# THE UNIVERSITY OF NORTHERN IOWA CEDAR FALLS, IA

# **Request for Proposal #Q9463**

# Request for Student Linens

# Purchasing Services – Office of Business Operations University of Northern Iowa 103 Gilchrist Hall Cedar Falls, IA 50614-0008 Email: molly.ungs@uni.edu

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# Section I

# **Proposal Instructions and Conditions**

1.1 General

The University of Northern Iowa (also referred to as "University" or "UNI") is interested in the services and products of a qualified Company with the ability to provide bed linens and related items to UNI students residing in the residence halls on campus.

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 10,900 undergraduate and graduate students are currently enrolled.

1.3 <u>University Representative</u> 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: (This is the only person that respondents may speak to until the award of a contract)

Molly Ungs Purchasing Agent 103 Gilchrist Hall University of Northern Iowa Cedar Falls, Iowa 50614-0008 Telephone (319)273-6448 <u>molly.ungs@uni.edu</u>

1.4 Each Company, by submitting a proposal, acknowledges its representatives have:

1.4.1 Read and completely understood the proposed Contract Documents contained in this RFP. The Contract Documents shall consist of this RFP (Proposal Instructions and Conditions, Terms and Conditions of the Contract, Scope of Work, Form of Proposal, and all attachments); any subsequent Addenda issued by UNI, Bidders response to this RFP, and any contractual agreement that may result from this RFP.

1.4.2 Based their proposal upon the requirements described in the proposed Contract Documents.

1.5 Receipt and Opening of Proposals

1.5.1 Proposals are to be submitted in an envelope, box, or package labeled 'RFP Q9463'. **Proposals must be received by Purchasing, in the Office of Business Operations, 103 Gilchrist Hall, Cedar Falls, Iowa 50614-0008, or molly.ungs@uni.edu by 3:00 P.M., CST, on March 11, 2021.** 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.

#### One (1) electronic copy of the proposal is to be submitted to Purchasing in response to this RFP.

1.5.2 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.

1.5.3 No proposals submitted by use of oral, telephonic, telegraphic, 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.

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

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

1.5.6 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. Proposals marked entirely confidential or proprietary may be rejected. <u>Pricing information, management fees, financial arrangements, and other offers cannot be considered proprietary information.</u>

# 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 be in any way released.

1.5.7 All opened proposals become the property of UNI and will not be returned to the proposer.

#### 1.6 <u>Prerogatives of the University</u>

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.

#### 1.7 Addenda

Any and all interpretations, corrections, revisions, and amendments shall be issued by UNI Purchasing 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.

#### 1.8 **Qualification of Company**

1.8.1 UNI shall make such investigations as deemed necessary to determine the ability of Company to provide the expected services.

1.8.2 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 properly qualified to carry out the obligations specified herein.

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

#### 1.9 Exceptions to Contract Documents

Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the Scope of Work 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.

#### 1.10 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.

#### 1.11 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.

#### 1.12 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 detailed in this RFP. Significant consideration will be given to fee structure and 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 which are listed in no particular order:

- 1.12.1 Commission rate
- 1.12.2 Variety of product offered to students
- 1.12.3 Samples
- 1.12.4 Ability to meet the needs of the University

# Section II

#### **Terms and Conditions of the Contract**

The following terms and conditions will apply to any contractual agreement awarded as a result of this RFP.

#### 2.1 Terms

2.1.1 The 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 The Company

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

#### 2.1.3 The Work

The Work comprises the services and expenses required by the Contract Documents to carry out the contract.

#### 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, Proposal Content, Form of Proposal, and all attachments), any subsequent Addenda Issued by UNI, Bidders 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 there from, and (2) is caused in whole or in part by any negligent act or omission of Company, it's 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 purchase and maintain, throughout the term of this Agreement, comprehensive general liability insurance, including contractual liability, slip and fall coverage and comprehensive automobile liability insurance to protect Company from all claims for bodily injury, including accidental death, personal injury, and property damage arising from operations under this Agreement, whether such operations be by Company, subcontractor, agent, or by anyone else directly or indirectly employed by Company. In addition, Company shall purchase and maintain errors and omissions insurance to protect UNI from any losses associated with Company's acts. All statutory insurance requirements, including worker's compensation, shall be met. All required insurance policies shall be issued by reputable insurance companies duly authorized to engage in the insurance business in the State of Iowa. Limits of such insurance shall be as stated below:

Worker's Compensation - Statutory Comprehensive General Liability - \$1,000,000 each occurrence\* Commercial Auto Liability - \$1,000,000 each occurrence\* Errors and Omissions - \$1,000,000 each occurrence\* \*\$2 Million aggregate

The State of Iowa, the University of Northern Iowa, and the Board of Regents, State of Iowa, shall be named on such 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. UNI shall have the right to terminate the Agreement upon written notification, without penalty to UNI.

#### 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

UNI is exempt from State and Local Sales and Use Taxes on the services. A Tax Exemption Certificate 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.

#### 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.

#### 2.14 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. In addition, include samples of paint, laminate chair frame finishes and standard fabrics. Any deviation from the contract documents contained in this bid shall be noted by the company on the Bid Compliance Form. (See Attachment A.) Where the company proposes to substitute an article or material, the company shall be prepared to submit samples, upon request, for UNI's inspection. The cost of transportation, both ways, of such samples shall be borne by the company.

2.15.4 The company is expected to comply fully 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 the Bid Compliance Form, the company will be responsible for furnishing materials and equipment, which fully conform at no change in their bid price.

#### 2.16 Guarantee-

In filling this order, Company warrants and guarantees to University that the articles are in compliance with sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug and Cosmetic Act; the Consumer Product Safety Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Hazards and Substance Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; and the Federal Anti-Kickback Enforcement Act; Debarment and Suspension policies (E.O.s 1249 and 12689); Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333); Rights to Inventions Made Under a Contract or Agreement in accordance with 37 CFR part 401;Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended; Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7); Buy American Act.

#### 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 or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical data, and software, or for the provision of technical data, and software, or for the provision of technical data, and software, or for the provision of technical data, and software, or for the provision of technical data, and software, or for the provision of technical data, and software, or for the provision of technical data, and software, or for the provision of technical data, and software, or for the provision of 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, Section 530.

#### 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 Purchasing 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 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.

# Section III

#### **Scope of Work**

3.1 <u>Company's Duties</u> – The University is seeking bids for commission in exchange for the right to market bed linens and related items to UNI students residing in the residence halls. The awarded contract does not include linens for camps and conferences, dining or catering; it is solely for student personal purchases. The Company will perform the following duties (but not be limited to the following):

3.1.1 Provide a variety of products to meet student interest and needs.

3.1.1.1 Standard mattress is an extra long twin

3.1.2 Use mailing lists provided by UNI solely for mailing linen information to parents and students during the term of agreement. Mailing lists will not be used or sold for any other purpose and may not be used outside the term of the agreement.

3.1.3 Be responsible for all order forms, inventory, sales and return forms.

3.1.4 Be responsible for shipping of all merchandise to students' homes. Note: items may not be sent to the students fall residence at UNI prior to August 5<sup>th</sup>.

3.1.5 Be responsible for collecting all monies and handling all sales, applicable sales taxes including remittance, exchanges, and refunds.

3.1.6 Provide sample lines and related items for two women's residence hall show rooms and one men's residence hall show room. Additional sample materials will be provided upon request.

3.1.7 Ensure all marketing materials, order forms, etc. clearly indicate Company's name, address, and contact information and have explicit approval from University Housing and Dining (UHD) prior to distribution. Use of UNI logo is strictly prohibited.

3.1.8 Include UHD address in all mailings by sending a mailing to UHD address.

Addressed to:

Annie Karr 010 Redeker Center Cedar Falls, IA, 50614-0252

3.1.9 Provide a report summarizing products and prices for items purchased/returned.

3.1.10 Send commission payments, based on net sales receipts, to the University of Northern Iowa annually, no later than October 15<sup>th</sup> of each year. Net sales receipts are defined as money retained by Company from the sale of products and does not include shipping, handles, returns, taxes, and commissions or revenue sharing payments due to independent third parties. UNI has the right to verify all sales invoices and inventory to confirm net receipts on which percentage is based.

3.2 <u>University Duties</u>- The University will perform the following duties:

3.2.1 Provide an electronic file with the names of all students who have contracted with UNI Housing and Dining (UHD) to live in the residence halls for the upcoming fall term and their permanent mailing address. The file will be provided on or before April 30<sup>th</sup> with an updated file provided on or before June 15<sup>th</sup> each year.

3.2.2 Make vendor provided information (pamphlets, handouts, etc.) available to students and their families during summer orientation.

3.2.3 Include information regarding the linen program to families via the parent newsletter sent every July.

3.2.4 Review all information and literature sent to students and their families prior to mailing and distribution.

3.3 Term – The awarded agreement will be for three years with the option to renew for two years in one year increments. Anticipated contract award date is beginning of April, 2021. The agreement may be terminated by either party with 90 days written notice.

#### Section IV

#### **Proposal Content**

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 Form of Proposal

Form of Proposal completed and signed by Company's representative.

#### 4.2 References

Company is to submit a list of three references for which they have provided similar services and linens. References should include client name, address, phone number, email, and date of work. Attach as Supplement 1.

#### 4.3 Company Profile

The Company should provide a one-page company profile listing history (how long has company been in business), employee make-up, state of proprietorship, partnership, or incorporation. Include all pertinent information for UNI, including customer service contact information assigned to UNI. Attach as Supplement 2.

#### 4.4 Order and Return Process

Provide detailed information of the entire order and return process of linens. Attach as Supplement 3.

#### 4.5 Fees

Provide all commission rates and terms. Provide all pricing and fees pertinent to awarded agreement. Attach as **Supplement 4.** 

#### 4.6 Product Offering

Provide a listing of products that will be offered to students. Please provide samples of products. Attach as **Supplement 5.** 

#### Section V

# Form Of Proposal

- 5.1 The undersigned Company, in response to Request for Proposal Number Q9463 having examined the Proposal Requirements, this Form of Proposal, and all of the Contract Documents, hereby proposes to provide services in accordance with the proposed Contract Documents. **Bidding companies must complete all parts of this section for their bid to be considered.**
- 5.2 Company acknowledges receipt of the following Addenda, which are a part of the Contract Documents:
- 5.3 <u>Proprietary Information</u> 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 Proposal listed below represent trade secrets or proprietary information.

Section	Page No.	Section Page	No

5.4 Company understands that University of Northern Iowa reserves the right to reject any and all proposals, waive irregularities or technicalities in any proposal, and accept any proposal in whole or in part which it deems to be in its best interest.

		Yes No
5.5	Company has provided all parties involved with a copy of the RFP.	Yes No
5.6	Company has read, understands, and agrees to all Proposal Instructions Conditions contained in Section I of this RFP.	and Yes

NOTE: If No, please list exceptions on Attachment A.

5.7 Company hereby certifies by signing below: that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, company, or corporation; (b) that Company has not directly or indirectly induced or solicited any other Company to put in a false or sham proposal; (c) that Company has not solicited or induced any person, company, or corporation to refrain from bidding; and (d) that Company has not sought by collusion or kickback to obtain any advantage over any other Company or over UNI.

No

- 5.8 The Company has not altered or modified the original content of the Request for Proposal document or any associated documents, including original drawings or graphics.
- 5.9 The company is not currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the University of Northern Iowa of any change in this status, should one occur, until such time as an award has been made under this procurement.

5.10	Company	Information

Business Name:	
Federal I.D. Number:	
Official Address :	_
	_
	_
Address of service location for UNI:	
Company's State or Foreign Country of Residence	
Company Telephone Number	_
Fax Number	_
Company Contact	
Telephone Number for this Contact	
E-Mail for this Contact	
Authorized Signature	
Typewritten or Printed Signature	Date

# ATTACHMENT A EXCEPTIONS/BID COMPLIANCE FORM Q9463

**NOTE**: If you do not comply or partially comply with terms or conditions of this RFP, indicate those sections and the counter term or condition below. Failure to include a term or condition or this form indicates that you are in complete compliance with those terms or conditions as stated in the RFP. Additional copies may be made as necessary.

RFP Item Number	Comply Yes /No	Comments
	Signature:	
	Name:	
	Date:	

#### **RFP No. Q9463**

#### **Proposal Compliance Form**

Please note: Proposal may be considered incomplete unless the following are included with offer. Indicate compliance by placing a check mark in the space provided: All documents should be included in the order provided below. This form should be returned with the proposal as the last page.

#### **Compliance**

- [] Form of Proposal completed and signed by Company's authorized official
- [] Attachment A (Exceptions)
- [] Supplement 1 (References)
- [] Supplement 2 (Company Profile)
- [] Supplement 3 (Order and Return Process)
- [] Supplement 4 (Fees)
- [] Supplement 5 (Product)

Proposals must be received by: March 11, 2021 at 3:00 pm CST