

# RFB1121005003 – Auto Body Repair Services

## SECTION 1 - INTRODUCTION

### 1.1 Bidder Instructions

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

### 1.2 Purpose

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

### 1.3 Request for Bid (RFB) Definitions

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

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

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

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

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

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

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

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

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

**“Responsible Bidder”** means a Bidder that has the capability in all respects to perform the requirements of the Contract. In determining whether a Bidder is a Responsible Bidder, the Agency may consider various factors including, but not limited to, the Bidder's competence and

qualifications to provide the goods or services requested, the Bidder's integrity and reliability, the past performance of the Bidder relative to the quality of the goods or services offered by the Bidder and the best interest of the Agency and the State.

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

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

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

#### **1.4 Contract Term**

The initial term of the Contract will be two (2) years. The Agency shall have the sole option to renew the Contract upon the same or more favorable terms and conditions for up to four (4) annual extensions. The resulting Contract will be available to all State Agencies and political subdivisions.

#### **1.5 Background Information**

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

The State is seeking eligible Bidders who can provide auto body repair services for State vehicles per the bid specifications. The State is seeking statewide coverage to meet the needs of the State facilities located throughout the state. This will be a multiple award solicitation. More than one Bidder may be awarded in populous areas. The resulting Contract(s) are not exclusive.

## SECTION 2 – ADMINISTRATIVE INFORMATION

### 2.1 Issuing Officer

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

### 2.2 Restriction on Communication

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

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

### 2.3 Amendment to the RFB

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

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

### 2.4 Bid Amendment and/or Withdrawal

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

### 2.5 Submission of Bids

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

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

### 2.6 Bid Opening

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

### 2.7 Costs of Preparing the Bid

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

## **2.8 Rejection of Bids**

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

## **2.9 Disqualification**

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

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

## **2.10 Nonmaterial Variances**

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

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

**2.11 Reference Checks**

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

**2.12 Information from Other Sources**

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

**2.13 Verification of Bid Contents**

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

**2.14 Bid Clarification Process**

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

**2.15 Disposition of Bids**

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

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

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

**2.17 Form 22 Request for Confidentiality**

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

**2.18 Copyrights**

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

**2.19 Release of Claims**

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

**2.20 Bidder Presentations**

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

**2.21 Evaluation of Bids Submitted**

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

**2.22 Preference**

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

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

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

#### **2.24 Evaluation Criteria**

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

#### **2.25 Award Notice and Acceptance Period**

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

#### **2.26 Definition of Contract**

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

#### **2.27 Choice of Law and Forum**

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

#### **2.28 Restrictions on Gifts and Activities**

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

#### **2.29 Appeals**

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

#### **2.30 Unit Price**

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

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

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

**2.32 Registration**

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

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

**2.33 Questions and Requests for Clarification**

Bidders are invited to submit written questions and requests for clarifications regarding the RFB. The questions and requests for clarifications must be received by the Issuing Officer by August 10, 2020, no later than 2:00 pm (CT). Oral questions will not be permitted. If the questions and requests for clarifications pertain to a specific section of the RFB, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications will be issued in the form of an addendum and sent to Bidders who received RFBs.

## SECTION 3 - SPECIFICATIONS

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

- 3.1** Contractor must be a commercial auto body repair facility located within the state of Iowa or in surrounding states within 30 miles of the Iowa border. Auto body repair work must not be performed in a garage attached to a homestead. A commercial auto body repair facility may be located separately on the same land as or adjacent to a homestead but must be licensed as a commercial business entity in the state of Iowa.
- 3.2** Contractor must have a five year history in the auto collision repair business. Contractor agrees to provide proof of business history upon request by the State.
- 3.3** Contractor agrees to provide a three year warranty on labor and the manufacturer's standard warranty on parts.
- 3.4** Contractor agrees to maintain at least one member of their staff who has completed training in the following areas:
- Estimator
  - Non-Structural: Steel Welding Class; Steel Sectioning Class
  - Steel Structural: Steel Sectioning Class
  - Refinishing
- 3.5** Contractor agrees to the following:
- Must be certified through training in CFC-12, HFC-134a and HFO1234yf refrigerant recycling and service procedures as required by Section 609 of the Clean Air Act and be able to provide proof of certification upon request by the State.
  - Must be In compliance with local regulations for storage, mixing, application and disposal of hazardous waste products such as automotive paint.
- 3.6** Contractor meets the following requirements for auto body repair services:
- Ability to perform pre/post repair vehicle system diagnostics/calibrations and ability to provide documentation of such.
  - Ability to perform and verify four-wheel alignment either in-house or through a sublet provider
  - Ability to perform mechanical operations including R&I/R&R steering, suspension, braking, HVAC, electrical, engine, and drive train assemblies
  - Utilize Mitchell auto body and collision repair estimating software.
  - Utilize appropriate structural straightening equipment (frame rack) and a three-dimensional vehicle measuring system with the ability to provide pre & post repair documentation

- Utilize an enclosed spray booth and drying equipment as specified by the approved refinishing system being used
  - Have a two-post lift with a lifting capacity of at least 7,000 lbs.
  - Have a rivet gun for setting structural blind rivets
  - Utilize a MIG welder for steel fusion
  - Utilize a dent removal/pulling system with stud welder/pins, and pulling attachments
  - Utilize a Mil thickness gauge for plastic substrates
  - Utilize a squeeze type Resistance Spot Welder
- 3.7** Contractor agrees to provide the appropriate parts when repairing a vehicle and not use temporary fixes when the appropriate parts are not available. For example, using wire instead of the appropriate bracket to keep a part in the proper position is not allowable.
- 3.8** Contractor agrees to comply with the claims processing instructions provided in **Exhibit A** of this RFB for claims associated with State vehicles.
- 3.9** Contractor agrees to prioritize the repair of emergency vehicles such as law enforcement or emergency response vehicles.
- 3.10** Contractor understands that the resulting Contract is not exclusive and is not associated with any geographical area.
- 3.11** Contractor understands that the State does not guarantee any minimum level of purchases under the resulting Contract.

**SECTION 4 - FORM OF BID**

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

**4.1 Bidder Information**

Business Name: \_\_\_\_\_

Official Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Firm's State or Foreign Country of Residence: \_\_\_\_\_

Sales contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

**4.2 Contract Terms and Conditions**

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

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

Agency reserves the right to either award a Contract(s) without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.

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

#### 4.3 Terms and Conditions

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

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

#### 4.4 Terms of Pcard Acceptance

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

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

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

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

#### 4.5 Specifications

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

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

**4.6 Bidder Experience**

The Bidder must provide the following information regarding its experience:

- Number of years in business providing vehicle collision repair services
- 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.

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**4.7 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.

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**4.8 Business Certifications/Designations**

Does Vendor hold any of the following certifications or designations? Check all that apply:

- I-CAR Gold Class for Business
  - FCA Certified Shop
  - Ford Certified Shop
  - GM Certified Shop
  - Other Certifications held by business:
- 

**4.9 Staff Certifications**

Do Vendor’s employees hold any of the following certifications or designations? Check all that apply?

- I-CAR Platinum
  - ASE Certification
  - Other Certifications held by an employee(s):
- 

**4.10 Does Bidder offer emergency 24/7 services?**      Yes  No

**4.11 Preference**

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

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

**4.12 Open Competition**

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

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

**4.13 Silence of Specification**

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

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

**4.14 FOB Destination, Freight Prepaid**

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

**4.15 Award by Either**

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

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

**4.16 Criminal History and Background Information**

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

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

**4.17 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 |

| Type of Insurance                           | Limit                        | Amount                     |
|---|------------------------------|----------------------------|
| Garage Keepers Liability                    | Each Occurrence              | \$1 Million                |
| Property Damage                             | Each Occurrence<br>Aggregate | \$1 Million<br>\$1 Million |
| Workers Compensation and Employer Liability | As Required by Iowa law      | As required by Iowa law    |

#### 4.17.1 Certificates of Coverage

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

#### 4.17.2 Waiver of Subrogation Rights

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

**4.17.3 Proceeds**

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

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

**4.18 Defective Equipment**

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

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

**4.19 Standard of Quality**

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

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

**4.20 Nonprofits**

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

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

**4.21 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? \_\_\_\_\_

What discount will you give for payment in 30 days? \_\_\_\_\_

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

**4.22 Public Entities (Political Subdivisions)**

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

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

**4.23 Firm Contract Pricing**

Any contract that results from this bid will have firm pricing for two (2) years.

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

**4.24 Invoicing**

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

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

**4.25 Best and Final Offers**

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

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

**4.26 Adjustments in Pricing**

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

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

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

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

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

**4.27 Additional Items or Manufacturers**

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

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

**4.28 Pricing**

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

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

**4.29 Pricing Restrictions**

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

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

**Attachment #1  
Certification Letter**

**Alterations to this document are prohibited.**

(Date) \_\_\_\_\_

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

Subject: Request for Bid - Bid Certifications

Dear Nancy:

I certify that the contents of the Bid submitted on behalf of \_\_\_\_\_ (**Name of Bidder**) in response to Iowa Department of Administrative Services for RFB1121005003 for Auto Body Repair Services are true and accurate. I also certify that Bidder has not knowingly made any false statements in its Bid.

**Certification of Independence**

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

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

**Certification Regarding Debarment**

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

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

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

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

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

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

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

Sincerely,

\_\_\_\_\_  
**Signature**

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

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

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

(Date) \_\_\_\_\_

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

Subject: Request for Bid – Authorization to Release Information

Dear Nancy:

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

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

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

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

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

Sincerely,

\_\_\_\_\_  
**Signature**

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

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

**Attachment #3  
Exceptions Form**

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

| <u>Section</u> | <u>Exception</u> |
|----------------|------------------|
| 1. _____       | _____<br>_____   |
| 2. _____       | _____<br>_____   |
| 3. _____       | _____<br>_____   |
| 4. _____       | _____<br>_____   |
| 5. _____       | _____<br>_____   |
| 6. _____       | _____<br>_____   |
| 7. _____       | _____<br>_____   |
| 8. _____       | _____<br>_____   |
| 9. _____       | _____<br>_____   |
| 10. _____      | _____<br>_____   |

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

**SUBMISSION OF THIS FORM 22 IS REQUIRED**

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

**1. Confidential Treatment Is Not Requested**

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

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

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

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

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

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

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

**Part 1 – No Confidential Information Provided**

**Confidential Treatment Is Not Requested**

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

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

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

\_\_\_\_\_  
Company

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**Part 2 - Confidential Treatment is Requested**

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

**NOTE:**

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

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

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

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

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

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

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

\_\_\_\_\_  
Company

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# **EXHIBIT A**

## **Creative Risk Solutions**

### **State Vehicle Accident Reporting, Claim, and Damage Repair Procedures**

**Updated as of January 27, 2020** State of Iowa - Iowa Department of Administrative Services Central Procurement and Fleet Services Enterprise

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## **General Accident Procedures**

**Section 1** - Vendor must document all activities in the claim notes.

1. All accidents involving a state vehicle require an accident report.
2. The state employee completes an accident report and sends it to the DAS Fleet Services.
3. The report is emailed to eClaims@CRS; Vendor then logs the claims.
4. The employee will get one repair estimate using an approved body shop if it is within 30 miles.
5. Estimates are forwarded to and reviewed by Vendor and the DAS Fleet Services Manager.
6. If approved by Vendor, the estimate is forwarded to DAS Fleet Services for approval.
7. DAS Fleet Services must approve written estimates received from Vendor within one business day.
8. If a State agency wants to repair a vehicle that DAS has determined to be "totaled", the repair must be approved by the DAS – Fleet Services COO.
9. DAS Fleet Services must approve via email all supplemental repair estimates when the supplemental amount is more than 10% of the approved estimate of repairs or \$350 before supplemental costs are authorized. DAS Fleet Services shall respond to Vendor within one business day.
10. DAS Fleet Services Manager sends approval or denial email to Vendor, agency and driver.
11. Vendor contacts the body shop after DAS Fleet Services has approved the estimate to give permission to begin repairs.
12. The body shop sends the final invoice to Vendor. Estimates are not accepted as final invoices. Final invoices are forwarded to DAS Fleet Services for payment.
13. DAS Fleet Services approves invoice, sends it to DAS Finance for processing, and notifies Vendor of approval. DAS Finance issues all payments.
14. The State Agency pays the first \$500 no matter the claim value.
15. If the claim is the other person's fault, see Section 2.
16. If the claim is the State driver's fault and is < \$5,000, see Section 3.
17. If the claim is the State driver's fault and is >\$5,000, see Section 4.

NOTE: If, at any time, a lawsuit is filed, Vendor must cease all communication with all parties other than DAS Fleet Services.

**Section 2** - The claim is the other person's fault.

See steps 1 through 14 in Section 1 then:

1. Vendor contacts the other insurance company to claim subrogation.
2. Vendor notifies DAS Fleet Services that there is a counter offer amount. DAS Fleet Services must respond to Vendor regarding subrogation counter offer within one business day.
3. Vendor receives the check and forwards to DAS Fleet Services. Check must be written to the State of Iowa.
4. DAS Fleet Services takes the checks to DAS Finance to be deposited into the risk fund.
5. If a vehicle is totaled, Vendor will need a copy of the check when the vehicle is sold at auction. For check copies, contact DAS Fleet Services.

**Section 3** – The claim is the State driver's fault and is < \$5,000. See steps 1 through 14 in Section 1 then:

1. The claimant or insurance company claims subrogation.
2. Vendor or DAS Fleet Services refers claimant to Tort form website. [See Example 1]
3. The tort claim and all documentation are sent to Department of Management (DOM) at the Capitol.
4. DOM logs the claim and then sends copies to the Attorney General's (AG) Office and to DAS Fleet Services.
5. DAS Fleet Services reviews the documentation and emails the tort claim and information to Vendor within one business day.
6. Vendor receives the documents and conducts an investigation.
7. Vendor sends the Release and letter to claimant. [See Example 2]
8. The Claimant sends the signed Release to Vendor.
9. Vendor forwards the Release to DAS Fleet Services for payment.
10. DAS Fleet Services creates the request for payment and letter of satisfaction and forwards these documents with the Release to DAS Finance for processing. [Example 3 & 4]
11. DAS Fleet Services creates a 28E spreadsheet to reference the Release. [See Example 6]
12. The 28E report and the original Releases are scanned and sent to DOM and the AG's Office.
13. The original Release(s) and the 28E spreadsheet are sent to the AG's office. [Example 2 & 6]
14. These documents are put inside a packet and presented to the Appeal Board.
15. The Appeal Board reviews the packet and a vote takes place to ratify the claims.
16. If the claims are ratified, they are taken off the pending list of claims.

NOTE: If the Release format changes, it must be approved by the AG's office and include

signatures of all parties.

**Section 4** – The claim is the State driver’s fault and it > \$5,000. See steps 1 through 14 in section 1 then:

1. The other person or insurance company claims subrogation.
2. Vendor or DAS Fleet Services refers claimant to Tort form website. [See Example 1]
3. The tort claim and all documentation are sent to Department of Management (DOM) at the Capitol.
4. DOM logs the claim and then sends copies to the Attorney General’s (AG) Office and to DAS Fleet Services.
5. DAS Fleet Services Manager reviews the documentation and emails the tort claim and information to Vendor within one business day.
6. Vendor receives the documents and conducts an investigation.
7. Vendor sends a recommendation letter to DAS Fleet Services for review. After the review DAS Fleet Services sends it to the AG’s Office. [See Example 5]
8. The AG’s office reviews the claims and determines if more information is needed or if it can go forward to the Appeal Board.
9. These documents are put inside the packet and presented to the Appeal Board.
10. The Appeal Board rules on the AG’s and Vendor recommendation.
11. The AG’s office sends out the Release and letter. [See Example 2]
12. The AG’s office receives the Release.
13. The AG’s Office sends the Release to DOM.
14. The Release and letter are then sent to DAS Fleet Services for payment.
15. DAS Fleet Services Manager creates the request for payment and letter of satisfaction and forwards these documents with the Release to DAS Finance for processing.
16. When the check is created in DAS Finance, it is then hand delivered to the AG’s Office, 2<sup>nd</sup> Floor Hoover Building.
17. The AG’s Office sends the payment to claimant and a copy of payment to DAS Fleet Services.

## **State Vehicle Repair – Procedural Checklist**

1. Each claim file must contain an accident report, vehicle identification number (VIN), vehicle plate number, driver information, name of State agency to which the vehicle is assigned, fault assessment, police reports or similar documents if available, injury information if necessary, witness information & statements if available.
2. Each claim file must contain a written, detailed estimate from a body shop regarding the repairs to be performed. Body shops with Master Agreements (MAs) with the State should be used whenever feasible, however, Vendor is allowed discretion to utilize a non-MA body shop if its estimated cost to repair is less expensive compared to an MA body shop, there is no MA body shop within 30 miles, or the amount of vehicle repair time can be reduced if needed to facilitate the vehicle owning agency. Vendor will ensure correct MA pricing is charged when applicable.
3. Prior to the start of any repair, a written estimate must be approved by DAS Fleet Services, based upon an emailed recommendation from Vendor. All Vendor claims adjustment worksheets or pencil notes must be included in the file. DAS Fleet Services shall respond to Vendor within one business day.
4. All estimates are to be reviewed against Mitchell software. All claim files related to estimates between \$1,500 and \$3,500 will include all desk review documentation. If a desk review is not conducted, a detailed entry in the file notes is required regarding why the review was not performed. The desk review will contain a Mitchell software report to ensure the proper repairs will be made. Vendor will use the desk review to recommend (in an email) to DAS Fleet Services the appropriate repairs at the appropriate costs.
5. All claim files related to estimates of \$3,500 or greater will include an on-site vehicle inspection report. If an on-site inspection is not conducted, a detailed entry in the file notes is required regarding why an on-site inspection was not performed. The on-site inspection report will include a Mitchell software report and applicable photographs to ensure the proper repairs will be performed. Vendor will utilize this report to recommend (in an email) to DAS Fleet Services the appropriate repairs at the appropriate costs. If the body shop estimate increases due to an on-site inspection finding, detail regarding the basis for the cost increase must be included in the file notes.
6. DAS Fleet Services must approve via email all supplemental repair estimates when the supplemental amount is more than 10% of the approved estimate of repairs or \$350 before supplemental costs are authorized. DAS Fleet Services shall respond to Vendor within one business day. The receipt of the supplemental estimate, a copy of the estimate from the body shop, and DAS's approval must be included in the file notes. The inspection vendor's estimate may be included in lieu of the body shop's estimate if payment is based on that amount.
7. The general criteria to be used to determine if a State vehicle should be repaired or deemed to be "totaled," is when the repair estimate cost is 50% or more of the NADA adjusted clean trade-in value or, if the DAS purchase price is less than the NADA adjusted clean trade-in value, 50% of that amount as calculated by the DAS CPFSE CFO. A document or a screen shot of the NADA adjusted clean trade-in value or the DAS CPFSE CFO calculation must be placed in the Vendor file for all totaled vehicles.

Exceptions to the above stated criteria must be approved by the DAS Fleet Services COO. DAS Fleet Services shall respond to Vendor within one business day.

8. Payment must be made from the Vendor invoice. Payment must not include State taxes or shop supplies.
9. Subrogation demands from Vendor to the at-fault person/insurance company must include ALL repair-related costs (actual repair, towing, storage, etc.). If subrogation is not pursued, the rationale for such must be approved by DAS Fleet Services via email and documented in the claim file.
10. Subrogation counter offers received by Vendor which are less than the demand amount must be approved by DAS Fleet Services via email to Vendor. All correspondence/reasoning related to any counter offer (and recommendations from Vendor) must be forwarded to DAS Fleet Services prior to this approval. DAS Fleet Services shall respond to Vendor within one business day. If collection involves an outside collection agency, the subrogation amount will be net of the collection fees. *Note: Outside collection agency currently not utilized; would like to revisit.*
11. When applicable, subrogation pursued by Vendor must be noted in the file. Receipt of the subrogation check is noted in the file and the check is sent to DAS Fleet Services. If collection appears unsuccessful, an explanatory note must be entered into the file before closing. A listing of unsuccessful subrogation cases must be provided to DAS Fleet Services each month. The listing should include: claim number, date of event, the demand amount, the other driver's name, driver's license number, insurance company (if any), and any other relevant information.

## **Tort Claims – State Vehicle at Fault**

1. Vendor conducts an investigation based upon a tort claim and any related documentation and information received from DAS Fleet Services. Detailed notes are added to the claim file to document the investigative steps taken.
2. Using the same estimate thresholds above (\$1,500 and \$3,500), Vendor uses a subcontractor/adjuster to verify the damage to the other vehicle(s) involved. Per Vendor, this is to ensure the tort claim amount is reasonable. The subcontractor/adjuster's Mitchell report is included in the claim file.
3. A copy of the signed tort claim, the State Appeal Board release document, and Vendor recommendations are included in the claim file.
4. DAS Fleet Services must approve via email the amount to be released for payment of the tort claim. A copy of such approval is included in the claim file. DAS Fleet Services prepares the packet of information and provides the first-level approval. The packet is sent to the Attorney General's office for settlement authority, and then to be presented to the State Appeal Board for final approval. DAS Fleet Services shall respond to Vendor within one business day.

## Reports

### LOSS RUN REPORT

1. The monthly Loss Run report will consist of multiple tabs including:
  - a. Cumulative Agency Totals (Cumulative and for each Month)
    - i. Agency name
    - ii. YTD agency claims
    - iii. YTD claims- % of total claims
    - iv. YTD claims- % of paid claims
    - v. YTD closed claims
    - vi. Claims remaining open
    - vii. Shop estimate
    - viii. Comp/Collision payments
    - ix. YTD total savings to total estimate
    - x. Expense paid
    - xi. Property damage
    - xii. Total paid
    - xiii. Total recovery
  - b. Loss Run
    - i. Claim number
    - ii. Agency
    - iii. Claim status
    - iv. Coverage minor
    - v. Preventable
    - vi. Date of loss
    - vii. Date of claim
    - viii. Date closed
    - ix. Shop estimate
    - x. comp/collision payments
    - xi. Savings to total estimate
      1. The savings amount is defined as the difference between the body shop repair estimate amount (including supplemental estimates) and the amount actually paid or the amount paid to the State for totaled vehicle. The estimated amount in this calculation must **exclude** all State taxes noted on the body shop written estimate, as the State is exempt from paying taxes. Short-paying vendor invoices and any refund checks received (for duplicate payments, taxes, etc.) are **not** considered savings.
    - xii. Expense paid
    - xiii. Property damage
    - xiv. Total paid
    - xv. Total recovery
    - xvi. SOI amount billed
  - c. Month by Month breakdown

- i. Agency
  - ii. Total Claim Count
  - iii. Claim %
  - iv. Total Paid
  - v. Paid %
2. Detailed back-up for the report will be available upon request. Data will be maintained for at least six years from the accident date.
3. Changes to the report will be made upon the DAS Fleet Services request.

## **BILLING REPORT**

1. On the first day of each month a file is sent by Vendor to the DAS Fleet Services. This file includes the following three service codes:
  - a. 4091 – Vehicle Accident Deductible – This is billed to each vehicle that has an accident
  - b. 4092 - Vehicle Accident Deductible Refund/Recovery from another party – If the accident was the other parties fault and DAS is able to recover the funds back, the deductible is given back to the agency
  - c. 4093 - Vehicle Accident Insurance Settlement or Salvage – When a vehicle is a total loss the agency is paid through the risk fund
2. Vendor creates a file based on the rules above for each service code. The file is sent to the DAS Fleet Services Manager:
  - a. The file is in one workbook with 3 separate worksheets.
  - b. The three worksheets are combined.
  - c. The file is reviewed for VIN and car number errors.
  - d. The file is sent to DAS Finance for processing.

# Example 1

**STATE APPEAL BOARD CLAIM FORM  
AND AFFIDAVIT**

**CLAIM NUMBER**

(for Appeal Board use only)

*This form is also available on the Internet at*

Submit to:

<http://www.dom.state.ia.us/appeals/index.html>

STATE APPEAL BOARD

Department of Management

State Capitol, 1007 E. Grand Ave, Room 13

Des Moines, Iowa 50319

DATE RECEIVED: \_\_\_\_\_

(for Appeal Board use only)

**Directions:** A TORT CLAIM **MUST** submit 3 complete sets of documents, an original form with any attachments and two claim form copies with attachments for **EACH**, CLAIMANT and NOTARY PUBLIC must sign. A GENERAL CLAIM **MUST** submit 2 complete sets of documents, an original and one copy, with attachments for **EACH**. Please see specific directions on the back of this form that pertain to the type of claim you are filing.

1. NAME OF CLAIMANT (please print full name)

2. DATE OF BIRTH

3. ADDRESS OF CLAIMANT (Street, City, State, Zip Code)

4. TELEPHONE: HOME ( )  
BUSINESS ( )

Email Address

5. CLAIMANT'S SOCIAL SECURITY NUMBER

OR

FEDERAL TAX IDENTIFICATION NUMBER

6. IDENTIFY STATE AGENCY OR DEPARTMENT INVOLVED

7. LOCATION OF ACCIDENT/INCIDENT

<For Tort Claims Only>

8. DATE/TIME OF ACCIDENT/INCIDENT

9. SELECT TYPE OF CLAIM: place an X in the box (A SEPARATE claim must be filed by each claimant for each of the three types of claims defined below)

(1) GENERAL \_\_\_\_\_ AMOUNT OF CLAIM

FOR TORT CLAIMS, INDICATE ONE OF THE FOLLOWING:

(2) TORT CLAIM AGAINST THE STATE

PROPERTY DAMAGES \$ \_\_\_\_\_

(3) TORT CLAIM AGAINST STATE EMPLOYEE(S)

PERSONAL INJURY \$ \_\_\_\_\_

*Give employee(s) name and department*

WRONGFUL DEATH \$ \_\_\_\_\_

10. BASIS OF CLAIM (Please provide all the information required on the reverse side of this form. Attach separate sheets if necessary.)

11. NAME, ADDRESS, TELEPHONE # AND EMAIL ADDRESS OF ATTORNEY, IF ONE HAS BEEN RETAINED IN THIS CASE.

12. ATTORNEY'S SOCIAL SECURITY NUMBER

OR

FEDERAL TAX IDENTIFICATION NUMBER

I, the claimant, being duly sworn upon oath depose and state that I have read the supplied information and the same is true and correct to the best of my belief.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

CLAIMANT'S SIGNATURE

My commission expires \_\_\_\_\_

NOTARY PUBLIC SIGNATURE

#### TYPE 1: GENERAL CLAIMS

##### TYPE 1: GENERAL CLAIMS (25.2)

The State Appeal Board, with the recommendation of the Special Assistant Attorney General for claims, may approve or reject claims against the state of less than five years covering the following: outdated warrants; outdated sales and use tax refunds; license refunds; additional agricultural land tax credits; outdated invoices; fuel and gas tax refunds; outdated homestead and veteran's exemptions; outdated funeral service claims; tractor fees; registration permits; outdated bills for merchandise; services furnished to the state; claims by any county or county official relating to the personal property tax credit; and refunds of fees collected by the state.

##### INSTRUCTIONS TO CLAIMANT

Statements, information, and evidence concerning the following items are required to support your claim.

1. Itemized statement for services rendered or merchandise furnished and the name of the state agency or employee involved. Explain why the invoice was not submitted within the current fiscal year.
2. If for a refund, explain in detail and indicate state agency involved.
3. Complete information concerning claim must be given together with amount claimed in dollars.
4. State employees claiming expenses must attach standard expense form with the agency certification signature, and explain why expenses were not submitted within the current fiscal year.

***If your General Claim is denied by the State Appeal Board, it will automatically be presented to the General Assembly.***

#### TYPE 2 & 3: TORT CLAIMS

##### TYPE 2 & 3: TORT CLAIMS (669.2(3))

- a. Any claim against the State of Iowa for money only, on account of damage to or loss of property, or on account of personal injury or death caused by the negligent or wrongful act or omission of any employee of the state while acting within the scope of the employee's office or employment under circumstances where the state, if a private person, would be liable to the claimant for such damage, loss, injury, or death.
- b. Any claim against an employee of the state for money only, on account of damage to or loss of property, or on account of personal injury or death caused by the negligent or wrongful act or omission of any employee of the state while acting within the scope of the employee's office or employment.

##### NOTICE TO CLAIMANT

- I. Describe accident, and state in detail all known facts and circumstances attending the damage or injury, the state agency and property involved, and the cause thereof, and the names and addresses of all persons who have knowledge of any relevant facts relating to the claim.
- II. If an insurance carrier has subrogation rights, provide name, address, and policy number.
- III. In support of claim for personal injury or death, claimant shall submit the following information:
  - A. Detailed description of nature, extent, and duration of any and all injuries.
  - B. If treated by doctors, the name and address of each doctor, the dates and places where treatments were received, and the date of the last treatment.
  - C. If any hospital confinement, the name and address of each doctor, the dates and places where treatments were received, and the date of the last treatment.
  - D. If a previous injury, disease, illness, or condition is claimed to have been aggravated or accelerated, specify in detail the nature of each, and the name and present address of each doctor, if any, who rendered or is rendering treatment for said condition.
  - E. If employed at the time of accident, state:
    - (1) The name and address of the employer; (2) Position held and nature of work performed; (3) Average weekly wage for past year; (4) Period of time lost from employment, giving dates; and (5) Amount of wages lost, if any.
  - F. If other loss of income, profit, or earnings is claimed, state:
    - (1) The total amount of said loss in complete computation; (2) Nature and source of loss of such income, profit, or earnings; (3) Date of deprivation thereof; (4) Period of time of such loss; and (5) Whether loss is still continuing.
  - G. If there has been a return to employment or occupation, state:
    - (1) Name and address of present employer; (2) Position held and nature of work performed; and (3) Present weekly wages, earnings, income, or profit.
  - H. Itemize in complete detail all monies expended or expenses incurred, in any regard, in connection with said claim.
- IV. In support of any claim for property damage the claimant shall submit the following information:
  - A. If alleged damage relates to motor vehicle, state:
    - (1) Make, model, and year of motor vehicle; (2) Amount paid by claimant for said motor vehicle and date the same was purchased; (3) If repairs have been made, furnish copy of bill; (4) If no repairs have been made, please provide **TWO SEPARATE ESTIMATES OF REPAIR**; and (5) The specific part or parts of said motor vehicle alleged to have been damaged.
  - B. If other damaged property is in any way related to alleged claim, state:
    - (1) The specific articles of property alleged to have been damaged, clearly enumerating each article involved; (2) Method by which said property was acquired. If purchased, give name of person from whom bought, purchase prices, date acquired and use to which it has been put since owned; (3) Depreciated value as of date of loss; (4) If repairs have been made, furnish a copy of bill; and (5) If no repairs have been made, but an estimate of the cost of said repairs has been obtained, furnish a copy of said estimate.

**Example 2**

STATE APPEAL BOARD RELEASE

CLAIM NO.  
State Driver:

I, \_\_\_\_\_, owner \_\_\_\_\_, the claimant, being of legal age, and upon receipt of a State Warrant in the amount of \$ \_\_\_\_\_ hereby release, acquit and forever discharge the State of Iowa, its agencies, officers, employees and agents and all other persons acting on behalf of the State or any State agency, from all property damage/personal injury liability whatsoever, including all claims, demands and causes of action for personal injury affecting me, which I may have or ever claim to have, by reason of the incident which is the subject of this claim.

AS FURTHER CONSIDERATION FOR PAYMENT IT IS ALSO AGREED:

1. This release covers all property damage/personal injury, whether known or not, and which may later appear or develop arising from matters directly or indirectly related to this claim.
2. The above payment is all that will be received or given for this property damage/personal injury claim and no promise of any other or further payment as been made by anyone.
3. This release is executed as a compromise settlement of a disputed property damage/personal injury claim only, and the State denies it has any liability arising from this claim.
4. This release is given solely in reliance upon my own knowledge, belief and judgment and may not upon any representations made by parties released or others in their behalf.
5. The undersigned shall indemnify and hold harmless the State of Iowa, its agencies, officers, employees and agents from any and all other personal injury claims, property damage claims, liens or liabilities, including the right to subrogation for property damage arising out of or resulting from the damage to the claimant property in connection with this claim.

I (WE) HAVE READ THE FOREGOING RELEASE, UNDERSTAND ITS TERMS, AND FREELY AND VOLUNTARILY SIGN THE SAME.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_  
(City and State)

**CAUTION**

**THIS IS A RELEASE -- READ CAREFULLY BEFORE SIGNING**

\_\_\_\_\_  
CLAIMANT  
\_\_\_\_\_  
ADDRESS  
\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
CLAIMANT  
\_\_\_\_\_  
ADDRESS  
\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
WITNESS  
\_\_\_\_\_  
ADDRESS  
\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
WITNESS  
\_\_\_\_\_  
ADDRESS  
\_\_\_\_\_  
CITY STATE ZIP

**Example 3 - Updated 12/13/19**



Iowa Department of Administrative Services

*Service • Efficiency • Value*

Governor Kim Reynolds  
Lt. Governor Adam Gregg

Jim Kurtenbach, Director

November 14, 2019

Department of Administrative Services  
DAS Finance  
3<sup>rd</sup> Floor Hoover Building

The following tort claim has been settled and is hereby ordered to be paid by the Department of Administrative Services self-insurance automobile fund.

| <u><i>CLAIM</i></u> | <u><i>NAME OF CLAIMANT</i></u> | <u><i>CLAIM<br/>AMOUNT</i></u> | <u><i>AMOUNT<br/>APPROVED</i></u> |
|---------------------|--------------------------------|--------------------------------|-----------------------------------|
|---------------------|--------------------------------|--------------------------------|-----------------------------------|

Please send the check to the claimant along with a copy of the release. Please send a copy of the check to DAS Fleet Services.

Sincerely,

**Example 4 - Added 12/13/19**

**STATE OF IOWA**

**GAX**

|   |                 |                                       |             |   |  |  |                    |                 |
|---|-----------------|---------------------------------------|-------------|---|--|--|--------------------|-----------------|
| <b>BUDGET FY</b>  |                 | <b>GENERAL ACCOUNTING EXPENDITURE</b> |             |   |  | <b>DOCUMENT NUMBER</b>                   |                    |                 |
|   |                 | <small>DATE</small>                   |             | <small>ACCTG PERIOD (MM/YY)</small>                         |  |  |                    |                 |
| <b>FY20</b>   |                 | 11/19/19                              |             |   |  |  |                    |                 |
| <b>VENDOR CODE</b>  |                 |                                       |             | <b>DEPARTMENT NAME</b> <small>next # should be #019</small> |  |  |                    |                 |
| <b>VENDOR NAME AND ADDRESS</b>  |                 |                                       |             | <b>BILL TO ADDRESS (ORDERING DEPARTMENT)</b>                |  | <b>SHIP TO ADDRESS</b>                   |                    |                 |
|   |                 |                                       |             |   |  |  |                    |                 |
| <b>TERMS</b>  |                 | <b>FOB</b>                            |             | <b>ORDER APPROVED BY</b>                                    |  | <b>GOODS RECEIVED/SERVICES PERFORMED</b> |                    |                 |
|   |                 |                                       |             |   |  | <b>DATE</b> <b>INITIALS</b>              |                    |                 |
|   |                 |                                       |             |   |  |  |                    |                 |
| <b>QUANTITY</b>   |                 | <b>VENDOR'S INVOICE DATE</b>          |             | <b>VENDOR'S INVOICE NUMBER</b>                              |  |  |                    |                 |
| <b>ORDERED</b>  | <b>RECEIVED</b> | <b>UNIT OF MEASURE</b>                |             | <b>DESCRIPTION</b>  |  | <b>UNIT PRICE</b>                        | <b>TOTAL PRICE</b> |                 |
|   |                 |                                       |             |   |  |  | 1,950.00           |                 |
|   |                 |                                       |             |   |  |  | 0.00               |                 |
|   |                 |                                       |             |   |  |  | 0.00               |                 |
|   |                 |                                       |             |   |  |  | 0.00               |                 |
|   |                 |                                       |             |   |  |  | 0.00               |                 |
|   |                 |                                       |             |   |  |  | 0.00               |                 |
|   |                 |                                       |             |   |  |  | 0.00               |                 |
|   |                 |                                       |             |   |  |  | 0.00               |                 |
|   |                 |                                       |             |   |  |  | 0.00               |                 |
|   |                 |                                       |             |   |  |  | 0.00               |                 |
|   |                 |                                       |             |   |  |  | 0.00               |                 |
|   |                 |                                       |             |   |  |  | 0.00               |                 |
| <b>DOCUMENT TOTAL</b>   |                 |                                       |             |   |  |  | <b>1,950.00</b>    |                 |
| <b>CLAIMANTS CERTIFICATION</b>  |                 |                                       |             |   | <b>DEPARTMENT CERTIFICATION</b>  |  |                    |                 |
| I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND THAT NO PART OF THIS CLAIM HAS BEEN PAID |                 |                                       |             |   | I CERTIFY THAT THE ABOVE EXPENSES WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY: |  |                    |                 |
| <b>DATE</b> <b>TITLE</b>  |                 |                                       |             |   | <b>CODE OR CHAPTER SECTION(S)</b>  |  |                    |                 |
| CLAIMANT'S SIGNATURE  |                 |                                       |             |   |  |  |                    |                 |
| <small>THE FOLLOWING FIELDS ARE FOR ACCOUNTING USE ONLY</small>   |                 |                                       |             |   |  |  |                    |                 |
| <b>LINE</b>   | <b>FUND</b>     | <b>DEPT</b>                           | <b>UNIT</b> | <b>SUB UNIT</b>   | <b>OBJT</b>  | <b>SUB OBJT</b>                          | <b>DESCRIPTION</b> | <b>AMOUNT</b>   |
| 01  | 0665            | 005                                   | 5790        |   |  |  |                    | 1950.00         |
| 02  |                 |                                       |             |   |  |  |                    | 0.00            |
| 03  |                 |                                       |             |   |  |  |                    | 0.00            |
| 04  |                 |                                       |             |   |  |  |                    | 0.00            |
| 05  |                 |                                       |             |   |  |  |                    | 0.00            |
| 06  |                 |                                       |             |   |  |  |                    | 0.00            |
| 07  |                 |                                       |             |   |  |  |                    | 0.00            |
| 08  |                 |                                       |             |   |  |  |                    | 0.00            |
| <b>DOCUMENT TOTAL</b>   |                 |                                       |             |   |  |  |                    | <b>1,950.00</b> |

**Example 5**

**REPORT OF THE DEPUTY ATTORNEY GENERAL FOR CLAIMS**

| <u>Claim No.</u> | <u>Claimant</u> | <u>Nature<br/>of Claim</u> | <u>Amount<br/>of Claim</u> | <u>Recommendation</u> |
|------------------|-----------------|----------------------------|----------------------------|-----------------------|
|------------------|-----------------|----------------------------|----------------------------|-----------------------|

**Date of Claim:**

**Date Received by DOM:**

**Description of Claim:**

Based on the recommendation of the agency and review by the Iowa Attorney General and Special Assistant Attorney General, this claim shall be approved/denied by Counsel and claimant shall be notified.

**ACTION BY THE DEPUTY ATTORNEY GENERAL: APPROVE/DENY**

\_\_\_\_\_ **Amount Approved:**  
**DEPUTY ATTORNEY GENERAL**

**ACTION OF THE STATE APPEAL BOARD:** \_\_\_\_\_

**DATE ACTED UPON:** \_\_\_\_\_



