**Southern Oregon University**

**Invitation to Bid**

**One New 2014 model**

**4X4 Diesel Utility Vehicle**

**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 Oregon University System (OUS) Business Opportunities website to check for any available amendments or addendums; 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 questions and inquiries must be sent to:** oxendineM@sou.edu

***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.***

**INTRODUCTION:**

Southern Oregon University (SOU) is pleased to invite qualified and responsible Vendors to submit Bid Responses for a New 2014 model 4X4 Diesel Utility Vehicle, as further specified herein. This Invitation to Bid (ITB) will provide interested Vendors with sufficient information to prepare and submit Bid Responses for consideration by SOU. SOU encourages free and open competition among qualified Vendors.

**SCOPE OF WORK:**

**New 2014 model Kubota RTV1100 4X4 Diesel Utility Vehicles**

**REQUIREMENTS:**

Required Features

* At least 20 HP diesel engine.
* Must have a hydro transmission
* Must have 2 wheel drive and 4 wheel drive.
* Must have Hi and Low range in Forward.
* Must have Four Wheel braking.
* Must have a parking brake
* Must have a minimum of 6.5 inches ground clearance.
* Must have a minimum 1,250 lbs. towing capacity.
* Must have a minimum of 1,500 lbs. payload capacity.
* Cargo Bed must be able to load and hydraulically dump at least 1,000 lbs.
* Operating weight not to exceed 2,500lbs.
* Must come equipped with 4 all-terrain tires
* Must have Front bumper/guard.
* Must have hydraulic bed lift.
* Must come equipped with a Kubota quick-hitch mounting system compatible with Kubota B 2765 Snow Plow.
* Must have at least 2 hydraulic functions for the plow (up down and angle adjustment)
* Must be able to travel 25 MPH with a speedometer.
* Must have a dealership within 50 miles.
* Must come equipped with a rear utility screen to protect rear window.
* Must have front mud guards.
* Must be equipped with turn signals and brake lights
* Must have rear light guard’s
* Must meet current US safety standards.
* Must be equipped with safety-glass windshield with wiper.
* Must have work lights front and rear.
* Must have headlights.
* Must have Automatic Glow plug activation.
* Must have safety belt or restraint system.
* Must have warning system indicators for all critical systems.
* Must have full suspension.
* Must have rotating beacon on top.
* Must have fully enclosed cabin with sliding door windows.
* Must have side rear view mirrors
* Must have heater with defrost.
* Must be delivered to the Southern Oregon University Facilities Management and Planning building, fully set up ready to use.

Warranty Requirements

* A minimum of (1) year warranty on all parts and supplies.

**PROJECT TIME LINE:**

May 5, 2014 ITB Release Date

May 13, 2014 Written Questions due from Bidders by 4:00 PM, PDT

May 14, 2014 SOU’s Written Response to Questions by 5:00 p.m PDT

**May 22, 2014 Bids Due At SOU by 4:00 p.m, PST**

May 23, 2014 Notice of Intent-to-Award

May 30, 2014 SOU to issue Purchase Order to successful proposer

**SUBMITTAL REQUIREMENTS:**

Submit your Bid on your Company’s standard bid form signed by an officer of the company. **Attach complete specifications for the complete package of parts & supplies**. Submit Bids by hand, fax (541-552-6235) or email (souobid@sou.edu) to Southern Oregon University, c/o Drew Gilliland, Director, Facilities Management and Planning, 351 Walker Avenue, Ashland OR 97520 no later than **4:00 p.m. PST on May 22, 2104.**

**BID EVALUATION:**

The Award will be made to the responsive and responsible bidder with the lowest Bid received for the Two New 2014 model 4X4 Diesel Utility Vehicles that meets all of the Scope of Work specifications listed above.

**QUESTIONS FROM BIDDERS**

Questions or requests for clarification from Bidders regarding this Invitation to Bid shall be directed to Mike Oxendine, Interim Grounds Superintendent/Motor Pool Supervisor, 351 Walker Avenue, Ashland, OR 97520, E-mail: oxendineM@sou.edu by 4:00 PM PDT May 13, 2014. Any change or modification to the procurement process will be in the form of an addendum to this Invitation to Bid to be published by 5:00 p.m. PDT on May 14, 2014.

**Bid Response Format.** Bid Responses must be typewritten or prepared in ink and must be submitted on the forms provided in the ITB. No oral, verbal, telegraphic, telephone, or facsimile bids will be accepted. Email bids may be sent by due date to soubid@sou.edu.

**Signature on Bid Response.** Bid Responses must be signed in ink by an authorized representative of the Bidder. Signature on a Bid Response certifies that the Bid is made without connection with any person, firm or corporation making a Bid for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a Bid Response also certifies that the Bidder has read and fully understands all bid specifications, contract terms and conditions, and other bid requirements contained in this ITB. No consideration will be given to any claim resulting from bidding without comprehending all requirements of the ITB.

**Acceptance or Rejection of Bid Responses by SOU.** Unless all Bid Responses are rejected, SOU will award a Contract to the lowest price responsible Bidder. If the lowest price responsible Bidder does not execute the Contract, it will be awarded to the next lowest price responsible Bidder. SOU does reserve the right to reject all Bid Responses and to waive informalities, and to make either no bid awards or such awards as are determined to be in the best interest of SOU.

**STANDARD SOU CONTRACT TERMS AND CONDITIONS**

*(The following terms and conditions will govern the Contract entered into by the Contractor and SOU, resulting from this ITB.)*

**General Information.** By submission of a Bid Response to this ITB, Bidder indicates agreement to all terms, conditions, specifications and requirements contained in this ITB and any Addenda, regardless of whether such terms, conditions, specifications and requirements require a written response.

The selected Bidder will be expected to enter into a Contract for the Services to be provided based on the Terms and Conditions included in this Section of the ITB. These Terms and Conditions begin with **1.1** and continue through the end of this Section.

If Bidder has any questions, concerns or problems with the Terms and Conditions included in this Section, Bidder must indicate so in writing and submit such written questions, concerns or problems to SOU’s Contact Person no later than the date specified. Project Timeline, for “Written Questions due from Proposers”. Any protest to the specifications required in this ITB must be submitted no less than three business days following the issuance of this ITB or any subsequent addenda to this ITB.

If Bidder has any questions, concerns or problems with the Terms and Conditions included in this Section, Bidder must indicate so in writing and submit such written questions, concerns or problems to SOU’s Contact Person no later than the date specified. Project Timeline, for “Written Questions due from Proposers”. If Bidder has concerns about or problems with accepting any term or condition, Bidder should so state and include proposed substitute language in their written document. Acceptance of proposed substitute language, including agreement to negotiate on same, shall be at the sole discretion of SOU, and SOU is, in no way, obligated to consider modification of any of the Terms and Conditions contained herein. Failure to substantially accept these Terms and Conditions may result in the rejection of the Bidder’s Bid Response.

This ITB, including all its Sections; any Appendices, Attachments or Addenda; and all documentation provided to Bidders as part of or adjunct to this ITB, regardless of format or media, shall be incorporated into the Contract(s) by reference. The Bid Response, pricing information, written clarifications, and any other materials provided by Bidder and accepted by SOU will be incorporated into the Contract(s) by reference.

* 1. **DEFINITIONS:**

“**Agreement**” or “**Contract**” means the entire written agreement between the parties, including but not limited to any Work Order and any subsequent change notices. “**Contractor**” means a person or organization with whom SOU has contracted for the purchase of goods or services. “**Contract Execution”** is the date of Contract signature by the duly authorized representatives of the respective parties; and if the actual dates of signature differ, the latest date of signature shall be considered the Contract Execution date for the purposes of defining Contract Term. The terms “**Contractor**” and “**Seller**” as used in the Uniform Commercial Code (ORS Chapter 72) are synonymous. “**ORS**” means Oregon Revised Statutes. “**SOU**” means the State of Oregon acting by and through the State Board of Higher Education on behalf of Southern Oregon University, making the purchase and is synonymous with “**Buyer**” as used in ORS Chapter 12.

* 1. **ACCESS TO RECORDS:**Contractor shall maintain all records pertinent to this Agreement in such a manner as to clearly document Contractor’s performance. Contractor acknowledges and agrees that SOU, the Oregon Secretary of State’s Office, federal government, and their duly authorized representatives shall have access to such fiscal records and other books, documents, paper, plans and writings of Contractor that are pertinent to this Agreement to perform examination and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or relating to this Agreement, whichever date is later.
	2. **AMENDMENTS:**The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without the prior written approval of SOU.
	3. **APPROVALS:**
	No work shall commence under this Agreement until the Agreement has been approved and signed by all parties.
	4. **ASSIGNMENT/SUBCONTRACT:**Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of SOU. No such written approval shall relieve Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to the Agreement as if no such assignment had occurred.
	5. **BREACH OF AGREEMENT:**
	If Contractor breaches any of the provisions of this Agreement, SOU reserves the right to cancel this Agreement effective immediately upon written notice to Contractor. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by SOU as the result of Contractor’s breach of Agreement. SOU shall also have any and all remedies provided under the Uniform Commercial Code (ORS chapter 72) or other applicable law in the event of breach of Agreement by Contractor.
	6. **CAPTIONS:**
	The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.
	7. **CASH DISCOUNT:**
	If SOU is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.
	8. **COMPLIANCE WITH APPLICABLE LAW:**
	Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the goods to be purchased and the work to be done under this Agreement. Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law 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 the laws. Failure to comply with such requirements shall constitute a breach of Agreement and shall be grounds for Agreement cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.
	9. **CONFIDENTIAL INFORMATION:**
	 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to SOU or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Agreement shall be deemed confidential information of SOU and of State (“Confidential Information”). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than in the performance of the Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor agrees that Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement, or at SOU’s request, Contractor will turn over to SOU all documents, papers and other material in Contractor’s possession which contain Confidential Information.
	10. **CONFLICT OF INTEREST:**Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.
	11. **CONSIDERATION:**The consideration paid in this Agreement represents the total amount of remuneration for goods and services.
	12. **CONSTITUTIONAL LIMITATION:**

 Notwithstanding any other provision of this Agreement, all obligations of SOU pursuant to this Agreement are subject to the limitations of Article XI, Section 7 of the Oregon Constitution.

* 1. **CONTRACT TERM:**

The initial term of this Agreement shall be one (1) year from the date of Contract Execution.

* 1. **DEFAULT:**SOU by written notice of default (including breach of Agreement) to Contractor may terminate the whole or any part of this Agreement: (a) If Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or (b) If Contractor no longer holds a license or certificate that is required for Contractor to perform services under the contract, and Contractor has not obtained such license or certificate within ten (10) business days after delivery of SOU’s notice; or (c) If Contractor fails to provide services or materials called for by this agreement within the time specified herein or any extension thereof; or (d) If Contractor fails to perform any of the other provisions of this Agreement , or fails to pursue the work so as to endanger performance of this Agreement in accordance with its term and, after receipt of written notice from SOU, fails to correct such failures within 10 days or such longer period as SOU may authorize. The rights and remedies of SOU provided in the above clause related to defaults (including breach of Agreement) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by SOU as the result of Contractor’s breach of Agreement. In the event of repeated breach of public and/or private contracts, Contractor shall be subject to possible disqualification as a bidder on future SOU contracts.
	2. **DELIVERY:
	*All deliveries shall be F.O.B. destinations with all transportation and handling charges being paid by Contractor.*** Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance, when responsibility shall pass to SOU except as to latent defects, fraud and Contractor’s warranty obligations.
	3. **ECONOMIC OPPORTUNITIES:**Contractor shall, when applicable, have made good faith efforts to subcontract or establish joint ventures with or obtain materials to be used in performing the agreement from minority, women, or emerging small business enterprises.
	4. **FORCE MAJEURE:**Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party’s reasonable control. SOU may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the Agreement. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under this Agreement.
	5. **GOVERNING LAW:**This Agreement 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, suit or proceeding (collectively “claim”) between SOU and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then 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 AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**1.20 INDEMNIFICATION:**

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 Agreement, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, indemnify, and hold harmless the State of Oregon, the Oregon University System, the State Board of Higher Education, SOU, and their agencies, subdivisions, officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities or omissions of Contractor or its officers, employees, subcontractors, or agents acting under this Agreement.

* 1. **NO THIRD PARTY BENEFICIARIES:**SOU and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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 the Agreement.
	2. **NONDISCRIMINATION:**Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
	3. **NOTICES AND REPRESENTATIVES:**All notices, certificates, or other communications rendered shall be sufficiently given when delivered or mailed postage prepaid to the representatives of the parties at their designated places of business as follows: a) to SOU at Facilities Management and Planning Office, as set forth on Page 2 of the solicitation document, and b) to Contractor as set forth on the Bid or Proposal Statement. 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 satisfactory receipt of the transmission is generated by the transmitting machine. To be effective against SOU, such facsimile transmission must be confirmed by telephone notice to SOU’s contracting representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
	4. **PAYMENT:**Southern Oregon University shall pay, upon its acceptance and Contractor invoice, the cost of the goods. Payment for completion of SOU contracts are normally made within 30 days following the date the entire order is delivered or the date the accurate and complete invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to two-thirds of one percent per month (8% per annum) on the outstanding balance per (ORS 293.462).
	5. **PAYMENTS REQUIRED:**For all goods and services provided under this Agreement, Contractor shall: (a) pay promptly, as due, all persons supplying labor or material; (b) pay all contributions or amounts due the industrial accident insurance provider from the Contractor or any subcontractors; (c) not permit any lien or claim to be filed or prosecuted against SOU therefore; and (d) pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
	6. **SOU PAYMENT OF CONTRACTOR CLAIMS:**If Contractor fails, neglects, or refuses to pay promptly, as due, any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with the goods, or services if applicable, provided under this Agreement, SOU may pay such claim and charge the amount of the payment against funds due or to become due the Contractor under this Agreement. The payment of a claim by SOU pursuant to this paragraph shall not relieve the Contractor or its surety, if any, 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.
	7. **SAFETY AND HEALTH REQUIREMENTS:**Equipment and services supplied shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers’ Compensation Department.
	8. **SEVERABILITY:**If any provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid.
	9. **SUCCESSORS IN INTEREST:**The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
	10. **TAX COMPLIANCE CERTIFICATION:**
	Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of the Contractor’s knowledge the Contractor is not in violation of any of the tax laws described in ORS 305.380(4).
	11. **TAXES – FEDERAL, STATE & LOCAL:**
	SOU will not be responsible for any taxes coming due as a result of this Agreement, whether federal, state, or local. It is agreed that Contractor has anticipated these taxes and included them in the proposal.
	12. **TERMINATION:**

a. This Agreement may be terminated for convenience at any time by mutual consent of both parties.

b. SOU may also terminate this Agreement effective upon delivery of written notice to Contractor or at such later date as may be established by SOU under any of the following conditions:

1) if federal or state regulations or guidelines are modified or changed in such a way that the materials or services are no longer allowable or appropriate for purchase under this Agreement; or

2) if SOU fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by the SOU budget or spending plan and SOU determines, in its assessment and ranking of the policy objectives explicit or implicit in the SOU budget or spending plan, that it is necessary to terminate this Agreement.

* 1. **Bid Response Format.** Bidders are encouraged to use the following format in submitting their Bid Responses. Failure to do so may result in rejection of Bidder’s Bid Response.
1. Cover Letter referencing this ITB that summarizes Bidder’s qualifications to meet the requirements and provide the equipment specified in this ITB.
2. Clear indication of compliance with specifications detailed in this ITB. Include any items with which Bidder cannot comply in whole or in part, if Bidder so chooses to indicate any such non-compliance.
3. Pricing per format described above. Bidders are required to provide pricing for the item. Since this ITB is intended to result in a one-year Contract (Price Agreement), Bidders may also provide pricing for the “Additional Equipment” listed in the table. It is NOT a mandatory requirement for Bidders to provide this additional pricing but if they choose to do so, that pricing will be good for the term of the Contract and SOU, as well as others pursuant to this ITB, may choose to simply purchase this equipment using the Contract if it is in the best interest of the parties to do so.
4. Certification of Compliance with Oregon Tax Laws (Attachment A).
5. Signature of Bidder’s Duly Authorized Representative (Attachment B).

**EVALUATION, SELECTION AND BID AWARD**

* 1. **Bid Response Evaluation.** Bid Responses will be reviewed and evaluated for compliance with the requirements detailed in this ITB. Bidders should make every effort to ensure that they are compliant with all requirements and such compliance can be easily determined by SOU. In the event that SOU cannot easily determine compliance with a particular ITB requirement, SOU may reject the Bid Response as non-compliant or seek further clarification from the Bidder should it be in SOU’s best interest to do so. Bid Responses that do not comply with all mandatory requirements of this ITB will likely be rejected by SOU.
	2. **Bid Response Selection and Award.** The basis of any bid award shall be lowest cost, provided the Bidder has met all mandatory requirements as defined in this ITB. The lowest cost shall be the “Grand Total” of the items listed. While SOU would expect Bidders to offer cost effective pricing for the additional items, should they choose to include such pricing, the pricing for these additional items will NOT be included in the bid evaluation. SOU does reserve the right to not award this bid to any of the Bidders if it is in the best interest of SOU to do so.

**Attachment A:**

I, the undersigned duly authorized representative of the Bidder, hereby certify that the Bidder is not, to the best of my knowledge, in violation of any Oregon tax law. For purpose of this certification, “Oregon tax laws” are ORS Chapters 118, 119, 314, 316, 317, 318, 320, 321 and 323, and Sections 10 to 20, Chapter 533, Oregon Laws 1981 as amended by Chapter 16, Oregon Laws 1982 (Special Session); the Homeowners and Renters Property Tax Relief Program under ORS 310.630 to 310.690; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

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

 (Printed/Typed Name)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature – ***in ink***)

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

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

**ATTACHMENT B:**

SIGNATURE OF BIDDER’S DULY

AUTHORIZED REPRESENTATIVE

*THIS BID RESPONSE MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER; ANY ALTERATIONS OR ERASURES TO THE BID RESPONSE MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.*

The undersigned agrees and certifies that he/she:

1. Has read and understands all Bid Response instructions, specifications, and terms and conditions contained in this ITB (including the Attachments);
2. Is an authorized representative of the Bidder, that the information provided in this Bid Response is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of Bidder’s Bid Response or termination of Contract;
3. Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein; and
4. Will furnish the designated material item(s) and/or related service(s) in accordance with the Bid Response and the Contract.

BIDDER WILL PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR

SOCIAL SECURITY NUMBER WITH SUBMISSION OF BID RESPONSE.

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

 (Printed/Typed Name)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature – ***in ink***)

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

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

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

 Contact Person (Type or Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 FAX Number: (\_\_\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Questions or requests for clarification from Proposers regarding this Invitation to Bid shall be directed to Mike Oxendine, Interim Grounds Superintendent/Motor Pool Supervisor, 351 Walker Avenue, Ashland, OR 97520, E-mail: oxendineM@sou.edu by **4:00 PM May 13**. Any change or modification to the procurement process will be in the form of an addendum to this RFP.