

# INVITATION TO BID No. JK172302B

# **Kitchen Utensils and Supplies**

# **BID DUE DATE AND TIME:**

September 5, 2014 (4:00 PM, PT)

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.

# **SUBMITTAL LOCATION:**

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

### 1.0 GENERAL

### 1.01 SCHEDULE OF EVENTS

Issue Date \_\_\_\_\_\_August 29, 2014
 Deadline for Requests for Clarification or Change \_\_\_\_\_\_September 3, 2014 (2:00 pm, PT)
 Bid Due Date and Time \_\_\_\_\_\_September 5, 2014 (4:00 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: Jennifer Koehne
Title: Purchasing Analyst
Telephone: 541-737-7353
Fax: 541-737-2170

E-Mail: jennifer.koehne@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. "Bid Due Date and Time" means the date and time specified in the Invitation to Bid as the deadline for submitting Bids.
- f. "Invitation to Bid" (ITB) means a Solicitation Document for the solicitation of competitive, Written, signed and sealed Bids in which Specifications, price, and delivery (or project completion) are the predominant award criteria.
- g. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OAR 580-061-0130.
- h. "Responsive" means a Bid that has substantially complied in all material respects with the criteria outlined in the Invitation to Bid.
- i. "Written or Writing" means letters, characters, and symbols that are intended to represent or convey particular ideas or meanings and are made in electronic form or inscribed on paper by hand, print, type, or other method of impression.

### 2.0 INTRODUCTION AND BACKGROUND

### 2.01 INTRODUCTION

Procurement, Contracts and Materials Management is seeking Responsive Responsible Bidders to submit Bids for assorted kitchen utensils and supplies for the Oregon State University Extension Service SNAP-Ed programs across the state.

### 2.02 BACKGROUND

Oregon State University Extension Service has been providing educational outreach to Oregon communities for over 100 years. Their mission is to convey research-based knowledge in a way that is useful for people to improve their lives, their homes, and their communities. OSU Extension faculty work with community members and scientists at Oregon State University via research projects and community programs on issues that impact real people. The Supplemental Nutrition Assistance Program- Nutrition Education (SNAP-Ed) is one such program available through the Extension offices located across the State. The Extension Service is looking to procure a large bulk order of assorted utensils and other kitchen supplies in both English/Spanish imprints to be shipped to the various County Extension offices throughout the State for this program.

### 2.03 OREGON STATE UNIVERSITY

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. OSU is one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. OSU is also the only Oregon institution to hold the Carnegie Foundation's top ranking for research universities, recognition of the depth and quality of OSU's graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in almost every one of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, masters and doctoral degrees through 12 academic colleges enrolling more than 26,000 students from every county in Oregon, every state in the country and more than 90 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 in Exhibit D.
- b. Brand Specific, NO SUBSTITUTIONS
- c. Freight charges must be included in the price.
- d. All imprint message statements will be provided by OSU Extension Nutrition Education. Bidder will provide assistance with artwork and imprint layout based on manufacturers specified print areas for each item.
- e. Bidder will provide necessary Oregon State University trademark and registration marks per our requests and provide proofs to OSU Extension and OSU Marketing for review and approval.
- f. Bidder will be required to sign a one time licensing agreement with OSU in order to produce the product with OSU trademark and registration marks.

### 3.02 PREFERRED SPECIFICATIONS

a. Delivery on or before September 30, 2014 is preferred. Bidders who can meet this deadline will be given more consideration.

### 3.03 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 must be able to provide both English and Spanish imprints of the models of the equipment in the quantities called out on the bid form Exhibit D.
- b. Bidder must be able to drop ship partial quantities of the order to multiple locations as called out in Exhibit E.

### 5.0 REQUIRED SUBMITTALS

### 5.01 QUANTITY OF BIDS

Submit one (1) electronic or hard copy via any of the methods detailed in the section below titled SUBMISSION. If submitting via hard copy, include one (1) electronic copy (PDF format) of Bid on CD/DVD/flash drive. 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:

- Description of how the goods offered specifically meet required specifications described in section 3.
- Detailed information about how the Bidder meets the minimum qualifications detailed in section 4.
- Exhibit B: Certifications fully completed.
- Exhibit C: References fully completed.
- Exhibit D: Bid Price Form, fully completed.

### 6.0 EVALUATION

### 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 Administrative Rules 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.

### 7.0 INSTRUCTIONS TO BIDDERS

### 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 protest period identified in OAR 580-061-0145(3) 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 OAR 580-061-0130.

### 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 OUS procurement website. Bidders are advised to consult the OUS 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 Bid Due Date and Time; it is the Bidder's responsibility to ensure that the Bid is received prior to the Bid Due Date and Time 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 <a href="mailto:bids@oregonstate.edu">bids@oregonstate.edu</a>. The e-mail subject line should contain the ITB No. and ITB title. Only those Bids received at this e-mail address by the Due Date and Time 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.
- 2) Hard copy in a sealed package or envelope dropped off in person or delivered to the submittal location listed on the Request for Bid cover sheet. The package or envelope should be addressed to the Administrative Contact. It is highly recommended that the Bidder confirms receipt of the Bid with the Administrative Contact prior to the Bid Due Date and Time.

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 Bid Due Date and Time, 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 Bid Due Date and Time, 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 Bid Due Date and Time. 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 Bid Due Date and Time, 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 Bid Due Date and Time (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office must be no later than the Bid Due Date and Time). OSU may not accept or consider late Bids, modifications, or withdrawals except as permitted in OAR 580-061-0120. Sole responsibility rests with the Bidder to ensure OSU's receipt of its Bid prior to the Bid Due Date and Time. 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 Bid Due Date and Time 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 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 protest period at the PCMM Department. Bidders must make an appointment with the Administrative Contact to view the Bid file. After the protest 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 Bid Due Date and Time, all Bids that may have already been received will be returned to the Bidders. If an Invitation to Bid is cancelled after the Bid Due Date and Time or all Bids are rejected, the Bids received will be retained and become part of OSU's permanent Bid file.

### 7.21 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Bidder who feels adversely affected or aggrieved may submit a protest within three (3) business days after OSU issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Invitation to Bid number and title. The rules governing protests are at OAR 580-061-0145.

### **EXHIBIT A** TERMS AND CONDITIONS

These Standard Terms and Conditions for goods or services 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.

- **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:
- 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 or services pursuant to this Contract;
- "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from Contractor's performance of this Contract; "OAR" means the Oregon Administrative Rules; c. d.
- "ORS" means the Oregon Revised Statutes;
- "OSU" means the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Oregon State University.
  "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 g. submit a responsive quote, bid, proposal, or any other response;

ACCEPTANCE OF SERVICES: Services furnished under this Contract are subject to acceptance by OSU. If OSU finds services furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the services, require Contractor to correct any defects without charge, or negotiate with Contractor to reduce the 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 services and cancel the Contract in whole or in part.

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, the Oregon 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. 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.

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.

APPLICABLE LAW, JURISDICTION AND VENUE: 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.

a. 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.

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.

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, Contracts and Materials Management 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, Contracts and Materials Management 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

COMPLIANCE WITH APPLICABLE LAW: Contractor shall at all times comply with all federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this 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 1995, 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

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

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.

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.

FORCE MAJEURE: Neither OSU nor Contractor shall be held responsible for delay or default caused by fire, riot, act of nature, 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.

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

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, 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, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, 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.

- a. 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
- b. Without limiting the generality of this section a., Contractor expressly agrees to defend, indemnify, and hold OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, 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 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 first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the 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, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

INDEPENDENT CONTRACTOR STATUS: The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265.

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.

INSURANCE: Contractor shall secure at its own expense and keep in effect during the term of this Contract general liability or professional liability insurance as deemed applicable by OSU with limits of not less than 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 a rating of A or better, or as deemed acceptable by OSU. If requested, Contractor shall provide proof of insurance of said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "fail" coverage will be required at the completion of this Contract for a duration commiserate with the statute of limitations for tort claims in Oregon.

INVOICES AND PAYMENT TO CONTRACTOR: 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

- The Purchase Order number:
- The quantity of goods ordered, the quantity of goods delivered, the date goods were delivered, the price per unit; b.
- 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 c. 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).

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

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.

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.

ORIGINAL WORKS: All inventions, discoveries, work of authorship, trade secrets or other tangible or intangible items and intellectual property rights created by Contractor pursuant to this Contract, including derivative works and compilations, together the "Work Product", and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of OSU. OSU and Contractor agree that such original works of authorship are "work made for hire" of which OSU is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to this Contract is not "work made for hire," Contractor hereby irrevocably assigns to OSU any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon OSU's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in OSU. Contractor forever waives any and all rights relating to original Work Product created pursuant to this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

In the event that Work Product created by Contractor under this Contract is a derivative work based on Contractor intellectual property, or is a compilation that includes Contractor intellectual property, hereby grants to OSU an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Contractor intellectual property employed in the Work Product, and to authorize others to do the same on OSU's behalf. In the event that Work Product created by Contractor under this Contract is a derivative work based on third party intellectual property, or is a compilation that includes third party intellectual property, or is a compilation that includes third party intellectual property, or is a compilation that includes third party intellectual property, Contractor shall secure on OSU's behalf and in the name of OSU's behalf and in the name of OSU's behalf and in the name of OSU an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the third party intellectual property employed in the Work Product, and to authorize others to do the same on OSU's behalf.

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.

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.

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

REMEDIES FOR CONTRACTOR'S DEFAULT: In the event Contractor is in default, OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to OSU at a reduced price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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

SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION: Goods and services 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.

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.

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.

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

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

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.

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.

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.

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.

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.

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.

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.

# 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 OAR 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 Oregon 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):

☐ Sole Proprietorship

☐ Non-Profit

Business Designation (check one):

☐ Corporation ☐ Partnership

## EXHIBIT C REFERENCES

REFERENCE 1		
COMPANY:	CONTACT NAME:	
ADDRESS:	PHONE NUMBER:	
CITY, STATE ZIP:	FAX NUMBER:	
WEBSITE:	E-MAIL:	
GOODS OR SERVICES PROVIDED:		
REFERENCE 2		
COMPANY:	CONTACT NAME:	
ADDRESS:	PHONE NUMBER:	
CITY, STATE ZIP:	FAX NUMBER:	
WEBSITE:	E-MAIL:	
00000 00 000 4000 000 4000		
REFERENCE 3		
COMPANY:	CONTACT NAME:	
ADDRESS:	BUONENUMBER	
CITY, STATE ZIP:	FAX NUMBER:	
WEBSITE:	E-MAIL:	
GOODS OR SERVICES PROVIDED:		

# EXHIBIT D BID PRICE FORM

# PREFERRED DELIVERY DATE IS BY <u>SEPTEMBER 30, 2014</u>. IF THIS DATE CANNOT BE MET, INDICATE EARLIEST DELIVERY DATE FOR PRODUCTS LISTED BELOW.

# PRODUCT TO BE DROP SHIPPED TO LOCATIONS PER THE QUANTITIES CALLED OUT IN EXHIBIT E.

ITEM	CATALOG OR MODEL NO. & DETAILED DESCRIPTION	Delivery Date	QTY	U/M	UNIT PRICE	TOTAL PRICE
1	MI6076, Bamboo Spoon English Imprint		11,000	EA		
2	MI6076, Bamboo Spoon Spanish Imprint		4,685	EA		
3	20048, Bamboo Ladle, Natural Color English Imprint		5,400	EA		
4	20048, Bamboo Ladle, Natural Color Spanish Imprint		1,950	EA		
5	20732, Bamboo Colander 7.6 inches, Natural Color English Imprint		5,100	EA		
6	20732, Bamboo Colander 7.6 inches, Natural Color Spanish Imprint		2,050	EA		
7	TH2282, Over the Sink Strainer, Assorted Colors English Imprint		4,750	EA		
8	TH2282, Over the Sink Strainer, Assorted Colors Spanish Imprint		2,260	EA		
9	50155, Chop Chop Junior Full-Color Flexible Cutting Mat 7.5x11 English Imprint		3,550	EA		
10	50155, Chop Chop Junior Full-Color Flexible Cutting Mat 7.5x11 Spanish Imprint		1,650	EA		
11	50156, Chop Chop Full-Color Flexible Cutting Mat 15x11.5 English Imprint		7,400	EA		
12	50156, Chop Chop Full-Color Flexible Cutting Mat 15x11.5 Spanish Imprint		2,800	EA		
13	CUT12, Grande Cutting Board Assorted Colors English Imprint		3,200	EA		
14	CUT12, Grande Cutting Board Assorted Colors Spanish Imprint		1,400	EA		
15	502, Measuring Spoons Large Spoon White/Small Spoon Orange English Imprint		5,720	EA		
16	502, Measuring Spoons Large Spoon White/Small Spoon Orange Spanish Imprint		2,700	EA		
17	MouldRPIZ0036, Silicone Popsicle Mould Assorted Colors English Imprint		17,600	EA		
18	MouldRPIZ0036, Silicone Popsicle Mould Assorted Colors Spanish Imprint		3,250	EA		
19	80-20300, Full Wrap Round Pencil, Full Color Digital English Imprint		44,120	EA		
20	80-20300, Full Wrap Round Pencil, Full Color Digital Spanish Imprint		7,180	EA		
21	HW14SS, Spatula Assorted Colors English Imprint		5,500	EA		
22	HW14SS, Spatula Assorted Colors Spanish Imprint		1,410	EA		
23	Food Storage/Freezer Containers **See Note Below** English Imprint		6,200	EA		
24	Food Storage/Freezer Containers **See Note Below** Spanish Imprint		2,550	EA		
	Delivery is F.O.B. destination, prepaid and allowed handling must be included in quoted prices. Addit disallowed.	TOTAL	\$			

\*\*NOTE Lines 23 and 24: 4-5 cup storage container. Similar to <a href="http://bit.ly/1qwRKaJ">http://bit.ly/1qwRKaJ</a>. Must be able to Imprint (No Sticker) with a provided nutrition message and be less than \$4.00 per unit including shipping costs. Sample needs to be provided and approved. Product suggestions welcome. Quantities needed are 6,200 with English Imprint and 2,550 with Spanish Imprint. Please note the inability to quote line items 23 or 24 will not eliminate you from bid award consideration. Samples for lines 23 and 24 must be received in the PCMM office no later than the Bid Due Date and Time.

BIDDER SIGNATURE: By signature below the undersigned certifies that they are authorized to act on behalf of the Bidder and will comply with all aspects of the Bid herein.									
COMPANY:									
SIGNATURE:									
NAME:									
TITLE:									

### EXHIBIT E

### DROP SHIP LOCATIONS & PRODUCT DISTRIBUTION

Drop Ships	Imprint	Bamboo Spoons	Bamboo Ladles	Bamboo Colander	Over the Sink Strainer	Chop Chop Full Color 7.5 x 11	Chop Chop Full Color 15 x 11.5	Cutting Board CUT12	Food Storage Container	Measuring Spoons	Pencils	Popsicle Mould	Spatula
Ship to: Clackamas County Extension SNAP-Ed 200 Warner Milne Rd Oregon City OR 97045 503-557-5886	English Spanish	200 75	25 50	0	0 0	50 25	100 75	200 75	200 50	200 75	800 200	1000 200	200 75
Ship to: Clatsop County Extension SNAP-Ed 2001 Marine Drive Room 210 Astoria OR 97103 503-325-8573	English Spanish	250 100	100 50	100 50	100 50	0 0	100 50	10 10	0 0	100 100	0	100 100	100 100
Ship to: Columbia County Extension SNAP-ED 505 N Columbia River Hwy 5t Helens OR 97051 503-397-3462	English Spanish	500 0	0	0	150 0	0 0	0	150 0	150 0	0	1550 0	250 0	0
Ship to: Coos County Extension SNAP-Ed 631 Alder Street Myrtle Point OR 97458 541-572-5263	English Spanish	300 0	0	0	300 0	0	0	0	300 0	0	1100	600 0	0
Ship to: Curry County Extension SNAP-Ed 29390 Ellensburg Gold Beach OR 97444 541-247-6672	English Spanish	250 0	25 0	25 0	25 0	0	50 0	0	0	50 0	1000 0	100 0	100 0
Ship to: Deschutes County Extension SNAP-Ed 3893 SW Airport Way Redmond OR 97756 541-548-6088	English Spanish	500 50	250 0	500 50	0 0	0	0 0	0	650 50	0	7600 400	2500 300	500 50
Ship to: Douglas County SNAP-Ed 1134 SE Douglas Roseburg OR 97470 541-672-4461	English Spanish	1200 0	250 0	0	250 0	0	0	0	0	0	2600 0	1200 0	0
Ship to: Grant County Extension SNAP-Ed 530 E Main St Suite 10 John Day OR 97845 541-575-1911	English Spanish	250 0	250 0	125 0	125 0	0 0	125 0	125 0	0	100 0	250 0	250 0	100 0
Ship to: Harney County Extension SNAP-Ed Court House 450 N. Buena Vista Burns OR 97720 541-573-2506	English Spanish	25 2	0	0	0	20 5	25 5	15 1	0	20 5	0	15 2	0
Ship to: Hood River County Extension SNAP-Ed 2990 Experiment Station Dr Hood River OR 97031 541-386-3343	English Spanish	250 250	250 250	250 250	900 0	0 0	100 100	50 50	0	250 0	1000 0	1000 0	0
Ship to: Jackson County Extension SNAP-Ed 569 Hanley Rd Central Point OR 97502 541-776-7371	English Spanish	350 60	300 50	100 50	250 40	0	300 50	350 60	300 50	300 50	4000 0	200 50	350 60
Ship to: Jefferson County Extension SNAP-Ed OSU Nutrition Program 430 SW Fairgrounds Road Madras OR 97741 541-475-0374	English Spanish	500 0	200 0	0	0	0 0	0	400 100	70 30	100 50	0	500 0	300 0
Ship to: Klamath County Extension SNAP-Ed 6923 Washburn Way Klamath Falls OR 97603 541-883-7131	English Spanish	600 0	0	600 0	0	0	500 50	0	600 0	400 0	1300 0	300 0	500 0
Ship to: Lane County Extension SNAP-Ed 996 Jefferson St Eugene OR 97402 541-344-0249	English Spanish	500 100	500 100	500 100	250 50	0	200	250 100	500 100	500 100	200 0	500 100	700 150
Ship to: Lincoln County Extension SNAP-Ed 29 SE 2nd St Newport OR 97365-4496 541-574-6537	English Spanish	300 100	200 100	200 100	200 100	0 0	300 100	200 100	300 100	0	600 200	200 100	300 100
Ship to: Linn County Extension SNAP-Ed 104 4th Ave SW Albany OR 97321 541-967-3871	English Spanish	325 325	150 150	325 325	150 150	150 150	150 150	150 150	150 150	0	1250 0	150 150	150 150
Ship to: Malheur County Extension SNAP-Ed 710 SW 5th Ave Ontario OR 97914 541-881-1417	English Spanish	300 200	300 200	300 200	0	0	100 100	50 50	0	250 250	1000 0	200 200	50 50
Ship to: Marion County Extension SNAP-Ed 3180 Center St NE Room 1361 Salem OR 97301 503-588-5301	English Spanish	350 425	100 100	0	350 350	0 0	0	0	300 300	400 200	1200 800	0	0
Ship to: Metro Hispanic Nutrition Office SNAP-Ed 10029 NE Prescott St. Portland OR 97220-3554 503-254-5004	English Spanish	300 500	0	0	100 300	400 400	350 750	0	150 250	250 750	0	150 250	0 0
Ship to: Oregon State University Food and Nutrition Satellite Office 5444 SE International Way Suite B Portland OR 97222 503-657-7385	English Spanish	500 0	100 0	100 0	200 0	0	2500 0	100 0	250 0	250 0	11,520 2880	2500 0	500 0

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Drop Ships	Imprint	Bamboo Spoons	Bamboo Ladles	Bamboo Colander	Over the Sink Strainer	Chop Chop Full Color <b>7.5 x 11</b>	Chop Chop Full Color 15 x 11.5	Cutting Board CUT12	Food Storage Container	Measuring Spoons	Pencils	Popsicle Mould	Spatula
Ship to: Tillamook County Extension SNAP-Ed 2204 Fourth St Tillamook OR 97141-2491 503-842-5708	English Spanish	100 50	100 50	100 50	100 50	0	100 50	50 25	0 0	0	500 0	0	100 50
Ship to: Umatilia County Extension Office SNAP-Ed AC Houghton Elementary School 1105 N Main Ave Irrigon OR 97844 541-922-3321, ext. 2239	English Spanish	400 200	300 150	400 200	0	0	0	500 500	1000 500	500 250	2000	1750 0	500 250
Ship to: Union County Extension SNAP-Ed 10507 N McAlister Rd Room 9 La Grande OR 97850 541-963-1010	English Spanish	20 0	0	0	0	0 0	0 0	0 0	0	200 0	0	0 0	0 0
Ship to: Wallowa County Extension SNAP-Ed 668 NW 1st Enterprise OR 97828 541-426-3143	English Spanish	0	0 0	0 0	0	0 0	50 0	50 0	0	0 0	300 0	0	0 0
Ship to: Warm Springs Extension SNAP-Ed 1110 Wasco St Warm Springs OR 97761-0430 541-553-3238	English Spanish	300 0	300 0	100	0	100 0	100 0	150 0	0	300 0	0	200 0	0 0
Ship to: Wasco County Extension SNAP-Ed 400 E Scenic Dr Suite 2.278 The Dalles OR 97058 541-296-5494	English Spanish	1000 500	1000 500	1000 500	300 300	1200 500	1200 500	0	300 150	1200 500	700 200	1200 500	300 150
Ship to: Washington County Extension SNAP-Ed Public Services Building 155 N First Ave Ste 200 MS-48 Hillsboro OR 97124 503-821-1110	English Spanish	850 850	0	150 100	600 450	200 200	600 600	50 50	400 400	300 100	0	500 500	200 0
Ship to: Oregon State University Extension Brenda Draper 118 Ballard Hall Corvallis OR 97321 541-737-1011	English Spanish	580 898	700 200	225 75	400 420	1430 370	450 220	350 129	580 420	50 270	3650 2500	2235 798	550 225
		15685	7350	7150	7010	5200	10200	4600	8750	8420	51300	20850	6910

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