



April 29, 2024

To: **Prospective Bidder**
Subject: **Request for Proposal**

Grand Valley State University is inviting proposals from qualified vendors for an Audio-Visual (AV) Upgrade Project in the summer of 2024.

If you wish to bid on these services, please submit your proposals for bid #224-44 no later than 5:00 PM EST Monday, May 13, 2024. E-mail your proposal to: caccamo@gvsu.edu with bid number included in email subject.

Questions must be submitted via email with the subject line to read "RFP 224-44 Questions" no later than **5:00 PM EST Friday, May 3, 2024**. Answers will be posted online no later than **Monday, May 6, 2024 by 5:00 PM EST**.

- Questions can be submitted to Aaron Caccamo at caccamo@gvsu.edu. Please copy Lauren Glynn at glynnla@gvsu.edu and Tagny Diake at diaketa@gvsu.edu on all email questions.

Your proposal must be received electronically by the bid opening date and time. Grand Valley State University is not responsible for e-mail bids affected by spam or not received by the bid opening date & time. **No fax, verbal, or telephone proposals will be accepted.**

Before submitting proposal, check to be sure that:

1. The Proposal/Certification/Contract form is signed and witnessed.*
2. All addenda received are acknowledged.

*Note: Electronic submission becomes your authorized signature

Thank you for your participation,
Aaron Caccamo
Director of Procurement Services



Request for Proposal:

Audio Visual Technology Upgrade Project

GV Reference Number: 224-44

Date: April 29, 2024

Grand Valley State University – Information Technology

1 N. Campus Drive

Allendale, MI 49401

Tel: 616.331.5000

Website: www.gvsu.edu

1.0-RFP Schedule

Schedule	
April 29, 2024	RFP will be distributed
May 3, 2024, by 5:00 PM EST	End of call for vendor clarification questions
May 6, 2024, by 5:00 PM EST	GVSU will respond to all questions by this date
May 13, 2024, by 5:00 PM EST	Final date proposals will be accepted
May 2024	GVSU will notify bid winner and begin contract negotiations

2.0-Grand Valley State University (GVSU)

Grand Valley State University, established in 1960, is a four-year public university. It attracts more than 22,000 students with its high-quality programs and state-of-the-art facilities. Grand Valley provides a fully accredited undergraduate and graduate liberal education and has campuses in Allendale, Grand Rapids, and Holland and centers in Muskegon, Traverse City, Battle Creek, and Detroit. Grand Valley is the comprehensive regional university for the state's second largest metropolitan area and offers 100 undergraduate and 45 graduate degree programs. The university is dedicated to individual student achievement, going beyond the traditional classroom experience, with research opportunities and business partnerships. This combination of educational offerings helps Grand Valley to fulfill its mission to empower learners in their pursuits, professions, and purpose.

As a model for sustainable development, Grand Valley State University fosters responsible economic growth. First-rate faculty and staff, who are attracted to the university's rich academic culture, liberal education, and state-of-the-art facilities, share their expertise, their time, and their knowledge with students. The university's outstanding students learn critical thinking skills and are transformed into enterprising individuals who are well prepared to take leadership roles in their professions and in their communities. The university community comes together to make Grand Valley a significant force on the area's economy.

Grand Valley represents top performance and top value. Named one of the county's most environmentally responsible colleges for the 14th year in a row by The Princeton Review. **One of the greenest universities in the nation**, according to the Sierra Club, Grand Valley has completed **24** LEED-certified projects and for the past decade has earned gold status from the Association for the Advancement of Sustainability in Higher Education.

Named one of 2023's "Best College for Your Money" by Money Magazine. Grand Valley is, according to *The Princeton Review*, one of the "[Best Colleges in the Midwest](#)" for 2024. Grand Valley is also included in Forbes' 2023 list of "[America's Top Colleges](#)".

Grand Valley's athletic teams have celebrated 29 NCAA Division II [national championship wins](#), with 21 of them coming from our women's teams. In recognition of offering the best NCAA Division II athletic program in the nation, Grand Valley was awarded the [2022-2023 Learfield Directors' Cup](#). This honor has gone to GVSU 15 times over the past 20 years.

Grand Valley State University was named a [2023 "Best for Vets"](#) college by the national news outlet *Military Times* and was awarded Military/Veteran Friendly gold status for the 2022-2023 school year from MilitaryFriendly.com.

This combination of educational offerings and top value helps Grand Valley to fulfill its mission to empower learners in their pursuits, professions, and purpose while enriching society through excellent teaching, active scholarship, advancement of equity, and public service.

3.0-Objective

Grand Valley State University is inviting proposals from qualified vendors for an Audio-Visual (AV) Upgrade Project in the summer of 2024, from end of May 2024 till mid-July 2024. This project involves replacing old projectors and upgrading AV equipment with new ones across 100 classrooms. The proposal should cover the scope of work, requirements, and timelines detailed below.

4.0-RFP Requirements and Scope of Work

- 1) Technology Configuration:
 - a) 79 rooms will receive single projectors.
 - b) 11 rooms will receive dual projectors.
 - c) 3 rooms will receive triple projectors.
 - d) 4 Lecture Halls will receive Epson Large Venue projectors
 - e) 3 rooms will receive short throw projectors
 - f) 6 Spare Projectors
 - g) 123 projectors and mounts will be procured and installed.

- 2) Procurement
 - a) Provision of 6 spare projectors and 6 spare mounts for storage
 - b) Provision and installation of 117 projectors and 117 projector mounts
 - i) 110 [Epson PowerLite L530U Projectors](#)
 - ii) 110 [Universal Projector Mount ELPMBPRH](#)
 - iii) 4 [Epson EB-PU1006W](#)
 - (1) 4 [Middle-Throw Zoom Lense #2 ELPM15](#)
 - (2) 4 [Cheif RPAUW Universal Ceiling Projector Mount](#)
 - iv) 3 [Epson L210SW WXGA 3 LCD](#)
 - (1) 3 [ELPMB64 Short-throw Wall Mounts](#)
 - v) Procurement of various interface kits and cables from Extron.
 - (1) [104 Extron USB-C HD 101 USB-C to HDMI power interface](#)
 - (2) [104 Extron MBU 123 low profile mount kits](#)
 - (3) [104 Extron USBC super speed Cables](#)
 - (4) [104 Extron HDMI 1.5-foot Cables](#)
 - (5) [104 Extron HDMI 6-foot Cables](#)

- 3) Installation Requirements
 - a) Removal of old projectors and storage in designated locations
 - b) Use of tall ladders to remove projectors and reconnect new projectors
 - c) Retention of old projector mounts on old projectors if possible.
 - d) Installation of new projectors on new projector mounts using existing ceiling plates
 - e) Projectors are to be tested and their projections sized for each room
 - f) Reconnection of RS233 control and HDMI input to new projector

- g) Configuration of proper inputs and control settings in projector settings
 - i) Projector should be set to Ceiling/Front
 - ii) Communication Settings set to Always On
 - iii) Sheet on how to do this to follow
- h) Placement of the remote control of the new projectors in instructor station rack for support access
- i) Recording serial numbers for warranty and support purposes.
- j) Flexibility to work evenings and weekends as needed to complete the work without classroom interruption or perturbation.

4) List of classrooms to be upgraded

UP for Updates	Campus	Number of Rooms	Room Number	Design Type (including power blocks)	Projector and Mounts Total:
KEN	GR	15	122, 135, 222, 228, 236, 242, 258, 322, 324, 330, 342, 344, 348, 350, 358	Single Projector	15
KEN	GR	2	124, 244	Dual Projectors	4
KEB	GR	4	113/115, 205, 209	Single Projector	4
MAN	Allendale	1	122	Single Projector	1
MAN	Allendale	3	102, 107, 123	Dual Projectors	6
FH	Allendale	8	11, 16, 18, 32, 132, 145, 145E, 160	Single Projector	8
LOH	Allendale	3	164, 174, 179	Dual Projectors	6
LOH	Allendale	4	163, 167, 168, 177, 178,	Single Projector	4
LSH	Allendale	9	134, 136, 225, 226, 227, 229, 230, 233, 246	Single Projector	9
LSH	Allendale	2	154, 174	Single Projector Lecture Hall	2
LSH	Allendale	2	112, 114	Dual Projectors	4
LMH	Allendale	2	114, 176	Single Projector Lecture Hall	2
LMH	Allendale	4	249, 253, 275	Single Projector	4
PAC	Allendale	1	1515	Dual Projectors	2
PAC	Allendale	16	1200, 1206, 1210, 1406, 1410, 1505, 1506, 1525, 1600, 1610, 1721, 1755, 2755, 2757, 2759	Single Projector	16
KHS	Allendale	3	1102, 1113, 1121,	Three Projectors	9
KHS	Allendale	21	1101, 1108, 1116, 1152, 1170, 1173, 1176, 1179, 2202, 2207, 2208, 2213, 2216, 2219, 2225, 2252,	Single Projector	21

			2270, 2276, 3302, 3310, 3376		
Spares		2		Single Projector	2
Spares		2		Dual Projectors	4
Labor					
Totals:		100			123

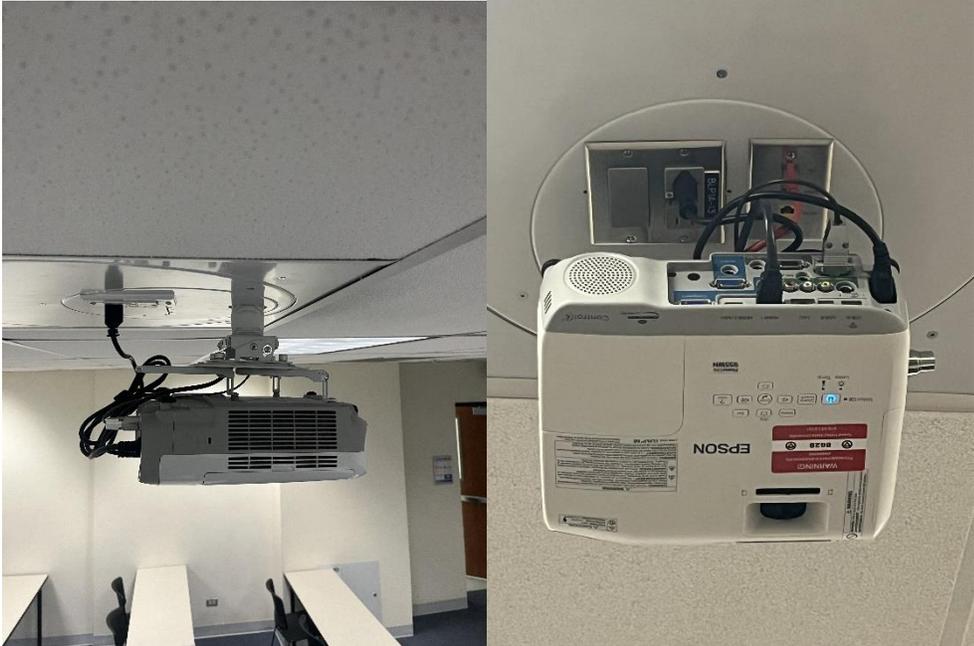
5) Timeline

- a) The upgrade will occur from the last week of May to the last week of July 2024.

6) Proposal Requirements:

- a) Interested vendors are requested to provide the following information:
- i) To avoid disruption in classrooms, the contracted company should have enough resources and the ability to work intermittently during both business hours (7 AM to 6PM) and non-business hours including weekends.
 - ii) Company profile, including relevant experience with similar projects in higher educational settings.
 - iii) Education Pricing for Epson PL530U projectors and Epson Universal Projector Mounts
 - iv) Education Pricing for Epson EB-PU1006W and Epson ELPM15 Middle Throw Lense
 - v) Education Pricing for Epson PLL210SW and ELPMB64 Wall Mount
 - vi) Education Pricing for Extron USB-C HD 101, MBU 123, HDMI 1.5', HDMI 6', and USBC Super Speed Cable.
 - vii) Proposed timeline and schedule for completing the project.
 - viii) Details of labor costs for installation and configuration, including estimated time per room.
 - ix) Warranty and support options for installed equipment.
 - x) References from previous clients in the education sector
- b) **Conditions**
- i) No work shall be subcontracted to third parties
 - ii) There shall be no substitution of items on the specification list without prior approval of GVSU
 - iii) At least 2 weeks prior to installation a meeting with the selected vendor will be required to review scheduling and room specific details
 - iv) After installation of all equipment has been completed vendor to meet with IT Services to hand off serial numbers and make sure all rooms are in working order.

Illustrations of a typical classrooms setup



5.0-Evaluation process and criteria

- 1) Proposals will be evaluated based on the following criteria:
 - a) Experience and qualifications of the vendor.
 - b) Pricing competitiveness, including education pricing options.
 - c) Proposed timeline and ability to meet project deadlines.
 - d) Quality of proposed solution and equipment.
 - e) Warranty and support offerings.
 - f) References and customer satisfaction.

6.0-Instructions to bidder

- 1) Grand Valley State University's sales tax-exempt number is 38-1684280.
- 2) All product deliveries shall be FOB delivered to Grand Valley State University with exact location to be determine when purchase order is released.
- 3) Provide product availability.
- 4) Provide warranty information for each product where applicable.
- 5) Once an award has been made, no product substitutions will be accepted. Delivery of any substitutes will be refused and/or returned at the supplier's expense.
- 6) All prices are guaranteed and remain firm.
- 7) Include with your quotation two (2) references from similar systems.
- 8) Grand Valley State University reserves the right to award bids / proposals in the manner that will best suit the University.
- 9) At Grand Valley State University, socially responsible procurement (defined as supporting diversity, socially responsible procurement, and sustainability) is highly valued. These ideals are fundamental to our academic, research, and athletic excellence. Grand Valley promotes supplier inclusion that is reflective of the diverse business community, and is committed to purchasing environmentally friendly products, while remaining focused on socially responsible procurement methodologies
- 10) Grand Valley State University endeavors to buy products made in the United States of America whenever an American made* product is available that meets or exceeds the specifications requested and the price is equal to or lower than a foreign made product. Vendors are requested to bid American-made products and/or services whenever available. Vendors may bid foreign made products or services when:
 - a) They are specified
 - b) They are identified as an alternate by the vendor as long as they are technically acceptable. *More than 50% of the manufactured or assembled in the USA.*
- 11) GVSU reserves the right to accept or reject any or all Proposals not withdrawn before the opening date and to waive any irregularity or informality in the Proposal process. The University reserves the right to conduct discussions, request additional information and accept revisions of Proposals from any or all bidders. The University reserves the right to negotiate with the bidder whose proposal is deemed most favorable.

7.0-General Terms & Conditions (Rev. 4.19.19)

1.0 The Supplier shall comply with the University's policy and procedures (<http://www.gvsu.edu/purchasing>) and any additional instructions issued from time to time by the University.

1.1.1 During the period of contract, no change is permitted to any of its conditions and specifications unless the Supplier receives prior written approval from the University.

1.1.2 Should the Firm find at any time that existing conditions make modification in contract requirements necessary, it shall promptly report such matter to the University for its consideration and decision.

1.1.3 The Firm shall comply with any and all federal, state or local laws, now in effect or hereafter promulgated which apply to the operation herein specified.

1.1.4 The Firm's performance may be evaluated by a designee or an Advisory Committee of the University meeting from time-to-time during the period of contract. It will be the responsibility of the Firm to respond, in writing if so requested, to inquiries, requests for change, and recommendations.

1.1.5 The Firm shall provide the University, with telephone numbers and addresses of management personnel and shall arrange for at least one such person to be available during the University's normal working hours by telephone. The Firm shall also provide sufficient backup in times of staff shortages due to vacations, illnesses, and inclement weather.

1.1.6 The Firm shall maintain applicable insurance coverage with appropriate coverage limits. The Firm shall provide the name of the primary insurance carrier and their trade rating which may apply to the operation herein specified.

2.0 Termination

The University may terminate this agreement for any reason, including but not limited to, changes in the market price of the products and non -appropriation of federal or state funding to University, by delivering not less than thirty days prior written notice to Supplier.

If termination is due to default by Supplier, Supplier shall have ten days from receipt of notice to cure the default. If Supplier fails to cure within the ten -day period, university may terminate this agreement immediately.

The failure of university to exercise its rights of termination for default due to Supplier's failure to perform as required in any one instance shall not constitute a waiver of termination rights in any other instance.

3.0 General Terms and Conditions

Grand Valley State University
RFP: Audio Visual Technology Upgrade
Bid: # 224-44

The terms and conditions shall govern any agreement issued as a result of this solicitation.

Additional or attached terms and conditions which are determined to be unacceptable to the University may result in the disqualification of proposals. Examples include, but are not limited to: liability for payment of taxes, subjugation to the laws of another state, and limitations on remedies.

3.1.1 Interpretation, Enforcement and Forum of Laws

For disputes between University and Supplier, this agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the State of Michigan and the venue shall lie in Kent County.

3.1.2 Compliance with Law

Supplier warrants and certifies that in the performance of this agreement, it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including but not limited to, laws and regulations pertaining to labor, wages, hours and other conditions of employment.

3.1.3 Funding Provided by Federal Contracts or Grants

Where federal contracts or grants provide funding to University, it is the responsibility of the Supplier and University to comply with all FAR (Federal Acquisition Regulations) applicable laws and regulations by completing any certifications and disclosures and any other requirements. When federal contract or grant funds are used on purchases under this agreement, which exceed \$25,000, certification must be provided in writing that the Supplier is not debarred, suspended, or proposed for debarment by the Federal Government.

3.1.4 Insolvency

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors, or a receiver, University may cancel this agreement without prior notice and without incurring any liability whatsoever to Supplier.

3.1.5 Assignments

Supplier shall not assign this agreement or any of Supplier's rights or obligations hereunder, without University's prior written consent. Any purported assignment made without prior written consent shall be void and of no effect.

3.1.6 Patent Trademark and Copyright Infringement

The Supplier warrants that the products/services hereby sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright, trademark, trade secret, application or any other proprietary right of any third party existing under laws of the United States or any foreign country. The Supplier agrees, at its own expense, to defend any and all actions or suits alleging such infringements and will hold University, its officers, agents, servants, and employees harmless from any and all losses, expenses, claims, (including reasonable attorney's fees), or judgments arising out of cases of such infringement.

3.1.7 Use of Name, Logos, etc. in Advertising

Supplier agrees not to make reference to this agreement or use University logo or trademarks in any advertising material of any kind without expressed written permission. University agrees not to make reference to this agreement or use the logo of Supplier in any advertising and marketing materials of any kind without the expressed written permission of the Supplier.

3.1.8 Indemnification

Supplier agrees to indemnify and hold University harmless from and against all liability, losses, damages, claims, liens, and expenses (including reasonable legal fees) arising out of or connected with the products purchased, work or services performed, or resulting from damages or injuries incurred by or to University by reason of any defect in manufacture, construction, inspection, delivery, material, workmanship, and/or design of any goods and services furnished hereunder, excepting only such liability as may result solely from the acts of negligence of University or its employees. Supplier, at the request of University, shall undertake to defend any and all suits and to investigate and defend any and all claims whether justified or not, if such claim or suit is commenced against University or its respective officers, agents, servants, and employees.

3.1.9 Insurance

The Supplier will procure and maintain, at all times during the term of this contract, the following minimum insurance coverages:

(a) Commercial General Liability Insurance: including Bodily Injury and Property Damage, Independent Contractors Liability, Product Liability, and Completed Operations Liability in limits of not less than \$1,000,000 per occurrence and \$2,000,000 policy aggregate.

(b) Workers Compensation: Statutory limits

(c) Employers Liability: \$500,000 each incident and each disease

(d) Umbrella or Excess Liability: \$5,000,000 per occurrence and in the aggregate. Coverage will sit excess over Supplier's Commercial General Liability, Employers Grand Valley State University

Liability, and Auto Liability

Additional Coverages which may be required, per the scope of work.

(e) Auto Liability: \$1,000,000 Combined single limit, except Charter transportation companies who will maintain \$10,000,000 - Only and always applicable to Suppliers who will drive on GVSU property, except Charter transportation companies who are providing chartering services.

(f) Professional Liability: \$1,000,000 per claim, except Architects and Engineers who will maintain \$2,000,000 - Only and always applicable to Suppliers with professional designations or licenses, who are providing professional services to GVSU.

(g) Environmental Liability \$5,000,000 per claim and aggregate - Only and always applicable to Suppliers who perform environmental remediation, or work with hazardous substances or waste.

(h) Liquor Liability: \$2,000,000 - Only and always applicable to Suppliers who will furnish alcohol.

(i) Technology Errors & Omissions: \$10,000,000 – Only and always applicable to Suppliers who use, store, or have access to private, confidential or protected data.

(j) Privacy & Network Security Liability: \$10,000,000 – Only and always applicable to Suppliers who use, store, or have access to private, confidential or protected data.

The Supplier shall name Grand Valley State University as Additional Insured on a primary and noncontributory basis under the following policies: Commercial General Liability, Umbrella or Excess Liability, Auto Liability, and Liquor Liability. The Supplier shall waive rights of subrogation against Grand Valley State University on any policy where said waiver is legally permitted.

The Supplier shall provide Grand Valley State University with Certificate(s) of Insurance which evidence all required coverages, as well as copies of all applicable Additional Insured, Primary and Noncontributory, and Waiver of Subrogation Endorsements. Failure to provide a Certificate of Insurance, or the relevant Endorsement(s) does not waive the Supplier's obligation to carry the required coverage.

3.2.1 Licenses/Permits/Taxes and Tax Exempt Status

Supplier shall be responsible for obtaining all permits, licenses and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for all applicable taxes.

University is a 501(c) (3) not-for-profit corporation and is exempt from state sales

Grand Valley State University

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Bid: # 224-44

and use taxes imposed for services rendered and products, equipment or parts supplied.

All prices listed and discounts offered are exclusive of sales and use taxes. Supplier has the duty to collect all taxes in connection with the sale, delivery or use of any items, products or services included herein from University (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the tax requirements of the State of Michigan. University shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

3.2.2 Americans with Disabilities Act

Supplier shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the Act.

3.2.3 Alcohol, Tobacco & Drug Rules and Regulations

Employees of the Supplier and its subcontractors shall comply with all instructions, pertaining to conduct and building regulations of the University. University reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings at all University locations are tobacco-free. Use of tobacco products is not permitted in any area inside any buildings. Smoking is prohibited within twenty-five (25) feet of any building, within twenty-five feet of any bus stop on University property and within twenty-five feet of the Little Mac Bridge on the Allendale campus. The Supplier is expected to respect this tobacco-free policy and fully comply with it.

The Supplier agrees that in the performance of this agreement, neither the Supplier nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, in conducting any activity covered by this agreement. University reserves the right to request a copy of the Drug Free Workplace Policy. The Supplier further agrees to insert a provision similar to this statement in all subcontracts for services required.

3.2.4 Equal Opportunity

The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60 -1.1 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to this agreement unless this agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor.

3.2.5 Non-Discrimination

In the provision of goods and/or services to Grand Valley State University, the parties agree to comply with applicable state and federal rules governing Equal Employment
Grand Valley State University

Opportunity and Non-Discrimination and Grand Valley State University's Commitment to Inclusion and Equity and Equal Opportunity/affirmation Action Policy. In the performance of a contract to provide goods or services to Grand Valley State University, the vendor agrees to not discriminate on the basis of age, color, disability, familial status, height, marital status, national origin, political affiliation, race, religion, sex/gender (including gender identity and expression), sexual orientation, veteran or active-duty status or weight.

3.2.6 Sexual Harassment and Bias Incidents

Federal law and the policies of the University prohibit sexual harassment. Supplier is required to exercise control over its employees so as to prohibit acts of sexual harassment. If University in its reasonable judgment determines that any employee of Supplier has committed an act of sexual harassment, Supplier agrees as a term and condition of this agreement to cause such person to be removed from University's facility and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

3.2.7 Compliance with Specifications

The Supplier warrants that all goods, services, or work supplied under this agreement shall conform to specifications, drawings, samples, or other descriptions contained or referenced herein and shall be merchantable, of good quality and workmanship and free from defect. The Supplier also warrants that all goods covered by this agreement which are the product of the Supplier or are in accordance with its specifications, will be fit and subject to University inspection before acceptance, and also to later rejection if use reveals defects not apparent upon receipt; and if rejected will be held at Supplier's risk and expense for storage and other charges after 60 days of storage, goods may be disposed of without cost to University. Neither receipt of goods nor payment therefore shall constitute a waiver of this provision.

3.2.8 Gratuities

University may, by written notice to Supplier, cancel the agreement if it discovers that gratuities, in the form of entertainment, gifts or the like, were offered or given by Supplier to any officer or employee of University with a view toward securing an agreement or securing favorable treatment with respect to the awarding of this agreement.

3.2.9 Covenant Against Contingency Fees

Supplier certifies that it has neither offered nor paid a contingency fee to any individual, agent, or employee of University to secure or influence the decision to award this agreement to Supplier.

3.3.1 Suspension or Debarment

University may, by written notice to the Supplier, immediately terminate the agreement if it is determined that the Supplier has been debarred, suspended or

otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor by any public procurement unit or other governmental body.

3.3.2 Conflict of Interest

In order to avoid even the appearance of any conflict of interest, neither University nor Supplier shall employ any officer or employee of the other party for a period of one year from the date hereof.

3.3.3 Strikes or Lockouts

In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements that may be necessary to insure that the conditions of this agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this agreement, University shall have the right to make alternative arrangements to insure the satisfactory performance of the agreement during the time Supplier is unable to perform the required duties. Any costs incurred by University, as a result of such job action, shall be reimbursed by the Supplier.

3.3.4 Force Majeure

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

3.3.5 Modification of Terms

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by University and the Supplier, in writing, with signatures of authorized representatives of all parties authorizing said modification.

3.3.6 Continuation of Performance through Termination

Supplier shall continue to perform, in accordance with the requirements of this agreement, up to the date of termination, as directed in the termination notice.

3.3.7 Proprietary/Confidential Information

University considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure. Supplier is hereby notified that University adheres to all statutes, court decisions and the opinions of the State of Michigan regarding the disclosure of proposal information.

All information, documentation, and other materials submitted by Respondent in response to this solicitation or under any resulting contract may be subject to public disclosure under the Freedom of Information Act.

3.3.8 Strict Compliance

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

3.3.9 Entire Agreement

This agreement together with the Exhibits annexed hereto constitutes the entire agreement between the parties and supersedes all prior agreements whether written or oral between the parties. Documents subject to Freedom of Information Act will only be released after award.

3.4.1 Addendums

If any vendor addendum(s) and/or exhibit(s) conflict with GVSU's specifications, terms and conditions, GVSU's terms and conditions will prevail.

EXPORT CONTROLS. It is Grand Valley State University policy to remain compliant at all times with all U.S. export control regulations, including but not limited to the International Traffic in Arms Regulations and Export Administration Regulations. Before furnishing goods, software, services or technical data that are on the U.S. Munitions List (22 CFR 121) or in the 500- or 600-series of the Commerce Control List (15 CFR 774), [named Agreement party or any other party to this agreement] must notify Grand Valley State University's Office of Research Compliance and Integrity that such items are export-controlled. [Named Agreement party or any other party to this agreement] will ship export-controlled items only after Grand Valley State University's Office of Research Compliance and Integrity has furnished written confirmation that Grand Valley State University is prepared to accept delivery of such item.



Addendum A - PROPOSAL AND CONTRACT FORM

Contractor: _____

Date: _____ **Bid No.:** 224-44

Project: Penetration test and red/purple team cross training _____

Bid due date and time: 5:00 PM EST Monday, May 13, 2024

Location: 2015 Zumberge Hall

Allendale, MI, 49401

Attached or included are the following proposed Contract Documents:

1. Invitation to Bid
2. Introduction
3. Requirements and Scope of Work
4. Evaluation Process/Criteria
5. Instructions to Bidders
6. General Terms & Conditions
7. Proposal & Contract

Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

If awarded this contract, upon receipt of contract sign by Grand Valley State University, the undersigned agrees to begin and complete the Agreement in accordance to the schedule listed in the timeline.

The undersigned proposes to furnish all labor, materials / product, equipment, tools and services required, unless otherwise noted, to complete the work in accordance with the proposed contract.

Documents listed herein, including all addenda issues pertaining to same, for the same, for the sum or sums stated below, and agrees that these documents will constitute the contract if accepted by Grand Valley State University.

The undersigned declares the following legal status in submitting this quotation:

- A corporation organized and existing under the laws of the State of _____
- A partnership
- An individual doing business as (DBA) _____

The undersigned certifies that company is at least 51% owned, controlled and actively managed by:

African American

Asian American

Hispanic American

Native American

Woman/Women

Disabled Person(s)

Veteran

BASE PROPOSAL SUM:

dollars

(\$ _____)

The undersigned certifies that their company IS or IS NOT currently debarred, suspended or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Company Name

Address

City/State/Zip Code

Telephone No.

Fax No.

E-Mail Address

Contractor's Signature

Name & Title

Witness' Signature

Name

Tax Identification No.

Date

ACCEPTANCE: This proposal is accepted by Grand Valley State University

Signature of Authorized Agent

Name & Title

Telephone No.

Fax No.

E-Mail Address

Witness' Signature

Name

38 1684280

GVSU Tax Identification No.

Date