# RFB0317588003 – Emergency Truck Rental

# SECTION 1 - INTRODUCTION

* 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 not attached to bid response in VSS, the Bidder’s bid will be disqualified.

* 1. **Purpose**

The purpose of this Request for Bids (RFB) is to solicit bids from qualified providers to provide the goods and/or services identified on the RFB cover sheet and 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. **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”** meansa 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).

**“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 RequestforBids 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. **Contract Term**

The term of the contract will begin May 15, 2017 and end on May 14, 2017. The Contract may be renewed by mutual agreement of both parties for up to five (5) annual extensions. The resulting contract will be available to the Iowa Department of Public Health.

* 1. **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 of Iowa is seeking eligible vendors within the Des Moines Metro Area, including the cities of Altoona, Ankeny, Des Moines, Grimes, Johnston, and West Des Moines to bid on Emergency/Disaster Deployment truck rental services for the Iowa Department of Public Health. The Agency may have a need to respond within a limited time frame during any type of weather event or public health emergency/disaster and haul the Mobile Health Care Facility (shelter system), supplies, and equipment stored in Des Moines to various locations across the state. The Agency currently has a fleet of pickups and trailers to provide some of these services but will require additional vehicles from third party vendors to assist in getting critical supplies to various locations across the state.

The State of Iowa reserves the right to award multiple vendors because the services are on-demand in nature and vendor truck inventories vary daily.

# SECTION 2 – ADMINISTRATIVE INFORMATION

* 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.

* 1. **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.

* 1. **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.

* 1. **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.

* 1. **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.

* 1. **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.

* 1. **Costs of Preparing the Bid**

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

* 1. **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.

* 1. **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.
	1. **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.

* 1. **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.

* 1. **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.

* 1. **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.

* 1. **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.

* 1. **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.

* 1. **Public Records and Requests for Confidential Treatment**

The Agency’s release of public records is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. 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 Bidder as non-confidential records unless Bidder requests specific parts of the Proposal 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.**

A Bidder requesting confidential treatment of specific information must: (1) fully complete Form 22, (2) identify the request in the transmittal letter with the Bidder’s Proposal, (3) conspicuously mark the outside of its Proposal as containing confidential information, (4) mark each page upon which confidential information appears, and (5) 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 material as confidential, (2) justifies why the material should be maintained in confidence, (3) explains why disclosure of the material 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 material.

The Public Copy from which confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal 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 section or a Bidder’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Bidder’s Proposal as non-responsive. Requests to maintain an entire Proposal 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 material, 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.

* 1. **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.

* 1. **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.

* 1. **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.

* 1. **Evaluation of Bids Submitted**

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

* 1. **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.

* 1. **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.

* 1. **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.

* 1. **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.

* 1. **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.

* 1. **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.

* 1. **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.

* 1. **Appeals**

Appeals of the Notice of Intent to Award are governed by the Agency’s Bidder appeal process. Bidders may obtain information about the appeal process from the Issuing Officer and at Iowa Administrative Code chapter 11-117.

* 1. **Unit Price**

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

* 1. **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.

* 1. **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>

* 1. **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 May 2, 2017 no later than 2:00 PM CST. Oral questions will not be permitted. If the questions and requests for clarifications pertain to a specific section of the RFB, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications will be issued in the form of an addendum and sent to Bidders who received RFBs.

**SECTION 3 – SPECIFICATIONS**

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

**3.1 General Purpose**

The purpose of this solicitation is to establish a contract with one or more vendors to provide various sizes of rental trucks in the Des Moines Metro area, as defined in Section 1.5, during emergency or disaster situations. Vendors may submit a bid for one or more of the vehicles listed in Section 3.2. It is not required that Bidders bid on all vehicles.

These vehicles may be driving into any type of weather event or public health emergency within the State of Iowa. The Department of Public Health will be hauling the Mobile Health Care Facility along with supplies and equipment. This system is in palletized cases up to 94 inches long. The supplies and equipment are in tri-walled cardboard and hard-sided containers and stored at a Des Moines facility.

**3.2 Bidder Requirements**

Services listed below will be considered minimum and must be identified and addressed in your bid.

**3.2.1** Eligible Bidders - must be an established vehicle rental company for vehicle pickup and return in the areas indicated in Section 1.5. Bidder must have a minimum of five (5) years of successful commercial experience providing rental vehicle services comparable to those required under this Bid.

**3.2.2** Bidder shall provide a list of each of their locations that will participate in the Contract.

**3.2.3** Bidder is responsible for having sufficient inventory of rental trucks within the areas indicated in Section 1.5 to accommodate the needs of the Agency.

**3.2.4** Bidder must have all required licenses, bonding, facilities, equipment, vehicles, and trained personnel necessary for operation of rented vehicles.

**3.3 General Requirements**

**3.3.1** All vehicle rentals must be in good working condition and receive documented routine maintenance.

**3.3.2** All vehicles shall be supplied ready for operation with a full tank of fuel and filled with all recommended fluids and lubricants. Vehicles should be returned to the rental location with a full tank of fuel. Vehicles not returned with a full tank of fuel will be charged at the current per gallon rate in the Des Moines Metro Area at the time of return.

**3.3.3** Unlimited mileage must be included in the rental rate for all vehicles rented.

**3.3.4** Actual dimensions, weights, capacities, and measurements shall be clearly described in the Bid Response. When the Bid Response differs in any way from the specifications set forth herein, the Bidder shall explicitly describe each variance in detail, referencing the appropriate paragraph or section to which the variance applies. If no exceptions are submitted, the State shall presume that the vehicle is as specified and the Successful Bidder shall be responsible to furnish as bid. In determining the acceptability of any equipment not fully meeting the specifications, the decision of the Agency will be final.

**3.3.5** The Bidder shall provide specification or technical sheets for each vehicle bid with their Bid Response. Failure to submit this information may be cause for rejection of Bid.

**3.3.6** The vehicles offered shall be equipped and comply with all applicable federal, state and industry stands and regulations including, but not restricted and meet all Department of Transportation, State of Iowa, OSHA, and Federal standards and requirements.

**3.3.7** The Agency reserves the right to rent other types of vehicles through the resulting Contract other than what has been bid per Section 4.9. Vehicles outside of the specifications of this Bid will only be added upon agreement by both parties.

**3.3.8** All Agency drivers will possess a valid driver’s license issued by the State in which the driver resides.

**3.4 Vehicle Specifications**

All vehicles bid shall be at minimum a base model with automatic transmission, bucket seats or bench seat in the cab, air conditioning, and tie downs for supplies being transported.

**3.4.1 ITEM NO 1: PICKUP TRUCK, THREE-QUARTER (3/4)-TON (250 or 2500 Series Pickup)**

**The Pickup Trucks will be hauling trailers owned by the Agency.**

Each pickup truck shall meet the following minimum specifications:

* V-8 Gas or Diesel Engine minimum
* Class IV receiver hitch
* Electric Trailer brake controller and electrical connector
* Trailer light electrical connector

**3.4.2 ITEM NO 2: PICKUP TRUCK ONE (1)-TON (350 or 3500 Series Pickup)**

**The Pickup Trucks will be hauling trailers owned by the Agency.**

Each pickup truck shall meet the following minimum specifications:

* V-8 Gas or Diesel Engine minimum
* Class IV receiver hitch
* Electric Trailer brake controller and electrical connector
* Trailer light electrical connector

**3.4.3 ITEM NO 3: 24 – 28 FOOT BOX TRUCKS (10,000 LB LOAD CAPACITY) WITH LIFT GATE**

The 26 foot box truck is the preferred box size because the optimum number of 96 inch length pallets fit in that size box. However, other sizes will be considered and should be bid due to the nature of the on-demand services and variables involved. Conventional cab or cab-over-engine are both acceptable for the box trucks being bid. Bidders will indicate in their bids the box truck length(s) being bid and the pricing for each size of box truck bid. Each box truck shall meet the following minimum specifications:

* V-8 or V10 Gas or Diesel Engine minimum
* Rail gate Lift or Stowaway Lift are acceptable; must have capacity to handle 96 inch length pallets
* 2000 LB Lift Capacity Minimum
* Box length within the range of 24 to 28 feet

* 1. **Requirements for Availability of Rental Vehicles**
		1. The minimum number of trucks to be deployed at any one time may be two (2) box trucks and one (1) pickup truck and the maximum number of trucks be deployed at any one time may be six (6) box trucks and three (3) pickups at one time.
		2. The deployment of these vehicles may be required during any type of weather event or public health emergency or disaster at any time of day or night**. Therefore, the State of Iowa requires 24 hour, 7 days a week, 365 day per year availability for these rental vehicles. This means that the state will require the Bidder to provide a 24/7 telephone number to call for emergency rentals.**
		3. Once the Bidder is notified of the need for vehicle rentals, the Agency requires the equipment to be made available within a **2-4** hour time frame from initial request. The State of Iowa reserves the right to seek services from other contracted Bidders if equipment is not available from Bidder within **2-4** hours of the request by Agency.

**3.5.4** Should a disaster occur in the Des Moines Metro area, Bidder will explain if they have the capability to provide vehicles from outside the affected area and the approximate maximum length of time needed for delivery.

**3.5.5** All rental vehicles found to be deficient after pick up or receipt of the vehicles by the Agency period shall be returned and replaced with fully functional vehicles of similar model and/or size at Bidders expense within two hours of Agency notification.

* 1. **Rental Orders and Pick up/Delivery of Vehicles**

**3.6.1** An authorized representative from the Agency shall request the specific equipment needed by telephone or other means available. A written confirmation of the order shall be sent via email. The email shall outline the requested equipment, the anticipated rental term, and the delivery location (if applicable). Bidder shall have the capacity to allow for an adjustment in the rental term based on the emergency services needed.

**3.6.2** The Agency will pick up the equipment directly from the Bidder’s location unless personnel are not available.

**3.6.3** In cases where the Agency does not have enough personnel available to pick up the vehicles, the Bidder shall provide a flat rate per vehicle for delivery. All vehicles will be delivered within the time frame requested by the Agency at time of order. All equipment shall be delivered to the facility at the address shown below. Agency will specify delivery or pickup when the equipment rental is initially ordered. The address for delivery is 1901 Bell Avenue, Suite 16, Door N5, Des Moines, IA 50319.

**3.7** **Emergency Road Service and Accident Response**

**3.7.1** The Bidder shall provide emergency road service calls, including towing service for disabled vehicles Bidder rented to the Agency. The Bidder shall have staff on call to expeditiously handle vehicle breakdowns. The Bidder shall be responsible for all towing charges incurred. Bidder is responsible for replacing the disabled vehicle at Bidder’s expense with a fully functional vehicle of similar model and/or size within four hours of receipt of emergency service call from Agency unless all routes needed to reach the stranded vehicle are impassable.

**3.7.2** Describe Bidder’s procedures for roadside assistance dispatch and monitoring to stranded Agency drivers Include any fees associated with the services listed below in your bid response.

* Key Replacement – Keys become lost or unusable due to damage, or routine use.
* Lockout Service – Driver needs access into vehicle when keys are locked inside.
* Jump Start – Driver experiences a depleted battery and requires a jump start.
* Flat Tire Service Assistance – Driver needs assistance replacing a flat or damaged tire.
* Fuel Delivery – Driver runs out of gas.

**3.7.3** Bidder must track all accident and incidents involving the use of rented vehicles used by the Agency. Include procedures the Agency drivers must follow to report accidents, as well as your procedures for forwarding information to the Agency. Bidder shall call to the attention of the Agency to which a motor vehicle has been assigned, any evidence of the mishandling or misuse of a rented motor vehicle. This includes traffic violations.

**3.7.4** Bidder shall be responsible for processing accident repairs including appraisals, obtaining repair bids, transportation of vehicle to and from repair site, repair quality and timeliness. Bidder shall be responsible for administration, including the payment of invoices. Bidder shall provide all documentation regarding vehicle accidents to Agency upon request.

**3.8** **Rental Insurance**

**3.8.1** Bidders must provide **liability insurance** and **collision damage waiver** and include the cost of insurance in their rental rates. Bidder shall not charge any loss of use fees to the State, or Agency or individual state driver. This insurance shall also cover any optional items added at the time of rental.

**3.8.2** The Bidder shall be responsible for maintaining and providing proof of liability and collision damage insurance for all vehicles rented by the Agency.

**3.9 Rental Rates & Payment Methods**

**3.9.1** The Bidders submitted rental rates shall be the cost for vehicle including, but not limited to, costs associated with the preparations of all paperwork necessary for vehicle rentals, and any other miscellaneous fees. The state shall not be responsible for any maintenance on the equipment, except for daily fueling as needed.

**3.9.2** Rental rates do not begin to accrue until the State accepts delivery or possession of the vehicle, and will be payable only for the day the vehicle is in the State’s possession, and shall cease upon return of the vehicle to the Bidder.

**3.9.3** Per House File 622, a vehicle license recovery fee may be separately charged on a vehicle rental transaction originating in Iowa to recover fees paid to this state by a rental company to license, title, register, and plate rental vehicles.

**3.9.4** Bidder must accept the State’s PCard, all major credit cards, including central billing accounts for purchases via phone, internet or email.

# SECTION 4 - FORM OF BID

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

* 1. **Bidder Information**

Business Name:

Official Address:

Firm's State or Foreign Country of Residence:

Sales contact:

Telephone Number:

Fax Number:

Email:

* 1. **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** |  |

* 1. **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** |  |

* 1. **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](https://das.iowa.gov/sites/default/files/PCard/pdf/PC000-PcardPnPManual.pdf), or visit the [State Pcard website](https://das.iowa.gov/procurement/agencies/state-iowa-purchasing-card-program).

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

* 1. **Specifications**

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

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

* 1. **Bidder Experience**

The Bidder must provide the following information regarding its experience:

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

* 1. **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.

* 1. **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.

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

* 1. **Additional Items or Manufacturers**

The State reserves the right to add additional like items or manufacturers to the Contract during the life of the Contract, if it is in the best interest of the State to do so. Items or manufacturers may only be added upon the agreement of the Department.

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

* 1. [**Silence of Specification**](https://dasebid.ionwave.net/Desktop.aspx?pid=255&caid=9&at=203&ret=254&bret=252)

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.

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

* 1. **FOB Destination, Freight Prepaid**

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

* 1. **Pick Up Time**

The Bidder agrees to have ready for use the the number of vehicles ordered within\_2 - 4 hours from receipt of order.

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

* 1. **Aw**[**ard by Either**](https://dasebid.ionwave.net/Desktop.aspx?pid=259&caid=8&at=187&ret=254&bret=252)

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** |  |

* 1. [**Criminal History and Background Information**](https://dasebid.ionwave.net/Desktop.aspx?pid=259&caid=3&at=18&ret=254&bret=252)

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.

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

* 1. [**Insurance**](https://dasebid.ionwave.net/Desktop.aspx?pid=259&caid=3&at=19&ret=254&bret=252)

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 AggregateProducts – Comp/Op  AggregatePersonal injuryEach Occurrence | $2 million$1 Million$1 Million$1 Million |
| Automobile Liability (including contractual liability) written on an occurrence basis | Combined single limit | $1 Million |
| Excess Liability, umbrella form | Each OccurrenceAggregate | $1 Million$1 Million |
| Errors and Omissions Insurance | Each Occurrence  | $1 Million |
| Property Damage | Each OccurrenceAggregate | $1 Million$1 Million |
| Workers Compensation and Employer Liability | As Required by Iowa law | As required by Iowa law |

* + 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.

* + 1. **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.

* + 1. **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.

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

* 1. [**Standard of Quality**](https://dasebid.ionwave.net/Desktop.aspx?pid=255&caid=3&at=204&ret=254&bret=252)

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.

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

* 1. [**Payment Terms**](https://dasebid.ionwave.net/Desktop.aspx?pid=255&caid=3&at=21&ret=254&bret=252)

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** |  |

* 1. [**Firm Contract Pricing**](https://dasebid.ionwave.net/Desktop.aspx?pid=259&caid=3&at=192&ret=254&bret=252)

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

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

* 1. [**Invoicing**](https://dasebid.ionwave.net/Desktop.aspx?pid=259&caid=3&at=195&ret=254&bret=252)

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 Bidder monthly, within the period of time provided for by applicable State statute, after receipt of the Vendor's invoice for the goods and/or services supplied by the Bidder 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.

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

* 1. [**Best and Final Offers**](https://dasebid.ionwave.net/Desktop.aspx?pid=255&caid=3&at=206&ret=254&bret=252)

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.

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

* 1. [**Adjustments in Pricing**](https://dasebid.ionwave.net/Desktop.aspx?pid=255&caid=3&at=207&ret=254&bret=252)

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 90 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.

•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.

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

* 1. [**Substitution of Items During Term of Contract**](https://dasebid.ionwave.net/Desktop.aspx?pid=255&caid=3&at=211&ret=254&bret=252)

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

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

* 1. [**Country of Origin**](https://dasebid.ionwave.net/Desktop.aspx?pid=255&caid=3&at=214&ret=254&bret=252)

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

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

* 1. **Pricing**

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

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

* 1. [**Pricing Restrictions**](https://dasebid.ionwave.net/Desktop.aspx?pid=255&caid=3&at=217&ret=254&bret=252)

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)

Julie Janssen, Issuing Officer

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

Subject: Request for Bid - Bid Certifications

Issuing Officer:

I certify that the contents of the Bid submitted on behalf of (**Name of Bidder)** in response to Iowa Department of Administrative Servicesfor RFB0317588003 for Emergency Truck Rental 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 Bidderto 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 Biddernor 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 Agencymay declare the Bidder’s Bid or resulting contract void if the above certification is false. The Bidderalso understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in additional 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)

Julie Janssen, Issuing Officer

Iowa Department of Administrative Services
Hoover State Office Building, Level 3

1305 East Walnut Street
Des Moines, IA 50319-0105

Subject: Request for Bid – Authorization to Release Information

Dear Issuing Officer:

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

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

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

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

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

Sincerely,

**Signature**

**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)

 **Section Exception**

1.

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**Attachment #4**

**Form 22 – Request for Confidentiality**

Per section 2.16 of the Request for Bid (RFB), a Bidder requesting portions of its Bid be maintained in confidence must complete this form and submit it with its Bid. Bidders should read and familiarize themselves with chapter 22 of the Iowa Code regarding release of public records before completing this form. Section 2.16 of the RFB provides the Bidder instructions regarding how to request confidential treatment of portions of its Bid.

**NOTE:** Completion of this Form is the sole means of requesting confidential treatment. Completion of the form and agency’s acceptance of Bidder’s submission does not guarantee the agency will grant Bidder’s request for confidentiality. The agency may reject Bidder’s Bid entirely in the event Bidder requests confidentiality and does submit a fully completed Form or requests confidentiality for portions of its Bid that are improper under the RFB.

To request confidentiality, Bidder must provide the following information:

1. [ ]  Bidder must conspicuously mark confidential material in its Bid in accordance with section 2.16 Public Records and Requests for Confidential Treatment. **Check box when completed.**
2. Bidder must specifically identify and list the Bid section(s) for which it seeks confidentiality and answer the following questions for each section listed :
	1. Explain the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential.
	2. Justify why the material should be kept in confidence.
	3. Explain why disclosure of the material would not be in the best interest of the public.
	4. 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 materials.

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| RFB Section: | Bidder must cite the specific grounds in *Iowa Code Chapter 22* or other applicable law which supports treatment of the material as confidential. | Bidder must justify why the material should be kept in confidence | Bidder must explain why disclosure of the material 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 materials. |
|   |   |  |   |   |
|   |   |  |   |   |
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|   |   |  |   |   |

1. [ ]  Bidder must submit a Public Copy of the Bid from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Bid as possible**.**  **Check box when completed.**

This form must be signed by the individual who signed the Bidder’s Bidand returned as part of the bid submittal. A copy of this document shall be placed in all Bids submitted including the Public Copy.

**\*Failure to provide the information required in this form may result in rejection of Bidder’s request for confidentiality or rejection of the Bid as being non-responsive.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

**Department of Administrative Services – Central Procurement Enterprise Review**

**(for agency use only)**

[ ]  Bidder’s Bid is rejected as non-compliant because one of more of the following reasons:

[ ]  Bidder requested confidentiality without submitting a fully completed Form 22.

[ ]  Bidder requested confidentiality and failed to conspicuously mark such material as confidential within its Bid in accordance with the RFB.

[ ]  Bidder requested confidentiality without submitting a public copy of its Bid with the confidential information redacted.

[ ]  Bidder requested confidentiality on material in contravention of the RFB.

[ ]  Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

[ ]  Bidder’s submission is accepted.[[1]](#footnote-2)

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Purchasing Agent Signature Date

1. **NOTE:** Agency’s acceptance of Bidder’s submission should not be construed as Agency’s approval of Bidder’s request for confidentiality. Instead, acceptance of Bidder’s submission simply means that Agency believes Bidder’s Form 22 appears fully completed in accordance with the RFB. [↑](#footnote-ref-2)