IOWA STATE UNIVERSITY

REQUEST FOR QUOTE NUMBER 63309

FOR

AUDIO/VIDEO EQUIPMENT

Purchasing Department
Iowa State University
3616 Administrative Services Building
Ames, Iowa 50011-3616
February 19, 2016
RFQ No. 63309

SECTION I

BID INFORMATION AND INSTRUCTIONS

1.0 Introduction Iowa State University of Science and Technology (also referred to as ISU or University) in Ames, Iowa, is soliciting bids from qualified Audio/Video Equipment dealers to provide a quote on the items identified in this RFPQ (see section II).

All questions and comments in reference to this Request for Quote must be directed to:

Dustin Mohr
Purchasing Agent
3616 Administrative Services Bldg.
Iowa State University
Ames, IA 50011-3616
Telephone 515-294-4793
dmohr@iastate.edu

1.1 Parties to the Purchase Bidders must identify all parties who will be involved with performance of the purchase. By submitting a quote, the bidder warrants that all parties to the contract have received a copy of this RFQ and that the bidders’ response is acceptable to these parties.

1.2 Scope of the Purchase The purchase order awarded as a result of this RFQ would be for a one-time purchase of various audio/video equipment.

1.3 Each Company, by submitting a quote, acknowledges its representative has:

1.3.1 Read and completely understood the proposed Purchase Documents contained in this RFQ. The Purchase Documents shall consist of this RFQ (Quote Information and Instructions, Terms and Conditions of the Purchase, Specifications, Quote Content, Form of Bid, and all exhibits and attachments), any subsequent Addenda issued by ISU, Bidders response to this RFQ, and any agreement that results from this RFQ.

1.3.2 Based their quote upon the requirements described in the proposed Purchase Documents.

1.4 Receipt and Opening of Bids

1.4.1 Quotes are to be submitted via email to quotedesk@iastate.edu, by mail to the address listed in this document, or by fax to 515-294-9606. Hard copy delivery by fax or mail must be accompanied by an electronic version delivered by email or if physically delivered, CD or thumb drive of the proposal should be included. Proposals must be received in the ISU Purchasing Department, 3616 Administrative Services Building, Ames, Iowa 50011-3616, by 4:00 P.M., central time, on March 2, 2015. Any proposal received after the time specified for the receipt of proposals may not be considered and may be returned unopened to the sender as non-responsive.

Proposals, which are delivered personally, are to be brought to the Purchasing Department receptionist’s desk located at the south entrance of the 1st Floor
Administrative Services Building (ASB). The ASB is located southwest of the intersection of Stange Road and 13th Street on Wanda Daley Drive.

It is preferable to have responses in electronic format.

1.4.2 ISU reserves the right to accept or reject any or all quotes and to waive any irregularities, technicalities, or informalities in quotes if such waiver does not substantially change the offer or provide a competitive advantage to any Company. ISU reserves the right to request additional documents or quote clarifications after the due date and time for quote submission.

1.4.3 Company's legally authorized representative (Officer of Company) shall sign the quote. The official name, address, telephone, and fax number and e-mail addresses are to be stated on the quote form.

1.4.4 No responsibility will be attached to any person for premature opening of a quote not properly identified.

1.4.5 The laws of the State of Iowa require the contents of all quotes 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 quote. Quotes marked entirely confidential or proprietary may be rejected. Pricing information and other offers cannot be considered proprietary information.

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

1.4.6 All opened quotes become the property of ISU and will not be returned to the bidder.

1.4.7 Prior to the date and time designated for receipt of quotes, quotes submitted early shall be withdrawn only by written notice to ISU. Such notice shall be received by ISU prior to the designated date and time for receipt of quotes.

1.4.8 Withdrawn quotes may be resubmitted up to the time designated for receipt of quotes provided that they are then fully in conformance with these Quote Instructions and Conditions.

1.4.9 No quote may be modified or withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receipt of quotes.

1.4.10 All erasures or corrections are to be initialed by the person(s) signing the quote.

1.4.11 Failure to comply with the requirements of this RFQ or evidence of unfair bidding procedures may be cause for rejection of the quote. Failure to supply information requested may also be cause for rejection of the RFQ as being non-responsive.

1.4.12 This Request for Quote does not commit ISU to make an award, nor will ISU pay any costs incurred in the preparation and submission of quotes, costs incurred in making necessary studies for the preparation of quotes, or any travel or personnel expenses associated with trips to ISU.
1.5 **Addenda** Any and all interpretations, corrections, revisions, and amendments shall be issued by the ISU Purchasing Department to all known holders of the Bid Documents in the form of written addenda. Except for addenda modifying the quote due date or canceling the Request for Quote, such addenda shall be issued so as to be received at least five (5) days prior to the time set for receipt of quotes. All addenda so issued shall become part of the Purchase Documents and shall be acknowledged in the Form of Quote.

1.6 **Tie Bids** The purchasing department will resolve tie bids which are equal in all respects and tied in price by drawing lots. Whenever practicable, the drawing will be held in the presence of the Companies who are tied. However, if this is not possible, the drawing will be made in front of at least three (3) persons and said drawing documented.

1.6.1 Whenever a tie involves an Iowa firm and a firm outside the State of Iowa, the Iowa firm will receive preference.

1.6.2 Whenever a tie involves one of more Iowa Firms and one of more firms outside the State of Iowa, the drawing will be held among the Iowa firms only.

1.7 **Quote Obligations** The Contractual Agreement (Agreement) shall incorporate the selected Company’s quote, including any clarification to the quote(s) requested by ISU and submitted by selected Company, except as amended by mutual agreement. The Agreement shall form the contractual obligation of ISU and the selected Company.

1.8 **Exceptions to Purchase Documents** Company shall clearly state in the submitted quote any exceptions to, or deviations from the Specifications (Section II), and any exceptions to the provisions, terms, and conditions of this RFQ included in Section I and terms and conditions of the potential agreement described in Section II. Such exceptions or deviations will be considered in evaluating the quotes. Any exceptions should be noted on Attachment A and returned with the submitted quote. Companies are cautioned that exceptions taken to this RFQ may cause their quote to be rejected at the sole discretion of ISU. Exceptions not stated on Attachment A will have no effect.

1.9 **Qualification of Company** ISU shall make such investigations as deemed necessary to determine the ability of Company to provide the expected goods or services. ISU reserves the right to reject any bid 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 **Vendor Registration** Bidders must have a current vendor registration on file in order to receive an award resulting from an RFQ/RFQ. Please visit the vendor registration website (shown below) for instructions on the vendor registration process.

   [http://www.public.iastate.edu/~purchasing/vendor_app_process.htm](http://www.public.iastate.edu/~purchasing/vendor_app_process.htm)

1.11 **Electronic Copies of the Bid** Vendors may request an editable copy of the RFQ by contacting Dustin Mohr at dmohr@iastate.edu.

1.12 **Bid Evaluation** Evaluation of the bids will be performed by a representative of the ISU Purchasing Department and IT Services. Bids will be evaluated using the following criteria, which are listed below in no particular order. ISU reserves the right to award a contract not based solely on cost, but on the criteria which best meets the University’s requirements and
goals. The University does not guarantee that an actual Agreement will ensue as a result of this RFQ and its evaluation process.

1.12.1 Pricing
1.12.2 Warranty
1.12.3 Return Policy
1.12.4 Lead Time
1.12.5 Company’s Response to RFQ
EQUIPMENT SPECIFICATIONS

2.1 Scope of the Contract

2.1.1 Company will provide pricing on various Audio/Video equipment for items listed in section 2.2.

2.1.2 Company will provide detailed information on post sales service and support, including but not limited to:

2.1.3.1 Warranty
2.1.3.2 Standard Return Policy
2.1.3.3 Defective Return Policy
2.1.3.4 Defective Replacement Policy

2.2 Items to Quote

2.2.1 Company will provide pricing for the following items:

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
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<td>6</td>
</tr>
</tbody>
</table>
3.1 Definitions

The University
The University is Iowa State University (ISU). The term University means the University or the University’s authorized representative.

The Company
The Company is the person or organization to which the University will issue a contract purchase order, when/if award of this Request for Quote is made. The term Company means the Company or the Company’s authorized representative.

The following conditions will apply to any contract awarded as a result of this RFQ:

3.2 Term
This will be a one-time purchase of these items, but vendors are encouraged to honor pricing for up to a year in case additional items are needed.

3.3 Assignment
This contract may not be assigned or transferred by either party without the prior written consent of the other party.

3.4 Non-appropriation of Funds
Notwithstanding other provisions of any award resulting from this RFQ, if funds anticipated for the fulfillment of this agreement 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 ISU shall have the right to terminate this agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change.

3.5 Immunity from Liability
Every person who is a party to this Agreement is hereby notified and agrees that ISU, and its agents, successors, and assigns are immune from liability and suit for or from Company’s activities involving third parties and arising from this Agreement.

3.6 Indemnification
To the extent permitted by Iowa law, University hereby agrees to indemnify, protect and hold harmless Company, its officers, directors, shareholders, employees, and agents, and each of them, in their corporate and individual capacities, from any expense, liability or damage any of them may incur, including as a result of claims, demands, costs, awards or judgments of any kind or nature, by anyone whomever, arising out of or otherwise connected with this Agreement, provide such claims are due to the negligent acts of University. Company agrees to defend, indemnify and hold harmless the State of Iowa, Iowa State University, its Board of Regents, faculty, students, employees and agents from all liability, injuries, claims or damages (including claims of bodily injury or property damage) and loss, including costs, expenses, and attorneys’ fees, which arise from its operations or the negligent acts of Company, its officers, directors, employees, and agents under this Agreement.
3.7 **Code of Fair Practice** Company shall not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, gender identification, marital status, national origin, sex, age, or physical or mental disability, or status as a US veteran. 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 or status as a Vietnam-era/disabled veteran, except where it relates to a bona fide occupational qualification. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. If applicable to this agreement, Company shall comply with the provisions of Federal Executive Order 11246 as amended by Executive Order 11375. In the event of Company's non-compliance with this section 3.7 or with any of the aforesaid regulations, this contract may be canceled, terminated or suspended in whole or in part, without penalty to the Board of Regents, State of Iowa, the University, or the State of Iowa, and Company may be declared ineligible for further contracts with Board of Regents, State of Iowa, institutions.

3.8 **Subcontractors** Company is specifically advised that any person, firm, or other party to whom it awards a subcontract under this Agreement must be approved in advance and be acceptable to ISU. The Company is responsible for all acts of its Subcontractors, as well as the Subcontractors’ performance of delegated duties. Company shall be solely responsible for payment to all subcontractors or secondary suppliers that the Company may engage for the completion of any contractual agreement with ISU.

3.9 **Laws** Terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this Agreement shall be instituted in the appropriate courts in the State of Iowa.

3.10 **Advertising** Company shall not use or reference the name of Iowa State University as a part of any commercial advertising without prior written approval of ISU's central administration and its Trademark and Licensing Office.

3.11 **Taxes** ISU is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Company's employee's wages. ISU is exempt from State and Local Sales and Use Taxes on the services. A Tax Exemption Certificate will be furnished upon request.

3.12 **Termination**

3.12.1 If Company is adjudged bankrupt or makes a general assignment for the benefit of creditors, if a receiver is appointed on account of Company's insolvency, if Company repeatedly refuses or fails to supply enough employees, management staff, or equipment to adequately provide timely delivery or services for ISU, or if Company is otherwise guilty of a substantial violation of the Purchase Documents, ISU may terminate the Agreement after giving Company a minimum thirty (30) days written notice, without penalty to ISU.

3.12.2 In any case where Company has failed to provide items or services or has provided nonconforming items or services, ISU shall provide a Cure Notice. If after notice Company continues to be in default, ISU may procure services from another source and terminate the Agreement, without penalty to ISU.
3.13 **Severability of the Agreement**  In the event any one or more of the provisions contained herein 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, but shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision 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.
SECTION IV

BID CONTENT

4.1 Form of Bid  Form of Bid, pages 11-13, completed and signed by your Company’s representative.

4.2 Company Profile  Bidder should provide a brief profile listing company history, business composition (proprietorship, partnership or incorporation), the state under which your business is organized, at least three references (other than ISU) and any other pertinent information that can be used to evaluate the quote. *(Include as Supplement 1 of your RFQ response)*

4.5 Return Policy  Bidder should include warranty information, standard return policy, defective return policy, and defective replacement policy. *(Include as Supplement 2 of your RFQ Response)*
RFQ No. 63309

SECTION V

FORM OF BID

5.1 Bidder agrees to all Quote Terms and Conditions contained in Section I of this RFQ

Yes   ___   Note: If No, please list exceptions on Attachment A (p.15)
No    ___

5.2 Bidder agrees to all Terms and Conditions contained in Section III

Yes   ___   Note: If No, please list exceptions on Attachment A (p.15)
No    ___

5.2 Company must clearly state on the Form of Bid any additional charges they would propose in a contract (shipping, fuel surcharge, etc).

5.3 Pricing

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</table>
Is freight included in the pricing?

Yes___       No___

If not, what is your freight cost policy?

________________________________________________________________________
________________________________________________________________________

5.4  Lead Time

What is the lead time for all items listed in 5.3? ___________________________________________

5.5  Payment Terms: ________________________________________________

(Failure to indicate your terms will mean that if your bid is accepted, the University will apply a five percent (5%) cash discount for payments made within 15 days of receipt of your invoice.

5.6  Warranty Terms       Besides the standard manufacturer's warranty, is there any other warranty offered that should be taken into account?

________________________________________________________________________
________________________________________________________________________

5.7  FOB       Company agrees to FOB Destination

Yes ___       No ___       Note: If No, please list exceptions on Attachment A (p.17)

5.8  Proprietary Information       Please list all information or sections that you consider proprietary.       Note that pricing and financial arrangements cannot be considered as proprietary information.

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

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5.9 Vendor Information

Business Name: ________________________________

Federal I.D. Number/SSN: ________________________________

Official Address
__________________________________________________
__________________________________________________
__________________________________________________

Firm's State or Foreign Country of Residence ____________________________

Telephone Number ________________________________

Fax Number ________________________________

Email ________________________________

Authorized Signature ________________________________

Typewritten or Printed Signature ___________ Date ________
Please note: Your bid will be considered incomplete unless the following are included with your offer. Indicate compliance by placing a check mark in the space provided: All Documents should be included IN THE ORDER PROVIDED BELOW. This form should be returned with the bid as the last page.

Compliance

[ ] **Form of Bid** (pages 11 through 13) completed and signed by your company's authorized official.
[ ] **Attachment A** (Exceptions, Page 15)
[ ] **Supplement 1** (Company Profile)
[ ] **Supplement 2** (Warranty/Return Policy)
RFQ No. 63309
ATTACHMENT A

EXCEPTIONS

Please list any and all exceptions to this RFQ in this section. Include page number, section and reason for exception: (Make additional pages if necessary)

Please check one of the following:

[ ] We have no exceptions to this RFQ
[ ] We have the following exceptions to this RFQ

<table>
<thead>
<tr>
<th>Page Number</th>
<th>Section</th>
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