

Iowa State University - Instructions

1. Definitions.

University	University or ISU is Iowa State University of Science and Technology.
Contractor	Contractor refers to the individual or entity that is proposing or offering to contract for goods or services in the Proposal and is identified in the Offer Form.
Contract	Contract will be an ISU issued purchase order and/or a contractual agreement that would be signed by the awarded contractor and an authorized representative of the University.
RFP/RFQ Documents	All documents issued or posted to the ISU Procurement Services website that pertain to this RFP/RFQ. This could include original bid documents, addenda, exhibits, plans, etc.
Proposal	All documents submitted by the Contractor as a response to the RFP/RFQ in accordance with the RFP/RFQ requirements.
University Representative	University Representative is the individual identified on the Overview and General Information page of this RFP/RFQ.
Work	Construction related projects and deliverables that will be performed by Contractor in accordance with this RFP/RFQ.

2. Inquiries.

- (a) Contractor should direct any inquiries concerning this RFP/RFQ to the University Representative. Contractor may not communicate about the subject of the RFP/RFQ with any other University employee without the permission of the University Representative.
- (b) Oral statements made by the University Representative or other University employees interpreting, correcting, revising or amending the RFP/RFQ documents shall not be deemed part of the RFP/RFQ documents and are not binding. The University Representative shall issue any interpretations, corrections, revisions, and amendments in the form of written addenda, which will be sent to all known recipients of the RFP/RFQ documents. Except for addenda modifying the proposal due date or canceling the RFP/RFQ, such addenda shall be issued so as to be received at least five calendar days prior to the time set for receipt of proposals. All addenda so issued shall become part of the RFP/RFQ documents and shall be acknowledged in the Offer Form. University may issue an addenda in a shorter time frame if in the best interest of University.

3. Proposal Submission.

- (a) Contractor must read the RFP/RFQ documents in their entirety and comply with the requirements of the RFP/RFQ documents. Contractor must promptly notify the University Representative of any ambiguity, inconsistency or error that Contractor discovers in the RFP/RFQ documents. University may reject proposals that fail to comply with the requirements of the RFP/RFQ documents.
- (b) Contractor must identify on the Offer Form all parties who will be involved with performance of the

Contract. By submitting the Proposal, Contractor warrants that all such parties have received a copy of the RFP/RFQ documents and that the Proposal is acceptable to these parties.

- (c) Contractor must clearly state in the Exceptions Form any exceptions to or deviations from the RFP/RFQ documents. Exceptions taken to the RFP/RFQ documents may cause the Proposal to be rejected at the sole discretion of University. Any terms in the RFP/RFQ documents to which Contractor does not take exception on the Exception Form shall be binding and any subsequent objections to those terms shall have no effect.
- (d) A representative of Contractor who is authorized to agree to the terms in the RFP/RFQ documents and to offer the pricing and make the representations about Contractor's products and services in the Proposal must sign the Proposal.
- (e) Contractor is responsible for any costs incurred in the preparation and submission of the Proposal and any travel and personnel expenses associated with its on-site presentations or demonstrations or other trips related to the RFP/RFQ. ISU has no responsibility for such costs or expenses even if ISU should elect not to make an award.

4. Withdrawal and Resubmission of Proposals.

- (a) Prior to the date and time designated for receipt of proposals, Contractor may withdraw a Proposal only by submitting written notice to the University Representative. Such notice must be received by the University Representative prior to the designated date and time for receipt of proposals.
- (b) Contractor may resubmit a withdrawn Proposal up to the time designated for receipt of proposals provided that the resubmitted Proposal complies with the RFP/RFQ documents.
- (c) Contractor may not withdraw its Proposal for a period of ninety calendar days after the time designated for receipt of proposals unless the Proposal contains an obvious and documented error for which it would be a manifest injustice to require Contractor to perform pursuant to such terms.

5. Acceptance of Proposals and Award of Contract.

- (a) The RFP/RFQ does not commit University to award a Contract. If University elects to award a Contract, it will do so based on the criteria set forth in the RFP/RFQ documents. University is not required to purchase the lowest priced goods or inferior or substandard goods. University may make multiple awards if University determines it is in its best interest to do so.
- (b) University may accept or reject any or all proposals.
- (c) University may request from Contractor additional documents or Proposal clarifications after the due date and time for proposal submission. University may also request Contractor to make an on-site presentation/demonstration. University may reject the Proposal if Contractor fails to provide the additional documents or clarifications or participate in the on-site presentation/demonstration.
- (d) University may waive any irregularities, technicalities, or informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any contractor. University may accept deviations from the specifications in the RFP/RFQ documents if through information submitted or demonstrations University determines that the offered product or service is substantially compliant and would be in University's best interest.
- (e) University may investigate as it deems necessary the ability of Contractor to provide the expected goods

or services. University may reject the Proposal if the evidence submitted by, or investigation of, Contractor fails to satisfy University, in its sole opinion, that Contractor is properly qualified to carry out the obligations specified in the RFP/RFQ documents.

- (f) University 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 contractors who are tied in price. However, if this is not possible, the drawing will be made in front of at least three persons and said drawing documented.
- (g) Iowa Administrative Code §681-8.1(a) requires University to give a preference to Iowa products and suppliers when, in University's professional judgment, Iowa products can be obtained at equal or less cost and are of equal quality to those products obtainable from out-of-state suppliers. In addition, Iowa Code §73.2 requires all requests for proposals to contain the following language: "By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa."

6. Formation of Contract. If University elects to award a Contract, it will take one of the following actions in order to form a Contract between University and selected contractor(s):

- (a) Accept a proposal, as written, by issuing a written Notice of Award to selected contractor(s) that incorporates the RFP/RFQ documents by reference and accepts all or selected portions of the selected contractor's proposal. The Notice of Award will be in the form of an ISU-issued Purchase Order and/or contractual agreement, which must be signed by an authorized representative of University and the selected contractor(s). Contractor(s) shall be given twenty days to sign such Contract. Delays in finalizing by a contractor may be viewed as lack of interest by the contractor in servicing the Contract and would be grounds for rejecting that contractor's proposal.
- (b) Enter into negotiations with one or more contractors in an effort to reach a mutually satisfactory Contract that will be executed by both University and contractor and that will be based on the RFP/RFQ documents, the proposal submitted by selected contractor, any clarification(s) requested by the University and submitted by contractor, except as amended by mutual agreement through the associated negotiations. These negotiations will not include any changes to the pricing structure submitted in the proposal, unless the negotiations change the requirements. Should University and the selected contractor be unable to negotiate a mutually acceptable contract within thirty days of University initiating negotiations, University shall have the right to reject the selected contractor's proposal and enter into negotiations with another contractor, without penalty or any liability to University.
- (c) Because University may use the alternative described in (a) above, Contractor shall include in its Proposal all requirements, terms or conditions it may have, and shall not assume that an opportunity will exist to add such matters after the Proposal has been submitted.

7. Disposition and Disclosure of Proposals.

- (a) Once opened, the Proposal becomes the property of University and will not be returned to Contractor.
- (b) Until the date of an award of this RFP/RFQ, the Proposal and any other related documents provided by Contractor, including but not limited to, attachments, appendices, and exhibits, shall be treated as confidential to the extent required and permitted under State of Iowa law.
- (c) Iowa Administrative Code §681-8.1(h) requires University to release, if requested, the name of the successful bidder and all other bidders and the amounts bid. In addition, University is subject to the Iowa Open Records Law (Iowa Code Chapter 22). Contractor is encouraged to familiarize itself with the Iowa Open Records Law prior to submitting its Proposal. If Contractor believes that portions of the Proposal or

other submitted documents (other than its name and pricing) are confidential under the Iowa Open Records Law, Contractor shall clearly identify those portions in the space provided on the Offer Form and indicate the specific provision in the Iowa Open Records Law upon which Contractor relies in determining the identified portion is confidential. Proposals marked entirely confidential or proprietary may be rejected.

- (d) If University receives a request for a portion of the Proposal or other documents that Contractor has identified as confidential, University shall notify Contractor (unless legally prohibited from doing so) and Contractor shall, at its sole expense and in a timely manner, appear before an administrative or judicial authority to obtain an order restraining its release. If Contractor fails to do so, University may release the portions of the Proposal or other documents that Contractor has identified as confidential.
- (e) Failure to properly identify items as confidential on the Offer Form and appropriately cite the specific provisions of the Open Records Act relied upon shall relieve University from any responsibility to notify Contractor of a request for those items and from any liability should such items be released.

8. Conflict of Interest. In order to comply with federal and state laws and regulations, a Contractor who is a “Conflict of Interest Vendor” must have approval from the University Representative prior to submitting its Proposal on this RFP/RFQ. A Contractor is a “Conflict of Interest Vendor” if it is any of the following:

- (a) A paid employee (whether full-time, part-time, hourly, temporary, or student--including a graduate student on assistantship) of University, any other Board of Regents institution or the Board of Regents Office
- (b) A member of the Board of Regents, State of Iowa
- (c) An entity in which any of the above referred persons is a partner or sole proprietor
- (d) An employee of another State of Iowa agency (Iowa Department of Transportation, Department of Administrative Services, Department of Human Services, etc.)
- (e) Any State of Iowa officials, members of the general assembly, or legislative employees

9. Gratuities. The laws of the State of Iowa prohibit a person who is seeking to enter into a contract with University from, directly or indirectly, offering or making a gift to University employee. See Iowa Code §68B.22 for additional information.

10. Vendor Registration/Record. Contractors must register online in order to receive notices and participate in ISU bidding opportunities <https://iastate.ionwave.net/VendorRegistration/PreliminaryInfo.aspx>

Upon an official contract award and in order to issue a Purchase Order or payment, Contractors will also be required to register in ISU’s procurement system <https://accessplus.iastate.edu/NonAuth/PD10/PD155Vendor.jsp>