

RFB0221005001 – Armored Rescue Vehicle

Specifications Terms and Conditions

Section 1 Bid Overview, Rules, and Response

1.1 Overview

The State of Iowa Department of Administrative Services is conducting a bid for new, unused Rapid Deployment Vehicles which will be used by the State of Iowa as well as other state agencies and political subdivisions (cities, counties). **Bids must be submitted electronically through Iowa VSS electronic bidding system.**

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Central Procurement Enterprise
1305 E Walnut Street
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Contractor's bid must include one (1) digital copy each of the completed Vehicle Specification Worksheet(s) and the RFB Criteria document. All documents may be submitted via VSS. The RFB Criteria document may be submitted electronically in either Word or PDF file format.

Bids will NOT be accepted by fax or email and will NOT be accepted late.

1.2 Franchised Dealers *(Who may submit a bid)*

Each dealer AND dealership location which offers a bid must be a franchised dealer/dealership for each manufacturer's vehicle being bid, and must be able to provide documentation upon request, as per Iowa Code 322.3 Paragraph 1. A bidder with multiple dealership locations and/or manufacturers may submit one bid for each location and/or manufacturer. Bidders must be located in Iowa or a bordering state.

1.3 Equipment and Accessories

Vehicles supplied must be new and the latest production model equipped with all standard equipment as advertised by the manufacturer, all equipment required on the specific enclosure, and all safety equipment required by Federal and State laws.

Dealers shall not delete any standard equipment for a vehicle being bid unless the following has occurred:

1. The State has requested a standard equipment item be deleted in the specifications.
2. The State has requested an option in the specifications which replaces the standard equipment.

If the State has specified equipment as "standard" in a specification when it is actually not standard equipment, the Bidder will bid the equipment specified.

All equipment and accessories bid, whether standard or optional, shall be installed by the factory prior to delivery unless otherwise specified in the bid specifications or unless a written request for alternative or exception is approved by the Department of Administrative Services. No alternatives or exceptions regarding factory installation will be approved if they do not meet the requirements listed below:

- A. Have full warranty coverage for the same period of time as the manufacturer's new vehicle factory authorized warranty for the vehicle in which the equipment and accessories are being installed. Full warranty coverage is defined as no charge for parts and labor for warrantable repairs that are required as a result of defects due to material and/or workmanship during the warranty period. Per Section 1.7, the manufacturer's regular new vehicle factory authorized warranty shall cover not less than three (3) years/36,000 miles bumper to bumper.
- B. The full warranty coverage as described in subsection A must be honored by all franchised dealers within the State for the vehicle model in which the equipment and accessories are being installed. For example, any equipment or accessories installed on a Dodge Charger shall be serviceable under the full warranty at any franchised Dodge or Chrysler dealer within the State. Documentation that verifies full warranty coverage and service availability by all franchised dealers within the State for the vehicle model in which the equipment and accessories are being installed must be provided with all BRAE forms submitted for approval.

1.4 Applicable Rules & Preferences

8A.311, subsection 20, Code 2018 is amended to read as follows:

- 20. *Life cycle cost and energy efficiency shall be included in the criteria used by the department, institutions under the control of the state board of regents, the state department of transportation, the department for the blind, and other state agencies in developing standards and specifications for purchasing energy-consuming products. **However, for the purchase of passenger vehicles, light, medium-duty, and heavy-duty trucks, passenger and cargo vans, and sport utility vehicles, a purchase contract shall be awarded to the lowest responsive and responsible bidder based solely on bid price.***

117.11(6) Vehicle procurement.

- a) Specifications for procurement of all non-law enforcement, light-duty vehicles, excluding those purchased and used for off-road maintenance work or to pull loaded trailers, shall be for flexible fuel vehicles when an equivalent flexible fuel model is available.
- b) Use of specifications for hybrid-electric or other alternative fuel vehicles is encouraged.

Mercury Free Preference: Iowa Code 455B 809

It is the State's intention to give priority and preference to vehicles that are free from mercury added products. Vendors shall be responsible for notification and identification to the bid Issuing Officer of any components of the proposed vehicles that contain mercury-added products.

455B.809 STATE PROCUREMENT. Notwithstanding other policies and guidelines for the procurement of vehicles, the state shall, within one year of July 1, 2006, revise its policies, rules, and procedures to give priority and preference to the purchase of vehicles free of mercury-added components taking into consideration competition, price, availability, and performance.

State of Iowa – Executive Order Number Five – Governor Reynolds

All State of Iowa executive branch agencies shall ensure that any procurement solicitations, including but not limited to request for proposals or request for bids, for vehicles containing diesel engines shall require the responses to certify that the engine manufacturer has provided explicit written support for the use of B20 biodiesel.

1.5 Pricing

All prices shall remain firm fixed for the initial contract period subject to the State receiving full benefit of all manufacturers price declines effective on the date of manufacturer's general public announcement. Price is to be exclusive of Federal Excise Tax. If required, a Federal Excise Tax Exemption Certificate will be provided to the dealer.

Contractor must notify the Contract Manager of all sales promotions involving price reductions. This notification shall include:

- Starting and ending dates of the promotion
- Products involved
- Promotional prices compared to previously-authorized prices Promotional prices shall be available under this contract.

1.6 Warranties

The manufacturer's regular new vehicle warranty shall apply to each vehicle procured against this specification. This warranty shall be honored by all franchised dealers of the vehicle within the State. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealers in lieu of the manufacturer's prescribed procedures, which may form a part of the warranty. All warranty certificates and/or cards shall be supplied with each vehicle delivered. The warranty shall be factory authorized and shall cover not less than three (3) years/36,000 miles bumper to bumper, with no charge parts and labor, starting from the date the vehicle is placed into service. If the manufacturer's standard retail warranty exceeds this term, the standard warranty shall apply.

The receiving agency will notify the dealer of the actual "In-service" date. All emission related components shall be warranted in compliance with State and federal requirements. Bids offering independent insurance or a statement indicating self-insurance will be deemed non responsive and will be rejected. If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered. Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake disc/drums, etc., are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered. The use of gasohol in gasoline powered vehicles shall not void warranty.

The body of the vehicle and any additional equipment or accessories installed onto the vehicle chassis shall be covered by the manufacturers standard warranty policy.

1.7 Bid Preparation of Proposals, Submission and Resulting Contract Term

Bids submitted will be for upcoming model year production vehicles. The term of the contract will be for an initial period of one year with an option to renew for two (2) annual periods.

1.8 Process:

1. Prospective dealer will download the bid documents off of the DAS website at: <https://das.iowa.gov/procurement/vendors/how-do-business/bidding-opportunities> and select the **View Hosted Bids** link underneath the heading “Bidding Opportunities.”
2. Search for the bid and then download all of the documents listed. Dealer should first read the document **Vehicle Specifications Terms and Conditions**. Next, the dealer should review and complete the **RFB Criteria document**. Some sections of the **RFB Criteria document** will require dealer to mark that they agree to the term and condition listed. Information is requested from the dealer that will require dealer to provide its contact information and other information related to the bid.
3. Dealer will then review the Vehicle Specification Worksheet(s) and complete the appropriate specifications:
4. Dealer will complete the **Vehicle Specifications** entering pricing for the base vehicle, listed options, and delivery cost.

Section 2 Evaluation & Award

2.1 Evaluation & Contract Award

Bid evaluation and contract awards will be done by the Department of Administrative Services Issuing Officer. The overall award criteria will be as follows:

1. The responsive and responsible bidder who bids the vehicle with the lowest price bid which meets the vehicle base specifications will be awarded. Also see Section 2.2 c. and d. below for when all bidders cannot meet all vehicle base specifications.

2.2 Bid Deficiencies and Clarifications

The use of clarifications and elimination of a base vehicle specification(s) when no bidder can provide it is discussed below:

a. General Use of Clarifications

The State reserves the right to request a clarification from a bidder regarding any information it deems necessary to make a fair and equitable determination of an award with the exception of incorrect manufacturer’s codes as explained in 2.2 b. below.

b. Single Base Vehicle Specification Cannot Be Provided by Any Bidder

If there is a single specification in the base vehicle specifications which cannot be provided by any bidder, that line item will be removed from the base vehicle specification for award purposes and the award will be based on the lowest bid price which meets all remaining specifications. Multiple awards may be awarded after the initial lowest bid price is awarded based on the multiple award criteria.

c. Multiple Base Vehicle Specifications Cannot Be Provided by Any Bidder

If all bids submitted cannot meet multiple base vehicle specifications, the specifications which no bidder can provide will be eliminated from the base vehicle specification and the award will go to the lowest bid price with the least remaining exceptions to the base

vehicle specifications. The State also reserves the right to not award the bid when the base vehicle specifications which cannot be provided affect the use of the vehicle.

Multiple awards may be awarded after the initial lowest bid price is awarded when the remaining bids have the same number of remaining exceptions as the awarded lowest price bid. The State also reserves the right to not multiple award when the base vehicle specifications which cannot be provided affect the use of the vehicle.

d. Mathematical Errors

Mathematical errors due to bidder error may be corrected by the Issuing Officer during evaluation when all numbers necessary to calculate the correct total are provided in the bid without further clarification. Mathematical errors in a vehicle specification worksheet will be corrected by the Issuing Officer during evaluation for all bids received using the vehicle specification worksheet containing the error.

Section 3. Order, Delivery, Inspection, Acceptance and Title

3.1 Purchase Orders

After the contract of the successful bidder(s) has (have) been properly executed, Purchase Orders will be issued to cover quantities, options, delivery dates, and destinations, etc., as per the contract. Due to cash flow and parking restrictions the following statement may be added to some of the purchase orders. **“Payment may be held until after the requested delivery date if vehicles are delivered 20 or more days prior to the requested delivery date. Payment will be made after the requested delivery date has past.”** DAS purchases may require specific quantities and timeframes which could involve spreading quantities over a time period in order to allow time for vehicle up fitting.

3.2 Catalogs

Contractor may be required to supply catalogs, specifications sheets, interior and exterior color charts, or other literature giving detailed information of the item(s). The items shall be identified in the catalog, specification sheet, or literature by model name or number. Modifications or deviations from printed literature or accessory items not covered by printed literature shall be described in a written statement by model name or number.

3.3 Colors, Exterior, and Trim

The colors for exterior paint and interior trim shall be specified on purchase order. Colors will be selected from standard factory combinations listed in literature and fleet manuals. If special paint is specified in specifications or options, price shall be noted or included where appropriate. Trim material shall be as specified.

3.4 Order Acknowledgment

Within 24 hours, the contractor must confirm purchase orders either via e-mail or facsimile, providing the user a receipt acknowledging the order. The acknowledgement must include total cost and delivery date information. **Vendor shall provide the State with a written manufacturer’s acknowledgment (Vehicle Order Request Detail) of all orders within ten (10) days after the receipt of the State’s Purchase Order.** These acknowledgments shall include all order and options codes for the vehicle ordered. The printouts are to be E-mailed, mailed or

faxed. They shall also provide the web site and assist in use of which will allow the orders to be tracked from the order date through delivery.

3.5 Unfilled Orders

Contractor shall notify the State's Contract Manager of unfilled orders, and shall provide an availability date for the unfilled orders upon request.

3.6 Minimum Order Quantity

Contractor shall accept order sizes of one (1) or more vehicles. All bid specifications are setup for single vehicle pricing.

3.7 Estimated quantities

Due to budget limitations, actual quantity of units purchased may vary. The quantity shown is the anticipated purchase. The state agency reserves the right to vary the quantities at the time of order **until 10 calendar days prior to manufactures published build out date, at Contract Price and Terms.**

3.8 Pre-Delivery Service

Prior to delivery, each vehicle shall be completely serviced - unless otherwise specified. The servicing program shall include not less than the factories standard Pre Delivery Inspection (PDI). Parts of this servicing program may be performed at the manufacturer's assembly plant if proper facilities are available there. Resident or non-resident contractors must perform pre-delivery and final servicing checkup, including final body clean-up, in the contractor's own shop or a facility approved by the State. Contractors shall furnish a complete servicing check list on above items with each vehicle at the time of delivery.

3.9 Delivery

Vehicles are to be delivered by the Contractor as designated on each purchase order.

If a delivery is expected to occur after the designated time frame on the purchase order, the dealer must make the purchasing entity aware of all delays immediately unless there is a delivery schedule in place with the dealer which allows for the extension of delivery time. If a delivery is extended past the designated time frame allowed due to dealer error*, the purchasing entity may cancel the purchase order and use any state entity's vehicle contract to purchase a vehicle of similar quality and specifications.

Dealer errors include, but are not limited to the following:

- 1) Dealer not placing the vehicle order with the manufacturer within 20 days of receiving the purchase order from the purchasing entity unless the delay can be documented as the fault of the purchasing entity.
- 2) Dealer failing to place the vehicle order.
- 3) Damage to ordered vehicle prior to delivery.

If the Dealer has another vehicle of similar quality and specifications available to substitute for the unordered, late ordered, or damaged vehicle, dealer may offer that vehicle to the purchasing entity in exchange at the same price on the original purchase order. The purchasing entity has the discretion to accept or decline the offer within 15 days from the date of receipt of

the dealer's written offer. Dealers will not receive additional monies for upgrades that are already installed on the substitute vehicle.

*Shortage of reliable transportation for delivery of vehicles from the manufacturer to the dealer or purchasing entity's location is not considered a dealer error.

3.10 Recurring Delivery

An order may be placed requesting scheduled or recurring deliveries for any items.

3.11 Dealer Decals

Dealer decals or plaques are not to be affixed to vehicle purchased by the State of Iowa. State will bill dealers for removal of dealer decals.

3.12 Required Delivery Documents

Invoices, completed MCO's (Manufacture's Certificate of Origin), and Application for Title, and warranty documents are to accompany each unit delivered.

Dealer plates must be used when making deliveries. A manufacturer's window sticker (Monroney label) listing all factory installed equipment and options must be affixed to each vehicle at the time of its delivery to the State.

3.13 Pre Delivery Service

Pre-delivery service for DAS and political subdivisions as outlined below:

Prior to delivery, each vehicle shall be completely serviced at a factory authorized service center in the State of Iowa. The servicing program shall include not less than the following:

- a. Permanent type antifreeze to -30 degree Fahrenheit.
- b. Body conditioning.
- c. Interior and exterior clean.
- d. All other manufacturer recommended inspections and tests normally performed on a new vehicle.

The manufactures standard Pre-Delivery Inspection (PDI) form shall accompany each vehicle upon delivery, certifying preparation inspection, and road testing by the contractor prior to actual delivery. This pre-delivery checklist shall be signed by a representative of the organization performing the service inspection.

3.14 Delivery Location:

DAS: Department of Administrative Services

DAS Fleet Services

109 E. 13th Street

Des Moines, Iowa 50319

Freight on Board Delivery

All prices provided shall be Freight on Board (F.O.B.) destination, freight prepaid by the contractor, to the locations as specified. Responsibility and liability for loss or damage for all orders shall remain with the contractor until final inspection and acceptance, when all responsibility shall pass to the ordering organization, except the responsibility for latent defects,

fraud, and the contractor's warranty obligations. Deliveries to agencies and political subdivisions located outside of the delivery locations will be F.O.B. the dealer's location. Agencies located outside the delivery location will either pick up the vehicles or have them shipped from the delivery area.

Bidders are required to submit a price per mile (one way) for delivery to locations outside the five (5) specified. Pricing per mile for delivery will be entered. MapQuest will be the reference to determine mileage between the dealer's location and the agency location. Exact mileage to the delivery location shall be mutually agreed upon between the contractor and the purchasing agencies or political subdivisions and the delivery charges are to be listed as a separate line item on the invoice.

3.15 Vehicle Titling - Please title the vehicles as listed below:

Department of Administrative Services should be (State of Iowa) only

3.16 Receiving and Inspection

Units must be delivered in accordance with the governing specification. All units will be inspected by the State agency after delivery. If the units are rejected because of deficiencies, it shall be the vendor's responsibility to:

1. Pick up the vehicle(s), make the necessary correction(s) and redeliver the vehicles(s) for re-inspection. The vendor must arrange to have the necessary work done or an approved schedule set within 96 hours (exclusive of Saturdays, Sundays and holidays) after receipt of written notification.
2. Otherwise; The State may make the necessary corrections at the vendor's expense.
3. Should serious deficiencies be found, the State of Iowa may require vendor to pick up rejected vehicle(s) and replace it with a non-deficient unit.
4. Acceptance will occur when the vehicle is received by the designated agency in full compliance with the specifications of the order and all documentation including Invoices, Completed MCO's and Application for Title, warranty documentation, and Data Sheets (when applicable) is received by the agency.
5. If poor workmanship and/or minor deviations exist, the State may withhold up to 20% of the contract price until the vendor has made all necessary corrections. Payment will not be processed on units delivered to the State that still require servicing by the vendor. The State may withhold the full amount of the contract price if, in its opinion, the unit contains major deviations from specification.

Section 4 Payment and Vendor Performance

4.1 Payment Terms

The ordinary processing time for payment is 30-45 days from the later of delivery or invoice; however, in accordance with Iowa Code Section 421.40, the State shall not pay claims for interest on any purchase until the balance remains unpaid sixty (60) days following receipt of the claim or the satisfactory delivery, furnishing, or performance of the services, supplies, materials, or contract, whichever date is later. Interest shall then be paid at the rate not to exceed one (1) percent per month on the unpaid amount. The bidder may indicate payment terms on the bid cover sheet in appropriate space; however, interest must not exceed that permitted by Iowa Code section 421.40

4.2 Payment Requirements

The State and users may require separate invoicing, as specified by each ordering organization. The invoices must use the contractor's letterhead that includes at a minimum the name, address and telephone number of the bidder. The following information shall appear on each invoice:

- State's Contract Number
- Purchase Order or Delivery Order Number
- Contractor's FEIN (Federal Employee Identification Number) number
- State/Political Subdivision Billing Code
- Administrative Fee – If applicable
- Ordering Organization -delivery address of the order
- Quantity Issued
- Unit Price
- Options Price
- Extended Price
- Totals for all orders, a total for all credits, and amount due
- Specification Codes

The State may require any other information from the contractor that the State deems necessary to verify any purchase order placed under the contract. The State may require contractors to invoice electronically pursuant to department guidelines. Future guidelines may require that contractor supply electronic invoices in lieu of paper-based invoices. Payment shall be made in accordance with the Iowa Government Code, which governs time limits for payment of invoices. Time limits do not begin until the contractor submits a properly completed invoice. Invoices that must be returned to a contractor due to preparation errors will result in a delay in payment. The customer is responsible for all payments under the Contract. A customer's failure to pay, or delay in payment, shall not constitute a breach of the contract and shall not relieve the contractor of its obligations to the State or to other customers.

4.3 Invoicing Dispute Resolution

Contractor will respond to invoicing disputes within 24 hours of notice and provide a plan for resolution within 24 hours of notice to the State Contract Manager and/or the user of this contract. The contractor will also provide status updates on resolution as requested.

4.4 Problem Resolution

Contractor shall notify the State's Contract Manager, in writing, of any unresolved dispute or

problem that has been outstanding for more than five (5) working days. Likewise, the State's Contract Manager shall notify the contractor in like manner.

4.5 Primary Customer Service Representative

Primary Customer Service Representative Contractor shall designate a primary customer service representative (CSR) for this contract. The Customer Service Representative shall be available for assisting sales, answering questions, and assisting in problem resolution. The State reserves the right to request a substitute CSR if the person assigned is unsatisfactory, as determined by the State.

4.6 Purchases by Political Subdivisions

The successful bidder(s) for this proposal shall provide units according to the Terms and Conditions of respective contracts to political subdivisions of the State of Iowa with respective delivery schedules and additional transportation costs as applicable.

All options provided by the manufacturer for a specific model vehicle must be made available to the State of Iowa and political subdivisions upon the issuance of a Contract. All costs for unspecified options added to or deduced from a vehicle at the time of order shall be negotiated with the purchasing entity. Dealers must provide cost documentation upon demand to verify proper invoicing.

Each Commission or Political Subdivision ordering units on this proposal will issue their respective purchase orders. Invoicing will be as requested by the ordering political subdivision.

4.7 Purchases by Surrounding States

It is at the discretion of the manufacturer to allow its authorized dealers to sell across state lines. The State will allow the successful Bidder(s) for this RFB to sell units to other governmental entities located in states bordering Iowa at the contracted prices for the base vehicle chassis and additional equipment and accessories. All unspecified options added to a vehicle at the time of order shall be added to the resulting purchasing entity contract per their purchasing procedures. Additional delivery costs will be established by the Dealer and negotiated with the purchasing entity. Each governmental entity from a surrounding state ordering units through the resulting Contract from this bid will issue their respective purchase orders. Invoicing will be as requested by the ordering governmental entity.