



be submitted on a separate sheet with your response to this document. Minor differences and informalities will be resolved by negotiation prior to acceptance of the quote. All quotes must identify the carrier and crew that will provide the service. Contractor will be responsible for all flight scheduling and airport arrangements required. All confirmed carrier scheduling must be furnished to PSU prior to departure.

**CHARTER FLIGHT SCHEDULE**

Departure Date	Departure City	Destination	ETD	ETA	Air-craft Type	Available Seats	Charter Price to include Taxes for 90 Passengers	Per Passenger Taxes for occupancy over 90 Passengers	Cost to add Beverage Service if not included in Charter Price
10/10/2014①	Portland, OR	Grand Forks, ND		3:15pm			\$	\$	\$
10/11/2014②	Grand Forks, ND	Portland, OR	TBD				\$	\$	\$
10/25/2014	Salt Lake City UT	Portland, OR	TBD				\$	\$	\$
11/7/2014	Portland, OR	Bozeman, MT		3:15pm			\$	\$	\$
11/8/2014	Bozeman, MT	Portland, OR	TBD				\$	\$	\$
11/15/2014③	Sacramento, CA	Portland, OR	TBD				\$	\$	\$

**Alternative Departure/Destination Cities:**

10/10/2014①	Portland, OR	Fargo, ND		2:00pm			\$	\$	\$
10/11/2014②	Fargo, ND	Portland, OR	TBD				\$	\$	\$
11/15/2014③	Oakland, CA	Portland, OR	TBD				\$	\$	\$

- Return inbound Charter Flights to Portland, OR shall be dependent upon football game end time. Additional departure times for return inbound Charter Flights shall be provided once

schedule is finalized. All departure times are subject to change as game times may be adjusted. All times local.

2. "Charter Price" to include taxes for 90 passengers stated above shall be inclusive of all costs, including but not limited to fees, taxes, duties, facilities charges, and facilities changes. "Charter Price to include taxes for 90 passengers" should be quoted as fully inclusive but without any security fees added any time the charter flight can arrange for operation through the airport terminal instead of operating through an FBO. "Charter Price to include taxes for 90 passengers" shall include charges for security only in the event that it is necessary to operate the charter through an FBO due to airport operations restrictions.
3. Carrier should specify if Charter Price includes all potential fuel costs for the trip. If Charter Price is not inclusive of all potential fuel costs then this must be specified in the Carrier's quote. If Charter Price does not include fuel escalation costs or de-escalation credits, then these charges/credits estimates need to be provided in a timely manner as each trip is completed. This practice is required in lieu of waiting until all trips have been taken to inform PSU of their potential fuel charges or rebates.
4. Alternate Departure/Destination Cities (①, ②, and ③) are provided above and should be quoted if the Charter Price of the flight is less from these alternate airport locations. Please also include quotes for any alternate locations not already listed, that are within 60 miles of the primary departure/destination airport location.
5. Friday departure Charter Flights outbound from Portland, OR ( 10/10 and 11/7) shall arrive at the destination city at approximately 3:15 pm local time, except in the case of utilizing alternate destination city of Fargo, ND on 10/10, in which case arrival time should be 2:00pm.
6. Flexibility shall be available in departure times for outbound and inbound flight times.
7. Charter Flight Schedule(s) and Charter Price(s) submitted by Contractor shall be valid for a minimum of twenty-one (21) business days from the date of submittal to PSU, unless indicated otherwise in your submittal.
8. On the one way charters requested on the two Departure Dates of 10/25/2014 and 11/15/2014 SMALLER AIRCRAFT TO ALLOW FOR LOWER PRICING are preferred. As few as 90 seats will be required for those routes (but that limited number of seats will be required for those 2 dates only). Furthermore for those routes we will not need to carry extensive cargo as our equipment will be ground transported on those dates (but ground transportation of cargo will occur on those 2 dates only).

**BASE FUEL PRICE**

Are the Charter Flight(s) subject to fuel surcharges?

YES	NO

If **YES**, enter the Base Fuel Price Per Gallon.

Base Fuel Price Per Gallon	\$
----------------------------	----

In the event that the cumulative average fuel cost per gallon over all trips taken falls below the assumed contracted rate as set forth above, Portland State University requires that a refund be issued in the identical incremental amount that would have been assessed should a surcharge have been warranted due to fuel costs that exceed the assumed contracted rate.

**REQUEST FOR CARRIER'S RECENT FUEL COSTS**

PSU requests that Carrier provide information on the fuel costs that Carrier would have recently paid for a specified period at the departure cities for which they are submitting quotes, and applicable to the aircraft Carrier proposes to provide. The "effective from/to" dates listed by the Carrier should reflect a week-long time period taken from within the previous four weeks prior to the submission of Carrier's quote. PSU understands that these figures in no way represent a prediction of future fuel pricing. Furthermore, PSU understands that the fuel price information provided will have no bearing on the future calculation of fuel escalation charges or de-escalation credits, which

instead will be solely based on the mutually contracted fuel base assumption price.

City	Carrier's fuel cost per gallon if using airport terminal	Carrier's fuel cost per gallon if using FBO	Price effective from: (M/D/Y)	Price effective to: (M/D/Y)
Portland, OR	\$	\$		
Salt Lake City, UT	\$	\$		
Bozeman, MT	\$	\$		
Sacramento, CA	\$	\$		
Fargo, ND②	\$	\$		
Oakland, CA③	\$	\$		
	\$	\$		
	\$	\$		

**SECURITY DEPOSIT**

All security deposit amounts shall be deposited into a valid and legally established and managed escrow account.

Enter the security deposit amount as a percentage of the cost of each Charter Flight that the carrier will require to confirm and book each Charter Flight.

Security Deposit	%
------------------	---

**CARGO**

Not including the personal baggage allowance of 1 carry-on per passenger, PSU will carry approximately 4,800lbs of football equipment for ALL trips EXCEPT on 10/25/2014 one way charter from Salt Lake City, UT to Portland, OR and 11/15/2014 one way charter from Sacramento or Oakland, CA to Portland, OR. See Attachment A: PSU Cargo Manifest for 58 players traveling.

It should be noted that on the two return flights that include our equipment as cargo (10/11 and 11/8) the weight increases are due to perspiration and wet weather conditions.

**SEATING CAPACITY**

Aircraft shall be a commercial carrier with a minimum of 98 seats for ALL trips EXCEPT on 10/25 or 11/15 in which case aircraft can provide as few as 90 seats. If there is a change of plane the aircraft must be the same seating capacity or larger. Contractor shall provide seating layout no later than 48-72 hours before departure.

**ADDITIONAL TRAVEL REQUIREMENTS**

Non-stop travel from departure to destination.

Guarantee that airline carrier will not carry multiple teams on the flights. In the case of round trip charter itineraries (Grand Forks/Fargo on 10/10-10/11 and Bozeman on 11/7-11/8) aircraft shall not leave the destination city prior to PSU's return flight at any time during the 2-day period unless this itinerary stipulation is disclosed as part of Carrier's original bid.

Personal baggage allowance per passenger: 1 carry-on.

### **BEVERAGE SERVICE**

Beverages should include all standard non-alcoholic beverages, including a sports beverage such as Powerade and/or Gatorade, as well as bottled water and juices. If beverage service is not included within the cost of the Charter, then the cost to add Beverage Service should be specified in the appropriate column on the charter flight schedule.

### **SECURITY PLAN**

If aircraft is to operate using an FBO at any terminal due to airport operations restrictions, security services shall be factored into the Charter Price and shall not be charged separately to PSU. In all such instances of utilizing private security, Contractor shall provide a Security Plan in accordance with the Transportation Security Administration (TSA) that ensures the safety, security, and welfare of all crew and passengers as well as equipment and personal belongings. A bid to operate using an FBO including private security should only be utilized in the instance that the charter flight cannot arrange for operations through the airport terminal.

### **CONTINGENCY PLAN**

Contingency Plan including plan of operation for equipment failure or other unforeseen circumstances (with the exception of Force Majeure) including, but not limited to, the following:

1. Written plan that addresses how carrier will fulfill contractual obligations to get PSU to its destination in the event of airline equipment failure.
2. Source of replacement aircraft and ability to obtain replacement aircraft that is the same seating capacity or greater as scheduled aircraft.
3. Normal aircraft availability during proposed times of travel.
4. In the event of aircraft not being available, carrier must outline all contingency plans that are in place to provide transportation and/or housing of the PSU team group.
5. Return flight is particularly critical to return student-athletes in order to obtain normal rest and preparation for classes. Except in cases of Force Majeure, the maximum delay time in the event of equipment failure shall not be greater than two (2) hours.
6. Should substitute aircraft be required to fulfill the contracted flight(s), additional costs for ferrying any necessary substitute aircraft shall be the responsibility of the Carrier.

### **TERMS AND CONDITIONS**

Contractor may submit proposed supplemental agreement terms and conditions of any form (contracts or documents) that the proposer desires to be incorporated as part of the contract. By accepting delivery of these items, PSU is not bound to accept them or incorporate them as part of an ensuing contract. PSU will not consider Contractors' supplemental terms and conditions that materially conflict with Attachment B: PSU Standard Contract Terms & Conditions. However, at PSU's sole discretion, PSU may choose to consider and negotiate the inclusion of terms and conditions contained in such Contractor agreements and contracts as supplemental to the terms and conditions contained in Attachment B: PSU Standard Contract Terms & Conditions. If the parties do not agree on the inclusion of the supplemental terms and conditions, PSU may: 1) enter into a contract with the Contractor without incorporating the terms and conditions submitted by the Contractor; or (2) the quote will be considered non-responsive and PSU may enter into a contract with another Contractor. Any Contractor that desires to have terms and conditions negotiated must submit the terms and conditions that are to be considered for negotiation at the time of submission of the quote. PSU will not consider any terms and conditions that are not submitted with the quote.

### **CHARTER INFORMATION REQUEST**

This section must be completed for each flight for which you submit a quote in order for your quote(s) to be considered. Please submit information on a separate sheet attached to your response if necessary. Note: Major carrier or major airline carrier is a designation given by the United States Department of Transportation to U.S. based airlines that post more than \$1 billion in revenue during a fiscal year.

<b>FOR ALL CARRIERS:</b>	
Plane Operating Company Name	
Plane Ownership Company Name	
Direct Contact Name, Title, Contact Info – Operating Company	
Direct Contact Name, Title, Contact Info – Ownership Company	
Make and Model of Plane Proposed on Quote	
Plane Occupancy Size	
Total Cost of Proposed Charter Flight	
Submittal Requirement: Provide a copy of Insurance Certificate	

If your firm is the carrier, is it defined by DOT as a Major Carrier (greater than \$1B in annual revenue)?

If your firm is not the carrier, is the proposed carrier a Major Carrier?

YES	NO

If you checked “NO” above you must complete the table below in its entirety

<b>FOR NON MAJOR (less than \$1B in annual revenue) SCHEDULED COMMERCIAL AIR CARRIERS:</b>	
Name of Company that Maintains Fleet for Operating Company	
Name of Company that Maintains Fleet for Ownership Company	
Quantity of Jets in Operating Company Fleet	
Quantity of Jets in Ownership Company Fleet	
Location of Operating Company Corporate Offices	
Location of Ownership Company Corporate Offices	
Location(s) of Fleet Storage for Operating Company	
Location(s) of Fleet Storage for Ownership Company	
Tail # (s) of Plane(s) Proposed on Bid	
Age of Planes Proposed from Original Manufacturing Date	
Employer of Pilots for Plane Proposed on Quote	
Minimum Qualifications and Certifications of Pilots	
Minimum Qualifications and Certifications of Crew	
Describe Process for Assigning Pilots	
Submittal Request: Provide a copy of Argus Safety Rating Certificate	

### **SUBMITTAL REQUIREMENTS**

Responses to this Solicitation #28366 may be submitted anytime beginning April 14, 2014 and continuing through May 9, 2014. Quotes received after this response acceptance period may still be considered by PSU if it is deemed in the best interest of PSU to consider those quotes. PSU may begin awarding contracts any time after the response acceptance period commences on April 14, 2014. Each Carrier that has submitted a response to this Solicitation #28366 will receive an update no later than May 15, 2014 regarding the status of their bid in relation to the contracts to be awarded.

In addition to the completed Charter Flight Schedule and other information requested in this Solicitation #28366, Contractor must submit the following in order for Contractor's offer to be considered:

1. F.A.R. Part 121 Air Carrier Certificate.
2. Security Plan.
3. Contingency Plan.
4. Completed Charter Information Request.
5. Airline Representative. PSU requires direct contact with airline representative in charge of flight operations in order to confirm schedule status and provide notification of any schedule changes. Please provide the name, email address, and phone number of representative assigned as contact for the PSU charters.
6. At any time during the evaluation process PSU may request follow up information regarding Contractor's fuel costs. PSU may request Contractor's most recent applicable terminal and/or FBO fuel prices per gallon pertaining to the routes on which quotes have been submitted.
7. A Certificate of Insurance in accordance with the requirements provided in Attachment B: PSU Standard Contract Terms & Conditions, will be required upon contract execution.

### **INVESTIGATION OF REFERENCES**

PSU reserves the right to investigate the references and the past performance of any Contractor with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of suppliers, sub-contractors, and workers. PSU may postpone execution of the contract to complete its investigation. PSU may reject any quote or all quotes at any time prior to PSU's execution of a contract in the event Contractor's reference checks prove unsatisfactory. PSU reserves the right to consider past performance, historical information and fact, whether gained from the Contractor's proposal, question and answer conference, references, or any other source in the evaluation process.

### **CANCELLATION OF SOLICITATION**

PSU may cancel this solicitation, in its discretion and at any time, if it determines it is in the public interest to do so.

#### **Note: This section must be completed and signed for your quote to be considered.**

As required by ORS 305.385(6), I, the undersigned duly authorized representative of the Contractor, hereby certify under penalty of perjury that the Contractor is not, to the best of my knowledge, in violation of any of the tax laws described in ORS 305.380(4).

The undersigned agrees and certifies that he/she:

1. Has read and understands all instructions, specifications, and terms and conditions contained herein (including any attachments listed in this document); and
2. Is an authorized representative of the Contractor, that the information provided in the Contractor's submittal is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of quote or contract termination; and
3. Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein; and
4. Will furnish the designated item(s) and/or service(s) in accordance with the Solicitation; and
5. Contractor will provide/furnish federal tax ID, federal employee identification number with quote submission.

Signature of Contractor's duly authorized Representative:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company (Contractor)

\_\_\_\_\_  
Street Address

Phone: \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip

Email: \_\_\_\_\_



58 players traveling  
on this trip

equip list updated  
Fall 2012



## PORTLAND STATE FOOTBALL EQUIPMENT MANIFEST

### PSU CONTACTS:

Mike Haluska (503) 490-2631 or Jim Fiscella (503) 756-0130

The following item(s) are included among the cargo items listed below, however they are **not being delivered on our EQ truck**:

- > (from p.6) 1 x Radio Equipment Hardshell Briefcase [coming with passenger Tom Hewitt]
- > (from p.6) 1 x Radio Equipment Soft Canvis Bag [coming with passenger Tom Hewitt]

### TOTAL COUNT & WEIGHT OF ALL CARGO:

11	Trunks	total	=	1720 LBS culmulative weight
2	Bins	total	=	130 LBS culmulative weight
81	Bags	total	=	1470 LBS culmulative weight
1	Sign Card Bundles	total	=	1 LBS culmulative weight
11	Boxes	total	=	101 LBS culmulative weight
3	Megaphones	total	=	9 LBS culmulative weight
25	Drink cases	total	=	1000 LBS culmulative weight
4	Food Coolers	total	=	40 LBS culmulative weight
2	Screens	total	=	90 LBS culmulative weight
6	Briefcases/ Luggage	total	=	217 LBS culmulative weight

**146 total items weighing 4,778 LBS for ALL equip.**

**CARGO ITEMS THAT WILL BE OFF-LOADED ONTO EQUIPMENT TRUCK -**

# 1	of 10 total	Cargo Trunks	<a href="#">Wilson Sideline Trunk</a>	<u>100</u> LBS.
		21 IN x 30 IN x 20 IN	<p><i>TOP</i></p> <p>RIDDEL VSR4 CROWN  RIDDEL BLACK FOREHEAD PAD  HELMET NEEDLES  REPLACEMENT CLEATS  BATTERIES  T-NUT HOLDERS  HELMET PUMPS  SCISSORS  LEATHER HOLE PUNCH  HELMET HARDWARE-rev,dna,uni.  TAPE  STOPWATCHES  WHISTLES, AIR GAGE  RIDDELL VSR4 SIDE PADS  SCREW DRIVERS,PLYERS,MISC. TOOLS  LIGHT BLUE HANDLED JAWS OF LIFE</p> <p><i>BOTTOM</i></p> <p>CLEAT CLEANERS-2  SIP PADS- (2) thick,thin  MOUTHPIECES- 50  BACK-UP GAME JERSEYS  FACEMASKS- 5  FRONT SIZERS-air pro, adv.  BACK SIZERS- air pro, adv.  REVOLUTION HELMET- Medium  DNA HELMET- Large  RIDDELL VSR4 HELMET- X-Large  RIDDEL VSR4 CROWN PAD  EAR PADS- 5/each size,dna,rev,uni.  DOUGLAS SHOULDER HOLSTER  COWBOY COLLAR  2 SETS KNEES THIGHS HIPS  EXTRA GAME PANTS  DRY ERASE BOARDS-2</p>	
# 2	of 10 total	Cargo Trunks	<a href="#">Wilson Sideline Trunk</a>	<u>110</u> LBS.
		21 IN x 30 IN x 20 IN	<p><i>TOP</i></p> <p>ROAD LOCKER NAME PLATES  EAR PADS  CHINSTRAPS- low/high, soft/hard  ZIP TIES- Large and Small  DRY-ERASE PENS  TAPE- scotch,athl. Packing tape  KICKING TEES- BLK/ ORANGE  SHOE LACE/ SH. PAD LACE  GLOVES</p>	

Attachment A, Solicitation #28366

QB TOWELS  
*BOTTOM*  
 GLOVES  
 CHINSTRAPS  
 WRISTBANDS  
 NIKE VISORS  
 NIKE CHIN SHIELDS  
 NIKE QB WRISTCOACH  
 MOUTHPIECES  
 GIRDLES  
 QB RIB PROTECTION

# 3	of 10 total	Cargo Trunks 36 IN x 26 IN x 23 IN	<a href="#"><u>Coach Comm Sideline Control Box</u></a>	<u>400</u> LBS.
# 4	of 10 total	Cargo Trunks 29 IN x 20 IN x 23 IN	<a href="#"><u>Coach Comm Press Box Control Box</u></a>	<u>190</u> LBS.
# 5	of 10 total	Cargo Trunks 22 IN x 40 IN x 25 IN	<a href="#"><u>Coach Comm Headsets Field Trunk</u></a>	<u>70</u> LBS.
# 6	of 10 total	Cargo Trunks 30 IN x 26 IN x 22 IN	<a href="#"><u>Sports Medicine Large Trunk</u></a>	<u>150</u> LBS.
# 7	of 10 total	Cargo Trunks 31 IN x 26 IN x 21 IN	<a href="#"><u>Sports Medicine Large Trunk</u></a>	<u>135</u> LBS.
# 8	of 10 total	Cargo Trunks 19 IN x 20 IN x 30 IN	<a href="#"><u>Sports Medicine Field Kit Trunk</u></a>	<u>95</u> LBS.
# 9	of 10 total	Cargo Trunks 47 IN x 25 IN x 30 IN	<a href="#"><u>Coaches Apparel Trunk</u></a>	<u>225</u> LBS.
# 10	of 10 total	Cargo Trunks 21 IN x 30 IN x 20 IN	<a href="#"><u>Audio/Video Trunk</u></a>	<u>150</u> LBS.

## Attachment A, Solicitation #28366

# 1 of 2 total	Cargo Plastic Bins 11 IN x 30 IN x 19 IN	<a href="#">Lockerroom Back-Up EQ Gear Bin</a> BLACK EXTRA GAME PANTS BLACK NIKE GAME SOCKS GREY MCDAVID GIRDLES GREY NIKE T-SHIRTS HATS ARM SLEEVES	<u>100</u> LBS
# 2 of 2 total	Cargo Plastic Bins 12 IN x 14 IN x 34 IN	<a href="#">Pre-Game Balls Bin</a> 15 FOOTBALLS	<u>30</u> LBS

# 1 - 58 of 71 total	Cargo Bags 12 IN x 14 IN x 34 IN	<a href="#">Green Buck's Player's Equip Travel Bags</a> Players Equipment	58 x 19 LBS = <u>1102</u> LBS
# 59 of 71 total	Cargo Bags 12 IN x 14 IN x 34 IN	<a href="#">Green Buck's Equip Travel Bag</a> Socks Bag	<u>50</u> LBS
# 60 of 71 total	Cargo Bags 12 IN x 14 IN x 34 IN	<a href="#">Green Buck's Equip Travel Bag</a> Gameball Bag	<u>15</u> LBS
# 61 of 71 total	Cargo Bags 12 IN x 14 IN x 34 IN	<a href="#">Kicking Balls Bag</a> 15 FOOTBALLS FOR KICKING	<u>30</u> LBS
# 62 - 63 of 71 total	Cargo Bags 12 IN x 14 IN x 34 IN	<a href="#">Green Buck's Equip Travel Bags</a> Rain Jacket Bags	<u>50</u> LBS
# 64 of 71 total	Cargo Bags dimensions needed	<a href="#">Green Buck's Sports Medicine Travel Bag</a> Green Bag w/ Field Bags, Water Bottle Bag & Duane's Bag	<u>50</u> LBS
# 65 of 71 total	Cargo Bags dimensions needed	<a href="#">Sports Medicine Bag</a> Sports Medicine Soft Kit Bag	<u>50</u> LBS
# 66 of 71 total	Cargo Bags dimensions needed	<a href="#">Sports Medicine Bag</a> Red Splint Bag	<u>20</u> LBS
# 67 - 71 of 71 total	Cargo Bags (empty outbound empty <i>on outbound</i> 12" x 14" x 34" <i>on return</i> )	<a href="#">empty Cargo Bags x 5 (filled with laundry on return)</a>	<u>3</u> LBS

Attachment A, Solicitation #28366

# 1 of 1 total Cargo Sign Card bundle Sign Cards protected by cardboard 3 FT tall 1 LB

# 1 of 1 total Box Sign Board (boxed) 8" x 8" x 4' 1 LB

# 1 - 3 of 3 total Megaphones Cheer Megaphones 3 FT tall 3 x 3 LBS = 9 LBS

TOTAL COUNT & WEIGHT OF "CARGO OFF-LOADED TO EQUIPMENT TRUCK":

10	Trunks	total	=	1625	LBS
2	Bins	total	=	130	LBS
71	Bags	total	=	1370	LBS
1	Sign Card Bundles	total	=	1	LBS
1	Boxes	total	=	1	LBS
3	Megaphones	total	=	9	LBS
0	<del>Drink cases</del>				
0	<del>Food Coolers</del>				
0	<del>Screens</del>				
0	<del>Briefcases/Luggage</del>				

**88 total items weighing 3,136 LBS**

**THE FOLLOWING ITEMS, WHEN UNLOADED UPON ARRIVAL ON OUTBOUND LEG, MUST BE PLACED UNDER THE TEAM BUSES, DO NOT UNLOAD THESE ITEMS ONTO EQUIPMENT TRUCK**

all of the items to be unloaded to under the team buses **will be marked with a BLUE sign** (if team is using terminal to board, some items may be checked at counter)

**UPON RETURN TO PORTLAND ALL CARGO, INCLUDING THOSE LISTED BELOW, CAN BE LOADED ONTO EQUIPMENT TRUCK** (other than those items loaded as cargo out of necessity due to space in the overhead compartments being full)

#	1 - 17	of 17 total	Sport Drink Cases	<a href="#">Powerade/Dasani cs of 24 bottles</a>	17 x 40 LBS =	<u>680</u> LBS
---	--------	-------------	-------------------	--	---------------	----------------

#	1 - 4	of 4 total	Coolers	<a href="#">Snack Food Coolers</a>	4 x 10 LBS =	<u>40</u> LBS
			R = 7.5 IN, H=22 IN			
			vol = 2.23 cubic feet			

#	1 - 1	of 1 total	Boxes	<a href="#">Snack Food (boxed)</a>	1 x 10 LBS =	<u>10</u> LBS
---	-------	------------	-------	------------------------------------	--------------	---------------

#	1 - 2	of 2 total	Screens	<a href="#">Portable Screens</a>	2 x 45 LBS =	<u>90</u> LBS
			6' x 8" x 8"	6 FT Projection Screen		
			8' x 8" x 8"	8 FT Projection Screen		

#	1 - 6	of 6 total	Passenger Luggage	<a href="#">Briefcases/ Luggage (items with asterisk not coming on Equipment Truck)</a>		
			dimensions needed	Radio Equipment Hardshell Briefcase*	1 x 17 LBS =	<u>17</u> LBS
			dimensions needed	Radio Equipment Soft Canvis Bag*	5 x 40 LBS =	<u>200</u> LBS

#	1	of 1 total	Cargo Trunk	<a href="#">Audio/Video Checked Trunk</a>		<u>95</u> LBS
			21 IN x 28 IN x 23 IN			

#	1 - 10	of 10 total	Cargo Bags	<a href="#">Green Buck's Equip Helmet Bags</a>	10 x 10 LBS =	<u>100</u> LBS
			12 IN x 14 IN x 34 IN			

TOTAL COUNT & WEIGHT OF "CARGO OFF-LOADED AFTER OUTBOUND FLIGHT TO TEAM BUSES":

1	Trunks	total	=	95 LBS
<del>0</del>	<del>Bins</del>			
10	Bags	total	=	100 LBS
<del>0</del>	<del>Sign-Card Bundles</del>			
1	Boxes	total	=	10 LBS
<del>0</del>	<del>Megaphones</del>			
17	Drink cases	total	=	680 LBS
4	Food Coolers	total	=	40 LBS
2	Screens	total	=	90 LBS
6	Briefcases/ Luggage	total	=	217 LBS

**41 total items      weighing      1,232 LBS**

**THE FOLLOWING ITEMS WILL BE LOADED INTO CARGO BAY ON OUTBOUND FLIGHT AND, UPON ARRIVAL, WILL NOT BE UNLOADED FROM THE CARGO BAY INSTEAD THEY WILL REMAIN IN CARGO BAY UNTIL THE RETURN FLIGHT WHEN THEY WILL BE PLACED INTO THE AIRCRAFT CABIN**  
 items loaded into cargo bay on outbound flight, then placed in cabin on return flight will be marked with a YELLOW sign

#	1 - 4 of 4 total	Sport Drink Cases	<a href="#">Powerade/Dasani cs of 24 bottles 4</a>	4 x 40 LBS =	<u>160</u> LBS
---	------------------	-------------------	--	--------------	----------------

#	1 - 3 of 3 total	Boxes	<a href="#">Snack Food (boxed)</a>	3 x 10 LBS =	<u>30</u> LBS
---	------------------	-------	------------------------------------	--------------	---------------

TOTAL COUNT & WEIGHT OF "CARGO ON OUTBOUND FLIGHT & IN CABIN ON RETURN ":

<del>0</del>	<del>Trunks</del>			
<del>0</del>	<del>Bins</del>			
<del>0</del>	<del>Bags</del>			
<del>0</del>	<del>Sign-Card Bundles</del>			
3	Boxes	total	=	30 LBS
<del>0</del>	<del>Megaphones</del>			
4	Drink cases	total	=	160 LBS
<del>0</del>	<del>Food Coolers</del>			
<del>0</del>	<del>Screens</del>			
<del>0</del>	<del>Briefcases/ Luggage</del>			

**7 total items      weighing      190 LBS**





## Attachment B, Solicitation #28366, Terms and Conditions

### PSU STANDARD CONTRACT TERMS & CONDITIONS

1. **DEFINITIONS:**

"Agreement" or "Contract" means the entire written agreement between the parties, including but not limited to any Work Order and any subsequent change notices. "Contractor" means a person or organization with whom PSU has contracted for the purchase of goods or services. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS Chapter 72) are synonymous. "ORS" means Oregon Revised Statutes. "PSU" means the State Board of Higher Education acting by and through Portland State University and is synonymous with "Buyer".
2. **ACCESS TO RECORDS:**

Contractor shall maintain all records pertinent to this agreement in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that PSU, the Oregon Secretary of State's Office, federal government, and their duly authorized representatives shall have access to such fiscal records and other books, documents, paper, plans and writings of Contractor that are pertinent to this Agreement to perform examination and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or relating to this agreement, whichever date is later.
3. **AMENDMENTS:**

The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without the prior written approval of PSU.
4. **APPROVALS:**

No work shall commence under this agreement until the agreement has been approved and signed by all parties.
5. **ASSIGNMENT/SUBCONTRACT:**

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of PSU. No such written approval shall relieve Contractor of any obligations of this agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to the agreement as if no such assignment had occurred.
6. **BREACH OF AGREEMENT:**

If Contractor breaches any of the provisions of this agreement, PSU reserves the right to cancel this agreement effective immediately upon written notice to Contractor. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Contractor's breach of agreement. PSU shall also have any and all remedies provided under the Uniform Commercial Code (ORS chapter 72) in the event of breach of agreement by Contractor.
7. **CAPTIONS:**

The captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this agreement.
8. **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.
9. **COMPLIANCE WITH APPLICABLE LAW:**

Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the goods to be purchased and the work to be done under this Agreement. Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659.425, and all regulations and administrative rules established pursuant to the laws. Failure to comply with such requirements shall constitute a breach of Agreement and shall be grounds for agreement cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.
10. **CONFIDENTIAL INFORMATION:**

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this contract, be exposed to or acquire information that is confidential to PSU or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this contract shall be deemed confidential information of PSU and of State ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than in the performance of the contract, and to advise each of its

## Attachment B, Solicitation #28366, Terms and Conditions

employees and agents of their obligations to keep Confidential Information confidential. Contractor agrees that Contractor will not at any time during or after the term of this contract disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this contract, or at PSU's request, Contractor will turn over to PSU all documents, papers and other material in Contractor's possession which contain Confidential Information.

11. CONFLICT OF INTEREST:

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed by Contractor.

12. CONSIDERATION:

The consideration paid in this agreement represents the total amount of remuneration for goods and services.

13. DEFAULT:

PSU by written notice of default (including breach of agreement) to Contractor may terminate the whole or any part of this Agreement: (a) If Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or (b) If Contractor no longer holds a license or certificate that is required for Contractor to perform services under the contract, and Contractor has not obtained such license or certificate within ten (10) business days after delivery of PSU's notice; or (c) If Contractor fails to provide services or materials called for by this agreement within the time specified herein or any extension thereof; or (d) If Contractor fails to perform any of the other provisions of this Agreement or fails to pursue the work so as to endanger performance of this Agreement in accordance with its term and, after receipt of written notice from PSU, fails to correct such failures within 10 days or such longer period as PSU may authorize. The rights and remedies of PSU provided in the above clause related to defaults (including breach of agreement) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Contractor's breach of agreement. In the event of repeated breach of public and/or private contracts, Contractor shall be subject to possible disqualification as a bidder on future PSU contracts.

14. DELIVERY:

All deliveries shall be F.O.B. destinations with all transportation and handling charges being paid by Contractor. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance, when responsibility shall pass to PSU except as to latent defects, fraud and Contractor's warranty obligations.

15. ECONOMIC OPPORTUNITIES:

Contractor shall, when applicable, have made good faith efforts to subcontract or establish joint ventures with or obtain materials to be used in performing the agreement from minority, women, or emerging small business enterprises.

16. FORCE MAJEURE:

Neither party to this agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. PSU may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the agreement. 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 obligation under this agreement.

17. FOREIGN CONTRACTOR:

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 the Oregon Secretary of State Corporation Division all information required relative to this agreement. Contractor shall demonstrate its legal capacity to perform under this agreement in the State of Oregon prior to entering into this agreement.

18. GOVERNING LAW:

This agreement shall 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, suit or proceeding (collectively "claim") between PSU and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

19. INDEMNIFICATION:

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 Agreement, 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,

## Attachment B, Solicitation #28366, Terms and Conditions

and hold harmless the Oregon University System, the State Board of Higher Education, PSU, and their departments, subdivisions, officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities or omissions of Contractor or its officers, employees, subcontractors, or agents acting under this agreement.

20. HOURS OF WORK:

The Contractor shall comply with the Oregon Bureau of Labor and Industries rules pertaining to hours of work.

21. INDEPENDENT CONTRACTOR:

The services to be rendered under this agreement are those of an independent Contractor. Contractor is not to be considered an agent or employee of PSU for any purpose and neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits that PSU provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this agreement. This agreement is not intended and nothing contained herein shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between PSU and Contractor, but is rather an agreement between independent parties, these being PSU and the Contractor.

22. INSURANCE:

Contractor shall secure at its own expense and keep in effect during the term of this agreement:

COMPREHENSIVE AIRLINE LIABILITY INSURANCE, Combined Single Limit of USD \$750,000,000, Each Occurrence, including, but not limited to: Comprehensive General Liability, Bodily Injury and Property Damage to Third Parties, Passenger Liability, Personal Injury Liability, Contractual Liability, Passengers' Checked and Unchecked Baggage Liability, Cargo and/or Mail Legal Liability, Premises, Products, Ground Hangarkeepers and Completed Operation Liabilities, On Airport Automobile, Off Airport Excess Automobile, Employers' and Cargo Legal Liabilities.

Personal Injury & Advertisers Liability (except passengers): Limited to \$25,000,000 any one offense, in the aggregate annually.

Excess Automobile and Employers' Legal Liabilities: This insurance shall act as excess of underlying policy limits up to a Maximum Limit of Liability of \$25,000,000 any once occurrence. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The Oregon State Board of Higher Education, the Oregon University System, Portland State University, and their officers and employees, shall be included as additional insured's in said insurance policy(ies). If any of the liability insurance is arranged on a "claims made" basis, tail coverage will be required at the completion of this agreement for duration of twenty-four (24) months.

23. INSURANCE CERTIFICATION:

Before Contractor commences work under this agreement, Contractor must furnish to the designated PSU Contracts Officer certificate(s) of insurance as evidence of the insurance coverage required by this Agreement, including workers' compensation. The certificate(s) shall provide that the insurance company will give a 30-day written notice to PSU's Contracts Officer before the insurance is canceled or materially changed.

24. OWNERSHIP OF WORK PRODUCT:

All work product of Contractor that results from this Contract ("Work Product") is the exclusive property of PSU. PSU and Contractor intend that such Work Product be deemed "work made for hire" of which institution shall be deemed the author. If for any reason the work product is not deemed "work made for hire", Contractor hereby 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 shall execute such further documents and instruments as PSU may reasonably request in order to fully vest such rights in PSU. 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.

25. NO THIRD PARTY BENEFICIARIES:

PSU and Contractor are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the agreement.

26. NONDISCRIMINATION:

Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

27. NOTICES AND REPRESENTATIVES:

All notices, certificates, or other communications rendered shall be sufficiently given when delivered or mailed postage prepaid to the

## Attachment B, Solicitation #28366, Terms and Conditions

representatives of the parties at their designated places of business as follows: a) to PSU at its Purchasing and Contracting Office, as set forth on Page 2 of the solicitation document, and b) to Contractor as set forth on the Bid or Proposal Statement. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when satisfactory receipt of the transmission is generated by the transmitting machine. To be effective against PSU, such facsimile transmission must be confirmed by telephone notice to PSU's contracting representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**28. PAYMENT:**

Payment for completion of PSU contracts are normally made within 30 days following the date the entire order is delivered or the date the accurate and complete invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to two-thirds of one percent per month (8% per annum) on the outstanding balance per (ORS 293.462).

**29. PAYMENTS REQUIRED:**

For all goods and services provided under this agreement, Contractor shall: (a) pay promptly, as due, all persons supplying labor or material; (b) pay all contributions or amounts due the industrial accident insurance provider from the Contractor or any sub-contracted Contractor; (c) not permit any lien or claim to be filed or prosecuted against PSU therefore; and (d) pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

**30. PSU PAYMENT OF CONTRACTOR CLAIMS:**

If Contractor fails, neglects, or refuses to pay promptly, as due, any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with the goods, or services if applicable, provided under this agreement, PSU may pay such claim and charge the amount of the payment against funds due or to become due the Contractor under this agreement. The payment of a claim by PSU pursuant to this paragraph shall not relieve the Contractor or its surety, if any, from obligation with respect to any unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

**31. RECYCLED PRODUCTS:**

Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this agreement work set forth in this document.

**32. RETIREMENT SYSTEM STATUS:**

Contractor is not a contributing member of the Oregon Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this contract. Contractor will not be eligible for any benefits from these contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

**33. SAFETY AND HEALTH REQUIREMENTS:**

Equipment and services supplied shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Department.

**34. SEVERABILITY:**

If any provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

**35. SUCCESSORS IN INTEREST:**

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**36. TAX COMPLIANCE CERTIFICATION:**

Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of the Contractor's knowledge the Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

**37. TAXES – FEDERAL, STATE & LOCAL:**

PSU will not be responsible for any taxes coming due as a result of this contract, whether federal, state, or local. It is agreed that the Contractor has anticipated these taxes and included them in the proposal.

**38. TERMINATION:**

a. This agreement may be terminated for convenience at any time by mutual consent of both parties, or by PSU upon thirty (30) days notice in writing and delivered by certified mail or in person to the other party.

## Attachment B, Solicitation #28366, Terms and Conditions

b. PSU may also terminate this agreement effective upon delivery of written notice to Contractor or at such later date as may be established by PSU under any of the following conditions:

- i) if federal or state regulations or guidelines are modified or changed in such a way that the materials or services are no longer allowable or appropriate for purchase under this agreement; or,
- ii) if PSU fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by the PSU budget or spending plan and PSU determines, in its assessment and ranking of the policy objectives explicit or implicit in the PSU budget or spending plan, that it is necessary to terminate this Agreement.

c. The rights and remedies of PSU provided in the above clause are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**39. TIME IS OF THE ESSENCE:**

Contractor agrees that time is of the essence under this agreement.

**40. WORKERS' COMPENSATION:**

Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this agreement are subject employers under the Oregon Workers' Compensation Law, and shall comply with ORS 656.017 which requires Contractor to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

**41. MERGER:**

This agreement and attached exhibits and appendices, the RFP, any RFP amendments and Contractor's proposal constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

**42. WAIVER:**

No waiver, consent, modification or change or terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary PSU approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of PSU to enforce any provision of this agreement shall not constitute a waiver by PSU of that or any other provision.

**43. 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.