

**Attachment #1
Form of Bid**

Bidder is to complete the following. Fill out items with blanks. Indicate "yes" or "no" on items requesting agreement. If a "no" response is indicated, exception must be noted on Attachment #5.

1. Bidder Information

Business Name: Midwest Fence & Gate Company
Official Address: 3465 Maple Drive
Fort Dodge, Iowa 50501
Firm's State or Foreign Country of Residence: Iowa
Sales contact: Dave O'Brien
Telephone Number: (515) 576-5078
Email: dave@midwestfenceandgate.com
Contractor Registration Number: C095891

2. Contract Terms and Conditions

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

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

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

engage in post-contract negotiations and amendments of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the Agency rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Bidder's bid. This applies to any language appearing in or attached to Bidder's bid that purports to vary any terms and conditions or instructions herein or to render the bid non-binding or subject to further negotiation. Bidder's bid shall constitute a firm offer. By submitting a Bid, each Bidder acknowledges its acceptance of the solicitation terms and conditions without change.

Bidder has read and agrees to this section:

Yes



No

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3. Terms of Pcard Acceptance

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

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

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

Bidder has read and agrees to this section:

Yes



No

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4. Specifications

Bidder is able to provide specifications as specified in Section 4. By indicating "yes", a Bidder agrees that it shall comply with those requirements throughout the full term of the resulting Contract, if the Bidder is successful.

Bidder has read and agrees to this section:

Yes



No

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5. Bidder Experience

The Bidder must provide the following information regarding its experience:

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

Company established in 1993 or 28 years of experience. We specialize in fencing installation of various products including but not limited to chainlink, wood, ornamental, vinyl, security for commercial and industrial customers.

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.

None of the above apply.

7. Bidder References

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

Document attached

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

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No

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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

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No

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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

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No

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11. FOB Destination, Freight Prepaid

Bidder has read and agrees to this section:

Yes

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No

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12. Criminal History and Background Information

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

Bidder has read and agrees to this section:

Yes

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No

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13. Insurance

The Contract will require the successful Bidder to maintain insurance coverage(s) in accordance with the contractual provisions. Bidder shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Agency, insurance covering its work of the type and in amounts required by this Contract. Bidder's insurance shall, among other things, insure against any loss or damage resulting from or related to Bidder's performance of this Contract regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Contract shall: (i) be subject to the approval of

the Agency; (ii) remain in full force and effect for the entire term of this Contract; and (iii) not be canceled, reduced or changed without the Agency's prior written consent. The State of Iowa and Agency shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: "It is hereby agreed and understood that the State of Iowa and the Agency are named as additional insured, and that the coverage afforded to the State of Iowa and the Agency under this policy shall be primary insurance. If the State of Iowa or the Agency have other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer's liability under this policy shall not be reduced by the existence of such other insurance." Unless otherwise requested by the Agency, Bidder shall cause to be issued insurance policies with the coverages set forth below:

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

13.1 Certificates of Coverage

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

provision of this Contract, Bidder shall be fully responsible and liable for meeting and fulfilling all of its obligations. Acceptance of the insurance certificates by the Department shall not act to relieve Bidder of any obligation under this Contract. Bidder shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Bidder shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Bidder.

13.2 Waiver of Subrogation Rights

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

13.3 Proceeds

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

Bidder has read and agrees to this section:

Yes



No

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14. Defective Equipment

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

Bidder has read and agrees to this section:

Yes



No

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15. Standard of Quality

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

Bidder has read and agrees to this section:

Yes

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No

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16. Nonprofits

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

Bidder has read and agrees to this section:

Yes

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No

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17. Quarterly Report

The Bidder shall provide an electronic detailed quarterly report on ALL sales made under this Contract via e-mail to the Issuing Officer listed on the RFB cover page. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Bidder's Bid must include a sample report and a description of the reporting that will be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

Bidder has read and agrees to this section:

Yes

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No

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18. Public Entities (Political Subdivisions)

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

Bidder has read and agrees to this section:

Yes

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No

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19. Bidder Registration (Construction Solicitations)

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

Bidder has read and agrees to this section:

Yes

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No

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20. Firm Contract Pricing

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

Bidder has read and agrees to this section:

Yes

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No

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21. Invoicing

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

registration to do business with the State of Iowa. Payment terms on the invoice must match the payment terms agreed to in the RFB bid submission.

Bidder has read and agrees to this section:

Yes

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No

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22. Best and Final Offers

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

Bidder has read and agrees to this section:

Yes

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No

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23. Adjustments in Pricing

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

- Original pricing shall remain firm and fixed for at least 365 calendar days after the effective date of the contract.
- Be the result of increases at the manufacturer's level, incurred after contract commencement date.
- Not produce a higher profit margin than that on the original contract.
- Clearly identify the items impacted by the increase.
- Be filed with State Procurement Coordinator a minimum of 60 calendar days before the effective date of proposed increase.
- Be accompanied by documentation acceptable to the State Procurement Coordinator sufficient to warrant the increase.
- The Adjustment shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
- Must not deviate from the contract pricing scheme/methodology.
- During the contract period, any price declines at the manufacturer's level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.
- During the term of this contract, should the Contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, Contractor shall immediately amend the State contract to provide similar pricing to the State if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the State Procurement Coordinator of any such contracts entered into by Contractor.

Bidder has read and agrees to this section:

Yes

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No

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24. Additional Items or Manufacturers

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

Bidder has read and agrees to this section:

Yes

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No

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25. Substitution of Items During Term of Contract

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

Bidder has read and agrees to this section:

Yes

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No

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26. Country of Origin

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

Bidder has read and agrees to this section:

Yes

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No

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27. Reclaimed/Recycled Materials

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

Bidder has read and agrees to this section:

Yes

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No

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28. Cost

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

28.1 Payment Terms

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

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

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

Bidder has read and agrees to this section:

Yes

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No

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28.2 Pricing

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

Bidder has read and agrees to this section:

Yes

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No

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28.3 Pricing Restrictions

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

Bidder has read and agrees to this section:

Yes

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No

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28.4 Price Adjustments

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

Bidder has read and agrees to this section:

Yes


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No

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29. Signature

An individual authorized to legally bind the Bidder shall below.


Signature (required)

VP operations
Title

2/03/2021
Date

**Attachment #2
Cost Worksheet**

PROPOSED RATES

Enter Bidder Name, Fence Types Offered, and Requested Rates

Bidder Name: <u>Midwest Fence & Gate Company</u>	
Fence Types/Materials Offered	
Proposed Rates	Rate
Hourly Rate <small>(Provide hourly rate by fence type, if necessary)</small>	\$ <u>150</u> /hr <u>P&R MAN</u>
Material Markup <small>(including subcontractors)</small>	<u>30</u> %
Equipment	Provide List

The proposed hourly labor rates must include the costs for trucks, tools, and common equipment.

Provide an itemized list of rates for any special equipment, trucks, or other reimbursable items (attach sheets). If a project will require special equipment contractor shall provide a written cost estimate to the requesting department for approval.

A Trip Charge based solely on the rate per mile allowed per State Accounting Enterprise Procedures 210.130 (das.iowa.gov) for distance traveled (round trip) from Bidder's shop to the work site is allowed.

**Attachment #3
Certification Letter**

(Date) 2/03/2021

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

Re: RFB1821005216 Fence Installation and Repair- BID CERTIFICATIONS

Dear Bobbi Pulley:

I certify that the contents of the Bid submitted on behalf of Midwest Fence & Gate Company (Name of Bidder) in response to Iowa Department of Administrative Services for RFB1821005216 Fence Installation and Repair and are true and accurate. I also certify that Bidder has not knowingly made any false statements in its Bid.

Certification of Independence

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

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

Certification Regarding Debarment

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

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to

other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

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

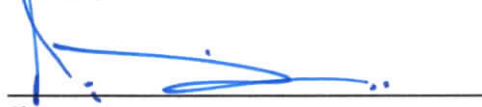
Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Bidders to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

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

- ☒ Bidder is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code chapter 423*; or
- ☐ Bidder is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in *Iowa Code subsections 423.1(47) and (48)(2016)*.

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

Sincerely,



Signature

J.P. Operations
Name and Title of Authorized Representative

02/03/2021
Date

Attachment #4
Authorization to Release Information Letter

(Date) 2/03/2021

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

Re: RFB1821005216 Fence Installation and Repair - AUTHORIZATION TO RELEASE INFORMATION

Dear Bobbi Pulley:

Midwest Fence & Gate Company

(Name of Bidder) hereby authorizes the Iowa Department of Administrative Services ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Bidder in response to RFB1821005216 Fence Installation and Repair.

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

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

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

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

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

Sincerely,

Signature

V.P. Operations
DAVID O. BROWN

Name and Title of Authorized Representative

Date

02/03/2021

**Attachment #5
Exceptions Form**

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

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

<u>Number</u>	<u>Exception</u>
1. _____	_____ _____
2. _____	_____ _____
3. _____	_____ _____
4. _____	_____ _____
5. _____	_____ _____
6. _____	_____ _____
7. _____	_____ _____
8. _____	_____ _____
9. _____	_____ _____
10. _____	_____

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

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR BID. THIS FORM 22 IS REQUIRED WHETHER THE BID DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE BID TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM IF NO INFORMATION BID DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM IF THE BID DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

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

2. Confidential Treatment of Information Is Requested

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

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

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

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

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

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

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

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

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

Midwest Fence
Company

RFB1821005216
RFB Number

Fence Installation
And Repair
RFB Title

[Signature]
Signature (required)

V.P. Operations
Title

02/03/2021
Date

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

Part 2 - Confidential Treatment is Requested

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

NOTE:

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

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

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

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

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

- ***If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Bidder's submittal to request confidentiality or rejection of the Bid as being non-responsive.***
- ***Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Bid. If signing this Part 2, do not complete Part 1.***

Company

RFB Number

RFB Title

Signature (required)

Title

Date



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

January 21, 2021

To: All Potential Respondents
From: Bobbi Pulley, Purchasing Agent
Subject: RFB1821005216 – Fence Installation and Repair

Addendum One

Please amend the subject RFB to include the following:

- Q1. Can you please tell me what you expect the annual volume of this service contract is worth or what the State of Iowa has budgeted for this service contract?
- A1. The resulting contract will be a new master agreement for the State of Iowa, so historical sale information is not available. The resulting contract will be available to all State Agencies as well as political subdivisions (counties, cities, school districts, etc.). Future projects will be based upon budget availability and service needs.

**Attachment #7
Bid Checklist**

RFP REFERENCE SECTION	RESPONSE INCLUDED	
	Yes	No
One (1) electronic copy	<input checked="" type="checkbox"/>	<input type="checkbox"/>
One (1) electronic Public Copy with Confidential Information Excised (optional)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Attachment #1 – Form of Bid	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Attachment #2 – Cost Worksheets	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Attachment #3 - Certification Letter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Attachment #4 - Authorization to Release Information	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Attachment #5 – Exceptions Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Attachment #6 - Form 22	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Signed Addendums	<input checked="" type="checkbox"/>	<input type="checkbox"/>

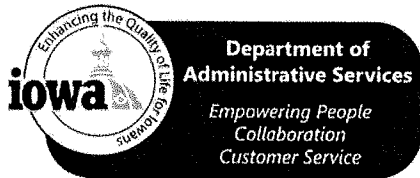
Response to Attachment 1: #7 Bidders References

Three Previous Customers knowledgeable of Bidder Performance

1. Jensen Builders
1175 South 32nd Street
Fort Dodge, Iowa
Contact: Keith Stork
Email: keiths@jensenbuilders.com
Phone: 515-573-3292

2. Design Builders
3812 SW 4th Street
Des Moines, Iowa 50315
Contact: Stan Frew
Email: frewsm@msn.com
Phone: 515-249-6224

3. Sande Construction
PO Box 368
Humboldt, Iowa 50548
Contact: Mick McBride
Email: mimcbride@sandeconstruction.com
Phone: 515-368-5613



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

January 21, 2021

To: All Potential Respondents
From: Bobbi Pulley, Purchasing Agent
Subject: RFB1821005216 – Fence Installation and Repair

Addendum One

Please amend the subject RFB to include the following:

- Q1. Can you please tell me what you expect the annual volume of this service contract is worth or what the State of Iowa has budgeted for this service contract?
- A1. The resulting contract will be a new master agreement for the State of Iowa, so historical sale information is not available. The resulting contract will be available to all State Agencies as well as political subdivisions (counties, cities, school districts, etc.). Future projects will be based upon budget availability and service needs.



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

February 3, 2021

To: All Potential Respondents
From: Bobbi Pulley, Purchasing Agent
Subject: RFB1821005216 – Fence Installation and Repair

Addendum Two

Please amend the subject RFB to include the following:

New Question/Request for Clarification Due Date

The question due date has been updated to February 8, 2021 at 2:00pm

New Bid Due Date

The bid due date has been updated to **February 12, 2021 at 2:00pm**

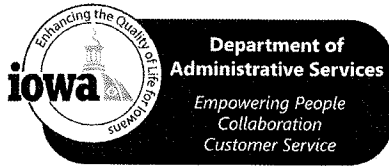
Please acknowledge receipt of this addendum by signing in the space provided below, and return this memo with your bid (do not send back separately).

I hereby acknowledge receipt of this addendum.

Signature

Date

2/12/2021



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

February 11, 2021

To: All Potential Respondents
From: Bobbi Pulley, Purchasing Agent
Subject: RFB1821005216 – Fence Installation and Repair

Addendum Three

Please amend the subject RFB to include the following:

New Bid Due Date

The bid due date has been updated to **February 19, 2021 at 2:00pm**

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

I hereby acknowledge receipt of this addendum.

Signature

Date

Typed or Printed Name

February 25, 2021

To: All Respondents
From: Bobbi Pulley, Purchasing Agent
Subject: RFB1821005216 – Fence Installation and Repair

This is your notice that the State of Iowa is requesting a Best and Final Offer (BAFO).

In accordance with the RFB, all Respondents are required to submit a Best and Final Offer by 2:00 pm central time on Monday, March 1. If your firm does not submit the BAFO by the required date and time, it may be eliminated from consideration. The BAFO must be received by the Purchasing Agent by the submission deadline.

The BAFO requirements: Complete the following updated cost worksheet:

Proposed Rates	Rate
Hourly Rate (The proposed hourly labor rates must include the costs for trucks, tools, and common PPE)	\$80
Material Markup (including subcontractors)	30 %
Specialty Equipment (skid steer, hydrovac, trailers, pumping equipment, forklift, etc.)	Attach list of standard equipment rates
Travel	Per SAE Policy, vendor will received \$.39 per mile

If you have any questions concerning the content of this notification letter or the requirements of the BAFO, please call or email.

Please execute the BAFO by completing the updated cost worksheet above, signing in the space provided below, and emailing the completed form to bobbi.pulley@iowa.gov.

I hereby acknowledge receipt of this addendum.

David O'Brien

3/01/2021

Signature

Date

David O'Brien

Typed or Printed Name



Midwest Fence & Gate Company

Surrounding you with quality, strength, and lasting security.

3/1/2021

Equipment Rates:

	MONTH	WEEK	DAY
Mini Excavator.	3375	1350	450
Track Loader w/Auger head & pallet forks	3375	1350	450
SkidSteer Attachments			
Auger W/1 BIT	750	250	125
Bit	450	150	50
AUGER EXTENSION	135	45	15
Breaker	1350	450	150
Broom Push/Pickup	1200	400	150
Grapple Bucket	1050	350	125
Harley/Power Rake	1750	675	225
Grader Box/ Hitch Doc	1750	585	125
Mower	1750	585	200
Insta Link	980	340	135
Compact Sky track	1800	600	200
10K Skytrack	3500	1400	700
ARTICULATED LIFTS			
34FT	2025	675	325
45FT	2025	720	375
Rough Terrain 4x4 LIFTS			
26ft	1350	525	175
30FT	1575	525	175
TRAILER MOUNTED LIGHT TOWER	900	300	100
185CFM Air Compressor	990	400	175
WALK BEHIND SAW- 14"	1000	360	120
400AMP Welder	720	240	80