

## Event Summary - Automotive Specialty Wiring & Accessories

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<b>Vendor:</b>	Waytek Inc	<b>Type</b>	Request for Bids
<b>Number</b>	005-RFB-0151-2022	<b>Stage Title</b>	-
<b>Organization</b>	DASlowa	<b>Currency</b>	US Dollar
<b>Exported on</b>	9/28/2022	<b>Exported by</b>	David Kundid
<b>Payment Terms</b>	-	<b>Sealed Bid</b>	Yes
<b>Intend to Bid</b>	Yes	<b>Bid Total</b>	1,792.16 USD

## Event Dates

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<b>Time Zone</b>	CDT/CST - Central Standard Time (US/Central)
<b>Released</b>	-
<b>Open</b>	8/31/2022 10:00 AM CDT
<b>Close</b>	9/28/2022 1:00 PM CDT
<b>Submission Date</b>	9/27/2022 4:00 PM CDT
<b>Sealed Bid</b>	9/28/2022 1:00 PM
<b>Question Submission Close</b>	9/21/2022 1:00 PM CDT

## Event Users

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### Contacts

**David Kundid**

[david.kundid@iowa.gov](mailto:david.kundid@iowa.gov)

Phone +1 515-745-2796

# Description

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## REQUEST FOR BIDS

### RFB COVER SHEET

#### Administrative Information:

<b>Title of RFB</b>	Automotive Specialty Wiring & Accessories		
<b>Agency</b>	Iowa Department of Administrative Services (DAS)		
<b>Initial term of Contract</b>			
<b>Number of years of the initial term of the Contract</b>	<b>1</b>	<b>Number of possible annual extensions</b>	<b>3</b>
<b>Available to Political Subdivisions?</b>	Yes		

State Issuing Officer:

David Kundid

Phone: 515-745-2796

E-mail: david.kundid@iowa.gov

#### PROCUREMENT TIMETABLE—Event or Action

#### Date/Time (Central Time)

Questions and Requests for Clarification from Bidders

September 21 ,2022 at 1:00  
P.M.

Bids Due

September 28 ,2022 at 1:00  
P.M.

**\*\*\*NO LATE BIDS WILL BE ACCEPTED\*\*\***

#### Relevant Websites

Internet website where Addenda to this RFB will be posted

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=DASlowa>

<http://bidopportunities.iowa.gov>

Internet website where contract terms and conditions are posted

<https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf>

Bid Submittal: Complete and Upload RFB Document to

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=DASlowa>

#### Firm Bid Terms

The minimum number of days following the deadline for submitting Bids that the Bidder guarantees all Bid terms, including price, will remain firm is 120 Days.

**Stage Description**

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No description available.

Prerequisites

★ Required to Enter Bid

★ Instructions To Vendor :

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Certification

Q&!cã^Á@æÁ@&[ }c^}oÁ -kQÍÓãÁ^à{ ãcâÁæ^Á^ ^Áq âÁ&8" !æ^Áq âÍÓcç^Á[ cÁ}[ , q^|^Á { æâ^Áq^ Áæ^Ácæ^ { ^}oÁ Á Á ÁÓãÈ

Vendor Must Also Upload a File:

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Prerequisite Content:

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

### **Certification Regarding Debarment**

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

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

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

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

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

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

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

2 ★ **Instructions To Vendor :**

Bidder shall read and authorize to release information for the Bid submitted.

**Certification**

I certify that I have read and agree to the Authorization to Release Information for the Bid submitted.



**Vendor Must Also Upload a File:**

No

**Prerequisite Content:**

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.



3 ★ **Instructions To Vendor :**

Bidder shall read and agree to Definitions of this RFB.

**Certification**

I certify that I have read and agree to the definitions of this RFB.



**Vendor Must Also Upload a File:**

No

**Prerequisite Content:**

# DEFINITIONS

## 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 IMPC solicitation that is issuing the RFB and any other agency that purchases from the Contract.

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

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

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

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

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

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

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

**“Responsible Bidder”** means a Bidder that has the capability in all respects to perform the requirements of the Contract. In determining whether a Bidder is a Responsible Bidder, the Agency may consider various factors including, but not limited to, the Bidder’s competence and qualifications to provide the goods or services requested, the Bidder’s integrity and reliability, the past performance of the Bidder relative to the quality of the goods or services offered by the Bidder and the best interest of the Agency and the State.

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

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

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

4 ★ **Instructions To Vendor :**

Bidder shall read and agree to Administrative Information of this RFB

**Certification**

I certify that I have read and agree to the Administrative Information of this RFB.



**Vendor Must Also Upload a File:**

No

**Prerequisite Content:**

## ADMINISTRATIVE INFORMATION

### 1.1 Issuing Officer

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

### 1.2 Restriction on Communication

From the issue date of this RFB until announcement of the successful Bidder, Bidders may contact only the Issuing Officer. The Issuing Officer will respond only to electronic questions regarding the procurement process. Questions related to the interpretation of this RFB must be submitted as provided in the IMPACS 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.

### 1.3 Amendment to the RFB

The Agency reserves the right to amend the RFB at any time using an addendum. The Bidder shall acknowledge receipt of all addenda in its Bid. It is the Bidder's sole responsibility to check daily for addenda to posted documents.

### 1.4 Bid Amendment and/or Withdrawal

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

### 1.5 Submission of Bids

The Agency must receive the electronic Bid on Iowa IMPACS 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.

### 1.6 Bid Opening

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

### 1.7 Costs of Preparing the Bid

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

### 1.8 Rejection of Bids

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

## **1.9 Disqualification**

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

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

## **1.10 Nonmaterial Variances**

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

### **1.11 Reference Checks**

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

### **1.12 Information from Other Sources**

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

### **1.13 Verification of Bid Contents**

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

### **1.14 Bid Clarification Process**

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

### **1.15 Disposition of Bids**

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

### **1.16 Public Records and Requests for Confidential Treatment**

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

### **1.17 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.

### **1.18 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.

#### **1.19 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.

#### **1.20 Evaluation of Bids Submitted**

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

#### **1.21 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.

#### **1.22 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.

#### **1.23 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.

#### **1.24 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 IMPACS. 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.

#### **1.25 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.

#### **1.26 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.

#### **1.27 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.

#### **1.28 Appeals**

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

#### **1.29 Unit Price**

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

#### **1.30 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.

#### **1.31 Registration**

The successful Bidder will be required to register to do business in Iowa before payment can be made. For how to do business with the State of Iowa go <https://das.iowa.gov/procurement/vendors/how-do-business>.



# Vendor Attachments

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There are no Vendor Attachments added to this event.

## Questions

★ Vendor Response Is Required

### Page 1

#### Group 1: Form of Bid

1.1	Firm's State or Foreign Country of Residence. Text (Single Line)	★
	<input type="text" value="Minnesota"/>	
1.2	Sales contact name, telephone number, and email address. Text (Multi-Line)	★
	<input type="text" value="Travis Dhein (952)949-0765 tdhein@waytekwire.com"/>	
1.3	Goods 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 this 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 this solicitation will be incorporated into the Contract. Yes/No	★
	<input type="text" value="Yes"/> General Terms and Conditions for Goods Contracts Effective 5/1/2016 - .../Attachments/QuestionAttachments/050116 terms goods.pdf	
1.4	If a Bidder takes exception to a provision, it must state the reason for the exception using the attached "Exceptions Form" 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. File Upload	★
	<input type="text" value="No response."/>	
1.5	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 this 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. Yes/No	★
	<input type="text" value="Yes"/>	
1.6	Terms and Conditions The parties agree to comply with the terms and conditions in this solicitation which are by this reference made a part of the Agreement. Yes/No	★
	<input type="text" value="Yes"/>	
1.7	Confidential Treatment of Information - Is Bidder requesting confidential treatment of specific information? Yes/No	★
	<input type="text" value="No"/>	

1.8	<p>A Bidder requesting confidential treatment of specific information shall: (1) fully complete the table below, (2) conspicuously mark its Bid as containing confidential information, (3) mark each page upon which the Bidder believes confidential information appears and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION, and (4) submit a "Public Copy" from which the confidential information has been excised.</p> <p>File Upload</p> <div style="border: 1px solid black; padding: 2px;">No response.</div>	★
1.9	<p>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 attached security measures.</p> <p>Yes/No</p> <div style="border: 1px solid black; padding: 2px;">Yes</div>	★
1.10	<p>Required Use of Pcard - All payments, by State of Iowa agencies, against this contract will require use of the State of Iowa Pcard.</p> <p>Yes/No</p> <div style="border: 1px solid black; padding: 2px;">Yes</div>	★
1.11	<p>Terminations, Litigation, Debarment - The Bidder must complete the attached form if during the last five (5) years the Bidder had a contract for goods and/or services terminated for any reason, 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, or 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. 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.</p> <p>Multiple Choice (Pick One)</p> <p>No Terminations, Litigation, Debarment Terminations, Litigation, Debarment Form Completed and Attached</p> <div style="border: 1px solid black; padding: 2px;">No Terminations, Litigation, Debarment</div>	★
1.12	<p>Termination, Litigation, Debarment - During the last five (5) years, has the Bidder had a contract for goods and/or services terminated for any reason?</p> <p>Yes/No</p> <div style="border: 1px solid black; padding: 2px;">No</div>	★
1.13	<p>If so, provide full details related to the termination.</p> <p>Text (Multi-Line)</p> <div style="border: 1px solid black; padding: 2px;">No response.</div>	★
1.14	<p>Terminations, Litigation, Debarment - During the last five (5) years, has the Bidder had 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?</p> <p>Yes/No</p> <div style="border: 1px solid black; padding: 2px;">No</div>	★
1.15	<p>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.</p> <p>Text (Multi-Line)</p> <div style="border: 1px solid black; padding: 2px;">No response.</div>	★
1.16	<p>Termination, Litigation, Debarment - During the last five (5) years, has Bidder had 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?</p>	★

Yes/No

No

- 1.17** If so, provide full details related to 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. ★

Text (Multi-Line)

No response.

- 1.18** Termination, Litigation, Debarment - During the last five (5) years, has Bidder had any litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Bidder or its officers have been a party? ★

Yes/No

No

- 1.19** 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. ★

Text (Multi-Line)

No response.

- 1.20** Termination, Litigation, Debarment - Has Bidder 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. ★

Yes/No

No

- 1.21** 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. ★

Text (Multi-Line)

No response.

- 1.22** Termination, Litigation, Debarment - Bidder agrees 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. ★

Yes/No

No

- 1.23** Bidder Reference  
The Bidder shall provide the following general background information: References from three (3) previous customers or clients knowledgeable of the Bidder's performance in providing goods and/or services similar to the goods and/or services described in this solicitation and a contact person and telephone number for each reference. Please attach a document with the required information. ★

Text (Multi-Line)

Can not provide

- 1.24** 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. ★

Text (Single Line)

No preference

1.25	<p>Open Competition - Where, in these specifications, reference is made to materials, trade names, or articles of certain manufacture, it is done for the purpose of establishing a base of comparative quality type, and style and not for the purpose of limiting competition. Other materials or brands may be accepted if, in the opinion of the State of Iowa, they are equal in quality and of a design in harmony with the intent of these specifications. Samples WILL or MAY be requested to determine acceptance.</p> <p>Yes/No</p> <div>Yes</div>	★
1.26	<p>Silence of Specification - The apparent silence of these specifications as to any details or the omission from it of a detail description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail, and that only materials and/or workmanship of finest quality shall be used.</p> <p>Yes/No</p> <div>Yes</div>	★
1.27	<p>Bidder has read and agrees to FOB Destination, Freight Prepaid and Allowed.</p> <p>Yes/No</p> <div>No</div>	★
1.28	<p>Bidder must select freight method and transfer of ownership location.</p> <p>Dropdown List (Pick One)</p> <p>FOB Destination, Freight Pre-Paid and Added            FOB Destination, Freight Collect            FOB Origin, Freight Pre-Paid            FOB Origin, Freight Collect            FOB Origin, Freight Prepaid and Added</p> <div>FOB Origin, Freight Prepaid and Added</div>	★
1.29	<p>Award - The Iowa Department of Administrative Services reserves the right to award to the Bidder with best overall price or to the Bidder with the best line item price.</p> <p>Yes/No</p> <div>Yes</div>	★
1.30	<p>Administrative Fee - In addition to the approved discounts or prices specified in the Contract herein, the Bidder shall pay to the Agency a 1.00% Administrative Fee on all sales made against this Contract. The fee shall be paid quarterly to the Iowa Department of Administrative Services, Central Procurement; Attn: Chief Operating Officer, Level 3, Hoover State Office Building, 1305 E. Walnut Street, Des Moines, IA 50319-0105.</p> <p>Yes/No</p> <div>Yes</div>	★
1.31	<p>Insurance - Bidder has read and agrees to the following Insurance Attachment.</p> <p>Yes/No</p> <div>No</div>	★
1.32	<p>Defective Items - All items found to be defective within the manufacturer's warranty period shall be returned and replaced with new items at the successful Bidder's expense.</p> <p>Yes/No</p> <div>Yes</div>	★
1.33	<p>Standard of Quality - The item(s) specified in this program by brand name are intended to establish a standard of quality, which will be required. Similar item or items of manufacturers other than those listed which are included in the bids submitted will be considered if comparable in quality and function. It will be the responsibility of the Bidder to provide all technical information as to the acceptability of the alternate item(s). All products delivered shall be fully guaranteed to be free of defects, first quality no seconds or irregulars shall be accepted.</p> <p>Yes/No</p>	★

	Yes	
1.34	Nonprofits - The resulting Contract will be made available to nonprofit entities that qualify under I.R.S. § 501 (c) provisions. Yes/No	★
	Yes	
1.35	Payment Terms - Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Bidder. Yes/No	★
	Yes	
1.36	Payment Terms - What discount will you give for payment in 15 days? What discount will you give for payment in 30 days? Text (Multi-Line)	
	When 60 terms are given, we do not offer early payment discounts. Only 2% 10 days NET 30 terms.	
1.37	Quarterly Report The Bidder shall provide an electronic detailed quarterly report on ALL sales made under this Contract via e-Mail to the Iowa Department of Administrative Services, Central Procurement. Attention: David Kundid at email address david.kundid@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, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Bidder's Bid must include a sample report and a description of the reporting that will be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames. Yes/No	★
	Yes	
1.38	Public Entities (Political Subdivisions) - The resulting Contract will be made available to Political Entities, i.e. cities, counties, and schools. Yes/No	★
	Yes	
1.39	Firm Contract Pricing - Any contract that results from this bid will have firm pricing for one year. Yes/No	★
	No	
1.40	Invoicing - All invoicing will be submitted to the attention of "Accounts Payable" and addressed to the facility receiving the goods or services. The State shall pay the Contractor monthly, within the period of time provided for by applicable State statute, after receipt of the Contractor's invoice for the goods and/or services supplied by the Contractor in the prior calendar month. The invoice will be itemized with a description goods or services provided that corresponds directly to a line item on the Contractual Agreement or Master Agreement that results from this RFB. Each line should also list the quantity, unit of measure, price per unit of measure, line item totals and invoice total. The remit to address on the invoice must match the remit to address that was submitted with registration to do business with the State of Iowa. Payment terms on the invoice must match the payment terms agreed to in the RFB bid submission. Yes/No	★
	Yes	
1.41	Best and Final Offers - The Issuing officer reserves the right to conduct discussions with Bidders for obtaining "best and final offers." To obtain best and final offers from Bidders, the Issuing Officer may do one or more of the following: enter into pre-selection negotiations, including the use of an on-line auction; schedule oral presentations; and request revised Bids. Yes/No	★

Yes

1.42

Adjustments in Pricing - Adjustments in pricing shall be at the discretion of the Issuing Officer following the attached Adjustment in Pricing terms. ★

Yes/No

No

1.43

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

Yes/No

Yes

1.44

Country of Origin - Bidder must be able to provide country of origin, if requested. ★

Yes/No

Yes

1.45

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. ★

Yes/No

No

1.46

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

Yes/No

Yes

## Group 2: Specifications

2.1

INTENT OF SPECIFICATIONS - It shall be the intent of these specifications to cover the furnishing and delivery of the item(s) in this solicitation. These detailed specifications cover the requirements as to the type of construction to which the item(s) shall conform. Minor details of construction and materials, which are not otherwise specified, are left to the discretion of the manufacturer. ★

Yes/No

Yes

2.2

Specifications deemed "NO EXCEPTIONS." The Bidder shall adhere to all the specifications listed as "NO EXCEPTIONS". There shall be no exceptions granted for this specification. Any proposed exception shall deem the Bidder "INELIGIBLE" for the RFB. These items have been determined to enhance specific performance requirements, or otherwise be in the best interest of the Purchaser. ★

Yes/No

Yes

2.3

Bidder shall propose alterations to the listed specifications. All deviations, no matter how slight, shall be clearly explained in the bid sequence, citing the specification, how the proposal deviation is different, and why it is necessary. ★

Yes/No

Yes

2.4

An eligible Respondent shall be able to provide Electrical Wiring & Accessory items such as, but not limited to polyvinyl chloride (PVC) insulated primary wire, wire terminals, uninsulated terminals, fuses, zip ties, and split point jobbers. ★

Yes/No

Yes

- 2.5** All products provided shall be new and highest quality or grade. ★  
Yes/No
- 2.6** "NO EXCEPTIONS" Respondent shall have inventory on hand in warehouse facility and drop ship only when needed. ★  
Yes/No
- 2.7** The Respondent shall not have a minimum order quantity or minimum total cost amount. ★  
Yes/No



★ Required Product Line Items

#	Item Name, Commodity Code, Description	Allow Alternate s	Qty.	UOM	Requested Delivery	Unit Price (USD)	Total Unit Price (USD)	Total Price (USD)	Estimated Delivery
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