



**REQUEST FOR PROPOSALS**

**RFP # 2025-03**

**OMIC R&D EQUIPMENT INSTALLATION**

ISSUE DATE:	Friday, July 18, 2025
<b>CLOSING DATE:</b>	<b>Friday, August 8, 2025</b>
<b>CLOSING TIME:</b>	<b>1:00 PM Pacific Time</b>

## **TABLE OF CONTENTS**

### **SECTION I – INFORMATION REGARDING PROPOSAL**

INTRODUCTION

GENERAL INFORMATION

SCHEDULE OF EVENTS

GENERAL PROVISIONS

TERM OF CONTRACT

DELIVERY OF PROPOSALS

PROJECT BACKGROUND

SCOPE OF WORK

### **SECTION II – INFORMATION REQUIRED FROM PROPOSERS**

PROPOSAL FORM AND CONTENT

REQUIRED PROPOSAL CONTENT

EVALUATION CRITERIA

### **SECTION III – QUESTIONNAIRE FOR PROPOSERS**

### **SECTION IV – CONTRACT TERMS AND REQUIRED DOCUMENTS**

NOTICE OF INTEREST

BIDDER/PROPOSER NON-DISCRIMINATION AND OREGON TAX LAWS  
CERTIFICATION

EXHIBIT A – OREGON TECH SAMPLE CONTRACT

## OREGON INSTITUTE OF TECHNOLOGY

### REQUEST FOR PROPOSALS

RFP #2025-03

### OMIC R&D EQUIPMENT INSTALLATION

#### **SECTION I - INFORMATION REGARDING PROPOSAL**

##### **INTRODUCTION**

The Oregon Institute of Technology (“Oregon Tech”) is seeking proposals to select a contractor to provide the following: the installation of a heavy slab foundation and installation of the DN Solutions HM 1000 hard metals roughing machine at the Oregon Manufacturing Innovation Center Research and Development (OMIC R&D) Campus in Scappoose, OR.

##### **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 and Tour:**

**DATE:** Tuesday, July 29, 2025

**TIME:** 1:00 PM – 2:00 PM PT

**LOCATION:** The mandatory pre-proposal conference and tour will begin in the OMIC R&D Campus in the B1 Lobby located at 33701 Charles T Parker Way, Scappoose, OR 97056. The meeting is intended to clarify the requested information and provide an opportunity for questions and answers. There will be additional site data available for review and a site tour. There will be no other site tour opportunities for Proposers and their team members.

**Attendance and sign-in is required in order to be eligible to submit a proposal.**

*Please RSVP to Michele Vitali, Operations and Policy Advisor at [Michele.Vitali@oit.edu](mailto:Michele.Vitali@oit.edu) if you plan to attend the Mandatory Pre-Proposal Conference & Tour so that Oregon Tech may arrange logistics and information packages.*

##### **GENERAL INFORMATION**

**Issuing Office:** The OMIC R&D Campus 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 (2) matters should be appropriately addressed to the contact persons below:

##### **Content and Technical Specifications:**

Don Hendrickson, Interim Executive Director OMIC R&D  
Telephone: (503) 821-1353

Email: [Don.Hendrickson@oit.edu](mailto:Don.Hendrickson@oit.edu)

### **RFP Process Questions:**

Vivian Chen, J.D., Director of Procurement, Contracts, and Risk

Telephone: (503) 821-1266

Email: [Vivian.Chen@oit.edu](mailto: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 .....July 18, 2025

Mandatory Pre-Proposal Conference & Tour.....July 29, 2025 (1:00 PM PT)

Deadline for Protest of Specifications.....August 1, 2025 (5:00 PM PT)

All Clarifying Questions Due.....August 1, 2025 (5:00 PM PT)

Notice of Interest Deadline.....August 1, 2025 (5:00 PM PT)

Closing Date (Proposals Due) .....August 8, 2025 (1:00 PM PT)

Deadline for Protest of Award.....Seven (7) calendar days after the date  
on Notice of Award letter

Anticipated Contract Begin Date.....On or around September 1, 2025

### **GENERAL PROVISIONS**

Oregon Tech reserves the right to reject any and all proposals received as a result of this RFP. Oregon Tech Policy Chapters 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 PM PT on the date indicated in the Schedule of Events via email. In the Notice of Interest, 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 PM 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 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 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 PM 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, an 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 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 the 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 over 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 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 Scope of Work below.

**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 not submitted to the evaluation committee. Oregon Tech reserves the right to determine if an inadvertent error is solely clerical or is a minor informality that may be waived and then to determine if an error is grounds for disqualifying a proposal. 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 successful Proposer. The successful Proposer 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 or entities capable of performing the requirements of this RFP. Proposers 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 as a 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, Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the RFP and is fair and without collusion or fraud in all aspects. Proposer also certifies that no Oregon Tech officer, agent, or employee 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:** Proposer shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest has been decided, a contract has been fully executed, and Oregon Tech has issued a Notice to Proceed.

**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 the initial proposal received. Therefore, each proposal should contain 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.

**31. Recycled Products.** The successful Proposer will use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of the resulting contract.

## **TERM OF CONTRACT**

The Contract is expected to begin on or about September 1, 2025, and extend to February 28, 2026, with an option for annual renewals thereafter, subject to the successful Proposer's continued successful performance as determined by Oregon Tech. Oregon Tech intends to reserve the right upon thirty (30) days' notice to the successful Proposer 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 PM PT, Friday, August 8, 2025**. **Email subject line must be "Response to RFP #2025-03."** Proposers 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's sole discretion.



Proposer is responsible for ensuring 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](mailto:Purchasing@oit.edu)

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

## **PROJECT BACKGROUND**

OMIC R&D has purchased a DN Solutions HM1000 machine through Ellison Technologies that is currently being manufactured in Korea. Please reference Ellison Technologies – HM 1000 Order Form for machine details.

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**

To support this machine, there are two phases of this project.

First, a new heavy slab foundation within the existing floor must be installed in the subtractive center at OMIC R&D.

Second, the machine will need to be unloaded and installed per manufacturer recommendations, which is expected to occur later this calendar year, likely in December.

### Prevailing Wage

Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and the required public works bond, as outlined in Sections C.1, C.2 and G.2.3 of the Oregon Tech General Conditions. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Contract:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, as published July 5, 2025 which can be downloaded at the following web address:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

The Work will take place in Columbia County, Oregon

### Bonds

Given that this is a public works project, the successful quoter will be required to furnish a one hundred percent (100%) performance bond and one hundred percent (100%) payment bond from a surety company licensed to do surety business in the State of Oregon during execution of the contract forms.

**Please reference:**

Attachment 1: AKAAN Structure and Design LLC – Floor Plans

Attachment 2: Ellison Technologies – HM 1000 Order Form

Attachment 3: HM 1000 Foundation Plan

Attachment 4: Peterson Structural Design Calculations

Attachment 5: Peterson Structural Drawings

## **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 Proposer, address, current telephone number, e-mail address, name and title of Proposer’s contact person as well as a signature of an authorized official with the authority to negotiate and contractually bind 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.** 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. Proposers may be asked to provide written clarification if the proposal is unclear. **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	25 points
3. Cost Summary	25 points
4. Quality of Proposal	15 points
5. References Review	15 points

<b>Total Possible:</b>	<b>100 points</b>
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### **SECTION III – QUESTIONNAIRE FOR PROPOSERS**

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

#### **1. Background Information**

Description of experience in the successful completion of similar services for higher education or similar research and development facilities. Experience working with Oregon issues is preferred. Firms should provide evidence of the successful completion of at least three projects similar in scope and complexity. Please provide the contact person's name, address, and current telephone numbers for such projects.

#### **2. Scope of Work**

Using the Scope of Work as a guide, outline a work plan and schedule, with target dates for beginning and completion of essential steps necessary to meet the deadlines.

#### **3. Cost Summary**

Pricing and fee schedules should be sufficiently descriptive to facilitate acceptance of a proposal. List the not-to-exceed (NTE) amount you propose. Pricing should outline all estimated expenses, and meet prevailing wage requirements.

#### **4. Quality of Proposal**

The 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 similar projects., Provide the name, address, and current telephone number for each reference.

**SECTION IV – CONTRACT TERMS AND REQUIRED DOCUMENTS**

**NOTICE OF INTEREST**

**RFP #2025-03  
OMIC R&D EQUIPMENT INSTALLATION**

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 the completed Notice of Interest no later than August 1, 2025, at 5:00 PM PT to [Purchasing@oit.edu](mailto:Purchasing@oit.edu).

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

**RFP #2025-03  
OMIC R&D EQUIPMENT INSTALLATION**

I, the undersigned, have read all 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  
PUBLIC IMPROVEMENT CONTRACT

Contract #

**THIS PUBLIC IMPROVEMENT CONTRACT** ("Contract") is entered into by and between the Oregon Institute of Technology ("Owner") and ("Contractor").

Project Name: ("Project")

1. **Effective Date.** This Contract shall become effective on the date this Contract has been signed by all parties and all required Owner and governmental approvals have been obtained, whichever occurs later.
2. **Contract Documents.** This Contract shall consist of the following documents, hereby incorporated by reference, and are listed in descending order of precedence:
  - A. This Public Improvement Contract
  - B. The Oregon Institute of Technology General Conditions for Public Improvement Contracts dated February 1, 2017 ("Oregon Tech General Conditions")
  - C. Supplemental Oregon Tech General Conditions [update Liquidated Damages provision, if applicable]
  - D. Exhibit A – Scope of Work
  - E. Exhibit B – Fee Schedule (only if time and material basis)
3. **Contract Price.** The Owner will compensate the Contractor for Work on a ☐ time and material basis subject to a maximum not-to-exceed price of \$ ; or ☐ in the firm, fixed-price amount of \$ ; in accordance with the requirements of the Oregon Tech General Conditions for the performance of all Work described and reasonably inferred from the Contract Documents. If the Project is done on a time and materials basis, the Contractor's listing of wage rates, material unit costs and overhead charges for the Work is attached to this Contract.
4. **Scope of Work.** This Project consists of the Scope of Work ("Work") as described in Exhibit A, attached and hereby incorporated by reference.
5. **Representatives.** Contractor has named its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicated below (check one):  
☐ Unless otherwise specified in the Work, the Owner designates as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.  
☐ Name of Owner's Authorized Representative shall be submitted by owner in a separate writing.
6. **Contract Dates.** The following critical dates are hereby set for this Project. Time is of the essence.
  - A. Commencement Date: Within Days of the Notice to Proceed.
  - B. Substantial Completion Date:

C. Final Completion Date:

**7. Minimum Wage Rates.** (Check one of the following):

☐ Prevailing Wage Rates requirements do not apply to this Project because the maximum compensation for all Owner-contracted Work does not exceed \$50,000.

☐ Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and the required public works bond, as outlined in Sections C.1, C.2 and G.2.3 of the Oregon Tech General Conditions. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Contract:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, as published July 5, 2025 which can be downloaded at the following web address:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

The Work will take place in County, Oregon

☐ Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870 and the Davis-Bacon and Related Acts from the U.S. Secretary of Labor, unless a higher wage rate and fringe benefits are required according to ORS 279C.838, as provided in the Oregon Bureau of Labor and Industries (BOLI) publication titled "Prevailing Wage Rates for Public Works Contracts in Oregon subject to BOTH the State PWR and federal Davis-Bacon Act", which are incorporated herein by reference.

PREVAILNG WAGE RATES for Public Works for State PWR and federal Davis-Bacon Act, can be downloaded at the following web address:

[http://www.boli.state.or.us/BOLI/SHD/PWR/pwr\\_book.shtml](http://www.boli.state.or.us/BOLI/SHD/PWR/pwr_book.shtml)

The Work will take place in County, Oregon

**8. Liquidated Damages. [OPTIONAL].** Failure to complete the Work by the time specified in this Contract will result in actual damages to the Owner. Since actual damages will be difficult or impossible to determine, it is agreed that the Contractor shall pay Owner, not as a penalty but as liquidated damages \$ per Day for each Day elapsed in excess of the Substantial Completion Date.

**9. Tax Compliance.** 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 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. If this Contract is executed, this information

will be reported to the Internal Revenue Service (IRS). Information not matching IRS records could subject Contractor to backup withholding.

- 10. 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.
- 11. Recycled Products.** Contractor will use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of this Contract.
- 12. Execution and Counterparts.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
- 13. Integration.** The Contract Documents constitute the entire agreement between Owner and Contractor. There are no other understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and 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 SCOPE OF WORK**

*SAMPLE: Contractor will supply all necessary tools, equipment, supplies, and labor to \_\_, as detailed in Oregon Tech RFQ #\_\_, issued \_\_, attached hereto as Exhibit, and Contractor's proposal in response to RFQ #\_\_, dated \_\_, attached hereto as Exhibit.*

In the event of any conflict between Exhibit and this Contract or between Exhibit and this Contract, the order of precedence set forth in Section 2, Contract Documents, shall govern and control the rights and responsibilities of the parties.

**EXHIBIT B  
FEE SCHEDULE**

[INSERT]

EXHIBIT A - SAMPLE CONTRACT