

## SECTION 4 - FORM OF BID

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

### 4.1 Bidder Information

Business Name: Iowa Prison Industries

Official Address: 1445 E Grand Avenue, Des Moines IA 50316

\_\_\_\_\_

\_\_\_\_\_

Firm's State or Foreign Country of Residence: Iowa

Sales contact: Justin Opfer

Telephone Number: 515-725-5313 Fax Number: \_\_\_\_\_

Email: justin.opfer@iowa.gov

Ordering contact: ipicustomerservice@iowa.gov

Telephone Number: 800-332-7922 Fax Number: \_\_\_\_\_

Billing contact: Chris Greif, Acct Receivable

Telephone Number: 319-462-3547 Fax Number: \_\_\_\_\_

### 4.2 Contract Terms and Conditions

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

The contract terms and conditions may be supplemented at the time of Contract execution and are provided to enable Bidders to better evaluate the costs associated with the solicitation requirements and the Contract. Bidders should plan on the contract terms and conditions contained in the VSS solicitation being included in any contract awarded as a result of this

solicitation. All costs associated with complying with these requirements should be included in any pricing quoted by the Bidder. By submitting a Bid, each Bidder acknowledges its acceptance of the solicitation terms and conditions without change except as otherwise expressly stated in Attachment 3. If a Bidder takes exception to a provision, it must state the reason for the exception and the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the solicitation may be deemed non-responsive by the State, in its sole discretion, resulting in possible disqualification of the Bid. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.

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

#### 4.3 Terms and Conditions

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

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

#### 4.4 Terms of Pcard Acceptance

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

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

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

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

#### 4.5 Specifications

Bidder is able to provide and performed as specified in Section 3. By indicating “yes”, a Bidder agrees that it shall comply with that requirement throughout the full term of the resulting Contract, if the Bidder is successful. In addition, for specific requirements, the Bidder shall provide, if requested, specific references and/or supportive information to verify the Bidder’s compliance with the requirement. Failure to provide this information may cause the Bid to be deemed non-responsive and therefore rejected. The Agency reserves the right to determine whether the supportive information submitted by the Bidder demonstrates the Bidder will be able

to comply with the Bid Requirements. If the Agency determines the supportive information does not demonstrate the Bidder will be able to comply with the Bid Requirements, the Agency may disqualify the Bid. Please enter the required information on the attachment and upload the document.

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

**4.6 Bidder Experience**

The Bidder must provide the following information regarding its experience:

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

IPI has been in business since 1953 and has been providing embroidery services since 2005.

IPI has been providing the ILEA uniforms sought on this contract for many years. We also provide uniform services to the Department of Corrections for the Correctional Officers along with other city and county governmental agencies.

IPI works with a number of clothing vendors to offer a variety of clothing options. Embroidery and screen printing are performed at our Mitchellville location.

**4.7 Terminations, Litigation, Debarment**

The Bidder must provide the following information:

- During the last five (5) years, has the Bidder had a contract for goods and/or services terminated for any reason? If so, provide full details related to the termination.
- During the last five (5) years, describe any damages or penalties or settlements to resolve disputes entered into by Bidder under any of its existing or past contracts as it relates to goods and/or services performed that are similar to the goods and/or services contemplated by this RFB. If so, indicate the reason for the penalty or exchange of property, goods, or services and the estimated amount of the cost of that incident to the Bidder.
- During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity.



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

**Bidder's state has a preference law:** Yes  No  **Bidder's state** Iowa

**4.10 Open Competition**

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

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

**4.11 Silence of Specification**

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

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

**4.12 FOB Destination, Freight Prepaid**

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

**4.13 Delivery Time**

Provide the expected number of days after receipt of order until delivered to the specified facility. Expected number of days: 30 days is preferred, but can provide in less as needed

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

**4.14 Award by Either**

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

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

**4.15 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.

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

**4.16 Criminal History and Background Information**

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

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

**4.17 Insurance**

The Contract will require the successful Bidder to maintain insurance coverage(s) in accordance with the contractual provisions. Bidder shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Agency, insurance covering its work of the type and in amounts required by this Contract. Bidder’s insurance shall, among other things, insure against any loss or damage resulting from or related to Bidder’s performance of this Contract regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Contract shall: (i) be subject to the approval of the Agency; (ii) remain in full force and effect for the entire term of this Contract; and (iii) not be canceled, reduced or changed without the Agency’s prior written consent. The State of Iowa and Agency shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: “It is hereby agreed and understood that the State of Iowa and the Agency are named as additional insured, and that the coverage afforded to the State of Iowa and the Agency under this policy shall be primary insurance. If the State of Iowa or the Agency have other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer’s liability under this policy shall not be reduced by the existence of such other insurance.” Unless otherwise requested by the Agency, Bidder shall cause to be issued insurance policies with the coverages set forth below:

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, umbrella form	Each Occurrence Aggregate	\$1 Million \$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

**4.17.1 Certificates of Coverage**

At the time of execution of this Contract, Bidder shall deliver to the Agency certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Bidder starts work, certifying that said insurance applies to, among

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

**4.17.2 Waiver of Subrogation Rights**

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

**4.17.3 Proceeds**

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

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

As a state agency, IPI is self-insured.

**4.18 Defective Items**

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

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

**4.19 Standard of Quality**

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

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

**4.20 Nonprofits**

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

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

**4.21 Payment Terms**

Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Bidder.

What discount will you give for payment in 15 days? n/a

What discount will you give for payment in 30 days? n/a

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

**4.22 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: Issuing Officer Name Julie Janssen email Julie.Janssen@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.

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

**4.23 Public Entities (Political Subdivisions)**

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

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

**4.24 Firm Contract Pricing**

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

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

**4.25 Invoicing**

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

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

**4.26 Best and Final Offers**

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

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

**4.27 Adjustments in Pricing**

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

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

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

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

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

**4.28 Additional Items or Manufacturers**

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

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

**4.29 Substitution of Items During Term of Contract**

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

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

**4.30 Country of Origin**

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

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

**4.31 Pricing**

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

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

**4.32 Pricing Restrictions**

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

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



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

**Alterations to this document are prohibited.**

(Date) 10/21/2020

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

Subject: Request for Bid - Bid Certifications

Issuing Officer:

I certify that the contents of the Bid submitted on behalf of (**Name of Bidder**) in response to Iowa Department of Administrative Services for RFB0321005011 for ILEA Basic Academy Uniforms are true and accurate. I also certify that Bidder has not knowingly made any false statements in its Bid.

**Certification of Independence**

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

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

**Certification Regarding Debarment**

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

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

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

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

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

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

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

Sincerely,

*Ann Baughman*  
**Signature**

Ann Baughman, Marketing Manager  
**Name and Title of Authorized Representative**

10/21/2020  
**Date**

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

**Alterations to this document are prohibited.**

(Date) 10/21/20

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

Subject: Request for Bid – Authorization to Release Information

Dear Issuing Officer:

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

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

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

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

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

Sincerely,

*Ann Baughman*  
\_\_\_\_\_  
Signature

Ann Baughman, Marketing Manager  
**Name and Title of Authorized Representative**

10/20/20  
**Date**

**Attachment #3**  
**Form 22 – Request for Confidentiality**

**SUBMISSION OF THIS FORM 22 IS REQUIRED**

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

**1. Confidential Treatment Is Not Requested**

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

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

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

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

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

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

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

**Part 1 – No Confidential Information Provided**

**Confidential Treatment Is Not Requested**

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

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

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

<u>Iowa Prison Industries</u>	<u>0321005011</u>	<u>ILEA Uniform</u>
Company	RFB Number	RFB Title
<u><i>Ann Baughman</i></u>	<u>Marketing Manager</u>	<u>10/21/2020</u>
Signature (required)	Title	Date

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

**Part 2 - Confidential Treatment is Requested**

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

**NOTE:**

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

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

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

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

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

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

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

\_\_\_\_\_  
Company

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

REFERENCES:

Roger Sebring, Iowa State University, [rsebring@iastate.edu](mailto:rsebring@iastate.edu), 515-294-1729

Mary Paterson, Univ of Iowa, [mary-paterson@uiowa.edu](mailto:mary-paterson@uiowa.edu), 319-335-1441

Brad Hier, Department of Corrections, [brad.hier@iowa.gov](mailto:brad.hier@iowa.gov), 641-792-7552

# LINE ITEM #1

## Valucap - Adult Bio-Washed Classic Dad's Cap - VC300A



- 100% bio-washed chino twill
- Unstructured, six-panel, low-profile
- Pre-curved visor
- Self-fabric tri-glide buckle closure - antique brass
- Tearaway label
- Size: 6 5/8" - 7 3/8"

\*\*Please click on color swatches to view actual images of each hat's unique color combination



### Colors

White	Black	Black/Stone Stitch	Baby Blue	Brown	Brown/Stone Stitch	Butter	Cardinal	Charcoal	Charcoal/Black	Forest Green	Gold	Green Camo	Grey
Grey Camo	Grey/Navy	Grey/Royal/Charcoal	Kelly	Khaki	Khaki/Brown	Khaki/Brown/Stone Stitch	Khaki/Brown/Olive	Lavender	Light Blue/Navy	Light Pink	Maroon	Navy	Navy/Stone Stitch
Neon Blue	Neon Green	Neon Orange	Neon Pink	Neon Yellow	Olive	Olive/Stone Stitch	Orange	Pink	Pink Camo	Purple	Red	Red/Stone Stitch	Royal
Royal Camo	Sky Blue	Stone	Stone/Navy Stitch	Tan Camo	Texas Orange	White/Maroon/Grey	White/Red/Navy	Yellow					

### Finished Measurements

	<b>Adjustable</b>
Imprint or Embroidery area	2 1/4 x 4 1/2

## LINE ITEM #2

# Sportsman - 12" Solid Knit Beanie - SP12



- 80/20 acrylic knit/ polyester fleece
- Exterior 100% acrylic & interior 100% polyester
- 12" knit
- Adjustable cuff, shown as 3"

## Colors

White	Black	Blaze Orange	Brown	Camel	Cardinal	Dark Heather Grey	Forest	Gold	Heather Brown	Heather Cardinal	Heather Charcoal	Heather Dark Royal	Heather Grey
Heather Kelly	Heather Navy	Heather Orange	Heather Purple	Heather Red	Heather Royal	Kelly	Maroon	Navy	Neon Fuchsia	Neon Green	Neon Pink	Neon Yellow	Orange
Pink	Purple	Red	Royal Blue	Safety Yellow									

## Finished Measurements

	One Size
Body Width	7 1/2"
Length	12"

[View PDF Print Email](#)



## Sport-Tek® PosiCharge® Competitor™ Tee. ST350



Lightweight, roomy and highly breathable, these moisture-wicking, value-priced tees feature PosiCharge technology to lock in color and prevent logos from fading.

- 3.8-ounce, 100% polyester interlock with PosiCharge technology
- Removable tag for comfort and relabeling
- Set-in sleeves

*Given the extreme heat required for sublimation, please consult with your decorator. It is highly recommended to sample test product by color before production.*

**CARE INSTRUCTIONS**

Machine wash cold with like colors, non-chlorine bleach only if needed, do not use fabric softener, tumble dry low, remove promptly, cool iron if necessary, do not dry clean.

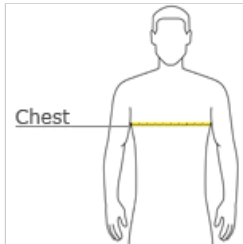


front



back

**HOW TO MEASURE**



**CHEST WIDTH**

Measure under the arm and around the fullest part of the chest with arms down, keeping tape horizontal.

**SIZE CHART**

	XS	S	M	L	XL	2XL	3XL	4XL
Chest	32-34	35-37	38-40	41-43	44-46	47-49	50-53	54-57

**COLOR INFORMATION**

 Atomic Blue PMS 2203C	 Black PMS NTR BLACK CPMS 7421C	 Cardinal	 Carolina Blue PMS 7454C	 Coyote Brown	 Deep Orange PMS 173C	 Forest Green PMS 553C	 Gold PMS 1235C	 Grey Concrete PMS COOL GRAY 10C	 Iron Grey PMS 7540C	 Kelly Green PMS 341C
 Lime Shock PMS 375C	 Maroon PMS 504C	 Neon Orange	 Neon Pink PMS 806C	 Neon Yellow	 Olive Drab Green	 Purple PMS 7672C	 Sand PMS 453C	 Silver PMS 429C	 Texas Orange PMS 7584C	 Tropic Blue PMS 7474C
 True Navy PMS 533C	 True Red PMS 200C	 True Royal PMS 7686C	 Vegas Gold PMS 4525C	 White						

**LINE ITEM #4 & #14**

Gildan - DryBlend® Jersey Sport Shirt - 8800 **GILDAN®**



- 6.0 oz.(US) 10 oz.(CA), pre-shrunk 50/50 cotton/polyester knit
- DryBlend technology: delivers moisture-wicking properties
- Contoured welt collar and cuffs
- Three woodtone buttons on clean-finished placket with reinforced box
- Double-needle bottom hem
- Quarter-turned to eliminate center crease
- Safety Green: Compliant with ANSI/ISEA 107
- Tearaway label

Colors

White	Black	Ash	Carolina Blue	Dark Heather	Forest Green	Gold	Graphite Heather	Gravel	Heliconia	Jade Dome	Kelly Green	Light Blue	Light Pink
Lime	Maroon	Navy	Orange	Prairie Dust	Purple	Red	Royal	Safety Green	Safety Orange	Sand	Sapphire	Sport Grey	

Finished Measurements

	S	M	L	XL	2XL	3XL	4XL	5XL
Body Length	27 1/2	29	30	31	32	33	34	35
Body Length Tolerance	1	1	1	1	1	1	1	1
Body Width	19	21	23	25	27	29	31	33
Body Width Tolerance	1	1	1	1	1	1	1	1

**LINE ITEM #5 & #15**



**Heavy Cotton™ 100% Cotton T-Shirt. 5000**



- 5.3-ounce, 100% cotton
- 99/1 cotton/poly (Ash)
- 90/10 cotton/poly (Sport Grey, Antique Cherry Red, Antique Irish Green, Antique Jade Dome, Antique Orange, Antique Sapphire)
- 50/50 cotton/poly (Blackberry, Dark Heather, Heather Military Green, Heather Red, Heathered Sapphire, Lilac, Midnight, Neon Blue, Neon Green, Russet, Sunset, Tweed, Safety Green, Safety Orange, Safety Pink, Graphite Heather)
- Seamless double-needle 7/8" collar
- Double-needle sleeves and hem
- Taped neck and shoulders
- Tearaway label



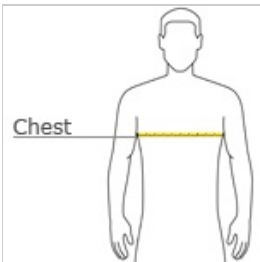
front



back

Due to the nature of 50/50 cotton/poly neon fabrics, special care must be taken throughout the printing process.

**HOW TO MEASURE**



**CHEST WIDTH**  
Measure under the arm and around the fullest part of the chest with arms down, keeping tape horizontal.

**SIZE CHART**

	S	M	L	XL	2XL	3XL
Chest	34-36	38-40	42-44	46-48	50-52	54-56

**COLOR INFORMATION**

Antique Cherry Red PMS 7427C	Antique Irish Green PMS 348C	Antique Jade Dome PMS 7715C	Antique Orange PMS 7599C	Antique Sapphire PMS 7706C	Ash* PMS COOL GREY 3 C	Azalea PMS 2045C	Berry PMS 683C	Black PMS 426C	Blackberry PMS 276C	Brown Savana PMS 7531C
Cardinal PMS 1955 C	Carolina Blue PMS 659C	Charcoal PMS COOL GRAY 10C	Cobalt PMS 2746C	Coral Silk PMS 1777C	Corn silk PMS 393C	Daisy PMS 122C	Dark Chocolate PMS 412C	Dark Heather PMS 7545C	Electric Green PMS 361C	Forest PMS 5535C
Garnet PMS 188C	Gold PMS 1235C	Graphite Heather PMS 424C	Gravel PMS COOL GRAY 8C	Heather Military Green PMS 416C	Heather Red PMS 703C	Heather Sapphire PMS 7690C	Heliconia PMS 213C	Ice Grey PMS WARM GRAY 1C	Indigo Blue PMS 5405C	Irish Green PMS 2252C
Kiwi	Light Blue	Light Pink	Lilac	Lime	Maroon	Midnight	Military Green	Mint Green	Natural	Navy

# LINE ITEM #6 & #16



## Heavy Cotton™ 100% Cotton Long Sleeve T-Shirt. 5400



- 5.3-ounce, 100% cotton
- 99/1 cotton/poly (Ash)
- 90/10 cotton/poly (Sport Grey)
- 50/50 cotton/poly (Graphite Heather)
- Double-needle neck and hem
- Tearaway label
- Taped neck and shoulders
- Seamless double-needle 7/8" collar
- Rib knit cuffs



front

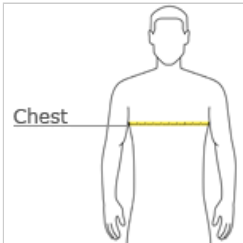


back

### CARE INSTRUCTIONS

Machine wash warm, inside out, with like colors. Only non-chlorine bleach. Tumble dry medium. Do not iron if decorated. Do not dry clean.

### HOW TO MEASURE



#### CHEST WIDTH

Measure under the arm and around the fullest part of the chest with arms down, keeping tape horizontal.

### SIZE CHART

	S	M	L	XL	2XL	3XL
Chest	34-36	38-40	42-44	46-48	50-52	54-56

### COLOR INFORMATION



Ash  
PMS COOL GRAY  
3C



Black  
PMS 426C



Forest  
PMS 5535 C



Graphite Heather  
PMS 424 C



Irish Green  
PMS 2252C



Navy  
PMS 533C



Red  
PMS 199C



Royal  
PMS 7686C



Sport Grey\*  
PMS COOL GREY  
7 C



White

\*Not all sizes are available in every color.

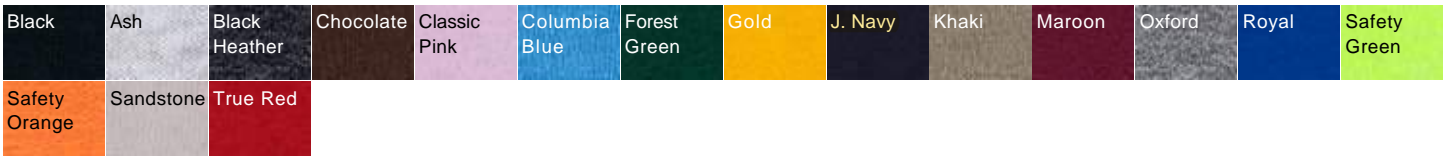
**LINE ITEM #7 & #17**

**JERZEES - Super Sweats**  
**NuBlend® Crewneck Sweatshirt -**  
**4662MR**



- 9.5 oz., pre-shrunk 50/50 cotton/polyester
- Oxford is 49/51 cotton/polyester
- NuBlend pill-resistant fleece
- High stitch density for a smooth printing canvas
- 1x1 ribbed collar, cuffs and waistband with spandex
- Double-needle stitched waistband, armholes, and collar
- Seamless body
- Set-in sleeves
- Quarter-turned

Colors



Finished Measurements

	S	M	L	XL	2XL	3XL	4XL
Body Length	27	28	29	30	31	32	33
Body Width	20	22	24	26	28	30	32
Sleeve Length	35	36	37	38	39	40	41

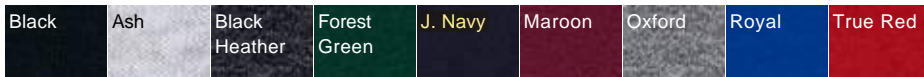
**LINE ITEM #8 & #18**

**JERZEES - Super Sweats NuBlend® Sweatpants with Pockets - 4850MR**



- 9.5 oz., pre-shrunk 50/50 cotton/polyester
- Oxford is 49/51 cotton/polyester
- NuBlend pill-resistant fleece
- High stitch density for a smooth printing canvas
- Front and back rise differential
- Triple-needle stitched elastic waistband with inside drawcord
- Side entry jersey lined pockets
- Elastic bottom leg openings

Colors



Finished Measurements

	S	M	L	XL	2XL	3XL
Inseam	31 3/4	32 1/4	32 3/4	33 1/4	33 3/4	34 1/4
Waist	26	28	30	32	34	36

# LINE ITEM #9 & #19



## Sport-Tek® PosiCharge® Competitor™ Short. ST355



A lightweight, unlined, budget-friendly short that wicks away moisture to keep you comfortable. PosiCharge technology helps colors and logos stay vibrant longer.

- 3.8-ounce, 100% polyester interlock with PosiCharge technology
- Removable tag for comfort and relabeling
- Elastic waistband
- Continuous loop drawcord
- 9-inch inseam

*If applying sublimation, special care must be taken throughout the process. Contact your decorator for more details.*

### CARE INSTRUCTIONS

Machine wash cold with like colors, non-chlorine bleach only if needed, do not use fabric softener, tumble dry low, remove promptly, cool iron if necessary, do not dry clean.

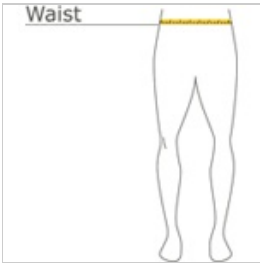


front



back

### HOW TO MEASURE



**WAIST**  
Measure around the smallest part of the natural waist.

### SIZE CHART

	XS	S	M	L	XL	2XL	3XL	4XL
Waist	26-28	29-31	32-34	35-37	38-40	41-43	44-47	48-51

### COLOR INFORMATION

						
Black PMS NTR BLACK	Forest Green PMS 553C	Iron Grey PMS 7540C	Silver PMS 429C	True Navy PMS 533C	True Red PMS 200C	True Royal PMS 7686C

## LINE ITEM #10



### 5.11 TACTICAL® PANT DETAILS

The original tactical pant. The pants that inspired an industry, from military to law enforcement to fire and EMS. Designed from beginning to end with you in mind.

- Action waistband
- 7 pockets including strap-and-slash seat pockets
- Bartacking at major seams and stress points
- Tough, durable 8.8 oz. 100% cotton canvas
- Extra pockets sized for tactical use
- Double-reinforced seat and knees (**Internal knee pad ready**)
- Hip-mounted D-ring
- YKK® zippers and Prym® snaps
- Relaxed fit
- Imported

# LINE ITEM #13



## Sport-Tek® Ladies PosiCharge® Competitor™ Tee. LST350



Lightweight, roomy and highly breathable, these moisture-wicking, value-priced tees feature PosiCharge technology to lock in color and prevent logos from fading.

- 3.8-ounce, 100% polyester interlock with PosiCharge technology
- Removable tag for comfort and relabeling
- Set-in sleeves

*Given the extreme heat required for sublimation, please consult with your decorator. It is highly recommended to sample test product by color before production.*

### CARE INSTRUCTIONS

Machine wash cold with like colors, non-chlorine bleach only if needed, do not use fabric softener, tumble dry low, remove promptly, cool iron if necessary, do not dry clean.

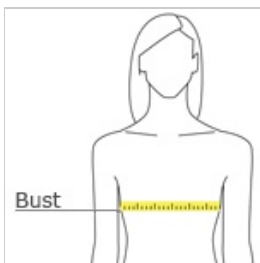


front



back

### HOW TO MEASURE



#### BUST

Measure under the arm and around the fullest part of the bust with arms down, keeping tape horizontal.

### SIZE CHART

	XS	S	M	L	XL	XXL	3XL	4XL
Size	2	4/6	8/10	12/14	16/18	20/22	24/26	28/30
Bust	32-34	35-36	37-38	39-41	42-44	45-47	48-51	52-55

### COLOR INFORMATION

Atomic Blue PMS 2203C	Black PMS NTR BLACK C	Cardinal PMS 7421C	Carolina Blue PMS 7454C	Deep Orange PMS 173C	Forest Green PMS 553C	Gold PMS 1235C	Grey Concrete PMS COOL GRAY 10C	Iron Grey PMS 7540C	Kelly Green PMS 341C	Lime Shock PMS 375C
Maroon PMS 504C	Neon Orange	Neon Pink PMS 806C	Neon Yellow	Pink Raspberry PMS 7425C	Purple PMS 7672C	Silver PMS 429C	Tropic Blue PMS 7474C	True Navy PMS 533C	True Red PMS 200C	True Royal PMS 7686C
White										

## LINE ITEM #20



### WOMEN'S TACLITE® PRO PANT DETAILS

Made from our lightweight, durable TACLITE® ripstop fabric, Women's TACLITE® Pro Pants are designed to provide outstanding comfort and performance in hot and humid conditions. Also available in [Shorts](#).

LENGTH: Regular - 31" Inseam; Long - 35" Inseam

- Lightweight, durable women's tactical pants
- Ideal for operational or recreational outdoor demands
- Extra pockets sized for tactical use
- 6.2 oz. polyester/ cotton TACLITE® ripstop fabric
- Action waistband
- Gusseted construction
- Double-reinforced seat and knees ([Internal knee pad ready](#))
- Bartacking at major seams and stress points
- Triple- stitching
- Seven pockets, including strap-and-slash pockets
- Hip-mounted D-ring
- Teflon® finish
- YKK® zippers
- Prym® snaps
- Imported