

# **RFB0321005021 - 5.11 Tactical Clothing and Apparel with Embellishments**

## **SECTION 1 - INTRODUCTION**

### **1.1 Bidder Instructions**

Bidder is to download this document and save to computer. Once saved, type in responses to the required sections and save again. Finally upload the document to VSS with your bid. As an option, the Bidder may print, write in responses, scan, and attach response. If this document is not attached to the bid response in VSS, the Bidder's bid may be disqualified.

### **1.2 Purpose**

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 VSS solicitation, and the Lead Agency may extend the contract(s) for up to the number of annual extensions identified in the VSS solicitation at the sole discretion of the Lead Agency. Any contract(s) resulting from the RFB shall not be an exclusive contract.

### **1.3 Request for Bid (RFB) Definitions**

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

**“Agency”** means the agency identified in the VSS solicitation that is issuing the RFB and any other agency that purchases from the Contract.

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

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

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

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

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

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

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

**“Responsible Bidder”** means a Bidder that has the capability in all respects to perform the requirements of the Contract. In determining whether a Bidder is a Responsible Bidder, the

Agency may consider various factors including, but not limited to, the Bidder's competence and qualifications to provide the goods or services requested, the Bidder's integrity and reliability, the past performance of the Bidder relative to the quality of the goods or services offered by the Bidder and the best interest of the Agency and the State.

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

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

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

- 1.4 **Contract Term** The term of the contract will begin 04/01/2021 and end on 03/31/2024. The Agency shall have the sole option to renew the contract upon the same or more favorable terms and conditions for up to three (3) annual extensions. The resulting contract will be available to all State Agencies.

**1.5 Background Information**

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 submission of a comprehensive Bid.

The Iowa Department of Human Services is seeking eligible Bidders to provide 5.11 Tactical Apparel with Embellishment items at a discounted catalog percentages. There may be more than one resulting Contract awarded.

All apparel ordered will be on an as-needed basis. There is no guarantee of the actual total usage quantities and no mandatory minimum total quantities shall be accepted under a resulting contract.

Previous Contract Spend - 2020

STYLE	DESCRIPTION	SHIPPED QTY	COST/EACH	TOTAL
BG237	PATROL READY BAG BLACK	3	48.94	146.82
FT1191	ATAC 2.0 8 BOOT	17	85.79	1458.43
FT1775	5.11 ATAC 2.0 8IN STORM SZ	76	116.95	8888.2
FT1776	5.11 WOMEN'S ATAC 2.0 8IN SZ	2	85.79	171.58
FT1777	5.11 WOMEN'S ATAC 2.0 8IN STORM SZ	6	116.99	701.94
FT2462	ATAC 2.0 8IN SHIELD BOOT	8	124.95	999.6
FW139	ATAC 8IN SHIELD BOOT - CSA CERTIFIED	2	131.2	262.4
FW140	ATAC 6IN SHIELD BOOT SIDE ZIP	1	113.35	113.35

JA185	5.11 VALIANT DUTY JACKET	11	259.99	2859.89
JA331	3 IN 1 DUTY JACKET	2	176.95	353.9
JA487	511 TACTICAL 4 IN 1 PATROL JACKET	2	206.95	413.9
NP517	5.11 TACTICAL 1 1/2IN TRAINER BELT	3	32.95	98.85
RW169	LONG REVERSIBLE HI-VIS RAINCOAT	5	120.95	604.75
SR570	S/S TACLITE PRO POLY/COTTON RIPSTOP SHIRT	606	49.99	30293.94
SR932	WOMENS TACLITE LONG SLEEVE SHIRT	39	49.99	1949.61
SW724	5.11 MENS PERFORMANCE S/S POLO	80	32.95	2636
SW726	5.11 PERFORMANCE L/S POLO	16	32.95	527.2
TR135	5.11 Tactical Pants	1	43.18	43.18
TR336	511 TACTICAL TDU POLY/COTTON RIPSTOP PANTS	5	40.95	204.75
TR506	5.11 TAC LITE PANTS	746	41.95	31294.7
TR641	WOMENS TACTICAL MODERN FIT PANT	5	43.18	215.9
TR642	WOMENS TACLITE PRO PANT	78	41.95	3272.1
TR666	MENS TWILL PDU CARGO PANT	2	54.99	109.98
TR667	WOMENS TWILL PDU CARGO PANT	1	54.99	54.99
				87675.96

## SECTION 2 – ADMINISTRATIVE INFORMATION

### 2.1 Issuing Officer

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

### 2.2 Restriction on Communication

From the issue date of this RFB until announcement of the successful Bidder, Bidders may contact only the Issuing Officer. The Issuing Officer will respond only to electronic questions regarding the procurement process. Questions related to the interpretation of this RFB must be submitted as provided in the VSS solicitation. Oral questions related to the interpretation of this RFB will not be accepted. Bidders may be disqualified if they contact any State employee other than the Issuing Officer about the RFB except that Bidders may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

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

### 2.3 Amendment to the RFB

The Agency reserves the right to amend the RFB at any time using an addendum. The Bidder shall acknowledge receipt of all addenda in its Bid.

It is the Bidder's sole responsibility to check daily for addenda to posted documents.

### 2.4 Bid Amendment and/or Withdrawal

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

### 2.5 Submission of Bids

The Agency must receive the electronic Bid on: Iowa VSS before the "Bids Due" date and time. **This is a mandatory requirement and will not be waived by the Agency. Any Bid received after this deadline will not be accepted.** It is the Bidder's responsibility to ensure the bid is received prior to the deadline. Email and faxed Bids will not be accepted.

Bidders must furnish all information necessary to enable the Agency to evaluate the Bid. Bids that fail to meet the mandatory requirements of the RFB may be rejected. Oral information provided by the Bidder shall not be considered part of the Bidder's Bid unless it is in writing.

### 2.6 Bid Opening

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

### 2.7 Costs of Preparing the Bid

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

## **2.8 Rejection of Bids**

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

## **2.9 Disqualification**

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

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

## **2.10 Nonmaterial Variances**

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

specifications or other contract requirements if the Bidder is awarded the contract. The determination of materiality is in the sole discretion of the Agency.

**2.11 Reference Checks**

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

**2.12 Information from Other Sources**

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

**2.13 Verification of Bid Contents**

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

**2.14 Bid Clarification Process**

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

**2.15 Disposition of Bids**

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

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

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

**2.17 Form 22 Request for Confidentiality**

**FORM 22 MUST BE COMPLETED AND INCLUDED WITH CONTRACTOR'S BID. COMPLETION AND SUBMITTAL OF 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 CONSIDERED NON-RESPONSIVE AND NOT EVALUATED.**

**2.18 Copyrights**

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

**2.19 Release of Claims**

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

**2.20 Bidder Presentations**

At the sole discretion of the State, Bidders may be required to make a presentation of the Bid. The presentation may occur at the Agency's offices or at the offices of the Bidder. The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Bidder to illustrate the Bidder's Bid. The presentation shall not materially change the information contained in the Bid.

**2.21 Evaluation of Bids Submitted**

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

**2.22 Preference**

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.

**2.23 Determination of Responsible Bidder & Responsive Bid**

All Bids will be first evaluated to determine if they comply with the bid requirements (i.e. to determine if the Bidder is a Responsible Bidder submitting a Responsive Bid). To be deemed a Responsible Bidder and a Responsive Bid, the Bid must comply with the bid format instructions and answer "Yes" to all parts and include information demonstrating the Bidder will be able to comply with the bid requirements.

**2.24 Evaluation Criteria**

The Agency will evaluate the Responsive Bids submitted by Responsible Bidders to determine the lowest responsible bidder(s) and will award the Contract(s) to the Bidder(s) submitting the lowest responsible bid(s) based on price.

**2.25 Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Bidders submitting a timely Bid and will be posted on Iowa VSS. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award. If the apparent successful Bidder fails to negotiate and deliver an executed contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Bidder the Agency believes will provide the best value to the State.

**2.26 Definition of Contract**

The full execution of a written contract shall constitute the making of a contract for the goods and/or services requested by the RFB and no Bidder shall acquire any legal or equitable rights relative to the contract for goods and/or services until the contract has been fully executed by the successful Bidder and the Agency.

**2.27 Choice of Law and Forum**

This RFB and the Contract are to be governed by the laws of the state of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFB shall be brought in the appropriate Iowa forum.

**2.28 Restrictions on Gifts and Activities**

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Bidders are responsible to determine the applicability of Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code Section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

**2.29 Appeals**

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

**2.30 Unit Price**

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

**2.31 Price Adjustments to Term Contract(s)**

Bid prices shall remain firm the first year of the contract. Price adjustments may be taken into consideration during the contract renewal process. The State reserves the right to accept or reject any proposed price(s) changes. Requested price changes should be submitted to the Iowa



Department of Administrative Services – Central Procurement, sixty (60) days prior to the contract anniversary date.

**2.32 Registration**

The successful Bidder will be required to register to do business in Iowa before payment can be made. For Bidder registration documents, go to:

[https://vss.iowa.gov/webapp/VSS\\_ON/AltSelfService](https://vss.iowa.gov/webapp/VSS_ON/AltSelfService)

**2.33 Questions and Requests for Clarification**

Bidders are invited to submit written questions and requests for clarifications regarding the RFB. The questions and requests for clarifications must be received by the Issuing Officer by date **February 18, 2021 2:00 PM CT**. Oral questions will not be permitted. If the questions and requests for clarifications pertain to a specific section of the RFB, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications will be issued in the form of an addendum and sent to Bidders who received RFBs.

## **SECTION 3 – SPECIFICATIONS**

All items listed in this Section are Bid Specifications. A successful Bidder must be able to satisfy all these specifications to be deemed a Responsible Bidder.

### **3.1 Bidder Requirements**

- 3.1.1** Bidder shall have the necessary production facility or inventory to be able to provide 5.11 Apparel and Accessories with Embellishment to Agency in a timely manner and in full accordance with the material specifications.
- 3.1.2** In the event that the manufacturer makes noticeable changes to an item, or an item currently on Contract is discontinued by the manufacturer, the Bidder shall notify the issuing officers of this RFB or DAS Central Procurement immediately within thirty (30) days. Failure to do so immediately may result in cancellation or termination of the Contract.

### **3.2 5.11 Apparel and Accessory Requirements**

- 3.2.1** The successful Bidder shall have no minimum order quantity requirement.
- 3.2.2** All apparel shall be new, first quality, unused, with a production date of no more than 12 months prior to shipment and without flaws or defects that adversely affect appearance, durability, fit and function and must have been formally announced by the manufacturer as being commercially available.

### **3.3 Embellishment Requirements:**

- 3.3.1** Artwork may be provided to the Contractor by ordering entities or authorized State employees in the following formats: EPS, CDR, AI, PDF, TIF, JPG, BMP OR RAW. Camera-ready artwork may also be provided. All artwork and materials provided to the Contractor shall become the property of the ordering entity and shall be returned to the ordering entity at the end, cancellation or termination of the Contract. Final payments may not be made until all materials have been returned to the ordering entities.
- 3.3.2** The Bidder may be required to sew a patch (embroidered emblem) on to a garment. Patches will be furnished to the Bidder by the ordering entity. Patches, when furnished to the Bidder shall be stored in a clean, dry and secure area. Providing patches to unauthorized persons may result in cancellation or termination of the Contract.
- 3.3.3** Embroidery, patch application and screen-printing must be according to an approved proof from the ordering entity or employee and without error.
- 3.3.4** Errors made in patch application, embroidery or screen-printing made by the Contractor after the proof has been approved, in writing will be the responsibility of the Contractor to replace the inferior garment with a new garment with the requested embellishments at no cost to the ordering entity. The replacement apparel or accessory shall be delivered within 10 business days of the reported error.

**3.3.5** Errors in patch application, embroidery or screen-printing determined to be the fault of the ordering entity will be replaced with new garments and requested embellishments with all replacement costs charged to the ordering entity/employee.

**3.3.6** Continued receipt of defective merchandise may result in the State purchasing the replacement items on the open market and charging the difference in the open market price and the Contract price back to the Bidder. Continued delivery of defective items may also result in cancellation or termination of the Contract.

**3.4 5.11 Apparel and Accessory Pricing**

Bidder shall provide a percentage discount off MSRP list of the 5.11 Apparel and Accessory categories.

**3.5 Embellishment Pricing**

Bidder shall provide pricing for these embellishments:

- Embroidery Services
- Screen Printing Services
- Patch Application Services

**3.6 Embellishment Sample Requirements**

Samples of the DNR logos and badges may be applied to garments or material swatches. Samples will be evaluated visually to verify specifications were met. The DNR logo and badge specifications are located on the Attachment A- Iowa DSP Embroidery Specifications” of this RFB. The DNR logo and badge specifications are located on the Attachment B - titled "Iowa DNR Embroidery Specifications” of this RFB.

**3.7 Order Processing**

**3.7.1** Bidder Customer Service shall respond to all inquiries from the Agency within twenty four (24) hours of receipt of inquiry.

**3.7.2** All Bidders shall provide a toll-free customer service phone number and email address for use by the Agency to place orders.

**3.7.3** Bidder shall fax or email an order confirmation to the Agency when an order has been placed within twenty four (24) hours after receipt of the order. This service shall be available from all Bidders who accept purchase orders via phone, fax or email at no additional charge to the Agency. Internet based orders will receive confirmation via email.

**3.7.4** Orders shall be accepted via email, online or fax. Bidders may enter the link to an internet site for on-line ordering with the State Pcard. All Internet-based ordering mechanisms provided shall be free of charge and shall comply with the state’s Pcard protocol explained in Section 4.4 of this RFB.

**3.7.5** Bidder shall provide requesting Agencies quotes for catalog products per discount percentage. Bidder quotes shall include the list price and the discounted price on the quote. Bidder shall provide quote to requesting Agencies within twenty four (24) business hours of receipt.

**3.7.6** Bidder shall provide a quote and proof by email for all orders placed. Contractor will not move forward with the order until they have received approval from ordering personnel.

### **3.8 Delivery, Acceptance and Returns**

**3.8.1** Bidder shall provide all shipping FOB Destination, Freight Prepaid.

**3.8.2** Delivery of embellished clothing and accessories shall be made within twenty (20) business days after receipt of the approved proof and confirmed order from the ordering entity/employee. Failure to deliver within twenty (20) business days after receipt of the final proof and order may result in the State purchasing the embellished clothing and accessories on the open market and charging the difference in the open market price and the Contract price back to the Contractor. Continued failure for not delivering on time may also result in cancellation or termination of the Contract.

**3.8.3** All items found to be defective or not in accordance with specifications related to this RFB, although accepted through oversight or otherwise, within thirty (30) days of receipt shall be returned and replaced free of charge at the Bidders expense including all transportation and restocking costs.

**3.8.4** Bidder shall have the ability to resolve any questions or problems and correct any and all order errors within Thirty (30) days of receipt of order to Agency. The State of Iowa shall not be assesses restocking charges or any other form or return charges.

**3.8.5** Bidder shall label shipped package with the ship-to address, contact person. The package must include a packing slip with the purchase order number, ship to information, product description, item number and quantity. The packing slip may also include the invoiced price.

**3.8.6** All garments shall be trimmed of loose threads, and wrinkle free.

**3.9** Bidder shall notify the Agency within twenty four (24) hours by email or fax when an item or order is on backorder or out of stock once the Bidder is aware of the backorder. This fax or email service shall be available from all Bidders who accept orders.

**3.10** The State of Iowa will not buyout any Bidder's stock or inventory at the end of the resulting contract.

## 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.

### 4.1 Bidder Information

Business Name: \_\_\_\_\_

Official Address: \_\_\_\_\_

\_\_\_\_\_

Remit Address: \_\_\_\_\_

\_\_\_\_\_

Firm's State or Foreign Country of Residence: \_\_\_\_\_

Sales contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Ordering contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Billing contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Website: \_\_\_\_\_

### 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.

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#### 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.
- During the last five (5) years, list and summarize all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Bidder or its officers have been a party.
- The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid or termination of any subsequent Contract.
- This is a continuing disclosure requirement. Any such matter commencing after submission of a Bid, and with respect to the successful Bidder after the execution of a Contract, must be disclosed in a timely manner in a written statement to the Agency.

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#### **4.8 Bidder Reference**

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

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**4.9 Preference**

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

**Bidder's state has a preference law:** Yes ☐ No ☐ **Bidder's state** \_\_\_\_\_

**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: \_\_\_\_\_

**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	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, umbrella form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$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 ☐

**4.18 Defective Items**

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

**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? \_\_\_\_\_

What discount will you give for payment in 30 days? \_\_\_\_\_

**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

The State reserves the right to add additional items to the Contract during the life of the Contract, if it is to the best advantage to the State to do so. Items 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 Country of Origin

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

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

#### 4.30 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 ☐

#### 4.31 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) \_\_\_\_\_

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 RFB0321005021 for 5.11 Apparel and Embellishment 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,

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**Signature**

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**Name and Title of Authorized Representative**

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**Date**



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

**Alterations to this document are prohibited.**

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

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,

\_\_\_\_\_  
**Signature**

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

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

\_\_\_\_\_  
Company

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

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

\_\_\_\_\_  
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