



**INVITATION TO BID
No. B166009433JF**

**Regional Class Research Vessels
Marine Supplies**

CLOSING
February 16, 2023 (3:00 PM, PT)

ELECTRONIC SUBMITTAL ADDRESS

bids@oregonstate.edu

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date.....January 26, 2023 (5:00 pm, PT)
- Pre-Bid Conference.....February 2, 2023 (10:00 am, PT)
- Deadline for Requests for Clarification or Change.....February 9, 2023 (3:00 pm, PT)
- Closing.....February 16, 2023 (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 voluntary Pre-Bid Conference will be held on February 2, 2023, at 10:00 am PT via Zoom. Please contact the Administrative Contact listed under ITB Section 1.04, prior to the Pre-Bid Conference date and time, to obtain a link to attend the Pre-Bid Conference.

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: John Flynn, NIGP-CPP, CPPO, CPPB
Title: Procurement Contracts Officer
Telephone: 541-737-7349
Fax: 541-737-2170
E-Mail: john.flynn@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 an 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

OSU Procurement, Contracts and Materials Management is seeking Responsive Bidders to submit Bids for Marine Supplies for use aboard Regional Class Research Vessels (RCRVs). Both National and International suppliers may submit Bids.

The RCRV project is a National Science Foundation (NSF) funded three-ship acquisition, outfitting and testing for general purpose oceanographic research focused on the coastal ocean. The RCRVs, as part of the United States Academic Research Fleet, will be modern well-equipped vessels for essential coastal ocean research in regions of the continental United States and Alaska. Over an anticipated 35- to 40-year lifecycle, the vessels will serve as cost-effective platforms for multi-disciplinary ocean observations, sampling and process studies; as platforms for training future scientists, engineers, and educators; and for information sharing and public outreach about the basic sciences as well as national security and coastal community development and socioeconomics. Addition RCRV project information can be found at: <https://ceoas.oregonstate.edu/regional-class-research-vessel-rcrv>.

2.02 BACKGROUND

Oregon State University's College of Earth, Ocean, and Atmospheric Sciences (CEOAS) is an internationally recognized leader in the study of the Earth as an integrated system that includes the human dimension. It operates numerous state-of-the art laboratories; one oceanographic research vessel, the 54-foot coastal research vessel Elakha; operates the Endurance Array of the Oceans Observing Initiative; and is overseeing the construction of three new Regional Class Research Vessels for the US Academic Research Fleet.

OSU has entered into a fixed price contract with Bollinger Houma Shipyards, LLC to construct three Regional Class Research Vessels (RCRVs). The Vessel(s) are Federally funded via a Cooperative Agreement between OSU and the National Science Foundation (NSF), through NSF's Major Research Equipment Facility and Construction (MREFC) program. Upon completion of construction and delivery, the RCRVs will be owned by NSF and will function as part of the United States Academic Research Fleet. The vessels are under construction by Bollinger Houma Shipyards, LLC located in Houma, Louisiana.

The RCRVs are 199'6", 3300bhp Diesel-electric, highly flexible and highly maneuverable oceanographic research ships. They will be inspected by the United States Coast Guard, and classed by the American Bureau of Shipping for hull, machinery, dynamic positioning, automated controls, and limited operation in ice.

Each vessel will be located and operated by a competitively selected Operating Institution (OI) for each oceanographic region of the United States. OI1 will be OSU in the Pacific region, OI2 will be the East Coast Oceanographic Consortium led by the University of Rhode Island for the Atlantic Region, and the Gulf-Caribbean Oceanographic Consortium for the Gulf of Mexico and Caribbean region. All systems will need to be flexible to accommodate the operations in the diversity of all of these regions.

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, masters 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 & TERMS AND CONDITIONS

3.01 SPECIFICATIONS

- a. Product line-items Bid must meet or exceed the specifications listed on Exhibit D, Bid Pricing Spreadsheet.
- b. Product line-items Bid must be delivered no later than December 31, 2023.

3.02 TERMS AND CONDITIONS

OSU's terms and conditions governing the purchase resulting from this ITB are included at Exhibit A, Oregon State University Standard Terms and Conditions for Goods.

4.0 BIDDER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS

There are no Minimum Qualifications for Bidders to respond to this ITB.

5.0 REQUIRED SUBMITTALS

5.01 REQUIRED SUBMITTALS

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

Bidders should submit the following information as specified below:

- a. Exhibit B: Certifications.
- b. Exhibit C: Domestic Preference.
 1. If Bidder is applying for a domestic preference during price evaluation, Bidder must be complete and submit Exhibit C with the original Bid prior to the Closing Date and Time. In addition, Bidder **must complete column AB, in Exhibit D** by selecting "Y" for Yes indicating that the item offered is 100% U.S. Materials as described in Exhibit C.
 2. If Bidder is not applying for a domestic preference during price evaluation, Bidder does not need to complete and submit Exhibit C with the original Bid. However, if Bidder is awarded any product line-item, Exhibit C must be completed and submitted to OSU before issuance of a purchase order.
- c. Exhibit D: Bid Pricing Spreadsheet.
 1. For each product line-item Bid, Bidder **must fill out columns O, P, Q, R, S, T, U, and V** on the same row as the product line-item Bid.
 2. If Bidder is not Bidding an exact match of the product line-item specified, Bidders **must include the offered brand, vendor part number, and manufacturer part number (if known)**. Bidder may enter the required information in columns W, X, and Y on Exhibit D –OR– provide an attachment containing the information.

3. If Bidder is applying for a domestic preference during price evaluation, Bidder **must complete column AB** by selecting "Y" for Yes indicating that the item offered is 100% U.S. Materials as described in Exhibit C. This is in addition to completing Exhibit C.

6.0 REVIEW AND AWARD

6.01 REVIEW

OSU will review all Bids to determine Responsiveness. Bids that do not comply with the instructions, that are materially incomplete, that do not meet the minimum requirements, or that are submitted by Bidders who do not meet minimum qualifications may be deemed non-Responsive. Written notice will be sent to Bidders whose Bid is deemed non-Responsive identifying the reason. A Bidder has the right to appeal the decision pursuant to OSU Standard 03-015, Sec. 5.20.

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, provision of similar goods or services, compliance with specifications, contractual obligations, and its lawful payment of suppliers, subcontractors, and workers.

6.03 AWARD

Award will be made to the lowest Responsive Responsible Bidder(s). In determining the lowest Responsive Responsible Bidder 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. OSU also reserves the right to award none, one or multiple quantities of each line item. 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 ITB is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Standards, Policies and Procedures.

7.02 FUNDING AGENCY

This solicitation and any contract issued as a result thereof, is issued pursuant to the terms and conditions of a National Science Foundation contract, Cooperative Agreement No. OCE-1333564, as amended.

7.03 COMMUNICATIONS DURING BID PROCESS

Bidders are prohibited from communicating with OSU employees, other than the Administrative Contact, or any party in a position to create an advantage for the Bidder or disadvantage for other Bidders with respect to the Bid process or award of a Contract. This restricted period of communication begins on the issue date of the solicitation and ends with the conclusion of the appeal period identified in OSU Standard 03-015, Sec. 5.20.8(b). This restriction does not apply to communications during a Pre-Bid Conference or other situations where the Administrative Contact is present. 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.

7.04 MANUFACTURER'S NAMES

Any manufacturers' names, trade names, brand names, information, catalogue numbers or source links specified in the solicitation are listed to describe the specifications and characteristics of desired products. Bidders may offer any brand, for which they are an authorized representative, that meets or exceeds the specification unless

specified as “NO SUBSTITUTE”. If Bids are based on equivalent products, Bidder should include the offered brand and part number with the original Bid. Bids that do not include the offered brand or part number may cause that line item to be non-Responsive. Bids lacking any written indication of intent to provide an equivalent product will be received and considered in complete compliance with the specification as listed in the ITB.

7.05 REQUESTS FOR CLARIFICATION OR CHANGE

Requests for clarification or change of the ITB 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. OSU will consider all timely requests and if appropriate either amend the ITB, or answer questions, by issuing an Addendum. Requests must be clearly marked as a Request for Clarification or Change and include the ITB Number and Title.

7.06 ADDENDA

Only documents issued as written Addenda by PCMM serve to change the ITB in any way. No other direction received by the Bidder, written or verbal, serves to change the ITB. Addenda will be publicized on the OSU bid opportunities website. Bidders are advised to consult the OSU bid opportunities website prior to submitting a Bid to ensure that all relevant Addenda have been incorporated into their 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.

7.07 PREPARATION AND SIGNATURE

Any submittals that require signature must be Signed by an authorized representative with authority to bind the Bidder. Bidder’s signature certifies that the Bidder has read, fully understands, and agrees to be bound by the ITB and all Exhibits and Addenda to the ITB.

7.08 PUBLIC RECORD

Upon completion of the ITB process, information in all Bids will become subject records that can be disclosed under Oregon Public Records Law. Oregon Revised Statute 192.345 contains exemptions from disclosure including “trade secrets,” which may include, but are not limited to: any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within an organization and which is used in a business it conducts, having actual or potential commercial value, and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

If a Bid contains “trade secrets” the Bidder must mark only those sections of the Bid with the words “TRADE SECRET” prior to, and at the end of, the trade secret information. Only bona fide “trade secrets” may be exempt and only if public interest does not require disclosure. Marks or claims that the entirety of a Bid is “trade secret” or “confidential” will result in none of the Bid being treated as such.

7.09 SUBMISSION

Bidders must submit their Bid as attachment(s) in an e-mail sent to bids@oregonstate.edu. Bids must be received by PCMM no later than the Closing. The e-mail subject line should contain the ITB No. and ITB title. It is the Bidder’s responsibility to ensure that the Bid is received prior to the Closing indicated in this ITB. 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 OSU e-mail addresses.

It is highly recommended that the Bidder confirms receipt of the email with the Administrative Contact noted above. The Administrative Contact may verify 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.

7.10 MODIFICATION

Modification of a Bid after submittal but prior to the Closing may be completed 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.

7.11 WITHDRAWALS

A Bidder may withdraw their Bid by submitting a written notice to the Administrative Contact identified in this ITB prior to the Closing. The written notice must be on the Bidder's letterhead and Signed by an authorized representative of the Bidder.

7.12 LATE SUBMITTALS

Bids and written notices of modification or withdrawal must be received no later than the Closing. For purposes of this ITB, the official date and time is the date and time that the email is received at the bids@oregonstate.edu email address. 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 Closing. OSU shall not be responsible for any delays or misdeliveries caused by transmission errors, malfunctions, or electronic delays outside of OSU's network.

7.13 BID OPENING

Bids will be opened immediately following the Closing. Bidders may request to attend a virtual Bid opening via Zoom or other electronic meeting platform. Please inform the Administrative Contact if you would like to 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.

7.14 BIDS ARE OFFERS

The Bid is the Bidder's offer to enter a Contract pursuant to the terms and conditions specified in the ITB, its Exhibits, and Addenda. The offer is binding on the Bidder for forty-five (45) Days. OSU's award of the Contract constitutes acceptance of the offer and binds the Bidder.

7.15 RIGHT TO REJECT

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

7.16 LEGAL REVIEW

Prior to execution of any Contract resulting from this ITB, the Contract may be reviewed by an attorney for OSU. Legal review may result in changes to the terms and conditions specified in the ITB, Exhibits, Addenda, or those proposed by a Bidder.

7.17 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. Bidders must make an appointment with the Administrative Contact to view the Bid file electronically. After the appeal period, the file will be available by making a Public Records Request to OSU.

7.18 BID PREPARATION COST

OSU is not liable for costs incurred by the Bidder during the ITB process.

7.19 BID CANCELLATION

If an ITB is cancelled prior to the Closing, all Bids that may have already been received will be returned to the Bidders. If an ITB 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.

7.20 JURISDICTION AND VENUE

This Bid, and any dispute arising out of this Bid, shall be construed in accordance with, and governed by, the laws of the State of Oregon. Any other action to enforce any provision of this Bid or to obtain any relief from or remedy in connection with this Bid may be brought only in the Circuit Court of Oregon for Benton County.

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 OSU Standard 03-010, Section 5.8.1 and OSU Policy 016-001, the undersigned hereby certifies that they have not discriminated and will not discriminate against Minority, Women, Service-Disabled Veterans or Emerging Small business in obtaining any required.

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 192.311 to 192.478.

8. DELIVERY:

All deliveries are F.O.B. destination (Incoterm DDP for International Shipments) with all transportation and handling charges paid by the Contractor, unless specified otherwise 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:

OSU has policies that prohibit sexual harassment of members of the OSU community and in keeping with those policies Contractor and Contractor's employees, agents, and subcontractors are prohibited from engaging in sexual harassment of 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. COVERED TELECOMMUNICATIONS EQUIPMENT AND SERVICES.

Pursuant to 2 CFR 200.216 and 2 CFR 200.471, which implement Section 889 of the NDAA (Public Law 115-232), OSU is prohibited from obligating or expending grant funds to procure equipment, services or systems that use **covered telecommunications equipment or services** as a substantial or essential component of any system, or critical technology as part of any system. Contractor represents and warrants that in performing under this contract it will not provide or use covered telecommunications equipment or services as defined by Public Law 115-232, Section 889(f). <https://www.congress.gov/115/plaws/publ232/PLAW-115publ232.pdf>

40. 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.

41. DOMESTIC PREFERENCE.

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including purchase orders for work or products under this award.

42. 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).

43. 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."

44. 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 certifies the following:

1. BIDDER REPRESENTATIONS AND CERTIFICATIONS

The Bidder certifies that (i) all Representations and Certifications contained in the solicitation and Bid are complete, current, and accurate as required, (ii) by accepting an award, the Bidder will comply with the applicable National Policy Requirements (available at <https://nsf.gov/awards/managing/rtc.jsp>), and (iii) the Bidder is aware that any award issued as a result of this ITB shall be considered to have incorporated the applicable Representations and Certifications by reference.

2. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(a) 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 Part 180, as adopted and supplemented by 2 CFR Part 2520, 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, as supplemented by Subpart C of 2 CFR Part 2520, 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. The inclusion of a term or condition similar to this term, (a), is required for any subsequent lower tier contract awards of \$25,000 or more.

(b) Bidder hereby certifies they are not listed on the government-wide exclusions in the SAM.

(c) Bidder agrees they will require the inclusion of a similar term or condition to (a) in any subsequent lower tier contract awards of \$25,000 or more.

(d) The Bidder hereby certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any Federal department or agency;

2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a

governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(d)(2) of this certification; and

4. Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State or local) terminated for cause or default.

(e) Where the Bidder is unable to certify to any of the statements in this certification, such Bidder shall include an explanation with this Bid.

3. DRUG-FREE WORKPLACE CERTIFICATION

The Bidder certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The contractor's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation and employee assistance programs, and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement; and
2. Notify the employer in Writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace, no later than five calendar Days after such conviction;

(e) Notifying OSU in Writing within ten calendar Days after receiving notice under subparagraph (d)2. from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions (f), within 30 calendar Days of receiving notice under subparagraph (d)2. with respect to any employee who is so convicted;

1. Taking appropriate personnel action against such an employee, up to and including termination; consistent with the requirements of the Rehabilitation ACT of 1973, as amended; or,
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

4. CERTIFICATION REGARDING LOBBYING

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or Bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. CLEAN AIR AND WATER CERTIFICATION

This provision is applicable only if the award exceeds \$150,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. § 7413(c)(1)] or the Clean Water Act [33 U.S.C. § 1319(c)] and is listed by the Environmental Protection Agency (EPA), or the award is not otherwise exempt.

The Bidder agrees as follows:

(a) To 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).

(b) To report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(c) To comply with all the requirements of Section 114 of the Clean Air Act [42 U.S.C. § 7414] and Section 308 of the Clean Water Act [33 U.S.C. § 1318], respectively, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and the Clean Water Act, respectively, and all regulations and guidelines issued thereunder before the award of a contract.

(d) That no portion of the Work required by the award will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date that the award was awarded unless and until EPA eliminates the name of such facility or facilities from such listing.

(e) To use its best efforts to comply with clean air standards and clean water standards at the facility in which the award is being performed.

(f) To insert the substance of the provisions of this Section 5 into any nonexempt subcontract.

6. ANTI-KICKBACK PROVISIONS

Bidder 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 non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

7. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION CERTIFICATION

(a) Equal Employment Opportunity

Bidder 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."

(b) Non-Discrimination Certification

Instructions for Nondiscrimination Certification

1. In accordance with National Science Foundation (NSF) policy, by submitting the Bid, the Bidder is providing the requisite Certification of Compliance with NSF Nondiscrimination Regulations and Policies. This Certification sets forth the nondiscrimination obligations with which all contractors must comply. These obligations also apply to subcontractors under the award. The Bidder therefore, shall obtain the NSF Nondiscrimination Certification from each organization that applies to be, or serves as a subcontractor under the award (for other than the provision of

commercially available supplies, materials, equipment or general support services) prior to entering into the subcontractor arrangement.

2. The Bidder shall provide immediate notice to NSF and OSU if at any time the Bidder learns that its certification was erroneous when submitted, or has become erroneous by reason of changed circumstances.

3. Certification of Compliance with NSF Nondiscrimination Regulations and Policies

By submitting the Bid, the Bidder hereby certifies that the Bidder's organization will comply with Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 USC §§ 1681 et seq.), the Rehabilitation Act of 1973 (29 USC § 794), the Age Discrimination Act of 1975 (42 USC §§ 6101 et seq.) "Equal Employment Opportunity (E.O. 11246), Limited English Proficiency (LEP) [E.O. 13166]" and all regulations and policies issued by NSF pursuant to these statutes.

To that end, in accordance with the above-referenced nondiscrimination statutes, NSF's implementing regulations and policies and OSU's policies on non-discrimination, no person in the United States shall, on the ground of race, color, national origin, sex, disability, age, gender identity or expression, genetic information, marital status, religion, sexual orientation, or veteran status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any NSF Federally funded program or activity for which the Bidder receives a contract award or Federal financial assistance.; and HEREBY CERTIFIES THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Bidder by NSF, this Certification shall obligate the Bidder, or in the case of any transfer of such property, the transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Certification shall obligate the Bidder for the period during which it retains ownership or possession of the property. In all other cases, this Certification shall obligate the Bidder for the duration of the NSF Federally Funded contract award or the period during which the Federal financial assistance is extended to it by NSF.

THIS CERTIFICATION is given in consideration of and for the purpose of obtaining any and all Federal grants, cooperative agreements, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Bidder by NSF, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Bidder recognizes and agrees that such an award of a contract pursuant to this ITB will be made in reliance on the representations and agreements made in this Certification, and that the United States shall have the right to seek judicial enforcement of this Certification. This Certification is binding on the Bidder, its successors, transferees, and assignees.

8. NON-DISCRIMINATION IN OBTAINING SUBCONTRACTS

Pursuant to OSU Standard 03-010, Section 5.8.1 and OSU Policy 016-001, the undersigned hereby certifies that they have not discriminated and will not discriminate against Minority,

Women, Service-Disabled Veterans or Emerging Small business in obtaining any required subcontracts.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Bidder agrees to 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.

10. AUTHORIZED NEGOTIATORS

The Bidder represents that the following persons are authorized to negotiate on its behalf with OSU in connection with this solicitation:

(List names, titles, and telephone numbers of the authorized negotiators).

11. PLACE OF PERFORMANCE

(a) The Bidder, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the Bidder as indicated in this offer.

(b) If the Bidder checks "intends" in paragraph (a) above, he/she shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, State, Name and Address of Owner and Zip Code) Operator of the Plant or Facility, if other than Bidder.

12. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws described in 305.380(4).

13. CERTIFICATION REGARDING TELECOMMUNICATIONS EQUIPMENT OR SERVICES

Pursuant to 2 CFR 200.216 and 2 CFR 200.471, which implement Section 889 of the NDAA

(Public Law 115-232), OSU is prohibited from obligating or expending grant funds to procure equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or critical technology as part of any system.

Contractor hereby certifies by the signature below that the offered products and/or services do not include covered telecommunications equipment or services as defined by Public Law 115-232, Section 889(f) <https://www.congress.gov/115/plaws/publ232/PLAW-115publ232.pdf>. Bidders who fail to include such a certification will be deemed non-Responsive. Bidders who are unable to certify such a statement will be deemed non-Responsive.

14. CERTIFICATION REGARDING CONFLICT OF INTEREST

The purpose of this provision is to grant Bidders an opportunity to disclose any actual or potential conflicts of interest. A disclosed Conflict of Interest will not automatically result in the Bidder being removed from consideration. Mark the appropriate boxes that pertain to you and your organization for this ITB as well as providing any needed explanations.

(a) Conflicts of Interest: A conflict of interest occurs when someone in a position of trust has competing professional or personal interests and these competing interests make it difficult to fulfill their professional duties impartially. A conflict of interest exists even if no unethical or improper act results from it. Conflicts of interest may be actual or perceived. An actual conflict of interest occurs when a decision or action would be compromised without taking immediate appropriate action to eliminate the conflict. A perceived conflict of interest is any situation in which a reasonable person would conclude that conflicting duties or loyalties exist.

(b) All Bidders must provide a list of all relationships with OSUs that create, or may appear to create, a conflict of interest with the Work that is contemplated in this ITB. The list shall indicate the relationship and a description of the conflict.

I certify that I have read and understand the description of organizational conflict of interest above and (check one of the following two boxes):

- Based on the criteria and description above, I do not have any conflicts of interest.
- Based on the criteria and description above, I have an actual or potential conflict of interest, or the appearance of a conflict of interest, which I am listing immediately below.

Name/Relationship and/or Description of the Conflict of Interest (attach additional pages if needed):

(c) Certification: The Bidder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to conflicts of interest. The Bidder agrees that if after award a conflict of interest is discovered, an immediate and full disclosure in Writing shall be made to the Contract Officer. The disclosure shall include a description of the action, which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, the award may be canceled at the discretion of the Contract Officer. In the event the Bidder was aware of a conflict of interest prior to the award and did not disclose the conflict,

the Contract Officer may terminate the award for default.

15. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

- (a) Have read, fully understand and agree to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid; and
- (b) 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
- (c) Will furnish the designated item(s) and/or service(s) in accordance with the Invitation to Bid and the contract; and
- (d) Have provided a correct Federal Employer Identification Number with the Bid.

16. BIDDERS CERTIFICATION AND REPRESENTATION SIGNATURE

By signing below, the undersigned certifies that they are authorized to act on behalf of the Bidder and that under penalty of perjury the undersigned represents that all of the statements, certifications, and representations, and other information supplied for items 1 through 16 are true and correct as of the date of submittal of this Bid/offer.

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Telephone:(_____)_____

Title: _____ Fax:(_____)_____

FEIN ID# (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
DOMESTIC PREFERENCE**

Pursuant to 2 CFR 200.322, OSU is providing a preference during the Bid price evaluation for the purchase, acquisition, or use of goods, products, or materials produced in the United States (“U.S. Materials”). In implementation of this regulation, OSU will grant a 5% evaluative price reduction for each product line-item (including shipping and surcharge) Bid that is identified as 100% U.S. Materials. **The price reduction will be used for price evaluation purposes only.** For purposes of this section:

1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

To receive domestic preference price reduction during the Bid evaluation, Bidders must provide a Signed copy of this Exhibit C certifying that one or more product line-items Bid are 100% U.S. Materials, **AND** complete column AB of Exhibit D, Bidder Pricing Spreadsheet. **Failure to include a Signed copy of Exhibit C with the original Bid will result in Bidder not receiving a domestic preference evaluative price reduction.**

To complete this form follow the instructions provided below:

Instructions:

1. If in Column AB of Exhibit D, Bidder Pricing Spreadsheet, you enter “N” or leave it blank for any of the product line items, Bidder must enter an X next to the selected letter reason “A” or “B” below to document the predominant reason that Bidder is NOT offering U.S. Materials for these product line items. No other reasons are acceptable for completion of this form.

| Reason | Description |
|--------|--|
| A ____ | <u>Domestic non-availability</u> – articles, materials, or supplies are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities and of a satisfactory quality to meet technical or operational requirements; |
| B ____ | <u>Unreasonable cost</u> – the price of the domestic end product (including transport to the construction site) is higher than the price of a foreign end product by 30 percent if offered by small business (as defined by 15 USC § 632 and 13 CFR § 121.321 <i>et. seq.</i>) or 20 percent if offered by other than a small business; |

By signing below, the undersigned certifies and represents under penalty of perjury that they are authorized to act on behalf of the Bidder, and that all the statements, certifications, representations, and other information provided for Exhibit C and Exhibit D, column AB are true and correct as of the date Signed below.

Signature: _____

Date: _____

Name: _____

Company: _____

NOTE: If this Exhibit C, is not provided in the original Bid and Bidder is selected for Contract award, Bidder MUST complete and submit this Exhibit C prior to Contract execution.

EXHIBIT D
BID PRICING SPREADSHEET

PROVIDED IN THE ATTACHED SPREADSHEET, TITLED "BID PRICING SPREADSHEET"
ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.