

# 2019 Model Year Trucks, Vans, SUVs, & Chassis

## Specifications Terms and Conditions

**NEW OR ADDITIONAL TERMS AND CONDITIONS ARE IDENTIFIED IN RED LETTERING. BIDDERS ARE RESPONSIBLE FOR READING ALL DOCUMENTS PROVIDED BY THE STATE.**

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

#### 1.1 Overview

The State of Iowa Department of Administrative Services is conducting a bid for Trucks, Vans and SUVs which will be used by the State of Iowa as well as other state agencies and political subdivisions (cities, counties, schools and DART). **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 Specification Worksheet(s), RFB Criteria document and Certificate of Insurance. All documents may be submitted in one container or envelope.** Vehicle Specification Worksheet(s) 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 CD 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 franchised dealer/dealership for each manufacturer's vehicle being bid, and must be able to provide documentation upon request, as per Iowa Code 322.3 Paragraph 1. A bidder with multiple dealership locations and/or manufacturers may submit one bid for each location and/or manufacturer. Bidders must be located in Iowa or a bordering state in order to perform vehicle servicing.

#### 1.3 Equipment and Accessories

Vehicles supplied must be new and 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 by the factory prior to delivery unless otherwise specified in the bid specifications or unless a written request for alternative or exception is approved by the Department of Administrative Services

through the BRAE form attached to this bid. The BRAE form must be submitted on or before the due date and time specified on the BRAE form (see Section 1.4). No alternatives or exceptions regarding factory installation will be approved if they do not meet the requirements listed below:

- A. Have full warranty coverage for the same period of time as the manufacturer's new vehicle factory authorized warranty for the vehicle in which the equipment and accessories are being installed. Full warranty coverage is defined as no charge for parts and labor for warrantable repairs that are required as a result of defects due to material and/or workmanship during the warranty period. Per Section 1.7, the manufacturer's regular new vehicle factory authorized warranty shall cover not less than three (3) years/36,000 miles bumper to bumper.
- B. The full warranty coverage as described in subsection A must be honored by all franchised dealers within the State for the vehicle model in which the equipment and accessories are being installed. For example, any equipment or accessories installed on a Dodge Charger shall be serviceable under the full warranty at any franchised Dodge or Chrysler dealer within the State. Documentation that verifies full warranty coverage and service availability by all franchised dealers within the State for the vehicle model in which the equipment and accessories are being installed must be provided with all BRAE forms submitted for approval.

#### 1.4 Bidders Request for Alternatives or Exceptions (BRAE) Form

Any request for alternatives (as defined in the RFB Criteria document attached) or exceptions must be in writing and submitted on the BRAE form on or before the due date and time specified on the BRAE form which is attached with the bid document. The form must specifically state the requested alternative or exception and be accompanied by adequate supporting information to evaluate the request. Any option, package, or part that does not have the exact option, package, or part number/code as specified in the bid is considered an alternative.

The BRAE form will be used to determine the approval or disapproval of an alternative or exception. Any alternative or exception bid without prior BRAE approval may disqualify the vehicle bid. To avoid possible disqualification of a vehicle bid, the vendor should email any questions concerning whether to submit a BRAE form to the Issuing Officer. The completed BRAE form must be received by the Issuing Officer, Nancy Wheelock, at Nancy.Wheelock@iowa.gov on or before the due date and time specified on the BRAE form.

***NOTE: The determination of acceptance of a BRAE request is only valid for the bid for which it was submitted. BRAE approvals received for this bid do not determine or set a precedent for what is acceptable in any other bid posted by the State of Iowa.***

#### 1.5 Applicable Rules & Preferences

**8A.311, subsection 20, Code 2018 is amended to read as follows:**

- 20. *Life cycle cost and energy efficiency shall be included in the criteria used by the department, institutions under the control of the state board of regents, the state department of transportation, the department for the blind, and other state agencies in developing standards and specifications for purchasing energy-consuming products. However, for the purchase of passenger vehicles, light, medium-duty, and heavy-duty trucks, passenger and cargo vans, and sport utility vehicles, a purchase contract shall be awarded to the*

**lowest responsive and responsible bidder based solely on bid price.**

**117.11(6) Vehicle procurement.**

- a) Specifications for procurement of all non-law enforcement, light-duty vehicles, excluding those purchased and used for off-road maintenance work or to pull loaded trailers, shall be for flexible fuel vehicles when an equivalent flexible fuel model is available.
- b) Use of specifications for hybrid-electric or other alternative fuel vehicles is encouraged.

**Mercury Free Preference: Iowa Code 455B 809**

It is the State's intention to give priority and preference to vehicles that are free from mercury added products. Vendors shall be responsible for notification and identification to the bid Issuing Officer of any components of the proposed vehicles that contain mercury-added products.

**455B.809 STATE PROCUREMENT.** Notwithstanding other policies and guidelines for the procurement of vehicles, the state shall, within one year of July 1, 2006, revise its policies, rules, and procedures to give priority and preference to the purchase of vehicles free of mercury-added components taking into consideration competition, price, availability, and performance.

**1.6 Pricing**

All prices shall remain firm fixed for the contract period subject to the State receiving full benefit of all manufacturers price declines effective on the date of manufacturer's general public announcement. Price is to be exclusive of Federal Excise Tax. If required, a Federal Excise Tax Exemption Certificate will be provided to the dealer.

Contractor must notify the Contract Manager of all sales promotions involving price reductions. This notification shall include:

- Starting and ending dates of the promotion
- Products involved
- Promotional prices compared to previously-authorized prices Promotional prices shall be available under this contract.

**1.7 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. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealers in lieu of the manufacturer's prescribed procedures, which may form a part of the warranty. All warranty certificates and/or cards shall be supplied with each vehicle delivered. The warranty shall be factory authorized and shall cover not less than three (3) years/36,000 miles bumper to bumper, with no charge parts and labor, starting from the date the vehicle is placed into service. If the manufacturer's standard retail warranty exceeds this term, the standard warranty shall apply.

**For heavy duty chassis trucks in Classes 5 and 6 (5500 through 6500 series), the manufacturer's standard new vehicle warranty shall apply to each vehicle procured against this specification and shall cover the vehicle, bumper to bumper, during the warranty period designated by the manufacturer in their standard warranty language.**

The receiving agency will notify the dealer of the actual "In-service" date. All emission related

components shall be warranted in compliance with State and federal requirements. Bids offering independent insurance or a statement indicating self-insurance will be deemed non responsive and will be rejected. If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered. Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake disc/drums, etc., are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered. The use of gasohol in gasoline powered vehicles shall not void warranty.

### 1.8 Bid Preparation of Proposals, Submission and Resulting Contract Term

Bids submitted will be for upcoming model year production vehicles. The initial term of the contract will be for one year beginning in October and involve current production model year vehicles. If the production model year ends prior to the end of the contract period the vendor may, by agreement between vendor and state, provide newer most current production of the same make and model at the same (or discounted) price for the remainder of the contract term. The contract may be renewed by mutual agreement with the vendor for an additional one (1) year term for a maximum of two (2) years.

### 1.9 Process:

1. Prospective dealer will download the bid documents off of the DAS website at: <https://das.iowa.gov/procurement/vendors/how-do-business/bidding-opportunities> and select the **View Hosted Bids** link underneath the heading "Bidding Opportunities."
2. Search for the bid and then download all of the documents listed. Dealer should first read the document **Vehicle Specifications Terms and Conditions**. Next, the dealer should review and complete the **RFB Criteria document**. Some sections of the **RFB Criteria document** will require dealer to mark that they agree to the term and condition listed. Information is requested from the dealer that will require dealer to provide its contact information and other information related to the bid.
3. Dealer will then review the **four (4) Excel Spreadsheets** named below and complete the appropriate specifications:
  - **"2019 Small & 1500 Pickup Truck Spec Sheets"** (Small and Standard Trucks)
  - **"2019 2500-3500 Truck Spec Sheets"** (2500 & 3500 Trucks)
  - **"2019 Van & SUV Spec Sheets"** (Vans and SUVs)
  - **"2019 Medium & HD Chassis Spec Sheets"** (3500 - 6500 Chassis)
4. Please note that the **Vehicle Specification Worksheets** contain tabs on the bottom which correspond to different vehicle classes or items you will be bidding.
5. Dealer will complete the **Vehicle Specification Worksheets** entering pricing for the base vehicle, listed options, and delivery cost.
  - Please include manufacturer's option codes in "Mfg. Codes or NA" column
  - When pricing options, do not write **"CFP (Call For Pricing)"** or **"TBD (To Be Determined)"**
  - If an option is not available, enter **"NA (Not Available)"**.

6. Dealer will then submit one (1) paper copy and one (1) electronic copy each of their completed **Vehicle Specification Worksheets, RFB Criteria document**, and a **Certificate of Insurance** in a sealed container or envelope by the due date and time specified in the RFB Criteria document.

## **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. All bids will be considered per vehicle category and multiple awards may occur in one or more vehicle categories based on the multiple award criteria below. The overall award criteria will be as follows:

1. The responsive and responsible bidder who bids the vehicle with the lowest price bid within a vehicle category which meets the vehicle base specifications will be awarded a line item within that vehicle category. Also see Section 2.2 c. and d. below for when all bidders cannot meet all vehicle base specifications.
2. If there are two or more bids submitted for a vehicle category by dealers for the same manufacturer, then the lowest price vehicle bid which meets the base vehicle specifications will be awarded for that manufacturer according to the multiple award criteria below. Also see Section 2.2 c. and d. below for when all bidders cannot meet all vehicle base specifications.
3. **Multiple Award Criteria:**
  - A. A maximum of one dealer per manufacturer can be awarded per vehicle category.
  - B. A maximum of three total awards per vehicle category is allowed.
  - C. In order for a multiple award to occur, there must be a minimum of two dealers for the same manufacturer bidding in the same vehicle category and both dealers must meet the base vehicle specifications. Also see Section 2.2 c. and d. below for when all bidders cannot meet all vehicle base specifications.

### **2.2 Bid Deficiencies and Clarifications**

The use of clarifications and elimination of a base vehicle specification(s) when no bidder can provide it is discussed below:

#### **a. General Use of Clarifications**

The State reserves the right to request a clarification from a bidder regarding any information it deems necessary to make a fair and equitable determination of a vehicle category award with the exception of incorrect manufacturer's codes as explained in 2.2 b. below.

#### **b. Use of Clarifications and Manufacturer's Codes**

Manufacturer's Codes must be accurately bid. No further clarification will be allowed if the wrong manufacturer's code is bid for a line item unless all bids will be disqualified for a particular vehicle category without further clarification regarding manufacturer's codes. For

example, when the lowest price bid for a vehicle category contains an incorrect manufacturer's code(s), the bid will be disqualified without further clarification. The next lowest price bid which contains all correct manufacturer's code(s) and meets all specifications will be awarded. Also see Section 22 c. and d. below for when all bidders cannot meet all vehicle base specifications.

**c. Single Base Vehicle Specification Cannot Be Provided by Any Bidder**

If there is a single specification in the base vehicle specifications for a specific vehicle category which cannot be provided by any bidder, that line item will be removed from the base vehicle specification for award purposes and the award will be based on the lowest bid price which meets all remaining specifications. Multiple awards may be awarded after the initial lowest bid price is awarded based on the multiple award criteria.

**d. Multiple Base Vehicle Specifications Cannot Be Provided by Any Bidder**

If all bids submitted for a particular vehicle category cannot meet multiple base vehicle specifications, the specifications which no bidder can provide will be eliminated from the base vehicle specification and the award will go to the lowest bid price with the least remaining exceptions to the base vehicle specifications. The State also reserves the right to not award a vehicle category when the base vehicle specifications which cannot be provided affect the use of the vehicle.

Multiple awards may be awarded after the initial lowest bid price is awarded when the remaining bids have the same number of remaining exceptions as the awarded lowest price bid. The State also reserves the right to not multiple award when the base vehicle specifications which cannot be provided affect the use of the vehicle.

**e. Mathematical Errors**

Mathematical errors due to bidder error may be corrected by the Issuing Officer during evaluation when all numbers necessary to calculate the correct total are provided in the bid without further clarification. Mathematical errors in a vehicle specification worksheet will be corrected by the Issuing Officer during evaluation for all bids received using the vehicle specification worksheet containing the error.

**2.3 MSRP Discount Percentage:**

Each item contains a line item for dealers to enter an MSRP discount percentage for options not included in the bid specifications. This discount will be limited to parts or packages with a value of **\$2,000** or less and will exclude engine and transmission options. The discount is meant to be used for items such as interior and exterior upgrades.

**Section 3. Contracts and Model Year Rollover**

**3.1** The resulting Contract(s) will be for a two year period with no renewals. In the year following the original bid posting, contracted dealers will receive a rollover form from the State's Contract Manager which will be used by the dealers to roll the vehicle model year bid to the current vehicle model year.

### 3.2 Model Year Rollover

A maximum three percent (3%) increase is allowed during a rollover period per contracted vehicle being rolled into a new model year. All price changes must be accompanied with a copy of the Manufacturer's official notice or other evidence that the increase or decrease is applicable to all customers.

Upon receipt of the vehicle price change request from the dealer, the State reserves the right to accept or reject the price change request within 30 days. The price change, if agreeable to the State, will become effective as set forth in a written amendment to the Contract upon execution by both parties. If State does not accept the price change, the awarded vehicle may be cancelled by amendment to the Contract.

If the State accepts the awarded vehicle contract price change request, the dealer shall supply the new model year at the amended price for the remainder of the awarded contract period.

If there have been significant changes made to the vehicle specifications for the rollover model year and the new model year cost is above the three percent allowance, the state has two options:

1. Rebid the category for the significantly revised vehicle during the rollover period and award a one year contract so that the vehicle contract remains on the same time schedule as the remaining contracts being rolled for the respective year.
2. If there is at least one contract being rolled for the same vehicle category, the state may choose not to rebid the vehicle category until the following year when all vehicle categories are rebid.

## 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 Catalogs

Contractor may be required to supply catalogs, specifications sheets, interior and exterior color charts, or other literature giving detailed information of the item(s). The items shall be identified in the catalog, specification sheet, or literature by model name or number. Modifications or deviations from printed literature or accessory items not covered by printed literature shall be described in a written statement by model name or number.

### **3.3 Colors, Exterior, and Trim**

The colors for exterior paint and interior trim shall be specified on purchase order. Colors will be selected from standard factory combinations listed in literature and fleet manuals. If special paint is specified in specifications or options, price shall be noted or included where appropriate. Trim material shall be as specified.

### **3.4 Order Acknowledgment**

Within 24 hours, the contractor must confirm purchase orders either via e-mail or facsimile, providing the user a receipt acknowledging the order. The acknowledgement must include total cost and delivery date information. Vendor shall provide the State with a written manufacturer's acknowledgment (Vehicle Order Request Detail) of all orders within ten (10) days after the receipt of the State's Purchase Order. These acknowledgments shall include all order and options codes for the vehicle ordered. The printouts are to be E-mailed, mailed or faxed. They shall also provide the web site and assist in use of which will allow the orders to be tracked from the order date through delivery.

### **3.5 Unfilled Orders**

Contractor shall notify the State's Contract Manager of unfilled orders, and shall provide an availability date for the unfilled orders upon request.

### **3.6 Minimum Order Quantity**

Contractor shall accept order sizes of one (1) or more vehicles. All bid specifications are setup for single vehicle pricing.

### **3.7 Estimated quantities**

Due to budget limitations, actual quantity of units purchased may vary. The quantity shown is the anticipated purchase. The state agency reserves the right to vary the quantities at the time of order **until 10 calendar days prior to manufactures published build out date, at Contract Price and Terms.**

### **3.8 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). Parts of this servicing program may be performed at the manufacturer's assembly plant if proper facilities are available there. Resident or non-resident contractors must perform pre-delivery and final servicing checkup, including final body clean-up, in the contractor's own shop or a facility approved by the State. Contractors shall furnish a complete servicing check list on above items with each vehicle at the time of delivery.

### **3.9 Delivery**

Ninety calendar days are normally allowed for delivery on vehicle purchases. 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.

### **3.10 Recurring Delivery**

An order may be placed requesting scheduled or recurring deliveries for any items.

### **3.11 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.

### **3.12 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.

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.

### **3.13 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 manufacturer's 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.

**3.14 Delivery Location:**

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

**3.15 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.

Bidders are required to submit a price per mile (one way) for delivery to locations outside the five (5) specified. Pricing per mile for delivery will be entered. MapQuest will be the reference to determine mileage between the dealer's location and the agency location. Exact mileage to the delivery location shall be mutually agreed upon between the contractor and the purchasing agencies or political subdivisions and the delivery charges are to be listed as a separate line item on the invoice.

**3.16 Vehicle Titling - Please title the vehicles as listed below:**

Department of Administrative Services should be (State of Iowa) only

**3.17 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 Reporting Requirements**

Contractor must maintain up-to-date records of sales by ordering unit (department, agency, board, and commission), product, and time. **A report of total contract sales must be provided to the State's Contract Manager on a quarterly basis. Quarterly would be March 31, June 30, September 30, and December 31. The reports are due within 30 days after the end of each quarter. The report should include the order date, name of the purchasing entity, city of the purchasing entity, vehicle make and model purchased, and total sales price.**

#### **4.5 State Business Review Meetings**

Periodically, the State may request a business review meeting to be held with the contractor. This meeting may address, but not be limited to, the following:

- Contractor performance
- Problem resolution
- Mandatory and custom reports
- Continuous improvement

#### **4.6 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.

#### **4.7 Primary Customer Service Representative**

Primary Customer Service Representative Contractor shall designate a primary customer service representative (CSR) for this contract. The Customer Service Representative shall be available for assisting sales, answering questions, and assisting in problem resolution. The State reserves the right to request a substitute CSR if the person assigned is unsatisfactory, as determined by the State.

#### **4.8 Purchases by Political Subdivisions**

The successful bidder(s) for this proposal shall provide units according to the Terms and Conditions of respective contracts to political subdivisions of the State of Iowa with respective delivery schedules and additional transportation costs as applicable.

All options provided by the manufacturer for a specific model vehicle must be made available to the State of Iowa and political subdivisions upon the issuance of a contract. All unspecified options added to or deduced from a vehicle at the time of order shall be priced at dealer invoice cost. Dealers must provide cost documentation upon demand to verify proper invoicing.

Each Commission or Political Subdivision ordering units on this proposal will issue their respective purchase orders. Invoicing will be as requested by the ordering political subdivision.

#### **4.9 Purchases by Surrounding States**

It is at the discretion of the manufacturer to allow its authorized dealers to sell across state lines. The State will allow the successful bidder(s) for this RFB to sell units to other governmental entities located in states bordering Iowa at the contracted prices for the base vehicle and listed options. All unspecified options added to a vehicle at the time of order shall meet the MSRP percentage discount rules as defined in the bid. Additional delivery costs will be established by the dealer. Each governmental entity from a surrounding state ordering units through the resulting Contract from this bid will issue their respective purchase orders. Invoicing will be as requested by the ordering governmental entity.