

REQUEST FOR BIDS

RFB COVER SHEET

Administrative Information:

RFB Number	RFB0322282009	Title of RFB	Library Supplies, Equipment and Furnishings
Agency	Iowa Department of Administrative Services (DAS)		
Number of years of the initial term of the Contract	3	Number of possible annual extensions	3
Available to All State Agencies?	Yes		
Available to Political Subdivisions?	Yes		
State Issuing Officer: Julie Janssen, 515-240-2698, Julie.Janssen@iowa.gov			
Mailing Address: Iowa Department of Administrative Services Hoover State Office Building, Level 3 1305 East Walnut Street Des Moines, IA 50319-0105			
PROCUREMENT TIMETABLE—Event or Action			Date/Time (Central Time)
State Posts Notice of RFB on TSB website			November 8, 2021
State Issues RFB			November 10, 2021
RFB written questions, requests for clarification, and suggested changes from Bidders due			November 24, 2021
Bids Due			December 8, 2021, 2:00 PM CT
<p>Internet website where Addenda to this RFP will be posted http://vss.iowa.gov. Bidder will submit their electronic copies of their Bid through Iowa Vendor Self-Serve (VSS).</p> <p>Bidder will need to register their company regardless of whether they have already done business with the state of Iowa. There is a Register button on the left hand side of the VSS screen. Click on that button to start the registration process.</p> <p>If you have any issues with registration, please call the helpdesk at 515-281-6614. If you have done business with the State, you will be given an opportunity to look up your entity during the registration process.</p> <p>File size is limited to 10MB when uploading. Bidder will need to break their Bid into several files if the Bid exceeds the 10MB threshold. There is no limit on the number of files which can be uploaded.</p> <p>Please make sure the <u>electronic copy submitted contains all of the required signatures</u> in the RFB which would include the transmittal letter and Attachments 1-3.</p>			
<p>Internet website where contract terms and conditions are posted https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf</p>			
Firm Bid Terms			
The minimum number of days following the deadline for submitting Bids that the Bidder guarantees all Bid terms, including price, will remain firm is 120 Days.			

RFB0322282009 – Library Supplies, Equipment and Furnishings

SECTION 1 - INTRODUCTION

1.1 Bidder Instructions

Bidder is to download this document and save to computer. Once saved, type in responses to the required sections and save again. Finally upload the document to VSS with your bid. As an option, the Bidder may print, write in responses, scan, and attach response. If this document is not attached to the bid response in VSS, the Bidder's bid may be disqualified.

1.2 Purpose

The purpose of this Request for Bids (RFB) is to solicit bids from qualified providers to provide the goods and/or services described further in this RFB to the Lead Agency and any Participating Agencies. The Lead Agency intends to award a contract(s) beginning and ending on the dates listed in the VSS solicitation, and the Lead Agency may extend the contract(s) for up to the number of annual extensions identified in the VSS solicitation at the sole discretion of the Lead Agency. Any contract(s) resulting from the RFB shall not be an exclusive contract.

1.3 Request for Bid (RFB) Definitions

Definitions – For the purposes of this RFB and the resulting contract, the following terms shall mean:

“Agency” means the agency identified in the VSS solicitation that is issuing the RFB and any other agency that purchases from the Contract.

“Alternative Bid” means a response to a bid that does not meet the exact requirements of the specification but offers an alternative for consideration. An alternative bid is submitted with an intentional variation to a provision, specification, term or condition of the solicitation. This alternative, in the opinion of the bidder, achieves the same end result. Alternative bids may be rejected as non-responsive.

“Bid” means the Bidder's bid submitted in response to the RFB.

“Bidder” means a vendor submitting a bid in response to this RFB.

“Contract” means the contract(s) entered into with the successful Bidder(s).

“Lead Agency” means the agency facilitating the procurement and establishing the Contract.

“Participating Agency” means the agency utilizing the established contract.

“Political Subdivisions” means cities, counties, and educational institutions.

“Responsible Bidder” means a Bidder that has the capability in all respects to perform the requirements of the Contract. In determining whether a Bidder is a Responsible Bidder, the

Agency may consider various factors including, but not limited to, the Bidder's competence and qualifications to provide the goods or services requested, the Bidder's integrity and reliability, the past performance of the Bidder relative to the quality of the goods or services offered by the Bidder and the best interest of the Agency and the State.

"Responsive Bid" means a Bid that complies with each of the provisions of this RFB, or is either an alternative bid or a bid with an exception, if accepted by the Agency.

"RFB" means this Request for Bids and any addenda hereto.

"State" means the State of Iowa, the Agency identified in the VSS solicitation, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFB.

1.4 Contract Term

The term of the contract will begin **12/16/2021** and end on **12/31/2024**. The Agency shall have the sole option to renew the contract upon the same or more favorable terms and conditions for up to **three (3) annual extensions**. The resulting contract(s) will be available to **all State Agencies and Political Subdivisions**.

1.5 Background Information

This RFB is designed to provide Bidders with the information necessary for the preparation of competitive Bids. The RFB process is for the Lead Agency's and Participating Agencies' benefit and is intended to provide the Lead Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

The State Library is the agency seeking bids through this RFB. The State Library is a division of the Iowa Department of Education. It works to improve library services in Iowa and delivers specialized information services to state government and to Iowans.

The State Library of Iowa's mission is to advocate for Iowa libraries and to promote excellence and innovation in library services, in order to provide statewide access to information for all Iowans. One of the objectives in the State Library of Iowa's strategic plan is to improve the processes and procedures in Iowa libraries by facilitating cooperative purchasing to maximize library budgets.

Iowa has 77 academic libraries, 543 public libraries and 63 special libraries. Directories to Iowa libraries are available at <https://silo.knack.com/directory>

The State Library of Iowa collects public library statistics.

In FY18:

- 2/3 of Iowans had library cards
- 16,579,432 people visited public libraries

The State Library of Iowa is seeking eligible Bidders to provide a full line catalog of library supplies, equipment and furnishings for use by Iowa public libraries. These supplies are intended to allow Iowa libraries peak functionality and enhance the library visitor's experience. The Bidder must be

able to provide library supplies, equipment and furnishings to all facilities located in the State of Iowa. The Bidder must commit to, but not be limited to the discounts offered in its bid throughout the life of the resulting Contract, regardless of volume of business.

There may be multiple Master Agreements awarded for this solicitation. The resulting Contract(s) will be available to all State Agencies and Political Subdivisions. There is no current State Contract that covers library supplies, equipment and furnishings. The State does not guarantee any minimum volume of sales on the resulting Contract(s).

SECTION 2 – ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

The Issuing Officer identified in the VSS solicitation is the sole point of contact regarding the RFB from the date of issuance until selection of the successful Bidder.

2.2 Restriction on Communication

From the issue date of this RFB until announcement of the successful Bidder, Bidders may contact only the Issuing Officer. The Issuing Officer will respond only to electronic questions regarding the procurement process. Questions related to the interpretation of this RFB must be submitted as provided in the VSS solicitation. Oral questions related to the interpretation of this RFB will not be accepted. Bidders may be disqualified if they contact any State employee other than the Issuing Officer about the RFB except that Bidders may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFB through an addendum.

2.3 Amendment to the RFB

The Agency reserves the right to amend the RFB at any time using an addendum. The Bidder shall acknowledge receipt of all addenda in its Bid.

It is the Bidder's sole responsibility to check daily for addenda to posted documents.

2.4 Bid Amendment and/or Withdrawal

The Bidder may amend or withdraw and resubmit its Bid at any time before the Bids are due. The amendment must be submitted on Iowa VSS by the Bidder to the bid and received by the time set for the receipt of Bids.

2.5 Submission of Bids

The Agency must receive the electronic Bid on: Iowa VSS before the "Bids Due" date and time. **This is a mandatory requirement and will not be waived by the Agency. Any Bid received after this deadline will not be accepted.** It is the Bidder's responsibility to ensure the bid is received prior to the deadline. Email and faxed Bids will not be accepted.

Bidders must furnish all information necessary to enable the Agency to evaluate the Bid. Bids that fail to meet the mandatory requirements of the RFB may be rejected. Oral information provided by the Bidder shall not be considered part of the Bidder's Bid unless it is in writing.

2.6 Bid Opening

The Agency will open Bids after the deadline for submission of Bids has passed. However, the names of Bidders who submitted timely Bids will be publicly available after the Bid opening. See Iowa Code Section 72.3. The announcement of Bidders who timely submitted Bids does not mean that an individual Bid has been deemed technically compliant or accepted for evaluation.

2.7 Costs of Preparing the Bid

The costs of preparation and delivery of the Bid are solely the responsibility of the Bidder.

2.8 Rejection of Bids

The Agency reserves the right to reject any or all Bids, in whole and in part, received in response to this RFB at any time prior to the execution of a written Contract. Issuance of this RFB in no way constitutes a commitment by the Agency to award a Contract. This RFB is designed to provide Bidders with the information necessary to prepare a competitive Bid. This RFB process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection of a Bidder to provide goods and/or services. It is not intended to be comprehensive and each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

2.9 Disqualification

The Agency will reject outright and will not evaluate Bids if the Bidder fails to deliver the Bid by the due date and time. The Agency may reject outright and may not evaluate Bids for any one of the following reasons:

- The Bidder acknowledges that a requirement of the RFB cannot be met.
- The Bidder's Bid materially changes a requirement of the RFB or the Bid is not compliant with the requirements of the RFB.
- The Bidder's Bid limits the rights of the Agency.
- The Bidder fails to include information necessary to substantiate that it will be able to meet a requirement of the RFB.
- The Bidder fails to timely respond to the Agency's request for information, documents, or references.
- The Bidder fails to include bid security, if required.
- The Bidder fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
- The Bidder presents the information requested by this RFB in a format inconsistent with the instructions of the RFB or otherwise fails to comply with the requirements of the RFB.
- The Bidder initiates unauthorized contact regarding the RFB with state employees.
- The Bidder provides misleading or inaccurate responses.
- The Bidder's Bid is materially unbalanced.
- There is insufficient evidence (including evidence submitted by the Bidder and evidence obtained by the Agency from other sources) to satisfy the Agency that the Bidder is properly responsive and responsible to satisfy the requirements of the RFB.
- The Bidder alters the language in Certification Letter or Authorization to Release Information Letter.
- The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

2.10 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Bid if, in the judgment of the Agency, it is in the Agency's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Bidders, that do not change the meaning or scope of the RFB, or that do not reflect a material change in the requirements of the RFB. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFB requirements or excuse the Bidder from full compliance with RFB

specifications or other contract requirements if the Bidder is awarded the contract. The determination of materiality is in the sole discretion of the Agency.

2.11 Reference Checks

The Agency reserves the right to contact any reference to assist in the evaluation of the Bid, to verify information contained in the Bid and to discuss the Bidder's qualifications and the qualifications of any subcontractor identified in the Bid.

2.12 Information from Other Sources

The Agency reserves the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder's capability and performance under other contracts, the qualifications of any subcontractor identified in the Bid, the Bidder's financial stability, past or pending litigation, and other publicly available information.

2.13 Verification of Bid Contents

The content of a Bid submitted by a Bidder is subject to verification. If the Agency in its sole discretion determines that the content is in any way misleading or inaccurate, the Bidder may be disqualified.

2.14 Bid Clarification Process

The Agency reserves the right to contact a Bidder after the submission of Bids for the purpose of clarifying a Bid to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Bidder has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Bidder's Bid. The Agency will not consider information received if the information materially alters the content of the Bid or alters the type of goods and/or services the Bidder is offering to the Agency. An individual authorized to legally bind the Bidder shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Bid as non-compliant.

2.15 Disposition of Bids

All Bids become the property of the Agency and shall not be returned to the Bidder at the conclusion of the selection process, the contents of all Bids will be in the public domain and be available for inspection by interested parties except for information for which Bidder properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

2.16 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code Chapter 22. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Bid. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Contractor as non-confidential records unless Contractor requests specific parts of the Bid be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.17 Form 22 Request for Confidentiality

FORM 22 MUST BE COMPLETED AND INCLUDED WITH CONTRACTOR'S BID. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE BID DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE BID CONSIDERED NON-RESPONSIVE AND NOT EVALUATED.

2.18 Copyrights

By submitting a Bid, the Bidder agrees that the Agency may copy the Bid for purposes of facilitating the evaluation of the Bid or to respond to requests for public records. The Bidder consents to such copying by submitting a Bid and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in the Bids.

2.19 Release of Claims

By submitting a Bid, the Bidder agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided herein or concerning the Agency's failure, negligent or otherwise, to provide the Bidder with pertinent information in this RFB.

2.20 Bidder Presentations

At the sole discretion of the State, Bidders may be required to make a presentation of the Bid. The presentation may occur at the Agency's offices or at the offices of the Bidder. The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Bidder to illustrate the Bidder's Bid. The presentation shall not materially change the information contained in the Bid.

2.21 Evaluation of Bids Submitted

Bids that are timely submitted and are not subject to disqualification will be reviewed in accordance with the RFB.

2.22 Preference

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.

2.23 Determination of Responsible Bidder & Responsive Bid

All Bids will be first evaluated to determine if they comply with the bid requirements (i.e. to determine if the Bidder is a Responsible Bidder submitting a Responsive Bid). To be deemed a Responsible Bidder and a Responsive Bid, the Bid must comply with the bid format instructions and answer "Yes" to all parts and include information demonstrating the Bidder will be able to comply with the bid requirements.

2.24 Evaluation Criteria

The Agency will evaluate the Responsive Bids submitted by Responsible Bidders to determine the lowest responsible bidder(s) and will award the Contract(s) to the Bidder(s) submitting the lowest responsible bid(s) based on price.

2.25 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Bidders submitting a timely Bid and will be posted on Iowa VSS. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award. If the apparent successful Bidder fails to negotiate and deliver an executed contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Bidder the Agency believes will provide the best value to the State.

2.26 Definition of Contract

The full execution of a written contract shall constitute the making of a contract for the goods and/or services requested by the RFB and no Bidder shall acquire any legal or equitable rights relative to the contract for goods and/or services until the contract has been fully executed by the successful Bidder and the Agency.

2.27 Choice of Law and Forum

This RFB and the Contract are to be governed by the laws of the state of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFB shall be brought in the appropriate Iowa forum.

2.28 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Bidders are responsible to determine the applicability of Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code Section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.29 Appeals

A Respondent whose proposal has been timely filed and who is aggrieved by the award of the department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five days of the date of the Intent to Award notice issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Contractor.

2.30 Unit Price

If a discrepancy between the unit price and the item total exists, the unit price prevails.

2.31 Price Adjustments to Term Contract(s)

Bid prices shall remain firm the first year of the contract. Price adjustments may be taken into consideration during the contract renewal process. The State reserves the right to accept or reject any proposed price(s) changes. Requested price changes should be submitted to the Iowa

Department of Administrative Services – Central Procurement, sixty (60) days prior to the contract anniversary date.

2.32 Registration

The successful Bidder will be required to register to do business in Iowa before payment can be made. For Bidder registration documents, go to:

https://vss.iowa.gov/webapp/VSS_ON/AltSelfService

2.33 Questions and Requests for Clarification

Bidders are invited to submit written questions and requests for clarifications regarding the RFB. The questions and requests for clarifications must be received by the Issuing Officer by date **November 24, 2021 2:00 PM CT**. Oral questions will not be permitted. If the questions and requests for clarifications pertain to a specific section of the RFB, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications will be issued in the form of an addendum and sent to Bidders who received RFBs.

SECTION 3 – SPECIFICATIONS

All items listed in this Section are Bid Specifications. A successful Bidder must be able to satisfy all these specifications to be deemed a Responsible Bidder.

3.1 Bidder Requirements

3.1.1 Bidder must provide supplies that meet all federal and state safety requirements.

3.1.2 Bidder must have **NO MINIMUM ORDER** requirements.

3.2 Catalog Requirements

The State is seeking access to the Bidder's full line of library supplies, equipment and furnishings catalog.

3.2.1 Library supplies, equipment and furnishings must include, but not be limited to the categories below:

- Library Supplies (Examples: book covers, book pockets, book supports, book tape, CD and DVD binders, labels, label protectors, magazine protection, shelf organizers, Bookmarks)
- Library Equipment (Examples: Laminators, Pencil Sharpeners, Label Makers, Receipt Printers, Barcode Scanner, Paper Shredders)
- Carts and Book-trucks
- Furniture (Examples: desks, chairs, tables, bookcases, commercial shelving, file cabinets, lockers, storage cabinets, Children's library, Computer and Media Equipment, Circulation Desks, Tables, Message Boards, Directory Boards, Dry Erase Boards, Bulletin Boards, Modular Lounge Seating, Study Carrels Learning Equipment and Furniture, Shelving, Display Stands, Storage and Organization, Book Returns)
- Furnishings, Carpets and Décor
- Display
- Signage
- AV & Electronics
- Facility Maintenance
- Security and Traffic Control
- Makerspace and Stem
- Learning and Playing
- Kid and Teen
- Collaborative
- Pandemic Supplies and Equipment (Social Distancing, Virtual Learning, Curbside Pickup, Outdoor Learning)
- Mobile Library
- Social Emotional
- Assistive and Therapeutic

3.2.3 Unless otherwise excluded, the resulting contract must include listed categories of equipment and supplies. The following supplies are excluded from the scope of this solicitation:

- Educational services
- Books
- Audiobooks, e-books, and textbooks
- eReaders and tablet devices
- Cleaning and janitorial supplies
- Computers, peripherals and supplies; printers, copiers, facsimile machines and related supplies including toner and ink cartridges, shredders
- Software requiring a licensing agreement
- Playground equipment

3.3 Catalog

3.3.1 Bidder must supply the Bidders full line library supplies, equipment and furnishings catalog in their Bid response in electronic form and a link to a current website. Bidder must provide electronic copy of both the latest Bidder's catalog. Bidder may comply with the requirement for an electronic version by providing temporary access to a searchable electronic version of their catalog.

3.3.2 After Contract award, Bidder must distribute their updated catalog(s) of supplies in a timely manner as they become effective.

3.4 Pricing and Discount Requirements

3.4.1 The State is requesting a percentage discount by category for the Bidder's full line of their library supplies, equipment and furnishings catalog with unit pricing, discount percentage offered from MSRP. Bidder must provide electronic copy of the most current effective, nationally published MSRP price list. Bidder may comply with the requirement for an electronic version by providing temporary access to a searchable electronic version of their catalog and price list. After Contract award, Bidder must distribute updated MRSP lists in a timely manner as they become effective.

3.4.2 For purposes of cost comparison, discounts offered by Bidder above will be applied to the Bidder's MSRP price list. Bid response must allow the State to apply the discounts offered to the current list MSRP lists in order to calculate net price to the State for any supplies in the current price list. The State will provide a market basket for the evaluation of the category discounts.

3.4.3 Failure by a Bidder to indicate a discount percentage for an item in the Bidder's catalog or price list may be cause for rejection of the Bid response or may be cause for the State to evaluate the item at the current catalog list price.

3.4.4 Discounts

All discounts offered must remain firm or higher during the term of the contract. The percentage discount must not decrease for all updates or revisions of Bidder's price schedule during the life of the resulting Contract and any subsequent contract renewals; however, Bidder may increase

the discount at any time. New supplies added to the catalog(s) or replacement supplies are to be discounted at the same (or greater) rate as similar supplies or replaced supplies.

3.4.5 Additional Discounts

Bidder may include additional volume, cumulative and other price discount terms that may be defined by the Bidder. Indicate where any additional or separate discounts are available, based on large quantity purchases in Bid response. Additional discounts are not mandatory.

3.5 Ordering

3.5.1 Bidder must provide a toll free phone number, email address, and Internet-based ordering system for order placement, order inquiry, price, and availability inquiries for use by the Agency to place orders. Bidder must maintain a web site, accessible by both the ordering entity and the DAS – Central Procurement, for the resulting contract.

3.5.2 Orders must be accepted via email, online, or fax.

3.5.3 Bidder must email an order confirmation to the individual placing the order within twenty-four (24) hours after receipt of the order. This service must be available from all Bidders who accept purchase orders via phone, fax or email at no additional charge to the Agency. Internet based orders will receive confirmation via email.

3.6 Quotes

Bidder must provide requesting Agencies quotes for catalog supplies per discount percentage. Bidder quotes must include the list price and the discounted price on the quote. Bidder must provide quote to requesting Agencies within twenty-four (24) business hours of receipt.

3.7 Customer Service Requirements

3.7.1 Bidder must designate a Contract manager, customer service representatives, and local sales representatives capable of adequately serving all Ordering Entities under the resulting contract in Section 4.1 Bidder Information.

3.7.2 Bidder customer service must respond to all inquiries from the Agency within forty-eight (48) hours of receipt of inquiry.

3.8 Delivery and Returns

3.8.1 Bidder must be able to ship items to any location within the State of Iowa.

3.8.2 Bidder must provide all shipping FOB Destination, Freight Prepaid. Delivery charges must not be allowed for items shipped from a 3rd party vendor.

3.8.3 All products found to be defective or not in accordance with specifications related to this RFB, although accepted through oversight or otherwise, will be returned within fifteen (15) days of receipt and replaced free of charge at the Bidders expense including all transportation and restocking costs. . Failure to deliver within twenty (20) business days after receipt of the final proof and order may result in the State purchasing the

embellished clothing and accessories on the open market and charging the difference in the open market price and the Contract price back to the Contractor. Continued failure for not delivering on time may also result in cancellation or termination of the Contract.

3.8.4 Bidder must label shipped package with the ship-to address, contact person. The package must include a packing slip with the purchase order number, ship to information, product description, item number and quantity. The packing slip may also include the invoiced price.

3.8.5 Contractor Error Returns

Returns necessary because of because of quality problems, duplicated shipments, outdated product, breakage, or other issues related to Bidder must be inspected within fifteen (15) business days and be returned at the Bidder's expense within thirty (30) business days after receipt of notification from the Ordering Entity, with no restocking charge.

If the original packaging cannot be utilized for the return, Bidder must supply the Ordering Entity with appropriate return packaging within a five (5) business day period after notification. Postage must be paid by Bidder, who must issue an appropriate label via e-mail and Bidder must assume the risk of loss in transit. Returned product must be replaced either with acceptable equipment or supplies, or the Ordering Entity must receive a credit or refund for the purchase price, at the Ordering Entity's discretion.

3.8.6 Agency Ordering Error

Standard in-stock equipment and supplies ordered in error by Ordering Entities must be returned for credit within fifteen (15) days of receipt, at Ordering Entity's expense. Product must be in resalable condition (original container, unused). There must be no restocking fee if returned products are resalable.

3.9 Backorders

Bidder must notify the Agency within twenty-four (24) hours by email or fax when an item or order is on backorder or out of stock once the Bidder is aware of the backorder. This fax or email service must be available from all Bidders who accept orders.

3.10 Stock Buyout

The State of Iowa will not buyout any Bidder's stock or inventory at the end of the resulting contract.

SECTION 4 - FORM OF BID

Instructions – Bidder is to complete the following. Fill out items with blanks. Indicate “yes” or “no” on items requesting agreement. If a “no” response is indicated, exception must be noted on Attachment 3.

4.1 Bidder Information

Business Name: Demco, Inc

Official Address: 4810 Forest Run Rd., Madison, WI 53704

Remit Address: PO Box 88623, Milwaukee, WI 53288-8623

Firm's State or Foreign Country of Residence: Wisconsin

Ordering Website: www.demco.com

Contract Manager Contact: Kristopher L Snow, Contracts Facilitator

Telephone Number: 866.558.9068

Fax Number: 888.320.0288

Email: contracts@demco.com

Sales Contact: Alli Starry

Telephone Number: 800.462.8709 ext 2396

Fax Number: 888.329.4728

Email: quote@demco.com

Ordering Contact: Order Entry Representative

Telephone Number: 800.356.1200

Fax Number: 800.245.1329

Email: order@demco.com

Billing Contact: Billing Specialist

Telephone Number: 800.752.7614

Fax Number: 800.417.7614

Email: billing@demco.com

4.1 Contract Terms and Conditions

The Contract(s) that the Agency expects to award as a result of this solicitation will be based upon the final Bid submitted by the successful Bidder and the solicitation. The contract between the Agency and the successful Bidder shall be a combination of the specifications, terms and conditions of the solicitation, the contract terms and conditions in the VSS solicitation, the offer of the Bidder contained in the final Bid submitted by the Bidder, written clarifications or changes made in accordance with the provisions of the solicitation, and any other terms deemed necessary by the Agency, except that no objection or amendment by a Bidder to the provisions or terms and conditions of the solicitation shall be incorporated into the Contract unless the Agency has explicitly accepted the Bidder's objection or amendment in writing. The contract terms and conditions contained in the VSS solicitation will be incorporated into the Contract.

The contract terms and conditions may be supplemented at the time of Contract execution and are provided to enable Bidders to better evaluate the costs associated with the solicitation requirements and the Contract. Bidders should plan on the contract terms and conditions contained in the VSS solicitation being included in any contract awarded as a result of this solicitation. All costs associated with complying with these requirements should be included in any pricing quoted by the Bidder. By submitting a Bid, each Bidder acknowledges its acceptance of the solicitation terms and conditions without change except as otherwise expressly stated in Attachment 3. If a Bidder takes exception to a provision, it must state the reason for the exception and the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the solicitation may be deemed non-responsive by the State, in its sole discretion, resulting in possible disqualification of the Bid. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.

Bidder has read and agrees to this section: Yes No

4.2 Terms and Conditions

The parties agree to comply with the terms and conditions in the VSS solicitation which are by this reference made a part of the Agreement.

Bidder has read and agrees to this section: Yes No

4.3 Terms of Pcard Acceptance

The State of Iowa prefers to pay Bidders using its Purchasing Card Program (Pcard) whenever possible. Bidders accepting Pcard payments shall comply with the following security measures:

- Bidder shall comply with the most current Payment Card Industry Data Security Standards (PCI DSS) to assure confidential card information is not compromised;
- Bidder shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- When accepting orders online, Bidder shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or “https” in the web address;
- When accepting orders by phone, Bidder shall send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- Bidder shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- Bidder shall confirm that the name of purchaser matches the name on the card;
- Bidder shall shred any documentation with credit card numbers.

For additional information, see the [State of Iowa Purchasing Card Policy and Procedures Manual](#), or visit the [State Pcard website](#).

Bidder has read and agrees to this section: Yes No

4.4 Specifications

Bidder is able to provide and performed as specified in Section 3. By indicating “yes”, a Bidder agrees that it shall comply with that requirement throughout the full term of the resulting Contract, if the Bidder is successful. In addition, for specific requirements, the Bidder shall provide, if requested, specific references and/or supportive information to verify the Bidder’s compliance with the requirement. Failure to provide this information may cause the Bid to be deemed non-responsive and therefore rejected. The Agency reserves the right to determine whether the supportive information submitted by the Bidder demonstrates the Bidder will be able to comply with the Bid Requirements. If the Agency determines the supportive information does not demonstrate the Bidder will be able to comply with the Bid Requirements, the Agency may disqualify the Bid. Please enter the required information on the attachment and upload the document.

Bidder has read and agrees to this section: Yes No

4.5 Bidder Experience

The Bidder must provide the following information regarding its experience:

- Number of years in business
- Number of years of experience with providing the types of goods and/or services sought by the solicitation.
- Describe the level of technical experience in providing the types of goods and/or services sought by the solicitation.
- List all goods and/or services similar to those sought by this solicitation that the Bidder has provided to other businesses or governmental entities.

See attached Executive Summary



EXECUTIVE SUMMARY

Demco Quick Facts

Headquarters: Madison, WI

Distribution & Manufacturing Center: DeForest, WI

Specialties: Library Operations, Technology, Spaces, Reader and Community Engagement

Founded: 1905

Website: demco.com

The State of Iowa can rest assured that Demco is the right organization to provide Library Supplies, Equipment & Furnishings. Your members receive great value without risk. Our belief is to add value to every product we offer customers and to make interactions with us rewarding and satisfying. From our perspective, libraries' and schools' work is paramount in shaping our society. As such, we have a strong, self-imposed mandate to best serve these markets, and foster learning and education.

As proof of our company's financial strength, stability and versatility, we have proudly been serving libraries and schools since 1905. As a visionary leader, we anticipate and proactively address market trends, such as technology, community engagement, spaces and reading engagement. Our product mix continually evolves to meet customers' needs, and in many cases, we provide the solutions customers need before they even know they need them.

Solutions for All Your Needs

With Demco, the State of Iowa gains the strength of a diverse family of products and services — all focused on your success. We've harnessed a unique collection of capabilities to provide solutions based on the evolving opportunities facing libraries today and in the future. From supplies to innovative library spaces, we're here to help you create an imaginative learning environment that is full of possibilities.



Vision

To be the #1 source for solutions to support lifelong learning and enrichment. Demco listens deeply, observes intently and partners to provide innovative products, superior service and exceptional value.

Purpose

Demco exists to provide the solutions and services that library and education communities need to succeed.

Values

Every Demco employee is personally responsible for and committed to these core values and beliefs.

Integrity	Long Term Customer Relations	Innovation	Performance Excellence
Continuous Improvement	Personal Accountability	Teamwork and Support	Work and Life Balance

Successfully living these values and working to fulfill our purpose creates the best outcomes for you as a potential Demco customer. Ultimately, our goal is for every customer to be pleased with their orders and delighted in their experiences working with Demco. On a broader scale, it is our hope to positively impact the world because of how we conduct business and the learning environments that we support.



WHY DEMCO?

There are several areas that differentiate Demco from competitors that will prove advantageous for the State of Iowa. These include the following:

Ongoing Savings

Demco has established strong relationships with vendors and suppliers and also produces some of our own product lines. As such, we are able to effectively negotiate and maintain lower pricing. Web-only specials, clearance discounts and other promotions also benefit customers. Our online checkout cart and ordering system automatically apply the best price for customers based on current sales and contract details.

Returns and Exchanges

Demco stands behind our products. If your members are not satisfied with an order, you may return or exchange a qualifying item* within 6 months of your invoice date. Furniture, special orders, custom products and international orders cannot be returned or exchanged unless you receive them damaged or defective. Anything that has been engraved or imprinted is not returnable. Your Demco contracts team as well as our Customer Service department are available to assist your members with orders, returns or exchanges.

Most Comprehensive Library Offering in the Industry

With an extensive family of solutions, Demco offers the best selection of leading-edge products, resources, services and supporting technologies to meet the State's current and future needs. Plus, with an ever-growing network of suppliers and over 4,000 new products added in the last year, Demco is well positioned to continue offering the broadest selection of products at great prices.

Our position in the industry, dedication and company size also give us the resources to undertake initiatives to better serve customers. From proprietary Demco product lines to developing new products based on customer input, you gain access to customized and proven solutions otherwise unavailable to you in the marketplace.



Designated Contract Team

Another Demco strength is being able to precisely execute your vision. We work tirelessly with all stakeholders to ensure your contract does exactly that. Regional representatives and knowledgeable internal staff are available every step of the way. And, your contract rollout project isn't finished until every element is completed to your satisfaction. Our professional staff will work tirelessly with you to keep implementation, orders and budgets on track.

4.6 Terminations, Litigation, Debarment

The Bidder must provide the following information:

- During the last five (5) years, has the Bidder had a contract for goods and/or services terminated for any reason? If so, provide full details related to the termination.
- During the last five (5) years, describe any damages or penalties or settlements to resolve disputes entered into by Bidder under any of its existing or past contracts as it relates to goods and/or services performed that are similar to the goods and/or services contemplated by this RFB. If so, indicate the reason for the penalty or exchange of property, goods, or services and the estimated amount of the cost of that incident to the Bidder.
- During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity.
- During the last five (5) years, list and summarize all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Bidder or its officers have been a party.
- The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid or termination of any subsequent Contract.
- This is a continuing disclosure requirement. Any such matter commencing after submission of a Bid, and with respect to the successful Bidder after the execution of a Contract, must be disclosed in a timely manner in a written statement to the Agency.

Demco has had no contracts terminated in the last 5 years for any reason, nor have we had any litigation, judgements, or damages/penalties entered against us. Demco is not owned nor operated by any owner, officer, or primary partner who have been convicted of a felony.

4.7 Bidder Reference

The Bidder shall provide the following general background information: References from three (3) previous customers or clients knowledgeable of the Bidder's performance in providing goods and/or services similar to the goods and/or services described in this solicitation and a contact person and telephone number for each reference. Please attach a document with the required information.



Customer References for Demco, Inc.

St John's County Public Schools

40 Orange St
St. Augustine, FL 32084
Patrick Snodgrass, Director of Purchasing
Phone: 904-547-7700
Fax: 904-547-7705
Email: Patrick.snodgrass@stjohns.k12.fl.us

Anne Arundel County Public Schools

2644 Riva Rd.
Annapolis, MD 21401
William Hubbard, Lead Buyer
Phone: 410-222-5170
Fax: 410-222-5624
Email: bhubbard@aacps.org
Annual spend \$110,000

Henrico County Public Schools

3820 Nine Mile Rd
Henrico, VA 23223
Ramona Staudenmayer, Account Clerk III
Library Services Dept.
Phone: 804-652-3708
Fax: 804-652-3616
Email: rbstaudenmay@henrico.k12.va.us
\$32,000 annually

Cobb County School District

6975 Cobb International Blvd
Kennesaw, GA 30152
Jeanette Gray, Senior Buyer
Phone: 770-426-3369
Fax: 770.426.3371
Jeanette.gray@cobbk12.org
Contract # Q2017031 Library Supplies
Dates of Services: 6/96 to present
Business Volume: \$60,000 annually

Forsyth County Schools

1120 Dahlonga Hwy
Cumming, GA 30040
Trey Tryan, Purchasing Agent
Phone 770-781-6603 ext 2
Email ttryan@forsyth.k12.ga.us
Dates of Service: 12/98 to Present
Business Volume: \$29,000 annually

Henry County Schools

33 N Zach Hinton Parkway
McDonough, GA 30253
Teresa Adams, Purchasing Manager
Phone: 770-957-6601 x 01154
Fax: 770-957-2825
Email: Teresa.adams@henry.k12.ga.us
Instructional Supply Discount
Dates of Service: 9/90 to present
Business Volume: \$40,000 annually



Demco, Inc.
4810 Forest Run Road
Madison, WI 53704

Mailing Address
PO Box 7488
Madison, WI 53707-7488

Phone 608-241-1201
Fax 608-241-1799
Web demco.com

See attached list of references

4.8 Preference

The Bidder shall provide the following general background information: For an out-of-state Bidder, Bidder certifies the Resident Preference given by the State or Foreign Country of Bidder's residence. Enter the resident preference in the text box or indicate no preference.

Bidder's state has a preference law: Yes No **Bidder's state** Wisconsin

4.9 Open Competition

Where, in these specifications, reference is made to materials, trade names, or articles of certain manufacture, it is done for the purpose of establishing a base of comparative quality type, and style and not for the purpose of limiting competition. Other materials or brands may be accepted if, in the opinion of the State of Iowa, they are equal in quality and of a design in harmony with the intent of these specifications. Samples WILL or MAY be requested to determine acceptance.

Bidder has read and agrees to this section: Yes No

4.10 Silence of Specification

The apparent silence of these specifications as to any details or the omission from it of a detail description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail, and that only materials and/or workmanship of finest quality shall be used.

Bidder has read and agrees to this section: Yes No

4.11 FOB Destination, Freight Prepaid

Bidder has read and agrees to this section: Yes No

4.12 Delivery Time

Provide the expected number of days after receipt of order until delivered to the specified facility. Expected number of days: 7-120 Business Days ARO, depending on the product being ordered.

Bidder has read and agrees to this section: Yes No

4.13 Award by Either

The Iowa Department of Administrative Services reserves the right to award to the Bidder with the best overall price or to the Bidder with the best line item price.

Bidder has read and agrees to this section: Yes No

4.14 Administrative Fee

In addition to the approved discounts or prices specified in the Contract herein, the Bidder shall pay to the Agency a 1.00% Administrative Fee on all sales made against this Contract. The fee shall be paid annually to the Iowa Department of Administrative Services, Central Procurement; Attn: Chief Operating Officer, Level 3, Hoover State Office Building, 1305 E. Walnut Street, Des Moines, IA 50319-0105.

Bidder has read and agrees to this section: Yes No

4.15 Criminal History and Background Information

The Bidder hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Bidder for the performance of the Contract.

Bidder has read and agrees to this section: Yes No

4.16 Insurance

The Contract will require the successful Bidder to maintain insurance coverage(s) in accordance with the contractual provisions. Bidder shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Agency, insurance covering its work of the type and in amounts required by this Contract. Bidder’s insurance shall, among other things, insure against any loss or damage resulting from or related to Bidder’s performance of this Contract regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Contract shall: (i) be subject to the approval of the Agency; (ii) remain in full force and effect for the entire term of this Contract; and (iii) not be canceled, reduced or changed without the Agency’s prior written consent. The State of Iowa and Agency shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: “It is hereby agreed and understood that the State of Iowa and the Agency are named as additional insured, and that the coverage afforded to the State of Iowa and the Agency under this policy shall be primary insurance. If the State of Iowa or the Agency have other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer’s liability under this policy shall not be reduced by the existence of such other insurance.” Unless otherwise requested by the Agency, Bidder shall cause to be issued insurance policies with the coverages set forth below:

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, umbrella form	Each Occurrence Aggregate	\$1 Million \$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million

Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

4.16.1 Certificates of Coverage

At the time of execution of this Contract, Bidder shall deliver to the Agency certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Bidder starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Bidder related to this Contract, certifying that the State of Iowa and the Agency are named as additional insureds on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the Agency. All certificates of insurance shall be subject to approval by the Agency. The Bidder shall simultaneously with the delivery of the certificates deliver to the Agency one duplicate original of each insurance policy. Liability of Bidder Acceptance of the insurance certificates by the Agency shall not act to relieve Bidder of any obligation under this Contract. It shall be the responsibility of Bidder to keep the respective insurance policies and coverages current and in force during the life of this Contract. Bidder shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Bidder shall have no claim or other recourse against the State or the Agency for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Bidder. Notwithstanding any other provision of this Contract, Bidder shall be fully responsible and liable for meeting and fulfilling all of its obligations. Acceptance of the insurance certificates by the Department shall not act to relieve Bidder of any obligation under this Contract. Bidder shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Bidder shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Bidder.

4.16.2 Waiver of Subrogation Rights

Bidder shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Agency or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Agency. Filing of Claims In the event either the Agency or the State suffers a loss and is unable to file a claim under any policy of insurance required under this Contract, the Bidder shall, at the Agency’s request, immediately file a proper claim under such policy. Bidder will provide the Agency with proof of filing of any such claim and keep the Agency fully informed about the status of the claim. In addition, Bidder agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the Agency and the State. Bidder shall pay to the Agency and the State any insurance proceeds or payments in receives in connection with any such claim immediately upon Bidder’s receipt of such proceeds or payments.

4.16.3 Proceeds

In the event the Agency or the State suffers a loss that may be covered under any of the insurance policies required, neither the Bidder nor any subsidiary or affiliate thereof shall

have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the Agency and/or the State have fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Bidder hereby assigns to the Agency and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this Contract.

Bidder has read and agrees to this section: Yes No

4.17 Defective Library Supplies, Equipment and Furnishings

All library supplies, equipment and furnishings found to be defective within the manufacturer's warranty period shall be returned and replaced with new library supplies, equipment and furnishings at the successful Bidder's expense.

Bidder has read and agrees to this section: Yes No

4.18 Standard of Quality

The item(s) specified in this program by brand name are intended to establish a standard of quality, which will be required. Similar item or items of manufacturers other than those listed which are included in the bids submitted will be considered if comparable in quality and function. It will be the responsibility of the Bidder to provide all technical information as to the acceptability of the alternate item(s). All products delivered shall be fully guaranteed to be free of defects, first quality no seconds or irregulars shall be accepted.

Bidder has read and agrees to this section: Yes No

4.19 Nonprofits

The resulting Contract will be made available to nonprofit entities that qualify under I.R.S. § 501 (c) provisions.

Bidder has read and agrees to this section: Yes No

4.20 Payment Terms

Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Bidder.

What discount will you give for payment in 15 days? 0 Net 30

What discount will you give for payment in 30 days? 0 net 30

Bidder has read and agrees to this section: Yes No

4.21 Quarterly Report

The Bidder shall provide an electronic detailed quarterly report on ALL sales made under this Contract via e-Mail to the Iowa Department of Administrative Services, Central Procurement. Attention: Issuing Officer Julie Janssen, Julie.Janssen@iowa.gov. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Bidder's Bid must include a sample report and a description of

the reporting that will be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

Bidder has read and agrees to this section: Yes No

4.22 Public Entities (Political Subdivisions)

The resulting Contract will be made available to Political Entities, i.e. cities, counties, and schools.

Bidder has read and agrees to this section: Yes No

4.23 Firm Contract Pricing

Any contract that results from this bid will have firm pricing for one year.

Bidder has read and agrees to this section: Yes No

4.24 Invoicing

All invoicing will be submitted to the attention of "Accounts Payable" and addressed to the facility receiving the goods or services. The State shall pay the Contractor monthly, within the period of time provided for by applicable State statute, after receipt of the Contractor's invoice for the goods and/or services supplied by the Contractor in the prior calendar month. The invoice will be itemized with a description goods or services provided that corresponds directly to a line item on the Contractual Agreement or Master Agreement that results from this RFB. Each line should also list the quantity, unit of measure, price per unit of measure, line item totals and invoice total. The remit to address on the invoice must match the remit to address that was submitted with registration to do business with the State of Iowa. Payment terms on the invoice must match the payment terms agreed to in the RFB bid submission.

Bidder has read and agrees to this section: Yes No

4.25 Best and Final Offers

The Issuing officer reserves the right to conduct discussions with Bidders for obtaining "best and final offers." To obtain best and final offers from Bidders, the Issuing Officer may do one or more of the following: enter into pre-selection negotiations, including the use of an on-line auction; schedule oral presentations; and request revised Bids.

Bidder has read and agrees to this section: Yes No

4.26 Adjustments in Pricing

Adjustments in pricing shall be at the discretion of the Issuing Officer.

- Original pricing shall remain firm and fixed for at least 365 calendar days after the effective date of the contract.
- Be the result of increases at the manufacturer's level, incurred after contract commencement date.
- Not produce a higher profit margin than that on the original contract.
- Clearly identify the items impacted by the increase.

- Be filed with State Procurement Coordinator a minimum of 60 calendar days before the effective date of proposed increase.
- Be accompanied by documentation acceptable to the State Procurement Coordinator sufficient to warrant the increase.
- United States published indices such as the Producer Price Index or other government data will be referenced to help substantiate the Bidder's documentation. Informational Only: At the time of publishing of the IFB, one related PPI appears to be (WPU): 05310105- Natural Gas (others may exist). A link to the PPI Commodity Data is available at: <https://www.bls.gov/ppi/>
- The Adjustment shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
- Must not deviate from the contract pricing scheme/methodology.
- During the contract period, any price declines at the manufacturer's level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.
- During the term of this contract, should the Contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, Contractor shall immediately amend the State contract to provide similar pricing to the State if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the State Procurement Coordinator of any such contracts entered into by Contractor.

Bidder has read and agrees to this section: Yes No

4.27 Additional Items or Manufacturers

The State reserves the right to add additional items or manufacturers to the Contract during the life of the Contract, if it is to the best advantage to the State to do so. Items or manufacturers may only be added upon the agreement of the Department of Administrative Services, Procurement and the Contracted Supplier.

Bidder has read and agrees to this section: Yes No

4.28 Substitution of Items During Term of Contract

Substitute brands or models may be considered during the contract period for discontinued models. The bidder shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of Department of Procurement Management, Bids & Contracts Division prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations and excessive substitution requests may be cause to cancel the contract.

Bidder has read and agrees to this section: Yes No

4.29 Country of Origin

Bidder must be able to provide country of origin, if requested.

Bidder has read and agrees to this section: Yes No

4.30 Pricing

Pricing must include all delivery, packaging and administrative costs including, but not limited to, any US import charges associated with the product. There shall be no minimum order quantities or total order amount required from the agency, by the respondent. All bid pricing must be rounded to the nearest hundredth (0.00), US currency.

Bidder has read and agrees to this section: Yes No

4.31 Pricing Restrictions

Pricing restrictions shall be disclosed at the time of bid. Bidders with pricing restrictions will be taken into consideration for minimum order quantities or total order amount required from the ordering agency.

Bidder has read and agrees to this section: Yes No

**Attachment #1
Certification Letter**

Alterations to this document are prohibited.

(Date) 12.7.21

Julie Janssen, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Subject: Request for Bid - Bid Certifications

Issuing Officer:

Demco, Inc

I certify that the contents of the Bid submitted on behalf of (**Name of Bidder**) in response to Iowa Department of Administrative Services for RFB0322282009 for Library Supplies, Equipment and Furnishings are true and accurate. I also certify that Bidder has not knowingly made any false statements in its Bid.

Certification of Independence

I certify that I am a representative of Bidder expressly authorized to make the following certifications on behalf of Bidder. By submitting a Bid in response to the RFB, I certify on behalf of the Bidder the following:

1. The Bid has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Bid has been developed independently, without consultation, communication or agreement with any other Bidder or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Bidder to induce any other Bidder to submit or not to submit a Bid for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Bidder and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

I certify that, to the best of my knowledge, neither Bidder nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a five year period preceding this Bid been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Bid had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

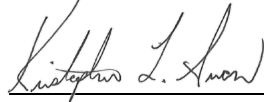
Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2013)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Bidders to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Bid in response to the (RFB), the Bidder certifies the following: (check the applicable box)

- Bidder is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code chapter 423*; or
- Bidder is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48)*.

Bidder also acknowledges that the Agency may declare the Bidder’s Bid or resulting contract void if the above certification is false. The Bidder also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Sincerely,



Signature

Kristopher L Snow, Contracts Facilitator 12.7.21
Name and Title of Authorized Representative **Date**

Attachment #2
Authorization to Release Information Letter

Alterations to this document are prohibited.

(Date) 12.7.21

Julie Janssen, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Subject: Request for Bid RFB0322282009 for Library Supplies, Equipment and Furnishings – Authorization to Release Information

Dear Issuing Officer:

Demco, Inc

~~Bidder~~ hereby authorizes the Iowa Department of Administrative Services ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Bidder in response to this Request for Bids (RFB).

The Bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Bidder acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Bidder is willing to take that risk.

The Bidder hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Bidder in response to the RFB.

The Bidder authorizes representatives of the Agency to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Bid submitted in response to RFB.

The Bidder further authorizes any and all persons, and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Bidder's Bid. The Bidder hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Bidder that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency in the evaluation and selection of a successful Bidder in response to RFB.

Sincerely,



Signature

Kristopher L Snow, Contracts Facilitator

Name and Title of Authorized Representative

12.7.21

Date

**Attachment #3
Exceptions Form**

Please list any and all exceptions to this RFB in this section. Include section and reason for exception:
(Make additional pages if necessary)

	<u>Section</u>	<u>Exception</u>
1.	<u>3.1.2</u>	<u>a \$75 minimum order (after discount) is required for all contract terms to apply.</u>
2.	<u>3.8.2</u>	Demco will pay regular FedEx Ground Service shipping costs on all stock orders over \$75 (after discount). Express shipping not included. Shipping & Processing will be prepaid and added to all Drop ship orders, Such as furniture & equipment. Demco provides good faith shipping and processing estimates on all orders.
3.	<u>4.11</u>	Demco will pay regular FedEx Ground Service shipping costs on all stock orders over \$75 (after discount). Express shipping not included. Shipping & Processing will be prepaid and added to all Drop ship orders, Such as furniture & equipment. Demco provides good faith shipping and processing estimates on all orders.
4.	<u>4.30</u>	<u>a \$75 minimum order (after discount) is required for all contract terms to apply.</u>
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

Attachment #4
Form 22 – Request for Confidentiality

SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR RESPONSE (BID) TO THE REQUEST FOR BIDS (RFB). THIS FORM 22 IS REQUIRED WHETHER THE BID DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE BID TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF BID DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF THE BID DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

A Bidder not requesting confidential treatment of information contained in its Bid shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Bid.

2. Confidential Treatment of Information is Requested

A Bidder requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Bid as containing confidential information, (3) mark each page upon which the Bidder believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Bidder: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Bidder to respond to inquiries by the Agency concerning the confidential status of such information.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Bid as possible.

Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Bidders may not request confidential treatment with respect to pricing information and transmittal letters. A Bidder’s request for confidentiality that does not comply with this form or a Bidder’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting the Bid as non-responsive. Requests to maintain an entire Bid as confidential will be rejected as non-responsive.

If Agency receives a request for information that Bidder has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Bidder shall, at its sole expense, appear in such action and defend its request for confidentiality. If Bidder fails to do so, Agency may release the information or material with or without providing advance notice to Bidder and with or without affording Bidder the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Bidder fails to comply with the request process set forth herein, if Bidder’s request for confidentiality is unreasonable, or if Bidder rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Bidder and with or without affording Bidder the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

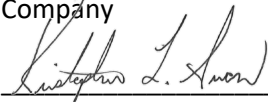
Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

Bidder acknowledges that bid response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this bid response.

This Form must be signed by the individual who signed the Bid. The Bidder shall place this Form completed and signed in its Bid.

****Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.***

Demco, Inc	0322282009	Library Supplies, Equipment, & Furnishings
Company	RFB Number	RFB Title
	Contracts Facilitator	12.7.21
Signature (required)	Title	Date

(Proceed to the next page only if Confidential Treatment is requested.)

The below information is to be completed and signed ONLY if Bidder is requesting confidential treatment of any information submitted in its Bid.

NOTE:

- **Completion of this Form is the sole means of requesting confidential treatment.**
- **A BIDDER MAY NOT REQUEST PRICING FOR BIDS BE HELD IN CONFIDENCE.**

Completion of the Form and Agency’s acceptance of Bidder’s submission does not guarantee the agency will grant Bidder’s request for confidentiality. The Agency may reject Bid entirely in the event Bidder requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Bid that are improper under the RFB.

Please provide the information in the table below. Bidder may add additional lines if necessary or add additional pages using the same format as the table below.

RFB Section :	Bidder must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Bidder must justify why the information should be kept in confidence.	Bidder must explain why disclosure of the information would not be in the best interest of the public.	Bidder must provide the name, address, telephone, and email for the person at Bidder’s organization authorized to respond to inquiries by the Agency concerning the status of confidential information.

This Form must be signed by the individual who signed the Bid. The Bidder shall place this Form completed and signed in its Bid immediately following the transmittal letter. A copy of this document shall be placed in all Bids submitted including the Public Copy.

****If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Bidder’s submittal to request confidentiality or rejection of the Bid as being non-responsive.***

****Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Bid. If signing this Part 2, do not complete Part 1.***

Company

RFB Number

RFB Title

Signature (required)

Title

Date



State of Iowa

RFB# 0322282009 – Library Supplies, Equipment & Furnishings
DEMCO #C21121

Deviations or Exceptions:

- \$75.00 Minimum order after discounts for all terms to apply.
- Discounts will apply to list pricing found on www.demco.com. We plan to honor them all year, unless economic conditions force us to pass along price increases. The awarded discounts will not change for the length of the contract.
- Demco will pay regular FedEx Ground Service shipping costs on all stock orders. Express parcel shipping is not included.
- Shipping and Processing will be prepaid and added to all drop ship orders, such as furniture and equipment. Demco provides good-faith shipping estimates on all orders.
- Deliveries will be made 7-10 days after receipt of stock item orders and 10-120 Days ARO for items shipped directly from the manufacturer such as furniture and equipment. No walk-in locations are available.
- Contract discounts are not available for Security Products, Demco Software, littleBits™ products and Licensed Products (Dr. Seuss™, Eric Carle™, etc.). See the attached list of items excluded from discounts.

Return & Exchange Policy

Demco stands behind our products. If your members are not satisfied with an order, you may return or exchange a qualifying item* within 6 months of your invoice date. Furniture, special orders, custom products, and international orders cannot be returned or exchanged unless you receive them damaged or defective. Anything that has been engraved or imprinted is not returnable.

*Not sure if an item qualifies for a return or exchange? A Demco Customer Service representative can help you. Call 800.962.4463 or email custserv@demco.com

product (SKU) number	Product Description
12128650	Tattle-Tape Bookcheck Staff Wrkstation DE/REsensitizer 942
12128670	Tattle-Tape(TM) 942 12 Month Service Agreement
12195570	Tattle Tape DCD-2 Security Strips CD/CD ROMs/DVDs 50/Pkg
12206860	Take Care Of Books Bookmarks 6-1/2"x2" 50 Ea/4 Des 200/Pkg
12206870	8 Great Ways For Book Care Bookmarks 6-1/2"Hx2"W 200/Pkg
12207640	Cat in the Hat Carpet 5'4"W x 3'10"D
12207650	Cat in the Hat Carpet 7'8"W x 5'4"D
12207660	Cat in the Hat Carpet 10'9"W x 7'8"D
12207670	Cat in the Hat Carpet 13'2"W x 10'9"D
12207680	Dr Seuss Characters Carpet 5'4"W x 3'10"D Oval
12207690	Dr Seuss Characters Carpet 7'8"W x 5'4"D Oval
12207700	Dr Seuss Characters Carpet 10'9"W x 7'8"D Oval
12207740	Read W/Cat In The Hat Friends Poster 23"H x 17"W UV Coated
12207750	Cat In The Hat READ Bookmarks 6-1/2"H x 3"W 200/Pkg
12207760	Cat & Friends Bookmarks 6-1/2"H x 2"W 50 Ea 4 Designs
12208140	Buried Cable Pre-site Visit Charge
12208150	Cat In The Hat READ Poster 32"H x 24"W Coated
12208160	The Library is Fun Cat in the Hat Banner 17"H x 39"W
12213510	One Fish Two Fish Bookmarks 6-1/2x2 50Ea 4 Designs 200/Pkg
12215810	Cat In The Hat Buttons 12/Pkg 1-1/2" Dia 3 Each 4 Designs
12228690	Cat In The Hat Recyclable Tote Bag 13"H x 12"W x 8"D
12404000	RF Security Tags 8.2MHz 50x50 Plain 2"Hx 2"W 2000/Roll
12404020	RF Security Tags 9.5MHz 50x50 Plain 2"Hx 2"W 2000/Roll
12404050	RF Security Tags 9.5MHz 50x50 Date Due 2"Hx2"W 2000/RL
12404070	RF Security Tags 9.5MHz 40x40 Plain 1-1/2"Hx1-5/8"W 2000/RL
12404120	RF Date Due Detuning Tabs 1-1/2"H x 1"W 1,000/Roll
13000340	Dr. Seuss Cat in the Hat Reading Stickers 120/Pkg
13042250	Dewey (Cartoon) Poster Set 20"Hx10"W 12/Set
13101090	Dr. Seuss Cat In The Hat Read Every Day Bookmark 36/Pkg
13601260	READ Cat In The Hat Drawstring Bag 17"H x 14"W x 3"D 25/Pkg
13601270	Reading Is My Thing Economy Bag 17"H x 14"W x 3"D 100/Pkg
13602540	Reading Is My Thing Reading Record 11"H x 8-1/2"W 25/Pkg
13603550	Books Are My Thing Die-cut Bkmk 5-3/4x2-1/4 200/Pkg 2 Des
13603570	Reading Is Our Thing Poster 23"H x 17"W
13635920	Dr Seuss Poem Bookmark 6"H x 2"W 200/Pkg
13635940	Dr Seuss Poem Poster 17" x 23"
13635950	Dr Seuss Keep Calm and Read On Poster 17" x 23"
13637010	Wireless Patron Counter 3-1/2" x 1-7/10" x 1"
13638780	Wireless Manager Software
13659820	Pete The Cat Carpet 5'4"W x 3'10"D Oval
13659830	Pete The Cat Carpet 7'8"W x 5'4"D Oval
13659840	Pete The Cat Carpet 10'9"W x 7'8"D Oval
13659850	Pete The Cat Carpet 13'2"W x 10'9"D Oval
13663130	Kwikboost Charging Locker
13667950	Dr. Seuss Celebrate Bookmarks 2" x 6" 200/Pkg
13667980	Dr. Seuss Celebrate Poster 23"H x 17"W
13667990	Dr. Seuss Happy Birthday Bookmarks 2" x 6" 200/Pkg
13708590	I Heart The Cat in the Hat Bookmark 2" x 6" 200/Pkg
13708600	Dr. Seuss Color Block READ Bookmarks 2" x 6" 200/Pkg
13708680	I Heart The Cat in Hat Economy Bag 17"H x 14"W x 3"D 100/Pkg
13726820	littleBits Steam Student Set
13747180	3D Filament Black 853' Spool

13747190	3D Filament Green 853' Spool
13747200	Dremel 3D Printer Educational Kit
13747210	Build Sheet
13747220	3D Filament Silver 853' Spool
13747230	3D Filament Blue 853' Spool
13747240	3D Tape Blue 6-7/8" x 11"
13747250	3D Filament Gold 853' Spool
13747260	3D Printer Base Model
13747270	3D Filament White 853' Spool
13747280	3D Filament Red 853' Spool
13747290	3D Filament Orange 853' Spool
13747300	3D Filament Translucent 853' Spool
13747310	3D Filament Purple 853' Spool
13747320	Build Platform
13747330	Rigamajig Basic Builder Kit
13747340	Rigamajig Simple Machines Add-On Kit
13749740	Dr. Seuss You Have Brains Poster 23"H x 17"W
13749750	Dr. Seuss You Have Brains Bkmark 2"x6" 1 Design 200/Pkg
13749760	Dr. Seuss One Fish Two Fish Poster 23"H x 17"W
13749770	Dr. Seuss One Fish Two Fish Bkmrk 2"x6" 1 Design 200/Pkg
13750960	Elephant and Piggie Carpet 5'4"W x 3'10"D Oval
13750970	Elephant and Piggie Carpet 7'8"W x 5'4"D Oval
13750980	Elephant and Piggie Carpet 10'9"W x 7'8"D Oval
13750990	Elephant and Piggie Carpet 13'2"W x 10'9"D Oval
13751000	Mo Willems Character Carpet 7'8"W x 5'4"D Rectangle
13751010	Mo Willems Character Carpet 10'9"W x 7'8"D Rectangle
13751020	Mo Willems Character Carpet 13'2"W x 10'9"D Rectangle
13751640	StickTogether Core Collection 4/Set
13752720	Bibliotheca Tattle-Tape Gate Baseplate, 1 Aisle
13752730	Bibliotheca Tattle-Tape Gate Baseplate, 2 Aisle
13752740	Bibliotheca Tattle-Tape Gate Base Plate Extension Kit
13752750	Bibliotheca Tattle-Tape Gate Direct Mount, 1 Aisle
13752760	Bibliotheca Tattle-Tape Gate Direct Mount, 2 Aisle
13752770	Bibliotheca Tattle-Tape Gate Direct Mount, 3 Aisle
13752780	Bibliotheca Tattle-Tape Gate Direct Mount, 4 Aisle
13752790	Bibliotheca Tattle-Tape Gate Direct Mount, 5 Aisle
13752800	Bibliotheca Tattle-Tape Gate Direct Mount, Ext Kit
13752810	Bibliotheca Tattle-Tape Gate Buried Cable, 1 Aisle
13752820	Bibliotheca Tattle-Tape Gate Buried Cable, 2 Aisle
13752830	Bibliotheca Tattle-Tape Gate Buried Cable, 3 Aisle
13752840	Bibliotheca Tattle-Tape Gate Buried Cable, 4 Aisle
13752850	Bibliotheca Tattle-Tape Gate Buried Cable, 5 Aisle
13752860	Bibliotheca Tattle-Tape Gate Buried Cable, Ext Kit
13752870	Bibliotheca Tattle-Tape Gate Clear Direct Mount, 1 Aisle
13752880	Bibliotheca Tattle-Tape Gate Clear Direct Mount, 2 Aisle
13752890	Bibliotheca Tattle-Tape Gate Clear Direct Mount, 3 Aisle
13752900	Bibliotheca Tattle-Tape Gate Clear Direct Mount, 4 Aisle
13752910	Bibliotheca Tattle-Tape Gate Clear Direct Mount, 5 Aisle
13752920	Bibliotheca Tattle-Tape Gate Clear Direct Mount, Ext Kit
13752930	Bibliotheca Tattle-Tape Gate Clear Baseplate Ext Kit
13752940	Bibliotheca Tattle-Tape Gate Clear Buried Cable, 1 Aisle
13752950	Bibliotheca Tattle-Tape Gate Clear Buried Cable, 2 Aisle
13752960	Bibliotheca Tattle-Tape Gate Clear Buried Cable, 3 Aisle

13752970	Bibliotheca Tattle-Tape Gate Clear Buried Cable, 4 Aisle
13752980	Bibliotheca Tattle-Tape Gate Clear Buried Cable, 5 Aisle
13752990	Bibliotheca Tattle-Tape Gate Clear Buried Cable, Ext Kit
13753200	Dash Robot
13753250	Dash & Dot Wonder Workshop Ball Launcher
13757770	StickTogether Masterpiece Collection Set of 4
13763300	StickTogether Seasonal Bundle
13763670	Deluxe Maker Collection w/ Challenge Guide 3 Boxes/Set
13765600	Sphero Mini White
13765610	Sphero Mini Green
13765630	Sphero SPRK+ Education
13765660	Sphero Terrain Park
13765670	Sphero Turbo Cover
13765680	Sphero Nubby Cover
13765790	Cue Robot
13765820	Wonder Workshop Club Pack
13770720	Dremel Digilab 3D Printer
13780520	Dremel Digilab LC40 Laser 40W Laser Cutter w/o Filter
13780530	FS-01 BOFA AD350 Filtration BOFA AD350 Filtration System
13780620	3D Filament Pink 853' Spool
13781770	Sphero BOLT
13781780	Sphero BOLT Education Pack 15/pkg.
13791210	StickTogether Animal Collection 4/Set
13791220	StickTogether Creativity Collection 4/Set
13793890	Drop Ship Fee
13801780	Ozobot Evo Classroom Kit 12 Ozobot Evo w/Charging Case
13801790	Ozobot Evo Classroom Kit 18 Ozobot Evo w/Charging Case
13803890	Demco Economy Foldable Desk Barrier 24"H x 44"W
13803900	Demco Economy Foldable Desk Barrier 32"H x 44"W
14929500	Thermal Receipt Printer Refill 3"W x 410' Roll 7/16" Core
15300980	Tattle-Tape B1 Security Strips Book Spines 100/Pkg
15300990	Tattle-Tape B2 Double-sided Sec Strip Paperback 100/Pkg
15352330	Tattle-Tape R2 Between-Page Security Strips 7,500/Roll
15352350	Tattle-Tape B1 Single-sided Security Strp Hardcover 1000/Bx
15352360	Tattle-Tape B2 Double-sided Security Strip PaperBk 1000/Bx
15352370	Tattle-Tape R2 Between-Page Security Strips 2,500/Roll
15352380	Tattle-Tape SB-3 Security Strips Audiocassettes 200/Pkg
15352430	Tattle-Tape EM DCD-2 CD / Sngle-sided DVD Overly 200/Box
15352490	Bibliotheca Tattle-Tape Desensitizer
15353060	Bayonets For Tattle Tape Security Strip Insertion 10/Pk
16201010	Book Repair Workshop Kit 5 Kits/Ctn
17114390	Bibliotheca Tattle-Tape Resensitizer
20492950	3M 764 Resensitizer 12 Month Service Agreement



Discount Pricing Agreement

State of Iowa

RFB 0322282009

Library Supply, Equipment, & Furnishings Contract
Catalog Discount Code #C21121



YOUR CONTRACT TERMS

Demco is pleased to offer you discounts for RFB # 0322282009! Please use discount code C21121 on all your orders.

Your discounts are based on prices listed on our website at demco.com and will remain the same throughout the terms of this agreement.

<p>DISCOUNT</p> 	<ul style="list-style-type: none"> • \$75 minimum order (after discount) required for contract terms to apply • 17% on library, office and technology supplies (consumables) • 5% on learning materials • 5% on furniture and equipment under \$2,000* (non-consumable)
<p>SHIPPING</p> 	<ul style="list-style-type: none"> • Demco will pay regular FedEx Ground Service shipping costs on all stock orders over \$75 (after discount). Express parcel shipping is not included. • Shipping and Processing will be prepaid and added to all drop ship orders, such as furniture and equipment. Demco provides good-faith shipping estimates on all orders.
<p>EXCLUSIONS</p> 	<ul style="list-style-type: none"> • Security products • Periodicals and subscription products • Licensed Products including but not limited to: Dr. Seuss™, Pete the Cat, Garfield, Eric Carle™, Arthur® and Clifford
<p>EXPIRES</p>	<p>December 31st, 2024.</p>

*For large quantity orders, or purchases over \$2,000, please contact the Demco Inside Sales Team toll free 800.462.8709 or email quote@demco.com. You may be eligible for special bid pricing.

Thank you for your consideration. On behalf of Demco, we look forward to exceeding your expectations!

Kristopher L Snow
Contracts Facilitator

Phone: 866.558.9068
Fax: 888.320.0288
Email: contracts@demco.com

HOW TO PLACE AN ORDER

Web: demco.com
Phone: 800.356.1200
Email: order@demco.com
Fax: 800.245.1329



In stock items are delivered within 7–10 working days after receipt of order. Furniture and equipment may take 10-120 Days ARO to arrive, depending on vendor lead times.

PAYMENT TERMS

Net 30 days

billing@demco.com

Demco
P.O. Box 8048
Madison, WI 53708-8048

MAILING ADDRESS

Demco
4810 Forest Run Rd
P.O. Box 7488
Madison, WI 53707-7488

RETURNS & WARRANTIES

You may return or exchange a qualifying item* within 6 months of your invoice date. **Furniture, special orders, custom products and international orders cannot be returned or exchanged unless you receive them damaged or defective.** Anything that has been engraved or imprinted is not returnable.

Not sure if an item qualifies for a return or exchange? A Demco Customer Service representative can help you. Call **800.962.4463** or email custserv@demco.com.

Note: Terms and conditions may change at any time.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M3 Insurance Solutions, Inc. 828 John Nolen Drive Madison WI 53713	CONTACT NAME: Karyn Burcum PHONE (A/C. No. Ext): 608-327-8897 FAX (A/C. No): E-MAIL ADDRESS: karyn.burcum@m3ins.com PRODUCER CUSTOMER ID #: WALLF-1	
	INSURER(S) AFFORDING COVERAGE	
INSURED Demco, Inc. 4810 Forest Run Road Madison WI 53704	INSURER A : Federal Insurance Co. NAIC # 20281	
	INSURER B : Vigilant Insurance Company 20397	
	INSURER C : Lloyds of London	
	INSURER D : Great Northern Insurance Co. 20303	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1121455710

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		35362931	8/1/2021	8/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		73239817	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0			79759322	8/1/2021	8/1/2022	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	71706009	8/1/2021	8/1/2022	WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Professional Liability			B0621PDEMC000120	8/1/2021	8/1/2022	Limit Deductible	2,000,000 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The State of Iowa and Agency is included as an Additional Insured with respect to General and Automobile Liability, where required by written contract on a primary basis. If the State of Iowa or the Agency have other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis.

CERTIFICATE HOLDER**CANCELLATION**

Iowa Department of Administrative Services Hoover State Office Building, Level 3 1305 East Walnut Street Des Moines IA 50319	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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STREET ADDRESS

4810 Forest Run Road
Madison, WI 53704
Website: demco.com

MAILING ADDRESS

PO Box 7488
Madison, WI 53707-7488

REMITTANCE ADDRESS

PO Box 88623
Milwaukee, WI 53288-8623

DEMCO SOFTWARE

PO Box 8774
Madison, WI 53708-8774
Website: demcosoftware.com

PHONE NUMBERS

Ordering
Customer Success
Accounting
Demco Interiors
Inside Sales
Contracts
Demco Software

Toll-Free

800-356-1200
800-962-4463
800-752-7614
800-747-7561
800-462-8709
866-558-9068
866-434-5098

Fax

800-245-1329
877-800-5917
800-417-7614
800-730-8094
888-329-4728
888-320-0288

Email Address

order@demco.com
custserv@demco.com
billing@demco.com
inquiries@demco.com
quote@demco.com
contracts@demco.com
softwaresales@demco.com

CORPORATE OFFICERS

Chad Edwards	President
Marc Helmer	Vice President, Operations
Kurt Ballweg	Vice President of Finance

OWNER

Wall Family Enterprise, Inc.	4810 Forest Run Road	Madison, WI 53704	608-241-1201
Bill Hess	COO		
Cage Code:	78F25		

BUSINESS CATEGORY

Demco Inc. offers a full range of furniture, equipment, and supplies used in schools and libraries. An annual full-line catalog is published annually and is available in January.

Demco Inc. has been in business under the current ownership since October 1978; we have been serving schools and libraries since 1905.

STATE OF INCORPORATION	Wisconsin	FEDERAL ID#	39-1311089
NUMBER OF EMPLOYEES	200	DUNS	00-6552483

Demco Inc. is not a small business under the U.S. Small Business Administration definition.

TRADE REFERENCES

ACCO Brands	1-847-484-4229	Account #1893
Bayscan Technologies	1-877-229-7226	
Community Seating	1-800-622-5661	Account #5370701
Bretford Manufacturing, Inc	1-800-521-9614	Account #1009

INSIDE SALES DEPARTMENT CONTACT INFORMATION

Zack Becker (AR, IN, KY, LA, MD, ME, MI, NH, VT)	1-800-462-8709, ext. 7221
Linda Buchholz (TX)	1-800-462-8709, ext. 7247
Manuel Diaz (AL, FL, GA, MS)	1-800-462-8709, ext. 7237
McKenzie Encarnacion (CT, DC, DE, MA, NJ, RI, WV)	1-800-462-8709, ext. 7259
Lisa Heinen (AZ, CA)	1-800-462-8709, ext. 7186
Riley Moore (NC, SC, TN, VA)	1-800-462-8709, ext. 7261
Kim Satterlee (AK, CO, ID, KS, MT, ND, NE, NM, NV, OK, OR, SD, UT, WA, WY)	1-800-462-8709, ext. 7407
Alli Starry (HI, IA, IL, MN, MO, WI)	1-800-462-8709, ext. 2396
Emily Wagner (NY, OH, PA)	1-800-462-8709, ext. 7252

CONTRACT DEPARTMENT CONTACT INFORMATION

Kristopher Snow 1-866-558-9068 ext. 7228

PAYMENT TERMS: Net 30 days

Warehouse Space: 150,000 Sq Ft

Office Sp: 42,500 Sq Ft

NAICS CODES: 423490; 339999; 454113; 337127; 337211; 337214

NIGP CODES: 420, 525, 125, 425, 615, 785, 832, 880

SIC/UNSPSC CODES: 2531, 2599, 2522

CAGE CODE: 09130

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Demco Inc</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. PO Box 88623</p> <p>6 City, state, and ZIP code Milwaukee, WI 53288-8623</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
3 9 - 1 3 1 1 0 8 9	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>10/27/2021</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.