

REQUEST FOR BIDS

RFB COVER SHEET

Administrative Information:

TITLE OF RFB:	Construction, Agricultural, and Ground Maintenance Equipment, OEM Parts, and Services for State Agencies		RFB Number:	RFB1117005168
Agency:	Iowa Department of Administrative Services			
State seeks to purchase:	Equipment, OEM Parts and Services	Available to Political Subdivisions?	Yes	
Number of mos. or yrs. of the initial term of the contract:	1 Year	Number of possible annual extensions:	5	
Initial Contract term beginning:	January 1, 2017	Ending:	December 31, 2017	
State Issuing Officer:				
Nancy Wheelock Phone: 515-725-2268 Fax: 515-725-0038 E-mail: nancy.wheelock@iowa.gov				
Mailing Address:				
Iowa Department of Administrative Services Hoover State Office Building, Floor 3 1305 East Walnut Street Des Moines, IA 50319-0105				
PROCUREMENT TIMETABLE—Event or Action:			Date/Time (Central Time):	
State Posts Notice of RFB on TSB website			November 28, 2016	
State Issues RFB			December 4, 2016	
RFB written questions, requests for clarification, and suggested changes from Contractors due:			December 9, 2016 3:00 PM CST	
Bid Due Date:			December 16, 2016	
Bid Due Time:			3:00 PM CST	
Relevant Websites:	Web-address:			
Internet website where Addenda to this RFB will be posted:	http://bidopportunities.iowa.gov/			
Internet website where contract terms and conditions are posted:	https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf			
Number of Copies of Bids Required to be Submitted:			One (1) Paper and One (1) Electronic	
Firm Bid Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting bids that the Bidder guarantees all bid terms, including price, will remain firm:			120 Days	

SECTION 1 - INTRODUCTION

1.1 Bidder Instructions

Bidder is to download this document and save to computer. Once saved, type in responses to the required sections and save again. Finally, print this document and submit one (1) paper copy and one (1) electronic copy of this document with your bid response. If not included in the bid response, the bid may be disqualified. Bidder will also review Section 3 (9) for a list of other documents and information to include when submitting the bid.

Bidder will submit the bid documents to the Issuing Officer and location on the RFB Cover Sheet.

1.2 Purpose

The purpose of this Request for Bids (RFB) is to solicit bids from qualified providers to provide the goods and/or services described further in this RFB to the Lead Agency and any Participating Agencies. Any contract(s) resulting from the RFB shall not be an exclusive contract.

1.3 Request for Bid (RFB) Definitions

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

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

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

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

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

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

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

“Responsible Bidder” means a Bidder that has the capability in all respects to perform the requirements of the Contract. In determining whether a Bidder is a Responsible Bidder, the Agency may consider various factors including, but not limited to, the Bidder’s competence and qualifications to provide the goods or services requested, the Bidder’s integrity and reliability, the past performance of the Bidder relative to the quality of the goods or services offered by the Bidder and the best interest of the Agency and the State.

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

“RFB” means this Request for Bids and any addenda hereto.

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

1.4 Contract Term

The initial term of the contract will begin January 1, 2017 and end on December 31, 2017. The Contract may be renewed by mutual agreement of both parties for up to five annual extensions. The resulting contract will be available to all State Agencies and political subdivisions.

1.5 Background Information

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

The Department of Administrative Services is seeking eligible bidders to provide the various equipment, OEM replacement parts and maintenance/repair services per the specifications provided in this document.

This is a multiple award bid with the objective of statewide coverage to service the various state agencies located throughout the state of Iowa.

SECTION 2 – ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

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

2.2 Restriction on Communication

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

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

2.3 Amendment to the RFB

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

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

2.4 Bid Amendment and/or Withdrawal

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

2.5 Submission of Bids

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

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

2.6 Bid Opening

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

2.7 Costs of Preparing the Bid

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

2.8 Rejection of Bids

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

2.9 Disqualification

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

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

2.10 Nonmaterial Variances

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

2.11 Reference Checks

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

2.12 Information from Other Sources

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

2.13 Verification of Bid Contents

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

2.14 Bid Clarification Process

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

2.15 Disposition of Bids

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

2.16 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. 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 Proposal 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.**

A Bidder requesting confidential treatment of specific information must: (1) fully complete Form 22, (2) identify the request in the transmittal letter with the Bidder's Proposal, (3) conspicuously mark the outside of its Proposal as containing confidential information, (4) mark each page upon which confidential information appears, and (5) 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. 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 Proposal 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 Proposal as non-responsive. Requests to maintain an entire Proposal 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.

2.17 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.

2.18 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.

2.19 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.

2.20 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 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.

2.23 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.

2.24 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.

2.25 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 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.

2.26 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. 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.

2.27 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. 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.

2.28 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.

2.29 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 – Central Procurement, sixty (60) days prior to the contract anniversary date.

2.31 Registration

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

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

2.32 Questions and Requests for Clarification

Bidders are invited to submit written questions and requests for clarifications regarding the RFB. **The questions and requests for clarifications must be received by the Issuing Officer by December 9, 2016 no later than 2:00PM CST.** Oral questions will not be permitted. If the questions and requests for clarifications pertain to a specific section of the RFB, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications will be issued in the form of an addendum and sent to Bidders who received RFBs.

SECTION 3 – SPECIFICATIONS

All items listed in this Section are Bid Requirements. *Bidders should complete all highlighted items in Section 3, all items in Section 4, and the attachments of this document.*

1. Manufacturer and Manufacturer's Authorized Dealers (Who may submit a bid)

Manufacturers and Manufacturer's Authorized Dealers are eligible to submit a bid for this RFB. Each dealer location which submits a bid must be an authorized dealer for each manufacturer's equipment being bid and must be able to provide documentation upon request. Bidders who are dealers for several manufacturers' equipment may submit one bid for all equipment makes they are authorized to sell. All Bidders must have a physical distribution location within the contiguous U.S. or Canada.

2. Part I: Equipment Specifications

This bid is for latest model of, new, unused equipment per the bid specifications. The equipment makes and models provided on the attached **Spreadsheet** are currently in use by state agencies. Bidder will bid equipment for one or more of the equipment makes on the spreadsheet. Bidder will submit the completed spreadsheet with their bid submission.

Bidder may introduce makes of equipment other than those makes listed on the spreadsheet if the equipment fits into the equipment groups listed on the attached spreadsheet. The state has sole discretion on determining whether the new makes of equipment will serve the needs of state agencies and may reject new equipment entries. All newly introduced equipment should be added to the bottom of the spreadsheet so it is easily identified during the evaluation process.

Bidder agrees to provide the state's Contract Manager with updated equipment specifications and sales/service contact information within 10 days of the updates becoming effective for the duration of the contract including renewals.

The state reserves the right to add new makes and models of equipment to the contract for the duration of the contract including renewals.

3. Part II: Equipment Parts Discount

Bidder should provide the discount percentage off manufacturer's list price for OEM replacement parts for all of the equipment brands bid. Bidder shall provide parts pricing either through an online link(s) or an electronic price list for all equipment bid.

A. Website for Parts Pricing:

The state would prefer Bidder provide the link to a website(s) which will display the list price and the final discounted state price for all equipment bid since pricing will be updated automatically on the website. Online pricing should show the discounted state price or the percent discount per item along with the list price. State auditors must be able to verify pricing on invoices through the website link provided.

Enter link(s) to online website(s) containing list price and discounted price information here, if applicable:

B. Optional Electronic Price Lists in Excel or PDF Format:

In lieu of a website link, Bidder may provide an electronic copy in Excel or PDF format of their parts list showing the list price, discount percentage, and the final discounted state price with their bid. Bidder agrees to provide updated electronic price lists in Excel or PDF format for the duration of the contract including renewals if they cannot provide a link to pricing on their website.

4. Part III: Equipment Repair and Routine Maintenance Services

The state is seeking a flat labor rate for diagnostic services and hourly labor rates for routine annual maintenance and repair services for the equipment bid. Bidder should provide their pricing for diagnostic services, routine maintenance, and repair services on Tab 3 of the attached **Spreadsheet**. If Bidder has a schedule of various services, they may provide that schedule as long as a Hourly labor rate is provided for all other services not listed on the schedule.

If Bidder has a dealer network, Bidder may either provide consistent service rates through a service rate program for the state of Iowa which their dealers will participate in and/or the Bidder may have their dealers provide their individual service rates using the attached **Dealer Service Rate Template** on Tab 4 of the **Spreadsheet** provided which can be emailed or faxed to the dealers for completion. Bidder will then submit their dealers' rate forms with their bid.

Bidders with no dealer network or physical service locations in Iowa will explain below how they will handle repair services for the equipment they bid and any fees associated with services such as shipping, etc. Bidder will also explain the normal turnaround time for repair services performed outside of Iowa.

Bidders with no physical locations in Iowa explain their service process here:

As an OEM, Land Pride sells parts through Authorized Land Pride Dealers. A list of those dealers has been provided. Authorized dealers will provide service for ALL Land Pride Implements on this bid.

All service rates will remain firm for the first two years of the contract. Beginning with the third year of the contract, service rates may be adjusted based on Section 4.22 of this document. Bidder shall send a request for service rate adjustments for consideration to the state's Contract Manager at least 60 days prior to the contract expiration date.

5. Dealer List

Bidder will submit with their bid a list of authorized dealers in Iowa or closest location to Iowa. Bidder agrees to send updated dealer lists to the state's Contract Manager as they become available or at a minimum during the annual renewal period of the contract. The list of authorized dealers should provide the physical address, phone number, fax number, and contact name (if applicable).

6. Warranty

Dealer should provide the period of warranty for the equipment bid in **Column I** on Tab 1 of the **Spreadsheet**. Warranty information will be provided with each piece of equipment purchased by a state agency or governmental entity.

7. Manuals

All equipment manuals and instructions paperwork will be provided with each piece of equipment purchased by a state agency or governmental entity.

8. Customer Service

Bidder will provide 800 or other telephone numbers which can be used by state agencies for customer service questions or technical questions concerning the equipment. Bidder and Bidder's dealers agree to respond to general sales inquiries within 48 hours after receipt of inquiry excluding weekends and holidays. Bidder is expected to respond to equipment technical assistance questions within four (4) hours from receipt of request with a maximum response time of 24 hours from time of receipt excluding weekends or holidays.

9. Checklist for Bid Documents to be Submitted With Bid

Bidders will submit one (1) paper copy and one (1) electronic copy (flash drive or CD) of the following documents with their bid:

- ☐ **RFB Criteria document** - Bidders should complete all items in Section 3, Section 4 and the Attachments of this document.
- ☐ **Spreadsheet** attached with Equipment Discounts, Equipment Parts Discounts, and Equipment Service Rates.
- ☐ **Authorized Dealer Contact List**
- ☐ **Equipment Parts Pricing list** in Excel or PDF format if not providing an online link or completing Tab 2 of the **Spreadsheet** for parts discounts.
- ☐ **Service Rate Sheet(s)** from Dealer(s) in PDF or Excel format, if applicable. (See Tab 4 of Spreadsheet.)
- ☐ **Sample of Quarterly Sales Report** to be provided to state's Contract Manager per Section 4.17.

SECTION 4 - FORM OF BID

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

4.1 Bidder Information

Business Name: LAND PRIDE, a Division of Great Plains Manufacturing, Inc.

Official Address: 1525 E. North Street
Salina, KS 67401

Firm's State or Foreign Country of Residence: Kansas

Sales contact: John O'Brien or Dee Warren

Telephone Number: 785-823-3276

Fax Number: NONE

Email: john.obrien@landpride.com or dee.warren@landpride.com

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

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

negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.3 Terms and Conditions

The parties agree to comply with the terms and conditions viewable at:

<https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf>

and which are by this reference made a part of the Agreement.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.4 Terms of Pcard Acceptance

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

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

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

Bidder has read and agrees to this section: Yes ☐ No ☒

4.5 Specifications

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

Bidder has read and agrees to this section: Yes ☒ No ☐

4.6 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.
 - NO
- 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.
 - NO
- 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.
 - NO
- 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.
 - NO
- 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.
 - NO
- 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.

4.7 Preference

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

Bidder's state has a preference law: Yes ☐ No ☒ **Bidder's state** Kansas

4.8 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 ☐

4.9 FOB Destination, Freight Prepaid

Bidder has read and agrees to this section: Yes ☒ No ☐

4.10 Delivery Time

The successful Bidder shall ship all orders within the time specified below or, in the case of unanticipated problems causing a delay, notify the agency of the problem and when the shipment will be made.

Provide the expected number of days after receipt of order until delivered to the specified facility. Expected number of days for delivery: 75

Bidder has read and agrees to this section: Yes ☒ No ☐

4.11 Award by Either

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

Bidder has read and agrees to this section: Yes ☒ No ☐

4.12 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 ☐

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

4.13.1 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 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.

4.13.2 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.

4.13.3 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 ☐

4.14 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 ☐

4.15 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 ☐

4.16 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 ☐

4.17 Quarterly Report

The Bidder shall provide an electronic detailed quarterly report on ALL sales made under this Contract via e-Mail to the Iowa Department of Administrative Services, Central Procurement. Attention: Nancy Wheelock at nancy.wheelock@iowa.gov. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Bidder's Bid must include a sample report and a description of the reporting that will be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.18 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 ☐

4.19 Bidder Registration

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

Bidder has read and agrees to this section: Yes ☒ No ☐

4.20 Firm Contract Percentage Discounts

Any contract that results from this bid will have firm percentage discounts for the duration of the contract including renewals. New equipment brands, models or makes added to the contract after initial contract execution or equipment added as replacement of discontinued models will also have a set percentage discount for the duration of the contract including renewals. Equipment and parts pricing may be adjusted for the duration of the contract including renewals. Equipment service rates will be held firm for the first two years of the contract and then may be adjusted per Section 4.2.3.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.21 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 Bidder 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 Bidder 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 ☐

4.22 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.

- United States published indices such as the Producer Price Index or other government data will be referenced to help substantiate the Bidder's documentation.
- 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 ☐

4.23 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 ☐

4.24 Substitution of Items During Term of Contract

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

Bidder has read and agrees to this section: Yes ☒ No ☐

4.25 Country of Origin

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

Bidder has read and agrees to this section: Yes ☒ No ☐

4.26 Pricing

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

Bidder has read and agrees to this section: Yes ☒ No ☐

4.27 Pricing Restrictions

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

Bidder has read and agrees to this section: Yes ☒ No ☐

Attachment #1

Certification Letter

Alterations to this document are prohibited.

January 5, 2017

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

Subject: Request for Bid - Bid Certifications

Issuing Officer:

I certify that the contents of the Bid submitted on behalf of Land Pride, a division of Great Plains Manufacturing, Inc., in response to Iowa Department of Administrative Services for RFB1117005168 for Equipment, Parts and Services are true and accurate. I also certify that Bidder has not knowingly made any false statements in its Bid.

Certification of Independence

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

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

Certification Regarding Debarment

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

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

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

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

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

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

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

Sincerely,

Signature

DEE WARREN, MARKETING MGR 1/5/17

Name and Title of Authorized Representative

Date

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

January 5, 2017

Nancy Wheelock, 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:

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

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

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

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

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

Sincerely,


Signature

DEE WARREN, MARKETING MGR 1/5/17
Name and Title of Authorized Representative 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.	4.4	Land Pride, as the manufacturer, does not accept PCards, but dealer participation varies by dealer.
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attachment #4
Form 22 – Request for Confidentiality

Per section 2.16 of the Request for Bid (RFB), a Bidder requesting portions of its Bid be maintained in confidence must complete this form and submit it with its Bid. Bidders should read and familiarize themselves with chapter 22 of the Iowa Code regarding release of public records before completing this form. Section 2.16 of the RFB provides the Bidder instructions regarding how to request confidential treatment of portions of its Bid.

NOTE: Completion of this Form is the sole means of requesting confidential treatment. 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 submit a fully completed Form or requests confidentiality for portions of its Bid that are improper under the RFB.

To request confidentiality, Bidder must provide the following information:

- 1 ☒ Bidder must conspicuously mark confidential material in its Bid in accordance with section 2.16 Public Records and Requests for Confidential Treatment. **Check box when completed.**
- 2 Bidder must specifically identify and list the Bid section(s) for which it seeks confidentiality and answer the following questions for each section listed :
 - 3.1 Explain the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential.
 - 3.2 Justify why the material should be kept in confidence.
 - 3.3 Explain why disclosure of the material would not be in the best interest of the public.
 - 3.4 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 materials.

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 material as confidential.	Bidder must justify why the material should be kept in confidence	Bidder must explain why disclosure of the material 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 materials.
N/A				

- 3 ☒ Bidder must submit a Public Copy of the Bid from which the confidential information has been excised. 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. **Check box when completed.**

This form must be signed by the individual who signed the Bidder's Bid and returned as part of the bid submittal. A copy of this document shall be placed in all Bids submitted including the Public Copy.

***Failure to provide the information required in this form may result in rejection of Bidder's request for confidentiality or rejection of the Bid as being non-responsive.**

Signature

Date

Title

.....

**Department of Administrative Services – Central Procurement Enterprise Review
(for agency use only)**

- ☐ Bidder's Bid is rejected as non-compliant because one of more of the following reasons:
- ☐ Bidder requested confidentiality without submitting a fully completed Form 22.
 - ☐ Bidder requested confidentiality and failed to conspicuously mark such material as confidential within its Bid in accordance with the RFB.
 - ☐ Bidder requested confidentiality without submitting a public copy of its Bid with the confidential information redacted.
 - ☐ Bidder requested confidentiality on material in contravention of the RFB.
 - ☐ Other: _____.
- ☐ Bidder's submission is accepted.¹

Purchasing Agent Signature

Date

NOTE: Agency's acceptance of Bidder's submission should not be construed as Agency's approval of Bidder's request for confidentiality. Instead, acceptance of Bidder's submission simply means that Agency believes Bidder's Form 22 appears fully completed in accordance with the RFB.

Attachment #5
LOBBYING (31 USC. 1352, 49 CFR Part 19, 49 CFR Part 20)

Byrd Anti-Lobbying Amendment, 31 USC. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 USC. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1)** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2)** If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC. 1601, et seq.).
- (3)** The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Note: Pursuant to 31 USC. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Contractor, Land Pride, a Division of Great Plains Manufacturing, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC. A 3801, et seq., apply to this certification and disclosure, if any.

SIGNATURE _____

TYPED OR PRINTED NAME Dee Warren

TITLE Marketing Manager

COMPANY Land Pride, a division of Great Plains Manufacturing, Inc.

**ATTACHMENT #6
CLEAN AIR CERTIFICATION**

The Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 et seq. The Contract Bidder agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

The Bidder also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

SIGNATURE _____

TYPED OR PRINTED NAME Dee Warren

TITLE Marketing Manager

COMPANY Land Pride, a division of Great Plains Manufacturing, Inc.

DATE January 5, 2017

Attachment #7
CLEAN WATER CERTIFICATION

The Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC. 1251 et. seq. The Bidder agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

The Bidder also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

SIGNATURE _____

TYPED OR PRINTED NAME Dee Warren

TITLE Marketing Manager

COMPANY Land Pride, a division of Great Plains Manufacturing, Inc.

DATE January 5, 2017



January 4, 2017

To: All Potential Respondents

From: Nancy Wheelock, Purchasing Agent

Subject: RFB1117005168 – Agricultural, Construction and Grounds Maintenance Equipment, OEM Parts and Services

Addendum One

Please amend the subject RFP to include answers to the following timely received questions:

- Q1. Some of the existing equipment makes listed in the spreadsheet are discontinued or have outdated information. Can we replace the discontinued equipment makes with the current replacement information and also update model numbers or equipment information?
- A1. Yes, the instructions on Tab 1 of the Spreadsheet, Part 1 – Equipment, provides for the entry of replacement equipment for discontinued equipment makes, models and equipment information. Bidders should enter the new information in red lettering so that the Issuing Officer can easily identify the revised information.
- Q2. Our equipment make(s) is not listed on the spreadsheet but fits within the agricultural, construction, and grounds maintenance categories. Can we still bid our equipment?
- A2. Yes, the state will consider new equipment makes not already listed on the Equipment spreadsheet, Tab 1, which meet the requirements of this RFB. Bidders may enter new equipment (equipment makes/brands not already listed on the equipment spreadsheet) at the bottom of Tab 1 in the New Equipment Makes section (approximately line 969 of Tab 1 depending on additions added above). The state reserves the right to reject or accept the new equipment makes based on the needs of state agencies.



January 4, 2017

To: All Potential Respondents

From: Nancy Wheelock, Purchasing Agent

Subject: RFB1117005168 – Agricultural, Construction and Grounds Maintenance Equipment, OEM Parts and Services

Addendum Two

Please amend the subject RFP to include answers to the following timely received questions:

- Q1. When editing columns C & D, do you want us to delete what is on the line and replace or add info in red (see example)?

A	B	C	D
Equipment Make	Equipment Group	Equipment Model	HP or Mower Cut Width
Brand X	Compact Excavator	TB108 - TB210R	9HP- 10HP

- A1. Bidders shall leave the original text in each revised column and add the replacement text in red next to the original text as shown in the example above for existing equipment makes in the spreadsheet provided. If you have new equipment groups or new equipment models for equipment makes/brands already listed in the spreadsheet, you can insert a new line into the existing list for that make/brand and add the new line item in red text.

As a reminder: All NEW equipment makes/brands (not currently listed on the spreadsheet) shall be entered at the bottom of Tab 1, Part I – Equipment Discounts, in the New Equipment Makes section. Bidders may use any color text when listing new equipment in the New Equipment Makes section.



January 4, 2017

To: All Potential Respondents

From: Nancy Wheelock, Purchasing Agent

Subject: RFB1117005168 – Agricultural, Construction and Grounds Maintenance Equipment, OEM Parts and Services

BID DUE DATE HAS BEEN EXTENDED TO JANUARY 9, 2017 NO LATER THAN 3:00PM CST

Bidder Question Submittal has been extended to December 20, 2016 no later than 3:00PM CST

Addendum Three

Please amend the subject RFB to include answers to the following timely received questions:

- Q1. Will the state consider extending the bid due date until after the holidays to give us more time to collect the service rate sheets from our dealers?**
- A1. Yes, the state has revised the due date for bid submittal to January 9, 2017 no later than 3:00 PM CST to allow bidders more time to collect service rate sheets from their dealer network. All bids are due by the revised date and time.**

The due date for submittal of bidder questions has also been revised to December 20, 2016 no later than 3:00PM CST. Bidders may submit questions regarding the RFB until the new revised date and time.

- Q2. How do we submit our bids?**
- A2. This is a paper bid with an electronic copy requirement. Your bids should be submitted in a sealed envelope or container to the Issuing Officer at the address below. Envelopes or containers should be clearly marked with the Issuing Officer name, the bid number (RFB1117005168), and Bidder's Name. No late bids will be accepted.**

**Nancy Wheelock
Iowa Department of Administrative Services
Hoover State Office Building, Floor 3
1305 East Walnut Street
Des Moines, IA 50319-0105**

Please also read the following Sections of the RFB for additional information such as the number of paper and electronic copies along with a list of documents which should be included in your bid submittal.

Section 1.1 of the RFB bid document states the following:

Bidder is to download this document and save to computer. Once saved, type in responses to the required sections and save again. Finally, print this document and submit one (1) paper copy and one (1) electronic copy of this document with your bid response. If not included in the bid response, the bid may be disqualified.

Bidder will also review Section 3 (9) for a list of other documents and information to include when submitting the bid. Bidder will submit the bid documents to the Issuing Officer and location on the RFB Cover Sheet.

(continued on second page)

Section 3 (9) of the RFB bid document states the following:

Bidders will submit one (1) paper copy and one (1) electronic copy (flash drive or CD) of the following documents with their bid:

- ☒ **RFB Bid document** (*this document*) - Bidders should complete all items in Section 3, Section 4 and the Attachments of this document.
- ☒ **Spreadsheet** completed with Equipment Discounts, Equipment Parts Discounts, and Equipment Service Rates.
- ☒ **Authorized Dealer Contact List**
- ☒ **Equipment Parts Pricing list** in Excel or PDF format if not providing an online link or completing Tab 2 of the Spreadsheet for parts discounts.
- ☒ **Service Rate Sheet(s)** from Dealer(s) in PDF or Excel format, if applicable. (See Tab 4 of Spreadsheet.)
- ☒ **Sample of Quarterly Sales Report** to be provided to state's Contract Manager per Section 4.17.



January 4, 2017

To: All Potential Respondents

From: Nancy Wheelock, Purchasing Agent

Subject: RFB1117005168 – Agricultural, Construction and Grounds Maintenance Equipment, OEM Parts and Services

Addendum Four

Please amend the subject RFB to include answers to the following timely received questions:

Q1. The bid was not listed on the Iowa Vendor Self Service (VSS) site. Will this be corrected in order to submit electronically?

A1. No, because of the complexity of this bid, bidders will be submitting a paper bid with an electronic copy. Please see Addendum 3 for specific information on how to submit your bid.

Q2. Per Section 4.12 - We are a \$7.5 Billion manufacturer with over 20,000 employees. If we select yes, are we agreeing to authorize criminal history and a background checks for all of our officers, directors, shareholders, partners, managers, and supervisors? Please advise.

A2. If you object, indicate so and state your reason(s) in Attachment #3. You may submit your proposed language revisions with your bid.

Q3. Per Section 4.14 – Defective Equipment - Are we obligated to take back a complete tractor if an item would fail during the warranty period? Ex. alternator, battery, tire, or any other miscellaneous items?

A3. No, the defective part (alternator, battery, starter, etc.) that is under warranty would be returned and replaced at no charge to the state. Depending on the warranty provided for a specific piece of equipment, labor to install the replacement part may also be provided at no charge to the state during the warranty period.

Q4. Per Section 4.22 – Adjustments in Pricing - Would there be any exceptions if we have a situation where our published programs at certain times during the year may be more advantageous due to multi-unit /target programs vs. our fixed governmental discount? Would we still have to amend the contract and provide lower pricing?

A4. Contractor must inform and assist the state agency as necessary to take advantage of Special Offers or Promotions that are offered by either the manufacturer or the Contractor. However, the state will not amend the Contract for the special offer or promotional pricing.

The Contractor may conduct sales promotions involving specific products or groups of products for specified time periods. The Contractor shall submit a formal request for approval to the Contract Administrator. The request should include the equipment or equipment groups, the promotional price as compared to the standard price for the product or product groups, and the start and end dates of the sales promotion. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

Q5. Attachments 6 & 7 - Does the clean air and water certification apply to a tractor manufacturer? If yes, can you elaborate on how it would apply?

A5. Many state agencies use federal funding to purchase the equipment listed in this bid. When federal funds are being used for a state purchase, the bid document, subsequent contract, and Contractor must meet the federal requirements included in the federal grants.

The Clean Water Act (CWA) has implemented pollution control programs such as setting wastewater standards for industry such as manufacturers. The Clean Air Act (CAA) regulates air emissions from stationary and mobile sources. A stationary source would be a manufacturing plant.

If the Bidder is a manufacturer who is required to meet the Federal CAA and CWA, they should complete Attachments 6 and 7. Dealers are not expected to submit Attachments 5, 6 or 7.

Q6. How do you want us to submit pricing for our authorized dealers? Is it ok to create a spreadsheet with the rates requested in additional columns?

A6. The state is providing further clarification on how to provide parts and services pricing below.

Parts Discount - TAB 2 on Spreadsheet:

There are three ways you can provide parts pricing information for this bid. Bidder will choose the option that best fits their business processes:

1. **Option 1 - Percentage Discount by Parts Groups:** Tab 2 on the Spreadsheet allows Bidder to enter percentage discounts off manufacturer's list price by part groups (i.e., Operator Environment parts, hitch parts, hydraulic parts, fender parts, lights, miscellaneous, etc.) With this option, the state will contact the local dealer to get the list price and then take the percentage discount off the list price to compute the final invoiced state price. Bidders may provide their own list of percentage discounts by part groups in Excel format instead of using the template on Tab 2.
2. **Option 2 - Online Pricing:** Bidder shall provide a link to their online parts list which shows the Bidder's list price and the discounted state price. With this option, the state can use the online information to verify invoice pricing.
2. **Option 3 - Electronic File of List and Discounted Pricing:** If Bidder cannot provide either item 1 or 2 above, then Bidder shall provide an Excel spreadsheet or PDF file of replacement parts which provides the manufacturer's list price and the discounted state price for their individual parts.

Service Rates:

The state is seeking basic flat or hourly service rates for repair or maintenance services. Since many dealerships are independent, the state has provided a template which can be emailed or faxed to Bidder's dealers to complete and return to the Bidder. Bidder may return those completed rate sheets with their bid or they may create a new spreadsheet with the rate information by dealer name and submit that spreadsheet with their bid.

If the entire dealer network has the same pricing for services (i.e., a specific pricing program for the state), then the manufacturer does not need to provide individual pricing rates for each dealer.

Q7. Do you have a sample of the quarterly sales report that we can use as a guide?

A7. Yes, a sample quarterly sales report is attached. If Bidder can match the sample quarterly sales report, they can state such in their bid and that will meet the requirement of providing a sample report with their bid.

- Q8. Section 4.13 Insurance** – We do not purchase primary products liability insurance as part of its general liability insurance program. Our company is self-insured. Could this requirement be removed?
- A8. If you object, indicate so and state your reason(s) in Attachment #3. You may submit your proposed language revisions with your bid.
- Q9. Section 4.13.1 Certificates of Coverage** - Requires us to submit duplicate originals of each insurance policy. It is not our business practice to release such documents since they contain proprietary information about our company. Could this requirement be removed?
- A9. If you object, indicate so and state your reason(s) in Attachment #3. You may submit your proposed language revisions with your bid.
- Q10. Section 4.13.2 Waiver of Subrogation Rights** – We are self-insured to a specific coverage limit. Over and above that limit, we do not have the authority to do what's requested in this section with respect to our excess insurance. Could this be removed?
- A10. If you object, indicate so and state your reason(s) in Attachment #3. You may submit your proposed language revisions with your bid.



January 4, 2017

To: All Potential Respondents

From: Nancy Wheelock, Purchasing Agent

Subject: RFB1117005168 – Agricultural, Construction and Grounds Maintenance Equipment, OEM Parts and Services

Addendum Five

Please amend the subject RFB to include answers to the following timely received questions:

- Q1. We are a distributor for skid steers, mini excavators and loaders. I have looked at the list of equipment and make an offer through an Iowa dealer. The list is very long. The question is since there are hundreds of items listed on the spreadsheet, we assume if we can match the specs of those listed items – particularly in skid steers, mini excavators, wheel loaders – then we can submit a bid accordingly??
- A1. Yes, Bidder may bid their NEW equipment make/brand which is equivalent in size and functionality to the existing equipment makes/brands listed in the bid. Bidder should submit their NEW equipment at the bottom of the spreadsheet in the New Equipment Makes section regardless of the length of their equipment list.
- Q2. We don't have dealers all across the state so do you have independent dealers you have used in the past that may be used by us also?
- A2. The state cannot determine which independent dealers are capable of servicing Bidder's equipment. If you have no authorized dealers within the state of Iowa, see Section 4 of the RFB below:

Section 4 of the RFB states: Bidders with no dealer network or physical service locations in Iowa will explain how they handle repair services for the equipment they bid and any fees associated with services such as shipping, etc. (*The types of fees associated with services should be provided.*) Bidder will also explain the normal turnaround time for repair services performed outside of Iowa.

Should a successful Bidder develop a dealer network or expand their current dealer network after the contract is signed, the Bidder will send updated dealer lists to the state's Contract Manager either during the contract renewal period or when new dealers have been added to their dealer list.

- Q3. In regard to contract #4425, we would like to submit our updated 2016 pricing that includes 2 new products, as well. Let me know if any additional information is needed.
- A3. Contractors with current contracts through the Iowa Department of Transportation that will be expiring on December 31, 2016 will need to submit a bid for this RFB to have the opportunity to be awarded a contract moving forward with the Iowa Department of Administrative Services.
- Q4. Section 1.7 – Terms and Conditions - The Confidentiality provisions -- how is the requirement going to be communicated and enforced at the Dealer level?

- A4. The terms and conditions for this RFB are the state's standard terms and conditions for competitive solicitations. The transactions occurring between the state entity and the dealer should not involve confidential information but rather equipment specifications, customer service, service and technical manuals, warranty information, pricing, invoicing, and payment.

If you have an objection with Section 1.7, please state your objection in Attachment #3 of your bid along with your reason and any revised language you would like considered by the state.

- Q5. Section 1.9 – Terms and Conditions: The 30 day notice will be problematic, and again, I don't know who we flow this requirement down to the Dealer level.
- A5. If you have an objection with Section 1.9, please state your objection in Attachment #3 of your bid along with your reason and any revised language you would like considered by the state.
- Q6. Section 1.12 – Terms and Conditions: Under this Agreement we would be selling Product that is available on the market. The definition of "Deliverables" and this provision are so broad that they are essentially claiming the rights to the IP in our Product and promotional materials. We cannot agree to that.
- A6. If you have an objection with Section 1.12, please state your objection in Attachment #3 of your bid along with your reason and any revised language you would like considered by the state.
- Q7. 1.15.11 and 1.15.13 – Terms and Conditions: The manner in which we will be filling orders triggers the "Use of Third Parties" and Assignment and Delegation" paragraphs; as such we need the Agency's review and approval to do so and will need to provide them with a list of authorized Dealers for this purpose.
- A7. The RFB already requires the Bidder to provide a list of authorized Dealers who can sell equipment, parts and services (if applicable) so that state entities know where purchase equipment, parts and services. If you have an objection with Section 1.15.11 and 1.15.13, please state your objection in Attachment #3 of your bid along with your reason and any revised language you would like considered by the state.
- Q8. 1.15.26 – Terms and Conditions: There is a very specific Record Retention provision -- note that this requirement would need to flow through to our Dealers.
- A8. If you have an objection with Section 1.15.26, please state your objection in Attachment #3 of your bid along with your reason and any revised language you would like considered by the state.
- Q9. Section 4.6 – Terminations, Litigation, Debarment: As a publicly held company we have specific reporting obligations under the regulations of the SEC and NYSE. To provide more information that what is publicly disclosed may result in the disclosure of non-public confidential information which is prohibited. We do not provide the level of detail, nor does a summary exist of the information listed bullets 1, 2 and 4. If we had been or would be in the future subject to the conditions of Bullets 3 or 5 we would be required to disclosure that in our filings with the SEC and NYSE.
- A9. If you have an objection with Section 4.6, please state your objection in Attachment #3 of your bid along with your reason and any revised language you would like considered by the state.
- Q10. Section 4.9 – FOB Destination: The delivery term is stated incorrectly. Our Product would be delivered FCA - Destination in accordance with the definitions of INCO TERMS 2010. (FOB means that the product is delivered by vessel.)
- A10. F.O.B. Destination means the title passes from seller to buyer at destination and does not determine how the goods are shipped whether by truck, rail or vessel. The state does not use International Commercial Terms in its public procurement documents.

- Q11. Section 4.13 - Insurance: We cannot be in a position where our ability to modify our insurance coverage is subject to the prior written consent of the State of Iowa. We negotiate our insurance coverage on an Annual Basis, the size of our deductible must be within our discretion to do so. All of the coverage limits listed on the chart are currently within our SIR. We also cannot agree to the provision of 4.13.1 which requires at least 30 days prior written notice to the Agency. We can notify Iowa of any changes as we do with other vendors.
- A11. If you have an objection with Section 4.13, please state your objection in Attachment #3 of your bid along with your reason and any revised language you would like considered by the state.
- Q12. Section 4.22 - Adjustments in Pricing: We can agree to hold our prices for 1 year, however we must have the ability to make adjustments after that.
- A12. If you have an objection with Section 4.22, please state your objection in Attachment #3 of your bid along with your reason and any revised language you would like considered by the state.
- Q13. Attachment #2 – Authorization to Release Information Letter: If they are requesting references of other Customers we can provide a list and will authorize specific contacts, however we cannot provide an open ended authorization.
- A13. The state requires all Bidders to sign Attachment #2 and return it with their bid. Any bid submitted without a signed and dated copy of Attachment #2 may be rejected.
- Q14. Attachment #3: See comments above.
- A14. Attachment #3 is the Exceptions Form which allows Bidders to submit their exceptions to this RFB. Bidders are not required to use this form. Bidder may submit their exceptions in a separate document, along with reason for the exception and any revised language for the section pertaining to their objections.
- Q15. Attachments #6 and #7 – Clean Air and Water Acts: Again, we are a publicly held company and would be required to not only report to EPA but to include any material violations in our SEC and NYSE filings.
- A15. If the Bidder believes they already fulfill the requirements stated in Attachments 6 and 7 (Clean Air and Water Acts), then Bidder should not have an issue with signing Attachments 6 and 7.
- Q16. Section 2.11 – Reference Checks: It is unclear what “reference” checks there would be. Are we being asked to provide references?
- A16. No. The state is not requesting any references be provided by Bidder. Section 2 contains standard language which is included in all RFB solicitations.
- Q17. Section 5 – Dealer List and Section 4.21 – Invoicing: We prefer our authorized dealers to invoice the agency. Can you confirm if this is allowable?
- A17. Yes, dealers may invoice the state agency directly.



January 4, 2017

To: All Potential Respondents
From: Nancy Wheelock, Purchasing Agent
Subject: RFB1117005168 – Agricultural, Construction and Grounds Maintenance Equipment, OEM Parts and Services

Addendum Six

Please amend the subject RFB to include answers to the following timely received questions:

- Q1. In regards to submitting proposed changes to the language in the terms and conditions and/or insurance requirements, how does this impact a potential award of a contract?
- A1. The negotiation of terms and conditions which includes insurance provisions is done after the Notice of Intent to Award is posted. However, the Notice of Intent to Award is subject to execution of written contract and, as a result, the notice does NOT constitute the formation of a contract between the State of Iowa and the successful bidder. If the apparent successful bidder fails to negotiate and deliver an executed contract, the State, at their sole discretion, may cancel the notice of intent to award and award the contract to the next ranked bidder.
- Q2. Would the state consider allowing the addition of a rental component to the solicitation that would allow vendors to include their own parameters concerning rental term, minimum rental hours, maximum rental hours, rental rate, damages and maintenance responsibilities?
- A2. In the prior solicitation for equipment which included rental fees, most Bidders asked state agencies to contact them for rental rates which defeated the purpose of including rental fees in the solicitation. Therefore, the state has decided to use the informal quote process for rentals of equipment due to the low demand for rentals statewide and also because of the variety of Contractor parameters and terms.
- Q3. I was wondering on the ag and equipment bids how we can quote them because there is a lack of specification information and there can be many grades of equipment light duty and heavy and many options. Is there a way to be more specific?
- A3. The state cannot provide specifications for all of the various equipment makes/brands included on the spreadsheet but has provided model numbers in many cases which should help to determine an equivalent new make/brand. Bidders shall provide their list of equipment including the information for each column of the spreadsheet, if applicable. The state will review the new equipment makes/brands and also any additional equipment added for existing makes/brands to determine whether the equipment size and functionality meets the needs of state agencies and is in the best interests of the state. The state has the right to accept all, reject partial, or reject all of Bidder's new equipment makes/brands and additional equipment added for existing makes/brands.

Keep in mind that this bid allows for the addition of equipment for the duration of the contract including renewals. Should the state require a specific piece of equipment of a make/brand already contracted, the state may reach out to the Contractor and negotiate the addition of equipment.



January 4, 2017

To: All Potential Respondents
From: Nancy Wheelock, Purchasing Agent
Subject: RFB1117005168 – Agricultural, Construction and Grounds Maintenance Equipment, OEM Parts and Services

Addendum Seven

Please amend the subject RFB to include answers to the following timely received questions:

- Q1. What is meant by section 4.7 PREFERENCE?
- A1. Please go to: <https://www.oregon.gov/das/Procurement/Pages/Recippref.aspx> if you are unfamiliar with your state's preferences. This web page lists each state's preferences and explains the meaning of preference in relation to a public solicitation.
- Q2. Due to our independent dealer agreements, we (the manufacturer) only deal in whole goods. Parts sales are reserved for dealer business. Our government sales office does not hold, manage or have access to Parts Pricing for contract submittal. Any and all parts' needs will be quoted by the local dealer. Do you foresee any problems with this scenario as long as it is called out on the Exceptions page accordingly – or should I just indicate same on the Parts Discount page?
- A2. State your exception on the Attachment 3 – Exceptions Form only.
- Q3. The bid states prices are firm for 365 days after award and can only be updated with 60 day notice prior to annual renewal. If contract is awarded in January and we normally receive notice of price adjustments in early December with January effective dates, can we be allowed to function within a 30 day submittal window or can the price adjustment be allowed to take place shortly after the renewal date? Otherwise we would be locked in to year old pricing at each renewal, which could be detrimental for both parties – depending on which way the prices shifted.
- A3. The state will accept notice of price changes within 30 days of the contract renewal date. Price adjustments for equipment will remain firm for 365 days from the date of last price change.



January 4, 2017

To: All Potential Respondents
From: Nancy Wheelock, Purchasing Agent
Subject: RFB1117005168 – Agricultural, Construction and Grounds Maintenance Equipment, OEM Parts and Services

Addendum Eight

Please amend the subject RFB to include answers to the following question:

- Q1. The RFB asks Bidders to provide a hard copy of our parts list as well as an electronic copy. We have more than 17,000 parts which would require a lot of paper to print. Can we just submit an electronic copy of our parts list without the hard copy or will we be disqualified for not meeting the bid requirements?
- A1. The state will remove the requirement for submitting a hard copy of the parts list and allow bidders to submit an electronic copy only of their parts list. The electronic copy should be in an Excel or PDF file format.



January 4, 2017

To: All Potential Respondents
From: Nancy Wheelock, Purchasing Agent
Subject: RFB1117005168 – Agricultural, Construction and Grounds Maintenance Equipment, OEM Parts and Services

Addendum Nine

Please amend the subject RFB to include answers to the following question:

Q1. I received and read addendum 8 for the RFB. Our company is very similar in that we have thousands of parts, and as a matter of course we will submit our electronic version of the parts list upon approval of our proposal to an entity, such as State of Iowa.

I have already submitted our proposal, without the full price list. Would it be acceptable to send the full price list upon acceptance of our proposal for this RFB? If not.....What would be the best way to send and make sure it becomes part of the package we already submitted?

A1. If your manufacturer's list price for parts is available online and you have completed Tab 2 of the Spreadsheet providing your percentage discounts, then you do not need to provide an electronic copy of your parts list. If you do not have an online website which shows your manufacturer's list price, then you will need to provide an electronic price list with your bid showing the manufacturer's list price for parts.

Based on the prior paragraph, if you have already submitted your bid and have now determined that you need to provide an electronic price list (because you do not have an online website for parts pricing), then you should send your electronic file to the Issuing Officer at the same address used to submit your bid. The Issuing Officer will combine both of your packages and consider them one bid submission. The electronic file submission must be received by the due date of the bid or it will not be accepted as part of your bid submission.

Further clarification of the Parts Discount – Section 3 (3):

The objective is to provide enough information for an agency to determine whether they are being invoiced the correct amount for a part. This means that the Bidder must provide at a minimum the manufacturer's list price along with a percentage discount by part or part group **OR** the manufacturer's list price along with the state's discounted price by part or part group.

If Bidder has independent dealers who set their own parts pricing, Bidder will state their reason for exception to the Parts Discount section of this RFB in Attachment 3.