



**INVITATION TO BID  
No. B-2021-005509-TJ**

**Audio/Visual components for the Edward J Ray Building**

**CLOSING**  
March 12th, 2021 (3:00 PM, PT)

**SUBMITTAL LOCATION**

Oregon State University  
Procurement, Contracts and Materials Management  
644 SW 13<sup>th</sup> Avenue  
Corvallis, Oregon 97333

OSU Procurement, Contracts and Materials Management Offices are open Monday through Friday 8:00 am-12:00 noon and 1:00 pm-5:00 pm.  
Offices are closed during the 12:00 noon-1:00 pm lunch hour.

**ELECTRONIC SUBMITTAL ADDRESS**

[bids@oregonstate.edu](mailto:bids@oregonstate.edu)

## 1.0 GENERAL

### 1.01 SCHEDULE OF EVENTS

- Issue Date..... March 5th, 2021
- Deadline for Requests for Clarification or Change..... March 10th, 2021 (5:00 pm, PT)
- Closing..... March 12th, 2021 (3:00 pm, PT)

This Schedule of Events is subject to change. Any changes will be made through the issuance of written Addenda.

### 1.02 PRE-BID CONFERENCE

A Pre-Bid Conference will not be held.

### 1.03 ISSUING OFFICE

The Procurement, Contracts and Materials Management (PCMM) department of Oregon State University ("OSU") is the issuing office and is the sole point of contact for this Invitation to Bid. Address all concerns or questions regarding this Invitation to Bid to the Administrative Contact identified below.

### 1.04 ADMINISTRATIVE CONTACT

Name: Thomas James  
Title: Purchasing Analyst  
Telephone: 541-737-3423  
E-Mail: thomas.james@oregonstate.edu

### 1.05 DEFINITIONS

As used in this Invitation to Bid, the terms set forth below are defined as follows:

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Invitation to Bid.
- b. "Exhibits" means those documents which are attached to and incorporated as part of the Invitation to Bid.
- c. "Bid" means an offer, binding on the Bidder and submitted in response to an Invitation to Bid.
- d. "Bidder" means an entity that submits a Bid in response to an Invitation to Bid.
- e. "Closing" means the date and time specified in a solicitation document as the deadline for submitting offers.
- f. "Days" means calendar days, including weekdays, weekends, and holidays, unless otherwise specified.
- g. "Invitation to Bid" (ITB) means a formal request to obtain competitive offers from entities including prices based on the specifications, scope of work and contractual terms and conditions identified in the request. This is a process where the basis for award of the contract, when all requirements or selected options included in the request are met, is price.
- h. "Responsible" means when an entity has demonstrated their ability to perform satisfactorily under a contract by meeting the applicable standards of responsibility outlined in OSU Standard 03-015 Procurement Solicitations and Contracts, Sec. 5.16.3.i.
- i. "Responsive" means when the solicitation response is substantially compliant in all material respects with the criteria outlined in a Invitation to Bid.
- j. "Sealed" means a solicitation response to a solicitation document that has not been opened by the university or a solicitation response delivered by electronic means that has not been distributed beyond university personnel responsible for receiving the electronically submitted solicitation response.
- k. "Signed" means any mark, word, or symbol that is made or adopted by an entity indicating an intent to be bound.
- l. "Solicitation response" means a binding offer submitted by an entity in response to a solicitation document issued by the university.
- m. "Work" means the furnishing of all materials, equipment, labor, transportation, services, and incidentals necessary to successfully complete any individual item or the entire contract and carrying out and completion of all duties and obligations imposed by the contract.

## 2.0 INTRODUCTION AND BACKGROUND

### 2.01 INTRODUCTION

Procurement, Contracts and Materials Management is seeking Responsive Responsible Bidders to submit Bids for Audio/Visual components for the Edward J Ray Building being constructed at its OSU Cascades Campus.

### 2.02 BACKGROUND

This Invitation to Bid is for the Audio/Visual components that comprise the presentation systems in the 2nd Academic Building (Edward J Ray Building) being constructed at OSU-Cascades in Bend, Oregon. All Audio/Visual systems will be used for OSU course related classes, labs, seminars, etc. to the completion of students earning their BS, BA or Masters. Research will be conducted in some spaces, and meetings in others. The multi-use spaces will provide flexibility for other events and meetings as designated by the OSU-Cascade faculty and staff.

### 2.03 OREGON STATE UNIVERSITY

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. Oregon State is one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. Oregon State is also the only Oregon institution to have earned both Carnegie Foundation classifications for Highest Research Activity and Community Engagement, a recognition of the depth and quality of its graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, Oregon State has a presence in all of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. Oregon State offers undergraduate, master's and doctoral degrees through 11 academic colleges enrolling more than 31,000 students from every county in Oregon, every state in the country and more than 110 nations.

## 3.0 SPECIFICATIONS

### 3.01 REQUIRED SPECIFICATIONS

In order to qualify as a Responsive Bid, the Bid needs to meet the required specifications below:

- a. Equipment as outlined below in this section.
- b. Brand Specific, NO SUBSTITUTIONS,
  - i. Any item that is declared EOL (end of life)/discontinued and no longer available, will have the next appropriate item to take it's place approved by OSU Academic Technology.
- c. Shipping charges must be included in the price.
  - i. When considering shipping costs, please note the two separate item lists below with different delivery addresses.

**The items listed below have the following delivery address:**

Oregon State University  
Don De Mello  
165 SW Sackett Place, LINC 466  
Corvallis, OR 97331  
541-908-8484

Qty	Manufacturer	Model	Description
1	BIAMP	FORTE AI	12X8 Audio DSP
1	BIAMP	DEVIO SRC-25, W/TCM-X	Soft Client Conferencing Hub with overhead microphone (WHITE)

1	BIAMP	TCM-X	Additional ceiling mounted microphone (WHITE)
1	BIAMP	Tesira Forte VI	DSP
2	CHIEF	<a href="#">CMS-006W</a>	Ext. Column
8	CHIEF	CSSMP15X10	Proximity Component Storage Panel, Sliding
14	CISCO	SG110D-08	8-Port, Gigabit Unmanaged Desktop Switch
Qty	Manufacturer	Model	Description
1	CISCO	SG300-28MP	28-Port Gigabit Max-PoE Managed Switch. <b><i>This item may or may not be discontinued. If quoting a replacement unit it would need to be a Cisco 28-port PoE Managed Switch (or, as close to this unit with no less than 28 data ports, and MUST be PoE). In addition, the line item directly below for CONT-SNT-SG3021NA is the specific coverage for SG300-28MP. If you do quote a different model, please also update the applicable coverage.</i></b>
1	CISCO	CONT-SNT-SG3021NA	1 Year Z Care; for SG300-28MP
4	CISCO	SG350-10P	10-Port Gigabit PoE Managed Switch
19	CRESTRON	AM-200	AirMedia Wireless Presentation System
2	CRESTRON	AMP 1200-70	Single-Channel Module Powered Amplifier, 200w, 70V
2	CRESTRON	AMP-2110-HT	2x210W Commercial Power Amplifier, 4/8? or HighPower 70V
16	CRESTRON	AMP-2110T	2x210W Commercial Power Amplifier, 4/8ohms, 70/100V
8	CRESTRON	CBL-HD-1.5	HDMI-HDMI Certified Cable 1.5'
47	CRESTRON	CBL-HD-12	HDMI-HDMI Certified Cable 12'
30	CRESTRON	CBL-HD-3	HDMI-HDMI Certified Cable 3'
85	CRESTRON	CBL-HD-6	HDMI-HDMI Certified Cable 6'
1	CRESTRON	CP3N	3-Series Control System
1	CRESTRON	DM MD8x8-CPU3	8x8 DigitalMedia Switcher
1	CRESTRON	DMC-4K-HDO	2-Channel 4K Scaling HDMI Output Card
2	CRESTRON	DMC-4KZ-C-DSP	DigitalMedia 8G+ 4K60 4:4:4 HDR Input Card w/Downmixing, HDBaseT Compatible
2	CRESTRON	DMC-4KZ-CO-HD	2-Channel DigitalMedia 8G+ 4K60 4:4:4 HDR Output Card
3	CRESTRON	DMC-4KZ-HD-DSP	HDMI 4K60 4:4:4 HDR Input Card w/Downmixing
3	CRESTRON	DMC-SDI	3G-SDI Input Card
3	CRESTRON	DM-NVX-D30	DM NVX 4K60 4:4:4 HDR Network AV Decoder
14	CRESTRON	DM-NVX-D80-IOAV	DM NVX 4K60 4:4:4 HDR Network AV OPS Decoder
2	CRESTRON	DM-NVX-E30	DM NVX 4K60 4:4:4 HDR Network AV Encoder
1	CRESTRON	DM-NVX-E350	DM NVX 4K60 4:4:4 HDR Network AV Encoder
2	CRESTRON	DMPS3-300-C	3-Series DigitalMedia Presentation Systems, 300
16	CRESTRON	DMPS3-4K-150-C	3-Series 4K DigitalMedia Presentation System 150
20	CRESTRON	DM-TX-4KZ-100-C-1G-W-T	DigitalMedia 8G+ 4K60 4:4:4 HDR Wall Plate Transmitter, White
4	CRESTRON	HD-EXT3-C-W-SYS	4K HDMI over HDBaseT Extender w/IR & RS-232, White

34	CRESTRON	PWE-4803RU	PoE Injector
14	CRESTRON	TS-770-B-S	7in Tabletop Touch Screen, Black Smooth
6	CRESTRON	TSW-570-B-S	5 Inch Wall Mount Touch Screen, Black, Smooth
3	CRESTRON	TSW-770-B-S	7 Inch Wall Mount Touch Screen, Black Smooth
3	CRESTRON	UC-SB1-CAM	UC Video Conference Smart Soundbar & Camera
16	EXTRON	60-1399-02	Cable Cubby 202
4	EXTRON	60-583-11	CPM101 One-Gang AV Connectivity Frame
10	EXTRON	70-315-11	MAAP Single Blank Plate, Black
6	EXTRON	70-617-12	One MAAP HDMI Female to Female on 10" Pigtail
2	FILMTOOLS	18960	Teenie Weenie 75mm VESA Mount
17	LISTEN TECHNOLOGIES	<a href="#">LA-123</a>	90 Degree Helical Antenna (72MHZ)
<b>Qty</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Description</b>
17	LISTEN TECHNOLOGIES	<a href="#">LA-326</a>	Universal Rack Mounting Kit
17	LISTEN TECHNOLOGIES	<a href="#">LT-800-072-01</a>	Stationary RF Transmitter (72 MHZ)
4	MAGEWELL	32060	USB Capture HDMI Gen2
1	MAGEWELL	32070	USB Capture SDI Gen2
2	MARSHALL	CVM-11	Heavy-Duty C-Clamp
4	MIDDLE ATLANTIC	D2	2RU Rack Drawer
17	MIDDLE ATLANTIC	RRF14	Rackrail (14 RU Space)
1	MIDDLE ATLANTIC	U1	1RU Rack Shelf
3	NEC	SB-07	HDBaseT Input Card
3	PTZOPTICS	HCM-1-WH	PTZ Camera Mount (White)
3	PTZOPTICS	PT12X-SDI-WH-G2	PTZ 12X-SDI Gen2 Live Streaming Camera (White)
18	SHURE	QLXD124/85 (G50)	Handheld and Lavalier Combo Wireless Microphone System
36	SHURE	SB900A	Rechargeable Lithium-ion Battery
18	SHURE	SBC200US	DualDock Recharging Station w/Power Supply
12	SNAP AV	WB-300-IP-3	3-Outlet IP Controllable Power Conditioner
19	SNAP AV	WB-800-IPVM-12	12-Port IP Controllable Power Conditioner
2	TITAN	T2EQ-C8X5-MW	Space-Saving, Pivoting Titan Elite Ceiling Mount
5	WOLFVISION	VZ-3neo	Desktop Visualizer System VZ-3neo
5	WOLFVISION	VZ-3neo Swivel	VZ-3neo Swivel Base

**The items listed below have the following delivery address:**

Oregon State University-Cascade Campus  
 Jarrod Penttila - Ray Hall  
 1500 SW Chandler Ave  
 Bend, OR 97702

Qty	Manufacturer	Model	Description
19	CHIEF	RPMA324	RPA Elite Custom Projector Mount with Keyed Lock
3	NEC	C751Q	Multisync 75" Ultra High Definition LED Monitor
3	NEC	C551	55" Commercial Display
17	NEC	C651Q	65" MultiSync LCD Professional Large Format Display
1	NEC	C861Q	86" Ultra High Definition Commercial Display
2	NEC	SB-07	HDBaseT Input Card
19	PANASONIC	PT-RZ570W	Solid Shine WUXGA Laser Projector

**3.02 TERMS AND CONDITIONS**

OSU's terms and conditions governing the purchase resulting from this ITB are included at Exhibit A.

**4.0 BIDDER QUALIFICATIONS**

**4.01 MINIMUM QUALIFICATIONS**

**In order to qualify as a Responsive Bidder, the Bidder needs to meet the minimum qualifications below.**

- a. Bidder is an authorized reseller or original manufacturer of the equipment requested.**
- b. Bidder provides ongoing technical support and maintenance either as a reseller or directly through the original manufacturer of the equipment.**
- c. Bidder has been in business for at least three years providing the type of equipment requested.**

**5.0 REQUIRED SUBMITTALS**

**5.01 QUANTITY OF BIDS**

Submit one (1) electronic copy via any of the methods detailed in the section below titled SUBMISSION. Bids should contain original signatures on any pages where a signature is required (in the case of electronic submissions, either electronic signatures or scans of hand-signed pages should be included). **Bids should contain the submittals listed in this section below.**

**5.02 REQUIRED SUBMITTALS**

It is the Bidder's sole responsibility to submit information in fulfillment of the requirements of this Invitation to Bid. **If submittals are not substantially compliant in all material respects with the criteria outlined in the Bid, it will cause the Bid to be deemed non-Responsive.**

Bidders **must** submit the following information:

Required Submittals:	Check Off
Description of how the goods or services offered satisfy the specifications described in section 3.	<input type="checkbox"/>
<b>Detailed information about how the Proposer meets the minimum qualifications described in section 4.</b>	<input type="checkbox"/>

Exhibit B: Certifications, fully completed.	<input type="checkbox"/>
Exhibit C: References, fully completed.	<input type="checkbox"/>
Exhibit D: Bid Price Form. An alternative "Price/quote" form may be accepted at OSU's discretion.	<input type="checkbox"/>

<b>6.0 EVALUATION</b>
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**6.01 EVALUATION**

Bids will be evaluated to determine the lowest Responsive Responsible Bidder based upon the Invitation to Bid, Exhibits and Addenda. In the event of a discrepancy between unit prices and extended (arithmetically calculated) prices, unit prices will prevail over extended prices. OSU may engage in any of the processes identified in the applicable Oregon Revised Statutes, Oregon Administrative Rules and Oregon State University Standards to determine Contract award.

**6.02 INVESTIGATION OF REFERENCES**

OSU reserves the right to investigate and to consider the references and the past performance of any Bidder with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

**6.03 CONTRACT AWARD**

Contract will be awarded to the lowest Responsive Responsible Bidder. If a successful Contract cannot be completed after award, OSU may rescind its award to that Bidder and award the next lowest Responsive Responsible Bidder.

<b>7.0 INSTRUCTIONS TO BIDDERS</b>
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**7.01 APPLICABLE STATUTES AND RULES**

This Invitation to Bid is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Policies and Procedures.

**7.02 COMMUNICATIONS DURING BID PROCESS**

In order to ensure a fair and competitive environment, direct communication between OSU employees other than the Administrative Contact or other PCMM representative and any party in a position to create an unfair advantage to Bidder or disadvantage to other Bidders with respect to the Bid process or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Bidder(s) not selected for award ends with the conclusion of the appeal period identified in OSU Standard 03-015, Sec. 5.20.8(b) and for Bidders(s) selected for award ends with the contract execution. This restriction does not apply to communications to other OSU employees during a Pre-Bid conference or other situation where the Administrative Contact has expressly authorized direct communications with other staff. A Bidder who intentionally violates this requirement of the Bid process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Bid rejected due to failing to comply with all prescribed solicitation procedures. The rules governing rejection of individual solicitation responses and potential appeals of such rejections are at OSU Standard 03-015, Sec. 5.20.

**7.03 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS**

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Bidders may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Bids are based on equivalent products, indicate in the Bid form the

manufacturers' name and number. Bidders shall submit with their Bid, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Bid will not satisfy this provision. Bidders shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the ITB.

#### 7.04 REQUESTS FOR CLARIFICATION OR CHANGE

Requests for clarification or change of the Invitation to Bid must be in writing and received by the Administrative Contact no later than the Deadline for Request for Clarification or Change as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Bidder's request. OSU will consider all timely requests and, if acceptable to OSU, amend the Invitation to Bid by issuing an Addendum. Envelopes, e-mails or faxes containing requests must be clearly marked as a Request for Clarification or Change and include the ITB Number and Title.

#### 7.05 ADDENDA

Only documents issued as written Addenda by PCMM serve to change the Invitation to Bid in any way. No other direction received by the Bidder, written or verbal, serves to change the Invitation to Bid. Addenda will be publicized on the OSU procurement website. Bidders are advised to consult the OSU procurement website prior to submitting a Bid in order to ensure that all relevant Addenda have been incorporated into the Bid. Bidders are not required to submit Addenda with their Bid. However, Bidders are responsible for obtaining and incorporating any changes made by Addenda into their Bid. Failure to do so may make the Bid non-Responsive, which in turn may cause the Bid to be rejected.

#### 7.06 PREPARATION AND SIGNATURE

All Required Submittals must be written or prepared in ink and signed in ink by an authorized representative with authority to bind the Bidder. Signature certifies that the Bidder has read, fully understands, and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid.

#### 7.07 PUBLIC RECORD

Upon completion of the Invitation to Bid process, information in all Bids will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Bid contains what the Bidder considers a "trade secret" the Bidder must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

#### 7.08 SUBMISSION

Bids must be received in the PCMM office no later than the Closing; it is the Bidder's responsibility to ensure that the Bid is received prior to the Closing indicated in this ITB, regardless of the method used to submit the Bid. Bids may be submitted via the following method(s):

- 1) Electronic copy in PDF format included as attachment(s) in an e-mail sent to [bids@oregonstate.edu](mailto:bids@oregonstate.edu). The e-mail subject line should contain the ITB No. and ITB title. Only those Bids received at this e-mail address by the Closing will be considered Responsive; do not e-mail a copy of the Bid to any other e-mail address. Bids submitted directly to the Administrative Contact e-mail address will NOT be considered Responsive. It is highly recommended that the Bidder confirms receipt of the email with the Administrative Contact noted above or by calling 541-737-4261. The Administrative Contact may open the e-mail to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Bid, or address the overall Responsiveness of the Bid.

All Bids, including those submitted through electronic methods (if allowed), must contain written signatures indicating intent to be bound by the offer. If the Bidder submits multiple versions of the Bid via different methods and does not explicitly direct OSU as to which version to use, OSU will determine which version of the Bid will



be used for evaluation.

#### 7.09 MODIFICATION

Prior to submittal, Bidders should initial modifications or erasures in ink by the person signing the Bid. After submittal but prior to the Closing, Bids may be modified by submitting a written notice indicating the modifications and a statement that the modification amends and supersedes the prior Bid. After the Closing, Bidders may not modify their Bid.

#### 7.10 WITHDRAWALS

A Bidder may withdraw their Bid by submitting a written notice to the Administrative Contact identified in this Invitation to Bid prior to the Closing. The written notice must be on the Bidder's letterhead and signed by an authorized representative of the Bidder. The Bidder, or authorized representative of the Bidder, may also withdraw their Bid in person prior to the Closing, upon presentation of appropriate identification and evidence of authority to withdraw the Bid satisfactory to OSU.

#### 7.11 LATE SUBMITTALS

Bids and written notices of modification or withdrawal must be received no later than the Closing (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office must be no later than the Closing). OSU may not accept or consider late Bids, modifications, or withdrawals except as permitted in OSU Standard 03-015, Sec 5.9. Sole responsibility rests with the Bidder to ensure OSU's receipt of its Bid prior to the Closing. OSU shall not be responsible for any delays or misdeliveries caused by common carriers or by transmission errors, malfunctions, or electronic delays. Any risks associated with physical delivery or electronic transmission of the Bid are borne by the Bidder.

#### 7.12 BID OPENING

Bids will be opened immediately following the Closing at the Submittal Location. Bidder may attend the Bid opening. Only the names of the Bidders submitting Bids will be announced. No other information regarding the content of the Bids will be available.

#### 7.13 BIDS ARE OFFERS

The Bid is the Bidder's offer to enter into a Contract pursuant to the terms and conditions specified in the Invitation to Bid, its Exhibits, and Addenda. The offer is binding on the Bidder for one hundred twenty (120) days. OSU's award of the Contract constitutes acceptance of the offer and binds the Bidder. The Bid must be a complete offer and fully Responsive to the Invitation to Bid.

#### 7.14 CONTINGENT BIDS

Bidder shall not make its Bid contingent upon OSU's acceptance of specifications or contract terms that conflict with or are in addition to those in the Invitation to Bid, its Exhibits, or Addenda.

#### 7.15 RIGHT TO REJECT

OSU may reject, in whole or in part, any Bid not in compliance with the Invitation to Bid, Exhibits, or Addenda, if upon OSU's written finding that it is in the public interest to do so. OSU may reject all Bids for good cause, if upon OSU's written finding that it is in the public interest to do so. Notification of rejection of all Bids, along with the good cause justification and finding of public interest, will be sent to all who submitted a Bid.

#### 7.16 AWARDS

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. OSU reserves the right to delete any item from the award when deemed to be in the best interest of OSU.

#### 7.17 LEGAL REVIEW

Prior to execution of any Contract resulting from this Invitation to Bid, the Contract may be reviewed by a qualified attorney for OSU pursuant to the applicable Oregon Revised Statutes, Oregon State University Standards and Oregon Administrative Rules. Legal review may result in changes to the terms and conditions specified in the

Invitation to Bid, Exhibits, and Addenda.

#### 7.18 BID RESULTS

A written notice of intent to award will be issued to all Bidders. The Bid file will be available for Bidder's review during the appeal period at the PCMM Department. Bidders must make an appointment with the Administrative Contact to view the Bid file. After the appeal period, the file will be available by making a Public Records Request to OSU Office of General Counsel.

#### 7.19 BID PREPARATION COST

OSU is not liable for costs incurred by the Bidder during the Invitation to Bid process.

#### 7.20 BID CANCELLATION

If an Invitation to Bid is cancelled prior to the Closing, all Bids that may have already been received will be returned to the Bidders. If an Invitation to Bid is cancelled after the Closing or all Bids are rejected, the Bids received will be retained and become part of OSU's permanent Bid file.

#### 7.21 APPEALS OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Bidder who feels adversely affected or aggrieved may submit an appeal within three (3) business days after OSU issues a notice of intent to award a Contract. The appeal must be clearly identified as an appeal, identify the type and nature of the appeal, and include the Invitation to Bid number and title. The rules governing appeals are at OSU Standard 03-015, Sec. 5.20.

## EXHIBIT A TERMS AND CONDITIONS

These Standard Terms and Conditions for Goods shall govern the purchase by OSU from the Contractor and shall replace and supersede any terms and conditions presented by Contractor or any sales quotations, order acknowledgements, or similar forms unless otherwise specified in the Solicitation Documents or on the face of the Purchase Order issued by OSU.

### 1. DEFINITIONS:

As used in this Contract, the terms set forth below are defined as follows:

- a. "Contract" means only the documents listed below, which, in the event of any conflicts among them, must be interpreted in the following order of precedence:
  - i. The Solicitation Document and its Attachments and Addenda, if any; and
  - ii. The Purchase Order Issued by OSU
- b. "Contractor" means a person or organization with whom OSU has contracted for the provision of goods pursuant to this Contract;
- c. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from Contractor's performance of this Contract;
- d. "OAR" means the Oregon Administrative Rules;
- e. "ORS" means the Oregon Revised Statutes;
- f. "OSU" means Oregon State University.
- g. "Solicitation Document" means the Request for Quotes, Invitation to Bid, Request for Proposals, or any other written document issued by OSU that outlines the required specifications necessary to submit a responsive quote, bid, proposal, or any other response;

### 2. ACCESS TO RECORDS:

Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. OSU, or if OSU's order is funded by the federal or state government, the federal or state 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. Contractor shall maintain such books and records for OSU's review for at least six years beyond the Term of the Contract unless OSU authorizes a shorter period in writing. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU.

### 3. AFFIRMATIVE ACTION:

Pursuant to OAR 580-061-0030, Contractor certifies that Contractor has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

### 4. APPLICABLE LAW; JURISDICTION AND VENUE.

- a. This Contract is governed and shall be construed in accordance with the laws of the State of Oregon, without resort to any other jurisdiction's conflict of law rules or doctrines. Any claim, action, or suit between OSU and Contractor that arises out of or relates to performance of this Contract must be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon.
- b. Notwithstanding the foregoing paragraph, if a claim must be brought in federal forum, it must be brought and adjudicated solely and exclusively in the United States District Court for the District of Oregon. This paragraph applies to a claim brought against OSU only to the extent Congress has validly abrogated OSU's sovereign immunity and is not consent by OSU to be sued in federal court. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.
- c. Except as set forth in the paragraph above, the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

### 5. ASSIGNMENT/SUBCONTRACT/SUCCESSORS:

Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the OSU Procurement and Contract Services Department, and any attempt by Contractor to assign, sell, transfer, or subcontract rights or delegate responsibilities under this Contract, without first acquiring written approval of the OSU Procurement and Contract Services Department, is void. No such written approval from OSU relieves Contractor of any obligations of this Contract, however, and any assignee, new owner, transferee or subcontractor will be considered an agent of Contractor. Contractor shall remain liable to OSU under the Contract as if no such assignment, sale, transfer, or subcontract had occurred. The provisions of this Contract are binding upon and will inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.

### 6. COMPLIANCE WITH APPLICABLE LAW:

Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

### 7. CONFIDENTIALITY:

This Contract is subject to the limitations and conditions of the Oregon Public Records Law, ORS 192.410-192.505.

### 8. DELIVERY:

All deliveries are F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in the Solicitation Documents or on the face of the Purchase Order issued by OSU. Responsibility and liability for loss or damage remain with the Contractor until final inspection and acceptance, when responsibility passes to OSU except as to latent defects, fraud and Contractor's warranty obligations.

**9. EXPORT CONTROL:**

Contractor acknowledges that OSU has students and faculty who are foreign nationals who may work with the services, product or technology received from Contractor pursuant to this Contract. Contractor represents that it has informed OSU in writing, prior to executing this Contract if it is providing OSU any product or technology subject to the U.S. Export Administration Act of 1979, the Export Administration Regulations and the International Traffic in Arms Regulations, and if so, under what Commerce Control List number(s) or U.S. Munitions List number(s) it is controlled.

**10. FORCE MAJEURE:**

Neither OSU nor Contractor shall be held responsible for delay or default caused by fire, riot, act of nature, pandemic, epidemic or other health emergency as declared by the health authority, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, OSU's or Contractor's reasonable control. Contractor shall 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 obligations under this Contract. However, if a default or delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

**11. GOVERNMENT EMPLOYMENT STATUS:**

Contractor certifies that it is not currently employed by the federal government and not an employee of OSU.

**12. INDEMNITY, RESPONSIBILITY FOR DAMAGES:**

- a. 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, any willful or negligent act or omission of Contractor, its subcontractors, or employees under this Contract. Contractor shall save, defend, indemnify, and hold harmless OSU, and its officers, board members, volunteers, and employees from all claims, suits, and actions resulting from or arising out of the willful or negligent acts or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract.
- b. Without limiting the generality of this section a., Contractor expressly agrees to defend, indemnify, and hold OSU, and its officers, board members, volunteers, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses and damages arising out of or related to any claims that the services or any other tangible or intangible goods delivered to OSU by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or OSU's use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that OSU shall provide Contractor with prompt written notice of any infringement claim.
- c. Contractor shall have control of the defense and settlement of any claim that is subject to a. or b.; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of OSU, nor purport to act as legal representative of OSU, without first receiving from the OSU General Counsel, in a form and manner determined appropriate by the General Counsel, authority to act on behalf of OSU, nor shall Contractor settle any claim on behalf of OSU without the approval of the General Counsel. OSU may, at its election and expense, assume its own defense and settlement in the event that OSU determines that Contractor is prohibited from defending OSU, or is not adequately defending OSU's interests, or that an important governmental principle is at issue and OSU desires to assume its own defense.

**13. INSPECTIONS:**

Goods furnished under this Contract are subject to inspection and test by OSU at times and places determined by OSU. If OSU finds goods furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to OSU at a reduced price, whichever OSU deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may reject the goods and cancel the Contract in whole or in part. Nothing in this paragraph is to in any way affect or limit OSU'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.

**14. INSURANCE:**

Contractor shall secure at its own expense and keep in effect during the term of this Contract general liability, and professional liability insurance as deemed applicable by OSU, with minimum limits of two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate, unless otherwise specified in writing by OSU. Insurance policies are to be issued by an insurance company authorized to do business in the State of Oregon with an A.M. Best rating of at least A-VII. If requested, Contractor shall provide proof of insurance of said insurance. 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 commensurate with the statute of limitations for tort claims in Oregon.

**15. INVOICES:**

Contractor shall send invoices to OSU for goods and services accepted by OSU to OSU's Department at the address specified in the Purchase Order. Contractor shall include in each invoice:

- a. The Purchase Order number;
- b. The quantity of goods ordered, the quantity of goods delivered, the date goods were delivered, the price per unit;
- c. A detailed description of any services performed, the dates services were performed, the rate or rates for services performed, and the total cost of services; and
- d. The total amount due and the payment address.

OSU shall pay Contractor for services performed at the prices and rates specified herein. Contractor shall look solely to OSU for payment of all amounts OSU owes to Contractor. Payment of OSU contracts is normally made within 30-45 days following the date the invoice is received. After 45 days, Contractor may assess overdue account charges up to a maximum of two-thirds of one percent (2/3 of 1%) per month or eight percent (8%) per annum on the outstanding balance (ORS 293.462).

**16. NECESSARY COMPONENTS:**

Unless specified otherwise, Contractor shall include all components, hardware and parts necessary for complete and proper assembly, installation and operation of goods.

**17. NON-COMPLIANCE:**

If any goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to comply with applicable regulatory standards or the Specifications, Contractor shall immediately notify OSU of the recall or non-compliance, and shall provide copies of the recall notice or notice of non-compliance, as applicable, and all other supporting documentation for the recall or non-compliance determination. OSU may elect to (a) reject goods in whole or in part, or (b) revoke its acceptance of goods in whole or in part. If OSU rejects goods or revokes its acceptance of goods, Contractor shall remove the particular goods from OSU's possession at no cost to OSU and shall reimburse OSU for all payments made for those goods.

**18. NOTICE:**

Unless otherwise specified, any notice pursuant to this Contract shall be validly given if in writing and delivered to the other party via e-mail, fax, or by registered or certified mail, postage prepaid, to the respective addressees of Contractor and OSU.

**19. OSU NAME AND TRADEMARK:**

Contractor's shall not use names, marks or trademarks identifying OSU, or any department or office of OSU, or in any other way identify OSU without prior written approval from OSU's Office of University Advancement.

**20. PARKING:**

Contractors doing business on the OSU campus may be required to have a permit to park, if utilizing restricted street parking or parking lots. Contractor parking permits may be picked up from OSU's Office of Transit & Parking Services.

**21. RECYCLABLE PRODUCTS:**

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

**22. RETIREMENT SYSTEM STATUS:**

Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

**23. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION:**

goods supplied under this Contract 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 of Oregon Workers' Compensation Division. Contractor shall notify OSU prior to using products containing hazardous chemicals to which OSU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

**24. SEVERABILITY:**

The invalidity, illegality or enforceability of any provision of this Contract shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Contract.

**25. SEXUAL HARASSMENT:**

The State Board of Higher Education has adopted polices applicable to Contractors that prohibit sexual harassment, and Contractor's company and employees are required to adhere to OSU's policy prohibiting sexual harassment in their interactions with members of the OSU community.

**26. STANDARD COMPONENTS:**

Unless specified, Contractor shall provide goods with all components and accessories that the manufacturer lists as "standard" for goods.

**27. SURVIVAL:**

The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.

**28. TAX COMPLIANCE CERTIFICATION:**

Contractor certifies under penalty of perjury that Contractor is, to the best of the undersigned's knowledge, 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 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

**29. TERMINATION:**

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) 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; or (c) OSU fails to receive sufficient legislative appropriations (or from applicable federal, state, or other sources) to permit OSU, in the exercise of its reasonable administrative discretion, to fulfill its obligations under this Contract, or if the OSU program for which this Contract was executed is abolished. This Contract may also be terminated by OSU for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) 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 conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. The rights and remedies of OSU provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**30. THIRD PARTY BENEFICIARY:**

OSU and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties.

**31. WAIVER:**

Failure of OSU to enforce any provision of this Contract will not constitute a waiver or relinquishment by OSU of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

**32. WARRANTIES:**

Unless specified, Contractor shall deliver goods that are new, unused and produced from current production inventory. Contractor shall provide goods manufactured from only those components that the manufacturer offers in the manufacturer's current parts catalogue for goods and carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material, and manufacture and to be in compliance with specifications in the Solicitation Document. All implied or expressed warranty provisions of the Uniform Commercial Code, at ORS Chapter 72, are incorporated into this Contract. All warranties run to OSU.

**33. WORKERS' COMPENSATION:**

The 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 comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

**34. MERGER:**

THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, 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. ANY SUCH AMENDMENT, CONSENT, OR WAIVER IS EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

**FEDERALLY REQUIRED PROVISIONS**

**35. ANTI-KICKBACK ACT (40 U.S.C. 3145).**

Contractor certifies compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or Subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor must report all suspected or reported violations to OSU.

**36. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).**

Contractors that apply or bid for a contract of \$100,000 or more, must file the required certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must require any subcontractor who applies or bids for subcontract of \$100,000 or more to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor or subcontractor must forward any disclosures from tier to tier up to OSU.

**37. CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED.**

If this Contract provides for payments in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**38. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).**

For all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**39. DEBARMENT AND SUSPENSION EXECUTIVE ORDERS 12549 AND 12689.**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Before a contract award of \$25,000 or more is made, verification is required that the intended awarded party is not on the government-wide exclusions in the SAM. Required verification must be made by checking the SAM Exclusions. Compliance with Subpart C of 2 CFR Part 180 by checking that the intended awarded party is not listed on the SAM Exclusions, before making a contract award, will flow down from tier to tier for contract awards of \$25,000 or more. Contractor must include a term or condition similar to this term, in any subsequent lower tier contract awards of \$25,000 or more. Contractor hereby certifies they are not listed on the government-wide exclusions in the SAM.

**40. ENERGY POLICY AND CONSERVATION ACT.**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**41. EQUAL EMPLOYMENT OPPORTUNITY.**

Contractor must comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**42. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**

If this Contract is for the performance of experimental, developmental, or research work, the Federal Government and OSU have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**EXHIBIT B  
CERTIFICATIONS**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Bidder and that under penalty of perjury the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS**

The undersigned hereby certifies under penalty of perjury that the Bidder, to the best of the undersigned's knowledge, is not in violation of any tax laws described in ORS 305.380(4).

**SECTION II. AFFIRMATIVE ACTION**

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to OSU Standard 580-061-0030 (3).

**SECTION III. COMPLIANCE WITH SOLICITATION**

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid; and
2. Are an authorized representative of the Bidder, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Bid or Contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the Invitation to Bid and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with the Bid.

**SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS**

If Bidder is awarded a contract from this Invitation to Bid, Bidder hereby (check one)

- agrees  
 disagrees

to offer the resulting contractual terms and prices to other public institutions.

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

Name (Type or Print): \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

Title: \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

FEIN ID# or SSN# (required): \_\_\_\_\_ Email: \_\_\_\_\_

Company: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Construction Contractors Board (CCB) License Number (if applicable): \_\_\_\_\_

Business Designation (check one):

- Corporation     Partnership     LLC     Sole Proprietorship     Non-Profit



**EXHIBIT C  
REFERENCES**

**REFERENCE 1**

COMPANY: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
CITY, STATE ZIP: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
WEBSITE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
GOODS OR SERVICES PROVIDED: \_\_\_\_\_

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**REFERENCE 2**

COMPANY: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
CITY, STATE ZIP: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
WEBSITE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
GOODS OR SERVICES PROVIDED: \_\_\_\_\_

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**REFERENCE 3**

COMPANY: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
CITY, STATE ZIP: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
WEBSITE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
GOODS OR SERVICES PROVIDED: \_\_\_\_\_

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