



**INVITATION TO BID
ITB # 2012-01
ISSUE DATE: March 21, 2012**

Laboratory Fume Hoods and Biological Safety Hoods

**BID DUE DATE AND TIME
APRIL 5, 2012 (1:00 PM, PST)**

SUBMITTAL LOCATION:

**Oregon Institute of Technology
Procurement and Contract Services
20175 NW AmberGlen Ct., Ste 100
Beaverton, OR 97006**

1.0 GENERAL

1.01 SCHEDULE OF EVENTS:

Invitation to Bid Issue Date **March 21, 2012**
Deadline for Request for Clarification or Change **March 29, 2012 (5:00 PM, PT)**
Bid Due Date and Time **April 5, 2012 (1:00 PM, PT)**
Deadline for Protest of Award 5 calendar days after date
on Notice of Award letter
Anticipated Contract Begin Date **April 16, 2012**

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

1.02 PRE-BID CONFERENCE:

No Pre-Bid Conference will be held.

1.03 ISSUING OFFICE:

The Procurement and Contract Services Office (“PACS”) of the Oregon Institute of Technology (“Oregon Tech”) is the issuing office and is the sole point of contact for this Invitation to Bid (“ITB”). All questions regarding this ITB should be directed to the person identified below:

Name: George Marlton
Title: Exec. Dir. Procurement and Contract Services
Telephone: (503) 821-1277
Fax: (503) 533-5190
Email: George.Marlton@oit.edu

1.04 DEFINITIONS

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

1. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Invitation to Bid.
2. "Exhibits" means those documents which are attached to and incorporated as part of the Invitation to Bid.
3. "Bid" means an offer, binding on the Bidder and submitted in response to an Invitation to Bid.
4. "Bidder" means an entity that submits a Bid in response to an Invitation to Bid.
5. "Bid Due Date and Time" means the date and time specified in the Invitation to Bid as the deadline for submitting Bids.
6. "Invitation to Bid" (ITB) means a Solicitation Document for the solicitation of competitive, Written, signed and sealed Bids in which Specifications, price, and delivery (or project completion) are the predominant award criteria.
7. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OAR 580-061-0130.
8. "Responsive" means a Bid that has substantially complied in all material respects with the criteria outlined in the Invitation to Bid.

9. “Written or Writing” means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION:

This ITB is to purchase biological safety hoods and laboratory fume hoods. Oregon Tech needs to receive the hoods as soon as feasibly possible to meet construction timelines. This ITB is only for the supply and delivery of the specified hoods (no installation). The hoods will be installed by the Owner’s general contractor. Note: Bidders may propose one or all hoods.

2.02 BACKGROUND:

In September 2011, the Oregon Institute of Technology took possession of the former InFocus building located at 27500 SW Parkway, Wilsonville, OR. In order to prepare the building for lab and a classroom setting, the Owner of the building commenced tenant improvements. Fortis Construction was awarded the general contractor contract by the Owner. Oregon Tech’s responsibility under this arrangement is to furnish certain equipment for the building. This includes the laboratory and biological safety hoods.

2.03 OREGON INSTITUTE OF TECHNOLOGY:

Oregon Tech is the only public, accredited institute of technology in the Pacific Northwest. We partner with business and industry leaders to ensure our programs adapt to new technologies and workforce demands.

Our applied approach to teaching, which blends theory and practice, is the main reason our alumni are so avidly recruited. Whether they study software engineering, vascular technology, management, or dental hygiene, Oregon Tech students have amazing opportunities to apply what they learn in lab-based classes, clinics, externships and workplaces. This practical focus is reinforced in the classroom by instructors who come to Oregon Tech with relevant business, industrial, or clinical experience.

Oregon Tech, a public, state-supported institution belonging to the Oregon University System, is accredited by the Northwest Commission on Colleges and Universities. Individual programs also are accredited by the appropriate professional organizations.

Oregon Tech has locations throughout the Pacific Northwest which include the traditional four-year campuses in Klamath Falls and Wilsonville. Oregon Tech offers specific degree options on sites in Salem, La Grande, and Seattle. Our Distance Education program delivers a variety of programs online.

3.0 SPECIFICATIONS / STATEMENT OF WORK

3.01 REQUIRED SPECIFICATIONS:

In order to qualify as a Responsive Bidder, the Bid needs to meet the required specifications per Exhibit A.

3.02 TERMS AND CONDITIONS:

Oregon Tech’s terms and conditions governing the purchase resulting from this ITB are included at Exhibit B.

4.0 BIDDER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS:

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

N/A

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY AND SUBMISSION OF BID:

Submit an original Bid (including all required documents) by hardcopy or by email to: Purchasing@oit.edu

5.02 REQUIRED SUBMITTALS:

It is the Bidder's sole responsibility to submit information in fulfillment of the requirements of this Invitation to Bid. If pertinent information or required submittals are not included within the Bid, it may cause the Bid to be rejected.

Bidders should submit the following information:

- Description of how the goods or services offered specifically meet the required specifications, described in Exhibit A.
- Exhibit C, Certifications, fully completed.
- Exhibit D, References, fully completed.
- Exhibit E, Bid Price Form, fully completed.

6.0 EVALUATION AND AWARD

6.01 EVALUATION:

Bids will be evaluated to determine the lowest Responsive Responsible Bidder based upon the Invitation to Bid, Exhibits and Addenda. Oregon Tech may engage in any of the processes identified in the applicable Oregon Administrative Rules to determine Contract award.

6.02 INVESTIGATION OF REFERENCES:

Oregon Tech reserves the right to investigate and to consider the references and the past performance of any Bidder with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. Oregon Tech further reserves the right to consider past performance, historical information and facts, whether gained from the Bid, interviews, references, Oregon Tech or any other source. Oregon Tech may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

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 Oregon Tech Policies and Procedures.

- 7.02 MANUFACTURER'S NAMES AND APPROVAED EQUIVALENT:
Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Bidders may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Bids are based on equivalent products, indicate in the Bid form the manufacturers' name and number. Bidders shall submit with their Bid, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Bid will not satisfy this provision. Bidders shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the ITB.
- 7.03 REQUEST FOR CLARIFICATION OR CHANGE:
Requests for clarification or change of the Invitation to Bid must be in Writing and received by the Administrative Contact no later than the Deadline for Request for Clarification or Change as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Bidder's request. Oregon Tech will consider all timely requests and, if acceptable to Oregon Tech, amend the Invitation to Bid by issuing an Addendum. Envelopes, e-mails or faxes containing requests should be clearly marked as a Request for Clarification or Change and include the ITB Number and Title.
- 7.04 ADDENDA:
Only documents issued as Written Addenda by PACS serve to change the Invitation to Bid in any way. No other direction received by the Bidder, written or verbal, serves to change the Invitation to Bid. PACS will notify potential Bidders through publication of the Addenda on the OUS procurement website. If you have received an Invitation to Bid you should consult the OUS procurement website, prior to Bid submittal, to assure that you have not missed any Addenda. Bidders are not required to return Addenda with their Bid. However, Bidders are responsible for obtaining and incorporating any changes made by the Addendum into their Bid. Failure to do so may, in effect, make the Bid non-Responsive, which may cause the Bid to be rejected.
- 7.05 PREPARING AND SIGNATURE:
All Required Submittals must be Written or prepared in ink and signed in ink by an authorized representative with authority to bind the Bidder. Signature certifies that the Bidder has read, fully understands, and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid.
- 7.06 PUBLIC RECORD:
Upon completion of the Invitation to Bid process, information in your Bid will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Bid contains what the Bidder considers a "trade secret" the Bidder must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.
- 7.07 SUBMISSION:
Bids must be submitted in a sealed envelope and be delivered to the submittal location listed on the Invitation to Bid cover sheet no later than the Bid Due Date and Time. Bidder must specify on the outside of the envelope the Invitation to Bid number, the Invitation to Bid title and the Bid Due Date and Time. **E-MAIL OR FACSIMILE BIDS WILL NOT BE ACCEPTED.**

- 7.08 MODIFICATION:
Prior to submittal, Bidders should initial modifications or erasures in ink by the person signing the Bid. After submittal but prior to the Bid Due Date and Time, Bids may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Bid. After the Bid Due Date and Time, Bidders may not modify their Bid.
- 7.09 WITHDRAWALS:
A Bidder may withdraw their Bid by submitting a Written notice to the Administrative Contact identified in this Invitation to Bid prior to the Bid Due Date and Time. The Written notice must be on the Bidder's letterhead and signed by an authorized representative of the Bidder. The Bidder, or authorized representative of the Bidder, may also withdraw their Bid in person prior to the Bid Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Bid satisfactory to Oregon Tech.
- 7.10 LATE SUBMITTALS:
Bids and Written notices of modification or withdrawal must be received no later than the Bid Due Date and Time. Oregon Tech may not accept or consider late Bids, modifications, or withdrawals except as permitted in OAR 580-061-0120.
- 7.11 BID OPENING:
Bids will be opened immediately following the Bid Due Date and Time at the Submittal Location. Bidder may attend the Bid opening. Only the names of the Bidders submitting Bids will be announced. No other information regarding the content of the Bids will be available.
- 7.12 BIDS ARE OFFERS:
The Bid is the Bidder's offer to enter into a Contract pursuant to the terms and conditions specified in the Invitation to Bid, its Exhibits, and Addenda. The offer is binding on the Bidder for one hundred twenty (120) days. Oregon Tech's award of the Contract constitutes acceptance of the offer and binds the Bidder. The Bid must be a complete offer and fully Responsive to the Invitation to Bid.
- 7.13 CONTINGENT BIDS:
Bidder shall not make its Bid contingent upon Oregon Tech's acceptance of specifications or contract terms that conflict with or are in addition to those in the Invitation to Bid, its Exhibits, or Addenda.
- 7.14 RIGHT TO REJECT:
Oregon Tech may reject, in whole or in part, any Bid not in compliance with the Invitation to Bid, Exhibits, or Addenda, if upon Oregon Tech's Written finding that it is in the public interest to do so. Oregon Tech may reject all Bids for good cause, if upon Oregon Tech's Written finding that it is in the public interest to do so. Notification of rejection of all Bids, along with the good cause justification and finding of public interest, will be sent to all who submitted a Bid.
- 7.15 AWARDS:
Oregon Tech reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. Oregon Tech reserves the right to delete any item from the award when deemed to be in the best interest of Oregon Tech.

7.16 LEGAL SUFFICIENCY REVIEW:

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

7.17 BID RESULTS:

A notice of intent to award containing the Bid results will be issued to all Bidders. The Bid file will be available for Bidder's review during the protest period at the PACS Department. Bidders must make an appointment with the Administrative Contact to view the Bid file. After the protest period, the file will be available by making a Public Records Request to Oregon Tech.

7.18 BID PREPARATION COST:

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

7.19 BID CANCELLATION:

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

7.20 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD:

Any Bidder who feels adversely affected or aggrieved may submit a protest within five (5) calendar days after Oregon Tech issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Invitation to Bid number and title. The rules governing protests are at OAR 580-061-0145.

EXHIBIT A
REQUIRED SPECIFICATIONS
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SECTION 11 53 13

LABORATORY FUME HOODS

PART 1 - GENERAL

1.01 SCOPE

- A. Provide laboratory fume hoods as described below:
 - 1. Fume hoods with work surfaces, mechanical/electrical fittings, sinks, base cabinets, filler panels, and miscellaneous items.
 - 2. Delivery to project site.

1.02 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM) D522.
- B. National Fire Protection Association (NFPA) 30 and 45.
- C. Scientific Equipment and Furniture Association (SEFA) Standard I.2 "Laboratory Fume Hood Recommended Practices".
- D. Scientific Equipment and Furniture Association (SEFA) Standard 7 "Hospital and Laboratory Fixtures".
- E. American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. (ASHRAE) Standard 110, "Method of Testing Performance of Laboratory Fume Hoods".

1.03 SUBMITTALS

- A. Materials List and Product Data: Submit complete materials list, including manufacturer's brochures and catalog data of materials, equipment, and products for Work specified in this Section.
- B. Test reports: Submit documentation of test results in accordance with SEFA 1.2 and/or ASHRAE 110, describing achievement of containment and maintenance of exhaust air flow.
- C. Shop Drawings: Submit shop drawings showing sizes, included items, fastening methods, and mounting techniques. Indicate location and seismic resistance of backing material required for installation by other portions of the work. Furnish installation drawings indicating rough-ins for plumbing, wiring, piping, ventilating and service requirements, pre-piped components and prewired components. Provide face opening, air volume and static pressure drop data.
- D. Operations and Maintenance Manuals: Submit complete operating and maintenance manuals for each hood type and size that describe proper operating procedures, maintenance and replacement schedules, components parts list, and nearest local factory representative for components and emergency repairs.

1.04 QUALITY ASSURANCE

- A. Hoods when properly installed and connected to an exhaust fan of the proper capacity, shall contain and remove fumes, vapors, and particulates generated within the hood. The face velocity shall range from 80 to 120 fpm. The hood shall operate efficiently at any setting within the range of sash opening. Noise generated by functioning hood within 6" of the plane of the sash and by-pass

openings in any position shall not exceed 60 dBA. Design shall be such that it will exhaust light or heavy gases efficiently under actual operating conditions. No reverse flows of air will be allowed along the sides, bottom or front of the hood. The sash shall operate smoothly and freely even when operated from one end of the sash and shall hold at any height.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver each item of equipment in manufacturer's packaging and crating with contents clearly identified and properly marked.
- B. Store and handle each item of equipment to prevent damage. Provide temporary skids under items weighing more than 150 pounds.

1.06 WARRANTY

- A. Furnish a written guarantee covering structural failure, warping, and finish integrity of materials and workmanship for a period of two years from the date of acceptance.

PART 2 - PRODUCTS

2.01 FUME HOODS

- A. General Fume Hood Requirements:
 - 1. Constant volume by-pass type. Hood design shall provide 60 FPM at the sash with an 18" sash opening at less than 600 CFM and less than .34 inches static pressure.
 - 2. Steel construction with concealed fasteners. Prefinished exterior with color chosen from manufacturer's standards.
 - 3. Bench mounted, 6' length, 30" to 36" depth depending on manufacturer's standard, with manufacturer's standard end panels and back panels.
 - 4. Vertical sliding laminated glass sash, using counterweights and pulleys or sprockets with chains.
 - 5. Upper non sliding panel - if present - of fixed laminated glass.
 - 6. Interior liner panels: Corrosion resistant polyester or other resin, white color.
 - 7. Prewired for manufacturer's standard interior lighting and switching, with 1 or more 20 amp GFCI convenience outlets. Provide UL Label. Locate electrical junction box at top of hood. Provide switch for light.
 - 8. Interior average illumination level of at least 80 footcandles.
 - 9. Removable ceiling enclosure panel matching hood to extend from top of fume hood to 10 ft high ceiling.
 - 10. Work surface: Manufacturer's standard epoxy resin panel, grey color, formed so as to provide a spill containment basin within the hood approximately 3/8" deep.
 - 11. Pre-plumbed for drain with connection point at bottom of hood and utility supplies with connection points at top of hood. Provide acid and solvent compatible drain line, 1-1/2" in diameter. Provide 1/2" copper supply lines. Locate controls on face of hood with supply nozzles at adjacent sidewalls of hood. Provide angle serrated hose connectors at supply nozzles. Provide various colored valve handles for various utility supplies in accordance with SEFA Recommended Practice #7.
 - 12. Safety monitor and alarm system: Provide system hardwired into hood that monitors face velocity and provides visible and audible alarm if velocity drops below preset level. Provide display of face velocity, alarm silencing button, test circuit and reset.
 - 13. Provide metal rod lattice support grid at rear wall of hood for supporting apparatus.
 - 14. Exhaust fan, exhaust and make-up air controls and ductwork are not included.

Provide all other components necessary for a complete and functional freestanding fume hood.

B. Specific Fume Hood Requirements:

1. Type 1 Hoods:

- a) Resin cup sink 3" by 6" at front left side of hood with acid waste trap and 1-1/2" drain line to point at bottom left rear of hood.
- b) Panel or deck mounted swiveling mixing valve faucet with 1 control for hot water and 1 control for cold water. Locate over cup sink at front left side of hood.
- c) Compressed air valve and panel mounted serrated nozzle at front left side of hood.
- d) Vacuum valve and panel mounted serrated nozzle at front left side of hood .
- e) Nitrogen valve and panel mounted serrated nozzle at front right side of hood.
- f) Oxygen valve and panel mounted serrated nozzle at front right side of hood.
- g) Hydrogen valve and panel mounted serrated nozzle at front right side of hood.
- h) Natural gas valve and panel mounted serrated nozzle at front right side of hood.

2. Type 2 Hoods: same as Type 1 without natural gas.

3. Type 3 Hood: Same as Type 1 without any gases, vacuum and air supplies.

B. Acceptable Products:

1. Kewaunee 'High Performance LV05'.
2. Air Master 'EH-HP-72'.
3. Labconco 'X-Stream'.
4. Mott Manufacturing "RVF-2" or "Low Volume".

2.02 BASE CABINETS

A. Flammable Liquids Storage Base Cabinets: Metal cabinets designed to support fume hoods and meeting NFPA 30 requirements and UL listed for use storing flammable liquids. Size: height to support fume hood at 36" working surface level, and 36" length. Provide side filler panels where visible gap might otherwise be seen between back of cabinet and wall.

B: Corrosives Storage Cabinet: Metal cabinets designed to support fume hoods with non corrosive lining materials, ventilated and approved for storage of corrosive materials. Size: height to support fume hood at 36" working surface level, and 36" length. Provide side filler panels where visible gap might otherwise be seen between back of cabinet and wall.

C. Standard Base Cabinet: Metal cabinets designed to support fume hoods, manufacturer's standard steel construction, finish matching fume hoods, 36" length.

PART 3 - EXECUTION

3.01 SCHEDULE

- A. Room 431: 5 Type 1 hoods, 1 Flammable liquid storage base cabinet, 1 corrosives storage base cabinet, 8 standard base cabinets.
- B. Room 433: 1 Type 1 hood, 1 Type 2 hood, 1 flammable liquids storage base cabinet, 1 corrosives storage base cabinet, 2 standard base cabinets.
- C. Room 470: 1 Type 3 hood, 1 flammable liquids storage base cabinet, 1 corrosives storage base cabinet.

END OF SECTION

SECTION 11 53 50

BIOLOGICAL SAFETY HOODS

PART 1 - GENERAL

1.01 SCOPE

- A. Provide laboratory biological safety hoods as described below:
 - 1. Safety hoods with work surfaces, mechanical/electrical fittings, sinks, base cabinets, filler panels, and miscellaneous items.
 - 2. Delivery to project site.

1.02 REFERENCE STANDARDS

- A. NSF/ANSI 49 "Class II Laminar Air Flow Biohazard Cabinetry".

1.03 SUBMITTALS

- A. Materials List and Product Data: Submit complete materials list, including manufacturer's brochures and catalog data of materials, equipment, and products for Work specified in this Section.
- B. Test reports: Submit documentation of test results in accordance with NSF 49 describing achievement of containment and maintenance of exhaust air flow.
- C. Shop Drawings: Submit shop drawings showing sizes, included items, fastening methods, and mounting techniques. Indicate location and seismic resistance of backing material required for installation by other portions of the work. Furnish installation drawings indicating rough-ins for plumbing, wiring, piping, ventilating and service requirements, pre-piped components and prewired components. Provide face opening, air volume and static pressure drop data.
- D. Operations and Maintenance Manuals: Submit complete operating and maintenance manuals for each hood type and size that describe proper operating procedures, maintenance and replacement schedules, components parts list, and nearest local factory representative for components and emergency repairs.

1.04 QUALITY ASSURANCE

- A. Hoods when properly installed shall contain biological organisms and particulates generated within the hood. The face velocity shall range from 80 to 120 fpm. The hood shall operate efficiently at any setting within the range of sash opening. Noise generated by functioning hood within 6" of the plane of the sash and by-pass openings in any position shall not exceed 60 dBA. Design shall be such that no reverse flows of air will be allowed along the sides, bottom or front of the hood. The sash shall operate smoothly and freely even when operated from one end of the sash and shall hold at any height.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver each item of equipment in manufacturer's packaging and crating with contents clearly identified and properly marked.
- B. Store and handle each item of equipment to prevent damage. Provide temporary skids under items weighing more than 150 pounds.

1.06 WARRANTY

- A. Furnish a written guarantee covering structural failure, warping, and finish integrity of materials and workmanship for a period of three years from the date of acceptance.

PART 2 - PRODUCTS

2.01 BIOLOGICAL SAFETY HOODS

A. General Hood Requirements:

1. NSF classification Class II, Type A2.
2. Front loading HEPA filter with 99.99% efficiency in containing particles .3 microns or larger. Filter shall be replaceable without disassembly of unit.
3. Constant volume type. Hood design shall provide 105 FPM at the sash with a 10" sash opening.
4. Steel construction with concealed fasteners. Prefinished exterior with color chosen from manufacturer's standards.
5. Outside dimensions: 6' nominal length, 32" nominal depth.
6. Vertical sliding laminated glass sash, using counterweights and pulleys or sprockets with chains.
7. Painted steel cabinet interior.
8. Prewired for manufacturer's standard interior lighting and switching, with 1 or more 20 amp GFCI convenience outlets within containment area. Provide UL Label. Provide switch for light and fan.
9. Interior average illumination level of at least 80 footcandles.
10. Work surface: Manufacturer's standard stainless steel panel.
11. Safety monitor and alarm system: Provide system hardwired into hood that monitors face velocity and provides visible and audible alarm if velocity drops below preset level. Provide display of face velocity, alarm silencing button, test circuit and reset.
12. Integral exhaust fan, exhaust and make-up air controls.
13. Base stand: Steel stand with manually adjustable height.

Provide all other components necessary for a complete and functional freestanding biosafety hood.

B. Acceptable Products:

1. Thermo Scientific '1300 series 1.8'.
2. Kewaunee 'Interceptor INT-200A'.
3. Labconco 'Purifier Logic 3460000'.
4. Nu-Aire 'Labguard 440'.

PART 3 - EXECUTION

3.02 SCHEDULE

- A. Room 475: 1 biological safety hood and adjustable base stand.

END OF SECTION

EXHIBIT B
TERMS AND CONDITIONS FOR GOODS
PURCHASE ORDER TERMS AND CONDITIONS
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1. DEFINITIONS:

"Contractor" means the party named in the Purchase Order ("PO") with whom OIT has contracted for the purchase of goods or goods and services. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code ("UCC")(Oregon Revised Statutes ("ORS") Chapter 72) are synonymous;

"Purchase Order" or "PO" means the entire written agreement between the parties, including these Purchase Order Terms and Conditions, and any other terms and conditions and agreements referenced on the face of the PO.

2. DELIVERY: Deliveries will be F.O.B Destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. INSPECTIONS: OIT may inspect and test the Goods and related Services (collectively, "Goods") at times and places determined by OIT. OIT may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, OIT may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit OIT's rights, including its rights under the UCC ORS chapter 72. Nothing in this paragraph is to in any way affect or limit OIT'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.

4. PAYMENT: OIT shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the accurate invoice is received, whichever is later. If OIT fails to pay within 45 days of such date, Contractor may assess overdue account charges up to a rate of 2/3% per month (8% APR) or the maximum rate allowed by law on the outstanding balance. (ORS 293.462)

5. OIT PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the OIT may pay such claim and charge that payment against any payment due to the Contractor under this PO. OIT's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

6. WARRANTIES: Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer, unless otherwise authorized by OIT. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to OIT.

7. TERMINATION: (i) The parties may terminate this PO by mutual agreement; (ii) OIT may terminate this PO at any time for convenience with written notice to Contractor. Upon receipt of the written notice, Contractor shall stop performance, and OIT shall pay Contractor for Goods or Services delivered and accepted. (iii) OIT may terminate this PO at any time if OIT fails to receive funding, appropriations, or other expenditure authority; (iv) If Contractor breaches any PO provision or is declared insolvent, OIT may terminate this PO for cause with written notice to Contractor, and Contractor shall be liable for all incidental and consequential damages resulting from its breach, including all damages as provided in the UCC.

8. HOLD HARMLESS: *Contractor shall indemnify, defend and hold harmless OIT the State of Oregon and its agencies, their divisions, officers, employees, and agents, 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 under this PO.*

9. GOVERNING LAW, JURISDICTION, VENUE: This PO is governed by Oregon law, without resort to any other jurisdiction's laws. Any claim, action, suit, or proceeding between OIT and the Contractor that relates to this PO ("Claim") must be heard exclusively in the Circuit Court of Marion County for the State of Oregon. If the Claim must be brought in a federal forum, then it must be heard exclusively in the US District Court for the District of Oregon. Contractor consents to the in personam jurisdiction of these courts. *Neither this Section nor any other provision of this PO is a waiver by the State of Oregon of any form of defense, sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the US Constitution, or other immunity, from any Claim or from the jurisdiction of any court.*

10. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. OIT may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

11. ASSIGNMENT/SUBCONTRACT/SUCCESSORS: Contractor shall not assign, transfer, or subcontract rights (Subcontract) or delegate responsibilities under this PO in whole or in part, without the prior written approval of OIT. This PO's provisions are binding upon and inure to the benefit of the parties to the PO and their respective successors and assigns.

12. ACCESS TO RECORDS: Contractor shall maintain all accounting records relating to this PO according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant OIT, and the State of Oregon and its agencies, the Secretary of State Audits Division, the federal government, and their duly authorized representatives access to the Records, including reviewing, auditing, copying, and making transcripts.

13. COMPLIANCE WITH APPLICABLE LAWS: Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as amended (Rules), including: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974; (vii) ORS Chapter 659; (viii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (ix) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; and (x) all regulations and administrative rules established pursuant to the foregoing laws.

14. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor

shall ensure that its Subcontractors, if any, comply with these requirements.

15. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

16. MATERIAL SAFETY DATA SHEET: Contractor shall provide OIT with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437-002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

17. RECYCLABLE PRODUCTS: Unless otherwise required, Contractor shall use recycled and recyclable products to the maximum extent economically feasible in the performance of the PO.

18. AMENDMENTS: All amendments to this PO must be in writing, signed by OIT.

19. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

20. WAIVER: OIT's failure to enforce any provision of this PO is not a waiver or relinquishment by OIT of its rights to such performance in the future or to enforce any other provisions.

21. AWARD TO FOREIGN CONTRACTOR: If Contractor is not registered to do business or has no office in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this PO. OIT may withhold final payment under this PO until Contractor has met this requirement.

22. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (b) it is not in violation of any Oregon tax laws.

23. EXPORT CONTROL: Contractor acknowledges that OIT has students and faculty who are foreign nationals who may work with services, product or technology received from Contractor pursuant to this PO. Contractor represents that it has informed OIT in writing, prior to acceptance of this PO if it is providing OIT 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.

24. OIT NAME AND TRADEMARK: Contractor shall not use names, marks or trademarks identifying OIT, or any department or office of OIT, or in any other way identify OIT without prior written approval from the OIT Office of Marketing and Communication.

25. INSURANCE: Contractor shall secure at its own expense and keep in effect during the term of the performance under this PO, general liability or professional liability insurance as deemed applicable by OIT with limits not less than one million dollars (\$1,000,000) per occurrence with an aggregate amount of \$2,000,000, unless otherwise specified in writing by OIT. If requested, Contractor shall provide proof of insurance of said insurance policy.

26. ORDER OF PRECEDENCE: This PO includes 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 issued by OIT and its attachments and addenda, if any; and ii) this Purchase Order including its Terms and Conditions, Contractor's bid, proposal or quote. *In the event Contractor's bid, proposal or quote contains a requirement that its terms and conditions are superior to the above order of precedence, then Contractor acceptance of this PO constitutes a complete and absolute waiver of such requirement.*

27. EMPLOYMENT STATUS AND CONFLICTS: Contractor certifies that it is not currently employed by the federal government and it is not an employee of the Oregon University System. Contractor further certifies that it has not offered any gifts, financial incentive or other enticements to an OIT employee, an OIT employee relative as defined in ORS 244.020(15), or an employee's or relative's business in exchange for a contract.

28. INDEPENDENT CONTRACTOR STATUS: The services to be rendered under this PO are those of an independent contractor. Contractor is solely and entirely responsible for any applicable state and federal taxes applicable to this PO. Contractor's employees are not entitled to any of the benefits that OIT provides its employees.

29. TRAVEL AND EXPENSE REIMBURSEMENT: If any travel or expense reimbursement is authorized in this PO, OIT will only reimburse Contractor in accordance with the OIT Contractor Travel Reimbursement Policy, hereby incorporated by reference.

30. INTELLECTUAL PROPERTY: All inventions, discoveries, work of authorship, trade secrets or other tangible or intangible items and intellectual property rights created by Contractor pursuant to this PO, including derivative works and compilations, together the "Work Product", and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of OIT.

31. TIME IS OF THE ESSENCE: Contractor agrees that time is of the essence under this PO.

32. MERGER: THIS PURCHASE ORDER CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS PO. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS PO SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER IS EFFECTIVE ONLY IN THE INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

**ITB #2012-0-1 - EXHIBIT C
CERTIFICATIONS**

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

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the 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. 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.

SECTION II. AFFIRMATIVE ACTION

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

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

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

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

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

Agrees Disagrees

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

Authorized Signature: _____ Date: _____

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

Title: _____ Fax:(____) _____

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
 Minority Owned Women Owned Emerging Small Business

Oregon MWESB Certification Number: _____

Self-Identified Minority, Women or Emerging Small Business: Yes No

**EXHIBIT D
REFERENCES**

REFERENCE 1

Company: _____ Contact Name: _____
Address: _____ Phone Number: _____
City, State, Zip: _____ E-Mail: _____
Goods or Services Provided: _____

REFERENCE 2

Company: _____ Contact Name: _____
Address: _____ Phone Number: _____
City, State, Zip: _____ E-Mail: _____
Goods or Services Provided: _____

REFERENCE 3

Company: _____ Contact Name: _____
Address: _____ Phone Number: _____
City, State, Zip: _____ E-Mail: _____
Goods or Services Provided: _____

**ITB #2012-01 - EXHIBIT E
BID PRICE FORM**

Bid pricing response must be FOB: Wilsonville, OR and include all taxes, tariffs, and delivery costs

ITB#2012-01 Date: _____

FOR THE LUMP SUM TOTAL: \$ _____

Delivery Time after Receipt of Purchase Order: _____

Prices Good through: _____

Company: _____

Address, City, State, Zip: _____

Contact Name: Telephone: _____

Contact Title: _____ Email: _____

By: _____ Title: _____
(Authorized Signature)