

## REQUEST FOR BID

### RFB COVER SHEET

#### Administrative Information:

<b>TITLE OF RFB:</b>	<b>Doors and Door Hardware</b>	<b>RFB Number:</b>	<b>RFB0216005105</b>
<b>Lead Agency:</b>	Iowa Department of Administrative Services		
<b>Participating Agency(s):</b>	***Participating Agencies***	<b>Available to Political Subdivisions?</b>	Yes
<b>State seeks to purchase:</b>	The State of Iowa seeks vendor(s) to provide Doors and Door hardware for the various state agencies including political subdivisions (Counties, Cities, & Schools).		
<b>Number of mos. or yrs. of the initial term of the contract:</b>	1 year	<b>Number of possible annual extensions:</b>	Three (3), one year extensions
<b>Initial Contract term beginning:</b>	7/25/16 target date	<b>Ending:</b>	7/31/17
<b>State Issuing Officer:</b>			
Name: Randall Stapp			
Phone: 515-242-5005, email: Randall.stapp@iowa.gov			
Mailing Address: Iowa Department of Administrative Services Central Procurement Bureau Hoover State Office Building, Third Floor 1305 East Walnut Street Des Moines, IA 50319-0105			
<b>PROCUREMENT TIMETABLE—Event or Action:</b>		<b>Date</b>	
State Posts Notice of RFB on TSB website		6/6/16	
State Issues RFB, Posts RFB on DAS website		6/16/16	
Written questions, requests for clarifications due		6/23/16	
State's response to questions/clarifications (addendum) issued		6/24/16	
Bid Due Date/time		6/29/16, 2pm CST	
Anticipated Date to issue Notice of Intent to Award		7/12/16	
Anticipated Date to execute contract		7/21/16	

<b>Relevant Websites:</b>
Internet website where Addendum will be posted: <a href="http://bidopportunities.iowa.gov/?pgname=viewall">http://bidopportunities.iowa.gov/?pgname=viewall</a>
Internet website where contract terms and conditions are posted: <a href="https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf</a> <a href="https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf</a>

Number of Copies of the Bid Package Required to be Submitted:	<b>(1) Original bid and (1) one C.D.</b>
Firm Bid Terms The minimum number of days following the deadline for submitting Bids that the Contractor guarantees all Bid terms, including price, will remain firm:	<b>60 Days</b>

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## SECTION 1 INTRODUCTION

### 1.1. Purpose

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

### 1.2. Definitions

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

- 1.2.1. **“Bid”** means the Contractor’s bid submitted in response to the RFB.
- 1.2.2. **“Buyer”** means the individual state agency or political subdivision making a purchase pursuant to the Resulting Contract.
- 1.2.3. **“Contract” or “Resulting Contract”** means the contract(s) entered into with the successful Contractor(s) as described in Section 6.1.
- 1.2.4. **“Contractor” or “Vendor”** means (as the context requires) either vendors submitting Bids in response to this RFB or the provider of the goods and services under the Resulting Contract.
- 1.2.5. **“Lead Agency”** means the agency identified on the RFB cover sheet as the Lead Agency and is the chief coordinator and issuer of the RFB. The Lead agency will also execute the Resulting Contract.
- 1.2.6. **“Participating Agency” or “Participating Agencies”** means the agency or agencies identified on the RFB cover sheet as Participating Agencies and any other agency that decides to utilize the Resulting Contract.
- 1.2.7. **“Purchase Instrument”** means the documentation issued by the State to the Contractor for a purchase of goods and/or services in accordance with the terms and conditions of the Contract. It may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the

State. Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.

- 1.2.8. **“Responsible Contractor”** means a Contractor that has the capability in all respects to perform the requirements of the Resulting Contract. In determining whether a Contractor is a Responsible Contractor, the Lead Agency may consider various factors including, but not limited to, the Contractor's competence and qualifications to provide the goods or services requested, the Contractor's integrity and reliability, the past performance of the Contractor relative to the quality of the goods or services offered by the Contractor, the proposed terms of delivery, and the best interest of the Lead Agency and Participating Agencies.
- 1.2.9. **“Responsive Bid”** means a Bid that complies with each of the provisions of this RFB.
- 1.2.10 **“RFB”** means Request for Bids and any addenda hereto.
- 1.2.11 **“State”** means the State of Iowa, and all State Agencies
- 1.2.12 **“Political Subdivisions”** means cities, counties, and schools that are funded in part with tax dollars

**1.3. Overview of the RFB Process**

Contractors will be required to submit their Bid packages in hardcopy and on CD-ROM. It is the Lead Agency's intention to evaluate Bids from all Responsible Contractors that submit timely Responsive Bids, and award the contract(s) in accordance with Section 5, Evaluation and Selection.

**1.4. Background Information**

This RFB is designed to provide Contractors 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 Contractor is responsible for determining all factors necessary for submission of a comprehensive Bid.

The State of Iowa may spend up to \$175,000.00 annually on Doors and Door Hardware in a typical year. This does not include spend by Political Subdivisions (Counties, Cities, and Schools) which may account for significant additional spend. Nevertheless, the State cannot guarantee any minimum annual spend on the resulting contracts.

Doors purchased by the State in the past have been primarily steel hollow core doors. The State has used the following brands of steel Hollow Core doors: Amweld, Ceco Doors, and Curries.

## SECTION 2 ADMINISTRATIVE INFORMATION

### 2.1 Issuing Officer

The Issuing Officer identified in the RFB cover sheet is the sole point of contact regarding the RFB from the date of issuance until selection of the successful Contractor.

### 2.2 Restriction on Communication

From the issue date of this RFB until announcement of the successful Contractor, Contractors may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFB must be submitted as provided in Section 2. Verbal questions related to the interpretation of this RFB will not be accepted. Contractors may be disqualified if they contact any state employee other than the issuing officer about the RFB except that Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

### 2.3 Downloading the RFB from the Internet

The RFB and any addenda will be posted at:

<http://bidopportunities.iowa.gov/?pname=viewall> .

The Contractor is advised to check the website periodically for Addenda to this RFB, particularly if the Contractor downloaded the RFB from the Internet as the Contractor may not automatically receive Addenda. It is the Contractor's sole responsibility to check daily for Addenda to posted documents.

### 2.4 Procurement Timetable

The dates provided in the procurement timetable on the RFB cover sheet are provided for informational and planning purposes; however, the Lead Agency reserves the right to change the dates. If the Lead Agency changes any of the deadlines for Vendor submissions, the Lead Agency will issue an Addendum to the RFB.

### 2.5 Questions, Requests for Clarification, and Suggested Changes

Contractors are invited to submit written questions and requests for clarifications regarding the RFB. Contractors may also submit suggestions for changes to the requirements of this RFB. The questions, requests for clarifications, or suggestions must be emailed and received by the Issuing Officer per schedule on page 1. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFB, the page and section number(s) must be referenced. Written

responses to questions, requests for clarifications, or suggestions (addenda) will be emailed to known RFB holders. The Lead Agency's written responses will be considered part of the RFB. If the Lead Agency decides to adopt a suggestion that modifies the RFB, the Lead Agency will issue an Addendum to the RFB.

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

## **2.6 Amendment to the RFB**

The Lead Agency reserves the right to amend the RFB at any time using an Addendum. The Contractor shall acknowledge receipt of an Addendum in its Bid. If the Addendum occurs after the closing date for receipt of Bids, the Lead Agency may, in its sole discretion, allow Contractors to amend their Bids in response to the Lead Agency's Addenda if necessary.

## **2.7 Amendment and Withdrawal of Bid**

The Contractor may amend or withdraw and resubmit its Bid at any time before the Bids are due. The amendment must be in writing, signed by the Contractor and received by the time set for the receipt of Bids. Electronic mail and faxed amendments will not be accepted. Contractors must notify the Issuing Officer in writing if they wish to completely withdraw their Bids prior to the due date for Bids.

## **2.8 Submission of Bids**

The Lead Agency must receive the Bid at the Issuing Officer's address identified on the RFB cover sheet before the "Bids Due" date listed on the RFB cover sheet. **This is a mandatory requirement and will not be waived by the Lead Agency. Any Bid received after this deadline will be rejected and returned unopened to the Contractor.** Contractors mailing Bids must allow ample mail delivery time to ensure timely receipt of their Bids. It is the Contractor's responsibility to ensure that the Bid is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Bid. Electronic mail and faxed Bids will not be accepted.

Contractors must furnish all information necessary to evaluate the Bid. Bids that fail to meet the mandatory requirements of the RFB may be disqualified. Verbal information provided by the Contractor shall not be considered part of the Contractor's Bid unless it is reduced to writing.

## **2.9 Bid Opening**

The Lead Agency will open Bids after the deadline for submission of Bids has passed. However, the names of Contractors who submitted

timely Bids will be publicly available after the Bid opening. See Iowa Code Section 72.3. The announcement of Contractors who timely submitted Bids does not mean that an individual Bid has been deemed technically compliant or accepted for evaluation.

**2.10 Costs of Preparing the Bid**

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

**2.11 Rejection of Bids**

The Lead 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 Lead Agency to award a contract. This RFB is designed to provide Contractors with the information necessary to prepare a competitive Bid. This RFB process is for the Lead Agency's benefit and is intended to provide the Lead Agency with competitive information to assist in the selection of a Contractor to provide goods and/or services. It is not intended to be comprehensive and each Contractor is responsible for determining all factors necessary for submission of a comprehensive Bid.

**2.12 Disqualification**

- 2.12.1** The Lead Agency will reject outright and will not evaluate Bids if the Contractor fails to deliver the Bid by the due date and time. The Lead Agency may reject outright and may not evaluate Bids for any one of the following reasons:
- 2.12.2** The Contractor acknowledges that a requirement of the RFB cannot be met.
- 2.12.3** The Contractor's Bid materially changes a requirement of the RFB or the Bid is not compliant with the requirements of the RFB.
- 2.12.4** The Contractor's Bid limits the rights of the Lead Agency.
- 2.12.5** The Contractor fails to include information necessary to substantiate that it will be able to meet a requirement of the RFB.
- 2.12.6** The Contractor fails to timely respond to the Lead Agency's request for information, documents, or references.
- 2.12.7** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in Section 3 of this RFB.
- 2.12.8** The Contractor 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.

- 2.12.9 The Contractor initiates unauthorized contact regarding the RFB with State employees.
- 2.12.10 The Contractor provides misleading or inaccurate responses.
- 2.12.11 The Contractor's Bid is materially unbalanced.
- 2.12.12 There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Lead Agency from other sources) to satisfy the Lead Agency that the Contractor is properly responsive and responsible to satisfy the requirements of the RFB.
- 2.12.13 The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information Letter.

**2.13 Nonmaterial Variances**

The Lead Agency reserves the right to waive or permit cure of nonmaterial variances in the Bid if, in the judgment of the Lead Agency, it is in the Lead 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 Contractors, 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 Lead Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFB requirements or excuse the Contractor from full compliance with RFB specifications or other contract requirements if the Contractor is awarded the contract. The determination of materiality is in the sole discretion of the Lead Agency.

**2.14 Reference Checks**

The Lead 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 Contractor's qualifications and the qualifications of any subcontractor identified in the Bid.

**2.15 Information from Other Sources**

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

**2.16 Verification of Bid Contents**

The content of a Bid submitted by a Contractor is subject to verification. If the Lead Agency in its sole discretion determines that

the content is in any way misleading or inaccurate, the Contractor may be disqualified.

**2.17 Bid Clarification Process**

The Lead Agency reserves the right to contact a Contractor 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 Contractor has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Contractor's Bid. The Lead Agency will not consider information received if the information materially alters the content of the Bid Proposal or alters the type of goods and/or services the Contractor is offering to the Lead Agency. An individual authorized to legally bind the Contractor shall sign responses to any request for clarification. Responses shall be submitted to the Lead Agency within the time specified in the Lead Agency's request. Failure to comply with requests for additional information may result in rejection of the Bid as non-compliant.

**2.18 Disposition of Bids**

All Bids become the property of the Lead Agency and shall not be returned to the Contractor at the conclusion of the selection process; the contents of all Bids will be in the public domain and be open to inspection by interested parties subject to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

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

The Lead Agency will treat all information submitted by a Contractor as public information unless the Contractor properly requests that specific parts of the Bid be treated as confidential at the time of submitting the Bid.

**Note: Attachment 6, Form 22 – Request for Confidentiality.**

The Lead Agency's release of information is governed by *Iowa Code Chapter 22*. Contractors are encouraged to familiarize themselves with chapter 22 before submitting a Bid. The Lead Agency will copy public records as required to comply with the public records laws.

Pricing information cannot be considered confidential information.

Any Bid submitted which contains specific confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. **Failure to properly identify specific confidential information shall relieve Lead Agency or State**

**personnel from any responsibility if confidential information is viewed by the public, a competitor, or is in any way accidentally released. Identification of the entire Bid as confidential may be deemed non-responsive and disqualify the Contractor.**

If the Contractor designates any portion of the RFB as confidential, the Contractor must submit **(1) one original** and **(1) one C.D.** and one hard copy marked "Public Copy" from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in Section 3 of this RFB. 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.

If Lead Agency receives a request for information marked confidential, written notice shall be given to the Contractor seven calendar days prior to the release of the information to allow the Contractor to seek injunctive relief pursuant to *Section 22.8 of the Iowa Code*.

The Lead Agency will disclose the information marked confidential upon request unless a court of competent jurisdiction determines the information is confidential under *Iowa Code Chapter 22* or other applicable law.

The Contractor's failure to request confidential treatment of material will be deemed by the Lead Agency as a waiver of any right to confidentiality the Contractor may have had.

## **2.20 Copyrights**

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

## **2.21 Release of Claims**

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

**2.22 Evaluation of Bids Submitted**

Bids that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 5 of the RFB. The Lead Agency will award any contract(s) resulting from this RFB to the Contractor(s) offering the lowest cost to the Lead Agency and Participating Agencies.

**2.23 Award Notice and Acceptance Period**

Notice of intent to award the contract(s) will be sent to all Contractors submitting a timely Bid and may be posted at the website shown on the RFB cover sheet. 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 Contractor fails to negotiate and deliver an executed contract by that date, the Lead Agency, in its sole discretion, may cancel the award and award the contract to the remaining Contractor the Lead Agency believes will provide the best value to the Lead Agency.

**2.24 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 Contractor 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 Contractor and the Lead Agency.

**2.25 Choice of Law and Forum**

This RFB and the Resulting 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 Resulting Contract. Contractors 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.

**2.26 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. Contractors are responsible to determine the applicability of this Chapter to their activities and to comply with the requirements. In addition, pursuant to *Iowa Code Section 722.1*, it is a felony offense to bribe or attempt to bribe a public official.

**2.27 Appeals**

Appeals of the Notice of Intent to Award are governed by the Lead Agency's Vendor appeals process. Bidders may obtain information

about the appeal process from the Issuing Officer or see *Iowa Administrative Rules 117.20 (8A) Vendor Appeals*.

## SECTION 3 FORM AND CONTENT OF BIDS

### 3.1. Instructions

These instructions prescribe the format and content of the Bid. They are designed to facilitate a uniform review process. Failure to adhere to the Bid format may result in the disqualification of the Bid.

- 3.1.1. The Bid shall be typewritten on 8.5" x 11" paper.
- 3.1.2. The Bid shall be sealed in an envelope. The envelope shall be labeled with the following information:

**Iowa Dept. of Administrative Services  
Central Procurement, Randall Stapp  
RFB0216005105 Doors  
Hoover State Office Building; 3<sup>rd</sup> Floor  
1305 East Walnut Street  
Des Moines, IA 50319-0105**

***[Contractor's Name]***

***[Contractor's Address]***

The Agency shall not be responsible for misdirected packages or premature opening of Bids if a Bid is not properly labeled.

- 3.1.3. **1 original** and **1 C.D.** of the Bid, each in a sealed envelope, shall be timely submitted to the Issuing Officer.
- 3.1.4. If the Contractor designates any information in its Bid as confidential pursuant to Section 2, the Contractor must also submit one (1) copy of the Bid from which confidential information has been excised as provided in Section 2.19. Please note Attachment 6, Request for Confidentiality.
- 3.1.5. Bids shall not contain promotional or display materials.
- 3.1.6. Attachments shall be referenced in the Bid.
- 3.1.7. If a Contractor proposes more than one method of meeting these requirements, each shall be labeled and submitted separately. Each will be evaluated separately.

### 3.2. Bid Contents

The following documents and responses are to be included in the Bid in the order given below:

#### 3.2.1. Transmittal Letter

An individual authorized to legally bind the Contractor will sign the transmittal letter. The letter will include the Contractor's mailing

address, email address, telephone number, and acknowledge any addendums issued.

**3.2.2. Table of contents**

The Contractor is encouraged to include a table of contents of its Bid.

**3.2.3. Specifications and Technical Requirements**

The State is seeking a vendor(s) who can supply Doors, Frames, Door Hardware, Closers and related items.

Refer to attachment #3

**3.2.4. Background Information**

The Contractor shall provide the following general background information:

- 3.2.4.1** If not an Iowa Vendor does your state have preference for in-state vendors, Yes or No? If yes, please include the details of the preference.
- 3.2.4.2** Name, address, telephone number, email address of the Contractor including all d/b/a's or assumed names or other operating names of the Contractor.
- 3.2.4.3** Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.
- 3.2.4.4** State of incorporation, state of formation, or state of organization.
- 3.2.4.5** Location(s) and telephone numbers of the offices/ facilities that will support the Contractor's performance under the terms of this RFB.
- 3.2.4.6** Main office, address and phone number.
- 3.2.4.7** Number of employees.
- 3.2.4.8** Type of business.
- 3.2.4.9** Name, address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning this Bid.

**3.2.4.10** The successful Contractor will be required to register to do business in Iowa before payment can be made.

**3.2.5. Terminations, Litigation, Debarment**

The Contractor must provide the following information:

**3.2.5.1** During the last three (3) years, has the Contractor had a contract for goods and/or services terminated for any reason? If so, provide details related to the termination.

**3.2.5.2** During the last three (3) years, describe any damages or penalties or settlements to resolve disputes entered into by Contractor 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 Contractor.

**3.2.5.3** During the last three (3) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity.

**3.2.5.4** During the last three (3) years, list and summarize all litigation to which the Contractor or its officers have been a party.

**3.2.6. Certification Letter**

The Contractor shall sign and submit with the Bid the document included as Attachment #1 (Certification Letter) in which the Contractor shall make the certifications included in Attachment #1.

**3.2.7. Acceptance of Terms and Conditions**

The Contractor shall specifically agree that the Bid is predicated upon the acceptance of all terms and conditions stated in the RFB. If the Contractor objects to any term or condition, the Contractor must submit specifics on Attachment 5 Exceptions.

**3.2.8. Authorization to Release Information**

The Contractor shall sign and submit with the Bid the document included as Attachment #2 (Authorization to Release Information Letter) in which the Contractor authorizes the release of information to the Lead Agency.

**3.2.9. Firm Bid Terms**

The Contractor shall guarantee in writing the availability of the goods and/or services offered and that all Bid terms, including price, will remain firm **60** days following the deadline for submitting Bids.

**3.3 Price Sheet**

The Contractor shall submit their pricing for the proposed goods and/or services on Attachment 3 – Price Sheet.

## SECTION 4 SPECIFICATIONS AND TECHNICAL REQUIREMENTS

### 4.1. **Overview**

The successful Contractor shall provide the goods and/or services to the Lead Agency and to authorized Buyers in accordance with the Resulting Contract per the discounts and pricing offered on Attachment #3 Price Sheet. Discount percentages shall remain firm for the life of the contract. This contract may be used for projects valued up to \$50,000. Projects valued (estimated) to exceed \$50,000 must be awarded through a separate competitive bid. Bids must identify any deviations from the requirements of this RFB and identify any requirements the Contractor cannot satisfy, by submitting specifics on Attachment 5 Exceptions.

### 4.2 **Mandatory Requirements**

Bids must be received on or before the bid due date time. Late Bids will be returned un-opened.

## SECTION 5 EVALUATION AND SELECTION

### 5.1. Introduction

This section describes the evaluation process that will be used to determine the value each compliant bid provides to the Lead Agency and Participating Agencies.

### 5.2. Determination of Responsive Bid and Responsible Contractor

Bids will first be evaluated to determine if they comply with the specifications (are responsive), and secondly, if the Contractor is a Responsible Vendor.

### 5.3 Evaluation Criteria/ Award

The Lead Agency will evaluate the Responsive Bids submitted by Responsible Contractors and intends to award Contract(s) to the Contractor(s) offering the best discount for each brand of door, and door hardware.

### 5.4 Preferences

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 105.5(1)-(2), 105.12(4).

## SECTION 6 CONTRACTUAL TERMS AND CONDITIONS

### 6.1. Contract Terms and Conditions

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

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

**By submitting a Bid, each Contractor acknowledges its acceptance of the RFB specifications and the contract terms and conditions without change except as otherwise expressly stated in its Bid. If a Contractor takes exception to a provision, it must state the reason for the exception and set forth in its Bid the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFB may be deemed non-responsive by the State, in its sole discretion, resulting in possible disqualification of the Bid.** The Lead Agency reserves the right to either award a contract(s) without further negotiation with the successful Contractor or to negotiate contract terms with the selected Contractor if the best interests of the Lead Agency would be served.

### 6.2 Insurance

The Contractor shall not commence work under this contract until he or she has obtained all insurance required under this section and such insurance has been approved by the State, nor shall the Contractor commence work on this contract until all similar insurance of all subcontractors has been so obtained and approved. Such policy or policies shall become effective at the commencement of the work and shall remain in force for the full period of the contract.

1. Workers Compensation Insurance

The Contractor shall have and maintain during the life of his or her contract, Worker's Compensation Insurance for all his or her employees working at the site of the projects, and in the case where work is subcontracted, the prime contractor shall require the subcontractor to provide Worker's Compensation Insurance for all of the latter's employees so engaged unless such employees are covered by the protection afforded by the prime contractor.

2. Public Liability, Property Damage, and Contractor's Liability Insurance

The Contractor shall take out and maintain during the life of his or her contract, such public liability, property damage, and contractor's contingent insurance as shall protect him or her and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall not be less than the following:

- a. Bodily injury liability insurance in an amount not less than \$500,000 for injuries, including accidental death, to any person, and subject to the same limitation for each person, in an amount not less than \$1,000,000 on account of any one accident.
- b. Property damage insurance in an amount not less than \$500,000 for damages on account of any one accident.

3. Automobile Insurance

The Contractor shall take out and maintain during the life of this contract, automobile public liability insurance in amounts not less than \$500,000 and property damage in amounts not less than \$500,000, if any motor vehicles are engaged in the operation, within the terms of this contract, on the site of the work to be performed there under, covering the use of all such motor vehicles owned, rented, and non-owned.

**6.3 Quarterly Report**

The Contractor shall provide an electronic quarterly report on all sales made against this agreement within the State of Iowa via email to randall.stapp@iowa.gov. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, product description, quantity, invoice number, and price.

**Attachment # 1**  
**Certification Letter**

**Alterations to this document are prohibited.**

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

Randall Stapp, Issuing Officer  
**Department of Administrative Services**  
Hoover State Office Building, Level 3  
1305 East Walnut Street  
Des Moines, IA 50319-0105

Re: Request for Bids Number: **RFB0216005105**  
BID CERTIFICATIONS

Dear Randall Stapp

I certify that the contents of the Bid submitted on behalf of **(Name of Contractor)** \_\_\_\_\_ in response to **Department of Administrative Services** for Bid Number: **RFB0216005105** for **Doors and Door hardware** is true and accurate. I also certify that **(Name of Contractor)** \_\_\_\_\_ has not made any knowingly false statements in its Bid.

**Certification of Independence**

By submitting a Bid in response to **Department of Administrative Services** Request for Bids Number: **RFB0216005105** for **Doors and Door hardware** I certify the following:

1. The Bid has been developed independently, without consultation, communication or agreement with any employee or consultant to the Lead Agency or any Participating Agency who has worked on the development of this RFB, 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 Contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other Contractor.
4. No attempt has been made or will be made by **(Name of Contractor)** \_\_\_\_\_ to induce any other Contractor to submit or not to submit a Bid for the purpose restricting competition.

5. No relationship exists or will exist during the contract period between **(Name of Contractor)** \_\_\_\_\_ and the Lead Agency or any Participating Agencies that interferes with fair competition or as a conflict of interest.

### **Certification Regarding Debarment**

6. I certify that, to the best of my knowledge, **(Name of Contractor)** \_\_\_\_\_ and all of its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have not within a three year period preceding this Bid been convicted of, or had a civil judgment rendered against them from commission of fraud, or 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 or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or other 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 Lead Agency has relied upon when this transaction was entered into. If it is later determined that the undersigned knowingly rendered an erroneous certification, in addition to other remedies available, the Lead Agency may pursue available remedies including suspension, debarment, or termination of the contract.

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

7. Pursuant to *Iowa Code Sections 423.2(10) & 423.5(8) (2005 Code Supp.* 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 Contractors 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 **Department of Administrative Services** Request for Bids Number: **RFB0216005105** for **Doors and Door hardware** the undersigned certifies the following: (check the applicable box)

- (Name of Contractor)** \_\_\_\_\_ is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code chapter 432*; or
- (Name of Contractor)** \_\_\_\_\_ 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(42) & (43)*.
- (Name of Contractor)** \_\_\_\_\_ also acknowledges that the **Department of Administrative Services** may declare the **(Name of Contractor)** \_\_\_\_\_’s bid or resulting contract void if the above certification is false. The **(Name of Contractor)** \_\_\_\_\_ also understands that fraudulent certification may result in the **Department of Administrative Services** or its representative filing for damages for breach of contract.

8. I certify that the products bid meet or exceed the product specifications listed in Section 4 of the RFB.

Sincerely,

\_\_\_\_\_  
**Printed Name of Contractor Organization**

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

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

**Attachment #2**  
**Authorization to Release Information Letter**

**Alterations to this document are prohibited.**

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

Randall Stapp, Issuing Officer  
**Department of Administrative Services**  
**Hoover State Office Building; Level A**  
**1305 East Walnut Street**  
**Des Moines, IA 50319-0105**

Re: Request for Bids Number: **RFB0216005105**  
AUTHORIZATION TO RELEASE INFORMATION

Dear Randall Stapp:

**(Name of Contractor)** \_\_\_\_\_ hereby authorizes the **Department of Administrative Services** 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 Contractor in response to Request for Bids Number: **RFB0216005105**.

The Contractor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Contractor 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 Contractor is willing to take that risk.

The Contractor hereby releases, acquits and forever discharges the State of Iowa, the Lead Agency, Participating Agencies, 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 Lead Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to Request for Bids Number: **RFB0216005105**.

The Contractor authorizes representatives of the Lead Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the undersigned's Bid submitted in response to Request for Bids Number: **RFB0216005105**.

The Contractor further authorizes any and all persons, entities to provide information, data, and opinions with regard to the undersigned's performance under any contract, agreement, or other business arrangement, the undersigned's ability to perform, the

undersigned's business reputation, and any other matter pertinent to the evaluation of the undersigned. The undersigned 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 undersigned that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Lead Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to Request for Bids Number: **RFB0216005105**.

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

Sincerely,

\_\_\_\_\_  
**Printed Name of Contractor Organization**

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

\_\_\_\_\_  
Date



## **Attachment #4 Bid Checklist**

RFB0216005105 Doors and Hardware

The following documents/information is to be submitted with your bid.

- Information requested in Section 3 of the RFB
- Attachment #1 Certification Letter
- Attachment #2 Authorization to Release information
- Attachment #3 Price Sheet
- Attachment #5 Exceptions Form
- Attachment #6 Request for Confidentiality

**\* Please deliver or mail your sealed bid to the address listed in section 3.1.2 in a sealed envelope\***

**Attachment 5  
Exceptions Form**

Please list any and all exceptions to this RFB in this section. Include section and reason for exception:

	<u>Section</u>	<u>Exception</u>
1.	_____	_____ _____
2.	_____	_____ _____
3.	_____	_____ _____

**Attachment 6**  
**Form 22 – Request for Confidentiality**

Per section 2.19 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 :
  - 3.1 Explain the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential.
  - 3.2 Justify why the material should be kept in confidence.
  - 3.3 Explain why disclosure of the material would not be in the best interest of the public.
  - 3.4 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 <i>Iowa Code Chapter 22</i> 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.

- 3  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 Bid and 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.<sup>1</sup>

\_\_\_\_\_  
Purchasing Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
**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.