THE UNIVERSITY OF NORTHERN IOWA
CEDAR FALLS, IA

Request for Proposal #Q9424

Fitness Equipment – UNI ROTC

Procurement Services
University of Northern Iowa
103 Gilchrist Hall
Cedar Falls, IA  50614-0008
Email: jon.westhoff@uni.edu

TABLE OF CONTENTS

Section I   Proposal Instructions and Conditions   3
Section II  Terms and Conditions of the Contract  8
Section III Specifications      12
Section IV  Proposal Content            13

Please note: an electronic version of this Request for Proposal can be downloaded from:
http://www.uni.edu/obo/purchasing/current-bid-solicitations
1.1 **Purpose of RFP**
The University of Northern Iowa (also referred to as “University” or “UNI”) is requesting proposals for a company to provide and install Fitness Equipment in the new UNI ROTC Facility.

1.2 **Description of the University of Northern Iowa**
The University of Northern Iowa, located in Cedar Falls, Iowa was founded in 1876. Today, the campus covers 940 acres and consists of five colleges: Business Administration; Education; Social and Behavioral Sciences; Humanities, Arts and Sciences; and Graduate College. Approximately 11,000 undergraduate and graduate students are currently enrolled.

1.3 **RFP Contact/Representatives:** All inquiries or requests for clarification or interpretation or to notify the University of errors or omissions relating to this Request must be directed to the DESIGNATED CAMPUS CONTACT:

   Jon Westhoff  
Purchasing Agent  
103 Gilchrist Hall  
University of Northern Iowa  
Cedar Falls, Iowa 50614-0008  
Telephone (319)273-6246  
Jon.westhoff@uni.edu

1.4 **Proposal Submission**
Proposals submitted must be comprehensive by including all products, services and costs necessary to meet the requirements of this request. Proposals must be received by Procurement Services, 103 Gilchrist Hall, Cedar Falls, Iowa 50614-0008, by 3:00 P.M., CST, on December 10, 2019. 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. Electronic responses must be submitted to jon.westhoff@uni.edu.

One (1) electronic copy of the proposal are to be submitted to Procurement Services in response to this RFP.

1.5 **Company Confirmation** Each Company, by submitting a proposal, acknowledges its representatives have:
1.5.1 Read and completely understood the proposal documents contained in this RFP.
1.5.2 Based their proposal upon the requirements described in the proposed Contract Documents.
1.5.3 Caused the proposal to be signed by an authorized representative.

1.6 **Receipt and Opening of Proposals**
1.6.1 UNI reserves the right to accept or reject any or all proposals and to waive any irregularities, technicalities, or informalities in proposals if such waiver does not substantially change the offer or provide an unfair competitive advantage to any Company. UNI reserves the right to request additional documents or proposal clarifications after the due date and time for proposal submission.
1.6.2 No proposals submitted by use of oral, telephonic, or facsimile methods, nor any modifications to previously submitted proposals made by any of these methods, will be considered. If a proposal is sent by mail, Company should make allowance for the time required for such transmission.

1.6.3 Company's legally authorized representative (Officer of Company) shall sign the proposal. The official name, address, telephone, fax number and email addresses are to be stated on the proposal form.

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

1.6.5 The laws of the State of Iowa require the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Proposals will be available for public viewing after a contract has been finalized with the awarded Company. 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 proposal unless disclosure is required by a court order. Proposals marked entirely confidential or proprietary may be rejected. Pricing information, management fees, financial arrangements, and other offers cannot be considered proprietary information.

Failure to list all proprietary sections of the submitted proposal in the space provided on the Form of Proposal, shall relieve UNI personnel from any responsibility, should such information be viewed by the public, a competitor, or in any way be released.

1.6.6 All opened proposals become the property of UNI and will not be returned to the Company.

1.6.7 Prior to the date and time designated for receipt of proposals, proposals submitted early may be withdrawn only by written notice to the RFP representative. Such notice must be received by the representative prior to the designated date and time for receipt of proposals.

1.6.8 Prices and Terms shall remain firm for acceptance for ninety calendar days after the proposal submission date. No proposal may be modified or withdrawn during this 90-calendar days period.

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

1.6.10 Failure to comply with the requirements of this RFP or evidence of unfair bidding procedures may be cause for rejection of the proposal. Failure to supply information requested may also be cause for rejection of the RFP as being non-responsive.

1.7 Prerogatives of the University
This solicitation does not commit the University to award a contract or to pay any costs incurred in the preparation of a proposal and submission of proposals, costs incurred in making necessary studies for the preparation of proposals, or any travel or personnel expenses associated with trips to UNI. The University reserves the right to accept or reject any or all proposals received; to negotiate with any qualified respondent or respondents; or to cancel, in part or in its entirety, this RFP.
1.8 **Short List Suppliers/Negotiations**
Upon completion of proposal review, evaluation, and scoring, UNI reserves the right to identify a shortlist of suppliers who will best serve the University. This group of suppliers may be asked to give an onsite presentation to the University RFP evaluation committee and other UNI representatives. The University reserves the right to conduct negotiations/multiple rounds of negotiations until the University reaches satisfaction that a competitive and mutually beneficial contract can be awarded to the most responsive Supplier(s). During these negotiations, UNI reserves the right to accept revisions of proposals and negotiate price. Negotiations will be structured to safeguard information and ensure that all Suppliers in the competitive range are treated fairly.

1.9 **Addenda**
Any and all interpretations, corrections, revisions, and amendments shall be issued by UNI Procurement Services to all known holders of proposed Contract 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 three (3) days prior to the time set for receipt of proposals. All addenda so issued shall become part of the Contract Documents and shall be acknowledged in the Form of Proposal.

1.10 **Qualification of Company**
1.10.1 UNI shall make such investigations as deemed necessary to determine the ability of Company to provide the expected services.

1.10.2 UNI reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy UNI, or that said Company is not properly qualified to carry out the obligations specified herein.

1.10.3 UNI reserves the right to award based on the proposal(s) determined to be in its best interest.

1.10.4 Company must be licensed to do business in the State of Iowa and comply with all applicable laws and provisions.

1.10.5 Company shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed. Company shall pay any sales, use, personal property and other taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of Company.

1.11 **Exceptions to Contract Documents**
Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the Specifications of Section III, and any exceptions to the provisions, terms, and conditions of this RFP included in Section I and Terms and Conditions of the Contract in Section II. 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 UNI.

1.12 **Preference Laws**
UNI will give preference to purchasing from Iowa based businesses if the proposals submitted are comparable in pricing and their ability to meet all other criteria is comparable.
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 to that employee’s duties.

1.14 **Availability of Contract to Other Entities**
All other agencies of the State of Iowa, Independent Purchasing Authorities and all political subdivisions of the State of Iowa may make purchases pursuant to the Base Contract and/or Ancillary Contracts. A Buyer may include additional contractual requirements and the Company agrees to be bound by the additional requirements if it accepts the Purchase Instrument.

1.15 **Copyrights**
By submitting a bid proposal, the Company agrees that the University may copy the bid proposal for purposes of facilitating the evaluation of the bid proposal or to respond to requests for public records. The Company consents to such copying by submitting a bid proposal and warrants that such copying will not violate the rights of any third party.

1.16 **Proposal Evaluation**
The University will select a Company on the basis of proposals received in response to this RFP and any other information the University acquires regarding a company’s ability to perform. The University will evaluate proposals and may select one or more companies based on responses to this RFP. All proposals submitted in response to this RFP will be reviewed for responsiveness by the purchasing agent prior to referral to the evaluation committee. A committee will then evaluate all responsive proposals in accordance with the criteria described below.

The contract will be awarded to the Company whose overall offer is deemed to be the most advantageous to the University as determined by the evaluation committee. In preparing responses, offerors should describe in great detail how they propose to meet the scope of work/specifications detailed in this RFP. Significant consideration will be given to estimated cost, but price will not be the sole determining factor.

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

1.16.1 Cost
1.16.2 Ability to meet UNI needs
1.16.3 Timeline
The following terms and conditions will apply to any contractual agreement awarded as a result of this RFP.

2.1 Terms

2.1.1 University
The University is the University of Northern Iowa. The term University means the University or the University's authorized representative. The University may be referred to as “University” or “UNI”.

2.1.2 Company
The Company is the person or organization proposing or offering to contract for goods or services. The term Company means the Company or the Company's authorized representative. The Company may also be referred to as the Supplier. This RFP may be awarded to multiple Companies - therefore, ‘Companies’ may also be referred to as Company.

2.1.3 The Product
The Product comprises of the goods and/or services required by the Company to fulfill the needs of this RFP.

2.1.4 The Agreement
The Agreement refers to the contractual agreement between UNI and the awarded Company, detailed in the Contract Documents and signed by both parties, and incorporating the RFP and Company’s response by reference. The Agreement may be referred to as “Contract” or “Agreement”.

2.1.5 Contract Documents
The Contract Documents shall consist of this RFP (Proposal Instructions and Conditions, Terms and Conditions of the Contract, Scope of Work/Specifications, Proposal Content, Form of Proposal, and all attachments), any subsequent Addenda Issued by UNI, Company's response to this RFP, and any contractual agreement that results from this RFP.

2.2 Non-appropriation of Funds
Notwithstanding other provisions of any award resulting from this RFP, 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.

2.3 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.

2.4 Indemnification
To the fullest extent permitted by law, Company shall defend, indemnify, and hold harmless UNI, its agents, successors, and assigns, the Board of Regents, State of Iowa, and the State of Iowa from and against all
claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from the performance and compliance with the terms and obligations of the Agreement, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of Company, its subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person.

In any and all claims against UNI, its agents, successors, and assigns, the Board of Regents, State of Iowa, and the State of Iowa by any employee of Company, and subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for Company or any subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

2.5 Code of Fair Practice

The Company shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, sexual orientation, age, disability, veteran status, or any other basis where protected by law, except where it relates to a bona fide occupational qualification. In the event of the Company’s noncompliance with this clause or with any related federal or state regulations, this contract may be canceled, terminated or suspended in whole or in part and the Company may be declared ineligible for further contracts with the Board of Regents, State of Iowa.

2.6 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, in writing, 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.

2.7 Insurance

Company shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, UNI shall not be deemed or construed to have assessed the risk that may be applicable to the Company arising from the Company’s business operation. The Company shall assess its own risk and if it deems appropriate, maintain higher limits and/or broader coverages. The Company is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Minimum insurance coverages and requirements are as follows:

- **Worker’s Compensation and Employer’s Liability**
  - Statutory Limits
- **Commercial General Liability**
  - $1,000,000 Each Occurrence
  - $2,000,000 General Aggregate
- **Commercial Auto Liability** (including owned, non-owned, hired, or rented vehicles)
$1,000,000 Each Occurrence

**Umbrella Liability**
$1,000,000 Each Occurrence
$1,000,000 General Aggregate

The State of Iowa, the University of Northern Iowa, and the Board of Regents, State of Iowa, shall be named on the Commercial General Liability, Commercial Auto Liability, and Umbrella Liability policies as additional insureds. Failure to maintain insurance coverage throughout the life of any resulting contract, consistent with the provisions of this Section, shall be considered a breach of contract. As evidence of the above, the Company will submit certificates of insurance on an annual basis. The certificates shall also provide that should the policy be cancelled or materially changed, thirty (30) day written notice prior to the effective date for the change or cancellation, shall be given directly to UNI.

Company agrees to waive all rights of subrogation against UNI, the State of Iowa, the Board of Regents, State of Iowa, the Regent institutions, their employees and agents for any claim filed against Company or other firms associated with the Agreement.

2.8 **Amendments to the Agreement**
When awarded, the 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.

2.9 **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.

2.10 **Assignment**
The award of this RFP may not be assigned, transferred, sold or subcontracted by Company without the prior written consent of UNI. Should selected Company be purchased (in whole or in part) by another organization or should Company wish to assign, transfer, or subcontract the Agreement to another Company, UNI shall have the right to terminate the Agreement upon written notification, without penalty to UNI.

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

2.12 **Access to Company Records/Audits**
The Company agrees to keep and provide full access to all records that pertain to UNI 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. The University reserves the right to audit such records and employ the Auditor of the State of Iowa or any other auditor the University deems appropriate to perform an audit of Company records. Should such audit disclose incorrect billings or improprieties, the University reserves the right to charge Company for the cost of the audit and pursue appropriate reimbursement.
2.13 **Termination**

2.13.1 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 Contract Documents, UNI may terminate the Agreement after giving Company a minimum thirty (30) days written notice, without penalty to UNI.

2.13.2 In any case where Company has failed to provide equipment and services or has provided nonconforming equipment and 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. Company may be required to pay UNI the difference if a higher cost Company is selected.

2.13.3 With the mutual agreement of both parties, the Agreement may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

2.13.4 The University may terminate the Agreement without penalty for any reason by giving a 30 calendar day notice.

2.14 **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, illegal, 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.

2.15 **Open Competition**

2.15.1 Where, in these contract documents, reference is made to materials, trade names, catalog numbers or articles of certain manufacture, it is done for the purpose of establishing a basis of comparative quality, type or style and not for the purpose of limiting competition. It shall be understood that such method of description is not intended to exclude other items, processes, similar designs, or kinds of materials, but is intended merely as a means of establishing a standard of comparison. Other manufacturing processes may be used, if, in the opinion of UNI, they are acceptable in serviceability, durability, quality, functional capabilities and design.

2.15.2 UNI reserves the right to reject any substitute article or material, and/or the associated bid which, in UNI's opinion, does not meet the standard of quality established by such a reference in the contract documents.

2.15.3 Companies offering other than the items specified shall submit, with their bid, catalog cuts, brochures, and detailed specifications covering the items on which they are bidding. Any deviation from the contract documents contained in this bid shall be noted by the company on the Bid Compliance Form. (See Attachment A.)
2.15.4 The company is expected to fully comply with the Contract Documents in this bid solicitation. In the event the Company's materials or equipment do not conform, and those deviations have not been stated on Attachment A, the company will be responsible for furnishing materials and equipment, which fully conform at no change in their bid price.

2.16 Guarantee-

2.17 Export Control-
Company acknowledges that a foreign national(s) may use the device/technology/and or data you propose, at the University. Company shall comply with all U.S. export controls laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Agreement. In the absence of available license exemptions/exceptions, Company shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Company shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions. Company shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Company shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions. Prior to disclosing or transferring to University any hardware, technical data, software or product utilizing any such data, which is subject to export controls under federal law, Company shall notify the University in writing of the nature and extent of the export control. The University shall have the right to decline any such technical data or product utilizing such data. In the event Company sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate the Agreement.

2.18 Energy Star Purchases-
Whenever possible, UNI will purchase equipment that is rated energy efficient by this joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy.

2.19 Hazardous Material-
All packaging, transportation and handling of hazardous materials 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 Iowa Administrative Code.
2.20 Clean Air and Water Certification –
Company certifies by filling this order that its facility is not on the Environmental Protection Agency (EPA) List of Violating Facilities. Company will immediately notify University Procurement Services of the receipt of any communication indicating that any company’s facilities are under consideration to be listed on the EPA List of Violating Facilities.

2.21 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.

2.22 Conflict of Interest –
Should Company be a State of Iowa official, a paid employee of the University or any other State of Iowa agency, a member of the General Assembly or a legislative employee, Company will be considered a ‘conflict of interest vendor.’ In addition, should any individual who is a paid employee of the University or State of Iowa Agency be a partner in Company’s firm or receive consulting payments, a conflict of interest exists. Whenever Company represents a conflict of interest or whenever there is a disclosure of indication of a conflict of interest, Company must have approval by the University prior to bidding on the RFP.

2.23 Code of Conduct –
University of Northern Iowa is committed to socially and environmentally responsible purchasing consistent with the values in our strategic plan. The University of Northern Iowa expects high quality in the products, services and business practices of all of its business partners. This commitment enjoys broad support on campus.

2.24 Most Favored Nation –
Company represents that the terms, conditions and prices established under the Contract Documents are equal to or better than those offered to other comparable colleges, universities or public institutions. If during the term of the Contract, Company offers more favorable terms, conditions or prices to another institution, comparable universities, colleges, Company agrees to notify the University. The Contract shall be amended to reflect the more favorable terms, conditions or prices.
RFP #Q9424  
Section III  
Specifications

The University of Northern Iowa is seeking quotations for purchase and delivery of Fitness Equipment for the new UNI ROTC facility using the following specifications or equivalent (see section 2.15). ANY exception to any specifications must be noted on Attachment A or bid will not be considered.

3.1 Overview

A new Army Combat Fitness Testing protocol is currently being implemented. The new assessment incorporates free weight strength tests, creating the need for strength training facilities, equipment and coaches. In 2021 all 1.2 million US Army personnel will need to pass the Army Combat Fitness Test (ACFT) in order to stay in the Army

The UNI ROTC and the University of Northern Iowa’s strength and conditioning education program are working to properly and safely train University of Northern Iowa ROTC students in best practices of free weight strength training. The UNI ROTC Strength and Conditioning Center will be a lab to develop future Tactical Strength and Conditioning Coaches for Army needs. UNI students will receive practical experience coaching ROTC students.

There are currently 100+ UNI ROTC Cadets who will have access to this training facility.

3.2 Timeline

Facility will be open for installation on February 24, 2020. Work needs to be completed by March 23rd, 2020.

3.3 Equipment List

See Attachment A.
It is important that responses contain enough information to permit UNI’s evaluation team to fully understand the Company’s capabilities. UNI is requesting responses to this RFP that, at a minimum, include the following:

4.1 Attachment A
Completed and signed by Company’s representative. Return as an Excel file.

4.2 Sales Sheets
Provide any supporting sales sheets with item specifications. Include information on any customization (UNI ROTC logo) of equipment. Attach as pdf files. 
Label as Supplement 1.

4.3 Delivery Timeline
Include any information on delivery timelines starting from receipt of order. 
Label as Supplement 2.