1. **Recycled Paper**
   Unless the Invitation to Bid (ITB) specifies that virgin stock must be used, bidder is required to use recycled paper when available and when all necessary specifications are met. If a non-specified recycled paper is bid, bidder must comply with ORS 279.545 and provide certification showing the makeup of the recycled paper prior to bid opening. Bidder may be required to submit a sample prior to award for approval. Bidder should indicate if recycled paper is not available. Should both virgin and recycled papers be bid, the award will be made to the bidder offering recycled paper when the total bid does not exceed the lowest bid on virgin paper by more than 12%.

2. **Method of Award**
   Method of award will be based on the lowest responsive bid. Oregon State University reserves the right to accept the bid deemed in the best interest of the University with consideration of price, delivery time, quality of the product, method of construction and performance.

3. **Exact Quantity**
   The quantity specified in the ITB and any resulting purchase order is the exact amount desired. Underruns or overruns may not be accepted. The responsibility for this determination rests solely with Oregon State University.

4. **Adherence to Specifications**
   Signing and submitting a bid indicates that the bidder accepts the terms and conditions of the solicitation and agrees to be bound by them. Oregon State University shall require the bidder to comply with such terms and conditions and shall hold the bidder to each and every part of the specifications.

5. **Inspection of Copy**
   For more detailed specifications and inspection of artwork, copy, negatives or layout bidders are invited to view the materials on display at Printing & Mailing Services. Submission of a bid is construed as acknowledgment that the bidder has a thorough understanding of the characteristics of the job to be produced.
6. **PROCESS COLOR**
   All work shall be EXCELLENT as described in Franklin Offset Catalogue. Successful bidder may be required to furnish samples of its four-color printing. Failure to supply satisfactory samples may result in rejection of the bid.

7. **EXCELLENT QUALITY**
   Quality of composition, printing and bindery work must be EXCELLENT in all respects as defined in the Franklin Offset Catalogue. A rejection rate of one percent is considered abnormal. Rejection will be made for upside down signatures, missing or duplication of signatures, creases on the printed page, uneven inking, signatures out of sequence, crooked trimming and binding.

8. **BID SAMPLE**
   Samples must be furnished free of charge or freight to Printing & Mailing Services. Each sample must be clearly labeled with bid number and bidder’s name.

9. **BRAND NAMES**
   Any brand names or trade names used in the solicitation specifications are for the purpose of describing and establishing standards of quality and performance and characteristics desired. Such brand names or trade names are not intended to limit or restrict competition. Bidders may submit bids for products substantially equivalent to those specified unless the solicitation expressly provides that only a particular brand or product is acceptable. All proposed brand and product substitution shall be subject to Oregon State University’s approval.

10. **OUT-OF-STATE CONTRACTOR REQUIREMENTS**
    State Law (ORS 60.701, et seq.) requires all foreign corporations to register with the State Corporations Commissioner unless they are transacting business in interstate commerce or unless they are conducting an isolated transaction to be completed within a period of 30 days and not in the course of a number of repeated transactions of like nature. A foreign corporation is a corporation incorporated under a law other than Oregon. Out-of-state firms offering bids must indicate on their bids whether they are or are not registered with the State Corporation Commissioner.

    Also, foreign corporations receiving state contracts exceeding $10,000 are required to promptly report to the State Department of Revenue upon forms furnished with their contract (ORS 279A.120(3)). Oregon State University will withhold final payment until this requirement has been accomplished.

**NOTE:**
A percentage equal to the percent of the preference given to the bidder in the state in which it resides shall be added to out-of-state bids in order to give preference to in-state companies.
11. **RENEWAL**
By mutual agreement of Oregon State University and Contractor, the Contract may be extended for four (4) additional one-year periods. If the Contract is renewed, price escalation on paper stock only will be allowed.

12. **CANCELLATION**
This Contract may be canceled at any time during the term without penalty by either Oregon State University or the Contractor, upon presentation of 30 days written notice.

13. **ESCALATION**
Escalation in price on paper stock only will be allowed if certain conditions are met. The Contractor will be reimbursed for the amount of the actual net dollar increase in the cost of stock occurring after the award of the Contract if the Contractor, within ten days after award of the Contract, furnishes documentation by the paper wholesaler of the price used in submitting the bid and states the amount of stock required. Contractor must again submit documentation of price of stock at the time of the request for escalation. It is understood that any decrease in the cost of paper stock must also be offered to Oregon State University. OSU will have the option of accepting the price change or canceling the Contract. The escalation provision is offered by OSU in consideration of the current paper industry market conditions.

14. **SILENCE OF SPECIFICATIONS**
The silence of specification and supplemental specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only materials and workmanship of first quality are to be used. If a bidder finds discrepancies in, or omissions from the specifications, or if the bidder is in doubt as to their meaning, the bidder shall notify the buyer 24 hours prior to closing of the ITB. OSU will consider all requested changes and, if appropriate, amend the ITB.

15. **BID WITHDRAWAL**
Once bids have been opened, they may not be withdrawn (OAR 137-30-070). In the event the bidder refuses to honor its bid after notification of award, bidder will be liable for any additional costs and rush charges incurred to complete the job as required. Repeated breach of contractual obligations is grounds for bidder disqualification (OAR 137-30-110(1(d)).

16. **ADDITIONAL CHARGES/CHANGES**
Any additional charges for alterations or any services or materials not covered in this bid must be itemized in detail in writing by the Contractor and approved by the OSU Printing and Mailing Services Department prior to printing.
17. **NEGATIVES/PROOFS/SAMPLES**
All negatives shall remain the property of Oregon State University and shall be delivered to the buyer immediately upon completion of the Contract. If the Contractor retains the negatives for any reason, they may never be destroyed without prior written permission of Printing & Mailing Services. A Contractor who destroys negatives without prior written permission of Printing & Mailing Services will be required to make replacement negatives at their own expense. Each package pertaining to this order (proofs, samples, or negatives) returned to the buyer must be identified with purchase order number and customer name. All art, paste-ups, copy, electronic data and photographs shall remain the property of the ordering customer and unless otherwise stated, should be returned to the buyer with the completed order.

18. **TAXES**
Oregon State University will not be responsible for any taxes or assessments which apply to performance of this Contract, whether such taxes or assessments are imposed by federal, state, or local governments. It is agreed that the bidder has anticipated such taxes and assessments, if any, and included them in the bid.