IOWA STATE UNIVERSITY
REQUEST FOR QUOTATION NO. 63344

SECTION I
INSTRUCTIONS AND CONDITIONS

Iowa State University (ISU) is seeking bids from qualified companies for Valmont Structures light poles and bases, & KIM Lighting light poles and fixtures, and LED retrofit kits for parking lots/sidewalks on the ISU campus. By submitting a bid the Company agrees to all the terms and conditions in this Request for Quotation (RFQ) unless specified in the exceptions on Attachment A.

1.1 Questions and comments Questions and comments concerning the bid document or purchasing process may be directed to:

Wendy Foster
Purchasing Department
3616 Administrative Services Building
Ames, Iowa 50011-3616
Phone: (515) 294-8806
Fax: (515) 294-9606
Email: wkfoster@iastate.edu

1.2 Bidder’s Representation Each Bidder, by submitting a quotation, represents that Bidder has:

1.2.1 Read and completely understands the bid documents, including the Instructions to Bidders, Specifications, and the Form of Bid.

1.2.2 Base the bid upon the services/materials described (where provided in the bid documents).

1.2.3 Promptly notify ISU of any ambiguity, inconsistency or error that Company discovered upon examination of the bid document.

1.3 Receipt and Opening of Quotes

1.3.1 Bids are to be submitted to the Iowa State University Purchasing Department, 3616 Administrative Services Building, Ames, IA 50011-3616, by 4:00 p.m., on April 15, 2016. Bids may be also be faxed (515)-294-9606 or emailed to quotedsk@iastate.edu. Bids received after the time for closing may not be opened. Returned bid offers should include the, Form of Bid (Section IV), and Exceptions (Attachment A).

1.3.2 ISU reserves the right to accept or reject any or all bids and to waive any irregularities or informalities in bids if such waiver does not substantially change the offer or provide a competitive advantage to any Company.

1.3.3 A legally authorized representative of the Company shall sign the bid. Any unsigned bid may be determined to be non-compliant. Bid not submitted on ISU bid form(s) may not be considered.
1.3.4 This Request for Bid does not commit ISU to make an award, nor will ISU pay any costs incurred in the preparation and submission of bids, or costs incurred in making necessary studies for the preparation of bids.

1.4 Formation of Agreement At its option, ISU may take either of the following actions in order to form an Agreement between ISU and selected bidder.

1.4.1 Accept a bid, as written, by issuing a written "Notice of Award" to selected bidder that incorporates the Bid Documents by reference and accepts all or selected portions of bidders’ bid. The "Notice of Award" will be in the form of an ISU contract.

1.4.2 Enter into negotiations with one or more of the bidders in a effort to reach a mutually satisfactory agreement, which will be executed by both parties and will be based on the Contract Documents, the bid submitted by the selected bidder and associated negotiations. These negotiations will not include any changes to the costs submitted on the "Form of Bid", unless the negotiations change the requirements.

1.4.3 Because ISU may use the option explained in 1.4.1 to award this contract, each bidder shall include within its written bid all requirements terms or conditions it may have, and shall not assume that an opportunity will exist to add such matters after the bid has been submitted.

1.5 Award ISU may choose to not award, award to one vendor, or split award among several vendors depending on what is in the best interest of the university.

1.6 Payment Terms ISU’s standard payment terms are 5%15N30. If Company's terms differ from this, then state your payment terms on your bid response. COD and prepayments are not acceptable.

1.7 Qualification of Bidder

1.7.1 ISU shall make such investigations as deemed necessary to determine the ability of the bidder to provide the specified equipment and perform the services requested in a workmanlike manner.

1.7.2 ISU reserves the right to reject any proposal 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 of the contract.

1.8 Vendor Database: Bidders must have a current and complete 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

1.9 Contract Provisions by Reference It is mutually agreed by and between Owner and Company that acceptance of Company’s offer by the issuance of written notification shall create a contractual agreement between the parties thereto containing all terms and conditions of this Request for Quotation and Company's bid, except as amended by mutual agreement. Company shall clearly state in the submitted bid any exceptions to or deviations from these specifications or terms and conditions. Such exceptions or deviations will be considered in evaluating the bids. (See Attachment A.)

1.10 Addenda Any and all interpretations, corrections, revisions, and amendments shall be issued by the ISU Purchasing Department to all known holders of Quote Documents in the form of written addenda. Except for addenda modifying the bid due date or canceling the Request for Quote, such addenda shall be issued so as to be received prior to the time set for receipt of bids.
All addenda so issued shall become part of the quote documents and shall be acknowledged in the Form of Bid.

1.11 Tie Proposals The Purchasing Department will resolve tie proposals that are equal in all respects and tied in price by drawing lots. Whenever practical, the drawing will be held in the presence of the Companies who are tied in price. However, if this is not possible, the drawing will be made in front of at least three (3) persons and said drawing documented.

1.12 Award of Contract Contract shall be considered awarded when the successful Company is served written notice by ISU. Written notice may be in the form of an ISU purchase order or written contract.

1.13 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 of to that employee's duties.

1.14 F.O.B All proposals shall be FOB Destination, Freight allowed.

1.15 Invoices Invoices will be sent to: Iowa State Purchasing Payables, 3617 Administrative Services Bldg, Ames, IA 50010. Invoices may also be emailed to invoices@iastate.edu. All invoices should be clearly marked with ISU Purchaser Order/Contractor order number.

1.16 Errors in Proposals In the event of a discrepancy between a unit price and its extension, the unit price will govern.

1.17 Iowa Preference Preference shall be given to purchasing from Iowa based businesses if the offers submitted are comparable in price to those submitted by other suppliers and meet the required specifications/scope of work, state of Iowa §§73.1.

1.18 Taxes—Federal, State, & Local ISU is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on the Company's employee's wages. ISU is exempt from State & Local taxes and use taxes on the services & materials when purchased separately.

1.19 Number of bids Bids can be submitted electronically (by email) to the ISU quote desk. If submitting a bid by mail, please send one (1) original paper copy and one (1) electronic copy (cd or thumb drive) by the date listed above.

1.19 Evaluation Request for Quotation No. 63344 shall be evaluated on the following (which are in no particular order):

- Compliance with all terms and conditions & specifications
- Noted exceptions
- Overall Cost
- Delivery dates/lead time
SECTION II
SPECIFICATIONS

2.1 Iowa State University is seeking bids on Valmont Structures light poles and bases & KIM Lighting light poles and fixtures, and LED retrofit kits for parking lots/sidewalks on the ISU campus.

2.2 All deliveries will be made to:

General Services Building
700 Wallace Rd.
Material Stores
Ames, IA 50010

2.3 Pricing must be held firm for 90 days.

2.4 Items to be delivered by no later than July 22, 2016.

2.5 Items

Street Light Poles

Item #1 5 Each- Valmont Structures, light pole and arm, design series # DS50, model # R750A270-8S-FP-DB. Pole to be 30 foot nominal mounting height, round tapered steel, dark bronze finish with top cover, 10.5’ bolt circle pattern; includes one 8 ft. arm and base plate anchor bolt nut covers. No substitutions allowed.

Item #2 5 Each- Valmont Structures, light pole and arm, design series # DS70, model # R800A270-15S-FP-DB. Pole to be 30 foot nominal mounting height, round tapered steel, dark bronze finish with top cover, 11” bolt circle pattern; includes one 15 ft. arm and base plate anchor bolt nut covers. No substitutions allowed.

Item #3 5 Each- Valmont Structures, light pole base, model # TB2-17/M104. Pole base shall be dark bronze painted aluminum, with standard access door, and associated hardware. No substitutions allowed.

Item #4 5 Each- Valmont Structures, light pole base, model # TB1-17/M093. Pole base shall be dark bronze painted aluminum, with standard access door, and associated hardware. No substitutions allowed.

Parking Lot Lights and Poles

Item #5 10 Each- KIM LIGHTING fixture and pole, part # ETO/1A/ET2/P35/96L/4K/208 VOLTAGE/DB/A-25-W/PICOPRISM (luminaire), with KSS30-5180/A/DB-P (pole). Luminaire to be Entablature LED series with type 2 lighting distribution, type 1A single head mounting, 96 LEDs, 4000K color temperature, 120-277 volt driver, 350mA drive current, dark bronze finish with photocell receptacle. Pole to be 30 foot non-tapered, 5 inch square, 7 gauge steel, 11 inch bolt circle base, dark bronze finish with top cover, base cover, bolt template for mounting one luminaire, and anchor bolts. No substitutions allowed.

Item #6 5 Each (total of 10 fixtures) - KIM LIGHTING fixture and pole, part # ETO/2B/ET2/P35/96L/4K/208 VOLTAGE/DB/A-25-W/PICOPRISM (luminares), with KSS30-5180/B/DB-P (pole). Luminaries to be Entablature LED series with type 2 lighting distribution, type 2B double head mounting at 180 degrees, 96 LEDs, 4000K color temperature, 120-277 volt driver, 350mA drive current, dark bronze finish with photocell receptacle on one fixture and the second connected as a slave unit. Pole to be 30 foot non-tapered, 5 inch square, 7 gauge steel, 11 inch
bolt circle base, dark bronze finish with top cover, base cover, bolt template for mounting two luminaries, and anchor bolts. No substitutions allowed.

Sidewalk Lights and Poles

Item #7 20 Each- KIM LIGHTING fixture and pole, part # ETO/1A/ET2/P35/60L/4K/208 VOLTAGE/DB/A-25-W/PICOPRISM (luminaire), with PSA14-4125/A,DB-P (pole). Luminaire to be Entablature LED series with type 2 lighting distribution, type 1A single head mounting, 60 LEDs, 4000K color temperature, 120-277 volt driver, 350mA drive current, dark bronze finish with photocell receptacle. Pole to be 14 foot non-tapered, 4 inch square, aluminum, 11 inch bolt circle base, dark bronze finish with top cover, base cover, bolt template for mounting one luminaire, and anchor bolts. No substitutions allowed.

LED Retrofit Kits

Item #8 25 each- KIM LIGHTING PicoPrism LED retrofit kit, part # ET-LED-KIT-2/P35/60L/4K/208 VOLTAGE. Luminaire to be PicoPrism retrofit kit to replace existing KIM Entablature series high pressure sodium lamp and ballast, type 2 lighting distribution, 60 LEDs, 4000K color temperature, 120-277 volt driver, 350mA drive current. No substitutions allowed.

Item #9 10 Each- KIM LIGHTING PicoPrism LED retrofit kit, part # ET-LED-KIT-2/P35/96L/4K/208 VOLTAGE. Luminaire to be PicoPrism retrofit kit to replace existing KIM Entablature series high pressure sodium lamp and ballast, type 2 lighting distribution, 96 LEDs, 4000K color temperature, 120-277 volt driver, 350mA drive current. No substitutions allowed.

Item #10 25 Each- Innovative Lighting LED retrofit kit, part # EF2-U-42-3-N-2 and custom adapter plate for existing KIM Lighting fixture EKG-501 housing. Luminaire to be EcoBrite retrofit kit to replace existing KIM EKG series high pressure sodium lamp and ballast, type 2 lighting distribution, 42 LEDs, 4000K color temperature, 120-277 volt driver, 350mA drive current. No substitutions allowed.

Item #11 10 Each- Innovative Lighting LED retrofit kit, part # EF2-U-90-3-N-2 and custom adapter plate for existing KIM Lighting fixture EKG-501 housing. Luminaire to be EcoBrite retrofit kit to replace existing KIM EKG series high pressure sodium lamp and ballast, type 2 lighting distribution, 90 LEDs, 4000K color temperature, 120-277 volt driver, 350mA drive current. No substitutions allowed.
SECTION III
GENERAL TERMS AND CONDITIONS

3.1 Commercial Advertising  Company agrees not to use the results, the name of Owner, or the mark of Iowa State University as a part of any commercial advertising, without prior approval of Owner.

3.2 Laws  Terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the contract shall be instituted in the appropriate courts in the State of Iowa.

3.3 Assignment  The contract may not be assigned or transferred in whole or in part by either party without the prior written consent of the other party and the bonding company, if appropriate.

3.4 Code of Fair Practice

3.4.1 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. 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. In performance of this contract, Company shall comply with provisions stipulated in Executive Order 11246.

3.4.2 In the event of Company's noncompliance with the above 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 Company may be declared ineligible for further contracts with the Board of Regent Institutions. In addition the Board of Regents, State of Iowa, may take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the Code of Iowa.

3.5 Termination

3.5.1 Owner may terminate the contract at any time that Company fails to carry out its provisions or to make substantial progress under the terms specified in the Agreement.

3.5.2 With the mutual agreement of both parties, upon receipt and acceptance of not less than forty-five (45) days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

3.5.3 Owner may terminate this agreement, without penalty, immediately upon written notification, should Owner receive evidence of improprieties, such as but not limited to the misrepresentation of services eligible for invoicing.

3.5.4 If Company is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of Company’s insolvency or if Company repeatedly refuses or fails to supply enough employees or management staff, or is otherwise guilty of a substantial violation of the contractual documents, then Owner may, after giving Company thirty (30) days written notice, terminate this agreement, without penalty to Owner.

3.5.5 Owner may terminate without penalty to owner upon expiration of initial term or at the end of each individual term of contract with 30 days written notice.

3.5.6 Termination - Nonappropriation of Funds  Notwithstanding any other provisions 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 or
the Federal government to provide funds, or the program under which funds were
provided is altered, then Owner 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. Should the contract be terminated due to lack of
appropriations or funding, and subsequently should an appropriation to cover the costs
of this contract become available within sixty (60) days after the date of termination
under this clause, Owner agrees to re-establish a contract with Company whose
contract was terminated under the same provisions, terms, conditions, and pricing
arrangements of the original contract.

3.6  Remedies upon Default  In any case where Company has failed to deliver or has delivered
nonconforming goods or services, Owner shall provide a written Cure notice stating Owner’s
dissatisfaction/concerns and Owner expects these concerns to be corrected. If after 30 days
written notice Company continues to be in default, the Iowa State University Purchasing
Department may cancel the contract and re-bid without penalty.

3.7  Indemnification  Company agrees to jointly and severally indemnify and hold Iowa State
University, its agents, successors and assigns, harmless from and against all liability, loss,
damage or expense, including reasonable attorney's fees that the State may incur or sustain by
reason of the failure of Company to fully perform and comply with the terms and obligations of the
contract.

3.8  Acts of God  Whenever a Company's place of business, mode of delivery or source of
supply has been disrupted by strike, or act of God, it shall be the responsibility of Company to
promptly advise Owner. Owner may elect to terminate the Agreement and contract with another
Company without subsequent penalty to Owner.

3.9  Severability of the Contract  In the event any one or more of the provisions contained in
this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect,
such invalidity, illegality, or unenforceability shall not affect any other provision of this agreement,
but this agreement shall be construed as if such invalid or unenforceable provision had never
been contained. Further, in the event that any provision of this agreement shall be held to be
unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such
provision shall be deemed to be amended to the minimum extent necessary to render it
enforceable under the laws of the jurisdiction in which enforcement is sought.

3.10 Additional Documents to the Contract  When awarded, each of the parties to any
resulting contract agrees to execute and deliver such additional and further documents and
instruments as may be necessary or appropriate to carry out the intents and purposes of this
agreement.

3.11 Amendments to the Contract  This contract 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.

3.12 Owner's Right to Withhold Certain Amounts and Make Application Thereof  Owner may
withhold from payment to Company, in such an amount or amounts as may be necessary to cover:

3.12.1 Payments that may be earned or due for justified third party claims associated with labor,
services, equipment, or materials furnished.

3.12.2 For defective service and/or equipment not provided or not remedied.
3.13 **Failure to Enforce**  Owner shall not be required to enforce any right or remedy available under the contract, however, if Owner elects to waive a right or remedy under this contract, that party shall not be precluded from asserting said right or remedy thereafter.

3.14 **Proprietary Information**  The laws of the State of Iowa require the contents of all bids 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 bid. Bids 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 bid in the space provided on 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.
SECTION IV
FORM OF BID

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

3.1 Pricing

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Price</th>
<th>Qty</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Valmont Structures, pole &amp; arm, series # DS50, model # R750A270-8S-FP-DB</td>
<td>$_______</td>
<td>5</td>
<td>$_______</td>
</tr>
<tr>
<td>2</td>
<td>Valmont Structures, pole &amp; arm, series # DS70, model # R800A270-15S-FP-DB</td>
<td>$_______</td>
<td>5</td>
<td>$_______</td>
</tr>
<tr>
<td>3</td>
<td>Valmont Structures, light pole base, # TB2-17/M104</td>
<td>$_______</td>
<td>5</td>
<td>$_______</td>
</tr>
<tr>
<td>4</td>
<td>Valmont Structures, light pole base, # TB1-17/M093</td>
<td>$_______</td>
<td>5</td>
<td>$_______</td>
</tr>
<tr>
<td>5</td>
<td>Kim Lighting fixture &amp; pole, # ETO/1A/ET2/P35/96L/4K/208 VOLTAGE/DB/A-25-W/PICOPRISM (luminaire), with KSS30-5180/A/DB-P (pole)</td>
<td>$_______</td>
<td>10</td>
<td>$_______</td>
</tr>
<tr>
<td>6</td>
<td>Kim Lighting fixture &amp; pole, # ETO/2B/ET2/P35/96L/4K/208 VOLTAGE/DB/A-25-W/PICOPRISM (luminaire), with KSS30-5180/B/DB-P (pole)</td>
<td>$_______</td>
<td>5</td>
<td>$_______</td>
</tr>
<tr>
<td>7</td>
<td>Kim Lighting fixture &amp; pole, # ETO/1A/ET2/P35/60L/4K/208 VOLTAGE/DB/A-25-W/PICOPRISM (luminaire), with PSA14-4125/A/DB-P (pole),</td>
<td>$_______</td>
<td>20</td>
<td>$_______</td>
</tr>
<tr>
<td>8</td>
<td>Kim Lighting PicoPrism LED retrofit kit, part # ET-LED-KIT-2/P35/60L/4K/208V</td>
<td>$_______</td>
<td>25</td>
<td>$_______</td>
</tr>
<tr>
<td>9</td>
<td>Kim Lighting PicoPrism LED retrofit kit, part # ET-LED-KIT-2/P35/96L/4K/208V</td>
<td>$_______</td>
<td>10</td>
<td>$_______</td>
</tr>
<tr>
<td>10</td>
<td>Innovative lighting LED retrofit kit, part # EF2-U-42-3-N-2 and custom adapter plate for existing KIM lighting fixture EKG-501 housing</td>
<td>$_______</td>
<td>25</td>
<td>$_______</td>
</tr>
<tr>
<td>11</td>
<td>Innovative Lighting LED retrofit kit, part # EF2-U-90-3-N-2 and custom adapter plate for existing KIM Lighting fixture EKG-501 housing</td>
<td>$_______</td>
<td>10</td>
<td>$_______</td>
</tr>
</tbody>
</table>

Total $_______

***No substitutions allowed

3.2 Payment Terms

(Properly state your terms of payment above. Failure to indicate your terms will mean that if your bid is accepted, Iowa State University will apply a five percent (5%) discount for payments made within 15 days of your invoice being received in Purchasing Department or delivery of specific items, whichever is later.)

3.3 Delivery of products to ISU, Ames, IA (after order) by _______________________.

Q63344 Valmont/Kim parking lots fixtures
### 3.4 Warranty

<table>
<thead>
<tr>
<th>Section</th>
<th>Page No.</th>
</tr>
</thead>
</table>

### 3.5 The sections of this bid listed below represent trade secrets or proprietary information.

<table>
<thead>
<tr>
<th>Section</th>
<th>Page No.</th>
</tr>
</thead>
</table>

Please complete the following:

- **Legal Business Name:** ____________________________________________________________
- **Official Address:** ________________________________________________________________
- **Federal Employment Identification No. (FEIN):** ______________________________________
- **Authorized Signature:** __________________________________________________________
- **Name Printed or Typed:** ___________________________ **Date:** ________________________
- **Title:** ____________________________
- **Telephone No.:** ___________________________ **Fax No.:** ___________________________
- **E-mail Address:** _________________________________________________________________
ATTACHMENT A
EXCEPTIONS

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

*Please check one of the following:*

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

<table>
<thead>
<tr>
<th>Page Number</th>
<th>Section</th>
<th>Exception</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>