1.0 Introduction:

1.01 Iowa State University, herein also referred to as owner or ISU, is requesting quotes to provide slate shingles for the Memorial Union located on the campus of Iowa State University.

1.02 Questions and comments with reference to this quote may be directed to:

Matt Linder  
Iowa State University  
1340 Administrative Services Building  
2221 Wanda Daley Drive  
Ames, Iowa 50011-1004  
(515) 294-2834  
mjlinder@iastate.edu

1.1 Bidder's Responsibility: Each Bidder by submitting a quote acknowledges its representative has:

1.1.1 Read and completely understands the quote documents, including the Instructions to Bidders, Specifications, and the Form of Quote.

1.1.2 Based the quote upon the materials described.

1.1.3 Failure of the selected vendor to fulfill the provision of Section 1.1 shall in no way relieve the obligation of the vendor to furnish all material, labor and equipment necessary to carry out the provision of the contract, nor shall such failure constitute grounds for extra compensation over the price stated in the accepted quote.

1.2 Receipt and Opening of Quotes

1.2.1 Quotes are to be submitted via email to quotedsk@iastate.edu, via fax to (515) 294-9606 or by mail and labeled “RFQ 63333: Memorial Union Slate Shingles”. Quotes must be received in the ISU Purchasing Department, 1340 Administrative Services Building, 2221 Wanda Daley Drive, Ames, Iowa 50011-1004 by 4:00 P.M. CST on April 12, 2016. Any quotes received after the time specified for the receipt of quotes may not be considered and may be returned unopened.

Quotes which are delivered personally are to be brought to the Purchasing Department receptionist’s desk located at the South entrance of the 1st floor of the Administrative Services Building (ASB). The ASB building is located at the northwest corner of the intersection of Stange Road and Wanda Daley Drive.

1.2.2 Accept/Reject Quotes

A. ISU reserves the right to accept or reject any or all quotes and to waive any irregularities or informalities in price quotes if such waiver does not substantially change the offer or provide a competitive advantage to any Company. Owner reserves the right to negotiate with any offeror(s) considered qualified, to make
award without discussions and to accept any quote deemed to be in Owner's best interest.

B. Quotes may be rejected because of faulty specifications, abandonment of the project, insufficient funds, evidence of unfair procedures, failure to provide quote security when required, evidence of Company's financial instability, or by the Assoc. VP of Business Services or his designee if, in their opinion, the best interests of the University will be served.

1.2.3 No quotes submitted by use of oral, telephonic, telegraphic, or facsimile methods, nor any modifications to previously submitted quotes made by any of these methods, will be considered. If a quote is sent by mail, Company should make allowance for the time required for such transmission.

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

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

1.2.6 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, financial arrangements, and other offers cannot be considered proprietary information.

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

1.2.7 All opened quotes become property of ISU and will not be returned to the offeror.

1.2.8 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.

1.2.9 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.

1.2.10 No quote may be modified or withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receipt of quotes.

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

1.2.12 Failure to comply with the requirements of this RFQ or evidence of unfair procedures is cause for rejection of the quote. Failure to supply information requested is cause for rejection of the RFQ as being non-responsive.

1.2.13 Non-acceptance of a quote will mean that one or more quotes were deemed more advantageous to ISU or that all quotes were rejected. Firms whose quotes are not accepted will be notified after an agreement between ISU and selected Company(s) exist, or after ISU has rejected all quotes.
1.2.14 Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective quote are not desired and may be construed as an indication of the offerors lack of cost consciousness. Elaborate artwork or expensive paper and bindings, are neither necessary nor desired.

1.2.15 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.

1.2.16 Failure of the selected Company to fulfill the provisions of this quote shall in no way relieve the obligation of 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 quote.

1.3 Addenda: Any and all interpretations, corrections, revisions and amendments shall be issued by the ISU Purchasing Department to all holders of proposed Contract Documents in the form of written addenda. Except for addenda modifying the quote due date or canceling the RFQ, such addenda shall be issued so as to be received at least three (3) days prior to the time set for receipt of quotes. All addenda so issued shall become part of the Contract Documents and shall be acknowledged in the Form of Quote.

1.4 Qualifications of Bidder:

1.4.1 ISU shall make such investigations as deemed necessary to determine the ability of Bidder to provide the expected services.

1.4.2 ISU reserves the right to reject any quote if the evidence submitted by or investigation of such Bidder fails to satisfy ISU that said Bidder is properly qualified to carry out the obligations specified herein.

1.5 Formation of Contract: At its option, ISU may take either one of the following actions in order to form an agreement between ISU and the selected Vendor.

1.5.1 Accept a quote as written by issuing a written “Notice of Award” to the selected Vendor, which refers to this RFQ and accepts the quote as submitted. This “Notice of Award” will be in the form of an ISU Purchase Order.

1.5.2 Enter into negotiations with one or more Vendors in an effort to reach a mutually satisfactory agreement, which will be executed by both parties and will be based on this RFQ, the quote submitted by the selected Vendor and the negotiations concerning these. The negotiations will not include any changes to the costs of materials submitted on the “Form of Quote”, unless the negotiations change the material requirements.

1.5.3 ISU reserves the right to award a contract not based on cost alone but on the product which best meets the user’s requirements.

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 Companies and meet the required specifications, according to Iowa Code 73.1.

1.7 Taxes – Federal, State and Local: ISU is exempt from Federal Excise Taxes, State and Local Sales and Use Taxes. A Tax Exemption Certificate will be furnished upon request.

1.8 Exceptions: Bidders wishing to take exception to any terms and conditions of the RFQ should do so on Attachment A of the RFQ. Exceptions must be taken point-by-point. Taking blanket exception
to the terms and conditions may cause ISU to consider your quote as non-responsive and not eligible for award.

1.9 **Vendor Database:** Bidders must have a current vendor application on file in order to receive an award resulting from RFQ. Please visit the vendor application website (shown below) for instructions on the vendor application process.

   [http://www.purchasing.iastate.edu/vendors/process.html](http://www.purchasing.iastate.edu/vendors/process.html)

1.10 **Electronic Copies of the Quote:** Vendors may request electronic copies of the RFQ by contacting Matt Linder at [mjlinder@iastate.edu](mailto:mjlinder@iastate.edu) or by accessing ISU’s bid website at:

   [http://www.purchasing.iastate.edu/vendors/](http://www.purchasing.iastate.edu/vendors/)

1.11 **Evaluation:** ISU reserves the right to award a contract based not only 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 is evaluation process.

   Evaluation of quotes will be based on, but not limited to, the following criteria which are not listed in any particular order of importance:

   1.11.1 Ability of the proposed product to meet the technical specifications listed in Section II.
   1.11.2 Total evaluated cost; including materials, freight, and payment terms.
   1.11.3 Proposed delivery schedule.
   1.11.4 All noted material exceptions to state requirements.
   1.11.5 Warranty.
   1.11.6 Product submittals.
SECTION II
TECHNICAL SPECIFICATIONS

2.1 General Information:

2.1.1 Slate roofing shingle material to allow for construction to occur during the construction season of 2016.

2.1.2 Reference Standards:


2.1.3 Submittals: Product Data: Manufacturer’s data sheets on slate roofing, including material characteristics, application limitations, and recommendations for installation.

2.1.4 Quality Assurance: Source Limitations: Obtain slate required for this project from one (1) quarry for each slate color with adequate resources to assure consistent quality and appearance for the project.

2.1.5 Delivery, Storage, and Handling:

A. Deliver shingles to project site in fabricator’s unopened crates or cartons, clearly labeled and identified, on a flatbed truck with an attached forklift or crane.

B. Handle shingles to avoid chipping, breakage, soiling, or other damage. Protect edges with wood or other cushioning and protective material.

C. Stack skids and slate cartons to distribute weight evenly, and to avoid breakage or cracking.

2.2 Products:

2.2.1 Manufacturers:

A. American Slate Company
   www.americanslate.com

B. Camara Slate Products
   www.camaraslate.com

C. Evergreen Slate Company, Inc.
   www.evergreenslate.com

D. Vermont Structural Slate Company, Inc.
   www.vermontstructuralslate.com

2.2.2 Roofing Materials:

A. Slate Shingles: Hard, dense, sound rock, free of ribbons.

   a. Type: Traditional, drilled or punched with two (2) nail holes per shingle, located for headlap as specified below.
b. **Classification:** Grade S1, expected service life over 75 years, per ASTM C406.

c. **Slate 1:** Thickness: 3/4 inch nominal, 6.67 Square of Royal Purple and 13.33 Square of Unfading Green. This slate is located up the slope from the roof eaves.

d. **Slate 2:** Thickness: 1/2 inch nominal, 23.00 Square of Royal Purple and 46.00 Square of Unfading Green. This slate is the middle section of the roof.

e. **Slate 3:** Thickness: 3/8 inch nominal, 4.67 Square of Royal Purple and 8.33 Square of Unfading Green. This slate is located down from the ridge line.

f. **Ridge Slate Will Match Slate 3:** Thickness: 3/8 inch nominal, 1.30 Square of Royal Purple and 3.00 Square of Unfading Green. This slate is located on the ridge line and ridge of the dormers.

g. **Length:** 16 inches

h. **Headlap:** 3 inches

i. **Exposure:** 6-1/2 inches

j. **Width:** Random, ranging from 6 to 12 inches for slate other than ridge slate which is 8 inches wide.

k. **Butt Shape:** Standard square cut

l. **Color:** Unfading Green for 2/3 of each slate thickness

m. **Color:** Royal Purple for 1/3 of each slate thickness
SECTION III
TERMS AND CONDITIONS

3.1 Assignment: Contract may not be assigned or transferred by either party without the prior written consent of the other party.

3.2 Termination of the Contract:

3.2.1 In any case the Company has failed to provide material of has provided non-conforming material, or any time that the Company fails to carry out its provisions or to make substantial progress under the terms specified, ISU shall provide a Cure Notice. If after notice, Company continues to be in default, ISU may terminate the contract without penalty to ISU.

3.2.2 If Company is adjudged bankrupt of makes a general assignment for the benefit of creditors, if a receiver is appointed on account of Company’s insolvency, ISU may terminate the contract after giving Company notice, without penalty to ISU.

3.2.3 Non-appropriation of Funds: Notwithstanding any other provision 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 of 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 contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change.

3.3 Indemnification: The Company shall indemnify and hold harmless ISU, the State of Iowa and the Board of Regents-State of Iowa from and against any and all loss, costs, damages, expenses and claims incurred by any of them arising from or in connection with injury or death of any person or loss or damage to property owned by a third party cause by the acts or omissions of Company or its employees, agents or subcontractors.

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

3.5 Code of Fair Practice:

3.5.1 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.

3.5.2 In the event of the Company's noncompliance with 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 Bidder 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.

3.6 Contract Changes: 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 evidence by a written amendment to the agreement executed by both parties.
3.7 **Severability of the Contact:** In the event any one or more of the provisions contained in this contract 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 contact, but this contact shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision of this contract 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.

3.8 **Commercial Advertising:** The Company agrees not to use the results of the RFQ, the RFQ process or this contract as part of any commercial advertising without prior written approval of ISU.

3.9 **Remedies Upon Default:** In any case where the Company has failed to deliver services or has delivered nonconforming services, ISU shall provide a Cure notice. If after the Company continues to be in default, ISU may procure substitute services from another source and charge the difference between the contracted price and the market price to the defaulting Company.

3.10 **Force Majeure:** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms provision of this contract are delayed or prevented by a cause not within the control of the party whose performance is interfered with and which by the exercise of reasonable diligence said party is unable to prevent.
SECTION IV
FORM OF QUOTE

RFQ 63333

All prices should include shipping and handling fees. The price you quote will be your delivered price and will be shipped F.O.B. Destination, Freight Allowed.

4.1 Pricing

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<tr>
<th>Item #</th>
<th>Qty (square)</th>
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<th>Expected Delivery Date</th>
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<td>3.00</td>
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<td>6/15/2016</td>
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GRAND TOTAL

4.2 Payment Terms:
Be certain to state your terms of payment. Failure to indicate your terms will mean that if your quote is accepted, Iowa State University will apply a five percent (5%) cash discount for payments made within 15 days of receipt of your invoice in the Purchasing Department or completion of inspection services, whichever is later.

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

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Q63333 – Memorial Union Slate Shingles
4.4 I hereby acknowledge receipt and acceptance of Addenda No(s). ______ & ______

Legal Business Name: _______________________________________________________

Company's Official Business Address: ________________________________________

________________________________________________________________________

Federal Employment Identification Number (FEIN) ______________________________

Authorized Signature: ______________________________________________________

Name Printed or Typed: _____________________________________________________

Title: ________________________________ Date: ________________________________

Telephone No.: ______________________ Fax No.: _____________________________

E-mail Address: ___________________________________________________________
SECTION V
QUOTE COMPLIANCE FORM

Please note: Your quote 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.

Compliance

[ ] Form of Quote (pages 9 and 10) completed and signed by your company’s authorized official.
[ ] Manufacturer’s Data Sheets
[ ] Quote Compliance Form (this page)
[ ] Attachment A (Exceptions)
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

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