

**REQUEST FOR BIDS  
RFB COVER SHEET**

**Administrative Information:**

<b>RFB Number</b>	RFB0421005001	<b>Title of RFB</b>	Lumber and Related Products	
<b>Agency</b>	Iowa Department of Administrative Services (DAS)			
<b>Initial term of Contract</b>				
<b>Number of years of the initial term of the Contract</b>	3	<b>Number of possible annual extensions</b>	One 3-year extension	
<b>Available to Political Subdivisions?</b>	yes			
<b>State Issuing Officer:</b> Scott Lewandowski Phone: 515-321-9691 E-mail: scott.lewandowski@iowa.gov				
<b>PROCUREMENT TIMETABLE—Event or Action</b>			<b>Date/Time (Central Time)</b>	
State Posts Notice of RFB on TSB website			April 7, 2021	
State Issues RFB			April 9, 2021	
RFB written questions, requests for clarification, and suggested changes from Bidders due			April 14, 2021/3:00 pm	
Bids Due			April 23, 2021/3:00 pm	
<b>Relevant Websites</b>				
Internet website where Addenda to this RFB will be posted <a href="http://bidopportunities.iowa.gov">http://bidopportunities.iowa.gov</a>				
Internet website where contract terms and conditions are posted <a href="https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf</a>				
Number of Copies of Bids Required to be Submitted: 1 Electronic				
<b>Firm Bid Terms</b>				
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.				

## **Section 1 - INTRODUCTION**

### **1.1 Purpose**

The purpose of this Request for Bids (RFB) is to solicit bids from qualified Bidders to provide the goods and/or services identified on the RFB cover sheet and described further in Section 4 of this RFB to the Lead Agency and any Participating Agencies identified on the RFB cover sheet. The Lead Agency intends to award a contract(s) beginning and ending on the dates listed on the RFB cover sheet, and the Lead Agency may extend the contract(s) for up to the number of annual extensions identified on the RFB cover sheet at the sole discretion of the Lead Agency. Any contract(s) resulting from the RFB shall not be an exclusive contract.

### **1.2 Definitions**

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

**"Bid"** means the Bidder's bid submitted in response to the RFB.

**"Bidder" or "Contractor"** means (as the context requires) either vendors submitting Bids in response to this RFB or the provider of the goods and services under the Resulting Contract.

**"Buyer"** means the individual state agency or political subdivision making a purchase pursuant to the Resulting Contract.

**"Contract" or "Resulting Contract"** means the contract(s) entered into with the successful Bidder(s) as described in Section 3.2.2.

**"Lead Agency"** means the agency is the chief coordinator and issuer of the RFB. The lead agency will also execute the Resulting Contract.

**"Participating Agency" or "Participating Agencies"** means the agency or agencies that decides to utilize the Resulting Contract.

**"Public Entities"** means cities, counties, and educational institutions.

**"Purchase Instrument"** means the documentation issued by the State to the Bidder for a purchase of goods and/or services in accordance with the terms and conditions of the Contract. It may include an identification of the items to be purchased, the delivery date and location, the address where the Bidder should submit the invoices, and any other requirements deemed necessary by the State. Any pre-printed contract terms and conditions included on Bidder's forms or invoices shall be null and void.

**"Responsible Bidder"** means a Bidder that has the capability in all respects to perform the requirements of the Resulting Contract. In determining whether a Bidder is a Responsible Bidder, the Lead 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, the proposed terms of delivery, and the best interest of the Lead Agency and Participating Agencies.

**"Responsive Bid"** means a Bid that complies with each of the provisions of this RFB.

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

**"State"** means the State of Iowa, the state agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases off of the Resulting Contract as permitted by this RFB.

**1.3 Overview of the RFB Process**

Bidders will be required to submit their Bid packages electronically. It is the Lead Agency's intention to evaluate Bids from all Responsible Bidders that submit timely Responsive Bids, and award the contract(s) in accordance with Section 5, Evaluation and Selection.

**1.4 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 of Iowa is seeking bidders to provide lumber, building supplies, maintenance supplies, and related products. The State intends to award contracts to the bidder providing the highest discount for each region.

## **Section 2 – ADMINISTRATIVE INFORMATION**

### **2.1 Issuing Officer**

The Issuing Officer identified in the RFB cover sheet 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 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 Downloading the RFB from the Internet**

The RFB will be posted at <http://bidopportunities.iowa.gov/> and all Addenda will be posted at the website listed on the RFB cover sheet. The Bidder is advised to check the website periodically for Addenda to this RFB, particularly if the Bidder downloaded the RFB from the Internet as the Bidder may not automatically receive Addenda. It is the Bidder's sole responsibility to check daily for Addenda to posted documents.

### **2.4 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.

### **2.5 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 in writing, signed by the Bidder and received by the time set for the receipt of Bids. Electronic mail and faxed amendments will not be accepted. Bidders must notify the Issuing Officer in writing prior to the due date for Bids if they wish to completely withdraw their Bid.

### **2.6 Submission of Bids**

The Agency must receive the Bid before the "Bids Due" date and time listed on the RFB cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Bid received after this deadline will be rejected and returned unopened to the Respondent.**

Respondent will submit an electronic copy of its Bid through Iowa Vendor Self-Serve (VSS). The link to VSS is: [https://vss.iowa.gov/webapp/VSS\\_ON/AltSelfService](https://vss.iowa.gov/webapp/VSS_ON/AltSelfService)

Respondent will need to register regardless of whether it has already done business with the State of Iowa. Click the Register button on the left side of the VSS screen to start the registration process. If you have any issues with registration, please call the helpdesk at 515-281-6614. It is recommended that Respondent's complete the registration process today to ensure Bids can be submitted on the due date.

Bid can be split into several files if the bid exceeds the 10MB threshold. There is no limit on the number of files which can be uploaded. Please make sure the electronic documents submitted contain all of the required signatures.

Bidders must furnish all information necessary to enable the Agency to evaluate the Bid. Bids that fail to meet the 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.

#### **2.7 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.

#### **2.8 Costs of Preparing the Bid**

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

#### **2.9 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.

#### **2.10 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 Bidder is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

#### **2.11 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.

#### **2.12 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.

#### **2.13 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.

#### **2.14 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.

#### **2.15 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.

**2.16 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.

**2.17 Public Records and Requests for Confidential Treatment**

The Agency's release of public records is governed by Iowa Code chapter 22. Bidders 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 Bidder as non-confidential records unless Bidder 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.**

**2.17.1 Form 22 Request for Confidentiality**

***FORM 22 MUST BE COMPLETED AND INCLUDED WITH BIDDER'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.***

**2.17.2 Confidential Treatment Is Not Requested**

A Bidder not requesting confidential treatment of information contained in its Bid shall complete Section I of Form 22 and submit Form 22 with the Bid.

**2.17.3 Confidential Treatment of Information is Requested**

A Bidder requesting confidential treatment of specific information shall: (1) fully complete Section II 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 material as confidential, (2) justifies why the material should be maintained in confidence, (3) explains why disclosure of the material 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 material.

**The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFB.** The confidential material must be excised in such a way as to allow the public to determine the general nature of the material 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 section 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 bidder's 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 material, 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.

**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. 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**

Appeals of the Notice of Intent to Award are governed by the Agency's Bidder appeal process. Bidders may obtain information about the appeal process from the Issuing Officer and at Iowa Administrative Code chapter 11-117.

**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.

**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](https://vss.iowa.gov/webapp/VSS_ON/AltSelfService)

**2.33 Questions, Exceptions, and Requests for Clarification**

Bidders are invited to submit written questions, exceptions, and requests for clarifications regarding the RFB. The questions and requests for clarifications must be received by the Issuing Officer by the date and time listed on the RFB cover sheet. Oral questions will not be permitted. If the questions and requests for clarifications pertain to a specific section of the RFB, the page(s) 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 posted at <http://bidopportunities.iowa.gov/>.

### **Section 3 – BID CONTENTS**

#### **3.1 Instructions**

These instructions prescribe the format and content of the Bid. They are designed to facilitate a uniform review process. Failure to adhere to the Bid format may result in the disqualification of the Bid.

**3.1.1** The Bid shall be submitted to the Issuing Officer through the Iowa VSS electronic bidding system. The link to VSS is: [https://vss.iowa.gov/webapp/VSS\\_ON/AltSelfService](https://vss.iowa.gov/webapp/VSS_ON/AltSelfService).

**3.1.2** One (1) electronic copy of the Bid shall be timely submitted to the Issuing Officer via VSS.

**3.1.3** If the Bidder designates any information in its Bid as confidential pursuant to Section 2.21, the Bidder must also submit one (1) copy of the Bid from which confidential information has been excised as provided in Section 2.21.

**3.1.4** Bids shall not contain promotional or display materials.

**3.1.5** Attachments shall be referenced in the Bid.

**3.1.6** If a Bidder proposes more than one method of meeting these requirements, each shall be labeled and submitted separately. Each will be evaluated separately.

#### **3.2 Bid Contents**

The Bidder shall sign and submit with the Bid, the documents included as Attachment #1 (Form of Bid) Attachment #2 (Cost Worksheet), Attachment #3 (Certification Letter), Attachment #4 (Authorization to Release Information Letter), Attachment #5 (Exceptions Form, if applicable), and Attachment #6 (Form 22).

## **Section 4 – 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.

**4.1 General Requirements-** Bidder must be able to provide walk-in building supplies such as lumber, power tools, hand tools, plumbing supplies, electric supplies, paint, etc.

**4.2 Pricing –** Pricing will be a percentage off current retail price at the time of purchase for all items available. Bidder should list discounts by category provided in Attachment #2 Cost Worksheet.

**4.3 Invoicing –** Bidder must generate an invoice with the correct retail price and the appropriate percentage off amount listed. Bidder must accept state purchasing cards or account billing.

**4.4 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 quarterly 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.

## **Section 5 - EVALUATION AND SELECTION**

### **5.1 Introduction**

This section describes the evaluation process that will be used to determine which Bid(s) provide the lowest cost to the Lead Agency and Participating Agencies.

### **5.2 Determination of Responsible Bidder & Responsive Bid**

All Bids will be first evaluated to determine if they comply with the Requirements described in *Section 4* (i.e. to determine if they 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 Form of Bid 4.

### **5.3 Preferences**

#### **5.3.1 Preference to Iowa Products and Services**

In accordance with the provisions of Iowa Code § 73.1 a preference will be given to products and provisions grown and coal produced within the State of Iowa, when they are found in marketable quantities in the State and are of a quality reasonably suited to the purpose intended, and can be secured without additional cost over foreign products or products of other states. Preferences required by applicable statute or rule shall also be applied, where appropriate.

#### **5.3.2 Tied Bid**

Whenever a tie involves an Iowa Bidder and a Bidder outside the state of Iowa, the Iowa Bidder will receive preference. Whenever a tie involves one or more Iowa Bidders and one or more Bidders outside the state of Iowa, the drawing will be held among the Iowa Bidders only. Tied bids involving Iowa-produced or Iowa-manufactured products and items produced or manufactured outside the state of Iowa will be resolved in favor of the Iowa product.

In the event of a tied bid between Iowa Bidders, the department shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Bidders have complied with ESGR standards. Preference, in the case of a tied bid, shall be given to Iowa Bidders complying with ESGR standards.

An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Bidders who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

### **5.4 Evaluation Criteria**

The Lead 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.

**Attachment #1**  
**Form of Bid**

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 #5.

**1. Bidder Information**

Business Name: MENARD, INC.

Official Address: 5101 MENARD DRIVE, EAU CLAIRE, WI  
54703

Firm's State or Foreign Country of Residence: WISCONSIN

Sales contact: ERIC NICKER

Telephone Number: 715-876-2969

Email: ENICKER@MENARD-INC.COM

**2. Contract Terms and Conditions**

The contract(s) that the Lead Agency expects to award as a result of this RFB will be based upon the final Bid submitted by the successful Bidder and the RFB. The contract between the Lead Agency and the successful Bidder shall be a combination of the specifications, terms and conditions of the RFB, the contract terms and conditions contained at the web-address indicated on the RFB cover sheet, 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 RFB, and any other terms deemed necessary by the Lead Agency, except that no objection or amendment by a Bidder to the RFB requirements shall be incorporated by reference into the Contract unless the Lead Agency has explicitly accepted the Bidder's objection or amendment in writing.

The contract terms and conditions contained at the web-address indicated on the RFB cover sheet will be incorporated into the resulting 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 RFB and the potential resulting contract. Bidders should plan on the contract terms and conditions contained at the web-address indicated on the RFB cover sheet being included in any contract awarded as a result of this RFB. All costs associated with complying with these requirements should be included in any pricing quoted by the Bidder.

If Bidders have questions, requests for clarification, or exceptions regarding any term, condition, or other component within this RFB (including proposed alternate language), such shall be submitted as questions or requests for clarification in accordance with Section 2.33. If the Agency determines that any changes will be made resulting from the questions asked, the Agency will communicate such changes in an RFB addendum. The Agency may also elect to engage in post-contract negotiations and amendments of specific provisions of the Contract



51 years Selling related Goods + materials.

Experience varies by Employee, but some have  
30+ years in business.

#### 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.

SEE Exception.



**7. Bidder References**

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.

1) Existing state of Iowa supplier  
2) state of Missouri supplier  
3) state of Minnesota supplier

**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

☐

**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

☐

**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

☐

**11. FOB Destination, Freight Prepaid**

**Bidder has read and agrees to this section:**

Yes

☐

No



**12. 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

☐

### 13. 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	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Each Occurrence	\$1 Million
	Combined single limit	\$1 Million
Excess Liability, umbrella form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

#### 13.1 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.

### **13.2 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.

### **13.3 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 ☒

**14. Defective Equipment**

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

**Bidder has read and agrees to this section:**

Yes



No

☐

**15. 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

☐

**16. 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

☐

**17. Quarterly Report**

The Bidder shall provide an electronic detailed quarterly report on ALL sales made under this Contract via e-mail to the Issuing Officer listed on the RFB cover page. 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



**18. 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

☐

**19. Bidder Registration (Construction Solicitations)**

A Bidder doing business in Iowa shall register with the labor commissioner.

**Bidder has read and agrees to this section:**

Yes



No

☐

**20. Firm Contract Pricing**

Any contract that results from this bid will have firm pricing for one year. Requests for increase must be submitted

**Bidder has read and agrees to this section:**

Yes



No



**21. 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



**22. 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



**23. 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.
- 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



#### 24. 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



#### 25. 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 the Issuing Officer 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



#### 26. Country of Origin

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

**Bidder has read and agrees to this section:**

Yes



No



#### 27. Reclaimed/Recycled Materials

Bidder must be able to provide a product content statement that describes the percentage of the content of the item that is reclaimed material, if requested.

**Bidder has read and agrees to this section:**

Yes



No



#### 28. Cost

The Bidder shall provide its Bid for the proposed goods and services on **Attachment #2 - Cost Worksheet**.

##### 28.1 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

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

**Bidder has read and agrees to this section:**

Yes



No



**28.2 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



**28.3 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



**28.4 Price Adjustments**

Bid prices shall remain firm the first year of the contract. Price adjustments may be considered once per year, upon request. Requested price changes must be submitted to the Issuing Officer, in writing, ninety (90) days prior to the contract anniversary date.

**Bidder has read and agrees to this section:**

Yes



No



**29. Signature**

An individual authorized to legally bind the Bidder shall below.

  
Signature (required)

  
Title

  
Date

**Attachment #2  
Cost Worksheet**

The State of Iowa is seeking bidders to provide lumber, building supplies, maintenance and related products. Bidders should complete the discount for each category offered and a delivery fee if applicable in the chart below.

Name: <u>MENTUS</u>	
<b>PRICING SCHEDULE</b>	
<b>Category</b>	<b>Discount</b>
Appliances	<u>0</u> % Off Retail
Electric Tools/ Supplies	<u>0</u> % Off Retail
Exterior Finish Materials	<u>0</u> % Off Retail
Fasteners	<u>0</u> % Off Retail
Hand Tools	<u>0</u> % Off Retail
Interior Finishing Materials	<u>0</u> % Off Retail
Lighting Ballasts and Fixtures	<u>0</u> % Off Retail
Material Handling	<u>0</u> % Off Retail
Outdoor Garden Supplies and Equipment	<u>0</u> % Off Retail
Paint and Accessories and Supplies	<u>0</u> % Off Retail
Plumbing Tools/ Supplies	<u>0</u> % Off Retail
Power Sources/ Accessories	<u>0</u> % Off Retail
Power Tools (corded and cordless) and Accessories	<u>0</u> % Off Retail
<b>Delivery</b> (if delivery is not offered, write N/A)	<u>varies by item</u>

The State intends to award contracts to the bidder providing the highest discount for each region. Bidder should check all applicable regions in the chart below.

Bidder Name: <u>MENTUS</u>	
<b>Region</b>	<b>Check all that apply</b>
Fort Dodge Area	<u>X</u>
Cherokee Area	<u>X</u>
Clarinda Area	<u>X</u>
Statewide	<u>X</u>



**Attachment #3  
Certification Letter**

(Date) 4/29/21

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

Re: RFB0421005001 Lumber and Related Products - BID CERTIFICATIONS

Dear Mr. Lewandowski,

I certify that the contents of the Bid submitted on behalf of **(Name of Bidder)** in response to **Iowa Department of Administrative Services RFB0421005001 Lumber and Related Products** and 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) (2016)* 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)(2016)*.

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

  
\_\_\_\_\_  
Name and Title of Authorized Representative

  
\_\_\_\_\_  
Date

**Attachment #4**  
**Authorization to Release Information Letter**

(Date) 4/29/01

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

Re: RFB0421005001 Lumber and Related Products - AUTHORIZATION TO RELEASE INFORMATION

Dear Mr. Lewandowski:

**(Name of 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 RFB0421005001 Lumber and Related Products.

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 or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Bidder'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 or the Evaluation Committee in the evaluation and selection of a successful Bidder in response to RFB.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

  
\_\_\_\_\_  
Signature

Gene Miller, Controller  
Name and Title of Authorized Representative

4/29/01  
Date

Attachment #5  
Exceptions Form

**Please list any and all exceptions ("No" responses) to Attachment #1 Form of Bid in this section. Include number and reason for exception: (Make additional pages if necessary)**

NOTE: Exceptions to Contract Terms and Conditions should be submitted in accordance with Attachment #1 Form of Bid item number 2.

- | <u>Number</u>  | <u>Exception</u>   |
|----------------|--|
| 1. <u>¶ 3</u>  | <u>Payment is required for special order / non stock items at the time the Order is placed before the product will be ordered from Menards's supplier</u>  |
| 2. <u>¶ 4</u>  | <u>Menards does not agree to pay an administrative fee for purchase made.</u>  |
| 3. <u>¶ 6</u>  | <u>Due to the size of Menard, Inc and the millions of vendors / customers Menard's with on an annual basis, there are unfortunately times that courts are needed to resolve disputes. However, these are to numerous to provide details on each incident for the past 5 years.</u> |
| 4. <u>¶ 11</u> | <u>All products purchased from Menards are priced to be picked up at one of our retail locations. Delivery to destination may be available for an additional fee based on the item(s).</u>   |
| 5. <u>¶ 13</u> | <u>Menard, Inc. has insurance for at least the amounts listed and can provide copies and /or list the state as a certificate hold so that the state is notified of any changes to the policy, but Menards does not list other entities as additionally insured on our policies</u> |
| 6. <u>¶ 17</u> | <u>Menards does not have the ability to track all sales purchased under this agreement to provide reporting</u>  |

**Attachment #6**  
**Form 22 – Request for Confidentiality**  
**SUBMISSION OF THIS FORM 22 IS REQUIRED**

***THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR BID. 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 IF NO INFORMATION BID DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 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 RFB.** 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 Bidder's 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 Bidder's 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.**

ME NARUS  
Company

0421005221  
RFB Number

Lumber + related products  
RFB Title

[Signature]  
Signature (required)

controller  
Title

4/29/21  
Date

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

## Part 2 - 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 INFORMATION 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 Bidder's 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 Bidder's Bid. The Bidder shall place this Form completed and signed in its Bid. 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

**Attachment #7  
Bid Checklist**

RFP REFERENCE SECTION	RESPONSE INCLUDED	
	Yes	No
One (1) electronic copy	X	
One (1) electronic Public Copy with Confidential Information Excised (optional)		8
Attachment #1 – Form of Bid	6	
Attachment #2 – Cost Worksheets	X	
Attachment #3 - Certification Letter	X	
Attachment #4 - Authorization to Release Information	X	
Attachment #5 – Exceptions Form	X	
Attachment #6 - Form 22	X	
Signed Addendums	8	





Governor Kim Reynolds  
Lt. Governor Adam Gregg  
Adam Steen, Director

April 20, 2021

To: All Potential Bidders  
From: Scott Lewandowski, Purchasing Agent  
Subject: RFB0421005001

**Addendum One**

**Please amend the subject RFB to include the following update:**


Original Posting: Section: RFB Summary, Page One  
Field: Procurement Timetable  
Date and Time: Bids Due April 23, 2021 2:00 pm


Amended Posting: Section: RFB Summary, Page One  
Field: Procurement Timetable  
Date and Time: ***Bids Due April 30, 2021/ 2:00 PM***

**Please acknowledge receipt of this addendum by signing in the space provided below, and return this letter with your offer (do not send back separately).**

I hereby acknowledge receipt of this addendum.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Typed or Printed Name