

**PORTLAND STATE UNIVERSITY
REQUEST FOR QUOTES #23330 Agilent DNA Microarrays and Reagents**

Portland State University (PSU) Purchasing Rules, Policies and Guidelines allows PSU departments to use an "Informal Procurement Process" for all purchases of supplies, equipment, and trade and professional services where the estimated cost exceeds \$25,000 but does not exceed \$100,000. The Informal Procurement Process is the solicitation of a minimum of three competitive quotes. Solicitation shall be accomplished by advertisement on the OUS Procurement Website making a request for vendors to provide a quote. A clearly documented record must be kept per the State of Oregon's records retention rules, showing the vendors contacted, their responses including quote amounts, the basis for selection, evaluation results, and any other pertinent information to the solicitation.

The posting of solicitation on the OUS Procurement Website shall serve as the primary solicitation requirements document which in conjunction with the vendors' written responses and proposals and/or quotes shall satisfy the "clearly documented record" requirement described above. Additionally, depending on the nature of the scope of work of the project and other specific project details, there may be other documented "pertinent information" required to ensure a complete and clearly documented record for the informal solicitation.

PORTLAND STATE UNIVERSITY SHALL CONSIDER VENDOR QUOTES RECEIVED AS VALID FOR ONE HUNDRED TWENTY (120) DAYS.

RFQ ISSUE DATE:

October 17, 2013

VENDOR RESPONSE DATE:

To be considered for selection, quotations must arrive at Portland State University, Biology Department by **Tuesday, October 22, 2013 at 5pm** local time. Please email your response to the address listed below. No other responses will be accepted. The contact information for the Biology Department is:

Only email responses will be accepted:

Department Contact Person(s) Judy Ngai
Department Name Biology
Department Street Address PO Box 751, MC: BIO
City, State, ZIP Portland OR 97207-0751
Contact Person Email Address ngaijy@pdx.edu
Contact Person phone number 503.725.5084

Respondents selected may be requested to provide additional information, either formally or via interview process, to clarify their quotations and to ensure mutual understanding of the scope of work requirements and schedule.

Emerging Small Businesses and Minority and Women Owned Businesses

PSU is committed to increasing opportunities for Emerging Small Businesses and Minority and Women Owned Businesses, and PSU strongly encourages its contractors to use these businesses in providing services and materials for PSU contracts and projects.

MICROARRAYS AND REAGENTS NEEDED:

Portland State University Biology Departments desires to purchase the following Agilent DNA microarrays and reagents on an as-needed, when-needed basis:

Agilent Catalog Number	Description	Quantity	Price \$
5188-5380	Oligo aCGH Hybridization Kit, Large	As needed	
5188-5226	OligoCHG Wash Buffers 1 and 2 (Tecan Config)	As needed	
G2534-60005	Gaskets Pack of 100 Backings, 1 Array/Slide	As needed	
G2534-60006	Gaskets Pack of 100 Backings, 2 Array/Slide	As needed	
G2534-60013	Gaskets Pack of 100 Backings, 4 Array/Slide	As needed	
G2534-60016	Gaskets Pack of 100 Backings, 8 Array/Slide	As needed	
G2519F	Unrestricted AMADID Release GE 4x44K	As needed	
G4123A	SurePrint G3 Custom CGH Microarray 1x1M	As needed	
G4124A	SurePrint G3 Custom CGH Microarray 2x400K	As needed	
G4125A	SurePrint G3 Custom CGH Microarray 4x180K	As needed	
G4126A	SurePrint G3 Custom CGH Microarray 8x60K	As needed	
G2519F-026437	Zebrafish (V3) Gene Expression Microarray, 4x44K	As needed	
5190-0404	Hi-RPM Gene Expression Hybridization Kit, Large Volume	As needed	
5188-5327	Gene Expression Wash Buffer Kit	As needed	
G2509F	Custom Gene Expression Microarray, 8x15K	As needed	
G2514F	Custom Gene Expression Microarray, 4x44K	As needed	
G4861A	Custom Gene Expression Microarray, 2x400K	As needed	
G4862A	Custom Gene Expression Microarray, 4x180K	As needed	

MINIMUM MANDATORY REQUIREMENTS:

The following are the minimum **MANDATORY** requirements that must be met by vendors submitting a Quote Response. Compliance with these requirements must be clearly indicated and the extent of compliance described in detail in the vendors Quote Response. Failure to meet any or all of these requirements will likely result in rejection of vendors Quote Response by PSU.

1. PSU requires that the pricing offered by the vendor will be valid for purchases on an as-needed, when-needed basis.
2. The term of the contract awarded pursuant to this Request for Quotes (RFQ) shall be for a minimum one (1) year term.
3. Financial consideration. The maximum dollar value of the contract awarded under this solicitation shall not exceed \$100,000 USD.
4. All pricing shall be F.O.B Destination with all shipping, delivery, insurance, transportation and handling charges pre-paid by the vendor and added to the invoice. Include in your quotation all costs that will be charged to PSU for shipping, delivery, insurance, transportation, and handling.
5. Vendor shall provide the time frame for delivery.
6. Vendors agreement to PSU's Standard Terms & Conditions for Goods.

QUOTE AWARD:

The basis of any quote award shall be lowest cost, provided the vendor has met all mandatory requirements as defined in this quote solicitation document. PSU does reserve the right to not award this to any of the vendors if it is in the best interest of PSU to do so.

PAYMENT/INVOICING:

Payment of vendor invoices by PSU is normally made within 30-45 days of receipt of complete and accurate invoices. The vendor is responsible for ensuring that the invoice clearly references the associated PSU Purchase Order and that all items on the invoice match those listed in the quote response. PSU will not be responsible for paying any invoices that are not complete and accurate. Vendor payment terms may not require payment in less than 30 days after receipt of invoice by PSU and any payment delinquency terms are subject to the provisions of ORS (Oregon Revised Statute) 293.462.

CHANGES AFTER AWARD/ACCEPTANCE OF QUOTE:

After award or acceptance of vendor quote, any changes in the Minimum Mandatory Requirements, or additional work otherwise unforeseen at the time of preparation of this solicitation document and subsequent award, shall be addressed in writing, and signed by authorized representatives of the parties.

BEST AND FINAL OFFER:

Pursuant to OAR 580-061-0155, PSU reserves the right to select the vendor that, in the collective opinion of the evaluation team, offers the best overall benefit, convenience, functionality and service at the best-value cost to PSU. In the event that finalist proposals do vary significantly, PSU reserves the right to conduct discussions with the finalist proposers, to accept best and final offers from those finalists, and to negotiate changes, if it's in PSU's best interest to do so.

PUBLIC RECORDS:

This RFQ and one copy of each original quote received in response to it, together with copies of all documents pertaining to the Award of a Contract, shall be kept by PSU and shall be open to public inspection. If a quote contains any information that is considered a trade secret by the Contractor under ORS 192.501(2), each sheet of such information must be clearly marked with the following:

"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

The Oregon Public Records Law, ORS 192.501(2), exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies "unless the public interest requires disclosure in the particular instance." 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. Pricing information cannot be labeled a trade secret and must be open to public inspection. Contractors are requested to mark only specific pages or text in their quote considered a "trade secret" under Public Records Law. Quotes in which the entire document is marked or otherwise identified in its entirety as confidential or a "trade secret" will be rejected.

QUALIFIACATIONS, PROFESSIONALISM AND BEHAVIOR OF CONTRACTOR EMPLOYEES:

All technicians and other Contractor employees performing work on PSU premises shall be highly qualified, skilled professionals who behave in a professional and courteous manner at all times. Contractor employees must have the ability to plan and organize their work efficiently and communicate effectively with PSU staff and other customer contacts in the field.

PSU places a strong emphasis on good customer service and fully expects all of its contractors and vendors to endorse this service ethic when deploying technicians and other employees on the PSU

campus. All Contractor technicians and employees shall wear appropriate work attire on the job and shall present themselves in a professional manner in terms of attire and overall appearance.

OTHER TERMS AND CONDITIONS:

In addition to all of the requirements above, Contractor shall comply with Portland State University's Standard Terms & Conditions for Goods, incorporated within this document (see below).

PSU STANDARD TERMS & CONDITIONS FOR GOODS

1. DEFINITIONS:

"Contract" means the entire written agreement between the parties, including but not limited to the Invitation to Bid or Request for Proposal and its specifications, terms and conditions; solicitation addenda and contract amendments, if any; and the purchase order or price agreement document;

"Contractor" means a person or organization with whom Portland State University (PSU) has contracted for the provision of goods pursuant to this Contract. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS chapter 72) are synonymous;

"OARS" means the Administrative Rules adopted by the State of Oregon Board of Higher Education and PSU.

"ORS" means the Oregon Revised Statutes;

"PSU" means the State Board of Higher Education acting by and through Portland State University and is synonymous with "Buyer" as used in ORS chapter 72. "PSU" also means other parties to the Contract if the purchase is being made under a cooperative agreement;

2. AMENDMENTS: The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of PSU.

3. STANDARD AND SPECIAL TERMS AND CONDITIONS; ORDER OF PRECEDENCE: These Standard Terms and Conditions are for contracts for the purchase of goods. PSU may also provide "special terms and conditions" elsewhere in the Contract which apply only to this Contract. Whenever possible, all terms and conditions are to be integrated. In the event of a conflict between the standard and "special terms and conditions", the "special terms and conditions" take precedence, unless the standard terms in question are required by law. In the event of any other conflict: 1) the special terms and conditions, 2) these Standard Terms and Conditions, 3) the Invitation to Bid or Request for Proposal, and 4) the proposal or response thereto shall be interpreted in the foregoing order of precedence. By signing this Contract, the Contractor agrees that, in the event of a conflict, all the terms and conditions of this Contract supersede all preprinted terms and conditions on any forms used by the Contractor.

4. PAYMENT: Payment of PSU contracts or Purchase Orders is normally made within 30-45 days following the date the entire order is delivered or the date the invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to a maximum of two-thirds of one percent per month (8% per annum) on the outstanding balance (ORS 293.462).

5. CASH DISCOUNT: If PSU is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

6. 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 PSU except as to latent defects, fraud and Contractor's warranty obligations.

7. INSPECTIONS: Goods furnished under this Contract shall be subject to inspection and test by PSU at times and places determined by PSU. If PSU finds goods furnished to be incomplete or not in compliance with the Contract, PSU, at its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to PSU at a reduced price, whichever PSU deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by PSU, PSU

may reject the goods and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit PSU'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.

8. **WAIVER:** Failure of PSU to enforce any provisions of this Contract shall not constitute a waiver or relinquishment by PSU of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

9. **ASSIGNMENT/SUBCONTRACT/SUCCESSORS:** Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the PSU Procurement and Contracting Department. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable to PSU under the Contract as if no such assignment, transfer, or subcontract had occurred.

10. **SUCCESSORS IN INTEREST:** 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.

11. **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 also shall comply with the Americans with Disabilities Act, 42 USC §12100 et seq., ORS 659.425 and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of Contractor to comply with any or all such laws, ordinances, rules, and regulations shall not relieve Contractor of these obligations nor of the requirements of this Contract.

12. **PAYMENT OF CONTRACTOR'S OBLIGATIONS:** Contractor agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the provision of the work provided in this Contract; pay all contributions or amounts due the industrial accident insurance provider from such Contractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state 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, the appropriate PSU official may pay such claim and charge the amount of the payment against funds due or to become due to the Contractor under this Contract. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety, if any, of obligations with respect to any unpaid claims.

13. **SEVERABILITY:** If any provisions of this Contract are declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provision 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.

14. **INDEMNITY, RESPONSIBILITY FOR DAMAGES:** (a) Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this Contract, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend (at PSU's request and with legal counsel acceptable to PSU), indemnify, and hold harmless the Oregon University System, the State Board of Higher Education, PSU, and their departments, subdivisions, officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract. (b) Without limiting the generality of Section 14(a), Contractor expressly agrees to defend (at PSU's request and with legal counsel acceptable to PSU), indemnify, and hold harmless the Oregon University System, the State Board of Higher Education, PSU, and their departments, subdivisions, officers, agents, employees, and members harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys fees, and damages arising out of or related to any claims that the goods or any other tangible or intangible items delivered to PSU by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or PSU's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that PSU shall provide Contractor with prompt written notice of any infringement claim. (c) Contractor shall have control of the defense and settlement of any claim that is subject to Sections 14 (a) or (b); however, PSU may, at its election and expense, assume its own defense and settlement in the event that PSU determines that Contractor is prohibited from defending PSU, or is not adequately defending PSU's interests, or that an important governmental principle is at issue and PSU desires to assume its own defense.

15. **WARRANTIES:** Unless otherwise stated, all goods shall be new and current model and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material and

manufacture and to be in compliance with solicitation specifications. All implied or expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this Contract. All warranties shall run to PSU.

16. SAFETY AND HEALTH REQUIREMENTS: Goods supplied under this Contract shall comply with all federal Occupational Safety and Health Admin. (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division.

17. ACCESS TO RECORDS: Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all cost of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of the Contract. The Oregon State Board of Higher Education, 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 three years from the date of Contract expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of the Contract and for any commitments or expenditures in excess of amounts authorized by PSU.

18. TERMINATION: This Contract may be terminated at any time by mutual consent of both parties, or by PSU at its discretion. If sufficient funds are not provided in future legislatively approved budgets of PSU (or from applicable federal, state or other sources) to permit PSU, in the exercise of its reasonable administration discretion, to continue this Contract, or if PSU or the program from which this Contract was executed is abolished, PSU may terminate this Contract without further liability upon delivery of notice to Contractor. This Contract may also be terminated by PSU for default (including breach of contract) if (a) Contractor fails to provide goods called for by this Contract within the time specified, or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of the Contract in accordance with these terms, and after receipt of written notice from PSU, fails to correct such failures within ten days. The rights and remedies of PSU provided in the above clause related to defaults (Including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by or under this Contract. Contractor shall be liable for any and all damages incidental and consequential, as provided in ORS 72.7110 to 72.7170, suffered by PSU as the result of Contractor's breach of contract. PSU shall have any and all remedies provided under the Uniform Commercial Code (ORS chapter 72) in the event of a breach of contract by Contractor. In the event of repeated breach of public and/or private contracts, Contractor shall be subject to disqualification as bidder on PSU contracts.

19. FORCE MAJEURE: Neither PSU nor Contractor shall be held responsible for delay or default caused by fire, riot, act of nature, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, PSU'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 cessation of the cause, diligently pursue performance of its obligations under this Contract.

20. AWARD TO FOREIGN CONTRACTOR: If the amount of this Contract exceeds \$10,000 and if 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 Secretary of State Corporation Division, all information required by those agencies relative to this Contract. PSU shall withhold final payment under this Contract until Contractor has met this requirement.

21. GOVERNING LAW: This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, or suit between PSU and Contractor that arises out of or relates to performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Multnomah County, for the State of Oregon. Provided, however that if any such claim, action, or suit may be brought only in federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts.

22. AVAILABILITY OF FUNDS: PSU certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of the Contract or any extension after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Contract.

23. NOTICE: Any notice pursuant to this Contract shall be validly given if in writing and sent by registered or certified mail, postage prepaid, to the respective addressees of Contractor and PSU.

24. WORKERS' COMPENSATION: All employers, including Contractor, that employ subject workers, who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

25. RECYCLABLE PRODUCTS: Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this Contract. Contractor shall specify the minimum percentage of recycled product in the goods provided.

26. TAX COMPLIANCE CERTIFICATION. Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380(4). The tax laws described in ORS 305.380(4) are those imposed by ORS chapters 118, 314, 316, 317, 318, 320, 321, and 323, and sections 10 to 20, chapter 533, Oregon Laws 1981, as amended by chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

27. MERGER: THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, 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. 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 THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.