IOWA STATE UNIVERSITY
REQUEST FOR PROPOSAL NO. 63322

FOR TREADMILLS

For
State Gym and Lied Recreation Center
Recreation Services

Purchasing Department
Iowa State University
3616 Administrative Services Building
Ames, IA 50011-3616
March 8, 2016
IOWA STATE UNIVERSITY
AMES, IOWA  50011-3616

SCOPE OF THE WORK

1.0 Iowa State University of Science and Technology (also referred to as ISU or University) in Ames, Iowa, desires to obtain proposals for the purchase of 16 Treadmills for Recreation Services, Iowa State University, Ames, Iowa all in accordance with these specifications.

SECTION I
PROPOSAL INSTRUCTIONS AND CONDITIONS

1.1 Each Company, by submitting a proposal, represents that Company has:

1.1.1 Read and completely understands the proposal documents.

1.1.2 Promptly notified ISU of any ambiguity, inconsistency or error that the Company discovered upon examination of the proposal documents.

1.1.3 Based the proposal upon ISU needs described in the Contract Documents.

1.1.4 Agreed that proposals may be rejected because of faulty specifications, failure to comply with the requirements of the proposal documents, abandonment of the project, insufficient funds, evidence of unfair procedures, failure to provide proposal security when required, evidence of Company's financial instability, or by the Vice President of Business Services or his designee if, in their opinion, the best interests of the University will be served.

1.1.5 Agreed that failure of the selected Company to fulfill the provisions of section 1.1 shall in no way relieve the obligation of the Company to furnish all material, labor and equipment necessary to carry out the provisions of the contract, nor shall such failure constitute grounds for extra compensation over the price stated in the accepted proposal.

1.2 Receipt and Opening of Proposals

1.2.1 Furnish one (1) original and one (1) electronic copy (CD or thumb drive) of your proposal. Your proposal is to be received in the Iowa State University Purchasing Department, 3616 Administrative Services Building, Ames, IA  50011-3616, by 5:00 PM, CT, on March 22, 2016. If you have any doubt that your proposal has been received, call the University representative from the Purchasing Department for receipt information, at least two (2) hours prior to the proposal opening date and time shown above.

1.2.2 ISU reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities provided such waiver does not substantially change the offer or provide a competitive advantage to any Company in the judgment of ISU. ISU also reserves the right to accept that proposal that is deemed to be in the best interests of ISU.

1.2.3 A legally authorized representative of the Company shall sign the proposal. Unsigned proposals may not be considered. The official name, address and telephone number of the Company should be stated on the proposal form.
1.2.4 All proposals which are responsive to the Request for Proposal requirements stated herein and are received prior to the time specified for receipt of proposals will be opened and included in the proposal evaluation process. ISU shall be under no obligation to provide any Company with an opportunity to submit missing documents at a later date; however, ISU reserves the right to request missing proposal documents, if no competitive advantage will be realized.

1.2.5 Trade secret or proprietary information shall be handled as follows:

1.2.5.1 The laws of the State of Iowa require that at the conclusion of the selection process, the contents of all proposals will 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 Iowa law may be withheld, if clearly identified as such in the proposal. Pricing proposals cannot be considered proprietary. Proposals that indicate the entire proposal is proprietary may be rejected as nonresponsive.

1.2.5.2 Failure to list all proprietary sections of the submitted proposal in the space provided on the Form of Proposal, Subsection 6.3, Section VI, shall relieve ISU personnel from any responsibility, should such information be accidentally released or viewed by a competitor or the public. After the conclusion of the selection process, the contents of all proposals less proprietary sections will be placed in the public domain and be open to inspection by interested parties.

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

1.2.7 Failure to supply information requested is cause for rejection of the proposal as being non-responsive.

1.2.8 Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offerors lack of cost consciousness.

1.2.9 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 Modification or Withdrawal of a Proposal

1.3.1 Prior to the date and time designated for receipt of proposals, proposals submitted early shall be modified or withdrawn only by written notice to ISU. Such notice shall be received by ISU on or prior to the designated date and time for receipt of proposals.

1.3.2 Withdrawn proposals may be resubmitted up to the time designated for receipt of proposals.

1.3.3 No Company may withdraw a proposal for at least sixty (60) days after the scheduled closing time for receipt of proposals.

1.4 Addenda Any and all interpretations, corrections, revisions, and amendments shall be issued by ISU Purchasing Department to all holders of proposal documents in the form of written addenda. Except for addenda modifying the proposal due date or terminating the proposal
solicitation, 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 contract documents and shall be acknowledged in the proposal form.

1.5 **Proposal Obligations**  The contents of the proposal, and any clarification thereto submitted by the successful Company, including any modifications made by mutual agreement of the Company and ISU, shall become part of the contractual obligation and be incorporated by reference into the ensuing contract. Proposals should be prepared in the exact copy of the "Form of Proposal" included in these documents. Attach additional sheets if more space is needed for answers.

1.6 **Preference Laws**  ISU shall give preference to purchasing from Iowa based businesses if the offers submitted are comparable in price to those submitted by other bidders and meet the required specifications, according to Iowa Code §§73.1.

1.7 **Open Competition**

1.7.1 Where, in these contract documents, reference is made to materials, trade names, catalog numbers or articles of certain manufacture, it is done for the purpose of establishing a basis of comparative quality, type or style and not for the purpose of limiting competition. It shall be understood that such method of description is not intended to exclude other items, processes, similar designs, or kinds of materials, but is intended merely as a means of establishing a standard of comparison. Other manufacturing processes may be used, if, in the opinion of ISU, they are acceptable in serviceability, durability, quality, functional capabilities and design.

1.7.2 ISU reserves the right to reject any substitute article or material, and/or the associated proposal which, in ISU's opinion, does not meet the standard of quality established by such a reference in the contract documents.

1.7.3 Companies offering other than the items specified shall submit, with their proposal, catalog cuts, brochures, and detailed specifications covering the items on which they are proposing. Any deviation from the contract documents contained in this proposal shall be noted by the Company on the Proposal Compliance Form. (See Attachment A.) Where the Company proposes to substitute an article or material, the Company shall be prepared to submit samples, upon request, for ISU's inspection. The cost of transportation, both ways, of such samples shall be borne by the Company.

1.7.4 The Company is expected to comply fully with the contract documents in this proposal solicitation. In the event the Company's materials or equipment do not conform, and those deviations have not been stated on the Proposal Compliance Form, the Company will be responsible for furnishing materials and equipment, which fully conform at no change in their proposal price.

1.8 **Acceptable Alternate**  Whenever the words "acceptable alternate" appear in any description set forth herein (or in appended purchase specifications/drawings), it shall mean "acceptable alternate in the opinion of ISU". The attached specifications should not be interpreted as the only acceptable manufacturer, but are provided to show layout and accessories desired.

1.9 **Multiple Proposals**  ISU is seeking proposals that meet its requirements as outlined in this Request For Proposal. If more than one method of meeting these requirements is proposed, each should be labeled "primary," "secondary," etc., and submitted separately. Submittals will be
evaluated in the specified priorities. Always bid as specified in your primary submittal, as alternate proposals may be deemed unacceptable by ISU.

1.10 Taxes -- Federal, State, and 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 and Local Sales and Use Taxes on the services and materials when purchased separately. A Tax Exemption Certificate will be furnished upon request.

1.11 Gratuities

1.11.1 The laws of the State of Iowa provide that it is a criminal offense to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violation of this statute will be turned over to the proper authority.

1.11.2 ISU will pay for its employees travel expenses including transportation, lodging, meals, and miscellaneous expenses should a visit to a Company's site be deemed necessary.

1.12 Tie Proposals  The Purchasing Department will resolve tie proposals that 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 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.

1.13 Award of Contract  Contract shall be considered awarded when the successful Company is served written notice by Iowa State University. Written notice will be in the form of an ISU Purchase Order.

1.14 Contract Provisions by Reference  It is mutually agreed by and between ISU and the Company that ISU's acceptance of the Company's offer by the issuance of written notification in the form of a Purchase Order shall, when fully executed, create a contract between the parties thereto containing all terms and conditions of this Request for Proposal and the Company's proposal, except as amended by mutual agreement. The Company shall clearly state in the submitted proposal any exceptions to or deviations from these contract documents. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on the Proposal Compliance Form, Attachment A, and returned with the submitted Form of Proposal (Section VI).

1.15 University Representatives  Questions and comments with reference to the detailed specifications, purchasing procedures or other administrative issues relative to this Request for Proposal should be directed to:

  Cathy S. Beckman
  Purchasing Agent III
  Iowa State University
  Purchasing Department
  3616 Administrative Services Building
  Ames, Iowa  50011-3616
  Telephone: (515) 294-9394
  Email – csbeckm@iastate.edu
SECTION II
GENERAL CONDITIONS OF THE CONTRACT

2.1 Commercial Advertising  In submitting this proposal, the Company agrees not to use the results of this proposal request, ISU's proposed evaluation, any subsequent contract, or ISU's marks as a part of any commercial advertising without prior approval of ISU.

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

2.3 Assignment  Any contract resulting from this proposal solicitation 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.

2.4 Code of Fair Practices

2.4.1 The 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. The 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. Company shall comply with federal Executive Order #11246, as amended by Executive Order #11375.

2.4.2 In the event of the Company's non-compliance with the above non-discrimination clause of this contract or with any of the aforesaid regulations, any resulting contract may be canceled, terminated or suspended in whole in part and the Company may be declared ineligible for further contracts with the Board of Regents. In addition the Board of Regents or ISU may take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the Code of Iowa.

2.5 Termination

2.5.1 ISU may terminate the contract resulting from this proposal at any time that the Company fails to carry out its provisions or to make substantial progress under the terms specified in this proposal solicitation and the resulting contract.

2.5.2 With the mutual agreement of both parties, upon receipt and acceptance of not less than thirty (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.

2.6 Remedies Upon Default  In any case where the Company has failed to deliver or has delivered non-conforming goods or services, ISU shall provide a Cure notice. If after notice the Company continues to be in default, ISU may procure substitute goods or services from another source and charge the difference between the contracted price and the market price to the defaulting Company. The Attorney General shall be requested to make collection from the defaulting Company.
2.7 Indemnification

2.7.1 To the fullest extent permitted by law, Company shall defend, indemnify, and hold harmless ISU, its agents, successors, and assigns, and the Board of Regents, State of Iowa, from and against all claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from (A) the material non-performance, non-compliance or breach with the terms and obligations of this Agreement and (B) bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from caused in whole or in part by any negligent act or omission of Company, or its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person.

2.7.2 In any and all claims against ISU, its agents, successors, and assigns, the State of Iowa, and the Board of Regents, State of Iowa, by any employee of Company, and subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Company’s indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for Company or any subcontractor under worker’s or workmen’s compensation acts, disability benefit acts or other employee benefit acts.

2.8 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 the Company to promptly advise the Purchasing Department. ISU may elect to cancel the order without penalty to ISU and place the order with another Company.

2.9 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 the resulting Contractual Agreement, but the Agreement shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision of the 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.

2.10 Insurance

2.10.1 Company shall purchase and maintain, throughout the life of this Agreement, commercial general liability insurance, commercial auto liability and umbrella liability insurance to protect Company from all claims for bodily injury, including accidental death, personal injury, and property damage arising from operations under this Agreement, whether such operations be by Company, subcontractor or by anyone else directly or indirectly employed by Company. In addition, all statutory insurance requirements, including worker’s compensation, shall be met. Limits of such insurance shall be as stated below:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limits of Liability (Minimum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Insurance Type</td>
<td>Coverage Limit</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Commercial Auto Liability</td>
<td>$1 million each occurrence*</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1 million each occurrence*</td>
</tr>
<tr>
<td>Umbrella Liability Coverage</td>
<td>$1 million</td>
</tr>
<tr>
<td></td>
<td>*$2 million aggregate</td>
</tr>
</tbody>
</table>

2.10.2 All policies must be written on a primary basis, non-contributory with any other insurance and/or any self-insured funds of ISU/State Board of Regents. The terms of coverage shall coincide with the dates of this Agreement at a minimum. The certificate must list the following as additional insureds: “The State of Iowa”; “The Board of Regents, State of Iowa”; and “Iowa State University of Science and Technology”. The certificate must also contain a clause stating that such insurance shall not be modified, reduced, canceled, or terminated without the Company or the Company’s insurance agency providing ISU Purchasing with (30) days prior written notice.

2.10.3 Upon notification of award, Certificates of Insurance acceptable to the University shall be addressed to Cathy Beckman and filed with the Purchasing Department, 3616 Administrative Services Building, Iowa State University, Ames, Iowa 50011-3616, prior to commencement of the Agreement

2.11 **Amendments to the Contract**  This Agreement 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 this Agreement executed by both parties.

2.12 **Responsibility for Those Performing Work**

2.12.1 Company shall skillfully supervise and direct the Work and shall be solely responsible for all methods, techniques, sequences and procedures and for coordinating all portions of the installation.

2.12.2 Company shall perform the installation so as to cause the minimum of inconvenience to and interruption of Owner's operations. Company's failure to give Owner timely notice of such intentions shall place the responsibility for any resulting delays or additional costs solely with Company.

2.12.3 Company shall at all times enforce strict discipline and good order among Company's employees and shall not employ on the work site any unfit person or anyone not skilled in the task assigned.

2.12.4 Incompetent or incorrigible employees shall be dismissed from the project by Company when so determined by ISU, and such persons shall be prohibited from returning to the project without the written consent of ISU.

2.12.5 Company shall be responsible for the acts and omissions of all Company's employees and all subcontractors, employees, and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with Company.

2.13 **Protection of Equipment and Property During Installation**

2.13.1 Company shall be responsible for the equipment, whether at the Company's facility or at the installation site until it is accepted by ISU and shall cover and protect equipment from any damage during transportation.
2.13.2 Company shall continuously maintain adequate protection for all their equipment from damage or theft of any and all kinds, and from the weather and shall protect ISU's and adjacent party's property from damage, theft or injury arising in connection with their installation. ISU will provide a secure site.

2.13.3 Any damage caused by the Company to existing facilities shall be replaced or repaired at the Company's expense.

2.14 **Clean-up When Company is Performing Installation**

2.14.1 Company shall at all times keep the site of work and adjacent premises as free from materials, debris, rubbish and trash as practicable, and shall remove same from any portion of the site if, in the opinion of ISU it constitute a nuisance. Company shall dispose of all debris, rubbish and trash off campus in an approved landfill, not in ISU's dumpsters. Disposal shall be the responsibility of the Company and should be removed from the job site on the same day it is generated.

2.14.2 At the completion of work, Company shall remove all materials, implements, barricades, equipment, staging, piling, falsework, debris and rubbish connected with or caused by operations for such work immediately upon the completion of that work and shall leave the premises in perfect condition insofar as affected by work under this Contract.

2.14.3 If Company should fail to clean up the premises as required in the above Subsections 2.14.1 and 2.14.2; ISU, after giving Company 48 hours notice, may do so and charge the cost thereof to Company.

2.15 **Safety**

2.15.1 Company shall take all necessary precautions for the safety of and shall provide all necessary protection to prevent damage, injury or loss to:

   a. all employees associated with the Work and all other persons who may be affected thereby;
   b. all the Work and all materials and equipment to be incorporated therein, whether in storage, on or off the site, under the care, custody or control of Company or any of the Subcontractors or Sub-subcontractor; and
   c. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

2.15.2 Company shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property to protect them from damage, injury or loss and shall promulgate such safety regulations in the performance of the Work.

2.15.3 Company shall comply with all OSHA regulations and furnish employee with proper safety equipment and training. Company shall comply with OSHA's Confined Space Permit Entry Program when necessary.
SECTION III
DETAILED SPECIFICATIONS

3.1 **Scope of Work** Furnish and install 9 treadmills in State Gym and 7 treadmills in Lied Recreation Center.

3.2 **Equipment Usage – General Information**

3.2.1 Our facilities are open 18 hours a day, 360 days a year. Our clients are mostly college age students. ISU has an average enrollment of 33,000 students. Our current cardio/weight area sees 4,597 users per week, 19,921 per month, with annual participation hours at 239,048. The equipment is utilized at a high rate and requires commercial grade quality to meet this demand load. Home quality equipment is not acceptable.

3.2.2 Machines should be a commercial quality and have a high quality construction including but not limited industrial grade steel tubing and a powder coated finish.

3.3 **Equipment Specifications**

3.3.1 Must be a top of the line unit with a digital display which includes preprogrammed workouts and the ability for users to create custom workouts.

3.3.2 Must include a HDTV, preferably 19”. HDTV must be able to take a cable feed directly from Mediacom. The HDTV monitors need to display all the channels/data that feeds from Mediacom, in addition to displaying all the programmed data for workout selection, distance, calorie burn, etc. that would be pre-programmed in the treadmill from the manufacturer.

3.3.3 Minimum speed range of 0-12.5 mph

3.3.4 Minimum elevation range of 1-15%

3.4 **Proposal Response Requirements** Companies must provide as a part of their proposal an informative response to the following questions, which will be used for evaluation purposes and determining total cost of ownership.

3.4.1 What are the key specifications of the unit you are proposing? Including but not limited to the following:

- Maximum User Weight
- Start up Speed
- Size of Running surface

3.4.2 What is the warranty on the unit including accessories and what does it include?

3.4.3 What are the features of your display screen and the size? Does it have the channel capabilities as noted in 3.3.2?

3.4.4 Please provide the electrical consumption in watts for the unit you are proposing. If possible provide it based on a 120 lb. female at 2 and 5 mph with a 5% and a 10% incline.
3.4.5 List your high wear items and current price for replacements. Include the standard life of these products before they would need to be replaced. What is the lead time for ordering replacements?

3.4.6 What are the standard routine maintenance that each unit should have to extend their life?

3.4.7 Include any additional features, programs or benefits for your proposed units.

3.5 Literature and Specifications Submittals Company shall include the following with their proposal:
- Complete detailed literature showing proposed product.
- Complete specifications of each proposed unit.
- Pictures of exact units being proposed.
- Any additional information that will assist in evaluating the machines.

3.6 References All offers should include a minimum of three (3) references of customers, other than Iowa State University, who have the product being proposed and are using it in a heavy use environment similar to ISU’s facility. It is preferred that these references be other collegiate programs in the Midwest. At a minimum, the name of a contact person and a telephone number shall be provided. Company should also provide a current client list to which they are providing the proposed product.

3.7 Contacts Company shall provide a minimum of one contact person for ISU to contact for order status, service and other specific requests in regards to any resulting order. At a minimum a name, phone number and email address shall be provided.

3.8 Delivery and Set-up

3.8.1 The Company shall be responsible for delivery to the State Gym and Lied Recreation Center locations, whether shipped direct to the site from the manufacturer or arranging delivery from your store to campus.

3.8.2 There is no loading dock for unloading; company will need to provide lift gate delivery or fork lift and any other necessary equipment to transport items to their setup location. Pallet jacks can be used once inside either building and there are large-capacity freight elevators for movement to different levels in each facility.

3.8.3 Company will be responsible for receiving the equipment at the site and all assembly and setup on site in specified locations.

3.8.4 Delivery and set up will need to be closely coordinated with Recreation Services staff, to allow for scheduling of access to the building and proper location of units. No units shall be delivered without prior arrangements.

3.8.5 Delivery must be accurately quoted, as it will be a consideration in making an award. Indicate on the Form of Proposal your required lead time after receipt of an order.

3.8.6 The Company shall be responsible for any packing, packaging, or protection required to insure delivery and set up in an undamaged and clean condition.

3.9 F.O.B. All proposals must be F.O.B. destination and include the cost of materials, labor, insurance, freight or maximum estimated freight charges must be quoted as a separate item.
3.10 **Warranty**  Company shall include a copy of each manufacturer’s warranty with their proposal. Warranty will be considered in the evaluation criteria. Warranty should include parts, labor and onsite service. If there are extended warranty options available, include the information and costs as an option.

3.11 **Payment and Completion**

3.11.1 Payment will be made in full after undamaged delivery and acceptance by ISU provided such items comply fully with these specifications.

3.11.2 Acceptance shall be deemed to have taken place 10 days after completed installation, allowing time for a complete final inspection for compliance with specifications. This statement shall govern over the preprinted acceptance term stated on the reverse side of any resulting ISU purchase order.

3.11.3 Invoices requesting payment for products provided for the ISU department covered by this contract shall reference the purchase order number provided and be mailed to the following address:

**Iowa State University**  
**Purchasing–Payables**  
**3617 Administrative Services Building**  
**Ames, IA**  
**50011-3617**
SECTION IV
EVALUATION CRITERIA

4.1 Proposal Evaluation  The evaluation of the proposals will be performed by a committee consisting of individuals from Iowa State University's Purchasing Department, and Recreation Services. Evaluation of the proposals will be based on, but not limited to, the following criteria, which are listed below in no particular order. Award will not be made on cost alone, but on the product line(s) determined to provide the best value for ISU in the opinion of those evaluating the proposals, based on the evaluation criteria utilized. ISU’s award decision will be final and binding.

Proposal Evaluation Criteria:

4.1.1 Company's references, which demonstrate to ISU's satisfaction, that the equipment being proposed as outlined in Section III is of a high commercial quality for use in high utilization areas.
4.1.2 Warranty terms, provisions and options.
4.1.3 Company's compliance with the terms, conditions and specifications of this proposal.
4.1.4 Equipment design, construction, quality, features and specifications of the equipment being proposed.
4.1.5 Net cost to ISU, based on quoted prices.
4.1.6 Total cost of ownership to ISU for proposed units.
4.1.7 Company’s response to subsection 3.4.
4.1.8 Responses to questions in Section VI, Form of Proposal.

4.2 Assistance Furnished by the Company to Aid in the Evaluation Process  Company shall, upon ISU request, furnish ISU with assistance in arranging for an examination of the manufacturer's/contractor's operation or for the examination of materials used in the equipment being purchased. No additional payment will be made for these services. ISU will pay for its personnel's travel expenses. (See Subsection 1.11.2, Section I.)

4.3 Evaluation Acceptance  Company’s submission of a proposal constitutes Company acceptance of the evaluation technique and Company recognition and acceptance that reasoned judgments will need to be made by the committee during the assignment. Company is encouraged to include any literature with their proposal, which will assist the committee in making these judgments.
SECTION V
PROPOSAL REQUIREMENTS

The intent of this section is to assist in preparation of a complete proposal. Your proposal may not be considered, and may be rejected as non-responsive, unless the proposal is submitted according to the parameters included below. Please provide a signed and fully completed, Form of Proposal that includes the following:

5.1 Completed Form of Proposal

5.2 All exceptions to the terms, conditions and specifications of Request For Proposal Reference No. 63322 clearly explained on the Proposal Compliance form (Attachment A).

5.3 An acknowledgment of receipt for all addenda received on the Form of Proposal.

5.4 Response to Section 3.4

5.5 Literature and Specification submittals as requested in 3.5.

5.6 References per Section 3.6.

5.6 Warranty information.
SECTION VI
FORM OF PROPOSAL

IOWA STATE UNIVERSITY REQUEST FOR PROPOSAL NO. 63322
FOR TREADMILLS
FOR RECREATION SERVICES

TO: Iowa State University
Purchasing Department
3616 Administrative Services Building
Ames, IA  50011-3616

6.1 The undersigned Company, in response to request for Proposal number 63322, having examined
the Scope of the Work, Proposal Instructions and Conditions, General Conditions of the Contract,
Detailed Specifications, Evaluation Criteria, Proposal Requirements, the Form of Proposal, and all
Attachments, all of which comprise the Contract Documents, hereby proposes to furnish
equipment in accordance with the proposed Contract Documents, within the time set forth therein.
(See Subsection 6.11, Section VI and Attachment A).

GROUP I

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<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>16 ea.</td>
<td>Treadmills</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mfg. ___________________________</td>
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<td></td>
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<td>$_________</td>
<td>$_________</td>
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<tr>
<td>2</td>
<td>1 Lot</td>
<td>Freight, delivery and installation for all units</td>
<td>$_________</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL** $_________

Payment terms:
(ISU's standard payment terms are 5% 15, Net 30. If these terms are not acceptable, please state
your company's payment terms. Terms requiring percentages with orders or prepayments are
unacceptable)

Company can make delivery ____________ days after receipt of an order?

6.2 Company acknowledges receipt of the following Addenda, which are a part of the Contract
Documents: ____________ ____________ ____________ ____________ ____________

6.3 The sections of this proposal listed on the following page represent trade secrets or proprietary
information. Note monetary sections of this proposal cannot be withheld as proprietary
information or trade secrets.
6.4 The undersigned Company provides the following references as who have purchased the product specified in Section III having been provided by the Company within the last three (3) years. ISU reserves the right to check additional sources or make any further investigations deemed necessary as outlined in Subsection 3.6.

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<th>Current Customer Address</th>
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6.5 Company has included a detailed response to subsection 3.4? _____ Yes _____ No.

6.6 Company has included pictures and detailed specifications on the units they are proposing accordance with subsection 3.5. _____ Yes _____ No.

6.7 In accordance with Subsection 3.7, the Company's Contact will be: _______________________

6.8 Company agrees to coordinate delivery with ISU staff in accordance with Subsection 3.8. _____ Yes _____ No.

6.9 In accordance with Subsection 3.9, the Company has included freight cost in the item price or listed it as a separate item on the Form of Proposal. _____ Yes _____ No.

6.10 In accordance with Subsection 3.10, Company has included a copy of each Manufacturer's Warranty and included information on any extended warranty options. _____ Yes _____ No.

6.11 Company states that full compliance with the Contract Documents is maintained in this proposal, unless otherwise stated on Attachment A, submitted in response to this Request For Proposal.

6.12 Company understands that ISU reserves the right to accept or reject any and all proposals, to waive irregularities, defects, or technicalities in any proposal, and accept that proposal(s) in whole or in part that it deems to be in its best interest.

6.13 Company agrees their proposal is an offer to ISU that may not be withdrawn for a period of sixty (60) calendar days after the public opening and reading of proposals.
6.14 Company hereby certifies by signing below: that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; (b) that the Company has not directly or indirectly induced or solicited any other Company to put in a false or sham proposal; (c) that the Company has not solicited or induced any person, firm, or corporation to refrain from proposing; and (d) that the Company has not sought by collusion or kickback to obtain any advantage over any other Company or over ISU.

Company's Business Name

Company's Official Business Address

Federal Employment Identification Number

Company's State or Foreign Country of Residence

Authorized Signature

Name Printed or Typed

Title E-mail Address

Telephone No. Fax No.

Date

Company's representative to contact during normal office hours regarding this proposal

Telephone number of this representative: Email of this representative:

If awarded the contract, purchase orders should be issued to the following company name and address, and contain the following pertinent information:
NOTE: Additional copies may be made as necessary.

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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Signature

Name Printed or Typed

Date