

UNIVERSITY OF OREGON - ITB #40180A

The State of Oregon
Acting by and Through the
State Board of Higher Education on Behalf of
UNIVERSITY OF OREGON
("University")

INVITATION TO BID ("ITB")

ITB# 40108A

**White Stag Studio Desks
Steel Frame**

Bids Due Not Later Than: **AUGUST 1, 2008, 5:00 P.M.**
At Issuing Office. Postmarks will not be considered.

Issuing Office: **Michael Smith, AAA Director of Facilities Services
Lawrence Hall #126
5249 University of Oregon
Eugene, Oregon 97403**

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Section I

General Information on Bid

Purpose: This ITB is being issued to obtain 80 – 73” Desk frames and 60 – 62” steel desk frames. For the University of Oregon Architecture and Product Design Programs located in the White Stag Building in Portland, Oregon

1.1 Intent: The intent of this ITB is to obtain the services of a qualified and highly experienced metal fabricator to produce and deliver a total of 140 steel desk frames (80 – 73” frames and 60 – 62” frames). The frames are to be manufactured exactly as is specified by the drawings created and provided by the responsible department with this ITB. The finished desk frames are to be delivered to the White Stag building loading dock located in Portland, Oregon no later than **September 15, 2008. A 5% of the total awarded contract amount penalty per day will be deducted from final payment for shipments received after due date.**

1.2 In the event that one or more of the award contractors default, or terminate, or are terminated within the first 60 days of this contract, University reserves the right, at University's discretion, to make award to the next highest-ranked bid proposal from the original proposal evaluation. Once a contractor has defaulted, or terminated, or has been terminated, that contractor shall no longer be evaluated for subsequent award from this ITB. University will never have more than one contract awarded during this contract term, but reserves the right to make subsequent awards from the original evaluation to keep up to three active contracts.

Please refer requests for additional information or clarification of requirements to the following:

**Michael Smith
AAA Director of Facilities Services
Lawrence Hall #126
5249 University of Oregon
Eugene, Oregon 97403
541.346.2055**

The University will notify all recipients of the ITB of any substantive clarification provided in response to any inquiry. Unless a different deadline is specified in this ITB, requests for clarification or change of the ITB document must be received by the University in writing at least ten (10) days prior to the Closing Date and Time. Such requests for clarification or change will include the reasons for the clarification or change, and any proposed changes to specifications or provisions. The University will consider all requests for clarification or change and, and if appropriate, amend this ITB by issuing addenda. The University may extend the closing date and time if such information significantly amends this solicitation or makes compliance with the original proposed closing date and time impractical.

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All individuals or entities submitting proposals are hereafter referred to as "Bidders".

All bids must be received by the University's Issuing Office on or before **AUGUST 1, 2008 5:00 P.M. Postmarks will not be considered.**

Office hours for receipt of bids are:

Monday through Friday 8:00 a.m. - 12:00 noon, and 1:00 p.m. - 5:00 p.m.

Issuing Office mailing and delivery address:

**Michael Smith, AAA Director of Facilities Services
School of Architecture and Allied Arts
5249 University of Oregon
Eugene, Oregon 97403**

Physical Address:

**1190 Franklin Blvd.
Lawrence Hall Room 126**

Section II

Bid Procedures.

- 2.1 Bids will be prepared by typewriter, computer, or legibly handwritten/printed in ink, and shall be signed by an authorized representative of the bidder. Alterations or erasures shall be initialed in ink by the person signing the Bid Statement. No oral, telegraphic or telephone bids will be accepted.
- 2.2 Bidders shall submit two (2) sealed copies of their bid, following the University's outline, and this Invitation to Bid (ITB), with the Bid Statement completed and signed.
- 2.3 All submissions must be submitted in a sealed envelope appropriately marked. All envelopes in which the ITB, Bid Statement and your bid are submitted **MUST** be clearly marked **BID**, noting the ITB number, and closing date and time. The University will not be responsible for the proper identification and handling of Bids not submitted in the designated manner or format as required by this Bid. It is the Bidders responsibility to ensure that the bid is received by the University at the required delivery point, prior to the Closing as indicated in this **BID** regardless of method used to submit or transmit the bid.
- 2.4 All submissions will be made to the address indicated in **Section 1** of this ITB.
- 2.5 Unless expressly authorized in this **ITB**, bidders shall not make their bids contingent

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upon the University's acceptance of specifications or contract terms that conflict with or are in addition to those set forth in this **ITB**.

- 2.6 Questions from and answers to any one prospective bidder, not addressed in the pre-bid meeting if one is held, will be forwarded to all recipients of this ITB (as soon as resolved and before the submission deadline if feasible) if such questions will clarify any part of this ITB.
- 2.7 Bids may be withdrawn at any time prior to the scheduled closing date and time. This can be accomplished by written notification on company letterhead signed by an authorized representative or in person upon presentation of appropriate identification. Envelopes must be clearly marked **BID WITHDRAWAL**, the ITB number, and the closing date and time.
- 2.8 Modifications to a previously submitted bid which are made prior to the bid due date will be considered by the University, if received prior to the scheduled closing date and time. Envelopes must be clearly marked **MODIFICATION**, the ITB number, and the closing date and time. Oral or telephone modifications or corrections will not be recognized or considered.
- 2.9 Requests for change or protests of specifications or contract provisions set forth in this ITB must be received by the University, in writing, no later than seven (7) business days prior to the closing date and time.

Such request for change or protests shall include the reasons for the request for change or protest, and proposed changes to specifications or provisions. Envelopes containing requests for change or protest must be marked **SOLICITATION SPECIFICATION REQUEST FOR CHANGE or CONTRACT PROVISION PROTEST**, and must identify the ITB number and the closing date and time. No requests for change or protests of solicitation specifications or contract provisions shall be considered after the deadline stated above. The University reserves the right to amend the ITB, extend the bid closing date and time, or deny the request or protest.

- 2.10 If the University deems it necessary to amend the ITB, an Addendum will be prepared and issued to all recipients of the ITB. Bidders shall be required to sign and attach a copy of the Addendum to their bid. If the bidder has already submitted a bid, the bidder shall follow the instructions set forth in Section II, 2.7 or 2.8. above.
- 2.11 The University reserves the right to inquire in writing, and meet with individuals or representatives of bidding firms, for the purpose of clarification of points made in their bid.
- 2.12 The University reserves the right, at its option, to reject any or all bids. Notification of bid rejection will be made in writing, sent by certified mail. The University reserves the right to waive minor informalities or irregularities in bids.

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- 2.13 The University is not responsible for any costs of any bidders incurred in connection with submitting or presenting bids and all bidders who respond to solicitations do so solely at their own expense.
- 2.14 Bidders agree that the University will have the right to review and require modification of any terms and conditions used in the final contract. Failure to agree upon acceptable contract terms and conditions may result in cancellation of the bid award.
- 2.15 This ITB and one copy of each original bid received in response to it, together with copies of all documents pertaining to the award of a contract, shall be retained by the Issuing Office for the required University retention period, and made a part of a file or record which shall be open to public inspection. If a bid contains any information that is considered a "trade secret" under ORS 192.501(2), the bidder must mark each sheet of such information with the following legend:
- "This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."
- Failure to mark a specific page with the legend set forth in this paragraph shall conclusively establish that the information on that page does not constitute a trade secret as defined in ORS 192.501(2).
- The Oregon Public Records law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies "unless the public interest requires disclosure in the particular instance". ORS 192.501(2). Therefore, non-disclosure of documents or any portion of a document submitted as part of a bid may depend upon official or judicial determinations made pursuant to the Public Records Law.
- Bids in which the entire document is marked or otherwise identified in its entirety as confidential or a "trade secret" may be rejected.**
- The above information restriction may not include cost or price information, which must be open to public inspection. Bids in which the entire document is marked or otherwise identified in its entirety as confidential or a "trade secret" will be rejected. The bidder will be requested to mark only specific pages or text and return the bid prior to closing date and time.
- 2.16 The University plans to award a contract to the firm or individual with the lowest bid. However, the University will also consider and assess the other factors set forth in this ITB and therefore reserves the right to award to a firm or individual with other than the lowest bid. **Notification of University's decision will be mailed no later than August 4, 2008.**
- 2.17 Bids are firm, binding and irrevocable offers for a period of ninety (90) days following the Closing Date and Time.

Section III

Information to be provided by Bidder in the Bid

- 3.1 Bids will include the business name, address and telephone number and email of the Bidder, and a cover letter summarizing the bid.
- 3.2 If the bidder is an entity other than a sole proprietorship, Bidder will submit evidence in the form of a Secretary Certificate (or equivalent documentation) that the individual submitting the bid is authorized to act for and bind the Bidder in all matters relating to the bid and possible subsequent contract as well as organization documents. If the Bidder is not an entity organized under the laws of the State of Oregon, Bidder will submit a certificate of good standing (or equivalent documentation).
- 3.3 Bids will set for the qualifications of the Bidder to perform the contract. This should include a description of the Bidder's experience performing projects of this type, as well as resources at its disposal to perform the project. The University reserves the right to request that prior to awarding this contract the successful Bidder supply a certified copy of its financial statement for review. Bids will verify that the Bidder has any and all licenses (including, but not limited to, software licenses) necessary for the work contemplated under this ITB, as applicable.
- 3.4 Bids will include a list of three clients and contact information for whom similar projects have been completed by the Bidder. These clients may be contacted by the University for an evaluation of the Bidder's performance.
- 3.5 Bids will include a full description of all deliverables including proposed timeline with breakdown of time and an itemized price list with a total price of all deliverables under this ITB.

Section IV

Scope of Services Required by Successful Bidder:

The following services are to be provided by the successful Bidder:

White Stag Studio Desks Steel Frame

- 4.1 The contractor must furnish all materials, equipment as is specified on the drawings and deliver the steel frame for both sizes of desks (73" and 62" for a grand total of 140)
- 4.2 All steel desk frames must be delivered as specified in the drawings and bid

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document no later than **September 15, 2008**.

Section V

Award Procedures

- 5.1 Bids will be evaluated by a committee consisting of representatives of the requesting University department, and when applicable, other users ("Committee").
- 5.2 Proposals will be evaluated for completeness and compliance with the requirements of this **ITB**.
- 5.3 Those bids which are incomplete, which do not meet all requirements of this **ITB**, or otherwise deemed by University to be "non-responsive," will be rejected.
- 5.4 Bids considered complete, or "responsive," will be evaluated to determine if they comply with the minimum requirements of this **ITB**.
- 5.5 Award Notice. Prior to contract award, the apparent successful bidder will be notified of its apparent winning bid, and a contract will be drawn which will include by reference this **ITB**, the bidder's bid, and any other contractual language as may be required by the University or by law. All other bidders will be notified that the apparent winning bidder has been selected. It is anticipated that the Award Notice will be released on or about **AUGUST 4, 2008**.
- 5.6 Award Protest. Protest of the selection or award is to be made pursuant to the conditions and limitations of OAR 580-061-0145.

Section VI

Standard Contractual Requirements

The contract award will be pursuant to a separate agreement which, in addition to the above terms, will contain the terms set forth hereafter. The contract award will be contingent upon compliance with and acceptance of the separate agreement which includes the following nonnegotiable terms.

CAPTIONS. The captions or headings in this contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this contract.

EXECUTION AND COUNTERPARTS. This contract may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this contract are those of an independent contractor. Contractor is not to be considered an agent or employee of the University for any purpose, and neither Contractor nor any of Contractor's agents or

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employees are entitled to any of the benefits that University provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees and subcontractors during the performance of this contract. If Contractor is providing personal services as an individual (a) Contractor: (1) is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment; (2) will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance, or Public Employees Retirement System benefits from this contract payment; (3) is not an officer, employee, or agent of the State of Oregon as these terms are used in ORS 30.265 and will not be under the direction and control of University; (4) is not currently employed by the Federal Government and the amount charged does not exceed Contractor's normal charge for the type of service provided if payment is to be charged against Federal funds; (5) must furnish Form 8233 in duplicate with this contract if Contractor is a non-resident alien and claims exemption from Federal withholding tax. (b) the Oregon University System, acting on behalf of University, will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

SUCCESSORS IN INTEREST. The provisions of this contract will be binding upon and will inure to the benefit of the parties hereto, and their respective successors and assigns.

FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor will promptly provide to the Oregon Department of Revenue and the State of Oregon Corporation Division, all information required by those agencies relative to this contract. The Contractor will demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this contract.

NON RESIDENT ALIEN CONTRACTOR. If the Contractor is a non-resident alien, the required work authorization VISA code must be provided to University prior to the performance of any service under the contract. If the Contractor is unable to obtain the required work authorization VISA code, allowing Contractor to work and receive the compensation described in the contract, the contract will be null and void. If a tax treaty exists between the United States and Contractor's country, and the Contractor wishes to be exempt from Federal tax withholding, the Contractor must file a Federal Internal Revenue Service Form 8233 with the University prior to the commencement of the contract.

RESIDENT ALIEN CONTRACTOR. If the Contractor is a resident alien, the required evidence of both identity and employment eligibility must be provided to University prior to the performance of any service under this contract. If the Contractor is unable to obtain or provide this evidence, the contract will be null and void. Acceptable documentation to establish identity are drivers license or ID cards issued by federal, state or local government bearing a photograph. Acceptable documentation to establish employment authorization is an unexpired employment authorization document issued by the INS. Acceptable evidence of both identity and employment eligibility are: Alien Registration Receipt Card or Permanent Resident Card (INS Form 1-551); foreign passport with a Temporary 1-551 stamp; unexpired Employment Authorization Document issued by the INS which contains a photograph (Form I-688A, or Form I-688B); or in the case of a nonimmigrant alien, a foreign passport with an Arrival-Departure Record (Form I-94) bearing the same name as the passport and containing an endorsement of the alien's

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nonimmigrant status, so long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the Form I-94.

UNIVERSITY RESPONSIBILITIES AND PREROGATIVES. Payment under this contract will be subject to the limitations and conditions of ORS 293.462.

INDEMNITY. Contractor will save, indemnify, and hold harmless the State of Oregon acting by and through the State Board of Higher Education on behalf of University and their officers, agents, employees, and members from all claims, suits, and actions of whatsoever nature resulting from or arising out of the activities of Contractor, or its subcontractors or employees acting under this contract.

INSURANCE. The Contractor will secure at its own expense and keep in effect during the term of this Contract either comprehensive general liability insurance with a broad form CGL endorsement or broad form commercial general liability insurance, covering bodily injury and property damage, with a minimum limit of \$2,000,000 per occurrence, which will include personal and advertising injury liability and products and completed operations, and contractual liability covering Contractor's indemnity obligation;; and auto liability insurance, covering owned, non-owned, and hired vehicles, with a minimum limit of \$2,000,000 per occurrence. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. In addition, Contractor will provide an endorsement from the insuring company, naming the State of Oregon, acting by and through the State Board of Higher Education, their officers and employees as additional insured. 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 duration of 24 months. Before Contractor commences work under this Contract, Contractor will furnish to University contract officer certificates of insurance and endorsements as evidence of the insurance coverages required by this contract. The certificates will provide that the insurance company will give a 30-day written notice to the University contract officer if the insurance is canceled or materially changed.

RESPONSIBILITY FOR DAMAGES. Contractor will 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 actor omission of Contractor and its subcontractors and employees in carrying out the work to be done under this contract.

TAXES. University will not be responsible for any taxes due as a result of this contract, whether federal, state, or local. It is agreed that the Contractor has anticipated these taxes and included them in the response to University's solicitation document (ITB or RFP).

TERM. The term of this contract will be for three (3) years from the date of execution of the contract ("Initial Term"). At the end of the Initial Term, the University will have the options to renew the contract for two (2) additional one (1) year terms (each a "Renewal Term"). The University may exercise its option to renew the contract by delivering to Contractor written notice of intent to renew at least thirty (30) days prior to the end of the then current term. The terms and conditions of all Renewal Terms will be the same as the Initial Term except that the number of remaining Renewal Terms will be reduced by the number of Renewal Terms already exercised.

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TERMINATIONS. This contract may be terminated by mutual consent of both parties or by either party upon 30 days notice. This termination must be in writing and delivered by certified mail or in person. University may terminate this contract effective upon delivery of written notice to Contractor or at such later date as may be established by University under any of the following conditions: (a) If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this contract. (b) If any license or certificate required by law or regulations to be held by Contractor to provide the services required by this contract is for any reason denied, revoked, or not renewed. Any such termination of this contract will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

TERMINATION DUE TO NONAPPROPRIATION OF FUNDS. If sufficient funds are not provided in future legislatively approved budgets of the Oregon University Systems (OUS) (or from applicable Federal, state, or other sources) to permit the University in the exercise of its reasonable administrative discretion to continue this contract, or if OUS or program for which this contract was executed is abolished, the University may terminate this contract without further liability by giving Contractor not less than thirty (30) days notice. In determining the availability of funds from the Oregon Legislature for this contract, OUS may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

DEFAULT. University by written notice of default (including breach of contract) to Contractor may terminate the whole or any part of this contract: (a) If Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; (b) If Contractor fails to perform any of the other provisions of this contract, or fails to pursue the work so as to endanger performance of this contract in accordance with its term and, after receipt of written notice from University, fails to correct such failures within 10 days or such longer period as University may authorize.

COMPLIANCE WITH APPLICABLE LAW. Contractor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to work to be done under this contract. The Contractor agrees to comply with all federal and state laws prohibiting discrimination on the basis of race, sex, national origin, religion, age, or handicap, and the provisions of the American Disabilities Act, 42 U. S . Code 12100 et seq. Failure or neglect on the part of the Contractor to comply with any or all such laws, ordinances, rules, and regulations will not relieve the Contractor of these obligations nor of the requirements of this contract.

GOVERNING LAW. This contract will be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, suit or proceeding (collectively "claim") between the Contractor and University which arises from or relates to this contract will be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor, by execution of this contract, hereby consents to the in personam jurisdiction of said courts.

NOTICES AND REPRESENTATIVES. All notices, certificates, or other communications rendered will be sufficiently given when delivered or mailed postage prepaid to the

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representatives of the parties at their designated places of business as follows: To University at its Issuing Office, as set forth on Page 2 of the solicitation document, and to Contractor as set forth on the Bid or Proposal Statement.

HAZARD COMMUNICATION. Contractor will notify University prior to using products containing hazardous chemicals to which University employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules Chapter 437. Upon University's request, Contractor will immediately provide Material Safety Data Sheets as required by OAR 437-155-025 for the products subject to this provision.

RECYCLED PRODUCTS. Contractor will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

ECONOMIC OPPORTUNITIES. Contractor will, when applicable, have made good faith efforts to subcontract or establish joint ventures with or obtain materials to be used in performing the contract from minority, women, or emerging small business enterprises.

SUBCONTRACTS AND ASSIGNMENTS. Contractor will not assign or transfer its interest nor delegate its obligation in this contract without the express written consent of the University. Contractor will not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from University.

DUAL PAYMENT. Contractor will not be compensated for work performed under this contract from any other department of the State of Oregon.

CONFLICT OF INTEREST. Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this contract no person having any such interest will be employed.

TAX COMPLIANCE CERTIFICATION. Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4). The tax laws described in ORS 305.380(4) are those imposed by ORS chapter 118, 314, 316, 317, 318, 320, 321, and 323, and sections 10 to 20, chapter 533, Oregon Laws 1981, as amended by chapter 16, Oregon Laws 1982 (first special session); 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. When contract length exceeds a 12-month period, Contractor will file a new certification with the University, in writing, annually on or before the commencement of the next 12-month term.

ACCESS TO RECORDS. Contractor will 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 for the performance of this Contract. The University, Oregon University System, Secretary of State of the State of Oregon, Federal Government, and their duly authorized representatives will 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. Such books

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and records will be maintained by Contractor 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 this contract and for any commitments or expenditures in excess of amounts authorized by University.

PAYMENTS. Contractor may invoice University as set forth below:

a.) Seller may invoice 50% of the purchase price upon final execution of a contract between the University and the Seller, and University will make payment within 30 days; 2) The balance shall be due within 30 days after University receives Seller's invoice. Seller's invoice for the balance may be sent when Seller receives written notice of Acceptance.

University will pay invoices within thirty (30) days of receipt of same. All payments are subject to the limitations and conditions of ORS 293.462.

UNIVERSITY RESPONSIBILITIES AND PREROGATIVES. The University will be responsible for

ACCEPTANCE OF PRODUCT. All steel frames will be visually inspected while unloading steel frames at loading dock.

WARRANTY. Warranty period begins upon Acceptance of Product by the University.

SERVICE CONTRACT. All hardware service contracts shall begin upon Acceptance of the Product by University.

SUBCONTRACTING. If Contractor will be required to obtain goods or services from a subcontractor in order to fulfill the Contractor's requirements under the Contract, it will be mandatory for the Contractor to act as the prime contractor for the purpose of this contract. The Contractor will be considered the sole point of contact with regard to contractual stipulations, to include payment of any and all charges resulting from the purchase of subcontractor(s) services or goods necessary for fulfillment of this contract, and the Contractor will be responsible for meeting all other requirements of the contract.

SCHEDULING. Seller is required to coordinate delivery with University's contact: **Michael Smith (541)346-2055.**

SHIPPING. To the extent that Contractor must ship goods or documents to University, the contract cost will include all shipping and/or handling charges. Contractor will pay freight charges, own goods in transit and assume full risk and liability for goods damaged in transit, and files any damage claims. Proposer will clearly identify packages with University contact's name and contact information. University's shipping address is:

**School of Architecture and Allied Arts
University of Oregon
221 N.W. 2nd Avenue
Portland, OR 97209
Attn.: John Woefle**

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Risk of loss shall pass to University upon notice of full and complete installation by Seller but shall pass back to Seller after a notice of default once Seller begins to remove the product.

TAXES. University is tax exempt. All taxes will be the responsibility of the Proposer.

PERFORMANCE BOND. University reserves the right to require a performance bond.

OWNERSHIP OF WORK PRODUCT. All work products or any form of property originated or prepared by Contractor which result from this contract are the exclusive property of the University.

SEVERABILITY. The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

WAIVER. The failure of the State to enforce any provision of this contract will not constitute a waiver by the State of that or any other provision.

CONSIDERATION. The consideration paid in this contract represents the total amount of remuneration for all services.

FORCE MAJEURE. Neither the University nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, the University's or Contractor's reasonable control. Contractor will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligation under this contract.

APPROVALS. No work will commence under this contract until the contract has been approved and signed by all parties.

SEXUAL HARASSMENT. The State Board of Higher Education has adopted policies applicable to Contractors that prohibit sexual harassment. The Contractor and its employees are required to adhere to the University's policy prohibiting sexual harassment in their interactions with members of the University's community.

WORKER'S COMPENSATION. All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its sub-contractors complies with these requirements.

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Section VI

Bid Statement

I have read all of the terms and conditions of this Invitation to Bid, and I understand that if awarded the contract, I shall be bound by its terms and conditions, and hereby tender my bid in the amount of \$_____. I certify that I have not and will not discriminate against minority, women, or emerging small business enterprises in obtaining any required subcontracts.

Certificate of Compliance with Tax Laws

I, the undersigned, being first duly sworn,

Check one box: ___ hereby certify under penalty of perjury that I am not in violation of any Oregon tax laws.
___ hereby certify under penalty of perjury that I am authorized to act on behalf of Contractor and to the best of my knowledge; Contractor is not in violation of any Oregon tax laws.

Business Designation (check one):

___ Corporation ___ Partnership ___ Sole Proprietorship
___ Governmental/Non-Profit ___ Limited Liability Company

Social Security No. or Tax Identification No. _____

(Above information must be provided prior to contract approval. If awarded the contract, this information will be reported to the Internal Revenue Service under the name and taxpayer I.D. number submitted. Information not matching IRS records could subject Contractor to 31 percent backup withholding.)

The individual signing this Bid Statement warrants they have authority to bind the Bidder by their signature.

Signature: _____ Dated: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

