

# University of Idaho

## **Fed Ex (desktop delivery- recommended)**

University of Idaho  
Purchasing Services  
1028 W. 6<sup>th</sup> Street, Room 324  
Moscow, Idaho 83844-2006

## **UPS/USPS**

University of Idaho  
Purchasing Services  
875 Perimeter Dr. MS 2006  
Moscow, ID 83844-2006

## **REQUEST FOR BID NO. 14-16B**

### **Installation of cabling infrastructure and wireless access points**

For additional information, please contact:

Valerie Bollinger, Buyer  
208.885.6126 phone  
208.885.6060 fax  
valerieb@uidaho.edu

Date Issued: 09/27/13  
Bid Opening: 10/11/13 by 4:00 p.m.

## SECTION 1 - SPECIAL CONDITIONS

### INSTRUCTIONS TO BIDDERS

#### 1.1 GENERAL

Bidders will execute and submit all bids in accordance with these instructions and the applicable provisions of the specifications.

#### 1.2 SCOPE OF WORK

The University of Idaho intends to contract for installation of structured cabling and wireless access points.

#### 1.3 SUBMISSION OF BIDS

- a. Sealed bids will be received at the **University of Idaho Purchasing Services, 1028 W. 6<sup>th</sup> Street, Room 324, Moscow, Idaho, 83844-2006**, until 4:00pm on 10/11/13, at which time the response will be publicly opened and read aloud. Bids received after the exact time specified for receipt will not be considered.
- b. **Bid must be submitted in a SEALED envelope and CLEARLY IDENTIFIED with the Request for Bid number, date and time of opening, and Bidder's name and address. A facsimile response to this Request for Bids does not meet the requirement of a sealed bid and will not be accepted.**
- c. Bids must be submitted on the University of Idaho's forms provided in this bid document and must include one original and one copy of bid response signed by a person authorized to commit Bidder to extend this offer.
- d. Bids may be withdrawn by written request, any time prior to the scheduled closing time for receipt of bids.
- e. All bids shall be valid for sixty (60) days after opening, but the University reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities, and to contract in the best interest of the University.
- f. Unless otherwise specified, only one price alternative may be proposed for this Requests for Bids. Bidders must determine their single best offering based on the specifications. Bids not conforming to this requirement will be rejected.
- g. To obtain bid results once award has been made, please include a self-addressed stamped envelope.

#### 1.4 ALTERNATE BRANDS/SPECIFICATIONS

- a. Brand names and specifications referenced in this bid are meant to establish a minimum standard of quality, performance, or use desired. Unless otherwise noted, bids on "equals" may be considered provided Bidder clearly identifies the alternate product or service to those specified in this bid, and furnishes descriptive literature and other proof required by the University to determine that the "equal" being proposed meets the minimum essential specifications.
- b. When brand names or specifications are not changed, it will be assumed that Bidder's proposal is as specified and any award or contract would be done so accordingly.
- c. Samples, when required, must be furnished free of charge, including freight, to the University.

- d. In the event the University elects to contract for a brand purported to be an equal by the Bidder, the acceptance of the item will be conditioned on the University's inspection and testing after receipt. If, in the sole judgment of the University, the item is determined not to be equal, the material will be returned at Bidder's expense and the Agreement terminated.

## **1.5 BIDDER'S REPRESENTATION**

By submission of a bid, Bidder represents that he has examined the Agreement documents and made an examination of the site or otherwise satisfied himself completely as to the provisions of the Agreement documents and site conditions, areas, and quantities.

## **1.6 PRICING**

Except as otherwise provided, bid prices must be firm and based on the units specified. The bid price shall include everything necessary for the execution and completion of this Agreement including, but not limited to, furnishing all materials, equipment, management, superintendence, labor, and service, except as may be otherwise provided in this Agreement. Prices quoted on the Bid Form shall include all freight and/or delivery charges. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly. Bidder's signature on this bid form guarantees that prices have not been arrived at through collusion with other eligible Bidders and without effort to preclude the University from obtaining the lowest possible competitive prices.

Prices shall remain firm for the first year of the Agreement. A price adjustment may be made once each year thereafter, provided the Contractor supplies adequate documentation. The price escalation shall not exceed \_\_\_\_\_% per year (Bidder is to fill in percentage amount on the Bid Form). Requests for such adjustments must be submitted in writing at least sixty (60) days prior to the last day of the current term of the Agreement. Approval to adjust the price(s) must be granted by the University of Idaho Purchasing Services in writing before adjustments will become effective. The Contractor agrees to reduce the Agreement purchase price at any time during the life of this Agreement if:

- (a) The price declines due to market conditions or declines at the manufacturer's level. Such reduction shall be effective as of the effective date of the price change; or
- (b) The Contractor sells, in the general quantity, to any Idaho State public agency or political subdivision at prices less than those set forth in this Agreement; this Agreement shall then be deemed modified and the reduced price substituted.

## **1.7 TERM OF AGREEMENT**

The initial term of this Agreement shall be one (1) year (s), commencing upon the date of execution by the University. The term of this Agreement may, if mutually agreed upon in writing, be extended by one (1) year increments for a total of five (5) additional years, provided written notice of each extension is given to the Bidder at least thirty (30) days prior to the expiration date of such term or extension. In the event funding approval is not obtained by the University, this Agreement shall become null and void effective the date of renewal. During extension periods, all terms and conditions of this Agreement shall remain in effect.

## **1.8 INTERPRETATION, CORRECTIONS, OR CHANGES**

Bidders requesting any interpretations or clarifications of this document shall direct those questions in writing to the Office of Purchasing Services. Any interpretation, correction, or change to this request will be made by formal addendum issued by the University of Idaho Purchasing Services. Interpretations, corrections, or changes to the RFB allegedly made in any other manner will not be binding and no Bidder may rely upon any such interpretation, correction, or change.

## **1.9 DELIVERY AND FREIGHT REQUIREMENTS**

- a. Unless otherwise specified, bid response must be on the basis of F.O.B. Destination, prepaid and allowed. Requests for additional compensation for freight or delivery charges will be rejected by the University unless specifically identified on the Bid Form.
- b. Bidder will state, in calendar days, the time required to make delivery after receipt of an Agreement or purchase order. Failure to make delivery within the time specified may be cause for the University to cancel the Agreement or purchase order and to make the purchase on the open market with any cost in excess of the Agreement amount to be paid by the Bidder.

## **1.10 SUBCONTRACTORS**

Names and addresses of all proposed subcontractors shall be attached to the completed bid documents.

## **1.11 BASIS OF AWARD**

The University will look to the Bidder submitting the best bid as its primary supplier; however, at its sole discretion, the University may award more than one Agreement for the supply and delivery of the items described herein. The University reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities, and to contract in the best interest of the University.

## **1.12 EXECUTION**

Bid proposals must be signed in ink by the Bidder. Alterations or corrections must be initialed in ink by the Bidder.

## **1.13 APPEAL OF AWARD**

A Bidder aggrieved by the award of an Agreement may file an appeal by writing to the Manager of Purchasing Services. The appeal must be received by the Manager of Purchasing Services within five working days after the award is made, must describe the basis for the appeal, and must include all argument and evidence the Bidder wishes the Manager of Purchasing Services to consider. Keeping track of the date an award is made is the responsibility of the Bidder(s).

## **1.14 ORDER OF PRECEDENCE**

To the extent that this proposal's terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows: 1) Special Conditions; 2) University of Idaho General Terms and Conditions; 3) Specifications.

## **SECTION 2 - TERMS AND CONDITIONS**

In addition to the University of Idaho General Terms and Conditions, the following terms and conditions shall apply to this Agreement.

### **2.1 LAWS, REGULATIONS, AND PERMITS**

The Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors, if any.

### **2.2 PAYMENT AND ACCEPTANCE**

Except as otherwise provided herein, payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

### **2.3 CONTRACTOR COMMITMENTS, WARRANTIES, AND REPRESENTATIONS**

- a. Any commitment by the Contractor within the scope of this Agreement shall be binding upon the Contractor. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for actual damages incurred by the University by reason of such failure of the Contractor. The rights and remedies of the University provided in this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under the terms of this Agreement. For purposes of this Agreement, a commitment by the Contractor includes: 1) prices and options committed to remain in force over a specified period of time; 2) any warranty or representation made by the Contractor in a proposal as to performance or any other physical, design, or functional characteristics; 3) any warranty or representation made by Contractor concerning the characteristics or items in (2) above, contained in any literature, descriptions, drawings or specifications accompanying or referred to in a proposal; 4) any modification of, affirmation, or representation as to the above that is made by Contractor in writing or during the course of negotiation, whether or not incorporated into a formal amendment to the proposal, supporting documents or negotiations subsequent thereto as to training to be provided, services to be performed, prices, and options committed to remain in force over a fixed period of time, or any other similar matter, regardless of the fact the duration of such commitment may exceed the duration of this Agreement.
- b. In addition to any other representations and warranties contained herein, Contractor represents and warrants the following: (1) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform its obligations hereunder; and (2) that it has all authorizations required under the circumstances to do business in Idaho, is properly licensed by all necessary governmental and public and quasi-public authorities, and has or will obtain all licenses and permits required by law.

### **2.4 CONTINUATION DURING DISPUTES**

The Contractor agrees, notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

### **2.5 TERMINATION FOR CONVENIENCE**

The University may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its reasonable costs, including contract reasonable close-out costs and a reasonable profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the University, the Contractor will account for the same and dispose of it in the manner the University directs.

## **2.6 INDEMNIFICATION**

Contractor shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of Contractor, or any of its agents, subcontractors, employees, invitees or guests. Contractor, upon notice from the University, shall defend the University at Contractor's expense by counsel reasonably satisfactory to the University. Contractor, as a material part of the consideration of the University, hereby waives all claims in respect thereof against the University.

Contractor shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the University and/or the University's insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University's interests.

## **2.7 GENERAL QUALITY**

All of the Contractor's work shall be performed with the highest degree of skill and completed in accordance with the Agreement Documents.

## **2.8 PROOF OF COMPLIANCE WITH AGREEMENT**

In order that the University may determine whether the Contractor has complied with the requirements of the Agreement Documents, the Contractor shall, at any time when requested, submit to the University properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

## **2.9 SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

## **2.10 INTEGRATION**

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless in writing communicated in the stipulated manner, and signed by the University and the Contractor.

## **2.11 APPROPRIATIONS CLAUSE**

If the term of this Agreement is longer than one year, the University's obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho's sole discretion, from revenues legally available to the University for the ensuing fiscal year for the purposes of this Agreement. If the State of Idaho does not appropriate the funds for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

## **2.12 IRS SECTION 501(C)(3) AND SECTION 115 CONSIDERATIONS**

If any provision of this Agreement may cause the University to lose its status as an Internal Revenue Code Section 501(c)(3) corporation, this Agreement shall be voidable. In the alternative, at the sole option of the University, the offending provision(s) shall be modifiable such that the provision(s) will no longer cause the University to lose its status as a 501(c)(3) corporation. The terms of the modification shall be subject to agreement in writing by all parties.

### **2.13 COMPLIANCE WITH GOVERNOR'S EXECUTIVE ORDER**

In the event any provision of this Agreement shall cause the University to be in violation of any of the Governor of Idaho's Executive Orders, then this Agreement shall be voidable at the sole option of the University.

### **2.14 RISK OF LOSS**

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, Contractor shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the University. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, the risk of all loss or damage shall be borne by University, excluding loss or damage caused by acts, omissions, or negligence of the Contractor.

### **2.15 REGENTS' APPROVAL**

This Agreement may be subject to approval by the Regents of the University of Idaho, and if it is and if such approval is not granted this Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

### **2.16 SURVIVAL OF TERMS**

The terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.

### **2.17 HEADINGS**

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

### **2.18 ADDITIONAL ACTS**

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

### **2.19 TIME OF ESSENCE**

All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

### **2.20 INFORMATION TRUE AND CORRECT**

All documents, agreements and other information provided to the University by Contractor or which Contractor has caused to be provided to the University are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

### **2.21 CONFIDENTIALITY**

The parties hereto agree that the terms and conditions of this Agreement shall be held in confidence except as required by or for applicable disclosure laws, financing sources, enforcement of the Agreement, mergers and acquisitions, or as otherwise mutually agreed by the Parties, and such agreement shall not be withheld unreasonably.

## **2.22 GENERAL, PUBLIC LIABILITY, AND WORKER'S COMPENSATION INSURANCE**

### a. WORKERS COMPENSATION INSURANCE

The Contractor shall maintain workers' compensation insurance in the amount of the statutory maximum and employer's liability insurance of at least one million dollars (\$1,000,000) and comply in all respects with regulations concerning the employment of labor required by any duly constituted authority having legal jurisdiction over the area in which the work is performed.

### b. COMPREHENSIVE GENERAL LIABILITY INSURANCE

The Contractor shall maintain such comprehensive general liability insurance (including broad form contractual liability, products, and completed operations) in the amount of at least one million dollars (\$1,000,000) covering personal injury, bodily injury, and property damage.

### c. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Contractor shall maintain Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, in the amount of one million dollars (\$1,000,000) covering personal injury, bodily injury, and property damage.

### d. GENERAL REQUIREMENTS

All insurance required hereunder shall be maintained in full force and effect in a company or companies reasonably satisfactory to the University and shall be maintained at the Contractor's expense. All insurance required hereunder shall name "The State of Idaho and The Regents of the University of Idaho, its agents, its employees, and its assigns" as additional insureds and shall contain a clause requiring written notice to the University thirty (30) days in advance of the cancellation, non-renewal, or material modification of said insurance as evidenced by return receipt of United States certified mail. Contractor must provide the University with an endorsement to the insurance policy demonstrating compliance with all provisions of this Section 7 contemporaneously with the execution and delivery of a final Agreement.

## **2.23 F.A.R. REQUIREMENT**

All purchase orders and contracts issued by the University of Idaho are subject to F.A.R. 52.209-6. Supplier warrants that neither supplier or its principals is presently debarred, suspended or proposed for debarment by the Federal Government.

## SECTION 3 - TECHNICAL SPECIFICATIONS AND BID FORM

### 3.1 INTRODUCTION

University of Idaho (“UI”), Information Technology Services Telecommunications and Video Services (“ITS”) is seeking bids for structured cabling services for various projects across UI’s campus for a time period running from approximately October 14, 2013 to June 31, 2014.

### 3.2 SCOPE OF WORK

- a. **Background:** Vendor will provide labor and parts for structured cabling projects at UI. Vendor technicians will install copper and fiber cabling infrastructure and wireless access points to include all necessary pathways. Vendor will provide a minimum of two technicians; need for additional technicians will be determined based on project or job complexity, and agreed upon by ITS and vendor authorized personnel prior to the start of the project.
- b. **Technical Requirements:** All work performed by installation personnel must be in accordance with industry accepted practices, such as those set forth by the EIA/TIA, BICSI and UI specifications. The installation must meet all applicable Federal and State laws, all fire and building codes, and all local jurisdiction requirements. Vendor will test all newly installed wiring and mark in accordance with UI standard procedures. The vendor shall be certified by the manufacturer for the systems being installed, and shall provide at least two technicians per site who are certified by the manufacturer for the system being installed. UI or its designees reserve the right of final approval on all materials and workmanship.
- c. **Scheduling:** UI will work with vendor representative to schedule all routine work to start within 5 business days of project notification. Individual job schedules for new construction and renovations must be adhered to so as not to slow up the project. The schedule(s) will be based upon the best available information at the time of development. The vendor shall be responsible for reviewing the schedule(s) and determining the necessary manpower to assure timely task completion. In the event of a major systems failure, such as a disruption of a network segment, backbone cable or an infrastructure outage affecting key UI decision makers and/or departments, the vendor will be able to respond within four business hours of notification.
- d. **Proper Tooling:** Vendor technicians shall possess and have proper knowledge of the appropriate tooling and equipment required for installing the specified materials. Vendor technicians will provide their own hand tools and personal safety equipment.
- e. **Walk through Inspections:** An approved vendor representative shall participate with UI representative in a walk through inspection of each installation upon its completion. UI reserves the right to reject substandard and/or incomplete installations and to withhold payment until walk through inspection exceptions are corrected.
- f. **Site Clean-ups:** Vendor is responsible for daily removal of all trash and debris to outside garbage containers by the end of each day or as needed during the course of the day. Port location areas shall be cleaned on an ongoing basis each time the vendor completes work in the area. The technicians are responsible for breaking down and removing all boxes and packing materials to an area designated by UI representatives.
- g. **Progress Reports:** Vendor will be required to submit weekly progress reports to a UI designee by close of business each Friday. Email is an acceptable delivery method. At a minimum, each report shall contain the following:
  - i. Work completed for the week
  - ii. Work scheduled for the following week
  - iii. Unforeseen construction obstacles, other comments, and any other information the vendor wishes to share
- h. **Project Timeline:** UI reserves the right to negotiate with vendor to determine the schedule to be adhered to for each project.

- i. **Material Coordination:** Vendor shall be responsible for the coordination of the materials. The vendor shall arrange for the delivery and acceptance of the materials on site and is responsible to maintain an orderly flow of materials so as to not impede the progress of installation. The vendor shall be required to keep a comprehensive log of material requisitions and receipts.
- j. **Material Responsibility:** Vendor will be responsible for all materials until UI and/or its designees accept the completed installation. This responsibility includes, but is not limited to: theft, vandalism, fire, acts of nature, demolition, etc. All costs for this responsibility shall be part of the materials cost (e.g. insurance rider). All acts of theft, vandalism, or other illegal activity shall be reported by the vendor to the UI representative, and the local law enforcement agency.
- k. **Material Specification:** The communications components selected for this project will be stated in the cost sheets contained in the vendor's response. Once selected, no substitutions will be allowed without written authorization from UI or its designees. Items will be procured from the vendor as needed during the projects. These items may include the following: conduit, cable suspension rings, penetration materials, fire stopping, cable ties, nuts and bolts, innerduct, surface raceway, fiber consumable, ground wire or Velcro wraps. All items will be included in each quote issued, prior to purchase order issuance.
- l. **Documentation:** UI will provide the vendor with plans to be used as floor plans upon which to base the (As-Built) drawings. These plans shall be reviewed for an acceptable labeling scheme and any non-standard workstation outlet locations shall be added. The vendor shall revise the As-Built drawing based upon any changes noted during installation and submit to UI at no additional cost. As-Built drawings of workstation outlet locations and identification numbers must be received within 30 days of completion of job and prior to payment.
- m. **Inspection and Acceptance Period:** UI or its designees shall periodically inspect the work of the vendor. When requested, the vendor shall, at no additional charge, supply an installation technician to accompany the individual(s) performing inspection tasks. The vendor shall be responsible for uncovering concealed areas in order for the work to be inspected. The vendor shall be required to make any repairs or modifications deemed necessary by UI and/or designees immediately to comply with the project specifications. UI requires a 30-day acceptance period after the completion of the project. Project completion is the conclusion of all specified work, including all: labeling, testing, documentation and site clean-up. UI and/or its designees shall utilize this period to perform workmanship evaluations and random testing. Once installation is accepted, UI will notify vendor in writing. Invoice shall not be issued by vendor until after the 30-day acceptance period has concluded.
- n. **Restoration Responses:** If the failure or malfunction of a component causes a single workstation outlet location to become inoperable, the vendor shall correct and make serviceable the station within 16 business hours of being notified of the problem. The repairs may be made during normal business hours. If the failure or malfunction of a component causes more than a single workstation outlet location (such as a network segment or backbone cable) to become inoperable, the vendor shall correct and make serviceable the stations within 24 clock hours, excluding weekends and holidays, of being notified of the problem. The repairs shall be made regardless of time of day. If the failure or malfunction is considered to be a major system failure, the vendor shall correct and make serviceable the stations within four business hours of being notified of the problem. The vendor shall be available during business hours to respond to repair calls. The vendor shall maintain contact with UI until the failure or malfunction is corrected.

### 3.3 PRICING

- a. **Parts Pricing:** Provide costs for the following list of frequently used parts. Other parts/materials may be quoted with this list. All other parts/materials must be quoted to a UI representative prior to the start of any project. UI shall approve any materials and parts prior to vendor procuring the items.

Quoted pricing should include:

- Unit price to be applied throughout the term of the services
- Cost of material **inclusive** of warranty, installation, and all additional expenses

<b>Part Number</b>	<b>Manufacturer</b>	<b>Description</b>	<b>Unit Price</b>
700211964	SYSTIMAX	1071, PVC/CMR BLUE	\$ _____
700212046	SYSTIMAX	1071, PVC/CMR WHITE	\$ _____
700211998	SYSTIMAX	1071, PVC/CMR YELLOW	\$ _____
700208093	SYSTIMAX	2071, PLENUM BLUE	\$ _____
700208101	SYSTIMAX	2071, PLENUM WHITE	\$ _____
700210123	SYSTIMAX	2071, PLENUM YELLOW	\$ _____
720102244	SYSTIMAX	2RU/LD CAT 6 PATCH PANEL	\$ _____
760152561	SYSTIMAX	1RU/HD CAT 6 PATCH PANEL	\$ _____
700206717	SYSTIMAX	MGS400-246, CAT 6 JACK	\$ _____
108168519	SYSTIMAX	3-PORT IVORY PLATE	\$ _____
760103150	SYSTIMAX	1RU FIX MODULAR CASSETTE SHELF	\$ _____
760109496	SYSTIMAX	12-LC-SM-BL-PIGTAILS	\$ _____
181061	ERICO	CAT16HP, 1" J-HOOK, HIGH PERFORMANCE	\$ _____
181062	ERICO	CAT32HP, 2" J-HOOK, HIGH PERFORMANCE	\$ _____
CATHP4Z34	ERICO	ROD/FLANGE ASSY	\$ _____
EC311	ERICO	ELECTRICAL DROP WIRE	\$ _____
LD10-E16	PANDUIT	LD10 PLASTIC RACEWAY	\$ _____
JBP1DEI	PANDUIT	WALL BOX	\$ _____
DCF-E16	PANDUIT	DROPPED CEILING ADAPTER	\$ _____
CCF-E16	PANDUIT	COVER CLIP	\$ _____
AT90	ALLENTEL	LOW VOLTAGE CUT-IN	\$ _____
46353-501	CHATSWORTH	6' RELAY RACK, CLEAR	\$ _____
40604-003	CHATSWORTH	ANCHOR BOLT KIT	\$ _____
10595-112	CHATSWORTH	MOUNTING PLATE	\$ _____
10250-112	CHATSWORTH	12" LADDER RACK	\$ _____
11421-112	CHATSWORTH	WALL BRACKET	\$ _____

b. Labor Pricing: Provide fully-burdened costs, including travel and overhead, for each technician level.

<b>Technician Level</b>	<b>Regular Rate (per hour)</b>	<b>Discount (per hour) for Increased Number of Staff</b>	<b>Overtime Rate (per hour)</b>
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

**UNIVERSITY OF IDAHO  
GENERAL TERMS AND CONDITIONS**

1. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CONTRACTOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED FOR IN WRITING BY THE PURCHASING MANAGER, UNIVERSITY OF IDAHO.
2. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of the University of Idaho Department of Purchasing Services.
3. PACKING: No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified.
4. DELIVERY: For any exceptions to the delivery date as specified on the order, Contractor shall give prior notification and obtain approval thereto from the University of Idaho Department of Purchasing Services. With respect to delivery under this order, time is of the essence and order is subject to termination for failure to deliver within the timeframe specified in this order.
5. SHIPPING INSTRUCTIONS: Unless otherwise instructed, all goods are to be shipped prepaid and allowed, FOB Destination.
6. ORDER NUMBERS: Agreement order numbers or purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
7. REJECTION: All goods, materials, or services purchased herein are subject to approval by the University of Idaho. Any rejection of goods, materials, or services resulting from nonconformity to the terms, conditions or specifications of this order, whether the goods are held by the University of Idaho or returned, will be at Contractor's risk and expense.
8. QUALITY STANDARDS: Brand names, models, and specifications referenced in herein are meant to establish a minimum standard of quality, performance, or use required by the University. No substitutions will be permitted without written authorization of the University of Idaho Department of Purchasing Services.
9. WARRANTIES: Contractor warrants that all products delivered under this order shall be new, unless otherwise specified, free from defects in material and workmanship, and shall be fit for the intended purpose. All products found defective shall be replaced by the Contractor upon notification by the University of Idaho. All costs of replacement, including shipping charges, are to be borne by the Contractor.
10. PAYMENT, CASH DISCOUNT: Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received and accepted, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the time specified.
11. LIENS, CLAIMS AND ENCUMBRANCES: Contractor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.
12. TERMINATION: In the event of a breach by Contractor of any of the provisions of this Agreement, the University of Idaho reserves the right to cancel and terminate this Agreement forthwith upon giving written notice to the Contractor. Contractor shall be liable for damages suffered by the University of Idaho resulting from Contractor's breach of Agreement.
13. TRADEMARKS: Contractor shall not use the name, trade name, trademark, or any other designation of the University, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.
14. SAVE HARMLESS: Contractor shall protect, indemnify, and save the University of Idaho and the State of Idaho harmless from and against any damage, cost or liability, including reasonable attorney's fees, for any or all injuries to persons or property arising from acts or omissions of Contractor, its employees, or subcontractors, howsoever caused.
15. OSHA REGULATIONS: Contractor guarantees all items, or services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act.

16. **TAXES:** The University of Idaho is exempt from payment of Idaho State Sales and Use Tax. In addition, the University is generally exempt from payment of Federal Excise Tax under a permanent authority from the District Director of the Internal Revenue Service. Exemption certificates will be furnished as required upon written request by Contractor. If Contractor is required to pay any taxes incurred as a result of doing business with the University of Idaho, it shall be solely responsible for the payment of those taxes. If Contractor is performing public works construction, it shall be responsible for payment of all sales and use taxes.
17. **BINDING EFFECT:** This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.
18. **ASSIGNMENTS:** No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of the Purchasing Manager, University of Idaho. Transfer of an Agreement without approval may cause the rescission of the transferred Agreement at the option of the University of Idaho.
19. **WAIVER:** No covenant, term or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default unless otherwise expressly agreed to in writing.
20. **FORCE MAJEURE:** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
21. **NO JOINT VENTURE:** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment or agency relationship between the parties.
22. **PRICE WARRANTY FOR COMMERCIAL ITEMS:** Contractor warrants that prices charged to the University of Idaho are based on Contractor's current catalog or market prices of commercial items sold in substantial quantities to the general public and prices charged do not exceed those charged by Contractor to other customers purchasing the same item in like or comparable quantities.
23. **NONDISCRIMINATION:** Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.
24. **UNIVERSITY REGULATIONS:** Contractor shall follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel.
25. **GOVERNING LAW:** This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

**OFFER**

**Bid No. 14-16B**

**TERMS AND CONDITIONS**

In compliance with the terms and conditions contained herein, the undersigned offers and agrees, if the offer is accepted within (number) calendar days from the time of this bid opening, to furnish any or all items upon which prices are offered and delivered at the designated point(s) within the time specified.

**ADDENDA**

The undersigned acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**SHIPPING AND DELIVERY**

Bidder agrees shipment: From (City, State) \_\_\_\_\_

Via (Carrier) \_\_\_\_\_

F.O.B. Destination \_\_\_\_\_

Delivery within \_\_\_\_\_ calendar days, after receipt of order

**SIGNATURES**

Company Name \_\_\_\_\_ Tax ID # \_\_\_\_\_

Authorized Representative (Print or Type) \_\_\_\_\_

Signature (Must be in ink) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City and State \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Date \_\_\_\_\_

Business Classification Type (Please check mark if applicable):

Minority Business Enterprise (MBE) \_\_\_\_\_

Women Owned Business Enterprise (WBE) \_\_\_\_\_

Small Business Enterprise (SBE) \_\_\_\_\_

Veteran Business Enterprise (VBE) \_\_\_\_\_

Disadvantaged Business Enterprise (DBE) \_\_\_\_\_

*Business Classification Type is used for tracking purposes, not as criteria for award.*