



Project Bid Documents

# **Landers Hall Study Desk Chair**

Owner/Location:

Western Oregon University  
345 North Monmouth Avenue  
Monmouth, Oregon 97361

**WESTERN OREGON UNIVERSITY**  
**INVITATION TO BID**

**DATE:** June 9, 2015

**BID TYPE:** Commodity

**ITEM SUMMARY:** Landers Hall Study Desk Chairs

**ATTACHMENTS:**

- Chair specifications
- Standard Instructions to Bidders
- WOU Standard Terms & Conditions for Goods & Services Contracts

**BID CLOSING DATE:** Bids must be received at Western Oregon University, Physical Plant Office, 345 N Monmouth Ave, Monmouth, Oregon 97361, by **3:00 PM, Thursday June 19, 2015**. Bids received after the time fixed will not be considered. Bids will be opened at the time stated above.

**BID SUBMISSION:** Sealed bids must be received and time-stamped by the Planning Department prior to bid closing time:

**Western Oregon University**  
**Planning Office Attn. Donna Litchfield**  
**345 N. Monmouth Ave.**  
**Monmouth, OR 97361**

No bid received after bid closing time will be considered.

**NO ORAL, E-MAIL OR FACSIMILE BIDS WILL BE ACCEPTED.**

Required documents for bid submission. ***Failure to submit the following information may result in bid rejection.***

- **ITEM SPECIFICATIONS-BID FORM**
- **BIDDER DISCLOSURE FORM**
- **AGREEMENT AS A RESULT OF INVITATION OF BID**
- **BIDDER QUALIFICATIONS AND REFERENCE FORM**
- **WARRANTY INFORMATION**
- **CUT SHEETS ON ALL ITEMS BID (ALTERNATES/ EQUALS ONLY)**

**PROJECT COORDINATOR: Donna Litchfield 503-838-8903.** Any questions regarding this Bid Proposal please contact the Project Coordinator.

**1. BID EVALUATION AND AWARD**

A. **MINIMUM REQUIREMENTS.** Evaluation of bids will be based on minimum requirements established by the specifications, compliance with conditions of the bid proposals, bidder responsibility, and ethical practice. Western Oregon University reserves the right to reject any and all bids, or to accept the bid deemed to be in the best interest of the State.

- B. **RECIPROCAL PREFERENCE:** In determining the "lowest responsible bidder," the State will add a percent increase to each out-of-state bidder's bid price which is equal to the percent given to local bidders in that bidder's home state. For example, if the "lowest responsible bidder" is from a state that grants 10% preference to local bidders, the State of Oregon will add 10% to that bidder's price when evaluating the bid.
- C. **EVALUATION CRITERIA:** Bids will be awarded upon the evaluation criteria in the Invitation to Bid. Ordinarily, bids will be evaluated to identify the "lowest responsible bidder." The "lowest responsible bidder" is the lowest bidder who has substantially complied with all requirements of the Invitation to Bid and who can be expected to deliver promptly and perform reliably.
- D. **METHOD OF AWARD:** Award will be made to the lowest responsible and responsive bidder for all items bid, as in the best interest of WOU. WOU reserves the right to make the award by item, groups of items, or entire bid, whichever is in the best interest of WOU.
- E. **AVAILABILITY OF REPLACEMENT PARTS AND/OR SERVICE FACILITIES:** Limited availability of parts and/or local service facilities for product identified in the bid may result in bid rejection.
- F. **PAYMENT:** Bids which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
- G. **INVESTIGATION OF REFERENCES:** WOU reserves the right to investigate references and or the past performance of any bidder with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. WOU may postpone the award or execution of the contract after the announcement of the apparent successful bidder in order to complete its investigation.
- H. **BID MODIFICATION:** Modifications or erasures made before bid submission should be initialed in ink by the person signing the bid. Bids, once submitted, may only be modified in writing before the time and date set for bid closing. Any modifications to the bid amount should be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior bid. Bidders may not modify bids after bid closing time.
- J. **BID ADDENDA:** Only documents issued as addenda serve to change the plans and specifications in any way. No other direction received by the Bidder, written or verbal, serves to change these documents. Bidders must acknowledge all addenda on their bid form.
- K. **BID WITHDRAWAL:** Bids may be withdrawn in writing on company letterhead signed by an authorized representative and received by the WOU Planning Office prior to bid closing time. Bids may also be withdrawn in person before bid closing time upon presentation of appropriate identification. This will not preclude the submission of another bid by such bidder prior to the time set for the bid closing. After the time set for the bid closing, no bidder will be permitted to withdraw their bid

within the time frames specified in the Method of Award, except as provided for therein.

**CASH DISCOUNT:** If WOU is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

**FOB DESTINATION:** Bid price must be F.O.B. DESTINATION with all transportation and handling charges paid by the bidder.

**DELIVERY:** Delivery and set up must be completed by **September 4, 2015**. Delivery time must be shown in number of calendar days after receipt of order. Significant delays in delivery may be considered in determining award if early delivery is required. **See Product Specifications-Bid Form for warranty details.**

**ON-SITE INSTALLATION, START UP AND TRAINING REQUIRED\*:**

**yes**       **no**

**See Product Specifications-Bid Form for installation details**

**\*installation will be an add alternate**

**EXCEPTIONS:** Any deviation from the bid specifications, terms and conditions may result in bid rejection.

**UNIT AND TOTAL PRICE:** Unless otherwise indicated the price of each item must be clearly shown. The price of each item shall be extended to show the total when required. In cases of errors in extension the written unit price shall prevail over the numerical unit price.

**WARRANTIES:** Bidders must include details on warranties on all pieces bid on. All equipment shall be new and current model and shall carry full manufacturer warranties. Bidder warrants all goods delivered or projects performed to be free from defects in labor, material and manufacture and to be in compliance with bid specifications. All implied or expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this Contract. All warranties shall run to WOU.

It is preferred that warranty options include options for extended warranties (see bid form).

**Provide copies of all applicable warranties with bid.**

**Note: Failure to submit the above information may result in bid rejection.**

**EQUAL/ALTERNATE BRANDS.** see instructions in Specifications for the submittal of substitutions.

**REFERENCES:** Must have a minimum of five years of successful professional experience performing services comparable to those required under this contract. Provide at least 3 current professional references, from different firms and clients, supportive of bidder's ability to comply with the requirements of this contract. See Bidder Qualification and Reference Form; page 8.

**Note: Failure to submit the above information may result in bid rejection.**

**PROTEST OF BID SPECIFICATIONS AND REQUESTS FOR CLARIFICATIONS:** A bidder who believes bid specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the WOU representative identified below. A bidder who does not understand the bid specifications may also submit a request for clarification, in writing, to the WOU representative identified below. To be considered, protests and requests for clarification should be submitted via email or in person to the WOU representative identified below, and they must be received by the WOU representative at least two days before the bid closing date (ten days if the bid is for a public improvement), unless otherwise specified in the bid document.

No information obtained in any conversation with any WOU personnel will serve to change the requirements of the ITB.

The purpose of the period for protests and requests for clarifications is to permit WOU to correct specifications, prior to the opening of bids. This period allows WOU to make needed corrections through the issuance of addenda, prior to the opening of bids. WOU will consider all properly made protests and requests for clarifications, and, if appropriate, amend the RFP.

Protests or requests for clarification submitted to anyone other than the WOU representative listed below may not be considered. WOU is not responsible for any protests or requests that are not submitted by the due date and time specified by the timeline stated above. Protests should be marked as follows:

Bid Specification Protest for ITB (Insert Bid Title), Closing Date: (Insert Invitation to Bid Due Date from the first page of the Invitation to Bid)

Submit Protests and Requests for Clarification to the following WOU representative:

**Donna Litchfield, Western Oregon University, Planning Office, 345 N. Monmouth Ave., Monmouth, OR 97361**

**BIDDER DISCLOSURE**

**BID TYPE:** Commodity

**ITEM SUMMARY:** Landers Hall Study Desk Chairs

Each bidder must read and comply with the following sections. Failure to do so may result in bid rejection.

1. Bidder agrees to furnishing all material, equipment and labor, necessary to finish this project complete, except as may be noted elsewhere in the contract documents. The work shall be completed within the time stipulated and specified in the Bid Documents.
2. Bid is made without connection with any person, firm or corporation making a bid for the same goods and/or services and is in all respects fair and without collusion or fraud.
3. The Undersigned certifies that: (1) This Bid has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid designed to limit independent bidding or competition; and (2) The contents of the Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any Bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bid.
4. I, the undersigned duly authorized representative of the bidder, hereby certify that the bidder is not, to the best of my knowledge, in violation of any Oregon tax law.
5. Delivery scheduled by (lead time from date of award): \_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_

**Authorized signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**AGREEMENT AS A RESULT OF INVITATION TO BID**

**BID TYPE:** Commodity

**ITEM SUMMARY:** Landers Hall Study Desk Chairs

NOTICE: Bidder must complete and sign Section A below and return this page with bid. If a contract is awarded to Bidder, a representative of Western Oregon University will complete and sign Section B below. This is a legally binding document, READ IT CAREFULLY.

**SECTION A - Signature of Bidder's duly authorized representative**

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

The undersigned agrees and certifies that he/she: (1) Has read and understands all bid instructions, specifications, and terms and conditions contained herein (including the attachments listed in this document); (2) Is an authorized representative of the bidder, that the information provided in this bid is true and accurate, and that providing incorrect or incomplete information may be cause for bid rejection or contract termination; (3) Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein; and (4) Will furnish the designated item(s) and/or service(s) in accordance with the bid and the contract. (5) BIDDER WILL PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH BID SUBMISSION.

NAME OF BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

SIGNED 1) \_\_\_\_\_  
Sole Individual

or 2) \_\_\_\_\_  
Partner

or 3) \_\_\_\_\_  
Authorized Officer of Corporation

(SEAL) \_\_\_\_\_  
Attested: Secretary of Corporation

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

Contact Person: \_\_\_\_\_ Phone No: \_\_\_\_\_

**Section B**

(To be completed by Western Oregon University)

Western Oregon University hereby awards a contract to the above bidder for the item(s) and/or service(s) designated on the bid invitation as Item(s) No. 1 through 14.

**Authorized signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reference Purchase Order Number:** \_\_\_\_\_



## BIDDER QUALIFICATIONS AND REFERENCE FORM

**BID TYPE:** Commodity

**ITEM SUMMARY:** Landers Hall Student Study Chairs

**Note: Failure to provide complete information may be cause for bid rejection.**

1. Business Name:
2. Owner Name:
3. Business Address:
4. Business Telephone No. Daytime:
5. Number of Employees:
6. Annual Sales \$
7. Date Business Established:

### **REFERENCES:**

Use only references where product specified has been in service for a minimum of 2 years.

- A. Firm Name  
Address  
Name of Reference  
Position  
Title  
Telephone
  
- B. Firm Name  
Address  
Name of Reference  
Position  
Title  
Telephone
  
- C. Firm Name  
Address  
Name of Reference  
Position  
Title  
Telephone

# Specifications for Furnishings

## **PROJECT DESCRIPTION:**

Western Oregon University (Owner) is soliciting bids from furniture companies to provide and deliver to Owner, study desk chairs for the residential rooms in Landers Hall.

The specifications are based on the standard item manufactured by Holsag Canada. However Western Oregon University will consider other manufacturers if they can offer products of similar style that meet or exceed the quality of the specified products; and satisfy the substitution criteria noted in Bidding Instructions below.

The vendor's responsibility under this contract is detailed in the attached specifications.

## **BIDDING INSTRUCTIONS:**

1. Bid all items on the attached Bid Form. Bid installation as a separate add alternate.
2. Contact WOU Planning Office with any discrepancies between product numbers, descriptions, and/or drawings prior to submission of bid. Addenda will be issued if necessary.
3. In addition to the bidder qualification information requested in the Invitation to Bid, each bidder must submit, with their bid, a statement profiling the company's history, and capability to complete a project of this size. Include a reference list of recent clients.
4. Substitution/ Alternate/ Equal: Any substitution request must be accompanied by the following:
  - a. A detailed description of proposed product including model number.
  - b. A signed statement explaining differences between the specified brand/model and the brand/model being offered.
  - c. Detailed specifications and scaled, dimensioned drawings of the proposed alternative product. This documentation should indicate the construction, interior framing, reinforcement, and component replacement procedure for each proposed product.
  - d. A single sample piece of furniture representative of the material and construction of the proposed alternate product line. Samples must be received within 7 calendar days of bid closing.
5. Bid all products complete FOB to Western Oregon University.
6. Bidders must acknowledge, on the Bid Form, receipt of any addenda issued by the Owner.

## **GENERAL FURNITURE SPECIFICATIONS**

In addition to the Standard Terms and Conditions, included in this Invitation to Bid, the successful bidder agrees to the following project requirements:

1. Meet/ Contact Owner's representative(s), as soon as possible after contract is awarded, to review project details.
2. Submit, to Owner for approval, three sets product literature for each piece of furniture. Clearly identify dimensions, materials, finishes, components, details, and options. Submittals must be approved by Owner prior to order or fabrication.

3. Deliver and install\* furniture complete in individual residence hall rooms, as directed by Owner and noted on the detailed specifications. **\*Installation to bid separately, see Bid Form.**
4. Provide minimum 10 year material and workmanship warranty to the Owner, including factory contact person and local representative for service.
5. Provide three copies of cleaning and maintenance instructions for all products.
6. Recycle all cardboard and other recyclable packing materials, and properly dispose of all Styrofoam and debris associated with delivery and installation of the furniture.
7. Schedule delivery of all products for the **week of 4 September 2015.**

Code	Qty	Item	Manufacturer/Description	Location
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C-4	400	Desk Chair	<b>Mfg.:</b> Holsag <a href="http://www.holsag.com/catalogue/campus-2-position-chair">http://www.holsag.com/catalogue/campus-2-position-chair</a>	Sleep/Study Rooms
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**Style:** Campus 2-position  
 Upholstered seat  
 Armless, standard back  
**Model #:** Campus 2-Position Chair  
**Frame:** Wood-European Beech  
**Size:** 17.5" W x 22.5" D x 33" H  
**Finish:** Natural 222-NAT  
<http://www.holsag.com/stains>

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**Fabric:** Commercial Grade  
**Mfg.:** Mayer Fabrics  
**Pattern:** Figure Eight  
**Color:** Azure 326-004  
<http://www.mayerfabrics.com/Product.aspx?i=326-004>  
**Finish:** Stain Repellant  
**Durability:** 60,000 double rubs  
**Light fastness:** 40 hours  
**Flame Retardance:** Meet or exceed California Technical Bulletin 117

End Specification

# Western Oregon University Landers Hall Study Desk Chair

## Bid Form for Furniture

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Specified Manufacturer: Holsag

Prod. Code	Description	Qty	Unit Price	Extended Cost
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C-1	Desk Chair	300	_____	_____
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Freight: \_\_\_\_\_

**Total** \_\_\_\_\_

Lead time from date of purchase order (calendar days): \_\_\_\_\_

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**Installation:** Install furniture complete in each area as specified by Owner. During installation, protect floor against any damage. Recycle all cardboard and other recyclable packing materials and properly dispose of all debris associated with delivery and installation of furniture. Area of installation is multiple floors (3), no elevator, and external stair ways. Prevailing wages do apply. Refer to [http://www.oregon.gov/boli/WHD/PWR/Pages/PWR\\_Oregon\\_2015.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/PWR_Oregon_2015.aspx) for prevailing wage rates.

**Add Alternate for Installation:** \_\_\_\_\_

End Bid Form

**WESTERN OREGON UNIVERSITY  
STANDARD INSTRUCTIONS TO BIDDERS**

All bids are subject to the provisions and requirements of the Oregon Revised Statutes, and the Administrative Rules of the Oregon University System.

**BID PREPARATION**

**BID FORMAT:** Bids must be typewritten or prepared in ink and must be submitted on the form indicated in the Invitation to Bid or Request for Proposal. Unless otherwise indicated in the ITB or RFP, no oral, telegraphic or telephone bids will be accepted.

**CONFORMANCE TO BID REQUIREMENTS:** Bids must conform to the requirements of the Invitation to Bid or Request for Proposal. All necessary attachments (residency statement, bid bond, references, descriptive literature, etc.) must be submitted with the bid and in the required format. Bid prices must be for the unit indicated on the bid. Failure to comply with all requirements may result in bid rejection.

**ADDENDA:** Only documents issued as addenda by the WOU Purchasing/Stores Office or Planning Office serve to change the ITB or RFP in any way. No other direction received by the Contractor, written or verbal, serves to change the ITB or RFP document.

**USE OF BRAND OR TRADE NAMES:** Any brand or trade names used by WOU in bid specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Bidders may submit bids for substantially equivalent products to those designated unless the Invitation to Bid provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to purchaser's approval.

**PRODUCT IDENTIFICATION:** Bidders must clearly identify all products bid. Brand name and model or number must be shown. WOU reserves the right to reject any bid when the product information submitted with the bid is incomplete.

**FOB DESTINATION:** Unless specifically allowed in the ITB or RFP, **BID PRICE MUST BE F.O.B. DESTINATION** with all transportation and handling charges paid by the bidder.

**DELIVERY:** Delivery time must be shown in number of calendar days after receipt of order.

**DELINQUENT OREGON TAXES:** Bidders must certify, under penalty of perjury, that they are not in violation of any Oregon tax laws. No contract for the purchase of goods and/or services will be awarded to bidder who cannot so certify.

**EXCEPTIONS:** Any deviation from bid specifications, terms and conditions may result in bid rejection.

**SIGNATURE ON BID:** Bids must be signed in ink by an authorized representative of the bidder. Signature on a bid certifies that the bid is made without connection with any person, firm or corporation making a bid for the same goods and/or services and is in all respects fair and without collusion or fraud.

Signature on a bid also certifies that the bidder has read and fully understands all bid specifications, terms and conditions. No consideration will be given to any claim resulting from bidding without comprehending all requirements of the Invitation to Bid or Request for Proposal.

**BID MODIFICATION:** Modifications or erasures made before bid submission should be initialed in ink by the person signing the bid. Bids, once submitted, may be modified in writing before the time and date set for bid closing. Any modifications should be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior bid. Bidders may not modify bids after bid closing time.

**BID WITHDRAWALS:** Bids may be withdrawn in writing on company letterhead signed by an authorized representative and received by the WOU Purchasing/Stores Office prior to bid closing time. Bids may also be withdrawn in person before bid closing time upon presentation of appropriate identification.

**PROTEST OF BID SPECIFICATIONS:** A bidder who believes bid specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the WOU Planning or Purchasing Office. To be considered, protests must be received at least five days before the bid closing date (ten days if the bid is for a public improvement), unless otherwise specified in the bid documents.

**BID SUBMISSION:** Sealed bids must be received and time-stamped by the WOU Purchasing/Stores Office (unless a different department is specified in bid documents) prior to bid closing time. No bid received after bid closing time will be considered. To assure that your bid receives priority treatment within our mailing system please mark as follows: Bid Name, Bid Due Date & Time: DD/MM/YY XX:XX WESTERN OREGON UNIVERSITY, PURCHASING/STORES OFFICE, 345 N MONMOUTH AVE, MONMOUTH OR 97361.

The University shall not be responsible for the proper identification and handling of any bid not submitted in a timely manner.

**BID OPENING:** Bids will be opened at the scheduled opening time at the WOU Purchasing/Stores Office (unless otherwise specified), 345 N Monmouth Ave, Monmouth OR 97361. Bidders may be present; however, award decisions will not be made at the opening.

**BID EVALUATION AND AWARD**

**EVALUATION CRITERIA:** Bids will be awarded based upon the evaluation criteria in the Invitation to Bid or Request for Proposal or in Oregon administrative rules or laws. Ordinarily, bids will be evaluated to identify the "lowest responsible bidder." The "lowest responsible bidder" is the lowest bidder who has substantially complied with all requirements of the Invitation to Bid and who can be expected to deliver promptly and perform reliably. Evaluation criteria may be different if a Request for Proposal is issued.

**PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, WOU generally will not completely review or analyze bid responses which on their faces fail to comply with the requirements of the bid documents or which clearly are not the best bids, nor will WOU generally investigate the references or qualifications of those who submit such bid responses. Therefore, neither the release of a bidder's bid bond, the return of a bid response, nor acknowledgment that the selection is complete shall operate as a representation by WOU that an unsuccessful response was complete, sufficient, or lawful in any respect.

**RECIPROCAL PREFERENCE:** In determining the lowest responsible bidder, WOU will add a percent increase to each out-of-state bidder's bid price which is equal to the percent given to local bidders in that bidder's home state. For example, if the lowest responsible bidder is from a state that grants a 10 percent preference to local bidders, WOU will add 10 percent to that bidder's price when evaluating the bid.

**DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.

**CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the bid documents.

**PAYMENT:** Bids which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.

**INVESTIGATION OF REFERENCES:** WOU reserves the right to investigate the references and the past performance of any bidder with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. WOU may postpone the award or execution of the contract after the announcement of the apparent successful bidder in order to complete its investigation. WOU reserves the right to reject any bid response or to reject all bid responses at any time prior to execution of the contract if it is determined to be in the best interest of WOU.

**METHOD OF AWARD:** WOU reserves the right to make the award by item, groups of items, or entire bid, whichever is in the best interest of WOU.

**BID REJECTION:** WOU reserves the right to reject any and all bids.

**BID RESULTS:** Bidders who receive awards will be notified of bid results. Bidders may request tabulations of awarded bids. Awarded bid files are public records and available for review at the WOU Purchasing/Stores Office between 8:00 a.m. and 4:30 p.m., Monday through Friday; no appointment is necessary. If an alternate viewing time is needed, special arrangements need to be made with the Planning Office.

(rev 4/2010)

**WESTERN OREGON UNIVERSITY  
STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES CONTRACTS**

**1. DEFINITIONS:**

"Contract" means the entire written agreement between the parties, including but not limited to the Invitation to Bid (ITB) or Request for Proposal (RFP) and its specifications, terms and conditions; instructions to bidders; change notices, if any; the accepted bid; and the purchase order or contract document;

"Contractor" means the person or organization by whom the service or services will be performed under this contract. The term "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS chapter 72) are synonymous;

"ORS" means the Oregon Revised Statutes;

"WOU" - means the State of Oregon acting by and through the State Board of Higher Education on behalf of Western Oregon University and is synonymous with "Buyer" as used in ORS chapter 72.

**2. ACCESS TO RECORDS:** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all cost of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this contract. The State of Oregon and its agencies, the federal government and their duly authorized representatives shall have access to 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 three years from the date of contract expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of the contract and for any commitments or expenditures in excess of amounts authorized by WOU.

**3. AMENDMENTS:** The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of WOU.

**4. APPROVALS:** No work shall commence under this agreement until the agreement has been approved and signed by all parties.

**5. ASSIGNMENT/SUBCONTRACT:** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of WOU. No such written approval shall relieve Contractor of any obligations of this contract, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable to WOU under this contract as if no such assignment had occurred.

**6. ATTORNEY FEES:** In the event a lawsuit of any kind is instituted on behalf of WOU to collect any payment due or to obtain performance of any kind under this contract, Contractor shall pay such additional sums as the court may adjudge for reasonable attorney fees plus all costs and disbursements at trial and on any appeal.

**7. AVAILABILITY OF FUNDS:** WOU certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract within its current biennial appropriation or expenditure limitation.

**8. AWARD TO FOREIGN CONTRACTOR:** If the amount of this contract exceeds \$10,000 and if Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to this contract. WOU shall withhold final payment under this contract until Contractor has met this requirement.

**9. BREACH OF CONTRACT:** Should Contractor breach any of the provisions of this contract, WOU reserves the right to cancel this contract upon written notice to Contractor. Contractor shall be liable for any and all damages suffered by WOU as the result of Contractor's breach of contract, including but not limited to incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. In the event of repeated breach of public and/or private contracts, Contractor shall be subject to disqualification on WOU contracts.

**10. CASH DISCOUNT:** If WOU is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

**11. COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the work performed under this contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.

**12. CONFIDENTIALITY:** This Contract is subject to the limitations and conditions of the Oregon Public Record Laws, OR 192.410-195.5050

**13. DELIVERY:** All deliveries shall be F.O.B. destination with all transportation and handling charges paid by Contractor, unless specified otherwise in the bid documents. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance when responsibility shall pass to WOU except as to latent defects, fraud and Contractor's warranty obligations.

**14. EXPORT CONTROL:** Contractor acknowledges that WOU 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 WOU in writing, prior to executing this Contract if it is providing WOU any product or technology subject to the US Export Administration Act of 1979, the Export Administration Regulations and the International Traffic in Arms Regulations, and if so, under what Commerce Control List numbers(s) or US Munitions List number(s) it is controlled.

**15. DUAL PAYMENT:** Contractor shall not be compensated for work performed under this contract from any state agency other than the agency which is a party to this contract.

**16. FORCE MAJEURE:** Neither party of this contract shall be held responsible for delay or default caused by fire, riot, acts of God, sovereign, public enemy, and/or war which are beyond that party's control. WOU may terminate this contract upon written notice after determining such delay or default shall reasonably prevent successful performance of the contract.

**17. GOVERNING LAW:** This contract shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, suit, or action arising out of this contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Any claim, suit, or action that must be brought in federal forum shall be brought and conducted solely and exclusively within the United States

District Court for the District of Oregon. Contractor hereby consents to the in persona jurisdiction of said courts.

**18. GOVERNMENT EMPLOYMENT STATUS:** A. If this payment is to be charged against federal funds, Contractor certifies that it is not currently employed by the federal government. B. Contractor certifies it is not an employee of the State of Oregon.

**19. INDEMNITY, RESPONSIBILITY FOR DAMAGES:** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by or result from the conduct of work under this contract, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall indemnify, defend and hold harmless the State of Oregon, the State Board of Higher Education, WOU, and its officers, divisions, agents, employees, and members, from all claims, suits or actions of any nature arising out of or related to the activities of Contractor, its officers, subcontractors, agents or employees acting under this contract.

**20. INDEPENDENT CONTRACTOR STATUS:** The service or services to be rendered under this contract are those of an independent contractor. Contractor is not an officer, employee or agent of the State of Oregon as those terms are used in ORS 30.265.

**21. 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 WOU with limits of not less than \$1,000,000 aggregate, unless otherwise specified in writing by WOU. Insurance policies are to be issued by an insurance company authorized to do business in the State of Oregon. Statements must be received by Western Oregon University Physical Plant Purchasing/Stores Office within ten (10) business days of notification of award. Failure to present the required documents within ten (10) business days may be grounds for bid rejection.

**22. INSPECTIONS:** Goods furnished under this contract shall be subject to inspection and test by WOU at times and places determined by WOU. If WOU finds goods furnished to be incomplete or not in compliance with bid specifications, WOU may reject the goods and require Contractor to either correct them without charge or to deliver them at a reduced price, whichever is equitable under the circumstances. If Contractor is unable or unwilling to correct such goods within a time reasonable to WOU, WOU may reject the goods and cancel the order in whole or in part. Nothing in this paragraph is to in any way affect or limit WOU's rights as a buyer, including the rights and remedies relating to rejection under OR 72.6020 and revocation of acceptance under ORS 72.6080.

**23. MATERIAL SAFETY DATA SHEET:** As required by Oregon OSHA Hazard Communication Rules (OAR chapter 437), Contractor shall provide WOU with a Material Safety Data Sheet for any goods provided under this contract which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use. In addition, Contractor must label, tag, or mark such goods.

**24. NONDISCRIMINATION/ SEXUAL HARASSMENT:** WOU will not knowingly contract with or procure goods or services from any Entity that discriminates on the basis of age, disability, national origin, race, marital status, religion, sex or sexual orientation.

Bidders and Proposers will certify, as part of the Bids or Proposals that such Bidder or Proposer has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

All Contractors are hereby notified that the Board has adopted policies applicable to Contractors that prohibit sexual harassment and the Contractor's company and employees are

required to adhere to the Institution's policy prohibiting sexual harassment in their interactions with members of the Institution's community.

**25. NOTICES:** Any notice pursuant to this contract shall be given in writing and delivered or mailed, postage prepaid, to the parties at their respective places of business.

**26. PAYMENT OF CONTRACTOR'S OBLIGATIONS:** Contractor agrees to make payment promptly, as due, to all persons furnishing services, equipment or supplies to Contractor for the performance of work under this contract; pay all contributions or amounts due the industrial accident insurance provider from such Contractor incurred in the performance of this Contract, not permit any lien or claim to be filed or prosecuted against WOU on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails, neglects or refuses to pay such claims as they become due, the proper officer(s) representing WOU, after ascertaining that the claims are just, due and payable, may pay the claims and charge the amount of the payment against funds due or to become due Contractor under this contract. The payment of claims in this manner shall not relieve Contractor or Contractor's surety of obligation with respect to any unpaid claims.

**27. RECYCLABLE PRODUCTS:** Contractors shall use recyclable products to the maximum extent economically feasible in the performance of this contract. Contractor shall specify the minimum percentage of recycled product in the goods provided.

**28. 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 be eligible for any benefits from these contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

**29. SAFETY AND HEALTH REQUIREMENTS:** 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.

**30. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**31. STANDARD AND SUPPLEMENTARY TERMS AND CONDITIONS:** The terms and conditions printed on this page are standard to WOU service contracts. There may also be supplementary terms and conditions elsewhere in the Invitation to Bid or Request for Proposal which apply only to this contract. In the event of a conflict between the standard and supplementary terms and conditions, the latter take precedence.

**32. SUCCESSORS IN INTEREST:** The provisions of this contract shall be binding upon and shall inure to the benefit of the parties to the contract and their respective successors and assigns.

**33. TAX COMPLIANCE CERTIFICATION:** Contractor hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and 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 OR 401.792 to 401.816 and OR chapters 118,314,318,320 and 323; the elderly rental assistance program under OR 310.630 to 310.706; and local



taxes administered by the Depart of Revenue under ORS 305.620

**34. TERMINATION:** This contract may be terminated by mutual consent of both parties or by WOU at its discretion. WOU may cancel an order for goods at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under this contract as directed by WOU. If this contract is so terminated, Contractor shall be paid in accordance with the terms of the contract for goods delivered and accepted if Contractor's damages arising out of return of the goods cannot be mitigated by the resale as provided in the Uniform Commercial Code (ORS 72.7060).

**35. TERMINATION DUE TO NONAPPROPRIATION:** If sufficient funds are not provided in future legislatively approved budgets of WOU to permit WOU in the exercise of its reasonable administrative discretion to continue this contract, or if WOU or the program for which this contract was executed is abolished, WOU may terminate this contract without further liability by giving Contractor not less than 30 days prior notice. In determining the availability of funds for this contract, WOU may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

**36. WAIVER:** Failure of WOU to enforce any provision of this contract shall not constitute a waiver or relinquishment by WOU of its right to such performance in the future nor of the right to enforce any other provision of this contract.

**37. WARRANTIES:** Unless otherwise stated, all equipment shall be new and current model and shall 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 bid specifications. All implied or expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this contract. All warranties shall run to WOU.

**38. 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 Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers

**39. 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 SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

(rev 4/2013)