IOWA STATE UNIVERSITY

REQUEST FOR QUOTE NUMBER 63341

AUTOCLAVE

ISSUE DATE: April 12, 2016
DUE DATE: April 26, 2016

Purchasing Department
1340 Administrative Services Building
2221 Wanda Daley Drive
Ames, Iowa 50011-1004
1. **Introduction.** Iowa State University is seeking bids for one (1) new Autoclave on behalf of Food Science & Human Nutrition. This autoclave will be shared by all occupants of the Food Science Building on the third floor to sterilize and decontaminate lab items.

ISU is requesting that companies provide information on pricing, warranty, availability and specifications for the requested instrument. Quantities and specifications will be provided in Section II of the bid document.

All questions regarding the process of this RFP/RFQ should be directed to:
Kelly Freel, CPPB
Purchasing Agent IV
Purchasing
515-294-9918
kmfreel@iastate.edu

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

3. **Each Company, by submitting a quote, acknowledges its representative has:**

   A. Read and completely understood the documents contained in this RFQ. The documents shall consist of this RFQ (Quote Information and Instructions, Terms and Conditions of the Contract, Specifications, Form of Bid, Attachment A, any subsequent Addenda issued by ISU, Bidders response to this RFQ, and any purchase order that results from this RFQ.

   B. Based their quote upon the requirements described in the proposed documents.

4. **Receipt and Opening of Quotes.**

   A. **This bid is due April 26, 2016 at 5:00 PM, and can be submitted via facsimile, or to the email address listed below:**

   Iowa State University
   Purchasing Department
   1340 Administrative Services Building
   2221 Wanda Daley Drive
   Ames, IA  50011-3616

   **FAX: 515-294-9606 or EMAIL: Quotedesk@iastate.edu**

   B. 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.

   C. 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.

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

E. 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 Section III, shall relieve ISU personnel from any responsibility, should such information be viewed by the public, a competitor, or be in any way accidentally released.

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

G. 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.

H. 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.

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

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

K. 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.

L. 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.

5. Addenda. Any and all interpretations, corrections, revisions, and amendments shall be issued by the ISU Purchasing Department to all known holders of proposed Contract Documents in the form of written addenda. Except for addenda modifying the quote due date or canceling the Request for Quote, such addenda shall be issued so as to be received at least five (5) days prior to the time set for receipt of quotes. All addenda so issued shall become part of the Contract Documents and shall be acknowledged in the Form of Quote.

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

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

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

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

9. **Electronic Copies of the Bid.** Vendors may request electronic copies of the RFQ by contacting Kelly Freel at kmfreel@iastate.edu.

10. **Presentation/Demonstration.** ISU reserves the right to request an on-site and demonstration (demo) of the products and proposed relationship offered in response to this proposal. ISU reserves the right to waive minor differences in the stated specifications, if through demonstration and/or review of the literature submitted, an offered product is found to be substantially compliant, and its purchase would be in ISUs best interest. Demonstrations will be at no cost to Iowa State University.

11. **Literature.** All offers must include complete literature describing your offer, and provide all relevant technical specifications. Any offer which does not include literature when requested may be considered noncompliant based on an inability to properly evaluate vendor offer.

12. **Gratuities.** The laws of the State of Iowa provide that it is illegal to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee’s acts, opinion, judgement or exercise of discretion with respect to that employee’s duties. Evidence of violation of this statute will be turned over to the proper prosecuting attorney.

13. **Quote Evaluation.** ISU reserves the right to select the instrumentation that best meets the intended research purpose. The Evaluation Criteria utilized for this Request for Quote will be based upon, but not limited to, the following criteria which are listed in no particular order:

   - Total Cost to ISU
   - Delivery schedule ARO
   - Warranty
   - Sales and Support
   - Meeting, or exceeding specifications
   - Installation/training
   - Maintenance/service agreements
1. **Introduction.** Iowa State University is seeking bids for one (1) new Autoclave on behalf of Food Science & Human Nutrition. This autoclave will be shared by all occupants of the Food Science Building on the third floor to sterilize and decontaminate lab items.

   *(Brand Name or Equal: The use of brand name or equal specifications is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Specifications are given as guidelines only; Alternate equipment(s) may vary slightly from given specifications. Alternate units are expected to be close in specifications to desired unit.)*

2. **Specifications.**

   **Autoclave minimum specifications**

<table>
<thead>
<tr>
<th>Option</th>
<th>Provide detail(s) on proposed offered system</th>
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<tr>
<td>□ Minimum interior chamber size 26” x 26” x 49”</td>
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<td>□ Minimum volume 19.2 cubic feet</td>
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<td>□ 316L Stainless steel chamber and jacket</td>
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<td>□ Vertical sliding door</td>
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<td>□ Emergency manual override</td>
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<td>□ Door safety lock</td>
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<td>□ Bottom and upper shelving</td>
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<td>□ Multiple pre-programmed cycles</td>
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<td>□ Up to 3 or more user preference settings</td>
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<td>□ Control panel with touch display</td>
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<td>□ Audio and visual alarms</td>
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<td>□ Steam source</td>
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<td>□ Eco-friendly/Water saving</td>
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<td>□ Ethernet communication port</td>
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<td>□ Installation</td>
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<td>□ Training</td>
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1. Autoclave

[ ] Bidding as specified [ ] Alternate
Brand and model no(s)

2. Cost.

Autoclave

Unit cost \$

How long will Company hold this pricing?

Is freight included in the cost? Yes ________  No ________
If No, what is the estimated freight cost?

3. Installation/Training. ISU is requesting installation of the equipment including uncrating, leveling, utility connections, and user training.

Is installation and training included in the cost of the instrument? Yes ________  No ________
If not, what is the cost of training, and what is included in the training? (e.g.: 1 day training on-site, calibration testing, etc.) Cost $

Description of Training:

4. Provide detailed itemized company quote outlining all items necessary to operate instrument as Supplement 1. Include available attachments for instrumentation on this list.

5. Provide technical literature and/or datasheet specification to include, but not limited to air handling, plumbing, electrical power requirements, temperature range, relative humidity, lighting requirements, and Inlet options as Supplement 2

6. Warranty.

What is the warranty duration?

What does the warranty cover?

Does Company offer an extended warranty? (If yes, include annual cost.)
7. **Service/Preventative Maintenance.**
Does Company offer annual, or multi-year maintenance agreements? Be specific on cost.

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<th>Annual</th>
<th>Multi-Year</th>
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Does company offer additional discount, if maintenance agreement is purchased at time of instrument purchase? Describe.

What is the cost of an **annual preventative maintenance agreement**, and what is included? (e.g.: PM discounted parts, 24/7 technical telephone support, etc.)

What is the cost of a **multi-year preventative maintenance agreement**, and what is included? (e.g.: PM discounted parts, 24/7 technical telephone support, etc.)

Describe in detail the routine and annual preventative maintenance required to maintain the system.

8. **Sales and Support.** Include sales support information within the United States:

<table>
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<th>Time/Days telephone support is available</th>
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If on-site support is provided, hours of operation, and where support person would be dispatched from?

What would be the turnaround time from time of call to time of dispatch to location?

Name and number of dedicated contact dispatch person?

9. **References.** Include 3 references.

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<th>Name</th>
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10. **Proprietary Information.** List all information, or sections that you consider proprietary. Note that pricing and financial arrangements cannot be considered as proprietary information.

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

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11. **Payment Terms.**

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

12. **Delivery/Installation.**

How soon can item(s) be delivered, if a purchase order is awarded? ___________________________

(Be specific on delivery date as this is a key evaluation factor.)

How soon can installation and training take place after delivery? ___________________________

13. **Vendor Information.**

Provide the **Export Control Classification number (ECCN), if any,** for the instrument:

This information is required by ISU for reporting purposes enforced by the Bureau of Industry and Security.

14. **Vendor Information.**

Business Name: ________________________________

Federal I.D. Number: __________________________

Official Address ______________________________

____________________________________________

____________________________________________

____________________________________________

Telephone Number ______________________________

Fax Number ____________________________________

Email _________________________________________

Authorized Signature ___________________________

Typed or Printed Signature _________________________ Date _____________________
1. **Exclusive Agreement** Any purchase order issued as a result of this bid solicitation, constitutes the exclusive agreement between the parties and shall include these terms and conditions when awarded. The terms and conditions cannot be changed without prior written consent of both parties. The laws of the State of Iowa shall apply in all disputes. Unless exceptions are clearly noted in the bid response, the goods shall conform to specifications, drawings, and any other description attached hereto and shall be free from defects in materials and workmanship.

2. **Preservation and Packaging** All items shall be packaged and packed best commercial pack at no additional charge to the University. Such procedure shall require the inclusion of a packing list with each shipment that identifies the contents.

3. **Delivery Schedule** It is understood by the parties hereto that with respect to delivery, time is of the essence. Therefore, failure to deliver procured goods on time may result in termination of the awarded Purchase Order at the option of the University. Where late goods are accepted by the University with or without objections, such acceptance shall not constitute waiver of the requirements of timely performance hereunder when performance is divisible.

4. **Receipt** The University shall be deemed to have received goods procured hereunder when such goods have been deposited at the University’s dock and all bills of lading, or other shipping papers which require signature by the University have been signed.

5. **Acceptance** In spite of receipt, the University shall be deemed to have accepted goods procured hereunder only after actual inspection for conformity or the passage of ten (10) days from receipt, whichever occurs first, unless specific acceptance criteria are attached hereto, which criteria shall take precedence.

6. **Rejection/Termination** All goods procured hereunder are subject to inspection and acceptance by the University. All goods which are rejected for nonconformity are rejected at the Vendor’s expense and shall be returned to Vendor at its risk of loss and expense. In the event of breach by the Vendor of any of the terms and condition of the awarded Purchase Order, the University shall have the right to terminate this agreement by giving oral or written notice to the Vendor. Such notice shall be effective upon actual receipt.

7. **Assignment** All monies due and owing hereunder shall not be assigned to a third party without written consent of both parties.

8. **Warranties** The Vendor expressly warrants that all goods supplied hereunder shall be merchantable within the meaning of Article 2-314 (2) of the Uniform Commercial Code in effect on the date of this order in the State of Iowa. Additionally, the goods shall conform to specifications, drawings, and any other description and shall be free from defects in materials and workmanship.

9. **Taxes** The University is exempt from payment of all federal or state taxes. Exemption certificates will be furnished upon request.

10. **Title to Goods** Vendor warrants that goods offered hereunder are free from all liens, claims, or encumbrances.

11. **Vendor/Contractor Rights Assignments—Antitrust Claims** When awarded, contractor through its duly authorized agent, conveys, sells, assigns, and transfers to Iowa State University and the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws
of the United States and the State of Iowa, relating to the particular goods or services purchased or herein acquired.

12. **Indemnification** To the extent that the goods are not manufactured in accordance with Buyer’s designs, Seller shall defend, indemnify and hold harmless Buyer, Buyer’s assignees, and other users of the goods from and against any claim of infringement of any Letters Patent, Trade names, Trademarks, copyright or Trade secrets by reason of sale or use of any articles purchased hereunder. Buyer shall promptly notify seller of any such claim.


14. **Federal Subcontract** If this agreement constitutes a sub-agreement under a prime contract with a federal agency, the terms and conditions of the prime contract shall prevail.

15. **Hazardous Material** All packaging, transportation and handling of hazardous material shall be in accordance with applicable federal and state regulations including, but not limited to the Material Safety Data Sheet provision of O.S.H.A Hazard Communication Standard 29 CFR 1910, 1200, and the Iowa Administrative Code, Section 530.

16. **Nondiscrimination** Vendor is subject to and must comply with provisions of the Board of Regents, State of Iowa, Equal Opportunity Policy and applicable State and Federal antidiscrimination laws. Vendor shall comply with Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 as supplemented by regulation of 41 CFR parts 60.

17. **Cancellation** Buyer reserves the right to cancel this agreement for convenience by giving Vendor written notification.

18. **Public Records** The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

19. **Clean Air and Water Certification** Vendor certifies that it is in compliance with the Clean Air Act (42 U.S.C. 7401) and the Federal Water Pollution Control Act (33 U.S.C. 1251) as amended, and that its facilities are not on the Environmental Protection Agency (EPA) List of Violating Facilities. Vendor will immediately notify Buyer’s purchasing department of the receipt of any communication indicating that any of the Vendor’s facilities are under consideration to be listed on the EPA List of Violating Facilities.

20. **Debarred, Suspended and Ineligible Status** Vendor certifies that it has not been debarred, suspended, or declared ineligible nor is it included on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689. Vendor will immediately notify Buyer’s purchasing department if Vendor is placed on this list.

21. **Access to Company Records/Audits** Company shall retain all records and provide unlimited access at reasonable times to all accounting records relating to the goods and services furnished during the term of, and for five (5) years after, or longer if required by State or Federal statute to any contract, or order resulting from this bid. ISU reserved the right to audit such records and employ the Auditor of the State of Iowa or other auditors as ISU deems appropriate. Should such audit disclose incorrect billings, or improprieties, ISU reserves the right to charge Company for the cost of the audit, and pursue appropriate reimbursement.
Evidence of criminal intent will be turned over to the proper authority.

22. **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.

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

24. **Delivery**  Delivery must be accurately quoted as it may be a consideration in making an award.

25. **Termination/Rejection**  All goods which are rejected for nonconformity with the terms and conditions of this agreement are rejected at Vendor’s expense and shall be returned at Vendor’s risk of loss and expense. Buyer reserves the right to terminate for nonconformity.

26. **Remedies Upon Default**  In any case where the vendor has failed to deliver or has delivered nonconforming goods or services, ISU shall provide a Cure Notice. If after notice the vendor continues to be in default, ISU may procure goods or services and substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. ISU Purchasing will assess a five percent (5%) administration fee for any adjustments or credits made as compensation for the vendor’s failure to perform. The Attorney General shall be requested to make collection from the defaulting vendor.

27. **Acts of God**  Whenever a vendor’s place of business, mode of delivery or source of supply has been disrupted by strike, or act of God, or any other disruption, it shall be the responsibility of the vendor to promptly advise the Purchasing Department. ISU may elect to cancel all orders on file with the vendor and place the order with another vendor.

28. **Non-appropriation of Funds**  Notwithstanding other provisions of this Contract, if funds anticipated for the fulfillment of this agreement are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the federal government to provide funds or the program under which funds were provided is altered, then ISU shall have the right to terminate this agreement without penalty by giving not less than thirty (30) days written notice.

29. **FOB**  All quotes must be F.O.B. Destination, or exact freight charges must be quoted as a separate item on the Form of Bid.

30. **ENERGY STAR®**  Iowa State University purchases ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this solicitation is for a product in a category for which ENERGY STAR® or certified products are available, submit evidence of the ENERGY STAR® status or certification for the products you are bidding.
31. **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.

32. **Statement of Current Manufacture.** In submitting this response, the vendor warrants that the items offered are new and represents the most recent model currently being sold, unless demo or used equipment is offered as an alternate, and clearly identified as such.
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

[ ] Specifications (page 5)
[ ] Form of Bid (pages 7-8) completed and signed by your company's authorized official.
[ ] Bid Compliance Form (this page)
[ ] Supplement 1 (Company Itemized quote)
[ ] Supplement 2 (Technical Literature and/or Datasheet)
[ ] Attachment A (Exceptions)
[ ] Attachment B (Sustainability Questionnaire)
[ ] Attachment C (Environmental Requirements)
RFQ No. 63341  
ATTACHMENT A  
EXCEPTIONS

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

**Check one of the following:**

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

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Iowa State University is involved with several initiatives to improve sustainability. Bidders must provide a response to all sections that appear below.

1. **Product’s Country of Origin:** State the country (or countries) of origin for the products purchased on the order. U.S. Free Trade Zone products must be listed as the country in which they were manufactured (i.e. where the free trade zone was established):
   - □ Peoples Republic of China  □ Taiwan (Republic of China)
   - □ Indonesia  □ United States
   - □ Germany  □ Great Brittan
   - □ France  □ Mexico
   - □ Japan  □ Other ____________________________

2. **Vendor’s Shipping Point:** The products purchased on this order will ship from:

   ____________________________  ____________________________  ______________________
   Country  City  State (USA only)

3. **Total Shipping Weight** ____________________________

4. **Add additional shipping points if applicable.** ____________________________

5. **Mode of Transportation to ISU from vendor’s facility:** Indicate the primary mode of transportation used for shipment (i.e. that will be used for the greater distance.) If you use an express carrier or Postal Service ISU will determine the mode:
   - □ Air freight  □ Ocean Surface transport
   - □ Rail  □ Motor Carrier
   - □ Express Carrier (i.e. Fed X, UPS, etc)  □ United States Postal Service.

6. **Packaging:** The product(s) on this order will be shipped in [check all that apply]:
   - □ Bio-degradable packaging
   - □ Packaging materials are made from 100% post-consumer recycled products
   - □ Packaging materials are made from corn or plant based products
   - □ Packaging Materials can be recycled
   - □ Packaging materials are non-toxic
   - □ Packaging materials are reusable
   - □ Packaging consists of virgin materials
7. **Energy Consumption:** The product or a portion of products in this order are rated for the following energy efficiency programs:
   - [ ] **Energy Star** rated as certified by the Federal Energy Management Program
   - [ ] Electronic Product Environmental Assessment Tool (EPEAT) Bronze
   - [ ] Electronic Product Environmental Assessment Tool (EPEAT) Silver
   - [ ] Electronic Product Environmental Assessment Tool (EPEAT) Gold
   - [ ] Other Nationally or internationally recognized energy efficiency rating:

   ____________________________________________________________

   ____________________________________________________________

   □ Products are not energy efficiency rated.

8. **Product's Recycled Content:** The product or a portion of products in this order have the following recycled material content:
   - [ ] Recycled steel content: state percentage _____%
   - [ ] Recycled plastic content: state percentage _____%
   - [ ] Recycled rubber content: state percentage _____%
   - [ ] Recycled wood products: state percentage _____%
   - [ ] Other recycled content: state type and percentage

   ____________________________________________________________

   ____________________________________________________________

   □ Product(s) contain no recycled content

9. **Product's Green Certification:** The product or a portion of products in this order have the following Green Certifications:

   ____________________________________________________________

   ____________________________________________________________

   ____________________________________________________________

   □ Product does not have a Green Certification
Environmental Requirements

List all environmental and physical requirements for each of the instrument(s) being offered:

Temperature range

Relative humidity

Space requirements:

A. Floor space

B. Ceiling height ( )

Physical dimensions:

Size of largest piece of hardware:

High X Wide X Deep

Weight of largest piece of hardware:

lfs.

Minimum size of doorway to accommodate entry:

High X Wide X Deep

Electrical power (total system, ):

Voltage

Wattage

Amps

Floor load capacity, total system:

Floor load capacity:

Additional environmental requirements:

NOTE: Bids may not be considered complete unless this form is completed, and returned with your offer.