

**RFB1015005368**  
**Iowa State Patrol Public Safety Uniforms**

**SECTION 1 - INTRODUCTION**

**1.1 Vendor Instructions**

Vendor 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 Vendor may print, write in responses, scan, and attach response. If not attached to bid response in VSS, the Vendor's bid will 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 identified on the RFB cover sheet and described further in 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 in section 1.4 of the RFB document, and the Lead Agency may extend the contract(s) for up to the number of annual extensions identified by mutual agreement of the Lead Agency and vendor. 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:

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

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

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

**“Agency”** means the agency identified on the RFB cover sheet 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.

**“Responsible Contractor”** means a Contractor that has the capability in all respects to perform the requirements of the Contract. In determining whether a Contractor is a Responsible Contractor, the Agency may consider various factors including, but not limited to, the Contractor's competence and qualifications to provide the goods or services requested, the Contractor's integrity and reliability, the past performance of the

Contractor relative to the quality of the goods or services offered by the Contractor 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 on Bid Information Section, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFB.

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

#### **1.4 Contract Term and Bid Timeline**

Contract Term The term of the contract will begin **July 1, 2016** and end on **June 30, 2017**.

The Contract may be renewed by mutual agreement of both parties for up to five additional 1 year terms for a total of six years duration.

<b>PROCUREMENT TIMETABLE—Event or Action</b>	<b>Date/Time (Central Time)</b>
State Posts Notice of RFP on TSB website	1/6/2016
State Issues RFP	1/8/2016
RFP written questions, requests for clarification, and suggested changes from Vendors due	1/19/2015
Response to Vendor questions, requests for clarification, and suggested changes due	1/21/2015
Proposals Due	1/29/2015
Contract Start Date	7/1/2016
Contract End Date	6/30/2017
Optional Additional Annual Renewal Periods	5

#### **1.5 Background Information**

This RFB is designed to provide Contractors 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 Contractor is responsible for determining all factors necessary for submission of a comprehensive Bid.

The Department of Public Safety (DPS) currently has approximately 400 Iowa State Patrol (ISP) Uniformed Officers. The State of Iowa is conducting a bid for uniforms for the ISP officers. The uniforms will be the same design as the current uniform to maintain

consistency. Information about the design and construction of the uniforms can be found in **Appendix A-I**.

Interested vendors can view the past 12 month's sales by viewing **Appendix J**.

## SECTION 2 – ADMINISTRATIVE INFORMATION

### 2.1 Issuing Officer

The Issuing Officer identified in the RFB Bid Information Section is the sole point of contact regarding the RFB from the date of issuance until selection of the successful Contractor.

### 2.2 Restriction on Communication

From the issue date of this RFB until announcement of the successful Contractor, Contractors 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 Event Section of the Bid Document. Oral questions related to the interpretation of this RFB will not be accepted. Contractors may be disqualified if they contact any State employee other than the Issuing Officer about the RFB except that Contractors 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 Contractor shall acknowledge receipt of all addenda in its Bid.

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

### 2.4 Bid Amendment and/or Withdrawal

The Contractor 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 Contractor 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 Contractor's responsibility to ensure the bid is received prior to the deadline. Email and faxed Bids will not be accepted.

Contractors 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 Contractor shall not be considered part of the Contractor'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 Contractors who submitted timely Bids will be publicly available after the Bid opening. *See Iowa Code Section 72.3.* The announcement of Contractors 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 Contractor.

## **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 Contractors 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 Contractor to provide goods and/or services. It is not intended to be comprehensive and each Contractor 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 Contractor 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 Contractor acknowledges that a requirement of the RFB cannot be met.
- The Contractor's Bid materially changes a requirement of the RFB or the Bid is not compliant with the requirements of the RFB.
- The Contractor's Bid limits the rights of the Agency.
- The Contractor fails to include information necessary to substantiate that it will be able to meet a requirement of the RFB.
- The Contractor fails to timely respond to the Agency's request for information, documents, or references.
- The Contractor fails to include bid security, if required.
- The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
- The Contractor 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 Contractor initiates unauthorized contact regarding the RFB with state employees.
- The Contractor provides misleading or inaccurate responses.
- The Contractor's Bid is materially unbalanced.
- There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the

Contractor is properly responsive and responsible to satisfy the requirements of the RFB.

- The Contractor alters the language in Certification Letter or Authorization to Release Information Letter.

#### **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 Contractors, 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 Contractor from full compliance with RFB specifications or other contract requirements if the Contractor 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 Contractor'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 Contractor, such as the Contractor's capability and performance under other contracts, the qualifications of any subcontractor identified in the Bid, the Contractor'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 Contractor is subject to verification. If the Agency in its sole discretion determines that the content is in any way misleading or inaccurate, the Contractor may be disqualified.

#### **2.14 Bid Clarification Process**

The Agency reserves the right to contact a Contractor 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 Contractor has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Contractor'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 Contractor is offering to the Agency. An individual authorized to legally bind the Contractor 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 Contractor 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 Contractor 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 will treat all information submitted by a Contractor as public information unless the Contractor properly requests and submits a redacted document with specific parts of the Bid treated as confidential at the time of submitting the Bid. The Agency's release of information is governed by Iowa Code Chapter 22. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Bid. The Agency will copy public records as required to comply with the public records laws.

The Contractor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. Pricing information cannot be considered confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Contractor to respond to any inquiries by the Agency concerning the confidential status of the materials.

Any Bid submitted which contains specific confidential information must be conspicuously marked as containing confidential information. **Failure to properly identify specific confidential information shall relieve Agency or State personnel from any responsibility if confidential information is viewed by the public, a competitor, or is in any way accidentally released. Identification of the entire Bid as confidential may be deemed non-responsive and disqualify the Contractor.**

If Agency receives a request for information marked confidential, written notice shall be given to the Contractor seven calendar days prior to the release of the information to allow the Contractor to seek injunctive relief pursuant to *Section 22.8 of the Iowa Code*.

The Agency will disclose the information marked confidential upon request unless a court of competent jurisdiction determines the information is confidential under *Iowa Code Chapter 22* or other applicable law.

The Contractor's failure to request confidential treatment of material will be deemed by the Agency as a waiver of any right to confidentiality the Contractor may have had.

## **2.17 Copyrights**

By submitting a Bid, the Contractor 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 Contractor 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.

**2.18 Release of Claims**

By submitting a Bid, the Contractor 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 Contractor with pertinent information in this RFB.

**2.19 Contractor Presentations**

At the sole discretion of the State, Contractors 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 Contractor. 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 Contractor to illustrate the Contractor's Bid. The presentation shall not materially change the information contained in the Bid.

**2.20 Evaluation of Bids Submitted**

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

**2.21 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.

**2.22 Determination of Responsible Contractor & Responsive Bid**

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

**2.23 Evaluation Criteria**

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

**2.24 Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Contractors 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 Contractor 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 Contractor the Agency believes will provide the best value to the State.



**2.25 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 Contractor 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 Contractor and the Agency.

**2.26 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. Contractors 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.

**2.27 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. Contractors 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.

**2.28 Appeals**

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

**2.29 Unit Price**

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

**2.30 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 - Purchasing, Ninety (90) days prior to the contract anniversary date.

**2.31 Registration**

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

[https://vss.iowa.gov/webapp/VSS\\_ON/AltSelfService](https://vss.iowa.gov/webapp/VSS_ON/AltSelfService)

**2.32 Questions and Requests for Clarification**

Contractors 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 according to the time table established in section 1.4. 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 posted on the bid opportunities website.

### **SECTION 3 – SPECIFICATIONS**

All items listed in this Section are Bid Requirements. A successful Contractor must be able to satisfy all these requirements to be deemed a Responsible Contractor.

- 3.1** Vendor must provide products meeting specifications in **Appendix A - K** throughout the term of the contract.
- 3.2** Vendor must provide products meeting specifications in the **RFP** and **Attachments 1-4** throughout the term of the contract.

## SECTION 4 - FORM OF BID (Vendor Provided Information)

**Instructions** – Vendor is to complete the following and attach it to their bid submittal. 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 Vendor Information

Business Name: \_\_\_\_\_

Official Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Firm's State or Foreign Country of Residence: \_\_\_\_\_

Sales contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

### 4.2 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 Contractor and the solicitation. The contract between the Agency and the successful Contractor shall be a combination of the specifications, terms and conditions of the solicitation, the contract terms and conditions contained at the web-address indicated in the solicitation Terms and Conditions below in section 4.3, the offer of the Contractor contained in the final Bid submitted by the Contractor, 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 Contractor to the provisions or terms and conditions of the solicitation shall be incorporated into the Contract unless the Agency has explicitly accepted the Contractor's objection or amendment in writing. The contract terms and conditions contained at the web-address indicated in the solicitation Terms and Conditions below 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 Contractors to better evaluate the costs associated with the solicitation requirements and the Contract. Contractors should plan on the contract terms and conditions contained at the web-address indicated on the Terms and Conditions below 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 Contractor. By submitting a Bid, each Contractor acknowledges its acceptance of the solicitation terms and conditions without change except as otherwise expressly stated in the attachment. If a Contractor 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 Contractor or to negotiate contract terms with the selected Contractor if the best interests of the Agency would be served.

**Bidder has read and agrees to this section:** Yes | | No |

#### 4.3 Terms and Conditions – Goods

The parties agree to comply with the terms and conditions on the following web site which are by this reference made a part of the Agreement. General Terms and Conditions for goods contracts are posted at:

[https://das.iowa.gov/sites/default/files/procurement/pdf/terms\\_goods\\_2016.pdf](https://das.iowa.gov/sites/default/files/procurement/pdf/terms_goods_2016.pdf)

**Bidder has read and agrees to this section:** Yes | | No |

#### 4.4 Terms of Pcard Acceptance

The State of Iowa prefers to pay Contractors using its Purchasing Card Program (Pcard) whenever possible.

Contractors accepting Pcard payments shall comply with the following security measures:

- Contractor shall comply with the most current Payment Card Industry Data Security Standards (PCI DSS) to assure confidential card information is not compromised;
- Contractor 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, Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or “https” in the web address;
- When accepting orders by phone, Contractor shall send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- Contractor 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;
- Contractor shall confirm that the name of purchaser matches the name on the card;
- Contractor 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 |

#### 4.5 Specifications

Bidder is able to provide and performed as specified in Section 3. By indicating “yes”, a Contractor agrees that it shall comply with that requirement throughout the full term of the Resulting Contract, if the Contractor is successful. In addition, for specific requirements, the Contractor shall provide, if requested, specific references and/or supportive information to verify the Contractor’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 Contractor demonstrates the Contractor will be able to comply with the Bid Requirements. If the Agency determines the supportive information does not demonstrate the Contractor 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 |

#### 4.6 Vendor Experience

The Contractor 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 Contractor has provided to other businesses or governmental entities.

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## 4.7 Terminations, Litigation, Debarment

The Contractor must provide the following information:

- During the last five (5) years, has the Contractor 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 Contractor 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 RFP. 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 Contractor.
- 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 Contractor 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 Contractor or its officers have been a party.
- The Contractor 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 Proposal or termination of any subsequent Contract.
- This is a continuing disclosure requirement. Any such matter commencing after submission of a Proposal, and with respect to the successful Contractor after the execution of a Contract, must be disclosed in a timely manner in a written statement to the Agency.

[illegible]

#### 4.8 Vendor Reference

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

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#### 4.9 Preference

The Contractor 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.

[http://www.oregon.gov/DAS/EGS/ps/Pages/detail\\_a\\_main\\_page.aspx](http://www.oregon.gov/DAS/EGS/ps/Pages/detail_a_main_page.aspx)

**Vendor's state has a preference law:** \_\_\_\_\_ **Yes** | | **No** | | **Vendor's state** \_\_\_\_\_

#### 4.10 Additional Items or Manufacturers

The State reserves the right to add additional like items or manufacturers to the Contract during the life of the Contract, if it is in the best interest of the State to do so. Items or manufacturers may only be added upon the agreement of the Department.

**Bidder has read and agrees to this section:** **Yes** | | **No** |

#### 4.11 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** |

#### 4.12 FOB Destination, Freight Prepaid

**Bidder has read and agrees to this section:** **Yes** | | **No** |



#### 4.13 Delivery Time

Provide the expected number of days after receipt of order until delivered to the specified facility.

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**Bidder has read and agrees to this section:** Yes | | No |

#### 4.14 Award by Supplier

The Iowa Department of Administrative Services has determined that the award will be made to the supplier with the best overall price. The state may weigh scoring to reflect items with greater sales.

**Bidder has read and agrees to this section:** Yes | | No |

#### 4.15 Criminal History and Background Information

The Contractor hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Contractor, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Contractor 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 Contractor to maintain insurance coverage(s) in accordance with the contractual provisions. Contractor 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. Contractor's insurance shall, among other things, insure against any loss or damage resulting from or related to Contractor'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. 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, Contractor 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
	Each Occurrence	\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	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

#### **4.16.1 Certificates of Coverage**

At the time of execution of this Contract, Contractor 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 Contractor starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Contractor 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 Contractor shall simultaneously with the delivery of the certificates deliver to the Agency one duplicate original of each insurance policy. Liability of Contractor Acceptance of the insurance certificates by the Agency shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor 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 Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations.

#### **4.16.2 Waiver of Subrogation Rights**

Contractor 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 Contractor shall, at the Agency’s request, immediately file a proper claim under such policy. Contractor 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, Contractor 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. Contractor shall pay to the Agency and the State any insurance proceeds or payments it receives in connection with any such claim immediately upon Contractor’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 Contractor 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 Contractor 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 Equipment**

All equipment found to be defective within the manufacturer’s warranty period shall be returned and replaced with new equipment at the Contract Vendor’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 Payment Terms**

Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a vendor. What discount will you give for payment in 15 days? What discount will you give for payment in 30 days?

**Bidder has read and agrees to this section:** Yes | | No |

#### 4.20 Quarterly Report

The Contractor 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: Name **Ryan Roovaart**, email [ryan.roovaart@iowa.gov](mailto:ryan.roovaart@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. Contractor Bids 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 |

#### 4.21 Contractor Registration

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

**Bidder has read and agrees to this section:** Yes | | No |

#### 4.22 Financial Information

Provide a minimum of three (3) financial references. Please enter the required information in the text box or attach a document with the required information.

**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 vendor monthly, within the period of time provided for by applicable State statute, after receipt of the Vendor's invoice for the goods and/or services supplied by the Vendor 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 Respondents for obtaining “best and final offers.” To obtain best and final offers from Respondents, 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 proposals.

**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 **90** calendar days before the effective date of proposed increase.
- Be accompanied by documentation acceptable to the State Procurement Coordinator sufficient to warrant the increase which may include vendor invoices from suppliers.
- 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 Term**

The effective date of the resulting Master Agreement for the purchase of Public Safety Uniforms will be the date listed in section 1.4 or the date of the State's acceptance by signature, whichever is later, through the date listed in section 1.4. The Agency and Contractor may agree to renew the contract upon the same or more favorable terms and conditions for up to five annual extensions. The renewals must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds. The total contract term may not exceed six (6) years.

**Bidder has read and agrees to this section:** Yes | | No |

**4.28 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 |

**4.29 Country of Origin**

Respondent 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 |

**Attachment #1**  
**Certification Letter**  
**Alterations to this document are prohibited.**

(Date) \_\_\_\_\_

Ryan Roovaart, 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 - Proposal Certifications

Issuing Officer:

I certify that the contents of the Bid submitted on behalf of **(Vendor)** \_\_\_\_\_ in response to Iowa Department of Administrative Services for **RFB1015005368** for **Iowa State Patrol Public Safety Uniforms** are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

**Certification of Independence**

I certify that I am a representative of Respondent expressly authorized to make the following certifications on behalf of Respondent. By submitting a Proposal in response to the RFP, I certify on behalf of the Respondent the following:

1. The Proposal 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 Proposal has been developed independently, without consultation, communication or agreement with any other Respondent or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal 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 Respondent to induce any other Contractor to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Respondent 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 Respondent 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 Proposal 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 Proposal 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 Respondent 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 Contractors 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 Proposal in response to the (RFP), the Respondent certifies the following: (check the applicable box)

- ☐ Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code chapter 423*; or
- ☐ Respondent 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)*.

Respondent also acknowledges that the Agency may declare the Respondent’s Proposal or resulting contract void if the above certification is false. The Respondent 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,

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**Signature**

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**Name and Title of Authorized Representative**

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**Date**



**Attachment #2**  
**Authorization to Release Information Letter**  
**Alterations to this document are prohibited.**

(Date) \_\_\_\_\_

Ryan Roovaart, 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 – Authorization to Release Information

Dear Issuing Officer:

**Contractor** 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 Contractor in response to this Request for Bids (RFB).

The Respondent acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Respondent 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 Respondent is willing to take that risk.

The Respondent 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 Respondent in response to the RFP.

The Respondent 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 Respondent's Proposal submitted in response to RFP.

The Respondent 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 Respondent's Proposal. The Respondent 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 Respondent 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 Respondent in response to RFP.

Sincerely,

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**Signature**

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**Name and Title of Authorized Representative**

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**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. _____	_____ _____
2. _____	_____ _____
3. _____	_____ _____
4. _____	_____ _____
5. _____	_____ _____
6. _____	_____ _____
7. _____	_____ _____
8. _____	_____ _____
9. _____	_____ _____
10. _____	_____

**Attachment #4**  
**Specifications and Technical Requirements**  
**RFB1015005368**

**Overview**

The successful Contractor shall provide the goods and/or services to the Lead Agency and to Buyers issuing Purchase Instruments against the Resulting Contract in accordance with the technical specifications defined in this Section. The Contractor shall address each requirement in this Section and explain how it will comply with each requirement. Bids must be fully responsive to each requirement. Merely repeating the requirements may be considered non-responsive and may disqualify the Contractor. Bids must identify any deviations from the requirements of this or requirements the Contractor cannot satisfy. Any deviations from the requirements of RFB1015005368 Specifications and Technical Requirements that the Contractor cannot satisfy may disqualify the Contractor.

**Mandatory Requirements**

All items listed in this document are Mandatory Requirements. A successful Contractor must be able to satisfy all these requirements to be deemed a Responsible Contractor.

Contractors must mark either “**yes**” or “**no**” in their Bid. By indicating “yes”, a Contractor agrees that it shall comply with that requirement throughout the full term of the Resulting Contract, if the Contractor is successful. In addition, for specific requirements, the Contractor shall provide specific references and/or supportive materials to verify the Contractor’s compliance with the requirement. Failure to provide this information may cause the Bid to be deemed non-responsive and therefore rejected. A pass/fail evaluation will be utilized for all Mandatory Requirements. The Lead Agency reserves the right to determine whether the supportive materials submitted by the Contractor demonstrate the Contractor will be able to comply with the Mandatory Requirements. If the Agency determines the supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Requirements, the Lead Agency may disqualify the Bid.

Please mark **Yes** or **No** in the blank to the left noting whether or not you agree to comply with the listed requirement. This completed document must be submitted with your bid proposal.

**1        \_\_\_\_\_ Uniform Specifications**

The successful Contractor shall conform to the uniform specifications provided within the Appendices A - K.

**2.        \_\_\_\_\_ Minimum Order Quantity**

The successful Contractor must have **no minimum order quantity** requirement. Orders can be as small as one unit.

**3.        \_\_\_\_\_ Delivery**

The successful Contractor must provide delivery of Uniforms to various locations within State of Iowa on all orders. All delivery charges are to be included in the contract price bid by vendor. **Orders shall be delivered within one-hundred-twenty (120) days** of order placement by the State of Iowa. Orders shall be placed as follows:

- Winter Uniforms – Ordered placement by May 31 for September 30 delivery.
- Summer Uniforms – Order placement by October 31 for February 28 delivery.
- Academy Graduation Uniforms – Order placement during academy with delivery four (4) weeks prior to graduation ceremony.
- Special Order Uniforms – Orders placement as necessary with delivery within ninety (90) days.

At the time of delivery, uniform items will be subject to inspection before final acceptance. Items not accepted after post measurement will be replaced within fifteen (15) days.

**4. \_\_\_\_\_ Standard Orders**

The successful Contractor must supply short and long sleeve shirts in standard, actual sizes indicated in the specifications. Trousers in standard waist sizes indicated in the specifications with the length of pant up to thirty-seven (37) inch inseam.

**5. \_\_\_\_\_ Special Orders**

The successful Contractor will retain and verify measurements for all troopers. The successful Contractor must supply special order short and long sleeve shirts and trousers in sizes outside the specification(s) listed size range. The successful Contractor shall honor standard pricing at no up charge.

**6. \_\_\_\_\_ Measurements**

**a. Pre-order**

The Successful Contractor shall ensure the proper sizing of uniforms for all employees by measurement. The neck measurement shall be to the specification listed in bid item documents. The sleeve measurement shall be to the specification listed in bid item documents. The successful Contractor shall conduct pre-order measurements of employees as requested by the Iowa State Patrol Supply Section at the employees work location (usually their assigned district post location). The successful Contractor shall supply samples of all standard sizing at the time of measurements for the troopers to try on to verify measurement to fit. Samples will include shirts with body cut of standard (traditional "full-cut" appearance) and athletic/military (a full chest and tapered at the waist). Measurements shall be conducted prior to order date in the months of March and April for winter uniforms, then again in the months of August and September for the summer uniforms. The successful Contract will be required to submit a report of all troopers with all sizing to Heather Dixon and Ryan Roovaart at [dixon@dps.state.ia.us](mailto:dixon@dps.state.ia.us), [ryan.roovaart@iowa.gov](mailto:ryan.roovaart@iowa.gov) or designee in an Excel spread sheet.

**b. Post-order**

The successful Contractor shall ensure the proper fit of all uniforms after delivery. The successful Contractor shall verify the fit of each trooper's uniform as requested by the Iowa State Patrol Supply Section at the employees work location (usually their assigned district post location). Should the Iowa State Patrol require the uniform to be altered during the post measurement, the successful Contractor shall perform the alteration and deliver the altered uniform to the trooper within 30 days of the post measurement. The post-order measurements will be conducted in the months of March and April for the summer uniforms, then again in the months of November and December for the winter uniforms.

**c. Academy measurements**

The successful Contractor will be responsible for the measuring of sizing proper fit of uniforms for all members of recruit's classes for their graduation and duty assignment. The successful Contractor shall perform pre and post measurements for all Iowa State Trooper cadets. The timing of the measurements will be arranged by Heather Dixon according to the academy class start date and graduation.

**7. \_\_\_\_\_ Labeling**

The successful Contractor shall ensure that all garments have a care label permanently affixed giving the care instructions and must show the lot number, size, fiber content and WPL number of the garment. The label may also include the trooper's name, rank and other information Public Safety deems necessary.

**8. \_\_\_\_\_ Fabric**

All fabric shall be Raeford Mills' fabric and carry the Kaumograph mill trade mark (water mark) on all garments. The fabric for the trousers shall be ProBlend Style 645 and the shirts shall be ProBlend 573, complete specifications are attached in RFB1015005368. All fabric shall meet standard shrinkage allowance of approximately 2%, be colorfast, and be considered first quality. The fabric used is to include a fashion clean finish, soil release that combines with color bright retention, have moisture absorbency and provide maximum comfort. All uniforms from the successful Contractor are subject to verification of Raeford Mill's fabric.

**9. \_\_\_\_\_ Warranty**

All materials shall be new, of current manufacture and shall carry the standard warranties prescribed for each specified fabric. Workmanship shall be accordance with standard practices of the trade. Garments must be fully warranted against defects for a minimum of ninety (90) days.

**10. \_\_\_\_\_ Post Award, Pre-production Measured Samples**

The Vendors must provide a sample of Iowa State Patrol uniform consisting of one (1) short sleeve shirt, one (1) long sleeve shirt and, one (1) pair of trousers for men's pursuant to the specification requirements based upon actual measurement of a Trooper located in the Des Moines, Iowa. Your contact to schedule the measurement at Public Safety is Heather Dixon (515-281-3391). This completed measured sample of items must meet the specifications in RFB1015005368 and sole satisfaction of the Department of Public Safety prior to the production of the Iowa State Patrol, purchase order for summer uniforms. The approved

sample will be included in the purchase order quantity to allow for payment to the successful contractor.

**11. \_\_\_\_\_ Production Facility**

The successful Contractor must have the necessary production facility to accommodate the uniform requirements of the Department of Public Safety in a timely manner and in full accordance with the material specifications of this. To include tailoring and alterations as needed to each garment.

**12. \_\_\_\_\_ Website Ordering & Tracking**

The successful Contractor, shall provide a secure real time website exclusive to the Department of Public Safety for this Contract. This site shall be capable of placing orders, tracking shipments, providing on hand inventory availability, showing order status, and tracking employee information (past orders, sizing, etc.). This website shall operate and show all information in real time method. The successful Contractor must have sample site that is currently operational for reference and review by the State.

**13. \_\_\_\_\_ Customer Service Representative**

The successful Contractor shall provide at least two (2) customer service representatives that will be assigned to this Contract. The customer service representatives shall service the account and conduct the employee measurement requirements and meet with the State on a quarterly basis, if requested. And provide response to State inquiry within eight (8) hours. Please provide the names of who those individuals will be below.

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**14. \_\_\_\_\_ References**

The Vendors shall provide the names, emails and contact information of at least three (3) customer references being currently supplied with product and service requirements similar to those requested in this RFB. Unverifiable or unsatisfactory references may lead to disqualification of your bid.

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15. \_\_\_\_\_ **Pricing**

The successful Contractor shall provide Prices that are FOB Destination with delivery prices included to any point within the State of Iowa firm for the initial year term of the contract. The State of Iowa is tax exempt.

16. \_\_\_\_\_ **Contract Term**

The initial term of this Contract is for **one year (1)** year effective **July 1, 2016** through **June 30, 2017**, with renewal options for an additional five (5) one (1) year periods for a maximum of six years by mutual agreement of both parties. Renewal option considerations will include: satisfactory performance of the Contractor, any requested cost increase, and availability of funds. The successful Contractor must provide written request for a price increase for any of the renewal option periods at least ninety (90) **days prior** to the end of any contract term period.

18. \_\_\_\_\_ **Price Adjustments**

The successful Contractor may submit a request for price adjustment at least ninety (90) **days prior** to the end of any contract term for renewal term. Any request for price increase shall include documentation showing an increase in cost of materials including a break out of applicable costs including overhead and profit margins and be accompanied with written justification from manufacturer, distributor or other suppliers in accordance with section 4.26 of the RFP.

19. \_\_\_\_\_ **Award**

The successful Contractor will be the lowest bid price responsible bidder for the requirements of RFB0611005018. The successful Contractor is expected to implement the State's requirements within thirty (30) days of effective Contract term.

20. \_\_\_\_\_ **Product Addition(s) & Deletion(s)**

The successful Contractor shall work with the Department of Public Safety on uniform items that need be deleted as becomes necessary. Additional or replacement garments and/or related items may be added by mutual agreement, based upon specifications and prices. Changes to fabric, materials, design or construction to garments or related items will be based upon mutual agreement and based on specifications and prices.

21. \_\_\_\_\_ **Inventory**

The successful Contractor shall be required to carry an inventory of fabric and standard sizes (most popular sizes) as determined by mutual agreement with the Department of Public Safety based upon history need and officer measurements. The inventory may require adjustment based upon usage. The inventory shall be maintained in the State of Iowa locally. See **Appendix K** for a list of inventory items which the vendor must keep sizes in inventory and maximum inventory quantities for those items that vendor must keep in stock and be available locally.



22. \_\_\_\_\_ **Service**

The successful Contractor shall have distribution, retail, and sales support location situated locally in the state of Iowa. This local presence shall be located within **40** miles (as determined by Map Quest) of the Oran Pape State Office Building at 215 E. 7<sup>th</sup> St, Des Moines IA 50319-0047 (located on the Des Moines Capitol Complex) and have availability Monday – Friday 8 AM to 5 PM excluding holidays. The services should include tailoring and/or alterations as needed, stocking, and selling patrol uniform pieces listed in this bid. The vendor may work with local vendors to provide this service if needed.

23. \_\_\_\_\_ **Mill Relationship**

The successful Contractor shall be in good financial standing and provide the number of years of active purchases with Raeford Mills, Inc.

24. \_\_\_\_\_ **Trouser options**

The successful Contractor shall produce trousers allowing gusseted crotch (line item 8 of RFB1015005368) to be optional add-ons to the base trouser per the individual preference as approved by Iowa State Patrol Fleet and Supply.

25. \_\_\_\_\_ **Vendor Managed Inventory**

Vendor Managed Inventory (VMI) by Local Retail Location

The awarded vendor must have a local retail presence within 40 miles of the Des Moines Capitol Complex. This local retail location will perform VMI by keeping predetermined inventory items (see **Appendix K**) on hand. This will allow the Iowa State Patrol to send Officers to the vendor's retail location for uniforms for immediate needs.

**Attachment # 5**  
**Response Check List**

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
Vendors Submittal to be included with their bid:			
Responses to 4.1 to 4.30 including: 4.8 Three References 4.20 Sample Quarterly Report 4.22 Three Financial References			
Attachment 1 Certification Letter			
Attachment 2 Authorization to Release Information			
Attachment 3 Exceptions			
Attachment 4 Mandatory Requirements			
<b>Post Award:</b>			
Provide Certificates of Insurance 4.16.1			
Waiver of Subrogation noted in Insurance Certs 4.16.2			

Appendices included in this Request for Proposal to assist the vendor in preparing a response:

- Appendix A: Mens Trousers
- Appendix B: Mens Short Sleeved Shirt
- Appendix C: Mens Long Sleeved Shirt
- Appendix D: Ladies Trousers
- Appendix E : Ladies Short Sleeved
- Appendix F: Ladies Long Sleeved Shirt
- Appendix G: ISP Uniform Fabric Specification
- Appendix H: ISP Emblem Placement
- Appendix I: Iowa State Patrol Emblems
- Appendix J: 12 month sales 10/30/2014 to 10/30/2015
- Appendix K: Vendor Inventory Items