IOWA STATE UNIVERSITY

REQUEST FOR PROPOSAL NUMBER 63334

FOR

A MULTI-YEAR ELECTRONICS PARTS CONTRACT

Purchasing Department
1340 Administrative Services Building
Ames, Iowa 50011-3616

March 29, 2016
RFP No. 63334

SECTION I

PROPOSAL INFORMATION AND INSTRUCTIONS

1.0 Introduction This Request for Proposal (RFP) is intended to result in the award of a contract for electronics parts/items for Iowa State University (ISU). ISU will also request in this RFP if the pricing will be made available to other state agencies such as the University of Iowa, the University of Northern Iowa, the Iowa DOT and the Iowa Department of Administrative Services. ISU will be the RFP administrator and will be the eventual contract administrator for any agreement resulting from this RFP.

ISU is interested in contracting with a vendor that can provide a wide variety of electronics parts/items at a significant discount with a fast order to shipment turnaround time. Due to the fact that electronics parts/items are currently purchased through numerous channels, ISU cannot guarantee the resulting contract will be exclusive, but will work with the awarded vendor to promote the contract on ISU’s campus.

ISU will utilize the ESM Solutions software to access the contract pricing and will receive items at multiple locations across campus. Some orders may need to be shipped to off campus locations. This contract will need to integrate with ISU’s ESM Solutions application and will be housed behind the University's employee business Access Plus secure web portal. The Access Plus web portal is only available to staff at ISU.

Interested bidders should have experience working with Universities, providing web catalogs with contract specific pricing, handling electronic ordering and billing, and working with third party catalog management systems.

Bidders should read all proposal materials carefully and note the due date. All questions and comments in reference to this Request for Proposal must be directed to:

Dustin Mohr
Iowa State University
Purchasing Department
1340 Administrative Services Bldg.
2221 Wanda Daley Drive
Ames, IA 50011-1004
Telephone 515-294-4793
dmoehr@iastate.edu

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

1.2 Scope of the Contract The contract for electronics parts/items will be housed on ISU's ESM Solutions application that resides behind a web portal in ISU's Access Plus employee system. This web portal for ordering is named cyBuy. The contracted vendor will work with ISU and ESM Solutions to enable a "punch-out" catalog to be accessed by ISU staff to order items. This site should display ISU's contracted price. The vendor will process orders against a University "ghost" Visa card and submit level III transaction detail back to ISU through their credit card processor. The order number that ISU provides (Release Number) as well as item detail must be a part of that transmission. It is also desired that vendors provide order status, online tracking, favorite items capability and quote to order functionality.

Campus orders will be shipped direct to the department that placed the order. There is to be no bundling of multiple orders. The contracted vendor shall work with ISU staff to promote the contract on campus and
should have a sales rep identified for ISU. ISU may assist in providing training opportunities at the inception of the contract to identify and educate employees in the use and functionality of the catalog.

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

1.3.0 Read and completely understood the proposal documents contained in this RFP. The Proposal Documents shall be defined and consist of this RFP (Proposal Information and Instructions, Contract Information and Specifications, Terms and Conditions of the Contract, Proposal Content, Form of Proposal, Attachment A, and all Exhibits), any subsequent Addenda issued by ISU, and Bidders response to this RFP.

1.3.1 Based their proposal upon the requirements described in the proposed Proposal Documents.

1.4 Receipt and Opening of Quotes

1.4.0 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 April 15, 2016. 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 building 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.

1.4.1 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.

1.4.2 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.

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

1.4.4 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.

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

1.4.7 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.

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

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

1.4.10 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.

1.4.11 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 Bid Documents in the form of written addenda. Except for addenda modifying the proposal due date or canceling the Request for Proposal, such addenda shall be issued so as to be received at least five (5) days prior to the time set for receipt of proposals. All addenda so issued shall become part of the Bid Documents and shall be acknowledged in the Form of Proposal.

1.6 **Exceptions to Contract Documents** Company shall clearly state in the submitted proposal any exceptions to, or deviations from the Contract Information and Specifications (Section II), and any exceptions to the Information and Instructions of the RFP included in Section I and Terms and Conditions of the Contract described in Section III. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on **Attachment A** and returned with the submitted proposal. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected at the sole discretion of ISU. Exceptions not stated on Attachment A will have no effect.

1.7 **Qualification of Company** ISU shall make such investigation 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.

1.8 **Vendor Registration** Bidders must have a current vendor registration on file in order to receive an award resulting from an RFQ/RFP. Please visit the vendor registration website (shown below) for instructions on the vendor registration process.

https://accessplus.iastate.edu/NonAuth/PD10/PD155Vendor.jsp

1.9 **Electronic Copies of the Bid** Vendors may request an editable copy of the RFP by contacting Dustin Mohr at dmoehr@iastate.edu.

1.10 **Proposal Evaluation** The Evaluation Criteria utilized for this Request for Proposal will be based upon, but not limited to, the following criteria which are listed in no particular order:

1.10.1 Breadth of product offering
1.10.2 Proposed pricing model
1.10.3 Experience with online catalogs and catalog management systems
1.10.4 Electronic B2B business experience
1.10.5 Ability to meet delivery requirements
1.10.6 Order fill rate
1.10.7 Average delivery time
1.10.8 Exceptions taken to RFP
1.10.9 Credit card data delivery capability
1.10.10 Reporting capability
1.10.11 Presentations (if needed)
1.10.12 Financial statements (if requested)

1.11 Gratuities  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 prosecuting attorney.

1.12 Proposal Process  Bidders are asked to present their best offer in the proposal response due on April 15, 2016. ISU may elect to accept the best offer proposed at that point and forego further negotiations if all areas that ISU desires are covered in the proposal.

ISU may invite the Companies with the best proposals to do an on-site presentation to fully understand each Company's offer and demonstrate how their site functionality can meet ISU's needs. ISU may then ask the top bidders to resubmit changes to their offers on a designated date. **There is no guarantee that this step will occur, so it is encouraged to put your best offer in your initial response.** After selecting the top proposal, ISU will work with the apparent awarded vendor to come to a final offer and negotiate the Contractual Agreement.

1.13 Formation of Agreement  At its option, ISU may take either of the following actions (1.13.1 or 1.13.2) in order to form an Agreement between ISU and selected Company:

1.13.1 Accept a proposal as written, by issuing a "Notice of Award" to selected Company that incorporates the Contract Documents by reference and accepts all or selected portions of Company's proposal. The "Notice of Award" will be in the form of a Contractual Agreement (also referred to as Agreement), which must be signed by both ISU and Company. Company shall be given thirty (30) days to sign such an Agreement. Delays in finalizing by Company may be viewed as lack of interest by Company in servicing the Agreement and would be grounds for rejecting the proposal.

1.13.2 Enter into negotiations with one or more Companies in an effort to reach a mutually satisfactory Contractual Agreement that will be executed by both ISU and Company based on the proposal submitted by selected Company. These negotiations will not include any changes to the pricing structure submitted in the proposal, unless the negotiations change the requirements. Should ISU and Company be unable to negotiate a mutually acceptable agreement within thirty (30) days of ISU's initiating negotiations, ISU shall have the right to reject the original selected Company's proposal and enter into negotiations with another Company, without penalty to ISU.

1.13.3 ISU reserves the right to award based on the proposal(s) determined to be in the best interest of ISU.

1.14 Proposal Obligations  The Contractual Agreement (Agreement) that may result from award of this RFP shall incorporate the selected Company's proposal, including any clarifications to the proposal(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.
IOWA STATE UNIVERSITY

2.1 Potential Contract Volume ISU is currently utilizing several vendors for electronics parts/items. The intent of this RFP is to establish a University wide contract for electronic parts/items that will offer a wide selection of items at competitive prices so that readily available primary contract pricing can be used. Analysis of the items purchased in the electronics category last year for ISU totaled over $750,000. ISU is not guaranteeing this volume but hopes to move a significant portion of this spend into its contracted electronics vendor portal. Actual contract volume will depend on the competitiveness of the pricing offered.

2.2 Punch-out catalog Company will need to provide a "punch-out" type catalog for ISU. This would be a catalog that is linked from our ESM Solutions portal and would contain ISU's contracted pricing and ideally also show real time availability.

The following items are our desired functionality:

2.2.1 Order Status The Punch-Out catalog should provide a link to order status that allows users to see if the order has been shipped, billed, backordered, etc. Other desirable functions of this link would be the ability to access order confirmation copies, packing slips and invoices for an order. It would also be desired to have a link to UPS, FedEx or other shippers to view the tracking information for shipments.

2.2.2 Favorites The site should be capable of creating favorites lists as well as hotlists or bulk ordering lists. These lists should be identified with the user that is logged in.

2.2.3 Quote to Order It is desired that the site contain "Quote-To-Order" functionality that would enable users to look up a vendor generated quote and drop the items from the quote into a cart for ordering at the quoted price. This is especially desirable for bulk orders where the vendor has given a special discount over and above the contracted pricing.

2.3 Catalog Software Experience Company should have experience working with software providers similar to Sciquest, Ariba, ESM Solutions, etc. ISU is currently utilizing ESM Solutions software to house its catalogs. Experience with this or similar software is desired. Company will be responsible for ensuring that its catalog is functionally compatible with ESM solutions.

2.4 Order Processing ISU will be submitting orders utilizing cXML technology. Company must be capable of receiving cXML orders and responding accordingly. Company will need to provide an email order acknowledgement to the requestor indicated in the cXML order. A sample of a typical cXML order header is included as Exhibit 1 to this RFP.

2.5 Payment Processing ISU will utilize a US Bank ghost card to process payments. Company will be responsible for working with ISU and US Bank to set up processing and ensure that level III detail is received in payment transmissions. ISU will need to receive the following information in the credit card transaction:

Header level Transaction number, Transaction Date, Post Date, Transaction Amount, Vendor Name, Vendor MCC, Vendor City, Vendor State, Release Number, Vendor Order Number

Detail Level (Level III) Release Number, Shipping Amount, Duty Amount, Order Date, Item Description, Item Quantity, Item UOM, Item Unit cost

The Release Number is a six digit purchase order type number that ISU passes with each order.
2.6 **Shipping** All items for campus delivery (Ames address) or outside of campus will be shipped to the address provided in the cXML order. Delivery should be performed by Company or by reliable transport company.

2.7 **Promotion of Contract** Company will be expected to work with ISU Purchasing to promote the contract on campus. Company should be willing to meet with Departments and users on a regular basis to promote the contract to ISU staff.

2.8 **Reporting** Company must report annual sales numbers to Purchasing relative to the contract. Reports should indicate total orders, average order size, products purchased, and total sales at minimum. Quarterly snapshot reports would also be desired. Reports should be delivered to ISU no later than 30 days after each quarter or year end.

2.9 **Product Breadth** Company should carry a wide array of electronics parts/items. Significant changes in product category availability after contract inception may be grounds for termination of the contract.

2.10 **Fill Rate** Company should have a fill rate that averages 90% or more. Products that are in stock should ship the same day if the order is received before Company's order deadline, preferably early afternoon.

2.11 **Average Ship Time** ISU would expect an average ship time of 1-2 days for in-stock items.

2.12 **Substitutions** ISU does not want items substituted for any reason. Punch out catalog should indicate if item is in stock or not. If item is back-ordered, a substitute product should not be shipped if original item becomes unavailable. Company must communicate with end user via email if back-ordered product becomes discontinued so that the user can order a different product on a new order (release).

2.13 **Overnight Shipping** ISU desires to have a mechanism for enabling users to request overnight shipping in emergency situations through your punch-out catalog or via the cXML order transmission from ISU.

2.14 **Performance Review** ISU shall reserve the right to administer performance reviews of the service provided by Company. These reviews may be in the form of spot checks by ISU’s personnel or a survey format completed by our customers. ISU prefers to mutually agree with Company on performance standards and administration of these standards. If a performance review indicated a lack of satisfaction by our personnel or patrons, ISU shall issue a Cure Notice as stated in Section 2.13.3. If Company does not show substantial progress in improving the issue identified in the Cure Notice, then ISU reserves the right to terminate this Contractual Agreement through written notice without penalty. Company's sales representative shall meet with ISU on a regular basis (not less than four (4) times per Contract Year) to review and evaluate the performance of Company and the service standards in effect.

2.15 **Green Practices** ISU is interested in being as efficient as possible regarding delivery and packaging. Company should utilize best practices in regards to minimizing packaging and utilizing efficient transportation methods.

2.16 **Fill Rate** Company should have a fill rate that averages 90% or more. Products that are in stock should ship the same day if the order is received before Company's order deadline, preferably early afternoon.
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SECTION III

TERMS AND CONDITIONS OF THE CONTRACT

The following definitions, terms and conditions will apply to any contract(s) awarded as a result of this RFP. As the Contract Administrator, ISU (referred to in this section as ISU or University) will be the party issuing the contract on behalf of ISU, UNI and any agency that chooses to utilize the contract. All rights granted to ISU in this and subsequent sections will apply equally to all agencies using the contract.

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 University is the contract administrator for this Agreement.

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

**Proposal Documents** The Proposal Documents shall be defined and consist of this RFP (Proposal Information and Conditions, Terms and Conditions of the Contract, Contract Information and Specifications, Proposal Content, Form of Proposal, Attachment A, and all Exhibits as well as any subsequent Addenda issued by ISU, and Company's response to this RFP.

**The Work** The Work comprises the equipment, supplies, vehicles and labor required by the Bid Documents to provide the goods and services.

**Punch-Out Catalog** A term used for a link that accesses the Company's on-line catalog that displays the specific pricing and functions related to the University's contract.

**Ghost Card** A credit card issued by the University in the Company's name only that does not physically exist. The card is utilized only for transactions related to that vendor through a specific on-line system like Sciquest. ISU will utilize the ghost card to submit payment for all Sciquest orders.

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

3.3 Responsibility for Those Performing the Work

3.3.1 Company shall be responsible for the acts and omissions of all Company’s employees, subcontractors, subcontractor’s employees, agents, agent’s employee and all other persons providing services, or supplies associated with the Contractual Agreement.

3.3.2 Company shall at all times enforce strict discipline and good order among the aforementioned personnel and subcontractors personnel (see Section 2.16.1) and shall not employ any unfit person or anyone not skilled in the task assigned.

3.3.3 Incompetent or incorrigible employees shall be prohibited from performing services at ISU's premises without the written consent of ISU.
Immunity from Liability

Every person who is a party to this Agreement is hereby notified and agrees that University, 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.

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 whomsoever, arising out of or otherwise connected with this Agreement, provided 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.

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 2.7 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.

Amendments to the Agreement

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 the Agreement executed by both parties.

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.

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 the ISU Athletic Department and ISU’s Trademark and Licensing Office.

Taxes

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

Access to Company Records/Audits

The Company agrees to keep and provide full access to all records that pertain to University throughout the period that the Agreement remains in effect and for a minimum of seven (7) years after the Agreement is terminated, unless required to retain for a longer period by state or federal statute.
3.12 Term of Agreement  The term of the Agreement shall begin upon signing of the contract and continue until June 30, 2019 unless terminated earlier by any of the provisions in section 3.13. There will be a renewal option for an additional three-year period ending June 30th, 2022 that may be executed by mutual written agreement.

3.13 Termination

3.13.1 This Agreement shall terminate upon expiration of the initial Term or, upon mutual agreement, at the end of the renewal term unless any of the following termination rights are earlier exercised:

3.13.2 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 University, or if Company is otherwise guilty of a substantial violation of the Contract Documents, University may terminate the Agreement after giving Company a minimum thirty (30) days written notice, without penalty to University.

3.13.3 If either party fails to provide services as required by this Agreement, to provide proper materials, or disregards applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over this contract, or otherwise is liable for a material violation of the Agreement after written notice and an opportunity to cure as set forth below, then the non-breaching party may, without prejudice to any right or remedy it may have, terminate the Agreement upon thirty (30) days written notice of termination. The foregoing right to terminate is contingent upon the non-breaching party first having provided a written “Cure Notice” to the breaching party, affording the breaching party thirty (30) days (in the event of non-monetary default) and seven (7) days (in the case of monetary default) in which to cure the default.

3.13.4 University may terminate this Agreement, without penalty, immediately upon written notification should University receive evidence of improprieties, such as but not limited to the misrepresentation of sales figures, revenue distribution, services eligible for invoicing, etc.

3.14 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.

3.15 Insurance

3.15.1 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>
</tbody>
</table>
3.15.2 The State of Iowa, Iowa State University and the Board of Regents, State of Iowa, shall be named on such policies as additional insureds. Prior to providing services under the terms of this Agreement, Company shall provide a Certificate of Insurance evidencing the umbrella liability, general liability, and automotive liability insurance coverage that Company has in effect. Company shall maintain such insurance in effect throughout the duration of the Agreement consistent with all applicable laws and in amounts sufficient to cover any and all claims or actions arising from performance of this Agreement. The certificate shall also provide that should the policy be canceled or materially changed, thirty (30) days written notice prior to the effective date shall be given directly to the Purchasing Department.

3.15.3 Upon notification of award, Certificates of Insurance acceptable to the University shall be addressed to Cory Harms and filed with the Purchasing Department, 3616 Administrative Services Building, Iowa State University, Ames, Iowa 50011-3616, prior to commencement of the Lease. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the University.

3.16 Subcontractors Company is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Agreement must be approved in advance and be acceptable to ISU. ISU will not unreasonably withhold or delay such approval.

3.16.1 Company shall be responsible for the acts and performance of any subcontractor that Company may engage to fulfill any contractual obligations with University. Company shall be responsible for payment to all subcontractors and suppliers.

3.16.2 All services provided for Company by a subcontractor shall be pursuant to an appropriate agreement between Company and subcontractor. The agreement shall contain provisions that (1) preserve and protect the rights of University, and (2) require services be performed in accordance with the requirements of this Contractual Agreement.

3.17 Failure to Enforce ISU shall not be required to enforce any right or remedy available under the contract, however, if ISU elects to waive a right or remedy under this contract, ISU shall not be precluded from asserting said right or remedy thereafter.

3.18 Force Majeure Except as otherwise provided, neither party shall be obligated to perform hereunder, and neither shall be deemed to be in default, if performance is prevented by fire, earthquake, flood, act of God, riot, civil commotion, destruction of the Facilities, or other matter or condition of like nature, or any law, ordinance, rule regulation or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war, or governmental law and regulations. In the event of a labor dispute which lasts more than ten (10) days and which results in a strike, picket, or boycott impacting Company’s ability to provide goods and services pursuant to this Agreement, ISU reserves the right to provide or contract to provide any of the goods and services which Company is not adequately performing hereunder.

3.19 Legal Fees In no event shall either party be liable or responsible for legal fees received by the other party relating to disputes between ISU and Company hereunder.

3.20 Trademarks Company acknowledges that when ISU marks are used, their proposed use must first be approved by ISU’s Trademark and Licensing Office or any designated third party employed by ISU to manage licenses and trademarks for ISU.
3.21 **Non-appropriation of Funds**  Notwithstanding other provisions of this Agreement, if a material amount of funds required for the continued fulfillment of this Agreement are at any time not appropriated, through the failure of the Iowa Legislature to provide, 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. Any amounts due Company, as of the effective date of termination, should be paid to Company by that date.

3.22 **Entire Agreement**  This Agreement and incorporated documents described above constitutes the entire Agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation, or promise with reference to this Agreement, or any purported change in the terms of this Agreement, shall be binding upon either party, unless in writing and signed by authorized representatives of both parties.
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SECTION IV

PROPOSAL CONTENT

This section is designed to help you complete your proposal for submission to ISU. Please include the following information and supplemental items as described below in your proposal response.

4.1 Form of Proposal Form of Proposal, page 17, completed and signed by your Company’s representative.

4.2 Exceptions Company shall clearly state in the submitted proposal any exceptions to, or deviations from the Contract Information and Specifications (Section II), and any exceptions to the provisions, terms, and conditions of this RFP included in Section I and Terms and Conditions of the Contract described in Section III. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on Attachment A and returned with the submitted proposal.

4.3 Company Profile Provide a one-page summary describing Company that includes a brief company history, associations with other accounts of similar size to ISU and Company’s mission statement. Include as Supplement 1 to your RFP response.

4.4 Staff Profile Provide background of the staff that would be associated with ISU’s account should you be awarded this RFP. Include the key personnel that would administer the account including sales rep, IT/B2B contacts, and phone/customer service support. Include as Supplement 2 to your RFP response.

4.5 Punch-Out Catalog Experience Describe your experience utilizing punch-out catalogs. Describe the features you utilize in your site including if you offer order status, tracking information, favorites, hotlists and quote to order functionality. Give examples of clients that you have provided this type of catalog to and how long they have been up in production. Provide a link, if possible, to a sample or test catalog that we can evaluate. Include this information as Supplement 3 to your RFP response.

4.6 Catalog Software Experience Describe your experience working with third party catalog software providers similar to Sciquest, Ariba, Oracle or ESM Solutions. Include information on how many catalog enablements you have done, which type of software was utilized and how long the sites have been in production. Include this information as Supplement 4 to your RFP response.

4.6 References Provide reference contact information from three (3) clients that you currently work with on B2B transactions preferable including punch-out catalogs and electronic invoicing and payment. Include the name and contact information for the client. Also describe the catalog application you provide for the client and how long you have been working with them. A client list may be included with this reference list if available. Include as Supplement 5 of your RFP response.

4.7 Energy Efficiency/Green Practices Please detail the methods you will utilize to minimize packaging, paperwork and efficiently deliver items to campus. Also describe your sustainability and green practices as it relates to your corporate vision. Include this information as Supplement 6 of your RFP response.

4.8 Order Processing/Payment Processing Describe your experience working with cXML orders, processing of payments via a ghost credit card and your capabilities as it relates to transmitting level III data and the information we require as per section 3.5 of this RFP. Include this information as Supplement 7 of your RFP response.

4.9 Shipping Describe your shipping process. Include the locations of warehouses from which items would be shipped to ISU, the normal shipping time after receipt of order, what method and carrier you would utilize to ship items, and the process for dealing with return merchandise, freight damage, etc. Also
include your process for requesting overnight shipping, if available. **Include this information as Supplement 8 of your RFP response.**

4.10 **Promotion of Contract**  
Describe how you would promote your Company and catalog if you were awarded the contract from this RFP. **Include this information as Supplement 9 of your RFP response.**

4.11 **Reporting**  
Describe how your reporting process would work and how often and what type of data you would provide to ISU. Include a sample report if possible. **Include this information as Supplement 10 of your RFP response.**

4.12 **Product Breadth**  
Give a summary of the types of product categories you carry and the total number of items that would be in your online catalog. Provide a link to a sample catalog. **Include this information as Supplement 11 of your RFP response.**

4.13 **Fill Rate/Shipping Time**  
Tell us what your average fill rate is nationally and what minimum fill rate level you believe you can guarantee for a contract. Detail how fill rate is calculated. Also detail when orders should be placed to ship the next day and what the average shipping time would normally be for ISU on-campus orders. **Include this information as Supplement 12 of your RFP response.**

4.14 **Substitutions**  
Explain your policy on substitutions. Can you meet expectations regarding substitutions described in Section 2.12 of this RFP. **Include this information as Supplement 13 of your RFP response.**

4.15 **Pricing Model**  
Describe the discounted pricing that you will offer to ISU if awarded a contract as a result of this RFP. Detail how the pricing is calculated and applied to products or categories. Describe how price is affected by increased volume of other agencies if applicable. The pricing should indicate the cost of goods that would be applicable to any agency awarding. It is ISU's preference that the pricing structure should be a percentage off of manufacturer's list price or your published web price. **Include this information as Supplement 14 of your RFP response.**

4.16 **Sample Pricing/Market Basket**  
In order to provide a comparison of pricing, vendors should see Exhibit 2 (page 20) and price out the 10 items listed with your proposed pricing structure. Please make sure to include pricing at all quantity levels. **Include this information as Supplement 15 of your RFP response.**
RFP No. 63334

SECTION V

FORM OF PROPOSAL

5.1 Company agrees to all Proposal Terms and Conditions contained in Section I of this RFP

Yes  _____  No  _____  Note: If No, please list exceptions on Attachment A (p.20)

5.2 Company agrees, if awarded a contract as a result of this RFP, to all Terms and Conditions of the Contract contained in Section II

Yes  _____  No  _____  Note: If No, please list exceptions on Attachment A (p.20)

5.3 Company agrees, if awarded a contract as a result of this RFP, to all Contract Specifications of the Contract contained in Section III

Yes  _____  No  _____  Note: If No, please list exceptions on Attachment A (p.20)

5.4 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 proposal listed below represent trade secrets or proprietary information.

<table>
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5.5 Agencies Allowed  Indicate below which agencies you are offering the pricing and services to:

____  Iowa State University

____  University of Northern Iowa

____  University of Iowa

____  Iowa school for the Deaf

____  Iowa Braille and Sight Saving School

____  Department of Administrative Services (includes Iowa DOT, Iowa DNR and all other state agencies)
5.6 Vendor Information

Business Name: ________________________________

Federal I.D. Number: ________________________________

Official Address

______________________________________________

______________________________________________

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.

Compliance

[ ] Form of Proposal (page 18-19) completed and signed by your company’s authorized official.
[ ] Bid Compliance Form (this page)
[ ] Attachment A (Exceptions)
[ ] Supplement 1 (Company Profile)
[ ] Supplement 2 (Staff Profile)
[ ] Supplement 3 (Punch-Out Catalog Experience)
[ ] Supplement 4 (Catalog Software Experience)
[ ] Supplement 5 (References)
[ ] Supplement 6 (Energy Efficiency/Green Practices)
[ ] Supplement 7 (Order Processing/Payment Processing)
[ ] Supplement 8 (Shipping)
[ ] Supplement 9 (Delivery)
[ ] Supplement 10 (Promotion of Contract)
[ ] Supplement 11 (Reporting)
[ ] Supplement 12 (Product Breadth)
[ ] Supplement 13 (Fill Rate/Shipping Time)
[ ] Supplement 14 (Substitutions)
[ ] Supplement 15 (Pricing model/Market Basket)
RFP No. 63334

ATTACHMENT A

EXCEPTIONS

Please list any and all exceptions to this RFP 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 RFP
[  ] We have the following exceptions to this RFP

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