



## Purchasing and Contract Services

Klamath Falls: 541.885.1225 (office)  
541.885.1215 (fax)  
3201 Campus Drive  
Snell Hall 112  
Klamath Falls, OR 97601

Portland: 503.821.1277 (office)  
503.533.5190 (fax)  
20175 NW AmberGlen Ct.  
Suite 100  
Beaverton, OR 97006

### REQUEST FOR QUOTES (RFQ) #2012-01

January 13, 2012

Project Name:	Mindray BS-120 Chemistry Analyzer
RFQ Due Date/Time:	January 24 ,2012 – 1:00 PM, Pacific Time
Project Coordinator:	<b>Marian Ewell, Director Clinical Laboratory Science</b>
Phone:	(503) 494-8589
Email:	<a href="mailto:marian.ewell@oit.edu">marian.ewell@oit.edu</a>

**PLEASE SUBMIT QUOTES VIA EMAIL OR MAIL TO THE ABOVE KLAMATH FALLS ADDRESS TO THE PURCHASING AGENT: [PURCHASING@OIT.EDU](mailto:PURCHASING@OIT.EDU)**

**PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE “RFQ# 2012-01 MINDRAY BS-120 CHEMISTRY ANALYZER” IN THE SUBJECT LINE**

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#### 1. ANNOUNCEMENT AND SPECIAL INFORMATION

Quoters are required to read and understand and comply with all information contained within this RFQ. All quotes are binding upon Quoter for thirty (30) days from the RFQ Due Date/Time. All payments for services will be paid in accordance to OAR 580-061-0050. Quotes received after the RFQ Due Date/Time may not be considered. Travel and other expense reimbursement will only be reimbursed in accordance with the OIT Contractor’s Travel Reimbursement Policy at the time the expense is incurred.

In support of OIT’s sustainability mission, Quoters are encouraged to consider the following elements in responding to this RFQ. These are not a factor of award (unless otherwise specified in this document):

- Using environmentally preferable products and products that exceed EPA guidelines
- Supporting a diverse supplier pool, including Oregon small, minority, and women-owned firms
- Featuring products made or grown in Oregon.

#### 2. SCOPE

The purpose of this RFQ is to purchase one new Mindray BS-120 Chemistry Analyzer for the Oregon Institute of Technology Clinical Laboratory Science Program. The Chemistry Analyzer must have the following:

- Discrete, random access, fully automated
- Up to 300 tests per hour with ISE
- Flexible configuration for sample/reagent positions
- Up to 33 onboard chemistries and 4 ions
- Refrigerated reagent compartment
- Automatic probe cleaning, liquid level detection & collision protection
- 8 wavelengths: 340~670nm
- Low cost disposable cuvettes
- Bi-directional LIS interface
- Intuitive and robust software

Delivery of goods is F.O.B. Destination within 30 days after receipt of order. Shipping will only be reimbursed at actual standard shipping rates. Delivery time is of the essence and may be a factor in making an award

**3. Quote**

Quotes should be short and concise with the following information:

- A. Company information and experience in these types of projects;
- B. Mindray BS-120 Chemistry Analyzer Description;
- C. Warranty Information;
- D. Price (Inclusive of Shipping FOB Destination)
- E. References;
- F. Estimated time to deliver Mindray BS-120 Chemistry Analyzer, and
- G. Any additional information that OIT should take into consideration for the project or qualifications.

**4. Evaluation**

The quote received by the lowest responsive responsible quoter will be awarded a contract. The "lowest responsive responsible quoter" is the lowest quoter who has substantially complied with all requirements of the Request for Quote and who can be expected to deliver promptly and perform reliably.

**OREGON INSTITUTE OF TECHNOLOGY  
CERTIFICATIONS  
RFQ #2012-01**

Each Quoter must read, complete and submit a copy of this Oregon Institute of Technology Certification with their Quote. Failure to do so may result in rejection of Quote. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Quoter and that under penalty of perjury the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS**

As required in ORS 305.385(6) the undersigned hereby certifies that to the best of the undersigned's knowledge, the Entity is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620. If a Contract is executed, this information will be reported to the Internal Revenue Service under the name and taxpayer I.D. number submitted below. Information not matching IRS records could subject Contractor to 31% backup withholding.

**SECTION II. AFFIRMATIVE ACTION**

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

**SECTION III. COMPLIANCE WITH SOLICITATION**

The undersigned further agrees and certifies that they:

1. Have read, understands and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions contained herein (including any attachments); and
2. Are an authorized representative of the Quoter, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Quote or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the solicitation and Quote.

Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number:(\_\_\_\_)\_\_\_\_\_

Fax Number:(\_\_\_\_)\_\_\_\_\_

Construction Contractors Board (CCB) License Number (if applicable): \_\_\_\_\_

Business Designation (check one):

Corporation  Partnership  Sole Proprietorship  Non-Profit  Limited Liability Company

Minority, Women & Emerging Small Business (MWESB) Certified Firm:  Yes  No

If yes, Minority, Women & Emerging Small Business (MWESB) Certification Number: \_\_\_\_\_

Minority, Women & Emerging Small Business (MWESB) Self-Reported Firm:  Yes  No

## OREGON INSTITUTE OF TECHNOLOGY INSTRUCTIONS TO QUOTERS

Quotes are subject to the applicable provisions and requirements of the Oregon Administrative Rules and Oregon Revised Statutes.

### QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the Request for Quote. Quotes may be submitted in writing to OIT office via facsimile, e-mail, mail or in person.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the Request for Quote. Unless otherwise specified, all items quoted are to be new, unused and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by OIT serve to change the RFQ in any way. No other directions received by the Quoter, written or verbal, serve to change the RFQ document. **NOTE: IF YOU HAVE RECEIVED A RFQ YOU SHOULD CONSULT THE UNIVERSITY PROCUREMENT GATEWAY WEBSITE ([www.ous.edu/about/bo](http://www.ous.edu/about/bo)) TO ASSURE THAT YOU HAVE NOT MISSED ANY ADDENDA ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDUMS ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.**
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by OIT in quote 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. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to approval by OIT.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. OIT reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **FOB DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges paid by the Quoter.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the Oregon Institute of Technology Purchase Order Terms and Conditions may result in quote rejection.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the Quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the Quoter has read and fully understands all quote specifications, and the Oregon Institute of Technology Purchase Order Terms and Conditions (including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.
10. **QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
11. **QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by OIT prior to quote closing time. Quotes may also be withdrawn in person before quote closing time upon presentation of appropriate identification.

- 12. QUOTE SUBMISSION:** Quotes may be submitted by returning to OIT Purchasing and Contract Services Office in **Portland** via facsimile, e-mail, mail or in person but no oral or telephone quotes will be accepted. Envelopes, faxes, or e-mails containing Quotes should contain the RFQ No., and RFQ Title.

#### **QUOTE EVALUATION AND AWARD**

- 1. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, OIT generally will not completely review or analyze quote responses which fail to comply with the requirements of the quote documents or which clearly are not the best quotes, nor will OIT generally investigate the references or qualifications of those who submit such quote responses. Therefore, neither the return of a quote response, nor acknowledgment that the selection is complete shall operate as a representation by OIT that an unsuccessful quote was complete, sufficient, or lawful in any respect.
- 2. DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
- 3. CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
- 4. PAYMENT:** Quotes which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
- 5. INVESTIGATION OF REFERENCES:** OIT reserves the right to investigate references and or the past performance of any Quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. OIT may postpone the award or execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation. OIT reserves the right to reject any quote response or to reject all quote responses at any time prior to OIT's execution of contract if it is determined to be in the best interest of OIT to do so.
- 6. METHOD OF AWARD:** OIT reserves the right to make the award by item, groups of items or entire quote, whichever is in the best interest of OIT.
- 7. QUOTE REJECTION:** OIT reserves the right to reject any and all quotes.
- 8. QUOTE RESULTS:** Quoter(s) who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by appointment.

**1. DEFINITIONS:**

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

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

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

**3. INSPECTIONS:** OIT may inspect and test the Goods and related Services (collectively, "Goods") at times and places determined by OIT. OIT may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, OIT may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit OIT's rights, including its rights under the UCC ORS chapter 72. Nothing in this paragraph is to in any way affect or limit OIT's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

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

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

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

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

**8. HOLD HARMLESS:** *Contractor shall indemnify, defend and hold harmless OIT the State of Oregon and it agencies, their divisions, officers, employees, and agents, from all claims, suits or actions of any nature arising out of or related to the activities of Contractor, its officers, subcontractors, agents or employees under this PO.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**23. EXPORT CONTROL:** Contractor acknowledges that OIT has students and faculty who are foreign nationals who may work with services, product or technology received from Contractor pursuant to this PO. Contractor represents that it has informed OIT in writing, prior to acceptance of this PO if it is providing OIT any product or technology subject to the U.S. Export Administration Act of 1979, the Export Administration Regulations and the International Traffic in Arms Regulations, and if so, under what Commerce Control List number(s) or U.S. Munitions List Number(s) it is controlled.

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

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

**26. ORDER OF PRECEDENCE:** This PO includes the documents listed below, which, in the event of any conflicts among them, must be interpreted in the following order of precedence: i) The solicitation document issued by OIT and its attachments and addenda, if any; and ii) this Purchase Order including its Terms and Conditions, Contractor's bid, proposal or quote. *In the event Contractor's bid, proposal or quote contains a requirement that its terms and conditions are superior to the above order of precedence, then Contractor acceptance of this PO constitutes a complete and absolute waiver of such requirement.*

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

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

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

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

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

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