

REQUEST FOR QUOTES (RFQ) #2025-01

Issue Date: January 9, 2025

Project Name:	Medical Imaging Technology (MIT) – 3D Mammography Unit		
Quote Due Date/Time:	Friday, January 17, 2025, 1:00 PM Pacific Time		
Project Coordinator:	Debbie McCollam	Phone:	541-885-1992
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Contract Coordinator:	Leticia Hill	Phone:	541-885-1133
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SUBMIT QUOTES VIA EMAIL TO PURCHASING@OIT.EDU

**PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE
“RFQ #2025-01” IN THE SUBJECT LINE**

1. ANNOUNCEMENT AND SPECIAL INFORMATION

Quoters are required to read and understand and comply with all information contained within this Request for Quotes (“RFQ”). All quotes, including any price quotations, are binding upon quoter for sixty (60) calendar days from the Quote Due Date. All payments for services will be paid in accordance with Oregon Revised Statutes (ORS) 293.462. Quotes received after the Quote Due Date/Time indicated above will not be considered, unless it is in the best interest of the university to do so. If authorized in this RFQ, resulting contract, travel, and other expenses will only be reimbursed in accordance with the Oregon Institute of Technology (“Oregon Tech”) Contractor’s Travel Reimbursement Policy in effect at the time the expense is incurred.

It will be the responsibility of the quoter to refer daily to the Oregon Public Universities Business and Bid Opportunities website (<https://www2.wou.edu/nora/orpu.bid.home>) to check for any available addenda, response(s) to clarifying questions, cancellations, or other information pertaining to this RFQ.

2. SCOPE

The purpose of this RFQ is to procure one (1) new 3D Mammography Unit for the Oregon Institute of Technology (Oregon Tech) – Medical Imaging Technology Department at the Klamath Falls, OR Campus. The selected vendor will be responsible for de-installing and removing the current unit that is in place.

3D Mammography Unit Specifications:

- Must be new and not used on patients
- If a demo unit, company must provide:
 - Full description of the unit and its capabilities.
 - Professional inspection with information on previous use.
 - Expected lifetime based on current condition.
 - Any known issues with the unit
- May or may not produce radiation as long as it can perform the following:
 - Perform Tomo Sweep and allow for compression and release
 - Provide sample images/cases to view

- Allow for simulated Quality Control procedures
- Deinstallation and removal of old unit will be required
- Company will provide training to both faculty and our Biomed specialist upon full installation
- Extended warranty option.

Delivery required on or before March 31, 2025. Delivery time is of the essence and may be a factor in making an award.

3. QUOTE

Quotes should be short and concise with the following information:

- A. Detailed description of items to be provided;
- B. Price for items, including shipping F.O.B. Destination;
- C. Warranty information; and
- D. Estimated delivery time upon order submission.

4. EVALUATION

Quotes will be evaluated based on subjective factors, including but not limited to the following: company experience, staff experience, not-to-exceed price for the inventory, references, and proposal to complete the inventory (including timeline).

**OREGON INSTITUTE OF TECHNOLOGY
CERTIFICATION
RFQ #2025-01**

Each quoter responding to this Request for Quotes (“RFQ”) must read, complete, and submit a copy of this Oregon Institute of Technology Certification (“Certification”) with their quote. Failure to do so may result in rejection of quote. By signature on this Certification, the undersigned certifies that they are authorized to act on behalf of the quoter and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

As required in ORS 305.385(6) the undersigned hereby certifies that to the best of the undersigned’s knowledge, the entity is not in violation of any Oregon Tax Laws. For purposes of this Certification, “Oregon Tax Laws” means a state tax imposed by the Oregon Revised Statutes (ORS) 401.792 to 401.816 and ORS Chapters 118, 314, 316, 317, 318, 320, 321, and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620. If a contract is executed, this information will be reported to the Internal Revenue Service (IRS). Information not matching IRS records could subject entity to backup withholding.

SECTION II. AFFIRMATIVE ACTION

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

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned further agrees and certifies that they:

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

Company Name: _____ Date: _____

Signature: _____ Title: _____

Name: _____ Telephone: _____

Email: _____ OR CCB #(if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Oregon Certified Minority, Women, or Emerging Small Business: (Mark if applicable and provide certification #)

Minority: _____ Women: _____ ESB: _____

Self-Reported Minority, Women, or Emerging Small Business: (Mark if applicable)

Minority: _____ Women: _____ ESB: _____

**OREGON INSTITUTE OF TECHNOLOGY
INSTRUCTIONS TO QUOTERS**

Quotes are subject to the applicable provisions and requirements of the Oregon Tech Policy and Oregon Revised Statutes.

QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused, and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Oregon Tech serve to change the RFQ in any way. No other directions received by the quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT THE OREGON PUBLIC UNIVERSITIES BUSINESS AND BID OPPORTUNITIES WEBSITE (<https://www2.wou.edu/nora/orpu.bid.home>) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN, AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDUMS ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Oregon Tech in the specifications are for the purpose of describing and establishing the standard of quality, performance, and characteristics desired, and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility or other requirements. All such brand substitutions shall be subject to approval by Oregon Tech.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Oregon Tech reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **F.O.B. DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the Oregon Institute of Technology Purchase Order Terms and Conditions, attached and incorporated herein as **Exhibit A**, may result in quote rejection.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the quoter has read, fully understands, and agrees to be fully bound by and comply with all quote specifications, and the Oregon Institute of Technology Purchase Order Terms and Conditions, attached as **Exhibit A**,

(including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.

10. **QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
11. **QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Oregon Tech prior to quote closing time. Quotes may also be withdrawn in person before quote closing time upon presentation of appropriate identification.
12. **QUOTE SUBMISSION:** Quotes must be submitted to Oregon Tech Purchasing and Contract Services Office in the location designated in the introduction of the RFQ via the method indicated. No oral, fax, or telephone quotes will be accepted. Submissions or emails containing Quotes should contain the RFQ number and RFQ title. Electronic quotes may not exceed **25 MB** in file size. This limit cannot be increased, and files of larger size will not be accepted.

QUOTE EVALUATION AND AWARD

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

EXHIBIT A

OREGON INSTITUTE OF TECHNOLOGY PURCHASE ORDER TERMS AND CONDITIONS

[Please see attached.]

Court of Marion County for the State of Oregon. If the Claim must be brought in a federal forum, then it must be heard exclusively in the US District Court for the District of Oregon. Contractor consents to the in personam jurisdiction of these courts. Neither this Section nor any other provision of this PO is a waiver by the State of Oregon of any form of defense, sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the US Constitution, or other immunity, from any Claim or from the jurisdiction of any court.

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

11. **ASSIGNMENT/SUBCONTRACT/SUCCESSORS:** Contractor shall not assi

23. **EXPORT CONTROL:** Contractor acknowledges that Oregon Tech has students and faculty who are foreign nationals who may work with services, product or technology received from Contractor pursuant to this PO. Contractor represents that it has informed Oregon Tech in writing, prior to acceptance of this PO if it is providing Oregon Tech any product or technology subject to the U.S. Export Administration Act of 1979, the Export Administration Regulations and the International Traffic in Arms Regulations, and if so, under what Commerce Control List number(s) or U.S. Munitions List Number(s) it is controlled.
24. **OREGON TECH NAME AND TRADEMARK:** Contractor shall not use names, marks or trademarks identifying Oregon Tech, or any department or office of Oregon Tech, or in any other way identify Oregon Tech without prior written approval from Oregon Tech's Office of Marketing and Communication.
25. **INSURANCE:** Contractor shall secure at its own expense and keep in effect during the term of the performance under this PO, general liability or professional liability insurance as deemed applicable by Oregon Tech with limits not less than one million dollars (\$1,000,000) per occurrence with an aggregate amount of \$2,000,000, unless otherwise specified in writing by Oregon Tech. If requested, Contractor shall provide proof of insurance of said insurance policy.
26. **ORDER OF PRECEDENCE:** This PO includes the documents listed below, which, in the event of any conflicts among them, must be interpreted in the following order of precedence: i) The solicitation document issued by Oregon Tech and its attachments and addenda, if any; and ii) this Purchase Order including its Terms and Conditions, Contractor's bid, proposal or quote. In the event Contractor's bid, proposal or quote contains a requirement that its terms and conditions are superior to the above order of precedence, then Contractor acceptance of this PO constitutes a complete and absolute waiver of such requirement.
27. **EMPLOYMENT STATUS AND CONFLICTS:** Contractor certifies that it is not currently employed by the federal government and is not an employee of the Oregon Institute of Technology. Contractor further certifies that it has not offered any gifts, financial incentive or other enticements to an Oregon Tech employee, an Oregon Tech employee relative as defined in ORS 244.020(15), or an employee's or relative's business in exchange for a contract.
28. **INDEPENDENT CONTRACTOR STATUS:** The services to be rendered under this PO are those of an independent contractor. Contractor is solely and entirely responsible for any applicable state and federal taxes applicable to this PO. Contractor's employees are not entitled to any of the benefits that Oregon Tech provides its employees.
29. **TRAVEL AND EXPENSE REIMBURSEMENT:** If any travel or expense reimbursement is authorized in this PO, Oregon Tech will only reimburse Contractor in accordance with the Oregon Tech Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time the expense was incurred.
30. **INTELLECTUAL PROPERTY:** All inventions, discoveries, work of authorship, trade secrets or other tangible or intangible items and intellectual property rights created by Contractor pursuant to this PO, including derivative works and compilations, together the "Work Product", and whether such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of OREGON TECH.
31. **TIME IS OF THE ESSENCE:** Contractor agrees that time is of the essence under this PO.
32. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:** Contractor hereby affirms that to the best of Contractor's knowledge, Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the transaction contemplated by this PO by any federal department or agency, in accordance with 2 CFR 200.213, 2 CFR 200.214, and 2 CFR 180.
33. **EQUAL EMPLOYMENT OPPORTUNITY NOTICES:** Contractor and any subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
34. **MERGER:** THIS PURCHASE ORDER CONSITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS PO. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS PO SHALL BIND EITHER PARTY

UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER IS EFFECTIVE ONLY IN THE INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.