



Request for Quotations – Goods/Trade Services Game Day Fan Tram

Quotations due by: April 11, 2014; 5:00 PM
Contact: Bob Beals
Phone: 541-346-5609
Fax: 541-346-7006
Email: bbeals@uoregon.edu
Department: UO Athletic Department
Address: 2727 Leo Harris Parkway Eugene OR 97401

Submittal Instructions: Enter the requested information on the Request for Quotations form, print and sign it. Prepare your response including the Request for Quotations form and the following additional documents: photo or drawing depicting proposed solution. Submit the complete response via email, facsimile or US mail to the department contact noted above.

General Information: RFQ to provide supplies, equipment, or services as described below will be received by the State Board of Higher Education acting by and through the University of Oregon (“University”). Use this form to submit your signed quotation pursuant to the submittal instructions by the date and time shown above. If you do not use this form your quote may be deemed non-responsive. **If you do not sign your quote or submit it to University by the due date and time, your quote will be deemed non-responsive and will not be considered for award.** Unless otherwise specified, approved equals may be considered. If alternatives to specifications are offered, include brand, model number, and complete information so offer may be properly evaluated. Quotations submitted will be considered firm offers as set forth in the UCC and as such, all prices included in this quotation will be firm for 3 months.

By providing a quote in response to this RFQ, Contractor agrees to the terms and conditions contained in this RFQ and further agrees to the Purchase Order Standard Terms and Conditions found at <http://pcs.uoregon.edu/content/forms>. Any contract resulting from this RFQ will be subject to the Purchase Order Standard Terms and Conditions. Quotations submitted that contain any exceptions or modification to the terms and conditions contained in this RFQ or the Purchase Order Standard Terms and Conditions, may be deemed non-responsive by University in its sole discretion. If modifications to the Purchase Order Standard Terms and Conditions are requested, the sections and specific modifications must be provided. Separate terms submitted to replace the Purchase Order Standard Terms and Conditions in its entirety will not be considered.

Quotes submitted in response to this RFQ will be retained by the University for the required retention period and made a part of the file or record that will be open to public inspection. If a response contains any information that is considered a “trade secret” under ORS 192.501(2), mark each page containing such information with the following legend: “TRADE SECRET”. The Oregon public records law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies “unless the public interest requires disclosure in the particular instance.” Non-disclosure of documents or any portion thereof or information contained therein may depend on official or judicial determinations made pursuant to law. An entire response to this RFQ marked as “trade secret” is unacceptable, and all parts of such quote will be deemed available for public disclosure.

Special Terms and Conditions

1. **Delivery:** Quotations will include **delivery by August 1, 2014**, FOB Destination, which means all transportation charges from vendor to University is prepaid and borne by the Contractor. If you do not quote FOB Destination freight prepaid, all transportation and handling charges must be indicated separately and will be considered in the award.
2. **Late Delivery:** Contractor may be required to reimburse University for expenses incurred during fall 2014 football season if trams are not received as by August 1, 2014.
3. **Reservations:** University reserves the right to accept or reject quotations on each line separately, or as a whole, to reject any or all offers, to waive any informalities or irregularities, to award items separately or in aggregate, and to contract in the best interest of University.
4. **Insurance Requirements:** If checked below, the specified insurance is required for any contract resulting from this Request for Quotations. See Purchase Order Standard Terms and Conditions found at <http://pcs.uoregon.edu/content/forms>, Section 5 for specified insurance requirements.
 - Commercial General Liability Insurance.
 - Commercial Automobile Liability Insurance.
4. **Additional Terms and Conditions:** If checked, this quotation is subject to additional University terms and conditions attached and titled: Equipment must include a 1 year bumper to bumper warranty; 2 year battery warranty and a lifetime frame warranty. Upon acceptance of proposal, on-site training may be required (at additional cost).

Game Day Fan Tram

Grey Shaded Areas to be Completed by Contractor

Contractor:

Address:

Email:

Phone:

Fax:

Please indicate your Minority Women or Emerging Small Business (MWESB) Status:

Women Owned Self Report State Certified #

Minority Owned Self Report State Certified #

Emerging Small Business Self Report State Certified #

Representations and Warranties. By submitting this quote in response to this RFQ, Contractor represents and warrants that (1) prices quoted shall be firm for three months; (2) Contractor has the power and authority to enter into and perform the contract awarded as a result of this RFQ; (3) The individual signing for Contractor is authorized to execute this quote on behalf of Contractor; (4) Contractor is an independent contractor and not an employee, partner, or agent of University; and (5) Contractor's name, as it appears in this quote, is Contractor's legal name, as it will appear in the Contractor's W-9, and if Contractor is an entity rather than an individual that the entity named in this quote is validly existing and in good standing.

Signature:

Date:

Print Name:

No Quote.

Date Contacted:

Reason:

Item #	Model #	Description	Qty.	Unit	Unit Price	Extended Price
1	Columbia model #BC3-L- 48	Electric Tram with AC drive configuration that meets minimum specifications contained on Exhibit A.	1			
2		Electric Tram Trailer with Battery pack that meets minimum specifications contained on Exhibit B.	2			
3	Columbia model #BC-L-48	Electric ADA Tram with AC drive configuration that meets minimum specifications contained on Exhibit C	1			

ATTACHMENT A - PURCHASE ORDER STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS:** (i) "Contract" means the entire written PO, these Purchase Order Standard Terms and Conditions, and any other terms and conditions and agreements referenced on the face of the PO. (ii) "ORS" means the Oregon Revised Statutes; "OAR" means Oregon Administrative Rule; "USC" means United States Code. (iii) "Deliverables" means goods and/or services provided to University by Contractor under this Contract. (iv) "University" means the State of Oregon, acting by and through the State Board of Higher Education, on behalf of University of Oregon, making the purchase pursuant to this Contract, and means an ORCP member if the purchase is being made under the State of Oregon's cooperative purchasing program authorized by ORS 190.240. (v) "Contractor" means the party named in Contract with whom University has contracted for the purchase of goods or goods and services. (vii) University and Contractor are each a "Party" and collectively "Parties".

2. **ACCESS TO RECORDS.** Contractor will maintain records, sufficient to accurately document its performance of this Contract. University will have access to such records of Contractor for the purpose of determining compliance with this Contract. Contractor will retain all such records, for a minimum of six years following final payment under or termination of this Contract, or such longer period as may be required by applicable law or to conclude any audit, review, or controversy.

3. **INDEMNITY FOR INFRINGEMENT CLAIMS.** EXCEPT TO THE EXTENT ARISING FROM MATERIALS PROVIDED TO CONTRACTOR BY UNIVERSITY, WHICH MATERIALS ARE UTILIZED BY CONTRACTOR IN THEIR UNALTERED FORM AND WITHOUT LIMITING THE GENERALITY OF THE INDEMNIFICATION CLAUSE REFERENCED IN THE HOLD HARMELSS SECTION BELOW, CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS UNIVERSITY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE DELIVERABLES INFRINGE ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY. The indemnity under this Section will not apply to the extent such alleged or actual infringement arises as a result of (i) modifications of such work made by University which were not approved by Contractor, or (ii) Contractor's compliance with any of University's designs, specifications or instructions. In the event that a court of competent jurisdiction determines in a final, non-appealable order that the work is infringing in a manner for which Contractor is obligated to indemnify University pursuant to this Section, Contractor will, at its option, either (1) procure for University the right to continue using such infringing work; (2) replace the infringing work with a non-infringing item of like form, fit or function; or (3) modify the work so that it no longer infringes.

4. **HOLD HARMLESS.** Contractor will be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from any act or omission of Contractor, its subcontractors, agents, or employees. Contractor will indemnify and hold harmless University and its governing board and their directors, officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the acts or omissions of Contractor or its subcontractors, officers, agents, or employees.

5. **INSURANCE.** Upon request by University, Contractor will secure at Contractor's expense and keep that insurance in effect during the term of this Contract either comprehensive general liability insurance with a broad form CGL endorsement or broad form commercial general liability insurance with a minimum combined single limit of not less than \$1,000,000 for each occurrence and (\$2,000,000 aggregate , covering bodily injury and property damage, and will include personal and advertising injury liability, products liability and contractual liability coverage for the indemnity

provided under this Contract. . Upon request by University, Contractor will secure at Contractor's own expense and keep in effect during the term of this Contract a Commercial Auto Liability insurance policy with a minimum combined single limit of \$1,000,000 per occurrence for each accident and \$2,000,000 aggregate. Any requested insurance policies are to be issued by an insurance company authorized to do business in the State of Oregon with a minimum financial rating of an AM Best rating of A- or higher. All liability insurance will be arranged on an "occurrence" basis. No insurance will be allowed on a "claims made" basis.

If insurance is required by this Contract, upon request by University, Contractor must provide a Certificate of Insurance to University from the insuring company evidencing insurance coverage required by this Contract. The "Description of Operations" must include (using the following exact language) the "**State of Oregon, acting by and through the State Board of Higher Education, on behalf of the University of Oregon, their officers and employees**" as additional insured. The certificate will provide that the insurance company will give a 30-days' written notice to University if the insurance is cancelled or materially changed. Upon request, Contractor must also provide an endorsement to University from the insuring company, naming (using the following exact language) the "**State of Oregon, acting by and through the State Board of Higher Education, on behalf of the University of Oregon, their officers and employees**" as additional insured.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30-days' written notice from Contractor or its insurer(s) to University, Contract Manager at the following address: 720 E. 13th Avenue, Suite 302, Eugene, OR 97401.

6. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of University for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that University provides for its employees. Nothing in this Contract will be construed to create a partnership, joint venture, franchise, agency, or employment relationship between the Parties.

7. OWNERSHIP OF WORK PRODUCT. All Deliverables that result from this Contract ("Work Product") are the exclusive property of University. University and Contractor intend that such Work Product be deemed "work made for hire" of which University will be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor irrevocably assigns to University all its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor will execute such further documents and instruments as University may reasonably request in order to fully vest such rights in University. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

8. OMB CIRCULAR A-110. If this Contract is federally funded in whole or in part, Contractor must comply with all applicable provisions of OMB Circular A-110.

9. EXCLUSIVITY. University is not bound by exclusivity provisions.

10. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants that (1) Contractor has the power and authority to enter into and perform this Contract; (2) The individual signing for Contractor is authorized to execute this Contract on behalf of Contractor; (3) This Contract, when executed and delivered, will be a valid and binding obligation of Contractor, enforceable in accordance with its terms; (4) The work under this Contract will be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (5) Contractor will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work; and (6)

Contractor's name, as it appears in this Contract, is Contractor's legal name, as it will appear in the Contractor's W-9, and if Contractor is an entity rather than an individual, that the entity named in this Contract is validly existing and in good standing. Unless otherwise stated on the face of the PO, all Deliverables will be new and current model and will carry full manufacturer warranties. Contractor warrants all Deliverables delivered to be free from defects in labor, material and manufacture and to be in compliance with solicitation specifications. All implied and expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this Contract. All warranties will run to University. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

11. INSPECTIONS. Deliverables furnished under this Contract will be subject to inspection and test by University at times and place determined by University. If University finds Deliverables furnished to be incomplete or not in compliance with solicitation specifications, University may reject the Deliverables and require Contractor to either correct them without charge, or provide at a reduced price, at University's discretion. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by University, University may reject the Deliverables and cancel this Contract in whole or in part. Nothing in this paragraph will in any way affect or limit University's rights as buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

12. SUBCONTRACTS AND ASSIGNMENTS. Contractor will not subcontract, assign or transfer any of its interest in this Contract without obtaining prior written approval from University, which consent may be withheld by University in its sole discretion. As a condition to requesting prior written approval, Contractor must provide a written copy of any such proposed assignment or subcontract to University. University's consent to any assignment or subcontract will not relieve Contractor of any of its duties or obligations under this Contract. Any assignment or subcontract in contravention of this Section will be null and void.

13. SUCCESSORS IN INTEREST. This Contract will be binding upon and will inure to the benefit of the Parties, and their respective successors and assigns.

14. TERMINATION. (a) This Contract may be terminated at any time by mutual written consent of both Parties. (b) University may at its sole discretion terminate this Contract in whole or in part upon 30-days' written notice to Contractor. (c) University may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by University, if (i) federal or state regulations or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or University is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. (d) University may terminate this Contract for default (including breach of contract) if (i) Contractor fails to provide Deliverables called for by this Contract within the time specified in this Contract or any extension of this Contract; or (ii) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from University, fails to correct such failures within ten business days. (e) Contractor may terminate this Contract upon 30-days' written notice to University if University fails to pay Contractor pursuant to the terms of this Contract and University does not cure such failure to pay within 30-business days after receipt of Contractor's written notice, or such longer period as Contractor may specify.

15. TERMINATION DUE TO NONAPPROPRIATION OF FUNDS. University may terminate this Contract upon written notice to Contractor if University has not: (a) Received from the Oregon Legislative Assembly appropriations, limitations or other expenditure authority, or (b) Received allotments pursuant

ORS Chapter 291 sufficient to allow University, in the exercise of its reasonable administrative discretion, to pay the amounts of this Contract.

16. **REMEDIES.** (a) In the event of termination pursuant to Section 14(b), (c)(i) and 15, Contractor's sole remedy will be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by University, less previous amounts paid and any claim(s) which University has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor will pay any excess to University upon demand. (b) In the event of termination pursuant to Sections 14(c)(ii) or (d), University will have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under these subsections, the rights and obligations of the Parties will be the same as if the Contract was terminated pursuant to Section 14(b). (c) Upon receiving a notice of termination of this Contract, Contractor will immediately cease all activities under this Contract, unless University expressly directs otherwise in writing. Upon termination of this Contract, Contractor will deliver to University all Work Product, documents, information, works-in-progress and other materials that are or would be Deliverables or otherwise the property of University had the Contract been completed. Upon University's request, Contractor will surrender to anyone University designates, all documents, research or objects or other tangible things needed to complete the work.

17. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner with or prohibit Contractor's full performance of this Contract. Contractor also covenants that in the performance of this Contract no person having any such interest will be employed. Contractor further covenants that its performance of this Contract will not cause any employee or volunteer of University to violate ORS Chapter 244.

18. **NON-RESIDENT FOREIGN CONTRACTORS.** For non-resident foreign Contractors with U.S. sourced income, University will withhold Federal Tax at the applicable tax rate from Contractor's fee unless Contractor is eligible for tax treaty benefits, or qualifies for exemption under other areas of the tax code. Contractor must provide a completed and signed US Internal Revenue Service (IRS) Form to claim tax treaty benefits (8233 or appropriate W8 form). Contractor must have a U.S. reporting Identification Number, a Social Security Number (SSN), IRS Tax Identification Number (ITIN), or Employer Identification Number (EIN) to be eligible for tax treaty benefits. If applicable, Contractor will enter the US in a legal status allowing Contractor to work for University as evidenced by the US Citizenship and Immigration Services (USCIS) I-94 stamped or attached to Contractor's passport or this Contract is void.

19. **NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the Parties or notices to be given under this Contract will be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or University at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either Party may indicate. Any communication or notice so addressed and mailed will be deemed to be given five days after mailing. Any communication or notice delivered by facsimile will be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against University, such facsimile transmission must be confirmed by telephone notice to University's supervising representative. Any communication or notice by personal delivery will be given when actually delivered.

20. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way affect the meaning or interpretation of this Contract.

21. **COMPLIANCE WITH APPLICABLE LAW.** Contractor will comply with all applicable federal,

state, county, and local laws, ordinances, and regulations. Without limiting the prior sentence, Contractor also agrees to comply with all applicable laws prohibiting discrimination on the basis of race, sex, national origin, religion, age, sexual orientation, status as a veteran, or handicap.

22. GOVERNING LAW; JURISDICTION; VENUE. This Contract will be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between University and Contractor will be brought and conducted solely and exclusively within a Circuit Court for the State of Oregon. However, if any claim, action, or suit must be brought in a federal forum, it will be brought and conducted exclusively in the United States District Court for the District of Oregon. In no event will any part of this Contract be construed as a waiver by University of its sovereign and governmental immunities. BY EXECUTION OF THIS CONTRACT, CONTRACTOR CONSENTS TO IN PERSONAM JURISDICTION OF SUCH COURTS.

23. RECYCLED PRODUCTS. Unless expressly otherwise provided for in contract, all paper products will be sourced from mills using elemental chlorine-free processes and contain a minimum of 30% post-consumer waste.

24. MATERIAL SAFETY DATA SHEET. In accordance with the OR-OSHA Hazard Communication Rules in OAR chapter 437, Contractor will provide University with a Material Safety Data Sheet for any Deliverables provided under this Contract which may release, or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, Contractor must label, tag, or mark such Deliverables.

25. SURVIVAL. All provisions of this Contract that would reasonably be expected to survive the termination of this Contract will do so.

26. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected. The Parties agree to attempt to substitute for any illegal or unenforceable provision a valid or enforceable one that achieves the economic, legal and commercial objectives of the illegal and unenforceable provision to the greatest extent possible.

27. ECONOMIC OPPORTUNITIES. Contractor will, when applicable, have made good faith efforts to work with or obtain materials to be used in performing the Contract from minority-owned, women-owned, and emerging small business enterprises.

28. TAX COMPLIANCE CERTIFICATION. Contractor 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).

29. DUAL PAYMENT. Contractor will not be compensated by any other party, including another agency of the State of Oregon, for work performed under this Contract.

30. NO THIRD PARTY BENEFICIARIES. University and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or will be construed to give any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name and expressly described in this Contract as intended beneficiaries.

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

32. PAYMENT. Unless a different payment date is specified on the front of the PO, payment for goods and services under the PO will be made within 45 days following the date the entire order is delivered, services complete, if applicable, or the date the invoice is received, whichever is later. Payment of overdue account charges by University will be subject to ORS 293.462.
33. FOREIGN CONTRACTOR. If Contractor is not domiciled or registered to do business in the State of Oregon, Contractor will promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. Contractor will demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
34. FORCE MAJEURE. Neither University nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, University or Contractor's reasonable control. Contractor will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligation under this Contract.
35. WAIVER. The failure of University to enforce any provision of this Contract will not constitute a waiver by University of that or any other provision.
36. ATTACHMENTS. All attachments, addenda, schedules and exhibits which are referred to in this Contract are incorporated in this Contract.
37. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED IN THIS CONTRACT REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT WILL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE TO THIS CONTRACT OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
38. COMMUNICATIONS STANDARDS AND GRAMMAR AND STYLE GUIDELINES. Contractor will conform to all applicable University Communications Standards and University Grammar and Style Guidelines available at (http://des.uoregon.edu/cp_grammar.html).
39. SUCCESSORS IN INTEREST. This Contract will be binding upon and will inure to the benefit of the Parties, and their respective successors and assigns.
40. EXECUTION AND COUNTERPARTS. This Contract may be executed in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Contract), each of which will be considered an original and all of which together will constitute one and the same Contract. At the request of a Party, the other Party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting Party.