IOWA STATE UNIVERSITY
REQUEST FOR PROPOSAL NO. 63305

SECTION I
PROPOSAL INSTRUCTION & CONDITIONS

1.1 Introduction

1.1.1 Iowa State University, also referred to as Owner, is seeking proposals from qualified companies for a multi-year contract to provide complete sets of body armor for the ISU Public Safety Department, Ames, IA.

1.1.2 Questions and comments with reference to this proposal may be directed to:

Wendy Foster
Purchasing Agent
3616 Administrative Services Building
Iowa State University
Ames, Iowa 50011-3616
(515) 294-8806
wkfoster@iastate.edu

1.2 Company's Responsibility

Each Company by submitting a proposal, acknowledges its representative has:

1.2.1 Read and completely understands the proposal documents, including the Instructions to Bidders, Specifications, and the Form of Proposal. Promptly notified ISU of any ambiguity, inconsistency or error that Company discovered upon examination of the proposal document.

1.2.2 Base the proposal upon the services/materials described (where provided in the proposal documents).

1.3 Receipt and Opening of Proposals

1.3.1 Proposals and their copies (see section 1.5) are to be submitted to the Iowa State University Purchasing Department, 1340 Administrative Services Building, Ames, IA 50011-3616, by 4:00 p.m. Central Time, on March 1, 2016. Proposals may be also be faxed (515)-294-9606 or emailed to quotedsk@iastate.edu. Proposals received after the time for closing may be returned to the bidder unopened. Returned proposal offers should include the, Specifications (Section II), Form of Proposal (Section IV), Exceptions (Attachment A) & Product Information.

1.3.2 Iowa State University reserves the right to reject any or all proposals received, waive irregularities or technicalities in any proposal, and accept any proposal in whole or in part, which it deems to be in its best interest.

1.3.3 A legally authorized representative of the Company shall sign the proposal. Any unsigned proposal may be determined to be non-compliant. Proposals not submitted on ISU Proposal form(s) may not be considered.
1.3.4 This Request for Proposal does not commit ISU to make an award, nor will ISU pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.

1.3.5 No proposal may be modified or withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receipt to proposals.

1.4. **Payment Terms**

Be certain to state your terms of payment. Failure to indicate your terms will mean that if your proposal is accepted, Iowa State University will apply a 5 percent cash discount for payments made within 15 days of receipt of your invoice in the Purchasing Department.

1.5 **Number of proposals**

Send one (1) original signed proposal.

1.6 **Award**

ISU may choose not to award, award to one vendor or split the award among several vendors depending on what is in the best interest of the University.

1.7 **Invoices**

Invoices will be sent to: Iowa State Purchasing Payables, 1560 Administrative Services Bldg, Ames, IA 50010. Invoices may also be emailed to invoices@iastate.edu. All invoices should be clearly marked with ISU Purchaser Order/Contractor order number.

1.8 **Vendor Database**

Bidders must have a current vendor application on file in order to receive an award resulting from this RFP. Please visit the vendor application website (shown below) for instructions on the vendor application process.

http://www.purchasing.iastate.edu/vendors/process.html

1.9 **Qualification of Company**

ISU shall make such investigation as deemed necessary to determine the ability of Company to provide the expected products/services. ISU reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy ISU in its sole opinion that said Company is properly qualified to carry out the obligations specified herein.

1.10 **Errors in Proposals**

In the event of a discrepancy between a unit price and its extension, the unit price will govern.

1.11 **Formation of Agreement**

At its option, ISU may take either of the following actions in order to form an Agreement between ISU and selected bidder.

1.11.1 Accept a bid, as written, by issuing a written "Notice of Award" to selected bidder that incorporates the Proposal Documents by reference and accepts all or selected portions of bidders’ proposal. The "Notice of Award" will be in the form of an ISU contract.

1.11.2 Enter into negotiations with one or more of the bidders in an effort to reach a mutually satisfactory agreement, which will be executed by both parties and will be based on the Contract Documents, the proposal submitted by the selected bidder and associated negotiations. These negotiations will not include any changes to the costs submitted on the "Form of Proposal", unless the negotiations change the requirements.

1.11.3 Because ISU may use the option explained in 1.11.1 to award this contract, each bidder shall include within its written proposal all requirements terms or conditions it may have, and shall not assume that an opportunity will exist to add such matters after the proposal has been submitted.

1.12 **Addenda**

Any and all interpretations, corrections, revisions, and amendments shall be issued by the ISU Purchasing Department to all known holders of Quote Documents in the form of
written addenda. Except for addenda modifying the proposal due date or canceling the Request for Quote, such addenda shall be issued so as to be received prior to the time set for receipt of proposals. All addenda so issued shall become part of the quote documents and shall be acknowledged in the Form of Proposal.

1.13 **Contract Provisions by Reference** It is mutually agreed by and between Owner and Company that acceptance of Company’s offer by the issuance of written notification shall create a contractual agreement between the parties thereto containing all terms and conditions of this Request for Proposal and Company’s proposal, except as amended by mutual agreement. Company shall clearly state in the submitted proposal any exceptions to or deviations from these specifications or terms and conditions. Such exceptions or deviations will be considered in evaluating the proposals. (See Attachment A.)

1.14 **Tie Proposals** The Purchasing Department will resolve tie proposals that are equal in all respects and tied in price by drawing lots. Whenever practical, the drawing will be held in the presence of the Companies who are tied in price. However, if this is not possible, the drawing will be made in front of at least three (3) persons and said drawing documented.

1.15 **Iowa Preference** Preference shall be given to purchasing from Iowa based businesses if the offers submitted are comparable in price to those submitted by other suppliers and meet the required specifications/scope of work, code of Iowa §§73.1.

1.16 **Gratuities** The laws of the State of Iowa provide that it is a criminal offence to offer, promise or give anything of value or benefit to a state employee with the intent to influence that employee’s acts, opinion, judgement or exercise of discretion with respect to that employees duties.

1.17 **F.O.B** All proposals shall be FOB Destination, Freight allowed.

1.18 **Taxes**—Federal, State, & Local ISU is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on the Company’s employee’s wages. ISU is exempt from State & Local taxes and use taxes on the services & materials when purchased separately.

1.19 **Brand Name or Equal:** The use of brand name or acceptable alternate specifications is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

1.20 **Acceptable alternate** Whenever the works “acceptable alternate” appear in any description set forth herein (or in appended purchase specifications/drawings), it shall mean “acceptable alternates” in the opinion of ISU.

1.21 **Contract Term/Pricing** The initial contract shall begin on March 1, 2016 or upon award and extend through December 31, 2018 with 2-1 year extensions possible. See contract terms below.

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<tr>
<th>Term</th>
<th>Beginning Date</th>
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<th>Ending Date</th>
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<tr>
<td>1</td>
<td>March 1, 2016</td>
<td>through</td>
<td>December 31, 2018</td>
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<tr>
<td>2</td>
<td>Possible 1 year extension January 1, 2019 through December 31, 2019.</td>
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<tr>
<td>3</td>
<td>Possible 1 year extension January 1, 2020 through December 31, 2020.</td>
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The original contract(s) based on this proposal will be for 34 months, ending on December 31, 2018. Pricing will be held firm for the first 34 months of the contract. Changes in pricing may be requested by company during either of the 1 year extension renewal periods. Proposed pricing increase during the 2-1 year extensions cannot exceed the escalation provide on the Form of Proposal.
1.22 **Evaluation**  
Request for Quote 63305 shall be evaluated on (but not limited to) the following criteria which are in no particular order:

- Ability of the proposed product to meet the specifications listed in the Section II.
- Overall cost.
- Proposed delivery schedule.
- Warranty of panels and carriers.
- References provided.
- Exceptions taken.
- Evaluation of samples- Should Company decline to provide samples (upon request) or if equipment fails to perform/meet specifications, this may be considered a point of noncompliance. Comfort of the body armor will be considered.
- Willing to provide a minimum of 2-4 hour sizing/training sessions.
SECTION II
SPECIFICATIONS

Iowa State University is seeking proposals from qualified companies for a multi-year contract to provide complete sets body armor for the ISU Public Safety Department, Ames, IA.

2.1 All deliveries will be made to:
Iowa State University
55 Armory Building
Ames, IA 50011

2.2 Companies may be requested to provide various sized samples (no cost to ISU) prior to award being made. If requested, samples should arrive within 3 – 5 days for evaluation. If vendor wants the samples returned after evaluation/award, vendor may do so at its own cost. Quantity and size of samples to be determined by ISU during evaluation process.

2.3 As a part of this bid, vendor will provide minimum of two (2) – 4 hour sizing sessions within 14 days after receipt of contract order at no additional cost to ISU. During the sizing sessions, vendor will train ISU personnel on proper way to size female/male officers for any additional orders needed.

2.4 Officers (female and male) will be wearing body armor as a part of their normal, 10 hour (daily) shifts so in addition to safety, comfort will be an issue. ISU prefers a tailored fit to generic sizing to help with comfort for the officers. The carriers will be machine washable.

2.5 ISU intends to purchase approximately 20 sets of body armor in the spring 2016. A completed set of body armor will be defined as either of the following:

Item A. Two (2) concealable carriers and one (1) compatible set of panels and a trauma plate.

Item B. One (1) concealable carrier and one (1) external uniform style carrier, one (1) compatible set of panels and a trauma plate. The panel must be compatible with both the concealable carrier and external uniform style carrier.

2.6 In future years, ISU estimates that it will purchase approximately 7-8 sets of body armor per year for scheduled replacements and new employees on an as needed basis. ISU does not guarantee any minimum quantity will be purchased throughout the contract and reserves the right or order in any quantity as needed.

2.7 The cost of the body armor sets provided by Company on the Form of Proposal will include all shipping/handling cost so please price accordingly.

2.8 Body armor sets (ordered in Spring 2016) must be delivered by no later than June 15, 2016 and invoiced by no later than June 22, 2016. Vendor must be willing to guarantee delivery of body armor & invoice by ISU deadline.

2.9 Company shall provide product literature for all items with the bid response.

2.10 Warranty- Ballistic panels shall have a minimum 5 year warranty.

2.11 All items bid shall be a new, current model under standard production by the manufacturer and be furnished complete with standard equipment and accessories as listed in the manufacturers printed literature plus the specifications in this bid. Please indicate compliance with the individual specifications in the spaces provided in each bid item.
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<th>Features</th>
<th>Yes</th>
<th>No</th>
<th>Your Specification</th>
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<tr>
<td>• Must meet NIJ 0101.06</td>
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<td>• Constructed of an aramid fiber hybrid material (ie. Kevlar, Twaron,</td>
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<td>Gold Flex, etc. (State materials to be used)</td>
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<td>• Must be Level II</td>
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<td>• Panels less than 5.0 mm thick (approximate)</td>
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<td>• Areal density of less than 14 oz/sq. ft (approximate)</td>
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<td>• Stitching - Shoulder tacks, bottom stitch</td>
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<td>• Minimum 5 x 8 Trauma Plate (approximate)</td>
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<td>• Carriers available in black and/or white</td>
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<td>• With Extended “tails” that can be tucked into trousers</td>
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<td>• Carrier options must include internal/concealed carrier and</td>
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<td>external/uniform tailored carrier</td>
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Concealed Carrier: Manufacturer __________________________ Model ____________

External Uniform style carrier: Manufacturer __________________________ Model ____________
SECTION III
TERMS AND CONDITIONS

3.1. **Commercial Advertising**  In submitting this Request for Proposal, Company agrees not to use the results, the name of Owner, or the mark of Iowa State University as a part of any commercial advertising, without prior approval of Owner.

3.2 **Laws**  Terms and provisions of this RFP and any contract, order, or agreement resulting from this RFP shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this RFP, or contracts resulting from this RFP, shall be instituted in the appropriate courts in the State of Iowa.

3.3 **Assignment**  Any contractual agreement resulting from this RFP may not be assigned or transferred in whole or in part by either party without the prior written consent of the other party and the bonding company, if appropriate.

3.4 **Code of Fair Practice**

3.4.1 Company shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, or physical or mental disability. Company shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, or physical or mental disability except where it relates to a bona fide occupational qualification.

3.4.2 In the event of Company's noncompliance with the above nondiscrimination clause of this contract or with any of the aforesaid regulations, this contract may be canceled, terminated or suspended in whole in part and Company may be declared ineligible for further contracts with the Board of Regent Institutions. In addition the Board of Regents, State of Iowa, may take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the Code of Iowa.

3.5 **Proprietary Information**  The laws of the State of Iowa require the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld, if clearly identified as such in the proposal. Proposals marked entirely confidential or proprietary may be rejected. Pricing information, financial arrangements, and other offers cannot be considered proprietary information.

Failure to list all proprietary sections of the submitted proposal in the space provided on the Form of Proposal Section shall relieve ISU personnel from any responsibility, should such information be viewed by the public, a competitor, or be in any way accidentally released.

3.6 **Termination**

3.6.1 Owner may terminate any contract resulting from this proposal at any time that Company fails to carry out its provisions or to make substantial progress under the terms specified in the RFP and the resulting contract(s).

3.6.2 With the mutual agreement of both parties, upon receipt and acceptance of not less than ten (30) days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.
3.6.3 Owner may terminate this agreement, without penalty, immediately upon written notification, should Owner receive evidence of improprieties, such as but not limited to the misrepresentation of services eligible for invoicing.

3.6.4 If Company is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of Company’s insolvency or if Company repeatedly refuses or fails to supply enough employees or management staff, or is otherwise guilty of a substantial violation of the contractual documents, then Owner may, after giving Company ten (10) days written notice, terminate this agreement, without penalty to Owner.

3.6.5 Owner may terminate without penalty to owner upon at the expiration of the initial term or at the end each individual term of contract with 30 days written notice.

3.7 Remedies upon Default In any case where Company has failed to deliver or has delivered nonconforming goods or services, Owner shall provide a written Cure notice stating Owner’s dissatisfaction/concerns and Owner expects these concerns to be corrected. If after notice, Company continues to be in default, the Iowa State University Purchasing Department may procure substitute services from another source and charge the difference between the contracted package and the resulting substitute package to the defaulting Company.

3.8 Indemnification Company agrees to jointly and severally indemnify and hold Iowa State University, its agents, successors and assigns, harmless from and against all liability, loss, damage or expense, including reasonable attorney’s fees that the State may incur or sustain by reason of the failure of Company to fully perform and comply with the terms and obligations of a resulting contract.

3.9 Acts of God Whenever a Company’s place of business, mode of delivery or source of supply has been disrupted by strike, or act of God, it shall be the responsibility of Company to promptly advise Owner. Owner may elect to terminate the order and contract with another Company without subsequent penalty to Owner.

3.10 Termination -- Nonappropriation of Funds Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the Federal government to provide funds, or the program under which funds were provided is altered, then Owner shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change. Should the contract be terminated due to lack of appropriations or funding, and subsequently should an appropriation to cover the costs of this contract become available within sixty (60) days after the date of termination under this clause, Owner agrees to re-establish a contract with Company whose contract was terminated under the same provisions, terms, conditions, and pricing arrangements of the original contract.

3.11 Severability of the Contract In the event any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this agreement, but this agreement shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision of this agreement shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

3.12 Additional Documents to the Contract When awarded, each of the parties to any resulting contract agrees to execute and deliver such additional and further documents and
instruments as may be necessary or appropriate to carry out the intents and purposes of this agreement.

3.13 **Amendments to the Contract** The contract shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the agreement executed by both parties.

3.14 **Owner’s Right to Withhold Certain Amounts and Make Application Thereof** Owner may withhold from payment to Company, in such an amount or amounts as may be necessary to cover:

3.14.1 Payments that may be earned or due for justified third party claims associated with labor, services, equipment, or materials furnished.

3.14.2 For product or service not provided or not remedied/cured.

3.15 **Failure to Enforce** Owner shall not be required to enforce any right or remedy available under the contract, however, if Owner elects to waive a right or remedy under this contract, that party shall not be precluded from asserting said right or remedy thereafter.
SECTION IV
FORM OF PROPOSAL

The undersigned Vendor, having read and understood the “Instructions and Conditions”, “Specifications” and reviewed the “General Terms of the Contract”, which along with the “Form of Proposal” comprise the Contract Documents, hereby proposes to furnish materials in accordance with the Contract Documents, within the time set forth and at the prices stated below.

4.1 Pricing- All prices shall include shipping & handling fees. The price you bid will be your delivered price and will be shipped F.O.B. Destination, Freight Allowed.

<table>
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<tr>
<th>Complete sets of body armor</th>
<th>Est Qty (spring 2016)</th>
<th>Unit price</th>
<th>Total price</th>
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<tbody>
<tr>
<td>Item A-with 2 concealed carriers</td>
<td>5</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>Item B with 1 concealed carrier and 1 External Uniform style carrier</td>
<td>15</td>
<td>$__________</td>
<td>$__________</td>
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<tr>
<td>Total</td>
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Up charge (per unit) for XXL concealed carrier $__________
Up charge (per unit) for XXL external uniform style carrier $__________

4.2 Will items be delivered to ISU by no later than June 15, 2016? Yes _____ No _______
Estimated delivery time ARO _______________________________________________

4.3 Company is willing to provide a minimum for two (2) – 4 hour sizing sessions within 14 days ARO? Yes _____ No _______

4.4 Escalation clause- If an increase is necessary for either of the two -1 yrs extensions, the maximum % increase would be _________% 

4.5 Warranty:
Original warranty duration on carrier ________________________________
Original warranty duration on panels: ________________________________
State what above warranties cover: ____________________________________

4.6 Product literature included with proposal response? Yes _____ No _____

4.7 Payment Terms: ____________________________________
(Failure to indicate your terms above will mean that, if your proposal is accepted, Iowa State University will apply a 5 percent cash discount for payments made within 15 days of receipt of your invoice in the Purchasing Department or completion of the construction project, whichever is later.)
ISU cannot make payment of an invoice before an item is received nor can we make a down payment with an order.

4.8 The sections of this proposal listed below represent trade secrets or proprietary information.

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4.9 Experience list/References- Please provide references below where similar products/services have been provided in the last three years. Please provide contact people, telephone numbers & emails. **DO NOT** use Iowa State University as a reference.

<table>
<thead>
<tr>
<th>Reference</th>
<th>Contact Person &amp; Company Name/Address</th>
<th>Phone number</th>
<th>Email address</th>
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Please complete:

Legal Company Name:__________________________________________________________

Company Address: __________________________________________________________

Federal Employment Identification Number: _______________________________________

Signature: ______________________________________ Date: _______________________

Printed/Typed Name: __________________________________ Title: __________________

Telephone No. _____________________________________________________________

Fax No.: _________________________________________________________________

E-mail address_____________________________________________________________
NOTE: Please make additional copies of this page as needed and attach.

I hereby certify total compliance with all terms, conditions, and specifications of this Request for Proposal except as expressly stated below.

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