BOISE STATE UNIVERSITY

REQUEST FOR PROPOSAL

RFP #MC15-113

Electron Probe Microanalyzer

Issue Date June 24, 2015
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# 1. RFP Administrative Information

<table>
<thead>
<tr>
<th>RFP Title:</th>
<th>Electron Probe MicroAnalyzer</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Project Description:</td>
<td>It is the intent of Boise State University to receive proposals for the purchase of an Electron Probe MicroAnalyzer.</td>
</tr>
</tbody>
</table>
| RFP Lead:           | Mike Carr  
                       | Senior Buyer  
                       | 1910 University Drive  
                       | mikecarr@boisestate.edu  
                       | Phone: 208-426-1802  
                       | Fax: 208-426-1152      |
| Pre-Proposal Teleconference: | Monday June 29, 2015 from 11:00 – 12:00 AM Mountain Time |
| Call in information | (208) 426-7520 / PIN 375951            |
| Deadline To Receive Questions: | June 30, 2015, 5:00 Mountain Time |
| Anticipated Release of Answers to Questions: | July 1, 2015                     |
| RFP Closing Date:   | July 16, 2015, 5:00 Mountain Time     |
| RFP Opening Date:   | 10:30 a.m. Mountain Time the following work day after closing. |
| Validity of Proposal| Bid proposals are to remain valid for ninety (90) calendar days after the scheduled RFP opening date. Proposals submitted with a validity period of less than this will be found nonresponsive and will not be considered. |
| Freight Terms:      | All responses must include FOB Destination (Domestic) or DDP Destination (Incoterms 2010) with inside delivery. |
1.1 A non-mandatory pre-proposal teleconference will be held at the location and time as indicated in Section 1, page 2 of this RFP. This will be your opportunity to ask questions of the University staff. All interested parties are invited to participate. **Those choosing to participate must pre-register via email with the RFP lead to receive meeting details.** This conference will be used to explain, clarify, or identify areas of concern in the RFP. Those asking questions during the pre-proposal conference will be asked to submit those questions to the University in writing by the designated “Deadline to Receive Questions” period as indicated in Section 1, page 2 of this RFP. For simplicity’s sake, offerors are strongly encouraged to submit just one, final set of questions, after the pre-proposal conference but prior to the question deadline, rather than multiple sets of questions. Any oral answers given by the University during the pre-proposal conference are to be considered unofficial. Phone lines are limited so calling from conference lines is appreciated.

1.2 All questions must be submitted to the RFP Lead by the date and time noted above. Questions must be submitted using Attachment 1 via email to the RFP Lead at the address listed above. Official answers to all questions will be posted on the University’s website as an amendment as indicated in Section 1, page 2 of this RFP.

**Questions regarding the State of Idaho Standard Contract Terms and Conditions found at [http://purchasing.idaho.gov/pdf/terms/standard_terms_and_conditions.pdf](http://purchasing.idaho.gov/pdf/terms/standard_terms_and_conditions.pdf) and incorporated in this RFP by reference and the Solicitation Instructions to Vendors (Exhibit 5) must be submitted by the deadline to receive questions from the offeror, stated on Section 1, page 2 of the RFP. Note: Section 5 – Administrative Fee DOES NOT apply to this RFP. Questions, objections or proposed modifications to the State of Idaho Standard Contract Terms and Conditions and the Solicitation Instructions to Vendors must be proposed in writing during the question period in the format and manner provided in this section.**

Questions submitted regarding these requirements must contain the following for the University’s consideration:

1.2.1 The term or condition in question;
1.2.2 The rationale for the specific requirement being unacceptable to the offeror (define the deficiency);
1.2.3 Recommended verbiage for the University’s consideration that is consistent in content, context, and form with the University’s requirement that is being questioned; and
1.2.4 Explanation of how the University’s acceptance of the recommended verbiage is fair and equitable to both the University and the offeror.

Proposals received that qualify the offer based upon the University accepting other terms and conditions **not found in the RFP or which take exception to the University’s terms and conditions** may be found non-responsive, and no further consideration of the proposal will be given.

1.3 Proposal opening will be held at the location and time as indicated in Section 1, page 2 of this RFP. All offerors, authorized representatives and the general public are invited, at their own expense, to be present at the opening of the proposals. During the proposal opening only the names of the vendors will be provided.
2. (M) INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

2.1. Any qualified vendor may submit a proposal. All vendors are qualified unless disqualified. Those offerors presently on the General Service Administration's (GSA) “list of parties excluded from federal procurement and non-procurement programs” may be disqualified. Vendor information is available on the Internet at: https://www.sam.gov/index.html

2.2. Proposals must demonstrate that offerors have the ability to complete the described functions of this RFP.

2.3. In order to be considered for award, the sealed proposal must be delivered to the place specified, no later than the date and time specified in Section 1 of the RFP. A proposal received at the office designated in this RFP after the RFP closing date and time will not be accepted. No late proposals will be accepted.

2.4. The proposal must be submitted with the University–supplied signature pages which must contain an ORIGINAL HANDWRITTEN signature executed in BLUE INK and be returned with the relevant Solicitation documents. PHOTOCOPIED SIGNATURES or FACSIMILE SIGNATURES are NOT ACCEPTABLE.

2.4.1 The proposals must be addressed to the RFP Lead and clearly marked “CONTRACT PROPOSAL – RFP - MC15-113 Electron Probe Microanalyzer.

2.4.2 Each proposal must be submitted with one (1) original and three (3) copies of the Business and Scope of Work Proposal and one (1) original and one (1) copy of the Cost Proposal and Billing Procedures.

2.4.3 In addition, offerors must submit one (1) electronic copy of the proposal on CD or USB device. Word or Excel format is required. The only exception will be for financials or brochures. The format and content must be the same as the manually submitted proposal. The electronic version must NOT be password protected or locked in any way. Please attach the CD or USB device to the original version of the Business and Scope of Work Proposal.

2.4.4 Submit one (1) electronic, redacted copy of the Business and Scope of Work Proposal, on CD or USB device, with all trade secret information removed or blacked out, as described in Paragraph 32, “Public Records,” State of Idaho’s SOLICITATION INSTRUCTIONS TO VENDORS. The electronic file name should contain the word “redacted.” This is the copy of the offeror’s proposal which will be released under Idaho’s Public Record Law, if the proposal is requested. The redacted copy of the Business and Scope of Work Proposal must be an exact copy of the Business and Scope of Work Proposal regarding trade secret information. The original proposal and redacted proposal may be submitted on the same CD or USB device.

2.4.5 The proposal must be separated into two (2) distinct sections: Business and Scope of Work Proposal, and Cost Proposal.

2.4.6 The Business and Scope of Work Proposal must be sealed, identified “Business and Scope of Work Portion of Proposal – RFP #MC15-113 Electron Probe Micronanalyzer and include a cover letter (see section 4.3).
2.4.7. The Cost Proposal must be sealed, identified “Cost Portion of Proposal – RFP # MC15-113 Electron Probe Micrnanalyzer

2.5 **(M) INSURANCE**

2.5.1 Boise State University Certificate of Insurance Requirements from Outside Contractors/Vendors/Performers can be found here:
Main page is: [http://rmi.boisestate.edu/certificates-of-insurance/](http://rmi.boisestate.edu/certificates-of-insurance/)

2.5.2 All insurers shall have an “AM Best” rating (or equivalent) of A- or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Certificate Holder may choose to maintain.

2.5.3 Certificate Holder and Additional Insured shall read:
State of Idaho and Boise State University
Attn: Risk Management
1910 University Drive
Boise, ID 83725

The University reserves the right to have the original insurance certificates provided upon request. If the original document is requested, a contract will not be signed until it is received.

2.6. No verbal proposals or verbal modifications will be considered. An offeror may modify its proposal in writing prior to the RFP closing time. A written modification must include the date and signature of the offeror or its authorized representative.

2.7. All costs incurred in the preparation and submission of a proposal in response to this RFP, including, but not limited to, offeror’s travel expenses to attend the pre-proposal conference, proposal opening and presentation or negotiation sessions, must be the sole responsibility of offerors and will not be reimbursed by the University.

2.8. An appeal by a vendor of a bid specification, a non-responsiveness determination, or the award of a bid is governed by the Boise State University Purchasing Appeals Process, and must be filed in accordance with that process, which can be found on the Internet at [http://vpfa.boisestate.edu/purchasing/purchasing-procedures/](http://vpfa.boisestate.edu/purchasing/purchasing-procedures/)

2.9. The offeror must complete the attached Signature Page provided with the RFP, and submit with its proposal.

3. **TERMS OF PROCUREMENT PROCESS**

3.1. To be considered responsive, offerors should adhere to all requirements of this RFP. The determination of whether a proposal is responsive is a determination made solely by the University. The University reserves the right to waive any nonmaterial variation that does not violate the overall purpose of the RFP, frustrate the competitive bidding process, or afford any offeror an advantage not otherwise available to all offerors.
3.2. Proposals should be submitted on the most favorable terms from both a price and technical standpoint which offerors can propose. The University reserves the right to accept any part of a proposal, or reject all or any part of any proposal received, without financial obligation, if the University determines it to be in the best interest of the University to do so.

3.3. All data provided by the University in relation to this RFP represents the best and most accurate information available at the time of RFP preparation. Should any data later be discovered to be inaccurate, such inaccuracy will not constitute a basis for contract rejection by an offeror or contract amendment.

3.4. All proposal material submitted becomes the property of the University and will not be returned to offeror. Proposals and supporting documentation may be available for public inspection upon written request following the announcement of a contract award, except for information specifically labeled on each separate page as a “trade secret” or other exemption from disclosure under the Idaho Public Records Act, Section 9-340D(1), Idaho Code.

3.5. The proposal submitted by the successful offeror will be incorporated into and become part of the resulting contract. The University will have the right to use all concepts contained in any proposal and this right will not affect the solicitation or rejection of the proposal.

3.6. During the term of the federally funded project and thereafter, the machine may not be encumbered in any way, including but not limited to, promises of use or access to third parties.

3.7. Third party financing of the procurement transaction is not allowed and the University may not be obligated to third parties as part of the procurement transaction.

3.8. This Agreement is subject to approval by the Idaho State Board of Education and if such approval is not granted the Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

3.9. PROPOSAL FORMAT

These instructions describe the format to be used when submitting a proposal. Sections of the format may be listed with an Evaluated Requirement (definition below). Evaluation points may be deducted from the offeror’s possible score if the following format is not followed. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted proposals. There is no intent to limit the content of proposals. The proposal of the successful offeror will be appended to and incorporated into the RFP and the resulting contract or agreement, including the State’s Standard Terms and Conditions, http://purchasing.idaho.gov/pdf/terms/standard_terms_and_conditions.pdf. All terms should be reviewed carefully by each prospective offeror as the successful offeror is expected to comply with those terms and conditions, and may be found in breach of contract if terms conflict.

3.10. EVALUATION CODE - The codes and their meanings are as follows:
3.10.1 (M) Mandatory Specification or Requirement - failure to comply with any mandatory specification or requirement may render offeror’s proposal non-responsive and no further evaluation will occur. Offeror is required to respond to each mandatory specification with a statement outlining its understanding and how it will comply.

3.10.2 (ME) Mandatory and Evaluated Specification - failure to comply may render offeror’s proposal non-responsive and no further evaluation will occur. Offeror is required to respond to each mandatory and evaluated specification with a statement outlining its understanding and how it will comply. Points will be awarded based on predetermined criteria.

3.10.3 (E) Evaluated Specification - a response is desired. If not available, respond with “Not Available” or other response that identifies offeror’s ability or inability to supply the item or service. Failure to respond will result in zero (no) points awarded for this item.

3.11 (M) COVER LETTER - The Business and Scope of Work Proposal must include a cover letter on official letterhead of the offeror, the offeror’s name, mailing address, telephone number, facsimile number, and name of offeror’s authorized agent including an email address. The cover letter must identify the RFP Title, bid number and all materials and enclosures being forwarded collectively as the response to this RFP. The cover letter must be signed, in ink, by an individual authorized to commit the offeror to the work proposed. In addition, the cover letter must include:

3.11.1 Identification of the offeror’s corporate or other legal entity. Offerors must include their tax identification number. The offeror must be a legal entity with the legal right to contract.

3.11.2 A statement indicating the offeror’s acceptance of and willingness to comply with the requirements of the RFP and attachments, including but not limited to the State of Idaho Standard Contract Terms and Conditions

3.11.3 A statement of the offeror’s compliance with affirmative action and equal employment regulations.

3.11.4 A statement that the proposal was arrived at independently by the offeror without collusion, consultation, communication, or agreement with any other offeror as to any matter concerning pricing.

3.11.5 Statement that offeror has not employed any company or person other than a bona fide employee working solely for the offeror or a company regularly employed as its marketing agent, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the contractor or a company regularly employed by the contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this contract. The offeror must affirm its understanding and agreement that for breach or violation of this term, the University has the right to annul the contract without liability or, in its discretion, to deduct from the contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or
contingencies.

3.11.6 A statement naming the firms and/or staff responsible for writing the proposal.

3.11.7 A statement that offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.

3.11.8 A statement affirming the proposal will be firm and binding for ninety (90) days from the proposal opening date.

4.0 (M) AMENDMENT CONFIRMATION - If the RFP is amended, the offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the proposal may result in the proposal being found non-responsive.

4.5 TRADE SECRET AND PUBLIC RECORDS REQUEST Identify each page of the proposal that contains a “trade secret” per Section 3.4 above. Only those pages identified as “trade secret” or other exemption from disclosure will be exempt from disclosure if the proposal is requested pursuant to the Idaho Public Records Act. All other pages of the proposal will be released without review.

NOTE: If a proposal is marked as “trade secret” in its entirety, it will be considered public record in its entirety, and will be disclosed, if requested.

4.6. TABLE OF CONTENTS - Include in the Business and Scope of Work Proposal a table of contents; adequately identify the contents of each section, including page numbers of major subsections. The Table of Contents is not evaluated, and is for reference purposes only.

4.7. EXECUTIVE SUMMARY - Include in the Business and Scope of Work Proposal an executive summary, which provides a condensed overview of the contents of the Business and Scope of Work Proposal submitted by the offeror, which shows an understanding of the services to be performed. The Executive Summary is not evaluated, and is for summary purposes only.

4.8. BUSINESS INFORMATION

4.8.1 (E) Experience: Provide background and history of your company. Describe your company’s experience in providing collegiate football air charter and sponsorship agreement service.

4.8.2 (E) Required information provided as part of your proposal will be evaluated by University.

5. SCOPE OF WORK

Use this proposal outline as part of your response to the RFP, and identify it as Appendix A – Scope of Work. Keep in mind, the evaluators will be evaluating on the methodologies proposed
and the completeness of the response to each of the services listed below.

5.1 (M) GENERAL REQUIREMENTS – The requirements listed below must be adhered to by the successful offeror at all times during the life of the contract. The offeror must provide written acknowledgement they agree with and will adhere to these requirements.

5.1.1 University Marks - Boise State University’s registered trademarks, as well as other names, seals, logos, college colors and other indicia (“University Marks”) that are representative of the University may be used solely with permission of Boise State University. Notwithstanding the foregoing, the University logo may be used in the RFP response for illustrative purposes only. No use may be made of University Marks in any document which implies any association with or endorsement of the services of the bidding company or any other third party.

Where indicated, for each of the following, the proposal should address methodologies to be used, pertinent time lines, personnel and other pertinent information in order to implement the Scope of Work successfully to achieve full compliance with all tasks and deliverables. Offerors must identify any information or resources needed from the University in order to perform any of the work. For example, we have had a site survey conducted by Hitachi in the electron microscope lab within the last 5 years. If this is not adequate, the vendor should perform their own survey at their own expense, or otherwise include this expense in their proposal.

6.0 MANDATORY REQUIREMENTS
Note: All of Section 6 will be pass/fail, any proposal receiving a “fail” will not be considered further.

6.1) An electron probe microanalyzer equipped with WDS, EDS, BSE and SE detectors, and reflected light imaging, and a LaB6 electron source.

6.2) Vendor must have at minimum a 10-year record of manufacturing, installing, and servicing instruments with these capabilities.

6.3) Hardware (WDS, EDS, and imaging) must be fully integratable with Probe for EPMA (PfE) and Probe Image (PI) software.

6.4) Vendor shall provide at minimum 1 yr warranty on all hardware initiating after final acceptance of instrument.

7.0 EVALUATED REQUIREMENTS
Required information provided as part of your proposal will be evaluated by a committee composed of University personnel.

7.1 Electron gun specifications (up to 25 pts):

7.1.2 Gun shall provide stabilized current between at least 1 nA and 300 nA (5 pts), preferably up to 1 µA (10 pts), with a linearity better than 0.2%

7.1.3 Beam current variation will be 0.1% or less per hour and 0.6% or less per 12 hours, as measured at 15 KeV and 20 nA (5 pts)

7.1.4 Beam current variation will be 0.1% or less per hour and 0.6% or less per 12 hours as
measured at 15 KeV and 500 nA (10 pts)

7.2 Electron column specifications (up to 20 pts):

7.2.1 High voltage instability shall be no worse than 0.005% per hour (5 pts)

7.2.2 Faraday current variations shall be less than 0.3% when determined on Fe and C at 10 KeV and 25 KeV and 50 nA current (5 pts)

7.2.3 Movement of stage between limits shall affect beam current by less than 0.1% (5 pts)

7.2.4 Spray test (5 pts): stray beam measured using a 100 μm aperture target will be less than 0.0001 (100 ppm by weight) of target and host block using a 100 nA beam and operating voltages of 5 to 30 KeV.

7.3 WDS specifications (up to 90 pts):

7.3.1 Vendor shall supply 4 or 5 WDS spectrometers equipped as follows:
Spec 1 (10 pts): 4-crystal spectrometer with TAP, PET, a crystal optimized for C, and a crystal optimized for O.
Spec 2 (5 pts): PET and a crystal optimized for F
Spec 3 (5 pts): TAP and PET
Spec 4 (5 pts): PET and LIF
Spec 5 (5 pts): PET and LIF

7.3.2 Spectrometers 4 and 5 equipped with high count-rate detectors (e.g. high pressure GFPC or Xe) will receive an additional 10 pts each (0-20 pts).

7.3.3 Each large-area crystal (e.g. LPET rather than PET) provided for Spectrometers 2-5 will receive an additional 5 pts (0-40 pts).

Note: we are not interested in small Rowland circle, high count-rate spectrometers.

Minimum crystal specifications shall be as follows (as normalized/extrapolated to pure metals; 20 pts if the proposed configuration meets at least 80% of the following specifications):

<table>
<thead>
<tr>
<th>Crystal</th>
<th>line</th>
<th>cps/nA</th>
<th>P/B</th>
<th>line</th>
<th>cps/nA</th>
<th>P/B</th>
</tr>
</thead>
<tbody>
<tr>
<td>C-opt*</td>
<td>C Kα</td>
<td>1250</td>
<td>65</td>
<td>O Kα</td>
<td>400</td>
<td>100</td>
</tr>
<tr>
<td>O-opt*</td>
<td>O Kα</td>
<td>200</td>
<td>80</td>
<td>F Kα</td>
<td>1000</td>
<td>150</td>
</tr>
<tr>
<td>F-opt*</td>
<td>O Kα</td>
<td>100</td>
<td>100</td>
<td>F Kα</td>
<td>500</td>
<td>200</td>
</tr>
<tr>
<td>TAP</td>
<td>Mg Kα</td>
<td>2500</td>
<td>1000</td>
<td>Si Kα</td>
<td>4000</td>
<td>900</td>
</tr>
<tr>
<td>PET</td>
<td>Ti Kα</td>
<td>2000</td>
<td>400</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LPET</td>
<td>Ti Kα</td>
<td>5500</td>
<td>400</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>LIF</td>
<td>Fe Kα</td>
<td>950</td>
<td>500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LLIF‡</td>
<td>Fe Kα</td>
<td>4000</td>
<td>500</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* = Light Element crystals optimized for analysis of O, C and F
‡= High pressure GFPC or Xe detector

7.3.4 Flank tests† reproduce count rates to ±0.7% (10 pts), preferably ±0.3% (15 pts) on at minimum of 80% of crystals in proposed configuration.

†In flank tests, two high count-rate lines from near the extremes of the crystal are located, and the spectrometer detuned to ½ the count rate of the peak. The spectrometer is moved between these two detuned peak positions and the count rate monitored for at least 10,
preferably 20 cycles, and the count rate statistics determined. For example, on a PET crystal, this might be checked using Si and Mn K peaks as measured on a manganese silicate.

7.4 SE and BSE specifications (up to 20 pts):

7.4.1 SE image resolution of 7 nm or better at 20 KeV with a beam current of at least 100 pA (5 pts), preferably at 300 pA (10 pts)

7.4.2 BSE atomic number resolution must be at least 0.1 Z or better at Z=29 (must easily contrast Cu/brass sample) at 10 KeV and 5 KeV, 5 nA beam (10 pts)

7.5 Light optical specifications (up to 25 pts):

7.5.1 Optical depth of focus better than ±1 µm at 300-400x, verified using high-resolution video capture images. (5 pts)

7.5.2 Autofocus will reproduce Z-position to ±1 µm (5 pts)

7.5.3 Transmitted light (5 pts)

7.5.4 Variable optical magnification between 200 and 1300x (5 pts)

7.5.5 Publication-quality optical images (5 pts)

7.6 Stage specifications (up to 40 pts)

7.6.1 Stage shall remain level at all positions such that k-ratios for each spectrometer tuned to the same element will reproduce to ±0.5%. (10 pts)

7.6.2 Top referencing of specimens (5 pts)

7.6.3 Stage slew speed shall be at minimum 5 mm/sec in X-Y and 1 mm/sec in Z (5 pts), preferably ≥10 mm/sec in X-Y and ≥2 mm/sec in Z (10 pts)

7.6.4 Stage shall have better than ±0.5 µm position resolution on all 3 axes. (5 pts)

7.6.5 Stage reproducibility shall be better than ±1 µm (5 pts), preferably ±0.5 µm (10 pts) for all 3 axes. This specification will be tested by collecting an SE or BSE image at high magnification (e.g., 10,000X) at a stored position, moving stage to X-Y-Z limits, and returning to original stored position and recollecting image.

7.7 Interface, Software, and Documentation (up to 35 pts)

7.7.1 All documentation of EPMA operation and software shall be provided in English (5 pts)

7.7.2 Acquisition of WDS mapping (stage or beam) and EDS spectra shall be synchronized to ensure simultaneous WDS and EDS mapping. (25 pts)

7.7.3 Copies of operation and maintenance manuals, which are searchable electronically (5 pts)

7.8 Long-term reliability and warranties (up to 55 pts)
7.8.1 Vendor shall demonstrate long-term reliability (up to 10 years) in the form of repair statistics, customer satisfaction surveys, or other written documentation. In the absence of such formal documentation, Boise State will assess this through user surveys. (0-25 pts)

7.8.2 Extended warranty for 3 years (10 pts)

7.8.3 Stage will be warrantied for 10 years, regardless of whether a full service contract is maintained (10 pts).

7.8.4 Variable service plan levels to meet our budget. Limited Service (5 pts) Full Service (10pts)

7.8.5 Boise State University requests in conjunction with this proposal Contractors provide names of contact, position of contact, addresses and phone numbers of three customers that you have provided with the same products and services

7.8.5 Boise State University reserves the right to request additional references and/or contact any other references that may not have been provided by Contractor. Standard industry reference inquiries shall be utilized during this process.

8.0 (ME) COST PROPOSAL

8.1 Cost (up to 45 pts)

8.0.1 We have a fixed budget of $914.5k (assuming a second year of funding from NSF). Proposals meeting our budget will receive 25 points. Total cost must include the cost for PfE. If vendor does not include a line-item quote for PfE, the cost for this software will be added to the total based on a quote from Probe Software, Inc.

8.0.2 Proposals meeting our budget including both PfE (Probe Integratable) and PI (Probe Image) will receive 35 pts. If vendor does not include a line-item quote for PfE or PI, the cost for this software will be added to the total based on a quote from Probe Software, Inc.

8.0.3 Proposals meeting our budget including PfE, PI and Stratagem Thin Film will receive 45 pts. If vendor does not include a line-item quote for PfE, PI, or Stratagem, the cost for this software will be added to the total based on a quote from Probe Software, Inc.

9.0 PROPOSAL REVIEW AND EVALUATION

9.1 The objective of the University in soliciting and evaluating proposals is to ensure the selection of a firm that will produce the best possible results for the funds expended.

9.2 All proposals will be evaluated first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in Section 2.4. All proposals not meeting the Mandatory Submission Requirements will be found non-responsive.

9.3 The Business and Scope of Work proposal will be evaluated first as either “pass” or “fail,” based on the compliance with those requirements listed in the RFP with an (M). All proposals that meet the requirements will continue in the evaluation process outlined in Section 7.

9.4 Offeror will be notified of the result of the procurement process in writing. Written notification
will be sent to the authorized signer on the University’s signature page.

9.5 The proposals will be reviewed and evaluated by Individual Scoring – Each member of the Proposal Evaluation Committee must confidentially and independently evaluate the proposals submitted. The criteria described below must be used by each Committee member to evaluate and score the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the requirements of this RFP. The Committee must then meet as a group. Individual scores may be re-evaluated and may or may not be changed by each member at that time. A final independent score must be recorded for each committee member.

The Committee may consult with subject matter experts to review and advise on any portion of the proposals.

9.8 The University reserves the right to seek and consider information from sources other than those provided by the offeror who may have pertinent information concerning the offeror’s ability to perform these services. The University may use this information to determine whether the offeror is a responsible offeror.

9.9 For those proposals making it to the cost evaluation, the total points for the technical portion will be summed with the cost points and the proposals will be ranked by final total score.

EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Points</th>
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<tr>
<td>Mandatory Requirements Met</td>
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<td>25 points</td>
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<td>Electron Column Specifications</td>
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<td>WDS Specifications</td>
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<td>SE and BSE Specifications</td>
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<td>Light Optical Specifications</td>
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<td>Stage Specifications</td>
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<td>Interface, Software, and Documentation</td>
<td>(7.7)</td>
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<td>Long-Term Reliability and Warranties</td>
<td>(7.8)</td>
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<td>Cost</td>
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<td>Total Points Available</td>
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<td>355 points</td>
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</table>
10.0 GENERAL TERMS AND CONDITIONS

10.1 The RFP, all attachments and amendments, the successful offeror’s proposal submitted in response to the RFP, any negotiated changes to the same, will become the contract.

10.2 The contract, in its incorporated composite form, represents the entire agreement between the Contractor and University and supersedes all prior negotiations, representations, understandings or agreements, either written or oral.

10.3 From the date of release of this solicitation until Intent to Award Letter is issued, all contact and requests for information shall be directed to the RFP lead, only. Regarding this solicitation, all contact with other personnel employed by or under contract with the University is restricted. During the same period, no prospective vendor shall approach personnel employed by, or under contract to the University, on any other related matters. An exception to this restriction will be made for vendors who, in the normal course of work under a current and valid contract with the University, may need to discuss legitimate business matters concerning their work with the contracting department. Violation of these conditions may be considered sufficient cause by the University to reject a vendor’s bid or proposal, irrespective of any other consideration.
APPENDIX A

Scope of Work

(The contractor’s proposal will be included in the contract as Appendix A – Scope of Work)
ATTACHMENT 1
OFFEROR QUESTIONS

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY’S NAME IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. THIS FORM AND THIS FORM ONLY IS TO BE USED.
2. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
3. Questions must be received on time or will be rejected and not considered.
4. Enter the RFP section number that the question is for in the “RFP Section” field (column 2). If the question is a general question not related to a specific RFP section, enter “General” in column 2. If the question is in regards to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example “Attachment A”) in the “RFP Section” (column 2), and the attachment page number in the “RFP page” field (column 3).
5. Do not enter text in column 5 (Answers). This is for the University’s use only.
6. Once completed, this form is to be emailed per the instructions in the RFP. The email subject line is to state the RFP number followed by “Questions.”
Title of RFP, RFP# MC15-113
Questions are due by 5:00 PM MT, per the date listed in 1. Administrative Information.

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<thead>
<tr>
<th>Question</th>
<th>RFP Section</th>
<th>RFP Page</th>
<th>Question</th>
<th>Response</th>
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<td>Solicitation</td>
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<td>Offeror</td>
<td>Any company responding to this Request for Proposal</td>
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<td>University</td>
<td>Boise State University</td>
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EXHIBIT 1
SOLICITATION INSTRUCTIONS TO VENDORS

1. AUTHORITY TO PURCHASE: The University is authorized pursuant to Idaho Code Section 67-5728 to execute and administer Contracts for the procurement of goods and services for the University in accordance with the University’s established policies and procedures. Pursuant to Idaho Code Section 67-5725, all agreements made in violation of the applicable purchasing statutes or rules, including the University’s purchasing policies, shall be void and any sum of money advanced by the University shall be repaid.

2. E-PURCHASING: The University may utilize the Idaho e-Procurement System (IPRO), an electronic procurement system. Depending upon which profiling options vendors select in IPRO, vendors may be sent email notifications of acquisition opportunities on those Solicitations electronically posted.

3. ELECTRONIC SIGNATURES: IPRO processes all information electronically on the Internet. Signatures by both the submitting Vendor and the University when using IPRO may be electronic and electronic signatures used with IPRO are as fully binding and legal for the University's purchasing process as a manually-affixed signature. Any reference in these Solicitation Instructions to Vendors to “signed,” “signature,” “manually signed in ink,” or equivalents will include electronic signature, if the submitting Vendor is using IPRO.

4. DEFINITIONS: Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-5716.

A. Agency - All offices, departments, divisions, bureaus, boards, commissions and institutions of the state, including the public utilities commission, but excluding other legislative and judicial branches of government, and excluding the governor, the lieutenant-governor, the secretary of state, the state controller, the state treasurer, the attorney general, and the superintendent of public instruction.

B. Bid – A written offer that is binding on the Bidder to perform a Contract to purchase or supply Property in response to an Invitation to Bid.

C. Bidder – A Vendor who has submitted a Bid.

D. Contract - Contract means any University-written agreement, including a Solicitation or specification documents and the accepted portions of the Solicitation, for the acquisition of Property. Generally, the term is used to describe term contracts, definite or indefinite quantity or delivery contracts or other acquisition agreements whose subject matter involves multiple payments and deliveries.

E. Contractor - A Vendor who has been awarded a Contract.

F. Invitation to Bid – All documents, whether attached or incorporated by reference, utilized for soliciting formal sealed Bids.

G. Offeror – A Vendor who has submitted a proposal in response to a Request for Proposals for Property to be acquired by the University.

H. Property. Goods, services, parts, supplies and equipment, both tangible and intangible, including, but nonexclusively, designs, plans, programs, systems, techniques and any rights and interests in such Property. Includes concession services and rights to access or use state property or facilities for business purposes.

I. Proposal – A written response, including pricing information, to a Request for Proposals that describes the solution or means of providing the Property requested and which Proposal is considered an offer to perform in full response to the Request for Proposals. Price may be an evaluation criterion for Proposals, but will not necessarily be the predominant basis for Contract award.

J. Quotation – An offer to supply Property in response to a Request for Quotation and generally used for small or emergency purchases.

K. Request for Quotation – The document, form or method generally used for purchases solicited in accordance with small purchase or emergency purchase procedures.

L. Request for Proposals (RFP) – Includes all documents, whether attached or incorporated by reference, utilized for soliciting competitive Proposals and is generally utilized in the acquisition of services or complex purchases.

M. Solicitation – An Invitation To Bid, a Request For Proposals or other document issued by the purchasing activity for the purpose of soliciting Bids, Proposals or Quotations to perform a Contract.

N. State – The State of Idaho including each Agency unless the context implies other state(s) of the United States.

O. University – Boise State University.
P. Vendor – A person or entity capable of supplying Property to the University.

5. AWARD METHOD: Contracts may only be awarded to the "Lowest Responsible Bidder." The Lowest Responsible Bidder is defined by Idaho Code Section 67-5716(12) as "The responsible bidder whose bid reflects the lowest acquisition price to be paid by the state; except that when specifications are valued or comparative performance examinations are conducted, the results of such examinations and the relative score of valued specifications will be weighed, as set out in the specifications, in determining the lowest acquisition price." When deemed to be in the best interest of the University, and set forth in the Solicitation documents, additional consideration may be given to the elements of discounts, supply location, quality of products or previous service, delivery time, or other elements.

6. ADMINISTRATIVE FEE: In accordance with Paragraph 5 of the State of Idaho Standard Terms and Conditions, Contracts issued through IPRO may be subject to an Administrative Fee of one point two five percent (1.25%) of the awarded value of the Contract, unless otherwise exempt (See Paragraph 5, State of Idaho Standard Terms and Conditions). **(Administrative fee does not apply to this Request for Proposal)**

7. DETERMINATION OF RESPONSIBILITY: The University reserves the right to make reasonable inquiry about or from the submitting Vendor or from third parties to determine the responsibility of a submitting Vendor. Such inquiry may include, but not be limited to, inquiry regarding financial statements, credit ratings, references, potential subcontractors, and past performance. The unreasonable failure of a submitting Vendor to promptly supply any requested information may result in a finding of non-responsibility.

8. SOLICITATION AMENDMENTS: It will be the Vendors’ responsibility to check for any amendments to the solicitation document(s) prior to submitting a Bid, Proposal, or Quotation on the University website found at http://vpfa.boisestate.edu/purchasing/purchasing-bid-opportunities. Information given to one Vendor will be available to all other Vendors if such information is necessary for purposes of submitting a Bid, Proposal or Quotation, or if failure to give such information would be prejudicial to uninformed Vendors.

9. NOTICE OF EFFECTIVENESS: No Contract is effective until the authorized University purchasing official has signed the Contract (which signature may be electronic), and the effective or award date has passed. The Vendor shall not provide any goods or render services until the Contract has been signed by the University purchasing official and the Contract has become effective. Furthermore, the University is in no way responsible for reimbursing the Vendor for goods provided or services rendered prior to the signature by the authorized University purchasing official and the arrival of the effective date of the Contract.

10. ECONOMY OF PREPARATION: If submitting a response to a solicitation, responses should be prepared simply and economically, providing a clear, complete and concise description of the Offeror’s capabilities to satisfy the University’s requirements.

11. SPECIFICATIONS: Specifications describe the Property the University wants to acquire. Vendors are encouraged to review the specifications closely and present written questions within the time prescribed in the Solicitation to the designated purchasing official. See also Paragraph 14 on Administrative Appeals. The University is prohibited from accepting Property that does not meet minimum specifications pursuant to Idaho Code Section 67-5726(4) and Section 67-5736.

12. LAWS: The laws governing the University’s purchases of goods and services are found in Idaho Code Section 67-5714 through Section 67-5744, available on the Internet at http://purchasing.idaho.gov/rules_and_policies.html. It is the Vendor’s responsibility to conform to **ALL** applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist Vendors in meeting applicable requirements but is not exhaustive and the University will not be responsible for any failure by any Vendor to meet applicable requirements.

13. PREFERENCE FOR IDAHO SUPPLIERS FOR PURCHASES: Idaho preferences are governed by Idaho Code Section 67-2349 (Reciprocal Preference) and Idaho Code Section 60-101 – 103 (Printing).


15. SUBMISSION FORMS:

A. Manual Submissions – For manually sealed and submitted Bids or Proposals, a submitting Vendor must use the University’s supplied signature page (or other binding document as specified) when submitting its Bid or Proposal. The signature page must be manually signed in ink by an authorized agent of the submitting Vendor and returned with the submission package. Manually-submitted Bids or Proposals submitted without the signature page shall be found non-responsive and will not be considered. An incomplete, unsigned, or modified signature page will be cause for a finding of non-responsive. The signature page must contain an **ORIGINAL HANDWRITTEN** signature executed in **INK** and be returned as part of the submitting Vendor’s Bid or Proposal. **PHOTOCOPIED SIGNATURES or FACSIMILE SIGNATURES are NOT ACCEPTABLE.** Submissions must be completed either in ink or typewritten. Forms or figures written in pencil are not acceptable. Mistakes should not be erased but may be crossed out and corrections inserted next to the errors and initialed **IN INK** by the person signing.

B. Submission Forms – Manual Quotations – For manually submitted Quotations, the submitting Vendor may use any response and submission form authorized by the Request For Quotation, including oral, telephonic, facsimile, email, or regular mail.
C. Submission Forms – Electronic – For Vendors using IPRO, proper completion of the electronic forms is required.

D. Submission Forms – Manual or Electronic – Regardless of Submission Form, Vendor warrants by submitting a Bid, Proposal or Quotation that it accepts the State of Idaho Standard Contract Terms and Conditions and the Solicitation Instructions to Vendors, and any Special Terms and Conditions identified in the Solicitation. Additionally, one or more of the following may be applicable:

1. If the Vendor is a corporation, partnership, sole proprietorship or other legal entity, and employs individual persons, by submitting its Bid, Proposal or Quotation, vendor warrants that any Contract resulting from this Solicitation is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/ee09/ee_2009_10.html]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of its Contract; or

2. If Vendor is a natural person eighteen (18) years of age or older,

   a. by submitting its Bid, Proposal or Quotation, warrants that its Bid, Proposal or Quotation is subject to Idaho Code section 67-7903 and, pursuant thereto, by submitting its Bid, Proposal or Quotation, attests, under penalty of perjury, that it is a United States citizen or legal permanent resident or that it is otherwise lawfully present in the United States pursuant to federal law; and

   b. prior to being issued a Contract, Vendor will be required to submit proof of lawful presence in the United States in accordance with Idaho Code Section 67-7903.

16. BID AND REQUEST FOR PROPOSAL SUBMISSIONS:

A. Manual Submissions – Unless otherwise stated elsewhere in the Solicitation, the submission package or envelope must be SEALED and plainly marked in the LOWER left corner with the following: (i) the name of the item or service being sought; (ii) opening date and time; and (iii) the Solicitation number. This information is found in the Solicitation document. The submitting Vendor’s return address must appear on the envelope or package. Any Bid sheets and the signature page containing an original authorized signature must be submitted in a sealed envelope or package. (Do not respond to more than one Solicitation in the same envelope!) A submission made using “Express/Overnight” services must be shipped in a separate sealed inner envelope/package identified as stated above, and enclosed inside the “Express/Overnight” shipping container or package. No responsibility will attach to the University, or to any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a submission not properly addressed and identified. DO NOT FAX YOUR BID OR PROPOSAL. No oral, telephone, facsimile or late submissions will be considered. All submissions must be received at the physical address designated for courier service and time/date stamped by the purchasing activity prior to the closing date and time. It is the submitting Vendor’s responsibility to timely submit its Bid or Proposal in a properly marked envelope, prior to the scheduled closing, for receipt in sufficient time to allow the submission to be time and date stamped prior to the closing time.

B. Bid Submissions – Electronic – For Bids, Proposals or Quotations submitted by means other than manual methods, submitting Vendors using IPRO must complete all steps in the submission process prior to the scheduled closing date and time.

C. Late Submissions – It is the submitting Vendor’s responsibility to ensure that its Bid, Quotation, or Proposal is delivered or electronically submitted to the place designated for receipt prior to the specified closing time. Late submissions will not be considered under any circumstances. The official time used in the receipt of manual submissions is the prevailing local time as evidenced by the automatic time/date stamp located at the physical address designated for receipt of Bids, Quotations or Proposals. Electronic submissions will use IPRO’s time to determine receipt time. No responsibility will be assumed for delays in the delivery of mail by the U.S. Post Office, private couriers, the intra-State mail system, or for the failure of any computer or electronic equipment. Submitting Vendors should be advised the intra-State mail system may increase delivery time from Central Postal to the place designated for receipt and should plan accordingly. LATE SUBMISSIONS WILL BE DECLARED REJECTED AS NON-RESPONSIVE AND RETURNED TO THE SUBMITTING VENDOR. NO DEVIATIONS WILL BE ALLOWED.

17. TABULATION INFORMATION:

Manual/Electronic Opening – Electronic and manually-distributed Solicitations will contain detailed information regarding closing/opening dates and times. Vendors may attend openings of manually-submitted Solicitations at the place, date, and time specified in the Solicitation. At that time, for Bids, the names of Bidders and Bid amounts will be announced. For Proposals, only the names of the Offerors will be announced. No other information will be disclosed at that time. Persons may request tabulation information when it becomes available. Depending upon the complexity of the Solicitation, tabulations may take as long as thirty (30) calendar days. No tabulation information will be given over the phone.

18. TERMS AND CONDITIONS OF ENSURING CONTRACT: Any ensuing Contract will be governed by the State of Idaho Standard Contract Terms and Conditions, any applicable Special Terms and Conditions and, if applicable, any negotiated provisions, all as specified in the Solicitation. Unless otherwise identified in the Solicitation, no additional or supplemental terms and conditions submitted by the submitting Vendor as part of its response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and shall be inapplicable to this Solicitation and any ensuing Contract. If additional or supplemental terms
and conditions, either intentionally or inadvertently appear separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the State of Idaho Standard Contract Terms and Conditions and any Special Terms and Conditions in the Solicitation are the only conditions applicable to the Solicitation and any ensuing Contract and the submitting Vendor's authorized signature affixed to the signature page form attests to this. If you condition your Bid or Proposal on such additional terms and conditions, your Quote, Bid or Proposal may be deemed non-responsive. IF YOU HAVE QUESTIONS OR CONCERNS REGARDING THE UNIVERSITY’S TERMS AND CONDITIONS, ADDRESS THEM IN WRITING TO THE DESIGNATED PURCHASING OFFICIAL WITHIN THE TIME PERIOD PRESCRIBED PRIOR TO THE SOLICITATION CLOSING DATE.

19. PRE-OPENING SOLICITATION WITHDRAWALS OR MODIFICATION:

A. Manual – Manual submissions may be withdrawn or modified only as follows: Bids or Proposals may be withdrawn or modified prior to the closing by written communication signed in ink by the submitting Vendor. Bids or Proposals may be withdrawn prior to closing in person upon presentation of satisfactory evidence establishing the individual's authority to act on behalf of the submitting Vendor. Any withdrawing or modifying communication must clearly identify the Solicitation. A modifying letter should be worded so as NOT to reveal the amount.

B. Pre-Opening Solicitation Withdrawals – Electronic – A submitting Vendor using IPRO may withdraw a previously submitted Solicitation response at any time prior to the closing by submitting another response with a zero unit price for each affected line item of the Solicitation and inserting the words “WITHDRAWAL OF PREVIOUSLY SUBMITTED BID” in the comments field for each affected line item.

C. Pre-Opening Solicitation Modification – Electronic – A submitting Vendor using IPRO may modify or change a previously submitted Solicitation response at any time prior to the closing by submitting another Solicitation response. Each additional response or submission has the effect of canceling the previous response and replacing it with the submitting Vendor’s most current Solicitation response.

20. REJECTION OF BIDS AND PROPOSALS AND CANCELLATION OF SOLICITATION:

A. Prior to the issuance of a Contract, the University shall have the right to accept or reject all or any part of a Bid, Proposal or Quotation or any and all Bids, Proposals and Quotations when: (i) it is in the best interests of the University; (ii) the Bid, Proposal or Quotation does not meet the minimum specifications; (iii) the Bid, Proposal or Quotation is the lowest responsible Bid, Proposal or Quotation; (iv) a finding is made based upon available evidence that a submitting Vendor is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill Contract requirements; or (v) the item offered deviates to a major degree from the specifications, as determined by the University (minor deviations, as determined by the University, may be accepted as substantially meeting the Solicitation requirements). Deviations will be considered major when such deviations appear to frustrate the competitive Solicitation process or provide a submitting Vendor an unfair advantage.

B. Prior to the issuance of a Contract, the University shall have the right to reject all Bids, Proposals, or Quotations or to cancel a Solicitation. Cancellation may be for reasons that include, but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) Property is no longer required; (iv) there is a change in requirements; (v) all submissions are deemed unreasonable or sufficient funds are not available; (vi) Bids, Proposals or Quotations were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the Solicitation process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the University.

21. BURDEN OF PROOF: It shall be the responsibility and burden of the submitting Vendor to furnish, with its original submission, unless otherwise provided in the Solicitation, sufficient data for the University to determine whether or not the property offered conforms to the specifications.

22. ALTERNATE BIDS: Multiple bids submitted by a single submitting Vendor, or a submitting Vendor’s alternate bids, WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.

23. DISCOUNTS: Discounts, when applicable, shall be shown in a single net percentage figure (e.g. 57-1/4% instead of 50, 10, and 5 percent). DISCOUNTS FOR PROMPT PAYMENT WILL BE ACCEPTED BUT CANNOT BE USED IN DETERMINING THE LOWEST BID.

24. UNIT PRICES GOVERN: Unit prices shall govern. IMPORTANT: Prices must be given in the "unit of measure" required in the Solicitation. Example: If the Solicitation requires an item by the "piece," submit pricing by the "piece." If the Solicitation requires an item by the "foot," submit pricing by the "foot."

25. FIRM PRICES: The submitting Vendor agrees that its Bid, Quotation or Proposal shall be good and may not be withdrawn for a period of sixty (60) days after the scheduled closing date, unless otherwise identified in the Solicitation. No Bid, Quotation or Proposal will be accepted if marked "price prevailing at time of delivery," "estimated prices," “actual costs to be billed,” or similar phrases. After the date and time of closing, no price change will be allowed, unless otherwise stated in the Solicitation. All Bids, Quotations and Proposals must be in U.S. Dollars.

26. ORAL INFORMATION: Questions concerning a Solicitation must be directed in writing to the designated purchasing official in the
period of time prescribed in the Solicitation. Bids, Proposals, or Quotations deviating from the specifications by any means other than that which is allowed by an amendment to the Solicitation written and issued by the University will be subject to rejection. The University will not be responsible for any verbal or oral information given to Vendors by anyone other than an authorized purchasing official who has providing information in writing. Reliance on any oral representation is at the Vendor's sole risk.

27. GOVERNMENTAL USE ONLY: Unless otherwise noted in the Solicitation, all purchases made pursuant to the Solicitation are for the internal use of government only and will not be resold to the general public at retail. Upon request, the University will issue a certification that all purchases made pursuant to the Solicitation are intended for the internal use of government and will not be resold to the general public at retail.

28. PUBLIC RECORDS:

A. The Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State Agency or a local agency (political subdivision of the State of Idaho) regardless of the physical form or character. All, or most, of the information contained in your response to the University's Solicitation will be a public record subject to disclosure under the Public Records Law. The Public Records Law contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. If you consider any material that you provide in your Bid, Proposal or Quotation to be a trade secret, or otherwise protected from disclosure, you MUST so indicate by marking as “exempt” EACH PAGE containing such information. Marking your entire Bid, Proposal or Quotation as exempt is not acceptable or in accordance with the Solicitation or the Public Records Law and WILL NOT BE HONORED. In addition, a legend or statement on one (1) page that all or substantially all of the response is exempt from disclosure is not acceptable or in accordance with the Public Records Law and WILL NOT BE HONORED. Prices that you provide in your Bid, Proposal or Quotation are not a trade secret. The University, to the extent allowed by law and in accordance with these Solicitation Instructions, will honor a designation of nondisclosure. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel PRIOR TO SUBMISSION of your Bid, Proposal or Quotation.

B. If your Bid, Proposal or Quotation contains information that you consider to be exempt, you must also submit an electronic redacted copy of the Bid, Proposal or Quotation with all exempt information removed or blacked out. The University will provide this redacted Bid, Proposal or Quotation to requestors under Idaho Code Sections 355 et seq. Submitting Vendors must also:

1. Identify with particularity the precise text, illustration, or other information contained within each page marked “exempt” (it is not sufficient to simply mark the entire page). The specific information you deem “exempt” within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise be clearly distinguished from other text or other information and be specifically identified as “exempt.”

2. Provide a separate document with your Bid, Proposal or Quotation entitled “List of Redacted Exempt Information,” which provides a succinct list of all exempt material noted in your Bid, Proposal or Quotation. The list must be in the order in which the material appears in your Bid, Proposal or Quotation, identified by Page#, Section#Paragraph#, Title of Section/Paragraph, specific portions of text or other information; or in a manner otherwise sufficient to allow the University to determine the precise material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure.

C. Vendor shall indemnify and defend the University and State of Idaho against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a designation of exempt or for the Vendor’s failure to designate individual documents as exempt. The Vendor’s failure to designate as exempt any document or portion of a document that is released by the University shall constitute a complete waiver of any and all claims for damages caused by any such release. If the University receives a request for materials claimed exempt by the Vendor, the Vendor shall provide the legal defense for such claim.

29. LENGTH OF CONTRACT: Pursuant to Idaho Code Section 67-5717(9), the University may enter into Contracts, including leases and rentals, for periods of time exceeding one (1) year provided that such Contracts contain no penalty to or restriction upon the University in the event cancellation is necessitated by a lack of financing for any such Contract or Contracts.

30. LEASE- PURCHASE OPTIONS: Idaho Code Section 67-5721 reads, in part, as follows: “Any exercise of an option to acquire (goods, services, parts, supplies and equipment), or any other procedure which shall serve to pass title to the state where no passage of title existed before, shall be deemed to be a new acquisition and prior to execution all applicable provisions and procedures of this chapter [67-5714 through 67-5744] shall be exercised.” (NOTE: This provision is NOT applicable to time purchase or installment-purchase Contracts).
SIGNATURE PAGE

THIS SHEET MUST BE FILLED OUT, SIGNED in BLUE INK AND RETURNED WITH RESPONSE.

THE UNDERSIGNED HEREBY OFFERS TO SELL TO BOISE STATE UNIVERSITY THE SPECIFIED PROPERTY AND/OR SERVICES, IF THIS BID IS ACCEPTED WITHIN A REASONABLE TIME FROM DATE OF CLOSING, AT THE PRICE SHOWN IN OUR BID AND UNDER ALL THE TERMS AND CONDITIONS CONTAINED IN, OR INCORPORATED BY REFERENCE, INTO THE BOISE STATE UNIVERSITY’S SOLICITATION.

SUBMISSION OF A BID TO BOISE STATE UNIVERSITY CONSTITUTES AND SHALL BE DEEMED AN OFFER TO SELL TO BOISE STATE UNIVERSITY THE SPECIFIED PROPERTY AND/OR SERVICES AT THE PRICE SHOWN IN THE BID AND UNDER THE STATE OF IDAHO’S TERMS AND CONDITIONS.

AS THE UNDERSIGNED, I ALSO CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE VENDOR AND THE BID IS MADE WITHOUT CONNECTION TO ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME GOODS AND/OR SERVICES AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

NO LIABILITY WILL BE ASSUMED BY BOISE STATE UNIVERSITY FOR A VENDOR’S FAILURE TO OBTAIN THE TERMS AND CONDITIONS IN A TIMELY MANNER FOR USE IN THE VENDOR’S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE VENDOR TO CONSIDER THE TERMS AND CONDITIONS IN THE VENDOR’S RESPONSE TO THE SOLICITATION.

Return with completed bid:

Please complete the following information:

VENDOR (Company Name)__________________________________________

ADDRESS______________________________________________

CITY____________________ STATE____________ ZIP CODE __________

TOLL-FREE #________________ PHONE #__________________________

FAX #________________________________ EMAIL__________________

FEDERAL TAX ID / SSN #____________________________________

SIGNATURE PAGE MUST BE SIGNED & RETURNED FOR RESPONSE TO BE CONSIDERED.

______________________________________________ Date

______________________________________________

Please type or print name Title

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