

University of Northern Iowa
SECTION I
QUOTE INFORMATION AND INSTRUCTIONS

1.0 **Introduction** The University of Northern Iowa is seeking quotations for multi-channel modulators.

All questions and comments in reference to this Request for Quote must be directed to:

Molly Rickert
Purchasing Agent
103 Gilchrist Hall
University of Northern Iowa
Cedar Falls, IA 50614-0008
Telephone 319-273-6448
molly.rickert@uni.edu

1.1 **Parties to the Purchase** Bidders must identify all parties who will be involved with performance of the purchase. 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.

1.2 Each Company, by submitting a quote, acknowledges its representative has:

1.2.1 Read and completely understood the proposed Purchase Documents contained in this RFQ. The Purchase Documents shall consist of this RFQ (Quote Information and Instructions, Terms and Conditions of the Purchase, Specifications, Quote Content, Form of Bid, and all exhibits and attachments), any subsequent Addenda issued by UNI, Bidders response to this RFQ, and any agreement that results from this RFQ.

1.2.2 Based their quote upon the requirements described in the proposed Purchase Documents.

1.3 **Receipt and Opening of Quotes**

1.3.1 Quotes must be received in the UNI Office of Business Operations, 103 Gilchrist Hall, Cedar Falls, Iowa 50614-0008, by 3:00 P.M., central time, on March 24, 2009. Any quote received after the time specified for the receipt of quotes may not be considered and may be returned unopened to the sender as non-responsive.

1.3.2 UNI 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. UNI reserves the right to request additional documents or quote clarifications after the due date and time for quote submission.

1.3.3 Company's legally authorized representative shall sign the quote. The official name, address, telephone, and fax number and e-mail addresses are to be stated on the quote form.

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

1.3.5 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, shall relieve UNI personnel from any responsibility, should such information be viewed by the public, a competitor, or be in any way accidentally released.

1.3.6 All opened quotes become the property of UNI and will not be returned to the offeror.

1.3.7 Prior to the date and time designated for receipt of quotes, quotes submitted early shall be withdrawn only by written notice to UNI. Such notice shall be received by UNI prior to the designated date and time for receipt of quotes.

1.3.8 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.

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

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

1.3.11 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.

1.3.12 This Request for Quote does not commit UNI to make an award, nor will UNI pay any necessary studies for the preparation of quotes, or any travel or personnel expenses associated with trips to UNI.

1.4 Addenda Any and all interpretations, corrections, revisions, and amendments shall be issued by UNI Purchasing Services to all known holders of the Bid Documents in the form of written addenda.

1.5 Quote Obligations The Contractual Agreement (Agreement) shall incorporate the selected Company's quote, including any clarification to the quote(s) requested by UNI and submitted by selected Company, except as amended by mutual agreement. The Agreement shall form the contractual obligation of UNI and the selected Company.

1.6 Exceptions to Purchase Documents Company shall clearly state in the submitted quote any exceptions to, or deviations from the 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 UNI. Exceptions not stated on Attachment A will have no effect.

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

SECTION II TERMS AND CONDITIONS

2.1 Definitions

The University The University is the University of Northern Iowa (UNI). The term University means the University or the University's authorized representative.

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

The following conditions will apply to any contract awarded as a result of this RFQ:

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

2.3 Non-appropriation of Funds Notwithstanding other provisions of any award resulting from this RFQ, 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 UNI 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.

2.4 Immunity from Liability Every person who is a party to this Agreement is hereby notified and agrees that UNI, 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.

2.5 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, provide such claims are due to the negligent acts of University. Company agrees to defend, indemnify and hold harmless the State of Iowa, University of Northern Iowa, 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 it's operations or the negligent acts of Company, its officers, directors, employees, and agents under this Agreement.

2.6 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.

2.7 Subcontractors Company is specifically advised that any person, firm, or other party to whom it awards a subcontract under this Agreement must be approved in advance and be acceptable to UNI. The Company is responsible for all acts of its Subcontractors, as well as the Subcontractors' performance of delegated duties. Company shall be solely responsible for payment to all subcontractors or secondary suppliers that the Company may engage for the completion of any contractual agreement with UNI.

2.8 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.

2.9 Advertising Company shall not use or reference the name University of Northern Iowa as a part of any commercial advertising without prior written approval of UNI's central administration and its Trademark and Licensing Office.

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

2.11 Termination

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

2.11.2 In any case where Company has failed to provide items or services or has provided nonconforming items or services, UNI shall provide a Cure Notice. If after notice Company continues to be in default, UNI may procure services from another source and terminate the Agreement, without penalty to UNI.

2.12 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.

SECTION III EQUIPMENT SPECIFICATIONS

The University of Northern Iowa is seeking bids for multi-channel modulators. Please see the below specifications. In making a request for quotation, if any reference is made to brand or trade name, it is made for your reference as to the specifications desired. Please therefore, quote upon that grade and quality or its equivalent, and designate the brand, trade name or other individual name, if any, by which each article you propose to furnish, is designated. If substitutes are offered, submit descriptive literature with return quotation. The University reserves the right to accept any bid in whole or in part.

3.1 Mfg- EGT - 4 channel HEMi multichannel encoder/multiplexer/modulator/U-C System with locking front panel. Analog input, 64/256 QAM.

Multi-program transport stream output (50-860 MHz), NTSC, AC-3 Dolby output

3.2 Mfg- EGT - 8 Channel HEMi multichannel encoder/multiplexer/modulator/U-C System with locking front panel. Analog input, 64/256 QAM.

Multi-program transport stream output (50-860 MHz), NTSC, AC-3 Dolby output

3.3 Mfg- EGT –Qty of one- 4 channel HEMi replacement card used to upgrade chassis.

3.4 Annual service and support including 24 hour response time, as well as cross shipment replacement parts required.

**SECTION IV
FORM OF QUOTE**

4.1 Bidder agrees to all Quote Terms and Conditions contained in Section I and II of this RFQ

Yes _____

No _____ **Note:** If **No**, please list exceptions on Attachment A

4.2 Bidder agrees to all Specifications contained in Section III

Yes _____

No _____ **Note:** If **No**, please list exceptions on Attachment A

4.3 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 quote listed below represent trade secrets or proprietary information.

Section	Page No.	Section	Page No.

4.4 Proposed Pricing – **All quotes must be F.O.B. Destination with freight included in the price or exact freight charges must be quoted as a separate item.**

Section 3.1 \$ _____

Section 3.2 \$ _____

Section 3.3 \$ _____

Section 3.4 \$ _____

4.5 Payment Terms: _____

4.6 Vendor Information

Business Name: _____

Federal I.D. Number/SSN: _____

Official Address : _____

Firm's State or Foreign Country of Residence _____

Telephone Number _____

Fax Number _____

Email _____

Authorized Signature _____

Typewritten or Printed Signature _____ Date _____

**ATTACHMENT A
EXCEPTIONS/ALTERNATES**

Please list any and all exceptions/alternates 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/alternates to this RFQ

☐ We have the following exceptions/alternates to this RFQ

Page Number	Section	Exception/Alternate
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