

# New, Unused 26 Foot Box Truck with Stowaway Lift Gate

## Specifications Terms and Conditions

### Section 1 Bid Overview, Rules, and Response

#### 1.1 Overview

The State of Iowa Department of Administrative Services is conducting a bid for a new, unused 26 Foot Box Truck with Lift gate. **Bids must be submitted by both paper and electronic copy in a sealed envelope to:**

**Nancy Wheelock**  
**Department of Administrative Services**  
**Central Procurement Enterprise**  
**1305 E. Walnut Street**  
**Hoover Building, Floor 3**  
**Des Moines, IA 50319**

**Contractor's bid must include one (1) paper copy and one (1) digital copy each of the completed Vehicle Data Sheet, RFB Criteria document and Certificate of Insurance. All documents may be submitted in one container or envelope.** The Vehicle Data Sheet should be submitted electronically in original **Excel format**. The RFB Criteria document may be submitted electronically in either Word or PDF file format. The Certificate of Insurance may be submitted electronically in PDF file format. Bidders may use a flash drive or disk when providing electronic copies.

**Bids will NOT be accepted by fax or email and will NOT be accepted late.**

#### 1.2 Franchised Dealers (*Who may submit a bid*)

Each dealer AND dealership location which offers a bid must be a licensed dealer/dealership and must be able to provide documentation upon request, as per Iowa Code 322.3 Paragraph 1. Bidders must be located in Iowa or have a service location in Iowa to perform vehicle servicing.

#### 1.3 Equipment and Accessories

If the vehicle being bid is unused/new, it must be the latest production model equipped with all standard equipment as advertised by the manufacturer, all equipment required on the specific enclosure, and all safety equipment required by Federal and State laws.

All equipment and accessories bid, whether standard or optional, shall be installed prior to delivery unless otherwise specified in the bid specifications.

#### 1.4 Warranties

The manufacturer's regular new vehicle warranty shall apply to each vehicle procured against this specification. This warranty shall be honored by all franchised dealers of the vehicle within the State.

## **Section 2 Evaluation & Award**

### **2.1 Evaluation & Contract Award**

Bid evaluation and contract awards for each vehicle will be done by the Department of Administrative Services Issuing Officer. The responsive and responsible Bidder who bids the vehicle with the lowest price which meets the item specifications will be awarded.

## **Section 3 Order, Delivery, Inspection, Acceptance and Title**

### **3.1 Purchase Orders**

After the contract of the successful bidder(s) has (have) been properly executed, Purchase Orders will be issued to cover quantities, options, delivery dates, and destinations, etc., as per the contract. Due to cash flow and parking restrictions the following statement may be added to some of the purchase orders. **"Payment may be held until after the requested delivery date if vehicles are delivered 20 or more days prior to the requested delivery date. Payment will be made after the requested delivery date has past."**

DAS purchases may require specific quantities and timeframes which could involve spreading quantities over a time period in order to allow time for vehicle up fitting.

### **3.2 Pre-Delivery Service**

Prior to delivery, each vehicle shall be completely serviced - unless otherwise specified. The servicing program shall include not less than the factories standard Pre Delivery Inspection (PDI). Resident or non-resident contractors must perform pre-delivery and final servicing checkup, including final body clean-up, in the contractor's own shop.

### **3.3 Delivery**

Vehicles are to be delivered by the contractor as designated on each purchase order, provided up to ninety days are allowed after receipt of the purchase order by the contractor.

If a delivery is expected to occur after the ninety calendar days normally allowed, the dealer must make the purchasing entity aware of all delays immediately unless there is a delivery schedule in place with the dealer which allows for the extension of delivery time. If a delivery is extended past the ninety calendar days normally allowed due to dealer error\*, the purchasing entity may cancel the purchase order and use any state entity's vehicle contract to purchase a vehicle of similar quality and specifications.

Dealer errors include, but are not limited to the following:

- 1) Dealer not placing the vehicle order with the manufacturer within 20 days of receiving the purchase order from the purchasing entity unless the delay can be documented as the fault of the purchasing entity.
- 2) Dealer failing to place the vehicle order.
- 3) Damage to ordered vehicle prior to delivery.

If the Dealer has another vehicle of similar quality and specifications available to substitute for

the unordered, late ordered, or damaged vehicle, dealer may offer that vehicle to the purchasing entity in exchange at the same price on the original purchase order. The purchasing entity has the discretion to accept or decline the offer within 15 days from the date of receipt of the dealer's written offer. Dealers will not receive additional monies for upgrades that are already installed on the substitute vehicle.

\*Shortage of reliable transportation for delivery of vehicles from the manufacturer to the dealer or purchasing entity's location is not considered a dealer error.

### **3.4 Dealer Decals**

Dealer decals or plaques are not to be affixed to vehicle purchased by the State of Iowa. State will bill dealers for removal of dealer decals.

### **3.5 Required Delivery Documents**

Invoices, completed MCO's (Manufacture's Certificate of Origin), and Application for Title, and warranty documents are to accompany each unit delivered. Requirements may be different for used vehicles.

Dealer plates must be used when making deliveries. A manufacturer's window sticker (Monroney label) listing all factory installed equipment and options must be affixed to each vehicle at the time of its delivery to the State.

### **3.6 Pre Delivery Service**

Pre-delivery service for DAS and political subdivisions as outlined below:

Prior to delivery, each vehicle shall be completely serviced at a factory authorized service center in the State of Iowa. The servicing program shall include not less than the following:

- a. Permanent type antifreeze to -30 degree Fahrenheit.
- b. Body conditioning.
- c. Interior and exterior clean.
- d. All other manufacturer recommended inspections and tests normally performed on a new vehicle.

The manufactures standard Pre-Delivery Inspection (PDI) form shall accompany each vehicle upon delivery, certifying preparation inspection, and road testing by the contractor prior to actual delivery. This pre-delivery checklist shall be signed by a representative of the organization performing the service inspection.

### **3.7 Delivery Location:**

**DAS:** Department of Administrative Services  
State Vehicle Dispatcher  
109 E. 13<sup>th</sup> Street  
Des Moines, Iowa 50319

### **3.8 Freight on Board Delivery**

All prices provided shall be Freight on Board (F.O.B.) destination, freight prepaid by the contractor, to the locations as specified. Responsibility and liability for loss or damage for all orders shall remain with the contractor until final inspection and acceptance, when all responsibility shall pass to the ordering organization, except the responsibility for latent defects, fraud, and the contractor's warranty obligations. Deliveries to agencies and political subdivisions located outside of the delivery locations will be F.O.B. the dealer's location. Agencies located outside the delivery location will either pick up the vehicles or have them shipped from the delivery area.

### **3.9 Receiving and Inspection**

Units must be delivered in accordance with the governing specification. All units will be inspected by the State agency after delivery. If the units are rejected because of deficiencies, it shall be the vendor's responsibility to:

1. Pick up the vehicle(s), make the necessary correction(s) and redeliver the vehicles(s) for re-inspection. The vendor must arrange to have the necessary work done or an approved schedule set within 96 hours (exclusive of Saturdays, Sundays and holidays) after receipt of written notification.
2. Otherwise; The State may make the necessary corrections at the vendor's expense.
3. Should serious deficiencies be found, the State of Iowa may require vendor to pick up rejected vehicle(s) and replace it with a non-deficient unit.
4. Acceptance will occur when the vehicle is received by the designated agency in full compliance with the specifications of the order and all documentation including Invoices, Completed MCO's and Application for Title, warranty documentation, and Data Sheets (when applicable) is received by the agency.
5. If poor workmanship and/or minor deviations exist, the State may withhold up to 20% of the contract price until the vendor has made all necessary corrections. Payment will not be processed on units delivered to the State that still require servicing by the vendor. The State may withhold the full amount of the contract price if, in its opinion, the unit contains major deviations from specification.

## **Section 4 Payment and Vendor Performance**

### **4.1 Payment Terms**

The ordinary processing time for payment is 30-45 days from the later of delivery or invoice; however, in accordance with Iowa Code Section 421.40, the State shall not pay claims for interest on any purchase until the balance remains unpaid sixty (60) days following receipt of the claim or the satisfactory delivery, furnishing, or performance of the services, supplies, materials, or contract, whichever date is later. Interest shall then be paid at the rate not to exceed one (1) percent per month on the unpaid amount. The bidder may indicate payment terms on the bid cover sheet in appropriate space; however, interest must not exceed that permitted by Iowa Code section 421.40

### **4.2 Payment Requirements**

The State and users may require separate invoicing, as specified by each ordering organization. The invoices must use the contractor's letterhead that includes at a minimum the name, address and telephone number of the bidder. The following information shall appear on each invoice:

- State's Contract Number
- Purchase Order or Delivery Order Number
- Contractor's FEIN (Federal Employee Identification Number) number
- State/Political Subdivision Billing Code
- Administrative Fee – If applicable
- Ordering Organization -delivery address of the order
- Quantity Issued
- Unit Price
- Options Price
- Extended Price
- Totals for all orders, a total for all credits, and amount due
- Specification Codes

The State may require any other information from the contractor that the State deems necessary to verify any purchase order placed under the contract. The State may require contractors to invoice electronically pursuant to department guidelines. Future guidelines may require that contractor supply electronic invoices in lieu of paper-based invoices. Payment shall be made in accordance with the Iowa Government Code, which governs time limits for payment of invoices. Time limits do not begin until the contractor submits a properly completed invoice. Invoices that must be returned to a contractor due to preparation errors will result in a delay in payment. The customer is responsible for all payments under the Contract. A customer's failure to pay, or delay in payment, shall not constitute a breach of the contract and shall not relieve the contractor of its obligations to the State or to other customers.

### **4.3 Invoicing Dispute Resolution**

Contractor will respond to invoicing disputes within 24 hours of notice and provide a plan for resolution within 24 hours of notice to the State Contract Manager and/or the user of this contract. The contractor will also provide status updates on resolution as requested.

### **4.4 Problem Resolution**

Contractor shall notify the State's Contract Manager, in writing, of any unresolved dispute or problem that has been outstanding for more than five (5) working days. Likewise, the State's Contract Manager shall notify the contractor in like manner.