: none"> <li>Mileage can be calculated one of 3 ways: <ul style="list-style-type: none"> <li>Mileage Chart (see Excel file)</li> <li>Actual mileage (from the odometer)</li> <li>Mapping software (e.g., mapquest.com)</li> </ul> </li> <li>Mileage cannot be claimed in addition to fees for rented vehicles and fuel expenses for a rented vehicle.</li> <li>Mileage not reimbursable unless one way trip exceeds 25 miles from origin to destination.</li> </ul>

<b>Pro-ration of meals for partial days involving an overnight stay:</b>  Meal per diems for initial day of travel and final day of travel will be based on the following schedule based on departure and arrival times:	<b>INITIAL Day of Travel – Leave:</b>	<b>Prior to 7:00 am</b>	<b>7:00 am to 12:59 pm</b>	<b>1:00 pm and after</b>
	<b>Meal Allowance</b>	Breakfast, Lunch, Dinner	Lunch, Dinner	Dinner
	<b>FINAL Day of Travel – Return:</b>	<b>Prior to Noon</b>	<b>12:00 noon to 5:59 pm</b>	<b>6:00 pm and after</b>
	<b>Meal Allowance</b>	Breakfast	Breakfast, Lunch	Breakfast, Lunch, Dinner

**Rented Vehicles:** Vehicle rental reimbursements will only be for compact and economy cars and their equivalent green class. Liability insurance issued through the vehicle rental company may be reimbursed. Other classes of vehicles may be rented for circumstances that are approved in advance by the contract representative for reasons that include space requirements or inclement weather conditions. Receipts are required.

**Airfare:** Only economy rate airfare, plus mandatory taxes and fees, will be reimbursed. Receipts are required.

**Ground Transportation:** Taxicab, train (coach or business class only), and airport shuttle fees will be reimbursed. Receipts are required if over \$75 per item.

**Incidental Expenses:** Incidental expenses are combined with the meal per diem rate and will not be separately reimbursed. Incidental expenses include, but are not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and gratuities for services, such as for waiters, taxi drivers, and baggage handlers..

**Miscellaneous Expenses:** The miscellaneous expenses that can be reimbursed include: fuel expenses for a rented vehicle, parking, tolls, lodging taxes, and checked baggage for up to 2 standard-weight bags. Other miscellaneous expenses can be reimbursed only if approved in advance by the contract representative. All miscellaneous expenses must be itemized. Receipts are required if over \$25 per item.

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

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

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