



REQUEST FOR PROPOSALS

RFP # 2023-14

**FIRE ALARM SYSTEMS MONITORING, MAINTENANCE, AND SEMI-ANNUAL
INSPECTION/ TESTING**

FOR

**KLAMATH FALLS, OREGON CAMPUS
WILSONVILLE, OREGON CAMPUS
OMIC R&D – SCAPPOOSE, OREGON CAMPUS**

ISSUE DATE: December 5, 2023

CLOSING DATE: Thursday, January 4, 2024

CLOSING TIME: 1:00 P.M., Pacific Time (PT)

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**OREGON INSTITUTE OF TECHNOLOGY
REQUEST FOR PROPOSALS**

RFP #2023-14

**FIRE ALARM SYSTEMS MONITORING, MAINTENANCE, AND SEMI-ANNUAL
INSPECTION/ TESTING FOR KLAMATH FALLS, OR CAMPUS; WILSONVILLE, OR
CAMPUS; AND SCAPPOOSE, OR CAMPUS (OMIC R&D)**

SECTION I - INFORMATION REGARDING PROPOSAL

INTRODUCTION

The Oregon Institute of Technology (“Oregon Tech”) is seeking proposals to select a contractor to provide campus buildings fire alarm systems monitoring, maintenance, and required system inspection services for its Klamath Falls, Wilsonville and Scappoose, Oregon (OMIC) Campuses. Proposers may propose for either one, two, or all three campuses.

IMPORTANT NOTICE

It will be the responsibility of potential proposers to refer daily to the Public University Procurement Website (<https://www2.wou.edu/nora/orpu.bid.home>) to check for any available addenda, response to clarifying questions, cancellations or other information pertaining to this Request for Proposals (“RFP”).

Mandatory Pre-Proposal Conference & Tour: In order to be eligible to propose for services at one, two, or all three campuses, interested proposers shall be required to participate in a campus tour for each campus the proposer plans to propose services for. All campus tours must be coordinated with James Lake, Maintenance Supervisor and the tour must be conducted by a designated Oregon Tech employee. The tour is intended to provide an opportunity for questions and answers and to view existing conditions and equipment.

Campus site tours must be arranged and completed no later than Tuesday, December 19, 2023. Proposer will be required to sign-in prior to campus site tour in order to be eligible to submit a proposal.

Please RSVP to James Lake, Maintenance Supervisor James.Lake@oit.edu to schedule campus site tour, and so Oregon Tech may arrange logistics and information packages.

GENERAL INFORMATION

Issuing Office: The Facilities Department of Oregon Tech is the Issuing Office and is the sole point of contact for clarifications regarding technical specifications in this RFP. The Oregon Tech Procurement and Contract Services Office is the sole point of contact regarding the RFP process. All correspondence pertaining to these two matters should be appropriately addressed to the contact persons below:

Content and Technical Specifications

James Lake, Maintenance Supervisor
Telephone: (541) 885-1693
Email: James.Lake@oit.edu

RFP Process Questions:

Vivian Chen, J.D., Director of Procurement, Contracts, and Risk
Telephone: (503) 821-1266
Email: Vivian.Chen@oit.edu

SCHEDULE OF EVENTS

The timing and sequence of events resulting from this RFP will be ultimately determined by Oregon Tech. The following schedule is illustrative of optimal timing goals:

RFP Issue Date.....	December 5, 2023
Mandatory Pre-Proposal Conference & Tour	On or before December 19, 2023 (1:00 P.M., PT)
Deadline for Protest of Specifications	December 14, 2023 (5:00 P.M., PT)
All Clarifying Questions Due	December 27, 2023 (5:00 P.M., PT)
Notice of Interest Deadline	December 27, 2023 (5:00 P.M., PT)
Closing Date (Proposals Due).....	January 4, 2024 (1:00 P.M., PT)
Deadline for Protest of Award	Seven (7) calendar days after date on Notice of Award letter
Anticipated Contract Begin Date	On or around February 1, 2024

GENERAL PROVISIONS

Oregon Tech reserves the right to reject any and all proposals received as a result of this RFP. Oregon Tech Policy Chapter 580-61 and 580-62 govern the procurement process for Oregon Tech.

1. Modification or Withdrawal of Proposal. Any proposal may be modified or withdrawn at any time prior to the closing deadline, provided that a written request is received by the Procurement and Contract Services Office, prior to the Closing Date. The withdrawal of a proposal will not prejudice the right of a Proposer to submit a new proposal.

2. Notice of Interest. The Notice of Interest (form attached below) should be submitted to the Procurement and Contract Services Office by 5:00 P.M., PT, on the date indicated in the Schedule of Events, via email. In the Notice of Interest, the Proposer must provide the name of the primary contact person, plus that person's current telephone number and email address for communication of information about the RFP. Proposers that complete and return the Notice of Interest will receive the same supplementary information. Submission of the Notice of Interest is not a mandatory requirement for Proposers to submit a proposal.

3. Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 P.M., PT, on the date indicated in the Schedule of Events, at the Procurement and Contract Services email address as listed in the Contact Information section of the RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements.

The purpose of this requirement is to permit Oregon Tech to correct, prior to the opening of proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition.

Oregon Tech will consider all requested changes and, if appropriate, amend the RFP. Oregon Tech will provide reasonable notice of its decision to all Proposers that submit a Notice of Interest and on the Public University Procurement Website (<https://www2.wou.edu/nora/orpu.bid.home>).

No oral or written instructions or information concerning this RFP from Oregon Tech managers, employees or agents to prospective Proposers shall bind Oregon Tech unless included in an Addendum to the RFP.

4. Protests of the RFP/Specifications: Protests must be in accordance with Oregon Tech Policy Section 580-061-0145. Protests of Specifications must be received in writing on or before 5:00 P.M., PT, on the date indicated in the Schedule of Events, or within seven (7) business days of issuance of any addendum, at the Procurement and Contract Services email address as listed in the Contact Information section of the RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

5. Addenda: If any part of this RFP is amended, addendum will be provided on the Public University Procurement Website (<https://www2.wou.edu/nora/orpu.bid.home>), with a copy to all parties who submit the Notice of Interest.

6. Post-Selection Review and Protest of Award: Oregon Tech will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right in the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter to review the file and evaluation report at the Procurement and Contract Services Office and file a written protest of award, pursuant to Oregon Tech Policy Section 580-061-0145. Any award protest must be in writing and must be delivered by email to the address for the Procurement and Contract Services Office as listed in the Contact Information section of the RFP.

Oregon Tech will consider any protests received and:

- (A) reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- (B) sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, Oregon Tech may name a new apparent successful Proposer; OR
- (C) reject all proposals and cancel the procurement.

The Oregon Tech Vice President for Finance and Administration or designee will timely respond to the protest after receipt. This decision shall be final.

7. Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and

deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the sole discretion of Oregon Tech.

8. Public Records: proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a proposal contains any information that is considered a **TRADE SECRET UNDER ORS 192.501(2), SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information 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.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance.” ORS 192.500(1). Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

9. Investigation of References: Oregon Tech reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers and any other factor relevant to this RFP. Oregon Tech may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

10. RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the proposal, cost of attendance at an interview (if requested by Oregon Tech) or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by Oregon Tech.

11. Clarification and Clarity: Oregon Tech reserves the right to seek clarification of each proposal, or to make an award without further discussion of proposals received. Therefore, it is important that each proposal be submitted initially in the most complete, clear and favorable manner possible.

12. Right to Reject Proposals: Oregon Tech reserves the right to reject any or all proposals, if such rejection would be in the public interest, as determined by Oregon Tech.

13. Cancellation: Oregon Tech reserves the right to cancel or postpone this RFP at any time or to award no contract.

14. Proposal Terms: All proposals, including any price quotations, will be valid and firm through a period of sixty (60) calendar days following the Closing Date. Oregon Tech may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

15. Oral Presentations: At Oregon Tech’s sole option, Proposers may be required to give an oral presentation of their proposal to Oregon Tech, a process which would provide an opportunity for the Proposer to clarify or elaborate on the proposal, but will in no material way change Proposer’s original

proposal. If the evaluating committee requests presentations, the Issuing Office will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by Oregon Tech. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written proposals should be complete.**

16. Usage: It is the intention of Oregon Tech to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

17. Sample Contract: Submission of a proposal in response to this RFP indicates Proposer's willingness to enter a contract containing substantially the same terms listed in Exhibit A – Oregon Tech Sample Contract, attached hereto and made a part hereof ("Sample Contract"). No action or response to the Sample Contract is required under this RFP. Any objections to the Sample Contract terms should be raised in accordance with Paragraphs 3 and 4 of the "General Provisions" of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP.

18. Review for Responsiveness: Upon receipt of all proposals, the Issuing Office or designee will determine the responsiveness of all proposals before submitting them to the evaluation committee. If a proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. Oregon Tech reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a proposal. The Proposer's contact person identified on the proposal will be notified, identifying the reason(s) the proposal is non-responsive.

19. Rejections and Withdrawals. Oregon Tech reserves the right to reject any or all proposals or to withdraw any item from the award.

20. RFP Incorporated into Contract. This RFP will become part of the Contract between Oregon Tech and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their proposal(s), and the terms of Exhibit A.

21. Communication Blackout Period. Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee about the RFP until the apparent successful Proposer is selected, and all protests, if any, have been resolved.

22. Prohibition on Commissions. Oregon Tech will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process.

23. Ownership of Proposals. All proposals in response to this RFP are the sole property of Oregon Tech, and subject to the provisions of Oregon Revised Statutes, Chapter 192 (Oregon Public Records Law).

24. Clerical Errors in Awards. Oregon Tech reserves the right to correct inaccurate awards resulting from its clerical errors.

25. Rejection of Qualified Proposals. Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions or specifications of the RFP or the Oregon Tech Sample Contract.

26. Collusion. By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the RFP and is in all aspects fair and without

collusion or fraud. Proposer also certifies that no officer, agent, or employee of Oregon Tech has a pecuniary interest in this proposal.

27. Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from Oregon Tech. Oregon Tech reserves the right to modify the Evaluation Committee make-up in its sole discretion. The committee's recommendations will be forwarded to the Vice President for Finance and Administration, or designee, for final approval.

28. Commencement of Work: The Proposer shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by Oregon Tech.

29. Use of Brand or Trade Names: Any brand or trade names used by Oregon Tech in the 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. Proposers may submit proposals for substantially equivalent products to those designated unless this RFP provides that a specific brand is necessary because of compatibility or other requirements. All such brand substitutions shall be subject to approval by Oregon Tech.

30. Best and Final Offer: Oregon Tech may request best and final offers from those Proposers determined by Oregon Tech to be reasonably viable for contract award. However, Oregon Tech reserves the right to award a contract on the basis of initial proposal received. Therefore, each proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, Oregon Tech may select for final contract negotiations/execution the offers that are most advantageous to Oregon Tech, considering cost and the evaluation criteria in this RFP.

TERM OF CONTRACT

The Contract is expected to begin on or about February 1, 2024, and extend to September 1, 2027, with an option for two (2), two-year (2) annual renewals thereafter, subject to the Contractor's continued successful performance as determined by Oregon Tech. Oregon Tech intends to reserve the right upon thirty (30) days' notice to the Contractor to terminate the Contract for its convenience.

DELIVERY OF PROPOSALS

The complete proposal (including all attachments) must be emailed and must be electronically received by **1:00 P.M. PT, January 4, 2024**. **Email subject line must be "Response to RFP#2023-14."** Proposer are encouraged to telephone and confirm electronic receipt of the complete emailed document(s) with the Procurement and Contract Services Office before the above time and date deadline. Proposals delayed or lost by email system filtering or failures may be considered at Oregon Tech' sole discretion.

It is the responsibility of the Proposer to ensure that proposals arrive by the closing date and time. **NO LATE PROPOSALS WILL BE ACCEPTED.** Proposals may not be submitted by telephone or fax. Proposals must be e-mailed to:

Email: Purchasing@oit.edu

Proposals will be publicly opened by a designee in the Procurement and Contract Services Office on the Closing Date.

PROJECT BACKGROUND

The Oregon Institute of Technology (“Oregon Tech”) is a traditional four-year polytechnic university with main campuses located in Klamath Falls, Wilsonville, and Scappoose, Oregon. The requested services that Oregon Tech has described in this RFP are currently supplied by multiple vendors, and it is Oregon Tech’s goal to improve the efficiency of managing these service contracts through consolidation. Included with this RFP is the Fire Detection and Monitoring Building Summary table (Exhibit B) identifying which Oregon Tech buildings are monitored, along with an approximate list of building fire monitoring and detection devices. Also included with this RFP is the Testing and Inspection Schedule (Exhibit C).

Oregon Tech neither represents nor warrants the accuracy of estimates and Proposers bear sole responsibility for and accepts all risks associated with their estimates of the reasonable costs of the performance of this contract.

SCOPE OF WORK

Provide services for the Oregon Tech Klamath Falls, Wilsonville, and Scappoose, Oregon (OMIC) campuses in the following areas:

- A. General contractor requirements covering all services listed below:
 - Contractor shall provide all labor, supervision, parts, tools, equipment, transportation, and all effort necessary to perform said services.
 - Contractor shall provide uniforms and ID badges for all employees working on Oregon Tech property. No employee of the Contractor will be allowed on Oregon Tech properties out of uniform or without an ID badge.
 - All work shall be performed in accordance with the most recent versions of the National Fire Protection Association (NFPA 72), Underwriters Laboratories, Inc. and the National Electric Code.
 - Inspection, testing, and service tagging of fire detection and monitoring systems shall be in accordance with NFPA 72 Standards and Oregon Tech policies and procedures regarding system impairment (Red Tag).
 - All onsite work shall be performed during normal working hours, Monday through Friday 8:00am to 5:00pm, excluding major holidays, except as otherwise set forth in the Contract.
 - Oregon Tech reserves the right to contract for one or more of the locations identified in this RFP and the phases of services per location.
 - Oregon Tech shall have existing monitoring companies reprogram panels as necessary to allow new monitoring service access at no cost to proposer.
- B. Fire Alarm Monitoring:
 - Provide continuous monitoring services for approximately 18 Exhibit B. Klamath Falls campus buildings that have fire alarm monitoring/reporting systems in place.
 - (2) Provide continuous monitoring services for Oregon Tech’s Wilsonville campus (1 building with fire monitoring panel). (3) Provide continuous monitoring services for Scappoose (OMIC) (2 buildings with fire monitoring panels).
 - Contractor shall monitor Fire Alarm Systems 24 hours per day, 7 days per week, and 365 days per year by trained personnel. Upon receiving a fire alarm, the Contractor shall follow the procedures set forth in NFPA.
 - Contractor must be able to contact authorities and Oregon Tech within 60 seconds of the alarm activation. Contractor must have a reliable backup source; either a second station, or a backup generator.

- Contractor shall provide, install, and otherwise hook-up automatic communicator and or dialers compatible with alarm systems and vendors monitoring equipment where required, at no additional cost to the Oregon Tech.
 - Contractor shall not install any proprietary hardware that would make it impossible for another contractor to monitor the system. Upon contract expiration or termination, Contractor shall coordinate the removal of any proprietary software with the new Contractor to ensure continued service to the property.
 - All programmable panel access codes must be set to default codes to allow any authorized vendor access to the panels. A code, other than the factory default, is acceptable as long as a listing of pass codes is provided to Oregon Tech. Final invoicing will not be paid until reprogramming has been completed.
 - Contractor shall keep detailed records of each incident. At a minimum, reports shall include day, date, time and signal (open, close, test, alarm), user identification, zone identification, dispatch and disposition information. This report shall be delivered to the Oregon Tech contract administrator or designee within 24 hours of any incident.
 - Every monitored system shall be automatically tested at least once every twenty four (24) hours to determine operational status and any trouble conditions transmitted from the on-site equipment. The results of all tests shall be recorded in the Central Station monitoring report. Trouble signals are also to be reported.
 - Contractor shall provide a toll free telephone number for alarm system dialers to report alarms to the central station.
- C. Fire Detection System Routine Maintenance: Provide fire detection and reporting system testing, and maintenance as required by NFPA in all campus buildings that have such detection/alarm equipment.
- The contractor shall initiate a meeting with the designated Oregon Tech representative within the first ten business days of the beginning of each established and agreed upon testing cycle in order to establish a schedule for conducting annual preventive maintenance inspections for all campus buildings. Within ten business days following the determination of the inspection schedule, the contractor shall submit a program of standardized maintenance routines applicable to the University equipment. Each schedule shall list the equipment, location, and appropriate preventive maintenance functions to be performed during the inspection.
 - Fire alarm systems shall be tested, and service tagged at the main alarm panel, at the frequency required by local, State, or Federal statute. Testing shall include but not be limited to all smoke detectors, duct type smoke detectors, manual pull devices, sprinkler systems, annunciators, visual indicators and strobes, control units, voice/alarm communication systems and other devices that may be part of the fire alarm system.
 - All smoke detectors shall be visually inspected to verify that there is no blockage, or change to room layout or architecture.
 - Testing of the fire alarm systems shall be performed in accordance with NFPA standards.
 - Testing frequency shall be in accordance with NFPA standard number 72 and local, State, and Federal statutes.
 - Contractor will be responsible for developing and maintaining individual building fire
 - alarm/detection component manuals for Oregon Tech that describe the type, location, and picture of each piece of alarm/detection equipment their contract is responsible for. The contractor shall deliver the manuals within three months of award of the contract in an electronic format acceptable to Oregon Tech. Oregon Tech can provide upon request existing manuals to aid contractor in this process.
 - Contractor shall provide complete maintenance and repair services on all fire protective signaling/fire alarm systems, including panels, automatic smoke and heat detectors, and

associated peripheral devices, alarm indicating and initiating devices, modules, relays and auxiliaries in conformance with the most current edition of NFPA 72, and all manufacturer's instructions.

- Contractor must provide Oregon Tech a proposal within 14 calendar days to repair or replace all defective parts discovered during tests and inspections.
- Contractor must repair or replace all defective parts discovered during tests and inspections with new components. Replacement parts will be reimbursed to the contractor based on the rate included in the bid. All labor fees for such replacement shall be at no additional charge to Oregon Tech.
- The contractor will warrantee all replacement parts and installation labor for a minimum of three years.
- **Schedule: Note that Exhibit C outlines the Testing and Inspection Schedule. It is the intent to have a synchronized testing and inspection schedule starting February 2024 where all campus buildings have the Semi-Annual Inspection and the Annual Testing each August.**
- Access to either campus will require the vendor to check in at the Main Office (Wilsonville & Scappoose (OMIC)) and Facility Services (K-Falls) prior to any on-site services starting to receive access.

D. Additional Services & As-Needed Services:

- Contractor shall provide a separate hourly rate for emergency and routine service calls and repairs for each Oregon Tech campus.
- Service work must be authorized by Oregon Tech. The contractor shall bill only for those hours worked at the specified location.
- Contractor to include all costs, excluding parts, associated with providing maintenance service in their proposed hourly rate.
- Replacement parts and labor will be reimbursed to the contractor based at the rate included in the bid.
- All work shall be performed in accordance with the most recent versions of the National Fire Protection Association (NFPA), Underwriters laboratories, the National Electric Code, and Oregon Tech policies and procedures regarding system impairment (Red Tag).
- Contractor shall be required to respond to all calls for non-scheduled maintenance or repairs within 24 hours of contact from Oregon Tech.

SECTION II – INFORMATION REQUIRED FROM PROPOSERS

PROPOSAL FORM AND CONTENT

Proposals that do not contain all the information requested in this and other sections may be rejected as non-responsive.

Submission Format

1. The proposal should be written on standard size (8½” x 11”) paper, using generally accessible word processing and document formats conducive to cut-and-paste transfer of information to contracts or other summary documents. MSOffice Suite and Adobe Acrobat documents are preferred.
2. Proposers should structure responses as outlined in this RFP. Proposals should be prepared so that responses are specifically addressed in the same order as the requested information identified below and on the Questionnaire. Pages should be numbered consecutively.

File Size Limit

Proposer’s submission may not exceed **25 MB** in file size. This limit cannot be increased, and files of larger size will not be accepted.

REQUIRED PROPOSAL CONTENT

1. You must complete the **Bidder/Proposer Non-Discrimination and Oregon Tax Laws Certification** sheet, signed by an authorized company official.
2. The proposal must also include the following:
 - a. **Title Page or Cover Letter.** The title page or cover letter should indicate the date, subject, name of the Proposer, address, current telephone number, e-mail address, name and title of the Proposer’s contact person as well as a signature of an authorized official with the authority to negotiate and contractually bind the Proposer.
 - b. **Questionnaire.** Complete and specific answers to the Questionnaire for Proposers. Please respond by restating each question and thereafter providing your answer in order beginning with question 1.
3. **Summary Statement.** The Proposer may, but is not required to, provide a summary statement as to its qualifications, as well as briefly describe (no more than five hundred (500) words) any special considerations the Oregon Tech should consider.

EVALUATION CRITERIA

Proposals will be evaluated for completeness and compliance with this RFP. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the proposal is unclear, Proposers may be asked to provide written clarification. **Proposals that do not specifically address the scope of work or do not include the**

complete proposal content may be rejected.

Proposals will be evaluated based on the following criteria and questions outlined in the Questionnaire for Proposers:

1. Background Information	20 points
2. Scope of Work	35 points
3. Cost Summary	35 points
4. Quality of Proposal	10 points
5. References Review	<u>0 points</u>

Total Possible:	100 points
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SECTION III – QUESTIONNAIRE FOR PROPOSERS

Please submit your responses in order beginning with question 1 by restating the question, then providing your answer. Use additional sheets as necessary. Be specific with names and numbers.

1. Background Information

Description of past experience in the successful completion of similar services for higher education. Experience working with Oregon issues, preferred. Firms should provide evidence of the successful completion of at least three such projects. Please provide name, address, and current telephone numbers of contact person for such projects.

Identify specific person(s) who would be responsible for the proposed work and include a brief resume for each. Please list references for each person identified including name, address, and current telephone number of an appropriate reference contact person.

2. Scope of Work

Using the Scope of Work as a guide, outline how you will provide the services requested in the Scope of Work sections A, B, C, and D. Please list which equipment manufacturers, as they relate to this RFP, that you are authorized regarding sales and service of their equipment. List all equipment manufacturers you intend to use for system installations and defective component replacement.

3. Cost Summary

Fee schedules shall be at the unit rates for each location as outlined below in the table. Fees shall be based on the device quantities shown in Exhibit B. Provide a per unit cost for testing and inspection of devices to be used as an Add or Deduct to the proposed amount if actual device quantities differ from the quantities shown in Exhibit B. List these unit fees in the Labor Rates and Fee table under the List any/all additional Charges section. The fee shall be inclusive of all expenses including travel, lodging and other service expenses with the exception.

Klamath Falls Building Location	Details	Frequency	Annual Total
Snell Hall	Semi-Annual Fire Alarm & Detection Visual Inspection	Semi-Annual	\$
	Fire Alarm & Detection Testing	Annual	\$
	Alarm & System Monitoring	Continuous	
	Annual Total for this location		\$
College Union	Semi-Annual Fire Alarm & Detection Visual Inspection	Semi-Annual	\$
	Fire Alarm & Detection Testing	Annual	\$
	Alarm & System Monitoring	Continuous	\$
	Annual Total for this location		\$

Athletics	Semi-Annual Fire Alarm & Detection Visual Inspection	Semi-Annual	\$
	Fire Alarm & Detection Testing	Annual	\$
	Alarm & System Monitoring	Continuous	\$
	Annual Total for this location		\$

Learning Resource Center	Semi-Annual Fire Alarm & Detection Visual Inspection	Semi-Annual	\$
	Fire Alarm & Detection Testing	Annual	\$
	Alarm System Monitoring	Continuous	\$
	Annual Total for this location		\$

Owens Hall	Semi-Annual Fire Alarm & Detection Visual Inspection	Semi-Annual	\$
	Fire Alarm & Detection Testing	Annual	\$
	Alarm & System Monitoring	Continuous	\$
	Annual Total for this location		\$

Semon Hall	Semi-Annual Fire Alarm & Detection Visual Inspection	Semi-Annual	\$
	Fire Alarm & Detection Testing	Annual	\$
	Alarm System Monitoring	Continuous	
	Annual Total for this location		\$

Boivin Hall	Semi-Annual Fire Alarm & Detection Visual Inspection	Semi-Annual	\$
	Fire Alarm & Detection Testing	Annual	\$
	Alarm System Monitoring	Continuous	\$
	Annual Total for this location		\$

Purvine Hall	Semi-Annual Fire Alarm & Detection Visual Inspection	Semi-Annual	\$
	Fire Alarm & Detection Testing	Annual	\$
	Alarm System Monitoring	Continuous	\$
	Annual Total for this location		\$

Cornett Hall	Semi-Annual Fire Alarm & Detection Visual Inspection	Semi-Annual	\$
	Fire Alarm & Detection Testing	Annual	\$
	Alarm System Monitoring	Continuous	\$
	Annual Total for this location		\$

Integrated Student Health Center	Semi-Annual Fire Alarm & Detection Visual Inspection	Semi-Annual	\$
	Fire Alarm & Detection Testing	Annual	\$
	Alarm System Monitoring	Continuous	\$
	Annual Total for this location		\$
Dow 1 and 2	Semi-Annual Fire Alarm & Detection Visual Inspection	Semi-Annual	\$
	Fire Alarm & Detection Testing	Annual	\$
	Alarm & System Monitoring	Continuous	\$
	Annual Total for this location		\$
Residence Hall	Semi-Annual Fire Alarm & Detection Visual Inspection	Semi-Annual	\$
	Fire Alarm & Detection Testing	Annual	\$
	Alarm & System Monitoring	Continuous	\$
	Annual Total for this location		\$
Residence Villages 1, 2, and 3	Semi-Annual Fire Alarm & Detection Visual Inspection	Semi-Annual	\$
	Fire Alarm & Detection Testing	Annual	\$
	Alarm & System Monitoring	Continuous	\$
	Annual Total for this location		\$
CEET Building	Semi-Annual Fire Alarm & Detection Visual Inspection	Semi-Annual	\$
	Fire Alarm & Detection Testing	Annual	\$
	Alarm System Monitoring	Continuous	\$
	Annual Total for this location		\$
Stadium	Semi-Annual Fire Alarm & Detection Visual Inspection	Semi-Annual	\$
	Fire Alarm & Detection Testing	Annual	\$
	Alarm System Monitoring	Continuous	\$
	Annual Total for this location		\$
Wilsonville Building	Details	Frequency	Annual Total
	Semi-Annual Fire Alarm & Detection Visual Inspection	Semi-Annual	\$
	Fire Alarm & Detection Testing	Annual	\$
	Alarm & System Monitoring	Continuous	\$
	Annual Total for this location		\$

Scappoose OMIC BLD 1	Semi-Annual Fire Alarm & Detection Visual Inspection	Semi-Annual	\$
	Fire Alarm & Detection Testing	Annual	\$
	Alarm System Monitoring	Continuous	\$
	Annual Total for this location		\$

Scappoose OMIC BLD 2	Semi-Annual Fire Alarm & Detection Visual Inspection	Semi-Annual	\$
	Fire Alarm & Detection Testing	Annual	\$
	Alarm System Monitoring	Continuous	\$
	Annual Total for this location		\$

RFP #2023-14 Labor Rates and Fees for Additional Services and As-Needed Services	
Please indicate your hourly rates for any additional services required by Oregon Tech. Indicate percentage mark-up on parts. List any trip, truck, or additional charges if applicable. Expand table as need to include all your services and rates.	
Hours	Price / Person / Hour
Daytime hours Monday through Friday 8:00am – 5:00pm	\$
After hours Monday through Friday	\$
Weekend hours Saturday – Sunday	\$
Material mark-up percentage on Contractor's actual cost of parts:	%
Fee per unit for testing and inspection for purposes of Adding or Deducting from the quantities in Exhibit B	\$
List Any/All additional charges:	

4. Quality of Proposal

Proposal is fully compliant and responsive. Responses display a thorough understanding of the scope of work and present a complete recommended approach.

5. References Review

Provide three (3) references from clients your firm has served in the past three (3) years, including one (1) client that has newly engaged the firm in the past three (3) years and one (1) long-term client (i.e., over three (3) years). Provide the name, address, and current telephone number of each reference.

SECTION IV – CONTRACT TERMS AND REQUIRED DOCUMENTS

NOTICE OF INTEREST

RFP #2023-14

**FIRE ALARM SYSTEMS MONITORING, MAINTENANCE, AND SEMI-ANNUAL
INSPECTION/ TESTING FOR KLAMATH FALLS, OR CAMPUS; WILSONVILLE, OR
CAMPUS; AND SCAPPOOSE, OR (OMIC R&D) CAMPUS**

Name of Consultant/Firm: _____

Check One:

_____ Yes, this firm will submit a proposal in response to this RFP. Please forward any addenda to the RFP to my attention.

_____ No, this firm does not anticipate submitting a proposal in response to this request.

Comments:

Signature: _____ Date: _____

Name: _____ Title: _____

Address: _____

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

E-mail: _____

Please email this Notice of Interest no later than December 27, 2023 by 5:00 P.M. PT to
Purchasing@oit.edu.

**BIDDER/PROPOSER
NON-DISCRIMINATION AND OREGON TAX LAWS CERTIFICATION**

**RFP #2023-14
FIRE ALARM SYSTEMS MONITORING, MAINTENANCE, AND SEMI-ANNUAL
INSPECTION/ TESTING FOR KLAMATH FALLS, OR CAMPUS; WILSONVILLE, OR
CAMPUS; AND SCAPPOOSE, OR (OMIC R&D) CAMPUS**

I, the undersigned, have read all of the terms and conditions of this Request for Proposals, and I understand that if awarded the contract, I and the firm represented herein shall be bound by its terms and conditions and representations made in this response. I certify that the named firm has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts.

Certified Minority, Women, or Emerging Small Business

For statistical purposes only, please indicate if your firm is an Oregon certified minority, women, or emerging small business (check all applicable): ☐ DBE ☐ MBE ☐ WBE ☐ ESB

Certificate of Compliance with Oregon Tax Laws

I, the undersigned, (check one):

- ☐ 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 the firm herein named and to the best of my knowledge, such firm is not in violation of any Oregon Tax Laws.

For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by Oregon Revised Statutes (ORS) 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321, and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

Business Designation (check one): ☐ Corporation ☐ Partnership ☐ Sole Proprietorship
☐ Governmental/Non-Profit ☐ Limited Partnership ☐ Limited Liability Partnership
☐ Limited Liability Company

Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

Address: _____

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

E-mail: _____

EXHIBIT A

OREGON TECH SAMPLE CONTRACT

[Please see attached.]



**OREGON INSTITUTE OF TECHNOLOGY
GOODS AND SERVICES CONTRACT
CONTRACT #**

THIS GOODS AND SERVICES CONTRACT ("Contract") is by and between the Oregon Institute of Technology ("Oregon Tech") and ("Contractor"). Oregon Tech's contract representative for this Contract is ("Representative").

RECITAL

WHEREAS, Oregon Tech and Contractor desire that Contractor provide the goods and/or services as more particularly described in the "Statement of Work" section of this Contract.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both Parties. Unless earlier terminated or extended, this Contract shall expire on . However, such expiration shall not extinguish or prejudice Oregon Tech's right to enforce this Contract with respect to: (i) any breach of a Contractor warranty; or (ii) any default or defect in Contractor performance that has not been cured, or extinguish or prejudice Contractor's right to payment under this Contract.
- 2. Statement of Work.** Contractor will , as further described in **Exhibit A**, which is incorporated by this reference. *Contractor agrees that it and its employees will comply with the Oregon Tech Tobacco-Free Campus Policy.*
- 3. Consideration:** Subject to the provisions of the Oregon Revised Statutes (ORS) 293.462, Oregon Tech agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$, for accomplishing the work and providing the goods required by this Contract in accordance with the schedule of fees further detailed in **Exhibit A**. If Oregon Tech makes any interim payments to Contractor, such payments shall be made only in accordance with the schedule and requirements contained in this Contract. Invoices should be submitted to: Oregon Institute of Technology, Accounts Payable – Snell Hall, 3201 Campus Drive, Klamath Falls, OR 97601 or BAO-baoapay@oit.edu
- 4. Terms and Conditions.** The terms and conditions of this Contract are contained on the following page titled "Goods and Services Contract Provisions."
- 5. Notices.** Notices to Oregon Tech shall be directed and mailed as follows: Oregon Institute of Technology, Purchasing and Contract Services, 27500 SW Parkway Ave., Wilsonville, OR 97070.
- 6. Contract Documents.** This Contract consists of the following documents attached and incorporated by reference, and in the event of conflicts or discrepancies among the documents, interpretations will be based on the following descending order of precedence: this Goods and

Services Contract (which includes the Goods and Services Contract Provisions), **Exhibit A** (Schedule of Fees), **Exhibit B** (Insurance Requirements), and **Exhibit C** (Oregon Tech Contractor Travel Reimbursement Policy).

7. Contractor Data and Certification.

Name (tax filing):

Address:

Phone No.:

Email:

MWESB Certification #: _____

☐ DBE ☐ MBE ☐ WBE ☐ ESB

Citizenship, if applicable: Non-resident alien ☐ YES ☐ NO

Business Designation (Check one):

<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Partnership
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Governmental/Non-Profit
<input type="checkbox"/> Limited Liability Company	

**OREGON INSTITUTE OF TECHNOLOGY
GOODS AND SERVICES CONTRACT PROVISIONS**

1. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done 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 shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, Oregon Revised Statutes (ORS) 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against Oregon Tech 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 or refuses to make any such payments required herein, Oregon Tech may pay such claim. Any payment of a claim in the manner authorized in this Section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services or is otherwise obligated to pay and all money Contractor collected or deducted from employee's wages to provide such services.
2. **Disclosure of Tax ID or Social Security Number.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. The number is requested pursuant to ORS 305.385 and Oregon Administrative Rules (OAR) 150-305-100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws. If required, this information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer ID number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could

subject Contractor to 28% backup withholding.

3. **Insurance.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. 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. Oregon Tech and its trustees, officers and employees shall be included as additional insureds in said insurance policy. If any of the liability insurance is arranged on a “claims made” basis, “tail” coverage will be required at the completion of this Contract for a duration of twenty-four (24) months.
4. **Indemnity, Responsibility for Damages.** Contractor shall be solely responsible for all damage to property, death, illness, bodily injury, loss, and expense (including reasonable attorney’s fees and costs), arising or resulting from or in any way related to Contractor’s breach of its obligations under this Contract or any act or omission of Contractor, or any of its subcontractors, members, managers, directors, officers, trustees, agents, contractors, or employees. Contractor shall save, defend, indemnify, and hold harmless Oregon Tech and its board members, trustees, directors, officers, agents, contractors, employees, and members (collectively, “Indemnified Parties”) from and against any and all Damage (defined below) or Proceeding (defined below), arising or resulting from or in any way related to a Claim (defined below). The term “Damage” means any and all damage to property, death, illness, bodily injury, demands, losses, damages, liabilities, or expenses, including, without limitation, attorney’s fees and costs, however incurred, including at trial, mediation, arbitration, in any bankruptcy proceeding, on appeal, and any petition for review. The term “Proceeding” means any and all third-party claims, suits, actions, and proceedings, of any kind or nature, including, without limitation, any lawsuit, mediation, arbitration, bankruptcy proceeding, appeal, or any petition for review. The term “Claim” means Contractor’s breach of its obligations under this Contract, any act or omission of Contractor, its subcontractors, members, managers, directors, officers, trustees, agents, contractors, or employees, or any material breach of a representation or warranty of Contractor contained in this Contract or related to this Contract or the work or goods to be provided or actually provided by Contractor under this Contract.

In the event any Proceeding is brought against any of the Indemnified Parties by reason of any Claim, upon the request of Oregon Tech, Contractor shall resist or defend such Proceeding with counsel satisfactory to Oregon Tech, and Oregon Tech agrees to thereafter reasonably assist, at Contractor’s expense, in such defense. Thereafter, Contractor shall have control of the defense and settlement thereof, but neither Contractor nor any attorney engaged by Contractor shall defend the Proceeding in the name of Oregon Tech, settle any portion of the Proceeding, nor purport to act as legal representative of Oregon Tech, without the prior written consent of Oregon Tech. At any time Oregon Tech may, at Contractor’s expense, provide its own defense or assume its own defense from Contractor if Oregon Tech reasonably determines that Contractor is prohibited from defending Oregon Tech, Contractor is not adequately defending Oregon Tech’s interests, or an important principle is at issue. If Contractor has assumed and is diligently proceeding with Oregon Tech’s defense, Oregon Tech may settle any Proceeding at Contractor’s cost, only if Contractor consents to or approves such settlement, or at Oregon Tech’s cost, without Contractor’s consent or approval. Contractor’s obligations under this Section 4 shall survive the expiration or termination of this Contract for any reason.

5. **Failure to Perform.** If Contractor fails to perform any material obligation under this Contract, and thirty (30) calendar days after receipt of written notice describing with reasonable particularity the character of the default, Contractor has not cured the failure, Oregon Tech may withhold all moneys due and payable to Contractor under this Contract and recoup all moneys paid to Contractor under this Contract which relate to the non-performance, without penalty, until such failure to perform is cured or finally adjudicated. This remedy shall be in addition to, and

cumulative of, any other remedy available to Oregon Tech, and the exercise of this remedy by Oregon Tech shall not prejudice or impair the availability to Oregon Tech of any other remedy at law or in equity for breach of this Contract.

6. **Remedies.**

- i. In the event of termination of this Contract, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work or providing the goods multiplied by the percentage of work completed and accepted by Oregon Tech or the value of the goods provided and accepted by Oregon Tech, less previous amounts paid and any claim(s) which Oregon Tech has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Subsection, Contractor shall pay any excess to Oregon Tech upon demand.
- ii. In the event of breach or termination of this Contract, Oregon Tech shall have any remedy available to it in law or equity.
- iii. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract and not deliver any further goods subject to this Contract, unless Oregon Tech expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Oregon Tech all documents, information, works-in-progress and other property that are or would be deliverables under this Contract, excluding any goods not provided to or accepted by Oregon Tech prior to the termination of this Contract. Any fees remaining outstanding and balances owing to the Contractor may be withheld from the assets delivered to Oregon Tech by Contractor or under Oregon Tech's direction, if any.

7. **Termination.**

- i. This Contract may be terminated at any time by mutual consent of the Parties, or by Oregon Tech for convenience upon thirty (30) days' notice to the other party.
- ii. In addition, Oregon Tech may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by Oregon Tech, if (i) Federal or state laws, regulations or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or Oregon Tech is prohibited from paying for such work from the planned funding source; or (ii) Any license or certificate required by law or regulation to be held by the Contractor or any of its employees, subcontractors, or agents, to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
- iii. This Contract may also be terminated by Oregon Tech for default (including breach of Contract) if (i) Contractor fails to provide services or goods called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the obligations of Contractor under this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from Oregon Tech, fails to correct such failures within ten (10) business days.

8. **Representations and Warranties.** Contractor represents and warrants to Oregon Tech that (i) Contractor has the power and authority to enter into and perform this Contract; (ii) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (iii) the work under this Contract shall be performed in a good and

workmanlike manner and in accordance with the highest professional standards; (iv) unless otherwise explicitly stated in this Contract, goods provided under this Contract will be new and free of defect in workmanship and materials, and (v) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

- i. **Performance Warranty.** Contractor warrants that the goods provided to Oregon Tech shall consistently perform according to the performance characteristics described in this Contract for a period of **one (1) year** after the termination or expiration of this Contract; provided, however, that if this warranty is less than the standard warranty provided by Contractor to end users for the goods, such standard warranty shall be deemed to have been granted to Oregon Tech. Contractor shall provide Contractor's standard warranty of goods to Oregon Tech.
 - ii. **Service Warranty.** Contractor warrants that the services provided herein to Oregon Tech, if any, will be performed in a workmanlike manner and in accordance with customary industry standards. Oregon Tech agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty.
9. **Hazard Substances.** Contractor shall notify Oregon Tech prior to using products containing hazardous chemicals, substances, or materials to which Oregon Tech employees, students, or invitees may be exposed. Products containing hazardous chemicals, substances, or materials are those products defined by OAR, Chapter 437. Upon Oregon Tech's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
10. **Foreign Contractor.** If the 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 and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
11. **Taxes – Federal, State, and Local.** Oregon Tech will not be responsible for any taxes coming due as a result of this Contract, whether federal, state or local. It is agreed that Contractor has anticipated these taxes and set Contractor's compensation under this Contract accordingly.
12. **Non-Appropriation.** Oregon Tech certifies that sufficient funds are available and authorized for expenditure to pay the costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of Oregon Tech's reasonable administrative discretion, to continue to pay its obligations under this Contract.

If sufficient funds are not provided in future legislatively approved budgets of Oregon Tech (or from applicable Federal, state, or other sources) to permit Oregon Tech, in its reasonable administrative discretion to continue this Contract, or if Oregon Tech or the program for which this Contract was executed is abolished, Oregon Tech 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, Oregon Tech may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.
13. **Independent Status of Contractor.** The Parties will be acting in their individual capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other

party for any purpose whatsoever. Any persons employed or engaged by Contractor in connection with the performance of services under this Contract shall be Contractor's employees or contractors and Contractor shall be fully responsible for them and indemnify Oregon Tech against any claims made by or on behalf of any such employee or contractor.

14. **Waiver.** Failure of Oregon Tech to enforce any provision of the Contract shall not constitute a waiver or relinquishment by Oregon Tech of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.
15. **Successors in Interest.** Subject to the terms of Section 20 of this Contract, the provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties to the Contract and their respective permitted successors and assigns.
16. **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.
17. **Access to Records.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. Oregon Tech, the Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
18. **Governing Law, Jurisdiction.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between Oregon Tech and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall 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.
19. **Force Majeure.** Neither Oregon Tech nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, terror, or war where such cause was beyond, respectively, Oregon Tech's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract to completion.
20. **Assignment/Subcontracting.** 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 Oregon Tech. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee or subcontractor shall be considered the agent of the Contractor and bound to perform in accordance with these Contract documents. Contractor shall remain liable as between the original Parties to the Contract as if no assignment had occurred.

21. **Execution and Counterparts.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
22. **Tax 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), which include a state tax imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321, and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620.
23. **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.
24. **Delivery.** All deliveries shall be **F.O.B. destination** with all transportation and handling charges paid by the Contractor, unless specified otherwise in the solicitation documents. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to Oregon Tech except as to latent defects, fraud and Contractor's warranty obligations.
25. **Inspections.** Goods and services furnished under this Contract will be subject to inspection and test by Oregon Tech at times and places determined by Oregon Tech. If Oregon Tech finds goods and services furnished to be incomplete or not in strict compliance with the Contract, Oregon Tech, at its sole discretion, may (i) reject the goods and services, (ii) require Contractor to correct any defects without charge, or (iii) negotiate with Contractor to sell the goods and services to Oregon Tech at a reduced price, whichever Oregon Tech deems equitable under the circumstances. If Oregon Tech requires Contractor to cure any defects and Contractor is unable or refuses to cure all such defects within a time deemed reasonable by Oregon Tech, Oregon Tech may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit Oregon Tech's rights as a Buyer or any other rights or remedies available to Oregon Tech, including the rights and remedies under Article 2 of the Uniform Commercial Code, including relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.
26. **Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in (i) Section 1 of the Contract entitled "Effective Date and Duration;" (ii) Section 3 of this Contract entitled "Insurance;" (iii) Section 4 of this Contract entitled "Indemnity, Responsibility for Damages;" (iv) Section 6 of this Contract entitled "Remedy;" (v) Section 8 of this Contract entitled "Representations and Warranties;" (vi) Section 11 of this Contract entitled "Taxes – Federal, State and Local;" (vii) Section 13 of this Contract entitled "Independent Contractor Status;" (viii) Section 17 of this Contract entitled "Access to Records;" (ix) Section 18 of this Contract entitled "Governing Law;" and (x) Section 26 of this Contract entitled "Survival."
27. **Notices.** All notices required under this Contract shall be delivered by personal delivery, facsimile, or certified first class mail, postage prepaid, if to Contractor, at the location specified in Paragraph 7 of the main Contract, and, if to Oregon Tech to Oregon Institute of Technology, Purchasing and Contract Services, 27500 SW Parkway Ave., Wilsonville, OR 97070. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication or notice sent by facsimile shall be deemed to be given on the date sent by facsimile (with confirmation of transmission), if sent during normal business

hours of the recipient, and on the next business day if sent after normal business hours of the recipient.

28. **Debarment, Suspension, and Other Responsibility Matters.** Contractor hereby affirms that to the best of Contractor's knowledge, Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any federal department or agency, in accordance with 2 CFR 200.213, 2 CFR 200.214, and 2 CFR 180.
29. **Merger.** THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, 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 AND ALL NECESSARY OREGON TECH APPROVALS HAVE BEEN OBTAINED. 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 THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

[Signature Page Follows.]

IN WITNESS WHEREOF, this Contract has been signed, as of the dates set forth below, by the duly authorized representatives of the respective parties.

Oregon Institute of Technology

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A – SCHEDULE OF FEES

Description	Cost
	\$
	\$
	\$
Total	\$

EXHIBIT B - INSURANCE

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by Oregon Tech of Contractor with one or more workers, as defined by ORS 656.027.

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 either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. ☐ Required by Oregon Tech ☐ Not required by Oregon Tech.

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. ☐ Required by Oregon Tech ☐ Not required by Oregon Tech.

General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 for each claim, incident or occurrence, with an annual aggregate limit of \$4,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. ☐ Required by Oregon Tech ☐ Not required by Oregon Tech.

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$500,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish an endorsement from the insurance company naming the Oregon Institute of Technology, its trustees, officers and employees as additional insureds with respect to the work of this Contract. Insuring companies or entities are subject to Oregon Tech acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to Oregon Tech. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to Oregon Tech at the following address: Oregon Institute of Technology, Purchasing and Contract Office, 27500 SW Parkway Ave., Wilsonville, OR 97070.

EXHIBIT C
Oregon Tech Contractor Travel Reimbursement Policy
Rates Effective October 1, 2023

Category	Rate Summary	Policy
Instate Travel: Meal per diem \$64.00 B = \$16.00 L = \$16.00 D = \$32.00	All Oregon Cities Meals \$64.00 Lodging* \$214.00 *Actual, up to rate	<ul style="list-style-type: none"> The per diem equals the federal rate using the <i>IRS's High-Low Substantiation Method</i>. All Oregon cities are currently Low Cost Cities. No receipts are required for meals and incidental expenses (these are reimbursed on a per diem basis). If meals are provided at the meeting or event, no meal per diem is allowed. No meal per diem is allowed on one day trips. Lodging tax is reimbursed as a miscellaneous expense.
Out-of-State, and Continental US Travel: High meal per diem \$74.00 B = \$18.50 L = \$18.50 D = \$37.00 Low meal per diem \$64.00 B = \$16.00 L = \$16.00 D = \$32.00	See list of High Cost Cities	<ul style="list-style-type: none"> The per diem equals the federal rate using the <i>IRS's High-Low Substantiation Method</i>. No receipts are required for meals and incidental expenses (these are reimbursed on a per diem basis). If meals are provided at the meeting or event, no meal per diem is allowed. No meal per diem is allowed on one day trips. Lodging tax is reimbursed as a miscellaneous expense.
Non-Continental US and Overseas Non-Foreign Areas (Alaska, Hawaii, Guam, etc.)	Contractor travel to these locations is minimal and the federal tables are complicated. Call for per diem rates.	<ul style="list-style-type: none"> Contact Oregon Tech Office Business Affairs at 541-885-0567 for current per diem rates for these locations. If meals are provided at the meeting or event, no meal per diem is allowed. Lodging tax is reimbursed as a miscellaneous expense for Alaska, Hawaii, Puerto Rico, and US possessions. Lodging tax is included in the per diem for foreign travel. No receipts are required for meals and incidental expenses.
Mileage for Private Vehicle:	\$0.655 per mile effective October 1, 2023	<ul style="list-style-type: none"> Mileage can be calculated one of 3 ways: 1) Mileage Chart (see Excel file) 2) Actual mileage (from the odometer) 3) Mapping software (e.g., mapquest.com) Mileage cannot be claimed in addition to fees for rented vehicles and fuel expenses for a rented vehicle. Mileage not reimbursable unless one way trip exceeds 25 miles from origin to destination.

Pro-ration of meals for partial days involving an overnight stay: Meal per diems for initial day of travel and final day of travel will be based on the following schedule based on departure and arrival times:	INITIAL Day of Travel – Leave:	Prior to 7:00 am	7:00 am to 12:59 pm	1:00 pm and after
	Meal Allowance	Breakfast, Lunch, Dinner	Lunch, Dinner	Dinner
	FINAL Day of Travel – Return:	Prior to Noon	12:00 noon to 5:59 pm	6:00 pm and after
	Meal Allowance	Breakfast	Breakfast, Lunch	Breakfast, Lunch, Dinner
Rented Vehicles: Vehicle rental reimbursements will only be for compact and economy cars and their equivalent green class. Liability insurance issued through the vehicle rental company may be reimbursed. Other classes of vehicles may be rented for circumstances that are approved in advance by the contract representative for reasons that include space requirements or inclement weather conditions. Receipts are required.				
Airfare: Only economy rate airfare, plus mandatory taxes and fees, will be reimbursed. Receipts are required.				
Ground Transportation: Taxicab, train (coach or business class only), and airport shuttle fees will be reimbursed. Receipts are required if over \$25.00 per item.				
Incidental Expenses: Incidental expenses are combined with the meal per diem rate and will not be separately reimbursed. Incidental expenses include, but are not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and gratuities for services, such as for waiters, taxi drivers, and baggage handlers.				
Miscellaneous Expenses: The miscellaneous expenses that can be reimbursed include: fuel expenses for a rented vehicle, parking, tolls, lodging taxes, and checked baggage for up to 2 standard-weight bags. Other miscellaneous expenses can be reimbursed only if approved in advance by the contract representative. All miscellaneous expenses must be itemized. Receipts are required if over \$25.00 per item.				
Hosting Expenses: If the scope of work in your contract authorizes reimbursement for hosting expenses, all expenses must be authorized prior to incurring costs. Contact the contract representative for allowable expenses.				
<i>Travel reimbursement rates may periodically change. Contractor shall be responsible for ensuring that travel reimbursement requests are in accordance with the rates in effect at the time the expense was incurred. The current travel reimbursement rates may be found at Procurement Oregon Tech (oit.edu).</i>				
<i>Oregon Tech prefers that requests for travel reimbursement be made by completing the Contractor's Travel Reimbursement Request.</i>				

EXHIBIT B

FIRE ALARM EQUIPMENT SURVEY

[Please see attached.]

Oregon Tech Campus Fire Detection and Monitoring Building Summary Exhibit B Updated 11-10-2023

Device	Snell Hall	College Union	Athletics	Learning Resource Center	Owens Hall	Semon Hall	Boivin Hall	CEET	Purvine Hall	Cornett Hall	Facilities Services	Integrated Student Health Center	Dow 1	Dow 2	Residence Hall	Village A	Village B	Village C	Stadium	OMIC BLD #1	OMIC BLD #2	Wilsonville Campus Building
Building Sq. Ft.	14,771	84,193	62,689	50,596	39,330	36,290	47,400	70,000	47,400	100,902	24,388	2,705	97,025	INCL	109,619	33,810	41,208	22,243	15,583	33,816	29,766	136,720
Elevators	1	1	1	1			1	1	1				1	1	1					1	1	1
Battery	1	1	1	1	1	1	1	1	2	5		1	1	1	3	1	1	1	1	3		
Annunciator		1	1	1	1	2	1	1				1	1	1	1	1	1	1		1	1	2
Voice Evac System							1	1														
FACP	1	1	1	1	1	1	1	1	1	1		1	1	1	1	1	1	1	1	1	1	1
Smoke Detector	5	72	10	9	2		6	7	68	3		12	39	55	142	142	178	98	6	6	4	339
Duct Detector		17	1		4		2	6	5	2			14	26		3	3	3		6	6	54
Heat Detector	1	6		1		1	1	3	1			1	1	4	27					2		4
Manual Pull Station	3	25	23	15	4	4	10	11	9	3	2	3	5	9	21	1	1	1	3	1	2	15
Waterflow	1	2	1	1	1		1	2	2	3	1		1	2	1	1	1	1		1	1	5
Pressure Switch		1						1		1												
Valve Tamper		3	2	2	3		3	9	4	3			3	2		2	2	2		4	1	8
Manual Release																						
Abort Station																						
Fire Fighter Phone																						
Beam Detector													2	8								
Linear Heat Detection																						
UV/IR Detectors																						
Monitor Module		1					10	3	1											1		9
Power Supply		3	2		2	1	3	2		3			2	3		4	5	3		2	1	9
Dialers / Type	1 Line	1 Line	1 Line	1 Line	1 Line	1 Cellular	1 Cellular	1 Cellular	1 Cellular	1 Line		1 Line	1 Line	1 Line	1 Cellular	1 Cellular	1 Cellular	1 Cellular	1 Line	1 Cellular	1 Cellular	1 Line
Onboard Relay Contact																						
Relay Modules	3	35	18		3		6	4	5				17	22						6		33
Control Module			1					6		4												2
Strobes		49	23		15	11						2	20	15		4	6				31	88
Horn/Strobe Combo		53	1	12	30	64				47		11	39	46	39	16	24		10	27	21	123
Speakers			1																			
Speaker Strobe Combo		11	30																			
Bells															2							
Horns	3					3			15		3				29							
Door Holder Device		6		2										2		6	6	2				
FACP Manufacturer/MN	HW SK-5700	GE EST EST 3	GE EST EST 2	Honeywell Silent Night 6808	Honeywell Gamewell 7100-1D	Honeywell Silent Night SK5700	Honeywell Silent Night 6820EVS	Honeywell Silent Night 6820EVS	Honeywell Silent Night 6808	Honeywell Notifier NFS-320	Standard F-13 & 14	Honeywell Silent Night SK -5700	GE EST EST 2	GE EST IO64	Siemens System 13	GE EST IO 500	GE EST IO 500	GE EST IO 500	Honeywell Silent Knight 6700	Honeywell Silent Knight SK-5700	Edwards IO Series	GE EST EST 3
FACP Location	2	125	010	M001	M001	M228	007	151	M128	323	112	114	138	E137	M007	A1017	B1018	C1003	Storage	109	S04	161

EXHIBIT C

OREGON TECH TESTING AND INSPECTION SCHEDULE

[Please see attached.]

Testing and Inspection Schedule (Exhibit C)								
Building	Semi-Annual Inspection 2024	Annual Testing 2024	Semi Annual Inspection 2025	Annual Testing 2025	Semi Annual Inspection 2026	Annual Testing 2026	Semi Annual Inspection 2027	Annual Testing 2027
Athletics	February 2024	August 2024	February 2025	August 2025	February 2026	August 2026	February 2027	August 2027
Boivin	February 2024	August 2024	February 2025	August 2025	February 2026	August 2026	February 2027	August 2027
CEET Building	February 2024	August 2024	February 2025	August 2025	February 2026	August 2026	February 2027	August 2027
College Union	February 2024	August 2024	February 2025	August 2025	February 2026	August 2026	February 2027	August 2027
Cornett	February 2024	August 2024	February 2025	August 2025	February 2026	August 2026	February 2027	August 2027
Dow 1	February 2024	August 2024	February 2025	August 2025	February 2026	August 2026	February 2027	August 2027
Dow 2	February 2024	August 2024	February 2025	August 2025	February 2026	August 2026	February 2027	August 2027
Facilities	February 2024	August 2024	February 2025	August 2025	February 2026	August 2026	February 2027	August 2027
LRC	February 2024	August 2024	February 2025	August 2025	February 2026	August 2026	February 2027	August 2027
Owens	February 2024	August 2024	February 2025	August 2025	February 2026	August 2026	February 2027	August 2027
Purvine	February 2024	August 2024	February 2025	August 2025	February 2026	August 2026	February 2027	August 2027
Residence Hall	February 2024	August 2024	February 2025	August 2025	February 2026	August 2026	February 2027	August 2027
Residence Village 1	February 2024	August 2024	February 2025	August 2025	February 2026	August 2026	February 2027	August 2027
Residence Village 2	February 2024	August 2024	February 2025	August 2025	February 2026	August 2026	February 2027	August 2027
Residence Village 3	February 2024	August 2024	February 2025	August 2025	February 2026	August 2026	February 2027	August 2027
Semon	February 2024	August 2024	February 2025	August 2025	February 2026	August 2026	February 2027	August 2027
Snell	February 2024	August 2024	February 2025	August 2025	February 2026	August 2026	February 2027	August 2027
Stadium	February 2024	August 2024	February 2025	August 2025	February 2026	August 2026	February 2027	August 2027
Student Health Center	February 2024	August 2024	February 2025	August 2025	February 2026	August 2026	February 2027	August 2027
Wilsonville	February 2024	August 2024	February 2025	August 2025	February 2026	August 2026	February 2027	August 2027
OMIC BLD 1	February 2024	August 2024	February 2025	August 2025	February 2026	August 2026	February 2027	August 2027
OMIC BLD 2	February 2024	August 2024	February 2025	August 2025	February 2026	August 2026	February 2027	August 2027

Notes:

- 1) Buildings Scheduled for Semi-Annual Testing in February 2024 shall be included in agreement.
- 2) The intent of this schedule is to synchronize the testing and inspections of all buildings to occur simultaneously each year.
- 3) All Inspection/Testing shall be coordinated with Facility Services to work in the most convenient times for university operations.