



PUBLIC COPY

## IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES

RFB NUMBER RFB0222005069

### STATEWIDE EQUIPMENT MAINTENANCE MANAGEMENT PROGRAM

*Prepared by:*

**Remi Holdings, LLC (Remi)**

6325 Ardrey Kell Road, Suite 200

Charlotte, NC 28277

**SOLICITATION POC:**

Kristen Childers, Contract Manager

Remi

p. (704) 602-0833 | f. (704) 887-2916

Kristen.Childers@theremigroup.com

**RESPONSE DUE DATE: February 18, 2022 4:00 PM (CST)**

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## TRANSMITTAL LETTER

February 17, 2022

Ms. Laura Shannon  
State of Iowa Department of Administrative Services

Dear Ms. Shannon:

On behalf of Remi, we are pleased to submit to you our response to Request for Bids 022205069 for a Statewide Equipment Maintenance Management Program for the State of Iowa. Remi will continue to help the State reduce maintenance expenditures, increase operational efficiencies, and provide the support services necessary for the streamlined execution of this program. We have successfully provided these services to the State of Iowa since 2016, and will continue to strengthen our relationship, improve, and expand upon the program provided the opportunity.

The primary contact for this solicitation is:

Kristen Childers  
Contract Manager  
Office: 704-602-0833  
Fax: 866-518-7847  
Email: [Kristen.Childers@theremigroup.com](mailto:Kristen.Childers@theremigroup.com)

Please note confidential marked sections of Remi's proposal per Form 22 on the following page. A "Public Copy" of the response has been submitted with confidential information redacted.

We would be honored to continue to serve the State of Iowa and are available to answer any questions that you may have.

Sincerely,

A handwritten signature in cursive script that reads "Kristen Childers".

Kristen Childers  
Contract Manager  
Remi

**Part 2 - Confidential Treatment is Requested**

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

NOTE:

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

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

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

RFB Section :	Bidder must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Bidder must justify why the information should be kept in confidence.	Bidder must explain why disclosure of the information would not be in the best interest of the public.	Bidder must provide the name, address, telephone, and email for the person at Bidder’s organization authorized to respond to inquiries by the Agency concerning the status of confidential information.
4.6 Terminations, Litigations, Debarment	Iowa Code Chapter 22.7.3	Trade Secrets	Identifies litigation not to be disclosed to the public. If released, would give advantage to competitors and serve no public purpose.	Kristen Childers 6325 Ardrey Kell Road, Ste. 200 Charlotte, NC 28277 Phone: 704-602-0833 Email: Kristen.Childers@theremigroup.com
4.6 Terminations, Litigations, Debarment	Iowa Code Chapter 22.7.3	Trade Secrets	Identifies specific information regarding a terminated contract not to be disclosed to the public. If released, would give advantage to competitors and serve no public purpose.	Kristen Childers 6325 Ardrey Kell Road, Ste. 200 Charlotte, NC 28277 Phone: 704-602-0833 Email: Kristen.Childers@theremigroup.com
4.7 Bidder Reference	Iowa Code Chapter 22.7.3	Trade Secrets	Current customer information is proprietary information and not public information and it identifies specific individuals’ information as part of the RFP requirements not to be disclosed.	Kristen Childers 6325 Ardrey Kell Road, Suite 200 Charlotte, NC 28277 Phone: 704-602-0833 Email: Kristen.Childers@theremigroup.com

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

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

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

<u>Remi Holdings, LLC</u>	<u>RFB222005069</u>	<u>Statewide Equipment Maintenance Management Program</u>
Company	RFB Number	RFB Title
<u>Kristen Childers</u>	<u>Contract Manager</u>	<u>2/17/2022</u>
Signature (required)	Title	Date

## PROPOSAL CONTENTS

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Remi Section 3 - Specifications supporting proposal	
Remi Equipment Types by Category	Also included as separate attachment
4.6 Terminations, Litigation, Debarment	Also included as separate attachment
4.7 Bidder Reference	Also included as separate attachment

Remi submitted all required information as part of the Request for Bids within this one proposal document; however items noted as "Also included as separate attachment" have also been submitted in VSS as stand alone attachments.

**REQUEST FOR BIDS**

**RFB COVER SHEET**

**Administrative Information:**

<b>RFB Number</b>	RFB0222005069	<b>Title of RFB</b>	Statewide Equipment Maintenance Management Program	
<b>Agency</b>	Iowa Department of Administrative Services (DAS)			
<b>Initial term of Contract</b>				
<b>Number of years of the initial term of the Contract</b>	<b>3</b>	<b>Number of possible annual extensions</b>	3	
<b>Available to Political Subdivisions?</b>	Yes			
State Issuing Officer: Laura Shannon Phone: 515-330-7325 E-mail: laura.shannon@iowa.gov				
<b>PROCUREMENT TIMETABLE—Event or Action</b>			<b>Date/Time (Central Time)</b>	
Questions and Requests for Clarification from Bidders			February 11, 2022 at 4:00 PM (CST)	
Bids Due			February 18, 2022 at 4:00 PM (CST)	
<b>***NO LATE BIDS WILL BE ACCEPTED***</b>				
<b>Relevant Websites</b>				
Internet website where Addenda to this RFB will be posted <a href="https://vss.iowa.gov/webapp/VSS_ON/AltSelfService">https://vss.iowa.gov/webapp/VSS_ON/AltSelfService</a>				
Internet website where contract terms and conditions are posted <a href="https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf</a>				
Bid Submittal: Complete and Upload RFB Document to <a href="https://vss.iowa.gov/webapp/VSS_ON/AltSelfService">https://vss.iowa.gov/webapp/VSS_ON/AltSelfService</a>				
<b>Firm Bid Terms</b>				
The minimum number of days following the deadline for submitting Bids that the Bidder guarantees all Bid terms, including price, will remain firm is 120 Days.				

## SECTION 1 - INTRODUCTION

### 1.1 Bidder Instructions

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

### 1.2 Purpose

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

### 1.3 Request for Bid (RFB) Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **1.4 Contract Term**

The term of the contract will begin June 1, 2022 and end on May 21, 2025.

The Agency shall have the sole option to renew the contract upon the same or more favorable terms and conditions for up to three (3) annual extensions. The resulting contract will be available to all State Agencies.

#### **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 Iowa Department of Administrative Services (DAS) has a contract for a Statewide Equipment Maintenance Program that shall expire on June 30, 2021. The resulting contract from this RFB shall replace the expiring contract.

The intent of the RFB is to establish a contractual agreement with an eligible Respondent for a Statewide Equipment Maintenance Program as listed herein for all State Agencies and Political Subdivision within the geographic limits of the State of Iowa. An eligible Respondent shall have expertise providing reduced costs for equipment maintenance and equipment repair without sacrificing quality of service and minimizing the downtime of the covered equipment.

The State of Iowa shall not guarantee any amount of business generated from this RFB to the awarded Respondent.

## SECTION 2 – ADMINISTRATIVE INFORMATION

### 2.1 Issuing Officer

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

### 2.2 Restriction on Communication

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

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

### 2.3 Amendment to the RFB

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

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

### 2.4 Bid Amendment and/or Withdrawal

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

### 2.5 Submission of Bids

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

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

### 2.6 Bid Opening

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

### 2.7 Costs of Preparing the Bid

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



## **2.8 Rejection of Bids**

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

## **2.9 Disqualification**

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

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

## **2.10 Nonmaterial Variances**

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

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

**2.11 Reference Checks**

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

**2.12 Information from Other Sources**

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

**2.13 Verification of Bid Contents**

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

**2.14 Bid Clarification Process**

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

**2.15 Disposition of Bids**

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

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

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

**2.17 Form 22 Request for Confidentiality**

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

**2.18 Copyrights**

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

**2.19 Release of Claims**

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

**2.20 Bidder Presentations**

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

**2.21 Evaluation of Bids Submitted**

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

**2.22 Preference**

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

**2.23 Determination of Responsible Bidder & Responsive Bid**

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

**2.24 Evaluation Criteria**

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

**2.25 Award Notice and Acceptance Period**

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

**2.26 Definition of Contract**

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

**2.27 Choice of Law and Forum**

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

**2.28 Restrictions on Gifts and Activities**

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

**2.29 Appeals**

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

**2.30 Unit Price**

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

**2.31 Price Adjustments to Term Contract(s)**

Bid prices shall remain firm the first year of the contract. Price adjustments may be taken into consideration during the contract renewal process. The State reserves the right to accept or reject any proposed price(s) changes. Requested price changes should be submitted to the Iowa Department of Administrative Services – Central Procurement, sixty (60) days prior to the contract anniversary date.

**2.32 Registration**

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

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

**2.33 Questions and Requests for Clarification**

Bidders are invited to submit written questions and requests for clarifications regarding the RFB. The questions and requests for clarifications must be received by the Issuing Officer by date and time listed on the cover page. Oral questions will not be permitted. If the questions and requests for clarifications pertain to a specific section of the RFB, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications will be issued in the form of an addendum and sent to Bidders who received RFBs.

## SECTION 3 – SPECIFICATIONS

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

### 3.1 General Requirements

- 3.1.1 Respondent shall provide all equipment, materials and labor to supplement the State of Iowa's need for as described herein. The contract shall require the Respondent to cooperate with the ordering Agency to ensure the State received the most current state-of-the-art material and/or services.
- 3.1.2 Respondent shall have a minimum of ten (10) years' experience providing an Equipment Maintenance Management Program for Federal or State Agencies.

### 3.2 Costs

- 3.2.1 All costs related to this service program including, but not limited to, repair labor, parts, and preventative maintenance as recommended by the manufacturer for covered equipment shall be the responsibility of the Respondent.
- 3.2.2 The service program shall include no deductible.
- 3.2.3 The minimum percentage discount shall apply to the following categories and shall not be decreased during the life of the contract resulting from this solicitation.
  - 3.2.3.1 Office Equipment Maintenance and Repair Services
  - 3.2.3.2 Data Processing (I.T.) Equipment Maintenance and Repair Services
  - 3.2.3.3 Mail Room Equipment Maintenance and Repair Services
  - 3.2.3.4 Communication Equipment Maintenance and Repair Services
  - 3.2.3.5 Security/Alarm Equipment Maintenance and Repair Services
  - 3.2.3.6 Research and Investigation Lab Equipment Maintenance and Repair Services
  - 3.2.3.7 Facilities Equipment Maintenance and Repair Services
  - 3.2.3.8 Healthcare Equipment Maintenance and Repair Services

### 3.3 Equipment Maintenance Program Requirements

Respondent shall provide all maintenance and repairs for the equipment covered through this contract at the same or better level(s) currently experienced through the existing equipment maintenance agreement. Service shall include all maintenance and repair for covered equipment, with no deductible or vendor stipulated limitations.

### 3.4 Customer Service

The Respondent shall provide customer service support for State Agencies and Political Subdivisions to handle questions or problems that may arise. At least one (1) Customer Service Representative shall be available during normal business hours. Representative shall be available by phone or email.

## 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: Remi Holdings, LLC (Remi)

Official Address: 6325 Ardrey Kell Road, Suite 200

Charlotte, NC 28277

Firm's State or Foreign Country of Residence: Delaware limited liability company

Sales contact: Taylor Baker

Telephone Number: 704-840-1032

Fax Number: 704-887-2916

Email: Taylor.Baker@theremigroup.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 VSS solicitation, the offer of the Bidder contained in the final Bid submitted by the Bidder, written clarifications or changes made in accordance with the provisions of the solicitation, and any other terms deemed necessary by the Agency, except that no objection or amendment by a Bidder to the provisions or terms and conditions of the solicitation shall be incorporated into the Contract unless the Agency has explicitly accepted the Bidder’s objection or amendment in writing. The contract terms and conditions contained in the VSS solicitation will be incorporated into the Contract.

The contract terms and conditions may be supplemented at the time of Contract execution and are provided to enable Bidders to better evaluate the costs associated with the solicitation requirements and the Contract. Bidders should plan on the contract terms and conditions contained in the VSS solicitation being included in any contract awarded as a result of this solicitation. All costs associated with complying with these requirements should be included in any pricing quoted by the Bidder. By submitting a Bid, each Bidder acknowledges its acceptance of the solicitation terms and conditions without change except as otherwise expressly stated in Attachment 3. If a Bidder takes exception to a provision, it must state the reason for the exception and the specific contract language it proposes to include in place of the provision. Exceptions that

materially change these terms or the requirements of the solicitation may be deemed non-responsive by the State, in its sole discretion, resulting in possible disqualification of the Bid. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.

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

#### 4.3 Terms and Conditions

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

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

#### 4.4 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.
- During the last five (5) years, describe any damages or penalties or settlements to resolve disputes entered into by Bidder under any of its existing or past contracts as it relates to goods and/or services performed that are similar to the goods and/or services contemplated by this RFB. If so, indicate the reason for the penalty or exchange of property, goods, or services and the estimated amount of the cost of that incident to the Bidder.
- During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity.
- During the last five (5) years, list and summarize all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Bidder or its officers have been a party.
- The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid or termination of any subsequent Contract.
- This is a continuing disclosure requirement. Any such matter commencing after submission of a Bid, and with respect to the successful Bidder after the execution of a Contract, must be disclosed in a timely manner in a written statement to the Agency.

No owners, officers, or primary partners have ever been convicted of a felony.

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**4.7 Bidder Reference**

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

Provided in separate section per Order of Contents.

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**4.8 Preference**

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

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

**4.9 Open Competition**

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

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

**4.10 Silence of Specification**

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

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

**4.11 FOB Destination, Freight Prepaid**

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

**4.12 Delivery Time**

Provide the expected number of days after receipt of order until delivered to the specified facility.  
Expected number of days: 5

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

**4.13 Award by Either**

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

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

**4.14 Administrative Fee**

In addition to the approved discounts or prices specified in the Contract herein, the Bidder shall pay to the Agency a 1.00% Administrative Fee on all sales made against this Contract. The fee shall be paid quarterly to the Iowa Department of Administrative Services, Central Procurement; Attn:

Chief Operating Officer, Level 3, Hoover State Office Building, 1305 E. Walnut Street, Des Moines, IA 50319-0105.

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

**4.15 Criminal History and Background Information**

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

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

**4.16 Insurance**

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

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

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

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

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

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

#### **4.16.3 Proceeds**

In the event the Agency or the State suffers a loss that may be covered under any of the insurance policies required, neither the Bidder nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the Agency and/or the State have fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Bidder hereby assigns to the Agency and the State all of its rights in and to any

and all payments and proceeds that may be made or payable under each policy of insurance required under this Contract.

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

**4.17 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

**4.18 Nonprofits**

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

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

**4.19 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? n/a

What discount will you give for payment in 30 days? n/a

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

**4.20 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: David Kundid at email address david.kundid@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

**4.21 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

**4.22 Firm Contract Pricing**

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

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

**4.23 Invoicing**

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

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

**4.24 Best and Final Offers**

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

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

**4.25 Adjustments in Pricing**

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

- Original pricing shall remain firm and fixed for at least 365 calendar days after the effective date of the contract.
- Be the result of increases at the manufacturer’s level, incurred after contract commencement date.
- Not produce a higher profit margin than that on the original contract.
- Clearly identify the items impacted by the increase.
- Be filed with State Procurement Coordinator a minimum of 60 calendar days before the effective date of proposed increase.
- Be accompanied by documentation acceptable to the State Procurement Coordinator sufficient to warrant the increase.
- United States published indices such as the Producer Price Index or other government data will be referenced to help substantiate the Bidder’s documentation. Informational **Only: At the time of publishing of the IFB, one related PPI appears to be (WPU): 05310105- Natural Gas (others may exist). A link to the PPI Commodity Data is available at:** <https://www.bls.gov/ppi/>
- The Adjustment shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
- Must not deviate from the contract pricing scheme/methodology.

•During the contract period, any price declines at the manufacturer’s level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.

•During the term of this contract, should the Contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, Contractor shall immediately amend the State contract to provide similar pricing to the State if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the State Procurement Coordinator of any such contracts entered into by Contractor.

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

**4.26 Additional Items**

The State reserves the right to add additional items 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

**4.27 Country of Origin**

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

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

**4.28 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

**4.29 Pricing Restrictions**

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

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

**Attachment #1  
Certification Letter**

**Alterations to this document are prohibited.**

(Date) 2/21/2022

David Kundid, 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 (**Name of Bidder**) Remi Holdings, LLC  
in response to Iowa Department of Administrative Services for RFB0222005069 for a Statewide Equipment Maintenance Management Program 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

Kristen Childers, Contract Manager  
Name and Title of Authorized Representative

2/21/2022  
Date

**Attachment #2**  
**Authorization to Release Information Letter**

**Alterations to this document are prohibited.**

(Date) 2/17/2022

David Kuidid, 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**

Kristen Childers, Contract Manager

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

2/17/2022

\_\_\_\_\_  
**Date**

**Attachment #3  
Exceptions Form**

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

<u>Section</u>	<u>Exception</u>
1. <u>Attachment 1 Certification Letter</u>	Remi is unable to sign due to an item which is detailed as part of section 4.6. This exception has had no impact on Remi's current customers and would have no impact on the State's EMMP requirements. Upon review of the additional details and confirmation by the State, Remi is able to sign the Certification Letter.
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

**Attachment #4**  
**Form 22 – Request for Confidentiality**

**SUBMISSION OF THIS FORM 22 IS REQUIRED**

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

**1. Confidential Treatment Is Not Requested**

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

**2. Confidential Treatment of Information is Requested**

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

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

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

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

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

**Part 1 – No Confidential Information Provided**

**Confidential Treatment Is Not Requested**

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
RFB Number

\_\_\_\_\_  
RFB Title

\_\_\_\_\_  
Signature (required)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**Part 2 - Confidential Treatment is Requested**

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

NOTE:

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

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

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

RFB Section :	Bidder must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Bidder must justify why the information should be kept in confidence.	Bidder must explain why disclosure of the information would not be in the best interest of the public.	Bidder must provide the name, address, telephone, and email for the person at Bidder's organization authorized to respond to inquiries by the Agency concerning the status of confidential information.
4.6 Terminations, Litigations, Debarment	Iowa Code Chapter 22.7.3	Trade Secrets	Identifies litigation not to be disclosed to the public. If released, would give advantage to competitors and serve no public purpose.	Kristen Childers 6325 Ardrey Kell Road, Ste. 200 Charlotte, NC 28277 Phone: 704-602-0833 Email: Kristen.Childers@theremigroup.com
4.6 Terminations, Litigations, Debarment	Iowa Code Chapter 22.7.3	Trade Secrets	Identifies specific information regarding a terminated contract not to be disclosed to the public. If released, would give advantage to competitors and serve no public purpose.	Kristen Childers 6325 Ardrey Kell Road, Ste. 200 Charlotte, NC 28277 Phone: 704-602-0833 Email: Kristen.Childers@theremigroup.com
4.7 Bidder Reference	Iowa Code Chapter 22.7.3	Trade Secrets	Current customer information is proprietary information and not public information and it identifies specific individuals' information as part of the RFP requirements not to be disclosed.	Kristen Childers 6325 Ardrey Kell Road, Suite 200 Charlotte, NC 28277 Phone: 704-602-0833 Email: Kristen.Childers@theremigroup.com

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

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

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

<u>Remi Holdings, LLC</u>	<u>RFB222005069</u>	<u>Statewide Equipment Maintenance Management Program</u>
Company	RFB Number	RFB Title
<u>Kristen Childers</u>	<u>Contract Manager</u>	<u>2/17/2022</u>
Signature (required)	Title	Date

February 9, 2022

To: All Potential Respondents  
From: David Kundid, Purchasing Agent  
Subject: RFB0222005069

### **Addendum One**

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

**Q1.** Pg. 10, Section 3, Specifications, 3.3. Equipment Maintenance Program Requirements. Please provide a clarification for this section. Specifically, how is "...at the same of better level(s) currently experienced through the existing equipment maintenance agreement" defined? For equipment currently under an equipment maintenance contract, does this mean the respondent would be required to offer the same level service the State receives today? For example, is the respondent required to offer services (received today) such as a centralized call center for the equipment, offer a vetting program to ensure the provider is fully qualified, offer sufficient staffing resources to serve the State's needs, etc.

**A1.** Yes, the same or better.

**Q2.** How does the State plan to monitor and audit the program to ensure the discounts offered in the response are consistently offered for each equipment category and each piece of equipment?

**A2.** The awarded Respondents shall provide a quarterly report. The items listed on the quarterly report shall be analyzed to ensure they are abiding by their discounts.

**Q3.** How will the State hold an awarded firm accountable for the discounts listed on their bid/resulting contract?

**A3.** The awarded Respondents shall provide a quarterly report. The items listed on the quarterly report shall be analyzed to ensure they are abiding by their discounts. The State shall notify the awarded Respondent about all discounts that differ. The contract shall be cancelled in the event the awarded Respondent does not abide by their proposed discounts.

The State or Political Subdivision shall be to call awarded Respondent to obtain discount and pricing.

**Q4.** Since this award will be based solely on the highest discount, what policies will be in place to prevent an awarded supplier from offering a very high discount and then being selective on the equipment they cover under the program? Will awardees be required to cover a certain amount of eligible equipment under the offered discount? What penalties will be in place if an awardee denies a certain number of requests to cover eligible items of equipment?

A4. A contract shall be established outlining the equipment covered in the resulting contract. The contract can be rescinded if the covered equipment is limited. The awarded Respondent shall cover the equipment as needed by the purchasing Agency or Political Subdivision. The resulting contract may be cancelled in the event that the Respondent denies requests to cover eligible item of equipment.

The award may be awarded to multiple Respondents depending on what commodities they shall cover.

Q5. Previous requirements of this contract included that the Respondent was underwritten by insurers that are a minimum A- rating and authorized to do business in the State of Iowa. Why would the State remove this risk related requirement that adds an extra layer of financial protection for the State?

A5. The State does require a minimum of an A- rating. An addendum shall be posted adding this as a requirement.

Q6. Pg. 12, Section 4.5, Specifications. Please provide what type of supportive information would be deemed as responsive to support Section 3.

A6. The Respondent provides all the information listed in the RFB. The Respondent shall be notified to provide clarifying questions if their Bid is deemed nonresponsive.

Q7. Pg. 12, Section 4.5, Terminations, Litigation, Debarment. This section states, in part, "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." Pg. 20, Attachment #1, Certification Letter. Certification Regarding Debarment, in part states, "...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." These two sections seem to be inconsistent (five years or three years). Please clarify. If this requirement does apply, how and where in the response does a Respondent offer the detailed explanation of the circumstances and is it permissible for a Respondent not to sign the certification provided an explanation is included?

A7. The Respondent can list the information on the RFB document or provide an attachment with the information.

Q8. How will the State review the Respondent's terms and conditions of coverage? Is the Offeror able to submit their coverage terms for review to be negotiated if awarded a contract (standard service agreement terms)?





Governor Kim Reynolds  
Lt. Governor Adam Gregg

Adam Steen, Director

- A8. The terms on conditions for the contract are located at the link below. The Respondent shall be allowed to submit exceptions with their bid.

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



February 9, 2022

To: All Potential Respondents  
From: David Kuldig, Purchasing Agent  
Subject: RFB0222005069

### Addendum Two

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

- 1) The State of Iowa requires the Respondent shall be underwritten by insurers that are a minimum A- rating and authorized to do business in the State of Iowa.
- 2) The Respondent shall provide an attachment with the a list of eligible equipment types for each category:
  - a. Office Automation
  - b. IT, Data Processing
  - c. Mail Room
  - d. Communication
  - e. Security/Alarm
  - f. Research & Investigation Lab
  - g. Facilities
  - h. Healthcare

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

I hereby acknowledge receipt of this addendum.

*Kristen Childers*

Signature

2/17/2022

Date

Kristen Childers

Typed or Printed Name



February 16, 2022

To: All Potential Respondents  
From: David Kuldig, Purchasing Agent  
Subject: RFB0222005069

**Addendum Three**

**Please amend the subject RFP to include:**

- 1) The State of Iowa shall allow the use of the awarded Master Agreement(s) by other state agencies, political subdivisions and other Participating Entities authorized by individual state's statutes to use state contracts are subject to approval of the respective State.

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

I hereby acknowledge receipt of this addendum.

*Kristen Childers*

Signature

2/17/2022

Date

Kristen Childers

Typed or Printed Name

## SPECIFICATIONS

Remi understands and accepts the requirements set forth in Section 3 – Specifications by the State of Iowa for a Statewide Equipment Maintenance Management Program (EMMP). Remi's solution will provide continuity for its current offering to the State and shall meet or exceed the State's expectations as detailed in our response.

### Experience

Remi has provided EMMPs for more than 20 years, with many of our statewide programs renewing for more than 10 years. We provide EMMPs for some of the largest states and systems of higher education in the country as well as numerous federal government organizations, healthcare facilities, research institutions, and private companies. Remi has analyzed more than 1,000,000 service contracts, covered hundreds of thousands of pieces of equipment, consults on more than 38,000 service events annually, reviews and processes more than 40,000 invoices annually, and works with more than 2,000 service vendors. Our proprietary system is comprised of 20 years' worth of equipment and service vendor data. Our experience in this field has provided us the capability to be flexible to meet the needs of our customers. Remi's knowledgeable and experienced personnel coupled with its established technology have led to the success of its program.

### Full-Service Maintenance Coverage Overview

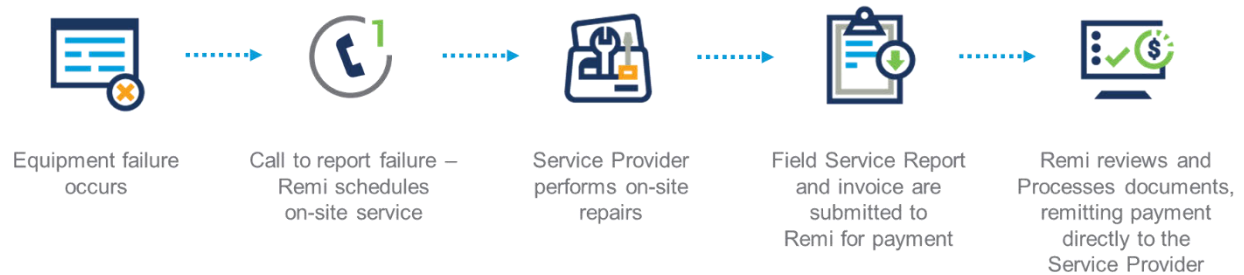
Remi's Equipment Maintenance Agreement (EMA) covers the cost of on-site repair service, parts, labor, travel, and preventative maintenance visits per OEM specifications with no deductible. While Remi does not directly employ service technicians, the proposed EMA allows use of qualified service providers from Remi's Vendor Network (including manufacturers and independent service organizations) to accomplish services. Core features of Remi's EMMP include:

- Coverage for on-site repair service, parts, labor, travel, and preventative maintenance visits.
- Routine services provided by qualified provider.
- Repair coverage by qualified service provider during standard business hours of 8am-5pm, Monday through Friday.
- Response by Remi Dispatch Service Center to service requests by telephone within one (1) hour of notification during normal business hours and no more than two (2) hours when called after normal business hours.
- Internet-Based Management Reporting System (Remi Online).

### Dispatch Service Center

Equipment end users will initiate service by calling the Remi Dispatch Service Center. Remi's Service Representatives will collect necessary information about the specific service need and immediately contact the designated service provider to initiate service. The Remi Dispatch Service Center offers a single point of contact for initiating all maintenance service requests and is fully staffed 7:30am–8:00pm Eastern Standard Time. Most calls are answered on the first attempt by a live operator without an automatic pre-screening or hold time. The Dispatch Service Center is available outside of normal business hours to field questions and place service calls.

## How the Program Works



## Vendor Service Network

Remi maintains strategic relationships with a wide range of qualified service organizations, inclusive of OEMs and qualified independent service organizations. Remi has provided equipment management services for over 20 years and currently manages over 38,000 service events annually. Remi's Vendor Team continually searches for quality vendors to add to its vendor network database, and regularly identifies qualified small business vendors to perform service.

## Preventative Maintenance

Remi provides coverage of annual Preventative Maintenance (PM) visits per OEM specifications, which includes all parts required to complete the PM. The PMs are performed by a qualified service technician in accordance with OEM guidelines at a time and date mutually acceptable to the equipment end user and the service vendor. The service vendor will confirm the system is performing in accordance with the manufacturer's performance standards upon completion via a Contractor Service Report.

## Labor

Remi provides 24x7x365 labor coverage at the service vendor's standard labor rates. This additional coverage lessens excess costs associated with potential after hours services. By way of example, if a service vendor's standard labor/travel rate is \$300/hour and the weekend/after-hours rate is \$500/hour, Remi will provide coverage at the standard rate 24x7x365. If an agency approves an emergency service request on a weekend, the agency will only be responsible for the difference between the weekend/after-hours rate and the standard rate (\$500-\$300 = \$200/hour). If the current contract provided for a quotation contains overtime coverage, Remi will match that coverage to include the overtime coverage within its program fee.

## Software

Software updates and revisions are limited to those which are provided by the OEM, or qualified ISO, at no additional cost during a corrective and/or preventative maintenance service. These OEM-sponsored updates address error revisions and/or reliability fixes to an existing software license. Other software maintenance, including elective enhancements and billable upgrades, are not covered under the agreement.

## Loaner Equipment

Remi's Equipment Maintenance Agreement provides coverage for the cost of substitute or loaner equipment and/or components, when available from the manufacturer, for up to ten (10) days.

### **Maintenance Cost Control**

In the event the cost of any individual maintenance or repair service is expected to exceed \$7,500, Remi provides an internal Escalation Team to review the proposed solution from the service provider. The Escalation Team conducts a cost-reasonableness review to confirm that the proposed solution is the most cost-effective option. If necessary, Remi utilizes additional qualified service providers and parts sources to manage the service event in the most cost-effective manner.

### **Remi Online**

Remi offers detailed reporting to EMMP participants via its secure website, Remi Online. Program reporting is updated in real-time and provides individuals with the ability to view maintenance history reports, covered equipment data, vendor usage reports, and more. Equipment maintenance activity is available 24x7 through Remi Online.

### **EMMP Price Quotes**

Remi's experienced Pricing Team reviews submitted service contract and equipment information consisting of identifying included coverage, service levels, contract termination dates or associated fees, etc. During the pricing analysis, all eligible equipment is priced by applying at least the minimum fixed contractual discount to the total price of the current service agreements based on equipment categories. The quote details the equipment information broken out by agreed upon location or identification codes as determined by the participating agency. The quote provides the equipment item description, quantity, model, serial number, annual preventive maintenance coverages, current vendor contract expiration date, current vendor contract price, special inclusions/exclusions, and Remi's annual program price.

### **Insurance Underwriter**

To meet the requirements of the RFB, Remi will continue to be underwritten by insurers that are a minimum A- rating and authorized to do business in the State of Iowa.

### **Implementation**

At the onset of the agreement, the participating agency will receive a welcome email and welcome packet including equipment tags, full equipment schedule, and Dispatch Client Reference Guide. In addition, the participating agency may join a formal implementation call hosted by a designated Remi representative to provide an overview of operational processes and ensure seamless service delivery during the contract term. Following implementation, the participating agency will have access to a dedicated Customer Service Team that is readily available to address any agreement related questions. This team is fully equipped and staffed to answer all questions and to assist with any equipment updates and requests in a timely fashion.

### **Addition or Removal of Equipment**

Remi allows for the addition or removal of equipment at any time during the coverage term per its EMA. The total cost of equipment maintenance per covered item is prorated to the number of days of coverage on the program. Remi's Customer Service Team will work with each participating agency to process any changes to their covered equipment, including annual renewal of their Equipment Maintenance Agreement.

### **Equipment Maintenance Agreement**

Remi's EMA provides clarity for what is covered when equipment is placed on the EMMP like an OEM or independent service organization service agreement. The EMA does not modify any terms and conditions of the contract with the State and may be adjusted as required. The EMA is provided on the following pages.



## EQUIPMENT MAINTENANCE AGREEMENT

### STANDARD TERMS AND CONDITIONS -EQUIPMENT MAINTENANCE

#### A. AGREEMENT

In return for **Your** payment of the **Agreement Amount**, **We** provide the coverage described herein subject to all the terms of this **Agreement**.

#### B. SERVICES

**We** will provide Corrective Maintenance and Preventative Maintenance services ("Service(s)") to return **Covered Equipment** to **Effective Operation** due to a **Precipitating Condition** during the **Agreement Period**.

#### C. DEFINITIONS

"**Actual Cash Value**" means the market value of the **Covered Equipment** or of similar equipment of equivalent age, kind, and functionality at the time of the **need for Service**.

"**Agreement**" means this Equipment Maintenance Agreement including the Standard Terms and Conditions identified in pages 1-3; **Schedule of Covered Equipment**; and any resultant modifications agreed to by both parties.

"**Agreement Period**" means term commencing as the **Effective Date** and ending on the **Expiration Date** or earlier termination date, if applicable.

"**Agreement Amount**" means the amount identified above that **You** pay to **Us** for the **Service** provided under this **Agreement**.

"**Corrective Maintenance Service**" means necessary, standard, and customary coverage for **Services** provided to **You** to restore **Covered Equipment** to **Effective Operation** including the cost of parts, **Labor**, travel, taxes, and shipping charges.

"**Covered Equipment**" means equipment owned or leased by **You** or equipment in **Your** care, custody or control, that is identified in the **Schedule of Covered Equipment**.

"**Effective Operation**" means the ability of **Covered Equipment** to render the same or similar service as prior to the development of a **Precipitating Condition** and operating within Original Equipment Manufacturer's specifications for the **Covered Equipment**.

"**Labor**" is defined as seven (7) days per week, twenty-four (24) hours per day at the vendor's prevailing labor rates. The Purchaser is responsible and assumes all risk for any costs associated with overtime, weekend or holiday repairs unless otherwise noted in the itemized quotation. The Government does not expect or require repairs to be accomplished after normal working hours, weekends or holidays unless specifically noted in the itemized quotation.

"**Precipitating Condition**" means an impairment of the **Effective Operation** of **Covered Equipment** arising from electrical or mechanical failure.

"**Preventative Maintenance Service**" means standard and customary preventative maintenance services rendered to **You** upon **Covered Equipment**. This **Agreement** does not cover **Preventative Maintenance Service** unless the coverage has been specifically purchased by **You**, as reflected on **Your Schedule of Covered Equipment**.

"**Prorated Fee**" means the **Agreement Amount** adjusted for the time period the **Covered Equipment** was covered by this **Agreement** during the **Agreement Period**.

"**Provider**" means Remi and may also be referred to as **We**, **Us** or **Our**.

"**Purchaser**" means the entity identified in the **Schedule of Covered Equipment** of this **Agreement** and may also be referred to as "**You**" and "**Your**".

"**Schedule of Covered Equipment**" is attached and incorporated by this reference into this **Agreement** and identifies the **Covered Equipment** which **We** will provide corrective and preventive maintenance service during the **Agreement Period**, if all other conditions of this **Agreement** are met.

"**Service**" means administration of equipment maintenance management programs.

#### D. TERMS AND CONDITIONS

##### 1. Agreement Period and Territory

This **Agreement** applies only to a need for **Service** that occurs:

- During the **Agreement Period**;
- Within the effective coverage period for each piece of **Covered Equipment** as specified on the **Schedule of Covered Equipment**; and
- While the **Covered Equipment** is physically located within the United States.

##### 2. Request for Service

a. In order to receive coverage for **Corrective Maintenance Service** or **Preventative Maintenance Service** under this **Agreement**, **You** must report the need for **Service** to **Us** in compliance with all the terms and conditions of this **Agreement**.

b. **You** must report the need for **Service** to **Us** within ninety (90) days from the date of the failure or event necessitating the **Service**.

c. **You** must provide satisfactory reporting of need for **Service** to **Us** regarding the need to enable **Us** to determine if the **Corrective Maintenance Service** or **Preventative Maintenance Service** reported are within the scope of coverage defined in this **Agreement** and the reporting must be received by **Us** within ninety (90) days of the date of **Service**.

d. Satisfactory reporting of a need for **Service** includes, at a minimum, a description of the **Covered Equipment** involved and the nature of the apparent need for **Service**.

e. **You** agree to cooperate and assist in the collection of additional information and documentation necessary to evaluate the facts surrounding any reported need for **Service**.

f. **We** will not be liable for any need for **Service** in which there is a failure to comply with this paragraph 2.

##### 3. Replacement of Covered Property

a. If it appears to be more cost effective to replace **Covered Equipment** than repair, **You** must report this to **Our** Engineering Support Hotline at 877-275-7364 prior to authorizing the replacement of **Covered Equipment**.

b. If a failed sub-assembly may necessitate the replacement of an entire system component (by way of example and not limitation, a failed circuit card necessitating the replacement of an entire console and monitor), **You** must report this to **Our** Engineering Support Hotline at 877-275-7364 prior to authorizing the replacement of the entire system component.

c. If **We** agree that replacement of **Covered Equipment** is more cost effective than repair, **You** may substitute equipment of a similar kind, age, model, and manufacturer. Written authorization must be obtained from **Us** prior to the replacement of any **Covered Equipment**.

d. **We** will not be liable for any unauthorized replacement of **Covered Equipment**.

##### 4. Notification of Service Exceeding \$7,500

a. If **Corrective Maintenance Service** or **Preventative Maintenance Service** may exceed \$7,500 **You** must report this to **Our** Engineering Support Hotline at 877-275-7364.

b. **You** agree that **Our** Engineers and Specialists will be allowed to ensure service is performed in a cost effective manner. **We** have the right to deploy alternative vendors and source equivalent parts to return the **Covered Equipment** to **Effective Operation**. **We** agree that any alternative solution **We** propose will use parts and services that comply with the Original Equipment Manufacturer's (OEM) specifications for the **Covered Equipment**.

##### 5. In-House Repair Reimbursement

a. **We** agree that members of **Your** staff may perform **Labor** to restore **Covered Equipment** to **Effective Operation**.

b. **You** agree that **Your** staff that performs **Labor** upon **Covered Equipment** will have the necessary skill, experience, training, and license(s) or manufacturer certification(s) required to perform the **Labor**.

##### 6. Rental of Substitute Equipment

**We** agree to provide rental or loaner charges for substitute equipment of like kind, for no more than ten (10) days. The total coverage for rental or loaner charges plus **Corrective Maintenance Service** and **Preventative Maintenance Service** shall not exceed the **Actual Cash Value** of the **Covered Equipment** at the time of need for repair.

#### 7. Preventive Maintenance

If **You** have purchased coverage for **Preventative Maintenance Service**, as reflected on **Your Schedule of Covered Equipment**, preventative maintenance services will be provided in compliance with the Original Equipment Manufacturer's specifications for the **Covered Equipment** and at the frequency defined on **Your Schedule of Covered Equipment**. **We** are under no obligation to provide more than the number of preventative maintenance events defined on **Your Schedule of Covered Equipment**. If **You** remove equipment from the **Schedule of Covered Equipment** or cancel this **Agreement**, **We** will only provide **Preventative Maintenance Service** prorated over the period of time of the coverage. By way of example, but not limitation, if the **Covered Equipment** was scheduled to have four (4) preventative maintenance inspections per year and the **Covered Equipment** is removed from the **Agreement** after six (6) months, the number of prorated preventative maintenance inspections would be two (2) calculated as  $[(6/12) \times 4]$ . **You** will be responsible for any charges exceeding the prorated amount.

#### 8. Repair Coverage

**We** will not provide repairs for more than the **Actual Cash Value** of the **Covered Equipment** at the time of need for repair. The value will be ascertained or estimated on the basis of **Actual Cash Value** of property similar in kind, age, model and manufacturer to the **Covered Equipment** at the place and time of the need for repair.

#### 9. Prior Precipitating Condition

**We** will not cover any **Repair** that results from a **Precipitating Condition** that exists prior to the effective date of coverage for the **Covered Equipment** under this **Agreement**.

#### 10. Protective Safeguards and Physical Environment

**You** agree to maintain throughout the **Agreement Period** of this **Agreement** such protective safeguards as were in existence at the time of or installed subsequent to the first **Effective Date** of this **Agreement**. Upon discovery of a **Precipitating Condition**, which may give rise to a need for repair under this **Agreement**, **You** must take all reasonable steps within **Your** power to minimize the need for repairs. **You** further agree to take due care to maintain a physical environment (levels of temperature, humidity, dust, etc.) in keeping with the Original Equipment Manufacturer's recommendations for the **Covered Equipment**.

#### 11. Alteration of Risk

**You** must provide **Us** notice in writing regarding any material change varying the facts or circumstances surrounding the **Covered Equipment**, such as the movement of **Covered Equipment** or nearby construction. **We** reserve the right to request an equitable adjustment to this **Agreement** if there is such alteration of risk. If **You** fail to notify **Us** of alteration of risk, which results in a need for repair under this **Agreement**, **We** reserve the right to deny **You** coverage for **Corrective Maintenance Service** or **Preventative Maintenance Service**.

#### 12. Our Options

**We** have the right to any salvage value, exchange credit or replaced hardware as a result of the **Service** under this **Agreement**.

#### 13. Changes to Schedule of Covered Equipment

- During the **Agreement Period**, **You** must request all changes to the **Schedule of Covered Equipment** to **Us** in writing. If **We** accept the requested change, the effective date of the change will be either the date **You** notify **Us** in writing or an agreed future date. **You** agree that any equipment **You** request to be added for coverage will be in good working order with no known **Precipitating Condition**.
- All changes to the **Schedule of Covered Equipment** acceptable to **Us** will be bound by a written modification to the **Agreement** issued by **Us**. **You** agree to pay any additional **Agreement Amount** **We** charge for the changes to the **Schedule of Covered Equipment**.
- We** are not liable for any **Loss** or return of the **Agreement Amount** associated with unauthorized changes to the **Schedule of Covered Equipment** not agreed to by **Us** in accordance with this paragraph 13.

#### 14. Other Agreements

- This **Agreement** shall not apply to service to any **Covered Equipment** that is covered under any other warranty, guarantee, maintenance contract, service contract, insurance contract or any third party agreement.
- The terms and conditions of any warranty, maintenance contract, service agreement, or any other contract or agreement that **You** enter into with any third party does not bind **Us** regarding any **Covered Equipment**, unless **We** consent to the agreement in writing.

#### 15. Purchase of Goods and Services

Notwithstanding any other provision of this **Agreement**, **We** shall act as the prime contractor for all goods and services to be provided by outside vendors under this **Agreement**.

#### 16. Examination of Records, Inspections

**We** have the right to inspect **Your Covered Equipment** and the associated physical environment at any time during the **Agreement**. This inspection may be made by **Us** or may be made on **Our** behalf.

#### 17. Assignment

This **Agreement** may not be assigned without mutual written approval.

#### 18. Cancellation

- You** may cancel this **Agreement** by providing thirty (30) days written notice to **Us** and payment for the amount applicable for the time period that the **Agreement** was in effect.
- We** may cancel this **Agreement** by written notice sent to **You** at **Your** last mailing address known to **Us**. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.
- If **We** cancel this **Agreement** for any reason other than nonpayment of fees, **We** will give **You** written notice at least thirty (30) days in advance of cancellation. The notice will state the time that the cancellation is to take effect. If **We** cancel this **Agreement** for nonpayment of fees, cancellation shall be effective on the date that prior paid fees are fully earned by **Us**.
- We** will calculate **Your** return fees, if any, and refund **You** with the cancellation notice or within a reasonable period of time.

#### 19. Appraisal

If **You** and **We** do not agree on the amount of the repair, the **Actual Cash Value** of the **Covered Equipment** or the cost to repair or replace the **Covered Equipment** either party may demand that these amounts be determined by appraisal. If either party makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within twenty (20) days after the receipt of the written demand. The two appraisers will select a competent, impartial umpire within fifteen (15) days, if they cannot agree on an umpire, **You** or **We** may ask a judge of a court in the state where the appraisal is pending to select an umpire.

The appraisers will determine:

- the **Actual Cash Value** of the **Covered Equipment**; and
- the cost to repair or replace the **Covered Equipment**.

Each amount will be stated separately.

If the appraisers submit a written report of the appraisal to **Us**, the written appraisal will establish the aforementioned amounts. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. A written appraisal by any two of these three will establish the amounts stated above.

Each appraiser will be paid by the party selecting that appraiser. The compensation of the umpire and any other expenses of the appraisal will be shared equally by **You** and **Us**.

#### 20. Disputes

No suit to recover for a **Loss** may be brought against **Us** unless:

- all of the terms of this **Agreement** have been complied with; and
- the suit is commenced within one year after the date of the service call.

#### 21. Limitation of Liability and Warranties

- Liability Limitation** - In no event shall **We** be liable for any incidental, special, statutory, indirect or consequential damages, including, but not limited to, lost profits, revenue, or down time delay, market loss, loss of use or, business interruption. **Our** liability for any damage arising from a cause of action in contract, tort or otherwise shall be limited to the **Prorated Fee** **You** have paid to **Us** during the preceding 12 months.
- Warranty** - **We** warrant to **You** that the **Services** provided under this **Agreement** shall be performed in a professional manner by qualified personnel. If the **Services** have not been so performed and **We** receive from **You** within thirty (30) days of the occurrence a written report detailing the basis of the non-conformance and agree with **You**, **We** shall re-perform those **Services**. This remedy is **Your** sole and exclusive remedy and is in lieu of any other rights or remedies **You** may have against **Us** with respect to non-conformance of the **Services**.
- We** make no warranty with respect to services or parts provided by vendors.



EXCEPT AS PROVIDED IN PARAGRAPH 21b, WE MAKE NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ALL SUCH WARRANTIES ARE SPECIFICALLY DISCLAIMED.

## 22. Renewals

This **Agreement** will be automatically renewed unless a written cancellation notice is provided by **You** to **Us** thirty (30) days prior to renewal date. **We** reserve the right to change coverage benefits and **Annual Agreement Amount** upon renewal, provided **We** send written notice to **You** of such changes prior to renewal. **We** reserve the right to non-renew this **Agreement** provided **We** give **You** thirty (30) days written notice prior to the renewal date.

## 23. Entire Agreement/Severability

This **Agreement** contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all other prior agreements. No alteration, waiver, or modification of this **Agreement** will be valid unless made in writing and signed by an authorized representative of each Party.

If any provision of this **Agreement** shall be rendered illegal or unenforceable by the laws of any state, such provision shall be considered void in such state, but this shall not affect the validity or enforceability of any other provision of this **Agreement** or the enforceability of such provision in any other jurisdiction.

## 24. Contractual Liability/Service Contract Reimbursement Insurance

Obligations under this **Agreement** are fully insured under a Service Contract Reimbursement Insurance Policy issued by CNA Warranty Services, Inc. which may be contacted at 333 S Wabash Ave, Chicago, IL 60604. If covered **Losses** under this **Agreement** are not paid within sixty (60) days from making satisfactory Notice of Loss, then **You** may apply for reimbursement directly to CNA Warranty Services, Inc. by contacting their Offices at 1-866-298-3372. **We** retain the sole and absolute right to change, without notice, the insurance company providing service contract reimbursement insurance under this **Agreement** to another insurance company with an A- rating or better in the current Best's Insurance Reports published by A.M. Best Company.

## E. EXCLUDED COVERAGE

**We** will not pay for **Corrective Maintenance Service** or **Preventative Maintenance Service** caused directly or indirectly by any of the following:

1. Any cost customarily covered under the following commercial insurance forms: Boiler & Machinery; Automobile; Crime; Electronics Data Processing; Business Interruption or Time Element; Fire & Extended Coverage; or Named Peril, Special or All Risk Property;
2. Flood, sewer or drain back-up or earth movement, including earthquake, landslide, mudflow, and earth sinking, rising or shifting, unusual atmospheric conditions, power surges, power outages or acts of God;
3. Insect or vermin damage;
4. Obsolescence of **Covered Equipment**; including equipment that can no longer be returned to **Effective Operation** because of technology changes or the unavailability of parts or manufacturers support;
5. War, including undeclared war, civil war, insurrection, rebellion, revolution, terrorism, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of

these. Discharge of a nuclear, biological, or chemical weapon(s) will be deemed a warlike act even if accidental;

6. Radioactive Contamination, meaning: Ionizing radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
7. Vandalism, defacement, malicious mischief, abuse, misuse, or theft;
8. Negligent, Willful, fraudulent or dishonest act or omission by **You**;
9. Ordinances, regulations, laws, court actions, or accreditation testing;
10. Software or software virus except for reloads of software owned by **You**; or
11. Vendor, contractor, or in-house maintenance or operator error, negligence, faulty workmanship, improper installation, improper maintenance, negligence or fraud.

## F. EXCLUDED COSTS

Unless the coverages defined below are specifically purchased by **You**, which will be identified on **Your Schedule of Covered Equipment**, **We** will not pay any cost associated with:

1. Emergency service fees or special service assessments beyond normal labor and travel expenses;
2. Repair or replacement of operating supplies, consumables, disposables, expendables, accessory items or **Preventative Maintenance Charges**;
3. Expenses incurred when no problem is found with the **Covered Equipment**;
4. Improvements, updates, upgrades, cosmetic restorations, preferential equipment adjustments, retrofits, overhauls, refurbishment, or correcting conditions of obsolescence and all costs of repairing or replacing parts when the discovery of deficiencies occurs as a result or in conjunction with any of these;
5. Expenses incurred for functions and services normally performed by the equipment operator;
6. Expenses or fees associated with the re-stocking of unused parts;
7. Maintaining or repairing **Covered Equipment** mounting hardware, supports, fixtures, or furniture;
8. Trace gas analysis, safety checks, certifications, or calibrations;
9. Repair or replacement of X-Ray tubes, pick-up (PMT) tubes, image intensifiers, digital detectors, glassware, transducers, probes, MRI magnets, coils, cryogenics, crystals, wave guides, shock wave generators, magnetrons, klystrons, thyratrons, fiber optics, laser systems, laser bench, mammo paddles, lights, uninterrupted power supplies (UPS), drums, including copier drums and laser imaging drums, equalization, repair, or replacement of batteries, battery cells or electrodes;
10. Loaner charges or rent for replacement CT's, PET Scanners, MRI's, Nuclear Medicine Labs, Cath Labs, or Oncology Systems;
11. Repairs and expenses associated with de-installation, movement, or installation of **Covered Equipment**;
12. **We** will pay only for the cost to repair the impaired sub-assembly if there is a **Loss to Covered Equipment** that is comprised of many sub-assemblies.

This **Agreement** will be incorporated into the awarded contract or purchase order as an attachment.

In case of a conflict between the terms and conditions of this **Agreement** and the terms and conditions of a purchase order or **Your** awarded contract, the terms of **Your** purchase order or awarded contract will govern.



# Eligible Equipment Types

## Office Automation

Archive Writers  
Automated Filing Systems  
Binding Machines  
Embossers  
Hole Punchers  
Letter Openers  
Mail Inserters  
Mail Sorters  
Mailing Systems  
Micro-Film Readers/Printers  
Micrographics Readers  
Printers  
Scanners  
Shredders  
Sorters  
Stackers

## Information Technology

Archiving Appliances  
Back-up Systems  
Data Management Systems  
Laptops  
Mainframes  
Network Devices  
Network Storage  
PCs & Peripherals  
Servers  
Uninterruptible Power Supply

## Security & Communication

Access Control Systems Alarm Systems  
Cameras  
Card Access Systems  
Fingerprint Systems  
Metal Detectors  
Security Access Systems  
Two-Way Radios  
Video Surveillance Systems  
Voice Mail Systems

## Healthcare

Arrhythmia Computers  
Bone Densitometers  
C-Arms  
Cardiac Cath Systems  
Cardiac Output Computers  
CR Readers  
CT Scanners  
Defibrillators  
Fluoroscopic Rooms  
Gamma Cameras  
Imager Fluorescence  
Laser Imagers  
Linear Accelerators  
Mammography Units  
Monitors  
MRIs  
PACS  
Patient Data Monitoring  
Portable X-Ray Machines  
Stress Test Systems  
Tables  
Ultrasound Units  
X-Ray/Fluoroscopic Units  
X-Ray Units  
Workstations

## Healthcare Surgery

Ablation Systems  
Analyzers  
Biopsy Systems  
Cameras  
Docking Stations  
Electrosurgical Units  
Image-Guided Surgery Systems  
Lasers  
Microscopes  
Phacoemulsifiers  
Smoke Evacuation Systems  
Surgical/Exam Lights  
Ultrasounds

## Healthcare Eye Care

Analyzers  
Autorefractors  
Auto Lensmeters  
Auto Tonometers  
Corneal Topographers  
Cryosurgical Units  
Electrosurgical Units Lasers  
Layout Blocking Systems  
Ophthalmic Lens Blockers  
Optical Biometry Systems  
Patternless Edgers  
Phacoemulsifier Aspirators  
Refrigerators  
Retinal Cameras  
Slit Lamps  
Surfacers  
Surfacing Labs  
Surgical Lights

## Research and Laboratory

Analyzers  
Autosamplers  
Cell Sorters  
Centrifuges Chromatography  
DNA Sequencing  
Flow Cytometers  
Fluorometers  
Incubators  
Lasers  
Liquid Handling Workstations  
Mass Spectrometers  
Microplate Readers  
NMR Systems  
Particle Counters Projectors  
Refrigerator/Freezers Robotic Systems  
Scanners  
Spectrometers  
Spectrophotometers  
Synthesizers  
Tabletop Microscopes  
TEM/SEM Microscopes  
Thermocyclers  
Tissue Processors

## Facilities

Bakery Ovens  
Barcode Scanners  
Cash Registers  
Check Scanners  
Currency Sorters  
Drive-up Systems  
Electronic Scales  
Food Packaging Sealers  
Printer/Label Makers Meat Saws  
Meat Slicers  
Meat Tenderizers  
Mixers  
Proof Boxes  
Refrigeration Systems  
Warmers  
Wrappers

#### 4.6 Terminations, Litigation, Debarment

- 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.

**CONFIDENTIAL. The following details related to the termination of a contract with Remi are considered confidential as listed on Form 22 under Iowa Code Chapter 22.7.3.**

Redacted for Public Copy.

- 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.

**CONFIDENTIAL. The following details related to litigations with Remi are considered confidential as listed on Form 22 under Iowa Code Chapter 22.7.3.**

Redacted for Public Copy.

**4.7 Bidder Reference**

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

Remi currently provides EMMPs for more than 20 statewide programs, federal government agencies, colleges and universities, cities and counties, public school systems, hospitals and healthcare facilities, research laboratories, and commercial businesses. Below are three (3) customers knowledgeable of Remi's performance providing the services described in this solicitation.

**CONFIDENTIAL. The following references contain current Remi customer information and are considered confidential as listed on Form 22 under Iowa Code Chapter 22.7.3.**

Redacted for Public Copy.

End of confidential information.