PROCUREMENT SERVICES
475 17th ST, SUITE 1550
DENVER, CO 80202

DOCUENTED QUOTE

QUOTE NUMBER
D20200117A

RESPONSE DUE BY:
01/30/2020

EXPECTED DELIVERY DATE:

3:00PM MST

PURCHASING CONTACT / PHONE:
ADAM FEDRID (970) 297-3626
FAX: (303) 534-6298

THIS IS NOT AN ORDER
IT IS EQUALLY IMPORTANT THAT YOU SIGN THIS FORM IN ORDER FOR THE UNIVERSITY TO CONSIDER YOUR BID.

PLEASE TYPE VENDOR NAME AND ADDRESS

<table>
<thead>
<tr>
<th>NO.</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Certain audio-visual equipment for the CSU System office new conference rooms per attached specifications.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ALL BIDS SHALL BE F.O.B. COLORADO STATE UNIVERSITY, FORT COLLINS, COLORADO UNLESS OTHERWISE INDICATED. BIDS MAY BE AWARDED EITHER BY ITEM OR BY LOT, WHICHEVER IS TO THE ADVANTAGE OF THE UNIVERSITY.

TO BE COMPLETED BY VENDOR

<table>
<thead>
<tr>
<th>SUPPLIER’S TERMS</th>
<th>PRINTED/TYPED NAME OF SIGNER</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUPPLIER’S DATE OF DELIVERY</td>
<td>AUTHORIZED SIGNATURE (REQUIRED)</td>
<td>TITLE</td>
</tr>
<tr>
<td>F.E.I.N. #</td>
<td>EMAIL ADDRESS</td>
<td></td>
</tr>
</tbody>
</table>
Documented Quote #D20200117A
CSU System Conference Room Design, AV Equipment and Installation

The CSU System seeks to procure a single vendor to outfit up to six (6) conference rooms with certain audio-visual equipment. This request includes both equipment and installation. This is an all or none award. No portion of this request will be split.

**Specifications**
1 – See “CSU System Overall Room Requirements” Pg. 4
2 – See “Electrical-DATA Floor Plan” Pg. 6
3 – See “Crestron Equipment Proposal” Pg. 7

**Pricing**

Vendors must use the Crestron Equipment Proposal pricing sheet included with this Documented Quote. Vendors should include their own quotation documentation in addition to this pricing sheet but NOT in lieu of this pricing sheet.

Price must include all delivery charges. Colorado State University is a Colorado sales tax exempt entity. A sales tax exemption certificate will be provided to the successful vendor on demand. If your state does not recognize our tax exemption status, then your price will be deemed to already include any and all sales or use taxes imposed. In addition, Colorado State University is qualified for Crestron A+ pricing.

**Site Visit**

We will offer an optional site visit on Thursday, January 23, 2020. You must RSVP for this visit no later than Wednesday, January 22, 2020 5pm. The site visit will begin in the lobby of 555 17th St, Denver, CO 80202 at 10:00AM. Prospective respondents are asked to wait in the lobby area until the site visit begins.

**Authorized Dealer/Reseller**

All equipment provided under this bid must be provided by a vendor who is an authorized installer, dealer and service provider for the products supplied.

**Inquiries**

All questions pertaining to this solicitation must be submitted in writing to: Adam.Fedrid@ColoState.Edu.

The subject line of all inquiries should read “D20200117A CSUS A/V”
**Administrative Information**

Vendor MUST include any terms or conditions of sale with their response. Any terms presented after the submission deadline will be null and void.

This solicitation is subject to the Colorado State University General Conditions for Invitation for Bid and Documented Quote attached.

A University Purchase Order will be issued to the successful vendor for the entire amount of the purchase. The Colorado State University Purchase Order Terms and Conditions are attached for reference.

**Documented Quote Submission**

The documented quote response package must be received on or before **3:00 p.m. on Thursday, January 30, 2020.**

It is the responsibility of the Bidder to ensure that the documented quote package arrives in the University Purchasing Department prior to deadline.

The documented quote package MUST be sent by e-mail or fax to:

Adam.Fedrid@Colostate.edu or 303-534-6298 (Fax)

The subject line MUST read “DQ D20200117A CSUS A/V”
CSU System 2020 555 17th Street
Conference Room Requirements

- Each room will have the same UI and TV size for continuity
- Utilization of Teams within each room
  - Touch-to-join scheduled meeting (Teams)
  - Ability to create an adhoc meeting (Teams)
  - Ability to use Teams, Zoom, WebEx or BlueJeans from in room system
    - Small and Huddle rooms: USB connection to utilize Camera and Speaker/Mic into BYOL (laptop)
- Ability to utilize phone dialer for simple PSTN audio calls
- Ability to instantly reserve VIA touch-panel?
- Room Volume control & adjustment
  - Both outbound MIC and In-room Speakers
- Ability to turn room system ON/OFF VIA Crestron room control
- Room on/off with occupancy sensors as well and 11PM room auto-off coding
- Each room shall have a Room Status VIA touch-panel residing outside the room (TSS-7-B-S-LB)
  - GREEN and RED status lights?
  - Ability to instantly reserve VIA touch-panel?

- AirMedia Version 2 available in each CONF room
  - Does / can AirMedia play audio when in use VIA room system?
  - Ability to choose AirMedia VIA (MUST be secure firewall separation)
    - Internal Network both WiFi or hardwired
    - Guest (PSK Secured) network

- Presentation / content switcher control in large and medium conference rooms
  - Large (1022) & Medium (1029) will have dual display
    - Ability to present same OR different media on each display
      - Different example: HDMI on LEFT and AirMedia on RIGHT
  - Other rooms will have 1 display, INPUT choices should include:
    - Can be chosen from in-room touch panel:
      - AirMedia
      - HDMI
      - Teams VIDEO Conf

- CSU System Logo and branding including associated colors
  - Room name in top of screen

- Individual room requirements:
  
  - Large & Medium CONF Room – 1022 & 1029
    - Dual Screens 65"
    - Individual images or mirrored
    - In-room computer controlled VIA wireless Keyboard/Mouse
    - OR user can BYOL (laptop) for utilization of Air Media and/or HDMI
    - In ceiling Mic Array and speakers
    - Digital Sound Processor (DSP)
    - Empty table with only the touch panel on top (for control)
    - Table Box containing:
- HDMI with attached adapters (VGA, DP, Mini-DP, USB-C)
- USB & USB-C Power Ports
- Network Cable
  - AC Power (Max Out)

**Small CONF Rooms - (1020, 1037)**
- Single screen 65”?
- In-room computer controlled VIA wireless Keyboard/Mouse
- Can BYOL (laptop) for utilization of Air Media, USB Interface into camera, speaker and Mic system and/or HDMI for content display
- Table Box containing:
  - HDMI with attached adapters (VGA, DP, Mini-DP, USB-C)
  - USB & USB-C Power Ports
  - Network Cable
  - AC Power (Max Out)

**NOT REQUIRED** - Vendor is welcome to repurpose any of the below list of existing equipment within the design:

```
<table>
<thead>
<tr>
<th>Qty</th>
<th>Mfr</th>
<th>Device Name</th>
<th>Serial</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>ClearOne</td>
<td>Beamforming Mic Array</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>ClearOne</td>
<td>Pro VH20</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>ClearOne</td>
<td>Pro 880</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Crestron</td>
<td>DMMC16x16 (Sept 2013)</td>
<td>9990619</td>
</tr>
<tr>
<td>4</td>
<td>Vaddio</td>
<td>AV Bridge</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Nexia</td>
<td>TC</td>
<td>02188724</td>
</tr>
<tr>
<td>4</td>
<td>Crestron</td>
<td>Touch panel TSW-750</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Crestron</td>
<td>DM-RMC-100-C</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>QSC</td>
<td>CMX-300Va</td>
<td></td>
</tr>
</tbody>
</table>
```

<table>
<thead>
<tr>
<th>Room Type</th>
<th>Room #</th>
<th>Room SqFt</th>
<th>Technology Needed</th>
<th>TV Qty</th>
<th>TV Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small CONF Room</td>
<td>1037</td>
<td>210 SqFt</td>
<td>Crestron B100</td>
<td>1</td>
<td>65&quot; Single</td>
</tr>
<tr>
<td></td>
<td>1020</td>
<td>210 SqFt</td>
<td>Crestron B100</td>
<td>1</td>
<td>65&quot; Single</td>
</tr>
<tr>
<td>Large CONF Room</td>
<td>1022</td>
<td>510 SqFt</td>
<td>Crestron C100</td>
<td>2</td>
<td>65&quot; Dual</td>
</tr>
<tr>
<td>Medium CONF Room</td>
<td>1029</td>
<td>285 SqFt</td>
<td>Crestron C100</td>
<td>2</td>
<td>65&quot; Dual</td>
</tr>
<tr>
<td>Huddle Space</td>
<td></td>
<td>ONLY Room Status Touch Panel Screens</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Crestron Bill of Materials

<table>
<thead>
<tr>
<th>Model</th>
<th>Qty</th>
<th>A+ Price</th>
<th>Extended A+ Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM-200</td>
<td>3</td>
<td>$1,125.00</td>
<td>$3,375.00</td>
</tr>
<tr>
<td>AM-300</td>
<td>2</td>
<td>$1,750.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>CCS-CAM-USB-F-400</td>
<td>2</td>
<td>$969.00</td>
<td>$1,938.00</td>
</tr>
<tr>
<td>FT2-1400-ELEC-B</td>
<td>2</td>
<td>$750.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>FT2-500-ELEC-B</td>
<td>3</td>
<td>$382.00</td>
<td>$1,146.00</td>
</tr>
<tr>
<td>FT2A-CBL-PT-4K-HD</td>
<td>3</td>
<td>$82.00</td>
<td>$246.00</td>
</tr>
<tr>
<td>FT2A-CBL-PT-CAT6</td>
<td>10</td>
<td>$50.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>FT2A-CBLR-1T-4K-DP-HD</td>
<td>2</td>
<td>$344.00</td>
<td>$688.00</td>
</tr>
<tr>
<td>FT2A-CBLR-1T-4K-MDP-HD</td>
<td>2</td>
<td>$344.00</td>
<td>$688.00</td>
</tr>
<tr>
<td>FT2A-CBLR-1T-4K-USBC-HD</td>
<td>2</td>
<td>$344.00</td>
<td>$688.00</td>
</tr>
<tr>
<td>FT2A-CBLR-1T-HD</td>
<td>2</td>
<td>$344.00</td>
<td>$688.00</td>
</tr>
<tr>
<td>FT2A-CHGR-USBA/C</td>
<td>7</td>
<td>$157.00</td>
<td>$1,099.00</td>
</tr>
<tr>
<td>FT2A-PWR-US-2</td>
<td>7</td>
<td>$94.00</td>
<td>$658.00</td>
</tr>
<tr>
<td>HD-MD4X1-4K-E</td>
<td>2</td>
<td>$438.00</td>
<td>$876.00</td>
</tr>
<tr>
<td>HD-RX-101-C-E</td>
<td>5</td>
<td>$207.00</td>
<td>$1,035.00</td>
</tr>
<tr>
<td>HD-TX-101-C-E</td>
<td>5</td>
<td>$207.00</td>
<td>$1,035.00</td>
</tr>
<tr>
<td>RMC3</td>
<td>5</td>
<td>$625.00</td>
<td>$3,125.00</td>
</tr>
<tr>
<td>SAROS IC6T-B-T-EACH</td>
<td>12</td>
<td>$144.00</td>
<td>$1,728.00</td>
</tr>
<tr>
<td>TSS-7-B-S-LB KIT</td>
<td>3</td>
<td>$1,000.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Model</td>
<td>Qty</td>
<td>A+ Price</td>
<td>Extended A+ Price</td>
</tr>
<tr>
<td>---------------------</td>
<td>-----</td>
<td>----------</td>
<td>-------------------</td>
</tr>
<tr>
<td>TSW-560/760/1060-SMK</td>
<td>2</td>
<td>$125.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>UC-B140-T</td>
<td>3</td>
<td>$2,898.00</td>
<td>$8,694.00</td>
</tr>
<tr>
<td>UC-C160-T</td>
<td>2</td>
<td>$3,720.00</td>
<td>$7,440.00</td>
</tr>
<tr>
<td>USB-EXT-2</td>
<td>2</td>
<td>$500.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>88</strong></td>
<td><strong>$44,897.00</strong></td>
<td><strong>$44,897.00</strong></td>
</tr>
</tbody>
</table>
**QUOTE SUMMARY SHEET**

A+ Price

**COLORADO STATE UNIVERSITY**

- Small and Huddle Conference Rooms  
  Total (Inclusive of 3): \$20,631.00

- Medium Conference Room  
  Total: \$12,133.00

- Large Conference Room  
  Total: \$12,133.00

**COLORADO STATE UNIVERSITY TOTAL**  
Sub Total: \$44,897.00

Grand Total: \$44,897.00
## Small and Huddle Conference Rooms

### Crestron Hardware

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Model</th>
<th>Description</th>
<th>A+ Price</th>
<th>Extended A+ Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>TSS-7-B-S-LB KIT</td>
<td>7 in. Room Scheduling Touch Screen, Black Smooth, with Multisurface Mount Kit and Room Availability Light Bar</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>UC-E140-T</td>
<td>Crestron Flex Wall Mount UC Video Conference System for Microsoft Teams® Software</td>
<td>$2,898.00</td>
<td>$2,898.00</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>FT2-500-ELEC-B</td>
<td>FlipTop™ FT2 Series, 500 Size, Electrical, Black</td>
<td>$382.00</td>
<td>$382.00</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>FT2A-CBL-PT-4K-HD</td>
<td>Pass-Through Cable for FT2 Series, HDMI® to HDMI, 18 Gbps, 8 ft (2.4 m)</td>
<td>$82.00</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>FT2A-PMR-US-2</td>
<td>AC Power Outlet Module for FT2 Series, Dual, US NEMA 5, Type B, w/2 Under-Table Outlets &amp; Cord</td>
<td>$94.00</td>
<td>$94.00</td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>FT2A-CHGR-USBA/C</td>
<td>USB Rapid Charging Module for FT2 ELEC Series, USB Type-C &amp; Type-A High Power Charging Ports, Bus Powered</td>
<td>$157.00</td>
<td>$157.00</td>
</tr>
<tr>
<td>7</td>
<td>1</td>
<td>FT2A-CBL-PT-CAT6</td>
<td>Pass-Through Cable for FT2 Series, RJ-45 to RJ-45, CAT6, 8 ft (2.4 m)</td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>HD-TX-101-C-E</td>
<td>DM Lite – HDMI® over CATx Transmitter, Surface Mount</td>
<td>$207.00</td>
<td>$207.00</td>
</tr>
<tr>
<td>9</td>
<td>1</td>
<td>HD-RX-101-C-E</td>
<td>DM Lite – HDMI® over CATx Receiver, Surface Mount</td>
<td>$207.00</td>
<td>$207.00</td>
</tr>
<tr>
<td>10</td>
<td>1</td>
<td>AM-200</td>
<td>AirMedia® Presentation System 200</td>
<td>$1,125.00</td>
<td>$1,125.00</td>
</tr>
<tr>
<td>11</td>
<td>2</td>
<td>RMC3</td>
<td>3-Series® Room Media Controller</td>
<td>$625.00</td>
<td>$625.00</td>
</tr>
<tr>
<td>12</td>
<td>1</td>
<td>FT2A-CBL-PT-CAT6</td>
<td>Pass-Through Cable for FT2 Series, RJ-45 to RJ-45, CAT6, 8 ft (2.4 m)</td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

**Total:** $6,877.00

**Total (Inclusive of 3):** $20,631.00

---

## Medium Conference Room

### Crestron Hardware

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Model</th>
<th>Description</th>
<th>A+ Price</th>
<th>Extended A+ Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>UC-C160-T</td>
<td>Crestron Flex UC Video Conference System Integrator Kit for Microsoft Teams® Software</td>
<td>$3,720.00</td>
<td>$3,720.00</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>TSW-560/760/1060-SMK</td>
<td>Swivel Mount Kit for TSW-x60-TTK Series</td>
<td>$125.00</td>
<td>$125.00</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>CCS-CAM-USB-F-400</td>
<td>Huddly IQ™ Collaboration Camera</td>
<td>$969.00</td>
<td>$969.00</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>USB-EXT-2</td>
<td>USB over Twisted Pair Extender</td>
<td>$500.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>5</td>
<td>6</td>
<td>SAROS IC6T-B-T-EACH</td>
<td>Saros® 6.5” 2-Way In-Ceiling Speaker, Black Textured, Single (must be ordered in multiples of 2)</td>
<td>$144.00</td>
<td>$864.00</td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>FT2-1400-ELEC-B</td>
<td>FlipTop™ FT2 Series, 1400 Size, Electrical, Black</td>
<td>$750.00</td>
<td>$750.00</td>
</tr>
<tr>
<td>7</td>
<td>1</td>
<td>FT2A-CBLR-1T-HD</td>
<td>One-Touch Cable Retractor for FT2 ELEC Series, HDMI® to HDMI, 10.2 Gbps</td>
<td>$344.00</td>
<td>$344.00</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>FT2A-CBLR-1T-4K-DP-HD</td>
<td>One-Touch Cable Retractor for FT2 ELEC Series, DisplayPort to HDMI®, 18 Gbps</td>
<td>$344.00</td>
<td>$344.00</td>
</tr>
<tr>
<td>9</td>
<td>1</td>
<td>FT2A-CBLR-1T-4K-MDP-HD</td>
<td>One-Touch Cable Retractor for FT2 ELEC Series, Mini DisplayPort to HDMI®, 18 Gbps</td>
<td>$344.00</td>
<td>$344.00</td>
</tr>
<tr>
<td>10</td>
<td>1</td>
<td>FT2A-CBLR-1T-4K-USBC-HD</td>
<td>One-Touch Cable Retractor for FT2 ELEC Series, USB-C™ to HDMI®, 18 Gbps</td>
<td>$344.00</td>
<td>$344.00</td>
</tr>
<tr>
<td>11</td>
<td>2</td>
<td>FT2A-CHGR-USBA/C</td>
<td>USB Rapid Charging Module for FT2 ELEC Series, USB Type-C &amp; Type-A High Power Charging Ports, Bus Powered</td>
<td>$157.00</td>
<td>$314.00</td>
</tr>
<tr>
<td>12</td>
<td>2</td>
<td>FT2A-PMR-US-2</td>
<td>AC Power Outlet Module for FT2 Series, Dual, US NEMA 5, Type B, w/2 Under-Table Outlets &amp; Cord</td>
<td>$94.00</td>
<td>$188.00</td>
</tr>
<tr>
<td>13</td>
<td>2</td>
<td>FT2A-CBL-PT-CAT6</td>
<td>Pass-Through Cable for FT2 Series, RJ-45 to RJ-45, CAT6, 8 ft (2.4 m)</td>
<td>$50.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>14</td>
<td>1</td>
<td>HD-MAX1-4K-E</td>
<td>4x1 4K HDMI® Switcher</td>
<td>$438.00</td>
<td>$438.00</td>
</tr>
<tr>
<td>15</td>
<td>1</td>
<td>HD-TX-101-C-E</td>
<td>DM Lite – HDMI® over CATx Transmitter, Surface Mount</td>
<td>$207.00</td>
<td>$207.00</td>
</tr>
<tr>
<td>16</td>
<td>1</td>
<td>HD-RX-101-C-E</td>
<td>DM Lite – HDMI® over CATx Receiver, Surface Mount</td>
<td>$207.00</td>
<td>$207.00</td>
</tr>
</tbody>
</table>

**Total:** $10,872.00

**Total (Inclusive of 3):** $32,613.00
### Crestron Hardware

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Model</th>
<th>Description</th>
<th>A+ Price</th>
<th>Extended A+ Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>UC-C160-T</td>
<td>Crestron Flex UC Video Conference System Integrator Kit for Microsoft Teams® Software</td>
<td>$3,720.00</td>
<td>$3,720.00</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>TSW-560/760/1060-SMK</td>
<td>Swivel Mount Kit for TSW-x60-TTK Series</td>
<td>$125.00</td>
<td>$125.00</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>CCS-CAM-USB-F-480</td>
<td>Huddly IQ™ Collaboration Camera</td>
<td>$969.00</td>
<td>$969.00</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>USB-EXT-2</td>
<td>USB over Twisted Pair Extender</td>
<td>$500.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>5</td>
<td>6</td>
<td>SAROS IC6T-B-T-EACH</td>
<td>Saros® 6.5” 2-Way In-Ceiling Speaker, Black Textured, Single (must be ordered in multiples of 2)</td>
<td>$144.00</td>
<td>$864.00</td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>FT2-1400-ELEC-B</td>
<td>HighTop™ FT2 Series, 1400 Size, Electrical, Black</td>
<td>$750.00</td>
<td>$750.00</td>
</tr>
<tr>
<td>7</td>
<td>1</td>
<td>FT2A-CBLR-11-HD</td>
<td>One-Touch Cable Retractor for FT2 ELEC Series, HDMI® to HDMI, 10.2 Gbps</td>
<td>$344.00</td>
<td>$344.00</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>FT2A-CBLR-11-4K-OP-HD</td>
<td>One-Touch Cable Retractor for FT2 ELEC Series, DisplayPort to HDMI®, 18 Gbps</td>
<td>$344.00</td>
<td>$344.00</td>
</tr>
<tr>
<td>9</td>
<td>1</td>
<td>FT2A-CBLR-11-4K-MDP-HD</td>
<td>One-Touch Cable Retractor for FT2 ELEC Series, Mini DisplayPort to HDMI®, 18 Gbps</td>
<td>$344.00</td>
<td>$344.00</td>
</tr>
<tr>
<td>10</td>
<td>1</td>
<td>FT2A-CBLR-11-4K-USBC-HD</td>
<td>One-Touch Cable Retractor for FT2 ELEC Series, USB-C™ to HDMI®, 18 Gbps</td>
<td>$344.00</td>
<td>$344.00</td>
</tr>
<tr>
<td>11</td>
<td>2</td>
<td>FT2A-CHGR-USBA/C</td>
<td>USB Rapid Charging Module for FT2 ELEC Series, USB Type-C &amp; Type-A High Power Charging Ports, Bus Powered</td>
<td>$157.00</td>
<td>$314.00</td>
</tr>
<tr>
<td>12</td>
<td>2</td>
<td>FT2A-PWR-US-2</td>
<td>AC Power Outlet Module for FT2 Series, Dual, US NEMA 5, Type B, w/2 Under-Table Outlets &amp; Cord</td>
<td>$94.00</td>
<td>$188.00</td>
</tr>
<tr>
<td>13</td>
<td>2</td>
<td>FT2A-CBL-PT-CAT6</td>
<td>Pass-Through Cable for FT2 Series, RJ-45 to RJ-45, CAT6, 8 ft (2.4 m)</td>
<td>$50.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>14</td>
<td>1</td>
<td>HD-604X1-4K-E</td>
<td>4x1 4K HDMI® Switcher</td>
<td>$438.00</td>
<td>$438.00</td>
</tr>
<tr>
<td>15</td>
<td>1</td>
<td>HD-TX-101-C-E</td>
<td>DM Lite – HDMI® over CATx Transmitter, Surface Mount</td>
<td>$207.00</td>
<td>$207.00</td>
</tr>
<tr>
<td>16</td>
<td>1</td>
<td>HD-RX-101-C-E</td>
<td>DM Lite – HDMI® over CATx Receiver, Surface Mount</td>
<td>$207.00</td>
<td>$207.00</td>
</tr>
<tr>
<td>17</td>
<td>1</td>
<td>AM-300</td>
<td>AirMedia® Presentation System 300</td>
<td>$1,750.00</td>
<td>$1,750.00</td>
</tr>
<tr>
<td>18</td>
<td>1</td>
<td>RMC3</td>
<td>3-Series® Room Media Controller</td>
<td>$625.00</td>
<td>$625.00</td>
</tr>
</tbody>
</table>

**Total:** $12,133.00
SYSTEM NOTES

1. This Bill of Materials quote is based on the provided information only. Complete system drawings, system requirements and/or all inclusive overall system information was not available. Therefore: A. Crestron is not responsible for perceived misinterpretation of room/equipment quantities OR make/models of equipment being used; B. This is a preliminary budgetary quote for reference only, and the equipment list shown may not constitute a complete working system design needed as per the customer’s project requirements; C. Prior to using this quotation as the basis for a bid or placing an order, the Dealer must verify all equipment to ensure that Crestron design matches dealer’s design intent; D. Please submit complete system specifications, drawings and functional descriptions to Crestron Sales Support Services for a revised proposal.

2. Crestron FLEX
Crestron cannot confirm 3rd party device certification and compatibility for Microsoft SRSv2. Please see link: https://docs.microsoft.com/en-us/skypeforbusiness/plan-your-deployment/clients-and-devices/requirements

3. All the kits are for Microsoft Teams Or Skype and can replaced with Zoom kits

REVISION NOTES

Rev 1
Updated the quote based on email received

GENERAL NOTES


2. When ready to place an order on behalf of this proposal, please reference the above Quote-Number on your PO and send to orders@crestron.com (or gov.orders@crestron.com for Government Partner related projects).

3. The pricing and equipment included in this proposal comprise a suggested Crestron BOM based upon known system information received to date. Please confirm all quantities, and if applicable, send us a complete system functional description and drawings in order to verify compliance with the design intent of your project.

4. To ensure a complete and working system, please refer to all relevant product manuals and design-guides available on the Crestron Website.

5. Prices quoted are valid for 90 days from the date of this Proposal.

6. This proposal contains legally privileged and confidential information intended solely for the use of the addressee. If you are not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. This information remains property of Crestron Electronics, Inc., and is not to be distributed outside your company without expressed written permission from Crestron.

7. All brand names, product names, and trademarks are the property of their respective owners.
COLORADO STATE UNIVERSITY
GENERAL CONDITIONS
INVITATION FOR BID / DOCUMENTED QUOTE

1. This solicitation is governed by the following General Conditions and the Colorado State University Procurement Rules. Responding to this solicitation constitutes acceptance of these General Conditions. The CSU Procurement Rules, which can be viewed at http://www.purchasing.colostate.edu/pages/documents/ProcurementRules8-24-09.pdf, may differ from the State of Colorado Procurement Code and Rules. All inquiries regarding this solicitation should be directed to: Colorado State University, Department of Procurement and Contracting Services, 6010 Campus Delivery, Fort Collins, CO 80523-6010; telephone 970-491-5105.

2. The bidder agrees to comply with all applicable state and federal laws relating to discrimination and unfair employment practices.

3. The bidder certifies that prices and other terms in the Bid or Quote have been arrived at independently without consultation, communication, agreement with or knowledge of the contents of a Bid or Quote by any other competing bidder other than prices or terms gained through price lists or catalogs made available to the public by a competing bidder.

4. Bidders are expected to examine any drawings, specifications, schedule of delivery and all instructions associated with this solicitation; failure to do so will be at the bidder's risk.

5. Each bidder shall furnish all information required by the solicitation; the unit price for each item bid must be shown and a total for each item bid must be entered. In case of error in the extended price, the unit price prevails. Failure to provide requested information may result in disqualification.

6. Specifications are provided to identify the product/service required and to establish an acceptable quality level. Bids or Quotes for products/services of equal quality and usability will normally be considered unless otherwise stated in the solicitation. The University will be the sole judge in determining "equals" in regard to price, quality and performance.

7. All products shall be new and of the manufacturer's current model unless otherwise specified.

8. Samples of items, when requested, must be furnished free of expense to the University, and if not destroyed by testing, will be returned at the bidder's request and expense.

9. Colorado State University reserves the right to reject any and all Bids or Quotes and to waive formalities pursuant to the bidding, and to accept any portion of a Bid or Quote or all items bid, if deemed in the best interest of Colorado State University.

10. This Invitation for Bid or Documented Quote does not obligate the University to pay any costs incurred in the preparation or the submission of such solicitation, or to purchase or contract for materials or services from such Invitation for Bid or Documented Quote if not in the best interests of Colorado State University in the sole judgment of the University.

11. Treatment of any Confidential Information submitted in response to this solicitation will be governed by the Colorado Procurement Code and Rules. All inquiries regarding this solicitation should be directed to: Colorado State University, Department of Procurement and Contracting Services, 6010 Campus Delivery, Fort Collins, CO 80523-6010; telephone 970-491-5105.

12. A contract or purchase order will be awarded to the responsive and responsible bidder whose bid, conforming to the Invitation for Bid or Documented Quote, will be most advantageous to Colorado State University, price and other factors considered. Any purchase order issued as a result of this solicitation will be governed by the CSU Purchase Order Terms and Conditions (attached to the solicitation). Any contract executed between CSU and the successful bidder must contain certain required provisions for doing business with the State of Colorado, labeled “Special Provisions” (attached to the solicitation). The Special Provisions are required by law to be contained in every state contract without modification or exception. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THE SOLICITATION, QUOTE OR BID, OR ANY CONTRACT DOCUMENT ARISING FROM THIS SOLICITATION, THE UNIVERSITY IS PROHIBITED BY COLORADO LAW FROM AGREEING TO “INDEMNIFY,” “DEFEND,” OR “HOLD THE CONTRACTOR HARMLESS” WITH RESPECT TO THIRD-PARTY CLAIMS THAT MAY BE BROUGHT AGAINST THE CONTRACTOR. NO EXCEPTIONS TO THIS PROHIBITION ARE POSSIBLE AND ANY DOCUMENT PURPORTING TO CREATE SUCH INDEMNITY OBLIGATIONS SHALL BE REJECTED.

13. No Bid shall be withdrawn for a period of 30 days subsequent to the submission of bids without the consent of the Colorado State University, Department of Procurement and Contracting Services.

14. In its acceptance of any Bid or Quote, the University is relying on the promised delivery date and/or installation as material and basic to its acceptance, unless otherwise indicated. In the event of seller's failure to deliver as and when promised, the University reserves the right to cancel its purchase order or contract, or any part thereof, and seller agrees that the University may return all or part of any shipment so made and may charge seller with any loss or expense sustained as a result of such failure to deliver as promised, not as a penalty but as liquidated damages.

15. In the event any item to be sold or delivered hereunder is covered by any patent, copyright, trademark, or application therefor, the seller will indemnify and hold harmless the University from any and all loss, costs, expenses, and legal fees on account of any claims, legal actions, or judgments on account of manufacturer, sale, or use of such item in violation, infringement or the like of rights, under such patent, copyright, trademark, or application.

16. It is the responsibility of the bidder to insure that the Bid or Quote, signed by an individual authorized to bind the bidder, arrives by the date and time and at the place indicated on the Invitation for Bid or Documented Quote. An Invitation for Bid requires submission of the original signed Bid; electronic submission is not permitted. LATE BIDS WILL NOT BE ACCEPTED OR CONSIDERED. Receipt of a Documented Quote by the submission date and time is not an absolute criterion in determining responsiveness and Quotes received prior to the time of award may be considered, at the discretion of the University. Documented Quotes may be submitted electronically when the terms of the solicitation expressly permit electronic submission. In any event, the bidder is responsible for submitting its response to either an Invitation for Bid or Documented Quote as directed by the solicitation.

17. The bid or quoted price shall be exclusive of any federal, state or local taxes from which Colorado State University is exempt. Our Federal Excise Tax Exemption Certificate of Registry Number is 84-730-123K. Our Colorado State and Local Sales Tax Exemption Number is 98-02381.
18. **ANTI-KICKBACK ACT of 1986.** Bidder represents that they have not provided or attempted to provide any kickback to any employee or agent of Colorado State University. All reports of possible kickbacks shall be submitted in writing to the Internal Auditing Department, Colorado State University System, Fort Collins, CO 80523-0019. Reports may also be made by telephone to 970-491-6176.

19. **Insurance.** If required by the solicitation, the Contractor shall obtain and maintain at all times during the performance of any contract or purchase order, insurance as specified. If insurance requirements are not specified in the solicitation, the Contractor represents that at the time of acceptance of any contract or purchase order, the Contractor maintains comprehensive general liability insurance in an amount not less than $1,000,000, combined single limit; worker’s compensation insurance as required by law; and automobile liability insurance for all vehicles to be used by Contractor in the performance of the specified work. Upon request, Contractor shall provide proof of such coverages. Self-insurance programs do not meet the state’s or the University’s insurance requirements unless the Contractor provides satisfactory evidence of a loss reserve fund of not less than the minimum coverage amount specified in the solicitation, plus excess liability coverage as appropriate to the industry; financial statements of the business; and proof of Department of Labor certification of self-insurance program for worker’s compensation.

20. **SMALL, WOMEN-OWNED, AND MINORITY-OWNED PARTICIPATION.** It is the policy of the University to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women, minorities, veteran, service-disabled veterans, and disadvantaged small business concerns, and to encourage their participation in State procurement activities. The University encourages Contractors to provide for participation of these businesses through subcontracts or other contractual opportunities in connection with the performance of the contract awarded under this solicitation. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract are not required, but may be considered by the evaluation committee reviewing the proposals.

21. **CONTRACT PERFORMANCE MANAGEMENT**
   a. As of July 1, 2009 all Colorado State University Personal Services Contracts greater than $100,000.00 are required to be entered into the State of Colorado Contract Management System (CMS) database. The goal of this database is to provide state agencies and institutions of higher education with a resource to examine the past performance of vendors, and to monitor current contracts with those vendors. This section of the solicitation is posted per the requirements of CRS §§ 24-102-205 and 24-103.5-101.
   b. **NOTIFICATION OF CONSIDERATION OF VENDOR’S PAST PERFORMANCE:** The University may consider vendor’s performance on past or current State contracts with requirements similar to the State requirements for this contract. As part of the evaluation process vendor’s past performance may be reviewed using information contained in the State of Colorado Contract Management System. The University reserves the right to use the information contained in the Contract Management System to determine responsibility.
   c. **PERFORMANCE MEASURES AND STANDARDS:** Performance measures and standards developed specifically for the contract shall be negotiated by both parties prior to the execution of the contract, and shall be incorporated into the contract.
   d. **VENDOR ACCOUNTABILITY AND REPORTING:** Vendors are required to report regularly on achievement of the performance measures and standards specified in the contract, and that allows the University to withhold payment until successful completion of all or part of the contract and achievement of established performance standards. Payment by the University to the vendor shall be made without delay upon successful completion of all or any part of the contract in accordance with the payment schedule specified in the contract or as otherwise agreed upon by the parties.
   e. **PERFORMANCE MONITORING PROCESS:** The University shall monitor processes regarding this contract to ensure that the results, objectives and obligations of the contract are met.
   f. **NON-COMPLIANCE AND TERMINATION:** The University has established remedies and termination clauses to apply to contracts which are determined to be in non-compliance.
CSU PURCHASE ORDER TERMS AND CONDITIONS

1. This Purchase Order constitutes the entire contract between the Board of Governors of the Colorado State University System, acting by and through Colorado State University ("CSU"), and the named Vendor. The terms and conditions set forth herein may not be altered, deleted or added to without the express written consent of CSU. Any terms and conditions contained in any attachment or other extraneous document shall be null and void unless expressly accepted by CSU. Commencement of performance by Vendor constitutes agreement to the terms and conditions set forth herein regardless of whether or not Vendor has countersigned this Purchase Order.

2. Payment: To ensure prompt payment, mail invoices in duplicate for each shipment. Invoices not mailed as directed may delay payment or become lost. Reference the purchase order number on the invoice(s) and mail invoice(s) to: Colorado State University ("CSU"), Accounts Payable, 6003 Campus Delivery, Fort Collins, CO 80523. The University's standard payment term is Net 30. Cash Discount Period (if applicable) will start from date of receipt of acceptable invoice or from date of receipt of acceptable merchandise at destination, whichever is the later.

3. The laws of the State of Colorado, U.S.A., shall govern in connection with the formation, performance and the legal enforcement of this purchase order. Further, the Colorado State University Procurement Rules, available at http://wsnet.colostate.edu/cwis191/policy/policies.aspx govern this procurement. Unless otherwise specified in the solicitation or this order, venue for any judicial action arising out of or in connection with this purchase order shall be in Larimer County, Colorado. Vendor shall exhaust administrative remedies as set forth in the Procurement Rules, prior to commencing any judicial action against the University. All references in this purchase order to the Uniform Commercial Code shall mean the Uniform Commercial Code as adopted by the State of Colorado at Title 4, C.R.S., as amended.

4. None of the terms or specifications stated in this purchase order may be added to, superseded or otherwise altered except in writing, signed by an authorized representative of Procurement Services. Each shipment received by CSU from Vendor shall be deemed to be only upon the terms contained in this purchase order and any signed contract of the parties, notwithstanding any terms that may be contained in any acknowledgement, invoice form or other document of Vendor and notwithstanding the acceptance or payment by University.

5. This purchase order is an acceptance of your offer as summarized in your quotation. When this purchase order is an offer to buy, your acceptance must show promised delivery date and method of shipping including routing and names of carriers. This purchase order shall not be deemed valid unless it is executed by the Purchasing Agent for CSU. CSU shall have no responsibility or liability for products or services delivered or performed prior to proper execution hereof.

6. Please advise Purchasing Agent immediately if you cannot make complete shipment to arrive on your promised delivery date as noted, or if services cannot be commenced or completed as promised.
   a. Acknowledgement of purchase order (if required) must be signed and returned.
   b. Your acknowledgement must show expected shipping date and method of shipping, including routing and names of carriers.
   c. In the event of Vendor's failure to deliver as and when specifically promised, CSU may return all or part of any shipment so made and may charge Vendor with any loss or expense sustained as a result of such failure to deliver as promised.

7. This order is made of the following express terms:
   a. Goods are subject to CSU inspection upon arrival.
   b. Goods rejected due to failure to meet specifications, either when shipped or due to defects or damage in transit, may be returned to you for credit, and are not to be replaced except upon receipt of written instructions from CSU.
   c. Additional charges for packing will not be accepted.
   d. A packing list must accompany each shipment.
   e. If all material has not been received within 90 days, this order is subject to cancellation unless CSU has been advised of and has agreed to a longer delivery date.
   f. Shipments must be F.O.B., CSU, Fort Collins, Colorado unless otherwise specified on this order. If permission is given to prepay freight and charge separately, original freight bill must accompany invoice.
   g. As a State of Colorado Agency, by statute CSU is exempt from state and local taxes. Our Exemption Number is 98-02381. Federal Excise Tax Exemption Certificate of Registry #84-730123K is on file with the Internal Revenue Service, Ogden, Utah.

8. Vendor certifies that it meets prevailing wage rates in its area and warrants compliance with the provisions of the Davis-Bacon Act if applicable.

9. Quality. The university will be the sole judge in determining “equals” with regard to quality, price and performance. All products delivered shall be newly manufactured and of the manufacturer's current model, unless otherwise specified.

10. Safety Information. All chemicals, equipment and materials proposed and/or used in the performance of this purchase order must conform to the standards required by the Occupational Safety and Health Act of 1970. Bidders

Revised March 27, 2014
must furnish Safety Data Sheets (SDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

11. Rights in Data, Documents, and Computer Software or Other Intellectual Property. Unless otherwise agreed in writing, any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials delivered by Vendor in the performance of its obligations under this purchase order shall be the exclusive property of the University. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

12. Indemnification. The Vendor shall indemnify, save and hold harmless the Board of Governors of the Colorado State University System acting by and through Colorado State University, a division of the State of Colorado, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Vendor, or its employees, agents, subcontractors or assignees pursuant to the terms of this contract. In the event any article sold or delivered under this purchase order is covered by any patent, copyright, trademark, or application therefore, the vendor will indemnify and hold harmless the Board of Governors of the Colorado State University System acting by and through Colorado State University, a division of the State of Colorado from any and all loss, liability, cost, expenses and legal fees incurred on account of any claims, legal actions, or judgments arising out of manufacture, sale or use of such article in violation, infringement or the like of rights under such patent, copyright, trademark or application.

   a. Except as otherwise agreed, the Uniform Commercial Code shall govern in the case of transactions in goods. In the case of services, if the vendor refuses or fails to timely perform any of the provisions of this purchase order, with such diligence as will ensure its completion within the time specified in this purchase order, the Purchasing Agent may notify the vendor in writing of the non-performance, and if not promptly corrected within the time specified, such Agent may terminate the Vendor’s right to proceed with the work or such part of the work as to which there has been delay or a failure to properly perform. The Vendor shall continue performance of the purchase order to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the purchase order price.
   b. In the case of remedies exercised under this paragraph for services, or analogous remedies exercised under the Uniform Commercial Code for transactions in goods, CSU may withhold amounts due to the Vendor as the Purchasing Agent deems to be necessary to reimburse CSU for the excess costs incurred in curing, completing or procuring similar goods and services.
   c. The Vendor shall not be in default by reason of any failure in performance of this purchase order in accordance with its terms if such failure arises out of acts of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather; provided, however, that such causes may entitle CSU to terminate this order for convenience.
   d. If after rejection, revocation, or other termination of the Vendor’s right to proceed under the provisions of the Uniform Commercial Code (in the case of transactions in goods) or this clause (in the case of services), it is determined for any reason that the Vendor was not in default under the provisions of this clause, or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.

14. Termination for Convenience.
   a. Cancellation Prior to Contract Formation. When this purchase order is not accepted by written acknowledgment, this purchase order may be canceled by written or oral notice to the Vendor prior to shipment of goods or beginning of performance of services.
   b. Termination after Contract Formation. Unless otherwise agreed in writing, in addition to the rights and remedies governing transactions in goods in the Uniform Commercial Code, the Purchasing Agent may when the interests of CSU so require terminate this purchase order in whole or in part, for the convenience of CSU. The Purchasing Agent shall give written notice of the termination to the Vendor specifying the part of the purchase order terminated and when termination becomes effective. Upon receipt of the notice of termination, the Vendor shall incur no further obligations except to the extent necessary to mitigate costs of performance. In the case of services or specially manufactured goods, CSU shall pay reasonable settlement expenses, the contract price or rate for supplies and services delivered and accepted, the reasonable costs of performance on unaccepted supplies and services, and a reasonable profit for that unaccepted work, in accordance with the cost principles promulgated under the CSU Procurement Rules, Section X, as amended. In the case of existing goods, CSU shall pay reasonable settlement expenses, the contract price for goods delivered and accepted, reasonable costs incurred in preparation for delivery of the undelivered goods, and a reasonable profit for that preparatory work. The amount of the termination liability under this paragraph shall not exceed the amount of the purchase order price plus a reasonable cost for settlement expenses. The Vendor agrees to submit a termination proposal as well as reasonable supporting documentation, cost and pricing data upon request of the Purchasing Agent.

15. Receipt of merchandise, services or equipment in response to this order can result in authorized payment on the part of CSU. However, it is to be understood that final acceptance is dependent upon completion of all applicable required inspection procedures. Should the service rendered or merchandise furnished fail to meet all inspection
requirements, Procurement Services reserves the right to reject all or some of the goods and services or exercise any other remedies provided by law.

16. Assignment and Successors. The Vendor shall not assign rights or delegate duties under this purchase order, or subcontract any part of the performance required under the purchase order, without the express written consent of CSU, which shall not be unreasonably withheld. This purchase order shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Assignment of accounts receivable may be made only with written notice furnished to CSU.

17. All provisions and remedies of the Uniform Commercial Code relating to both implied and expressed warranties are herewith referred to and made part of this agreement.

18. All parties to this contract agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

19. Compliance with Laws. Vendor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back and collusion.

20. Americans with Disabilities Act (ADA) Requirements. If this Purchase Order includes the provision of university services to the public, the Vendor shall, in addition to any other requirements under Title 11 of the Americans with Disabilities Act, comply with the requirements of the Americans with Disabilities Act regarding the accessibility of the University’s services and programs, as an explicit requirement. The Vendor assures that, at all times during the performance of this Purchase Order, no qualified individual with a disability shall, by reason of that disability, be excluded from participation in, or be denied benefits of, services, programs, or activities performed by the Vendor for the benefit of CSU.

21. Vendor acknowledges that providing goods and services under this Purchase Order is subject to compliance with laws that relate to the export of technical data or equipment, such as International Traffic in Arms Regulations (“ITAR”) and/or Export Administration Act/Regulations (“EAR”). Vendor agrees to comply with all such laws, regulations and orders as currently in effect or hereafter amended. Vendor shall not disclose any export-controlled information, or provide any export-controlled equipment or materials to CSU without prior written notice. In the event that CSU agrees to receive such export-controlled information, equipment or materials, Vendor shall (i) include the Export Control Classification Number (ECCN) or ITAR notice on the packing documentation, and (ii) send an electronic copy of the ECCN number and packing documentation to grant.calhoun@colosate.edu.

22. Fund Availability; Federal Funds Contingency. Financial obligations of the University, as a division of the State of Colorado, payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this purchase order is funded in whole or in part with federal funds, this purchase order is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. It this purchase order contemplates the purchase of goods to be delivered in a single installment, CSU represents that it has set aside sufficient funds to make payment under this purchase order in accordance with its term.

23. Vendor Offset. Pursuant to CRS 24-30-202.4, as amended, the State Controller may withhold payment for debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the unemployment compensation fund; and (a) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the State Controller.

24. Insurance. The Vendor shall obtain, and maintain at all times during the term of this purchase order, insurance as specified in the solicitation or order. If insurance requirements are not specified in the solicitation or order, the Vendor represents that at the time of acceptance of this order the Vendor maintains comprehensive general liability insurance in an amount not less than $1,000,000, combined single limit; worker’s compensation insurance as required by law; and automobile liability insurance for all vehicles to be used by Vendor in the performance of services under this order. Upon request, Vendor shall provide proof of such coverages. Self-insurance programs do not meet the state’s or the University’s insurance requirements unless the Vendor provides satisfactory evidence of a loss reserve fund of not less than the minimum coverage amount specified in the solicitation, plus excess liability coverage as appropriate to the industry; financial statements of the business; and proof of Department of Labor certification of self-insurance program for worker’s compensation.

25. INDEPENDENT CONTRACTOR. 4 CCR 801-2. Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Vendor nor any agent or employee of Vendor shall be or shall be deemed to be an agent or employee of the university. Vendor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the university pursuant to this contract. Vendor acknowledges that Vendor and its employees are not entitled to unemployment insurance benefits unless Vendor or a third party provides such coverage and that CSU does not pay for or otherwise provide such coverage. Vendor shall have no authorization, express or implied, to bind CSU to any agreement, liability or understanding, except as expressly set forth herein. Vendor shall provide and keep in force workers’ compensation (and provide proof of such insurance when requested by the university) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.

26. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored

Revised March 27, 2014
projects, intergovernmental agreements, or information technology services or products and services]
Vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Vendor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Vendor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the university within three days if Vendor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Vendor participates in the Department program, Vendor shall deliver to the university a written, notarized affirmation, affirming that Vendor has examined the legal work status of such employee, and comply with all of the other requirements of the Department program. If Vendor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the university may terminate this contract for breach and, if so terminated, Vendor shall be liable for damages. 27. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Vendor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

If so noted on the purchase order, under PO Clauses, the following Special Terms and Conditions for Colorado State University – Federal Contracts shall apply in addition to the CSU Purchase Order Terms and Conditions. In case of conflict between these Special Terms and Conditions and the Purchase Order Terms and Conditions, these Special Terms and Conditions shall control:

Section 1. GENERAL TERMS AND CONDITIONS

1. **INSPECTION.** The equipment, supplies or services furnished shall be exactly as specified in this order, free from all defects in Supplier’s design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by Colorado State University (CSU) at all times and places. If, prior to final acceptance, any equipment, supplies or services are found to be defective of not as specified, CSU may reject them, require Supplier to correct them without charge, or require delivery of such equipment, supplies or services at a reduction in price which is equitable under the circumstances. If Supplier is unable or refuses to correct such items within a time deemed reasonable by CSU, CSU may terminate the order in whole or in part. Supplier shall bear all risks as to rejected equipment, supplies and services and, in addition to any costs for which Supplier may become liable to CSU under other provisions of this order, shall reimburse CSU for all transportation cost, other related costs incurred, or payments to Supplier in accordance with the terms of this order for unaccepted equipment, supplies and services. Notwithstanding final acceptance and payment, Supplier shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications, are in addition to, and do not limit, CSU’s rights provided in this article.

2. **WARRANTIES.** Supplier warrants the articles delivered hereunder to be free from defects in labor, material and manufacture, and to be in compliance, with any drawings or specifications incorporated or referenced herein and with any samples furnished by the Supplier.

3. **ASSIGNMENT.** This order is assignable by CSU. Except as to any payment due hereunder, this order is not assignable by Supplier without written approval of CSU.

4. **CHANGES.** CSU may make changes within the general scope of this order by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an equitable adjustment in the price or delivery of both shall be made. No change by Supplier shall be recognized without written approval of CSU. Any claim of Supplier for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Supplier of notification of such changes unless CSU waives this condition. Nothing in this Article shall excuse Supplier from proceeding with performance of the order as changed hereunder.
5. **LABOR DISPUTES.** Supplier shall give prompt notice to CSU of any actual or potential labor dispute which delays or may delay timely performance of this order.

6. **TERMINATION AND DELAYS.** CSU may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. CSU shall pay Supplier as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Supplier as approved by CSU with respect to the undelivered or unaccepted portion of this order, provided compensation hereunder shall in no event exceed the total order price. CSU may by written notice terminate this order for Supplier’s default, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the items of services or to perform the services within the time specified or any written extension thereof. In such event, CSU may purchase or otherwise secure items or services and, except as otherwise provided herein, Supplier shall be liable to CSU for any excess costs occasioned CSU thereby.

If, after notice or termination for default, CSU determines that the Supplier was not in default or that the failure to perform this order is due to causes beyond the control and without the fault or negligence of Supplier (including, but not restricted to, acts of God or of the public enemy, acts of CSU, acts of government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of CSU, unless CSU shall determine that the items or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

If CSU determines that Supplier has been delayed in the work due to causes beyond the control and without the fault or negligence of the Supplier, CSU may extend the time for completion of the work called for by this order, when promptly applied for in writing by Supplier, and if such delay is due to failure of CSU, not caused or contributed to by Supplier, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Article. Sole remedy of Supplier in event of delay by failure of CSU to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits.

The rights and remedies of CSU provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

As used in this Article, the word ‘Supplier’ includes Supplier and his sub-suppliers at any time.

7. **DISCRIMINATION AND AFFIRMATIVE ACTION.** Supplier and its sub-suppliers shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Supplier and its sub-suppliers shall also abide by 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered contractors and subcontractors to employ and advance in employment qualified protected veterans.

8. **INDEMNIFICATION AND INSURANCE.** In the event the Supplier, its employees, agents or subcontractors, enter premises occupied by or under the control of CSU in the performance of this order, the Supplier agrees that it will be responsible to, and indemnify and hold harmless, CSU, its board, officers and employees, from any loss, cost damage, expense or liability by reason of property damages or personal injury of whatsoever kind or character, arising out of, as a result of, or in connection with such performance occasioned by the negligence or other fault, by act or omission of the Supplier, its agents, employees or subcontractors, and the Supplier agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable limits covering the obligations set forth above, and will maintain worker’s compensation coverage (either by insurance or, if qualified pursuant to law, through a self-insurance program) covering all employees performing this order on premises occupied by or under the control of CSU.

9. **PATENT INDEMNITY.** Supplier shall pay all royalty and license fees relating to the items covered hereby. In the event any third party shall claim that the manufacture, use and sale of these goods covered hereby, infringement of any copyright, trade mark or patent, the Supplier shall indemnify CSU and hold CSU harmless from any cost, expenses, damage or loss incurred in any manner by CSU on account of any such alleged infringement.
10. **DISCOUNTS.** Discount time will not begin until receipt of equipment or merchandise and/or the invoice, whichever is later.

11. **OTHER APPLICABLE LAWS.** Any provisions to be included in a contract of this type by any applicable and valid Executive Order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

### Section 2. GOVERNMENT SUBCONTRACT PROVISIONS

If this order is a subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and conditions of this Section 2 and any other provisions of this order, the terms and conditions of this Section 2 shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference. For purposes of this Purchase Order, the following clauses, the terms “contract” shall mean “this order,” the term “Contractor” shall mean “Supplier,” and the terms “Government” and “Contracting Office” shall mean Colorado State University and the Director of Procurement Services, respectively. All of the clauses hereby incorporated by reference may be found on-line at the following URL: [http://farsite.hill.af.mil/farsite.html](http://farsite.hill.af.mil/farsite.html)

(NOTE: These FAR clauses may have applicability under certain circumstances as indicated next to the clause in question.)

**A.** The following provisions apply regardless of the amount of this order:

1. 52.202-1 Definitions
2. 52.223-6 Drug-Free Workplace (for work performed by individuals)
3. 52.223-7 Notice of Radioactive Materials (applicable if radioactive materials are involved)
4. 52.224-2 Privacy Act (applicable if Supplier is supplying design, development, or operation of a system of records on individuals)
5. 52.225-13 Restrictions on Certain Foreign Purchases
6. 52.247-63 Preference for U.S.-Flag Air Carriers
7. 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels
8. 252.231-7000 Supplemental Cost Principles (if the prime funding is from Department of Defense)

**B.** The following provisions apply if the amount of this order exceeds $10,000:

1. 52.222-21 Prohibition of Segregated Facilities.
2. 52.222.26 Equal Opportunity

**C.** The following provisions apply if the amount of this order exceeds $15,000:

1. 52.222-36 Affirmative Action for Workers with Disabilities

**D.** The following provisions apply if the amount of this order exceeds $100,000:

1. 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
2. 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era

**E.** The following provisions apply if the amount of this order exceeds $150,000:

1. 52.203-6 Restrictions on Subcontractor Sales to the Government
2. 52.203-7 Anti-Kickback procedures except Subparagraph (c)(1)
3. 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
4. 52.215-2 Audit and Records -- Negotiation
5. 52.215-14 Integrity of Unit Prices
6. 52.219-8 Utilization of Small Business Concerns
7. 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation
8. 52.223-6 Drug-Free Workplace (for work performed by non-individuals)
9. 52.227-1 Authorization and Consent (Alternate I)
10. 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
11. 52.203-7001 Prohibition of Persons Convicted of Fraud or Other Defense Contract Related Felonies (if the prime funding is from Department of Defense)

**F.** The following provisions apply if the amount of this order exceeds $650,000:

1. 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plans (Large Businesses)
2. 52.219-16 Liquidated Damages -- Subcontracting Plan

**G.** The following provisions apply if the amount of this order exceeds $700,000:

1. 52.215-10 Price Reduction for Defective Cost or Pricing Data
2. 52.215-12 Subcontractor Cost or Pricing Data
3. 52.215-13 Subcontractor Cost or Pricing Data – Modifications.