

Event Summary - 5.11 Tactical Clothing and Apparel with Embellishments

Vendor:	Galls, LLC	Type	RFB - Request for Bids
Number	005-RFB-0995-2024	Organization	DASlowa
Currency	US Dollar	Exported on	5/6/2024
Exported by	Randy Bennett	Payment Terms	0% 0, Net 60
Sealed Bid	Yes	Intend to Submit	Yes
Bid Total	8.95 USD		

Event Dates

Time Zone	CDT/CST - Central Standard Time (US/Central)
Released	-
Open	4/12/2024 1:00 PM CDT
Close	5/3/2024 1:00 PM CDT
Submission Date	5/2/2024 9:27 AM CDT
Sealed Bid	5/3/2024 1:00 PM
Question Submission Close	4/24/2024 1:00 PM CDT

Event Users

Contacts

Randy Bennett
randy.bennett@iowa.gov
Phone +1 515-322-1210

Description

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

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

It is advised to "Save Progress" often and especially after uploading documents.

NOTE: Anytime the Bidder opens their bid after the initial submission, they MUST certify and resubmit. No information will be lost from the initial submission.

NOTE: Bidder must approve and resubmit their bid after an amendment has been posted by the Issuing Officer. If the bid was submitted before the amendment, all information will be saved. The Bidder only needs to read and acknowledge the amendment.

Instructions for Amendments: Answer the newly posted question in the Questions Section, and CERTIFY and SUBMIT your bid again (if previously submitted).

Contract Term

The term of the contract will begin upon award and will be for one year.

The Agency shall have the sole option to renew the contract upon the same or more favorable terms and conditions for up to two annual extensions. The resulting contract will be available to all State Agencies.

Prerequisites

★ Required to Enter Bid

1 ★ Instructions To Vendor :

Bidder shall read and make certifications of the their Bid.

Certification

Bidder certifies that they have read and agree to the terms.



Vendor Must Also Upload a File:

No

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. 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:

- 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 their Bid.

Certification

Bidder certifies that they have read and agree to the Authorization to Release Information.



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.

Buyer Attachments

Iowa Embroidery Specifications.docx	Iowa Embroidery Specifications.docx	../Attachments/Iowa Embroidery Specifications.docx
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Vendor Attachments

5.11 Iowa Catalog.pdf	5.11 Iowa Catalog.pdf	../SupplierAttachments/SupplierAttachments/5.11 Iowa Catalog.pdf
5.11 Iowa Catalog.csv	5.11 Iowa Catalog.csv	../SupplierAttachments/SupplierAttachments/5.11 Iowa Catalog.csv

Questions

★ Vendor Response Is Required

Page1

Group 1: Form of Bid

- 1.1 Enter the Bidder's contact name, telephone number, email address, and shipping address for questions regarding this solicitation. ★
Text (Multi-Line)
Sam Simon 1340 Russell Cave Road Lexington, KY 40505 859-514-9653 simon-sam@galls.com
- 1.2 Enter the Bidder's State or Foreign Country of Residence. ★
Text (Single Line)
Kentucky
- 1.3 Bidder shall enter the Resident Preference given by the State or Foreign Country of the Bidder's residence. Enter the resident preference in the text box or indicate "no preference". ★
Text (Single Line)
Kentucky
- 1.4 Bidder shall read, fill-out and upload the Terminations, Litigation and Debarment document. ★
File Upload
Terminations.pdf - ../SupplierAttachments/QuestionAttachments/Terminations.pdf
Terminations, Litigation and Debarment Document -
- 1.5 Is the Bidder requesting confidential treatment of specific information? ★
Yes/No
No
- 1.6 A Bidder requesting confidential treatment of specific information shall fully complete the form attached. In the Items Section, mark each good or service upon which the Bidder believes confidential information appears. ★
File Upload
No response.
Form 22 - ../Attachments/QuestionAttachments/Form 22 -11.22.pdf
- 1.7 The State of Iowa requires shipping to be FOB Destination, Freight Prepaid. Does the Bidder agree to the terms? ★
Dropdown List (Pick One)
Bidder agrees
Bidder does NOT accept the Terms & Conditions (submit exceptions question)
Bidder agrees

Group 2: Terms and Conditions

- 2.1 Bidder shall read the RFB Definitions and enter a response. ★
Dropdown List (Pick One)
Bidder agrees
Bidder does NOT agree to the Definitions (submit exceptions question)
Bidder agrees
Definitions - ../Attachments/QuestionAttachments/RFB - Definitions.pdf
- 2.2 Bidder shall read the Administrative Terms and enter a response. ★
Dropdown List (Pick One)
Bidder agrees
Bidder does NOT accept the Terms & Conditions (submit Exceptions question)
Bidder agrees

- 2.3** Bidder shall read the Contract Terms & Conditions and enter a response. ★
Dropdown List (Pick One)
Bidder agrees
Bidder does NOT accept the Terms & Conditions (submit exceptions question)
Bidder agrees
Contract Terms & Conditions - ../../Attachments/QuestionAttachments/Contract Terms and Conditions
- 2.4** Bidder shall read the Specification Terms and enter a response. ★
Dropdown List (Pick One)
Bidder agrees
Bidder does NOT accept the Terms & Conditions (submit exceptions question)
Bidder agrees
Specifications - ../../Attachments/QuestionAttachments/Specifications 11.22.pdf
- 2.5** Bidder shall read the Terms and Conditions for GOODS and enter a response. ★
Dropdown List (Pick One)
Bidder agrees
Bidder does NOT accept the Terms & Conditions (submit exceptions question)
Bidder agrees
Terms and Conditions for GOODS - ../../Attachments/QuestionAttachments/GOODS Terms and
- 2.6** Bidder shall read the Insurance Requirements and enter a response. ★
Dropdown List (Pick One)
Bidder agrees
Bidder does NOT accept the Insurance Requirements (submit exceptions question)
Bidder agrees
Insurance Requirements - ../../Attachments/QuestionAttachments/Insurance Requirements RFB.pdf
- 2.7** Public Entities (Political Subdivisions) - The resulting Contract will be made available to Political Entities, i.e. cities, counties, and schools. Bidder shall enter a response. ★
Dropdown List (Pick One)
Bidder agrees
Bidder does NOT accept the Terms & Conditions (submit exceptions question)
Bidder agrees
- 2.8** Nonprofit Entities - The resulting Contract will be made available to nonprofit entities that qualify under I.R.S. § 501 (c) provisions. Bidder shall enter a response. ★
Dropdown List (Pick One)
Bidder agrees
Bidder does NOT accept the Terms & Conditions (submit exceptions question)
Bidder agrees
- 2.9** Quarterly Sales Report - The Bidder shall provide a detailed quarterly report in Microsoft Excel on ALL sales made under the resulting Contract via e-mail to the Iowa Department of Administrative Services. Bidder shall enter a response. ★
Dropdown List (Pick One)
Bidder agrees
Bidder does NOT accept the Terms & Conditions (submit exceptions question)
Bidder agrees
- 2.10** Administrative Fee - In addition to the approved discounts or prices specified in the solicitation herein, the Bidder shall pay to the Agency a 1.00% Administrative Fee on all sales made against the resulting Contract. The fee shall be paid quarterly to the Iowa Department of Administrative Services. Bidder shall enter a response. ★

Dropdown List (Pick One)

Bidder agrees

Bidder does NOT accept the Terms & Conditions (submit exceptions question)

Bidder agrees

Group 3: Payment Terms

- 3.1 Payment Terms - Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Bidder. Does the Bidder agree to the terms? ★

Dropdown List (Pick One)

Bidder agrees

Bidder does NOT accept the Terms & Conditions (submit exceptions question)

Bidder agrees

- 3.2 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 Terms of Pcard Acceptance. ★

Dropdown List (Pick One)

Bidder agrees

Bidder does NOT accept the Terms & Conditions (submit exceptions question)

Bidder agrees

P-Card Acceptance - ../../Attachments/QuestionAttachments/Terms of Pcard Acceptance 11.22.pdf

Product Line Items

Group P1: Bid Specifications. Bidder must satisfy all the specifications to be deemed a Responsible Bidder

#	Item Name, Commodity Code, Description	Allow Alternate s	Qty.	UOM	Requested Delivery	Unit Price (USD)	Total Unit Price (USD)	Total Price (USD)	Estimated Delivery
P1.1	5.11 Inc MEN'S PANTS, S ORTS, OUTER EAR, PLATE CARRIER'S AND VEST, FOOT EAR		1	EA - Each	-	-	-	-	-
Percentage off catalog price. Bidders please provide website or a listing showing catalog pricing.									
See attachment for specification on Embroidery.									
Percentage Off: -									
P1.2	5.11 Inc OMEN'S PANTS, S ORTS, S IRTS, OUTER EAR, PLATE CARRIER AND VESTS, FOOT EAR		1	EA - Each	-	-	-	-	-
Percentage off catalog price. Bidders please provide website or a listing showing catalog pricing.									
See attachment for specification on Embroidery.									
Percentage Off: -									
P1.3	5.11 Inc TACTICAL BAGS & PACKS, TACTICAL ACCESSORIES		1	EA - Each	-	-	-	-	-
Percentage off catalog price. Bidders please provide website or a listing showing catalog pricing.									
See attachment for specification on Embroidery.									
Percentage Off: -									
P1.4	Screen Printing		1	EA - Each	-	8.00	8.00	8.00	-
-									
Comment									
Percentage Off: -									
P1.5	Embroidery		1	EA - Each	-	0.95	0.95	0.95	-
-									
Comment0.95 per 1000 stitches									
Percentage Off: -									
P1.6	Patch Application		1	EA - Each	-	0.00	0.00	0.00	-
-									
CommentNO charge for patch application									
Percentage Off: -									
Total Price (USD)							8.95		