

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	Equipment Maintenance Cost Reduction Program (EMCRP)		RFP Number:	0216335086
Agency:	Iowa Department of Administrative Services (DAS)			
State seeks to purchase:	The State intends to establish a state-wide term contract for maintenance on a diverse selection of equipment, including but not limited to, office, IT, mail room, communication, security, lab, medical, and healthcare.		Available to Political Subdivisions?	Yes
Number of <u>mos.</u> or <u>yrs.</u> of the initial term of the contract:	1 year		Number of possible annual extensions:	5
Initial Contract term beginning:	Date: July 1, 2016	Ending:	Date: June 30, 2017	
State Issuing Officer:				
Name: Randall Stapp CPPO, CPPB				
Phone e-Mail: 515-242-5005 randall.stapp@iowa.gov				
Mailing Address: Hoover State Office Building, 3 rd Floor 1305 East Walnut Street Des Moines, IA 50319-0105				
PROCUREMENT TIMETABLE—Event or Action:			Date/Time (Central Time):	
State Posts Notice of RFP on TSB website			March 22, 2016 Tuesday	
State Issues RFP			March 25, 2016 Friday	
RFP written questions, requests for clarification, and suggested changes from Contractors due:			April 7, 2016 Thursday	
Agency's written response to RFP questions, requests for clarifications and suggested changes due:			April 14, 2016 Thursday	
Proposals Due Date: Proposals Due Time:			April 29, 2016 Friday 2:00 P.M.	
Anticipated Date to issue Notice of Intent to Award:			May 16, 2016 Monday	
Anticipated Date to execute contract:			May 26, 2016 Thursday	
Relevant Websites:				
Internet website where Addenda to this RFP will be posted:			http://bidopportunities.iowa.gov/?pgname=viewall	

Internet website where contract <i>general terms and conditions</i> are posted:	https://das.iowa.gov/sites/default/files/procurement/pdf/02022016%20terms_services_2016.pdf	
Number of Copies of Proposals Required to be Submitted:	2 CD and 3 hard copies each part (technical / cost)	
Firm Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Offeror guarantees all proposal terms, including price, will remain firm:		60 days

Table of Contents

1. INTRODUCTION

- 1.1. Purpose**
- 1.2. Definitions**
- 1.3. Overview of the RFP Process**
- 1.4. Background Information**

2. ADMINISTRATIVE INFORMATION

- 2.1. Issuing Officer**
- 2.2. Restriction on Communication**
- 2.3. Downloading the RFP from the Internet**
- 2.4. Procurement Timetable**
- 2.5. Questions, Requests for Clarification and Suggested Changes**
- 2.6. Amendment to RFP**
- 2.7. Amendment and Withdrawal of Proposal**
- 2.8. Submissions of Proposals**
- 2.9. Proposal Opening**
- 2.10. Costs of Preparing the Proposal**
- 2.11. No Commitment to Contract**
- 2.12. Rejection of Proposals**
- 2.13. Nonmaterial Variances**
- 2.14. Reference Checks**
- 2.15. Information from Other Sources**
- 2.16. Verification of Proposal Contents**
- 2.17. Proposal Clarification Process**
- 2.18. Disposition of Proposals**
- 2.19. Public Records and Requests for Confidential Treatment**
- 2.20. Copyright Permission**
- 2.21. Release of Claims**
- 2.22. Evaluation of Proposals Submitted**
- 2.23. Award Notice and Acceptance Period**
- 2.24. No Contract Rights until Execution**
- 2.25. Choice of Law and Forum**
- 2.26. Restrictions on Gifts and Activities**
- 2.27. No Minimum Guaranteed**
- 2.28. Appeals**

3. FORM AND CONTENT OF PROPOSALS

- 3.1. Instructions**
- 3.2. Technical Proposal**
- 3.3. Cost Proposal**

4. SPECIFICATIONS AND TECHNICAL REQUIREMENTS

- 4.1. Overview**
- 4.2. Mandatory (Pass/Fail) Technical Requirements**
- 4.3. Mandatory Scored Technical Requirements**

5. EVALUATION AND SELECTION

- 5.1. Introduction
- 5.2. Evaluation Committee
- 5.3. Overview of Evaluation
- 5.4. Evaluation Criteria

6. CONTRACTUAL TERMS AND CONDITIONS

- 6.1. Contract Terms and Conditions
- 6.2. Contract Length

Attachment 1 – Certification Letter

Attachment 2 – Authorization to Release Information Letter

Attachment 3 – Check List of Submittals

Attachment 4 – Discount (cost) Proposal Form

Attachment 5 – Equipment Manufacturers

Attachment 6 – Form 22 Request for Confidentiality

SECTION 1 INTRODUCTION

1.1. Purpose

The Request for Proposal (RFP) is to solicit proposals from Responsible Contractors to provide the services identified on the RFP cover sheet and further described in Section 4 of this RFP. This is intended to be a multi-state/government entity cooperative procurement with the goal of establishing a Master Agreement(s) beginning and ending on the dates listed on the RFP cover sheet. Other States may utilize the contract, through a participating addendum.

1.2. Definitions

For the purposes of this RFP and the resulting contract, the following terms shall mean:

- 1.2.1. **“Agency”** means the agency identified on the RFP cover sheet that is issuing the RFP (DAS), and any other agency that purchases from the Contract.
- 1.2.2. **“Contract”** a legally binding promise, enforceable by law; also, the contract entered into with the successful Offeror as described in Section 6.1. Master Agreement means the same as contract.
- 1.2.3 **“Contractor”** any individual or business having a contract with the governmental body to furnish services or goods for a certain price or discount.
- 1.2.4 **“General Terms and Conditions”** commonly known as boilerplate which is used to identify standard terms and conditions incorporated in solicitations and contracts which are often preprinted or incorporated by reference (as referenced on the RFP Cover Page 2).
- 1.2.5 **“Mandatory Requirements”** are requirements that the State cannot waive even if the State would like to.
- 1.2.6 **“Offeror”** one who submits a Proposal in response to an RFP.
- 1.2.7 **“Participating Addendum”** means a bilateral agreement executed by a supplier and a Participating State (or a political subdivision with the consent of its state’s chief procurement officer) that clarifies the operation of the master price agreement for the State concerned, e.g. ordering procedures specific to a State, and may add other state-specific language or other requirements.
- 1.2.8 **“Political Subdivisions”** Cities, counties, and educational institutions that are at least partially supported with taxpayer funding.
- 1.2.9 **“Proposal”** the document submitted by the Offeror in response to the RFP to be used as the basis for negotiations for entering into a contract.

- 1.2.10** “**Requirement**” is something that the Agency strongly feels is needed yet may be waived or modified if the Agency determines it would be in the State’s best interests to waive or modify.
- 1.2.11** “**Responsible Contractor**” means an Offeror that has the capability in all material respects to perform the specifications of the Contract. In determining whether an Offeror is a Responsible Contractor, the Agency may consider various factors including, but not limited to, the Offeror’s competence and qualifications to provide the goods or services requested, the Offeror’s integrity and reliability, the past performance of the Offeror and the best interest of the Agency and the State.
- 1.2.12** “**Responsive Proposal**” means a Proposal that complies with the material provisions of the RFP.
- 1.2.13** “**RFP**” means Request for Proposal and any attachments, exhibits, schedules or addenda hereto.
- 1.2.14** “**State**” means the State of Iowa, the Agency identified on the RFP Cover Sheet (DAS), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

1.3 Overview of the RFP Process

Contractors will be required to submit their Proposals in hardcopy and on CD-ROM. It is the Agency’s intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract in accordance with Section 5, Evaluation and Selection.

1.4 Background Information

The State of Iowa has had an Equipment Maintenance Program for several years. The contract needs to be re-bid since there are no renewal options remaining. The RFP is designed to provide Offerors with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency’s benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Offeror is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Annual premiums under the current contract is \$2,608,245.

Additional entities/political subdivisions may request participation in this master agreement at a later date by submitting a participating addendum.

SECTION 2 ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

2.2 Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Contractors may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Contractors may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

2.3 Downloading the RFP from the Internet

The RFP and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/>. The Offeror is advised to check the website periodically for addenda to this RFP, particularly if the Offeror downloaded the RFP from the Internet as the Offeror may not automatically receive addenda. It is the Offeror's sole responsibility to check daily for addenda to posted documents.

2.4 Procurement Timetable

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Offeror submissions, the Agency will issue an addendum to the RFP.

2.5 Questions, Requests for Clarification, and Suggested Changes

Contractors are invited to submit written questions and requests for clarifications regarding the RFP. Contractors may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Offeror shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions will be received from Contractors on or before the date listed

on the RFP cover sheet. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

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 RFP through an addendum.

2.6 Amendment to the RFP

The Agency reserves the right to amend the RFP at any time using an addendum. The Offeror shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Contractors to amend their Proposals in response to the addendum.

2.7 Amendment and Withdrawal of Proposal

The Offeror may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Offeror and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Contractors must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

2.8 Submission of Proposals

The Agency must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Proposals Due" date listed on the RFP cover sheet. **This is a mandatory requirement and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Contractor.**

Contractors mailing Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Offeror's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

Contractors must furnish all information necessary to enable the Agency to evaluate the Proposal. Proposals that fail to meet the mandatory requirements of the RFP will be rejected. Oral information provided by the Offeror shall not be considered part of the Offeror's Proposal unless it is reduced to writing.

2.9 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Evaluation Committee has reviewed all of the Proposals submitted in response to this RFP and the Agency has issued a Notice of Intent to

Award a Contract. See Iowa Code Section 72.3. However, the names of Contractors who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Contractors who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.10 Costs of Preparing the Proposal

The costs of preparation and delivery of the Proposal are solely the responsibility of the Contractor.

2.11 No commitment to Contract

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract.

2.12 Rejection of Proposals

The Agency may reject outright and not evaluate a Proposal for reasons including without limitation:

2.12.1 The Offeror fails to deliver the cost proposal in a separate envelope.

2.12.2 The Offeror acknowledges that a mandatory requirement of the RFP cannot be met.

2.12.3 The Offeror's Proposal changes a material requirement of the RFP or the Proposal is not compliant with the mandatory requirements of the RFP.

2.12.4 The Offeror's Proposal limits the rights of the Agency.

2.12.5 The Offeror fails to include information necessary to substantiate that it will be able to meet a requirement of the RFP as provided in Section 3 of the RFP.

2.12.6 The Offeror fails to timely respond to the Agency's request for information, documents, or references.

2.12.7 The Offeror fails to include proposal security, if required.

2.12.8 The Offeror fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.

2.12.9 The Offeror presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.

2.12.10 The Offeror initiates unauthorized contact regarding the RFP with state employees.

2.12.11 The Offeror provides misleading or inaccurate responses.

2.12.12 The Offeror's Proposal is materially unbalanced.

2.12.13 There is insufficient evidence (including evidence submitted by the Offeror and evidence obtained by the Agency from other sources) to satisfy the Agency that the Offeror is a Responsive Contractor.

2.12.14 The Offeror alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

2.13 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to: minor failures to comply that do not affect overall responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Contractors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP mandatory requirements or excuse the Offeror from full compliance with RFP specifications if the Offeror is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.14 Reference Checks

The Agency reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Offeror's qualifications and the qualifications of any sub-contractor in the Proposal.

2.15 Information from Other Sources

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

2.16 Verification of Proposal Contents

The content of a Proposal submitted by an Offeror is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

2.17 Proposal Clarification Process

The Agency reserves the right to contact an Offeror after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Offeror has provided goods and/or services to the State or any other political subdivision wherever located, or requests for

corrective pages in the Offeror's Proposal. The Agency will not consider information received from or through Offeror if the information materially alters the content of the Proposal or the type of goods and/or services the Offeror is offering to the Agency. An individual authorized to legally bind the Offeror 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 Proposal.

2.18 Disposition of Proposals

All Proposals become the property of the State and shall not be returned to the Contractor. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be in the public domain and be available for inspection by interested parties, except for information for which Offeror properly requests confidential treatment according to exceptions provided *in Iowa Code Chapter 22* or other applicable law.

2.19 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 Proposal. 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 Offeror as non-confidential records unless Offeror requests specific parts of the Proposal 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.**

A Offeror requesting confidential treatment of specific information must: (1) fully complete Form 22, (2) identify the request in the transmittal letter with the Offeror's Proposal, (3) conspicuously mark the outside of its Proposal as containing confidential information, (4) mark each page upon which confidential information appears, and (5) 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 Contractor: (1) enumerates the specific grounds in Iowa Code chapter 22 or other applicable law that supports treatment of the material as confidential, (2) justifies why the material should be maintained in confidence, (3) explains why disclosure of the material 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 Offeror to respond to inquiries by the Agency concerning the confidential status of such material.

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 material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal 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. Contractors may not request confidential treatment with respect to pricing information and transmittal letters. A Offeror's request for confidentiality that does not comply with this section or a Offeror's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Offeror's Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.

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

2.20 Copyright Permission

By submitting a Proposal, the Offeror agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Offeror consents to such copying 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 Proposals.

2.21 Release of Claims

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

2.22 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Offeror offering the lowest cost. Instead, the Agency intends to award the Contract(s) to the Responsible Offeror(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State. This solicitation may result in a multiple award. **Special note: after the initial proposal scoring but prior to Awarding, the Agency reserves the right to conduct a best and final offer (BAFO) negotiation per Administrative Rule 117.9(5).**

2.23 Award Notice and Acceptance Period

Notice of Intent to Award the Contract will be sent to all Contractors submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Offeror 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 Offeror the Agency believes will provide the best value to the State.

2.24 No Contract Rights until Execution

No Offeror shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Offeror and the Agency.

2.25 Choice of Law and Forum

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

2.26 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. Contractors are responsible to determine the applicability of this 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.

2.27 No Minimum Guaranteed

The Agency does not guarantee any minimum level of purchases under the Contract.

2.28 Appeals

Appeals of the Notice of Intent to Award are governed by the Agency's Offeror appeal process. Contractors may obtain information about the appeal process from the Issuing Officer and Iowa Administrative Code chapters 11-7 and 11-105.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

- 3.1.1** The Proposal shall be typewritten on 8.5" x 11" paper and received in one large sealed envelope or small box. **Two (2) CD and two (2) hard copies** of the Proposal shall be submitted. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and copies of (including electronic copy) placed in separate sealed envelopes. Do not combine a technical and a cost proposal in the same envelope. The technical proposal needs to be evaluated before seeing the cost proposal. The large sealed envelope or small box shall be labeled with the following information:

RFP Number: 0216335086

RFP Title: Equipment Maintenance Cost Reduction Program (EMCRP)

Randall Stapp CPPO, CPPB

Hoover State Office Building, 3rd Floor

1305 East Walnut Street

Des Moines, IA 50319-0105

[Offeror's Name and Address]

The Agency shall not be responsible for misdirected packages or premature opening of Proposals if a Proposal is not properly labeled.

- 3.1.2** If the Offeror designates any information in its Proposal as confidential pursuant to Section 2, the Offeror must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".
- 3.1.3** Proposals shall not contain promotional or display materials.
- 3.1.4** Attachments shall be referenced in the Proposal.
- 3.1.5** If an Offeror proposes more than one solution to the RFP specifications, each shall be labeled and submitted separately and each will be evaluated separately.

3.2 Technical Proposal

The following documents and responses shall be included in the Technical Proposal in the order given below:

3.2.1 Transmittal Letter

An individual authorized to legally bind the Offeror shall sign the transmittal letter. The letter shall include the Offeror's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.

3.2.2 Table of Contents

The Offeror is to include a table of contents in their Proposal and submit the check list of submittals per Attachment # 3.

3.2.3 Executive Summary

The Offeror shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

- 3.2.3.1** Statements that demonstrate that the Offeror has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6.
- 3.2.3.2** An overview of the Offeror's plans for complying with the requirements of this RFP.
- 3.2.3.3** Any other summary information the Offeror deems to be pertinent.

3.2.4 Specifications and Technical Requirements

The Offeror shall answer whether or not it will comply with each requirement in Section 4 of the RFP. Where the context requires more than a yes or no answer or the specific requirement so indicates, Offeror shall explain how it will comply with the requirement. Merely repeating the Section 4 requirements may be considered non-responsive and result in the rejection of the Proposal. **Proposals must identify any deviations from the requirements of the RFP or requirements the Offeror cannot satisfy.** If the Offeror deviates from or cannot satisfy the requirement(s) of this section, the Agency may reject the Proposal.

3.2.5 Offeror Background Information

The Offeror shall provide the following general background information:

- 3.2.5.1** Does your state have a preference for instate Contractors? Yes or No. If yes, please include the details of the preference.

- 3.2.5.2** Name, address, telephone number, fax number, and e-mail address of the Offeror including all d/b/a's or assumed names or other operating names of the Offeror including local office addresses and phone numbers.
- 3.2.5.3** Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.
- 3.2.5.4** State of incorporation, state of formation, or state of organization.
- 3.2.5.5** The location(s) including address and telephone numbers of the offices and other facilities that relate to the Offeror's performance under the terms of this RFP.
- 3.2.5.6** Number of employees.
- 3.2.5.7** Type of business.
- 3.2.5.8** Name, address and telephone number of the Offeror's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.5.9** Name, address and telephone number of the Offeror's representative to contact regarding scheduling and other arrangements.
- 3.2.5.10** Name, contact information and qualifications of any subcontractors the Offeror proposes to use and the nature of the goods and/or services the sub Offeror would perform.
- 3.2.5.11** Offeror's accounting firm.
- 3.2.5.12** The successful Offeror will be required to register to do business in Iowa before payments can be made.
For Offeror registration documents, go to:
http://das.gse.iowa.gov/procurement/Contractor_reg.html
- 3.2.6 Experience**
The Offeror must provide the following information regarding its experience:
 - 3.2.6.1** Number of years in business.
 - 3.2.6.2** Number of years experience with providing the types of goods and/or services sought by the RFP. Responses should include ability to provide services to educational and health facilities similar to the University of Iowa.

- 3.2.6.3** The level of technical experience in providing the types of goods and/or services sought by the RFP.
- 3.2.6.4** A list of all goods and/or services similar to those sought by this RFP that the Offeror has provided to other businesses or governmental entities.
- 3.2.6.5** Letters of reference from four (4) previous customers or clients knowledgeable of the Offeror's performance in providing services and/or goods similar to the services and/or goods described in this RFP (also of similar size) and a contact person and telephone number for each reference. Two of the 4 references are to include services provided to educational and healthcare facilities.

3.2.7 Personnel

The Offeror must provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP. The following information must be included in the resumes:

- 3.2.7.1** Full name
- 3.2.7.2** Education
- 3.2.7.3** Years of experience and employment history particularly as it relates to the requirements of the RFP

3.2.8 Financial Information

The Offeror must provide the following financial information

- 3.2.8.1** Audited financial statement for last year
- 3.2.8.2** A minimum of two (2) financial references

3.2.9 Termination, Litigation, Debarment

The Offeror must provide the following information for the past three (3) years:

- 3.2.9.1** Has the Offeror had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- 3.2.9.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Offeror under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.

- 3.2.9.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Offeror to engage in any business, practice or activity.
- 3.2.9.4** A list and summary of all litigation, administrative or regulatory proceedings, or similar matters to which the Offeror or its officers have been a party.
- 3.2.9.5** Any irregularities discovered in any of the accounts maintained by the Offeror on behalf of others. Describe the circumstances and disposition of the irregularities.

Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Contractor. Offeror shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Contractor, following execution of the Contract.

3.2.10 Criminal History and Background Investigation

The Offeror hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Contractor, managerial, and supervisory personnel who will be involved in the performance of the Contract.

3.2.11 Acceptance of Terms and Conditions

The Offeror shall specifically agree that by submitting the Proposal, the Offeror is accepting all terms and conditions stated in the RFP. However, if the Offeror objects to any term or condition, the Offeror must specifically refer to the RFP page and section number and provide the reason for the objection. Objections or responses that materially alter the RFP may be deemed non-responsive and result in rejection of the Proposal.

3.2.12 Certification Letter

The Offeror shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Offeror shall make the certifications included in Attachment #1.

3.2.13 Authorization to Release Information

The Offeror shall sign and submit with the Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Offeror authorizes the release of information to the Agency.

3.2.14 Firm Proposal Terms

The Offeror shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 60 days following the deadline for submitting Proposals.

3.3 Discount (Cost) Proposal

The Offeror shall provide their proposed Discounts (cost) on Attachment 4.

SECTION 4 SPECIFICATIONS AND TECHNICAL REQUIREMENTS

4.1 Overview

The successful Offeror shall provide the services to Agency and other agencies using the Contract in accordance with the specifications and technical requirements as provided in this Section. The Offeror shall address each requirement in this Section and indicate whether or not it will comply with the requirement. If the context requires more than a yes or no answer or the section specifically indicates, Offeror shall explain how it will comply with the requirement. Proposals must address each requirement and specification. Merely repeating the requirements may be considered non-responsive and may disqualify the Contractor. Proposals must identify any deviations from the requirements of this RFP or requirements the Offeror cannot satisfy. If the Offeror deviates from or cannot satisfy the requirement(s) of this section, the Agency may reject the Proposal.

4.2 Mandatory (Pass/Fail) Technical Requirements

All items listed in this section are Mandatory Requirements. A pass/fail evaluation will be utilized for these requirements. Contractors must mark either “yes” or “no” to each requirement in their Proposals. By indicating “yes” an Offeror agrees that it shall comply with that requirement throughout the full term of the Contract, if the Offeror is successful. If the Offeror marks “No” to any of the mandatory requirements the proposal will be rejected and not evaluated further. In addition, if specified by the requirements or if the context otherwise requires, the Offeror shall provide references and/or supportive materials to verify the Offeror’s compliance with the requirement. The Agency shall have the right to determine whether the supportive information and materials submitted by the Offeror demonstrate that the Offeror will be able to comply with the Mandatory Requirements. If the Agency determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Requirements, the Agency may reject the Proposal.

1. Offeror has provided successful Equipment Maintenance Management programs for multiple States and Political Subdivisions. Yes _____ No _____.
2. The participating Agencies/Entities may use their preferred service providers, and this will not affect the discount. Yes _____ No _____.
3. The program provides a capped yearly maintenance budget for all electronic equipment. Yes _____ No _____.
4. Offeror’s proposal covers all equipment categories (as shown on price proposal form). Yes _____ No _____.

5. There are no automatic cost or rate increases contained in the program. Yes ____ No ____.
6. Offeror shall be underwritten by insurers that are a minimum A- rating and authorized to do business in the State of Iowa. Yes ____ No ____
7. The Agency/Entity can add or delete equipment from the program at any time. Yes ____ No ____
8. Once equipment is in the program, the Offeror shall cover maintenance needs per the manufacturer's specifications. Deviations must be approved by the Agency. Yes ____ No ____
9. The Offeror will not exclude, or remove equipment from the program arbitrarily, and agrees to provide the Agency with a good business case to support its recommendations. If the Agency does not agree to the recommendation the situation will be channeled through a mutually agreed upon dispute resolution process.
Yes ____ No ____
10. Offeror agrees that other States and Political Subdivisions (per definition on page 5) may participate in the resulting contract.
Yes ____ No ____
11. Offeror agrees that participating entities may incorporate special terms and conditions into their participating addendum which are required in order for them to participate. Yes ____ No ____.
12. Offeror understands that proposals received after the due date and time will not be evaluated. Yes ____ No ____.

4.3 Scoring of Technical Specifications

The ability to meet and or exceed the Specifications listed below will be evaluated and scored by the evaluation committee in accordance with Section 5.

1. *Participation:* The Iowa Department of Administrative Services, seeks a firm, hereinafter called the Contractor, to establish an Equipment Maintenance Program for all participating State Agencies located throughout the State, and political subdivisions (who voluntarily participate), in accordance with the requirements and specifications stated in this RFP. The Offeror shall understand that participation by other States and Political Subdivisions is voluntary on their part, and the State of Iowa bears no financial responsibility for any payments due the successful Contractor by another State or Political Subdivisions. The other States or Political Subdivisions may have some special terms and conditions that will need to be incorporated into their participating addendum.
2. *Types of Equipment Covered:* The maintenance program shall include service for a broad range of equipment including but not necessarily limited to "General Office, IT, Mail room,

Communication, Security/Alarm, Lab, Medical/Dental, and Healthcare. It is expected that proposed maintenance program is inclusive of all equipment for each category. The Agency reserves the right to decide which types of equipment will be included in, or remain in the Program.

3. *State Agency Audit/Analysis:* At the request of the using Agency, the Offeror shall work with the Agency to perform an audit/analysis of State Agency's equipment, and maintenance costs, to determine coverage needs, and whether to include in the Program. If toner and consumables were included in prior maintenance agreement the value of those items must be factored out before applying the contract discount to determine the premium (program) cost. The State will work with the Offeror to determine the toner and consumables values. The Agency and Offeror shall work together to develop the audit/analysis work plan with timeframes for completion. Many State of Iowa Agencies have experience with the audit /analysis under the prior contract. The Offeror agrees to assist the Agency in decision-making such as repair or replacement of equipment, and/or supplier quality evaluation.
4. *Implementation/Transition:* The Offeror must work with the Agency in coordinating implementation of the program and in some cases transition of equipment from the current equipment maintenance agreements/contracts. Implementation plan shall include ability to honor previous/existing manufacturer quotes and coverage and apply Offeror's discount structure without requiring end user to obtain revised quote from manufacturer.
Vendor shall include in their proposal an implementation plan with time-line. Time is of the essence.
5. *Service Delivery Process:* The Offeror shall be responsible for the entire service delivery process, from dispatch to the service provider, invoice processing, and payment by the Offeror to the service providers. The Offeror shall be responsible for monitoring service providers to ensure the highest standards of service are provided to the participating Agency. It is expected that services rendered through the Offeror shall meet and/or exceed the service levels received directly from service providers at the service level that Agency specifies.
Special note: Offeror may additionally propose an alternative service delivery solution which has worked successfully in other programs.
6. *Maintenance/Repair Service Providers:* At the request of the using Agency, the Offeror must provide a complete list of

maintenance/repair service providers. State Agencies shall be allowed to designate the maintenance/ repair provider of their choice. Offeror must identify (here) any service vendors who will not service equipment through a program with them. Offeror will provide a program option of utilizing maintenance/repair service providers that are employed by participating Agencies.

- 7 . *Maintenance Coverage:* The Offeror must provide (at a minimum) for on-site equipment maintenance on a 9-hour per day (8:00 a.m. to 5:00 p.m. CST), 5-day per week (Monday through Friday) basis (excluding holidays). The on-site maintenance performed shall include all preventive maintenance (including consumable parts and supplies necessary to perform PM) per O.E.M. schedules, corrective repair, parts (excluding consumable supplies unless Agency approves in writing for a given situation), labor, and travel, necessary to maintain the equipment in good operating condition. Participating Agencies shall have the option to select Periodic Maintenance visits in the event requested by end-users. Ability to perform software upgrades to requested equipment in alignment with OEM specifications is required.
No payments shall be made by the State to the Offeror other than the quoted premium cost, or to the service provider.
Quotes for “mission critical” equipment may include more stringent requirements in tune with the Agency’s needs.
8. *On-Site Response Time, Repair Service:* The Offeror agrees to meet an average response time of 4 hours or less for service personnel to respond on-site (“mission critical equipment” will be defined by Agency and dealt with separately on a case by case basis). Offeror will monitor response times, and mutually agreeable corrective action will take place if the average exceeds 4 hours for any 3 month period. In the event an on-site representative solution is available for participating/requesting Agencies please detail requirements to utilize this service model.
9. *Exclusions:* Consumables (toner), software, and exclusions which are specified as such in existing OEM maintenance contracts shall be excluded from the program. The State reserves the right to procure consumables, software, and/or specified OEM exclusions and have readily available to service provider. If exclusions are needed (and not readily available from the State) in order for the service provider to complete the service request, pricing for the consumables must be communicated in writing to the State Agency, and assent obtained in writing from the State agency, prior to installing.

10. *Cancellation of Maintenance:* Agency reserves the right to cancel maintenance on any equipment with 30 days prior written notice to the Contractor.

11. *Equipment Added to the Program:* At the Agency's discretion, equipment may be added to the program periodically. The Offeror must provide detailed descriptions of pro-ration method to the state agency. Pro-rated amounts due to or from the Offeror must be included in calculation of each immediately succeeding term payment. The State Agency and Offeror(jointly) will create a listing of equipment to be added to the program which includes the location of the equipment, a description, any applicable identification numbers (serial number, property tag number, etc), make and/or model numbers, purchase date, the date on which the equipment was placed on a service contract, expiration date of manufacturer's warranty, requested start date of coverage on requested equipment, special need for certified technicians on identified pieces of equipment, and copy of current maintenance contract, or quotes from OEM or independent authorized service providers, whichever is preferred by the Agency. Any equipment coming off of warranty (of qualified type) can be added to the program. A quote will be obtained from Company providing service under warranty, by the Agency, and provided to Contractor. For Quotes identified by the Agency as non-mission critical, response shall be within three (3) days unless Agency agrees to a longer turnaround in writing.

Depending on the equipment (such as mission critical), the Offeror will work with the Agency to help determine what is in the Agency's best interests.

The Offeror will evaluate the equipment for inclusion in the Program prior to adding to the Program. The equipment (once accepted) will be added to the Program by applying the contract percentage discount to current O.E.M. /or other Authorized Service Provider preventative maintenance agreement (minus any "exclusions", section 9 above) or "quoted" O.E.M/ or other Authorized Service Provider preventative maintenance agreement price. If the equipment is currently under a consolidated equipment maintenance program the percentage difference will be applied. The discounted total shall represent an annual cost to be prorated monthly for the number of coverage months in the program. If the equipment is obviously worn out and determined to be unacceptable for the program, the Offeror is to provide a written explanation for the denial with a copy being provided to the requesting Agency and DAS Purchasing (or designate). If the Offeror agrees to provide service on the requested addition(s), a listing of cost associated to each piece of equipment being added

must be provided to the Agency for future reference in case any equipment listed is deleted from the program prior to the end of the contract term. A mutually agreed upon start date to begin service should be determined and the requesting agency will issue a contract change order to existing equipment purchase offer, or elect to issue a new order. If service does not begin on the first of the month, the first month will be prorated accordingly. The Offeror must provide service on the added equipment upon effective date of change through the remainder of the contract term or end date of purchase order, whichever applies. In the event Offeror is unable to provide coverage to a requested piece of equipment please detail solutions that Offeror will provide to assist the participating Agency for coverage.

12. *Equipment Deleted from the Program:* Equipment may be deleted during the coverage period for good reason. The Offeror must provide detailed descriptions of pro-ration method to the State Agency. The participating Agency reserves the right to discuss/negotiate equipment that Offeror requests to delete from the program. Deleting and/or refusal of covering equipment shall be viewed as an exception to the standards of the agreement.

Pro-rated amounts due (credits) from the Offeror must be included in calculation of each immediately succeeding term payment. The State Agency reserves the right to remove any piece of equipment from the program by providing the Offeror with 30 days prior written notice of deletion. A listing of the equipment to be deleted, location, description, serial number, make and model, and the date scheduled for deletion of coverage, will be provided by the Agency. Offeror will advise Agency of the respective premium reduction. The decreased cost will be prorated over the remaining coverage months in the program. If the effective date of deletion does not begin on the first of the month, the first month decrease will be prorated.

13. *Replacement Parts:* The maintenance provided must include all replacement parts that are equal to or better than OEM specifications. Any permanent replacement of parts must be warranted per O.E.M specifications. Participating Agencies have the right to request the use of only OEM repair parts on a case by case basis.

14. *Rental or substitute equipment:* The Offeror shall provide rental or substitute equipment at no cost to the State if corrective repairs cannot be made within three (3) business days from the reporting of needed repair.
15. *Dispute Resolution:* Offeror shall describe a dispute resolution process which has proven effective in their other programs. Offeror shall notify the State Contract Administrator in writing of any unresolved disputes or problems that have been outstanding for more than ten days. Any disputes on billings from the service provider that result in the Offeror withholding payment must be communicated to the State Agency and DAS (or designate) as soon as possible. Offeror shall promptly acknowledge receipt of communications from Agencies and in the acknowledgement provide an expected timeframe for providing a solution (the expectation being within 3 days).
16. *Dedicated Contacts:* The Offeror shall provide at least 2 dedicated contacts: one contact for handling day to day maintenance, and the other, a dedicated account manager responsible for the overall success of the program. Offeror will provide relevant experience of the 2 dedicated contacts. If Offeror favors a different approach Offeror shall explain here.
17. *Placing Service Call Requests:* The Offeror must furnish a toll free telephone number for purposes of State Agencies requesting service, or technical assistance.
18. *Maintenance/Repair Records:* The Offeror must maintain detailed records of equipment preventative maintenance and repairs, by Agency, for all covered equipment. The Offeror shall provide the detailed records to DAS Purchasing (or designate) electronically upon request.
19. *Reports:* Offeror shall provide an overview of reporting capabilities that includes report formats, standard reports available, any ad-hoc report capabilities, sample reports, and indicate how they can be accessed. Minimum reporting for requesting Agencies shall include listing by Agency of equipment that is covered by Offeror as well as equipment that has been denied for the Program with reason why. The State shall assume all reports are free unless Offeror clearly and conspicuously indicates otherwise. The Offeror must have the ability to submit reports electronically to the State upon request. The Offeror must submit quarterly reports to DAS (or designate), covering all equipment managed under the program. The quarterly reports must show savings per Agency and for the State, and also

include a separate section showing equipment being deleted (with an explanation) or added to the Program (by Agency). Offeror shall provide DAS (or designate) with an annual report showing Program savings for the State and also the level of participation of other entities.

20. *Consulting Services*: Offeror will provide consultative services to present specific opportunities for participating Agencies to reduce overall service/maintenance costs. These would include but are not limited to: Ability to utilize third party parts/service to reduce cost; Recommendations on items that could be self - services/maintained by participating Agencies.
21. *Invoicing/Payment*: Offeror shall comply with State code regarding payment terms (reference terms and conditions attached). Offeror shall describe any quick payment discounts available, methods of payment that can be accepted (EFT, purchasing card, warrant, etc), and indicate frequency of billing (options). The Offeror must have the ability to provide de-centralized as well as centralized billing. On the prior contract each Iowa Agency was billed direct.
22. *Performance /Monitoring*: Offeror shall meet at least quarterly, with the State's Program Manager, as well as with any requesting and participating Agency, to review performance, contract usage, and discuss opportunities for improvements. Offeror shall describe performance benchmarks that are currently used in other successful programs. Describe your approach and methods to maximize savings under the program throughout the life of the contract.
23. *Profit Sharing or other incentives*: Offeror shall describe any profit/revenue sharing options or other incentives (volume discounts) they offer, in addition to the contract category discounts.
24. *Cost/Discount*: The Offeror must respond on Attachment 4 with firm, fixed discount(s) which shall be applicable to the respective equipment/category types listed in Attachment 4. The percentage discounts proposed, shall be from the current preventative maintenance agreement cost, or if not currently covered, from a quote from an authorized service provider that is acceptable by the Agency. Offeror shall supply back up pricing documentation upon Agency request.
All percentage discounts shall be firm fixed for the life of the contract. The resulting premium shall cover all equipment repairs/maintenance, Offeror's services, fees, and expenses. The State shall not pay nor be liable to the Offeror for any costs other

than the monthly premium costs. Offeror is solely responsible for all amounts owed to service providers. The State shall not be liable for any other costs to satisfy the RFP's requirements. The successful Offeror shall be responsible for any other costs.

SECTION 5 EVALUATION AND SELECTION

5.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal provides the greatest benefit to the State. The Agency (DAS) will not necessarily award the Contract to the Offeror offering the lowest cost to the Agency. Instead, the Agency intends to award the Contract(s) to the responsible Offeror(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State. The State reserves the right to award to one or multiple Offerors'.

5.2 Evaluation Committee

The Agency intends to conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Agency will use an evaluation committee to review and evaluate the Proposals.

5.3 Overview of Evaluation

Proposals will first be checked by the Issuing Officer for compliance (which includes answering "Yes" to all parts of Section 4.2), and responsiveness to the RFP. Proposals determined to be compliant and responsive will be evaluated and scored by the evaluation committee. Evaluation and scoring of the technical part of the proposal will be completed before the cost part of the proposals are opened. Points for the cost proposal will be allocated in the traditional manner (the proposal with the best overall discount receives the maximum cost points, the proposal with the next best overall discount receives a corresponding ratio of the maximum cost points).

5.3 Evaluation Criteria

Evaluation of Proposals will be based on the following criteria:

- Qualifications of the Offeror (experience, expertise, capabilities, financials, etc)
- Program Approach/Proposed Methods
- Pricing/Discounts

Upon or shortly after the proposal due date/time the Issuing Officer may release, upon request, evaluation weights assigned to each criteria group. The purpose of proceeding in this manner is to assure the Offerors that all proposals will be evaluated consistently, and to avoid prejudicing the Offeror's proposal preparation through prior knowledge of the relative evaluation weights assigned to each criteria group.

SECTION 6 CONTRACTURAL TERMS AND CONDITIONS

6.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the contract terms and conditions contained at the web-address indicated on the RFP cover sheet, the offer of the successful Offeror contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by an Offeror to the provisions or terms and conditions of the RFP shall be incorporated into the Contract unless the Agency has explicitly accepted the Offeror's objection or amendment in writing.

The contract terms and conditions contained at the web-address indicated on the RFP cover sheet 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 Contractors to better evaluate the costs associated with the RFP requirements and the Contract. All costs associated with complying with these requirements should be included in any pricing quoted by the Contractor.

By submitting a Proposal, each Offeror acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in its Proposal. If an Offeror takes exception to a provision, it must state the reason for the exception and set forth in its Proposal the specific RFP or contract language it proposes to include in place of the provision. Exceptions that materially change the contract terms and conditions or the requirements of the RFP may be deemed non-responsive by the Agency, in its sole discretion, resulting in possible rejection of the Proposal. The Agency reserves the right to either award a Contract without further negotiation with the successful Offeror, or, to negotiate Contract terms and conditions with the successful Offeror if the best interests of the State would be served.

6.2 Contract Length

It is intended that the term of the Contract will begin and end on the dates indicated on the RFP cover sheet. The Agency shall have the sole option to renew the Contract upon the same or more favorable terms and conditions for up to the number of annual extensions identified on the RFP cover sheet.

Attachment # 1
Certification Letter

Alterations to this document are prohibited.

(Date) _____

Randall Stapp CPPO, CPPB, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, 3rd Floor
1305 East Walnut Street
Des Moines, IA 50319-0105

Re: Request for Proposal Number 0216335086
PROPOSAL CERTIFICATIONS

Dear Randall Stapp CPPO, CPPB:

I certify that the contents of the Proposal submitted on behalf of **(Name of Contractor)** _____ in response to **Iowa Department of Administrative Services** for Request for Proposal Number 0216335086 for The State intends to establish a state-wide term contract for maintenance on a diverse selection of equipment, including but not limited to, general office, IT, mail room, communication, security, lab, medical, and healthcare are true and accurate. I also certify that Offeror has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of Offeror expressly authorized to make the following certifications in behalf of Contractor. By submitting a Proposal in response to the RFP, I certify in behalf of the Offeror the following:

1. The Proposal 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 Proposal has been developed independently, without consultation, communication or agreement with any other Offeror or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal 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 Offeror to induce any other Offeror to submit or not to submit a Proposal for the purpose of restricting competition.

5. No relationship exists or will exist during the contract period between the Offeror and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Offeror 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 three year period preceding this Proposal 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 Proposal 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 Offeror 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

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2009)* 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 Contractors 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 Proposal in response to the (RFP), the Offeror certifies the following: (check the applicable box)

- ☐ Offeror is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 432*; or

- ☐ Offeror 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(42) and (43)*.

Offeror also acknowledges that the Agency may declare the Offeror’s Proposal or resulting contract void if the above certification is false. The Offeror 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,

Name and Title

Attachment #2

Authorization to Release Information Letter

Alterations to this document are prohibited.

(Date) _____

**Randall Stapp CPPO, CPPB, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, 3rd Floor
1305 East Walnut Street
Des Moines, IA 50319-0105**

Re: Request for Proposal Number **0216335086**
AUTHORIZATION TO RELEASE INFORMATION

Dear **Name of Issuing Officer:**

(Name of Contractor) _____ 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 Offeror in response to Request for Proposal (RFP) Number **0216335086**.

The Offeror acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Offeror 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 Offeror is willing to take that risk.

The Offeror 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 Offeror in response to the RFP.

The Offeror authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Offeror's Proposal submitted in response to RFP.

The Offeror 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 Offeror's Proposal. The Offeror 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 Offeror that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Offeror in response to RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

Printed Name of Offeror Organization

Name and Title of Authorized Representative

Attachment # 3

Offeror Requirement Check List

RFP SECTION, REFERENCE	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
3. Two CD and 2 hard copies of the Proposal (Technical part separated from Cost part)			
3. One (1) Public Copy with Confidential Information Excised			
3. Transmittal Letter			
3. Specifications and Technical Requirements			
3. Offeror Background Information			
3. Experience (Letters of Reference)			
3. Personnel			
3. Financial Information			
3. Terminations			
3. Acceptance of Terms and Conditions			
3. Certification Letter			
3. Authorization to Release Information			
3. Firm Proposal Terms			
4. Mandatory (pass/fail) Requirements			
4. Scored Technical Specifications			
Attachment 1			
Attachment 2			
Attachment 4			
Attachment 5			
Attachment 6 (if applicable)			

ATTACHMENT # 4,

RFP0216335086 (due on or before 2:00 pm, May 2, 2016)

Discount (cost) Proposal

You must enter one specific discount for each category below except for the Healthcare category. For the Healthcare category, you may provide either a discount range or one specific discount. See the next 2 pages for a representative listing (expanded description) for the categories below.

Equipment Category	Discount Percentage
Communication	
Data Processing (IT)	
Facilities	
Research & Investigation Labs	
Mail	
Office	
Security/ Alarm	
Healthcare	

Company (Contractor) _____

Signature _____

(printed name / title) _____

E-mail address _____

Date _____

Continuation of Attachment 4, Eligible Equipment
Categories (Bold) Expanded (page 1 of 2)

Communication Equipment

Audio/Visual Systems
 Emergency Systems
 Intercom Systems
 Overhead Paging Systems
 Radios
 Telephone Systems
 Voice Mail Systems

Data Processing (IT) Equipment

Bridges
 Controllers
 Hubs
 Line Printers
 Multiplexors
 PCs and PC Peripherals
 Routers
 Scanners
 Servers

Facilities Equipment

Clothes Washers and Dryers
 Electronic Signs
 Food Preparation Equipment
 Housekeeping Equipment
 Pool Equipment
 Bar Code Readers
 Environmental Control Computers
 Industrial Scales
 Voting Machines
 Water Meter Readers

Research & Investigation Labs

Autoclaves
 Blood Gas Analyzers/Units
 Cardiology/Stress & EKG
 Cell Washers & Savers
 Centrifuges
 Chemistry Analyzers
 Chromatography Equipment
 Coagulation Analyzers
 Computers
 Co-Oximeters

Research & Investigation Labs (Cont.)

Densitometers
 DNA Analyzers
 DNA Synthesizers
 Electrolyte Analyzers
 Electron Microscopes
 Electrophoresis Equipment
 Gamma Counters
 Hematology Analyzers
 Immunoassay Analyzers
 Microbiology Analyzers
 Microscopes
 Microtomes/Cryostats
 RIA Systems
 Scales and Balances
 Spectrophotometers
 Tissue Analyzers

Mail Equipment

Inserters
 Labelers
 Machines
 Openers
 Scales
 Stackers

Office Equipment

Binders
 Bursters
 CAD and CAM Systems
 Card Readers
 Cash Registers
 Check Signers
 Coin Sorters, Packagers
 Copiers
 Currency Counters
 Dictation Equipment
 Electric Rotary Files

Office Equipment (Cont.)

Electronic Typewriters
 Embossers
 Facsimile Machines
 Folders
 ID card Readers
 Laminators
 Microfilm
 Printers
 Retail Scanners
 Shredders
 Time Clocks
 Transient Voltage Protection Equipment
 Uninterrupted Power Supplies

Security Alarm Equipment

Alarm Systems
 Card Access Systems
 CCTV Systems
 Electronic Gates/Doors
 Electronic Library Security Sys.
 Fire Alarms
 Metal Detectors
 Outdoor Emergency Sirens
 Police Systems
 Premise Alarms
 Protection Systems
 Vaults and Safes

This Listing is only representative. Coverage may include additional equipment.

(Continued)

Healthcare Equipment (page 2 of 2)

Cardiology/Stress Systems/ ICU, CCU, EKG:	Hospital Laboratory:	Radiology (Cont.):
Arrhythmia Computers	Blood Culture Units	Cine Film Viewers
Cardiac Cath Systems	Centrifuges	Cine Processors
Cardiac Output Computers	Chemistry Analyzers	Cine Projectors
Electrocardiographs	Coagulation Analyzers	CT Scanners
Electroencephalographs	Computers	Cystographic Units
Intra Aortic Balloon Pumps	DNA Analyzers	Daylight Systems
Monitoring Systems	Electrolyte Analyzers	Dental Units
Patient Data Management	Hematology Analyzers	Digital Systems
Stress Test Systems	Immunoassay Analyzers	E.R. Units
Telemetry Systems	Microbiology Analyzers	Film Processors
	Microtomes/Cryostats	Fluoroscopic Rooms
	Ria Systems	General Radiographic Rooms
Clinical/R&D Lab:		
Balances	Scales/Balances	Head/Skull Units
Blood Gas Analyzers	Tissue Analyzers	Mammography Units
		Mobile C-Arms
Blood Gas Units	Nuclear Medicine:	Motorized/Auto Film Viewers
Cell Savers	Computers	MRI Scanners
Cell Washers	Crystals	PACS Systems
Chromatographs	Dose Calibrators	Physiological Monitoring
Clinical Analyzers	Gamma Cameras	Portable X-Ray Machines
Co-Oximeters	Gamma Counters	Radiology
Densitometers	Laser Imagers	Radiology Information Systems
DNA Synthesizers	Multi-Format Cameras	Special Procedures Rooms
Electron Microscopes	Uptake Probes	Tomographic Rooms
Electrophoresis Equipment		X-Ray Tubes
	Surgery:	
Flame Photometers	Anesthesia Equipment	
Gamma Counters	Lasers	Biomedical Equipment:
Hemoglobinometers	Microscopes	Analyzers
HPLC	O.R. Tables	Simulators
Microscopes	Phaco Emulsifiers	Testing Equipment
Osmometers	Physiological Monitoring Systems	
Spectrophotometers	Sterilizers	
	Surgical Microscopes	
Function Labs Respiratory Therapy:	Ventilators	
Co-Oximeters		
Plethysmographs	Ultrasound:	
Pulmonary Function Systems	Laser Imagers	
Sleep Labs	Multi-Format Cameras	
Radiation Oncology:	Transducers	
	Ultrasound Units	
Linear Accelerators		
Superficial Units		
Therapy Simulators	Radiology:	
Treatment Planning Computers	Angiographic Systems	
	Chest Units (Automated)	

This Listing is only representative. Coverage may include additional equipment

Equipment Manufacturer
Abbott
Alcon Labs
Bayer
Beckman
Beckman Coulter
BioMerieux
BioRad
Bio-Rad
BIO-RAD Labs
Bone Diagnostic
Boston Scientific
Bracco
Bruker
Bruker Daltonics
CAE Healthcare
CAE Healthcare Inc
Carl Zeiss
Cepheid
Cutera
Edstrom
EOS
EOS Imaging
Eppendorf
Fluidigm
Formulatrix
Gatan
Hach
Hologic
Illumina
JEOL
JOEL
Johnson & Johnson Healthcare
Kratos
Leica
Life Tech
Maquet
Medivators
Medtronic
Microbiology International
Microbiology Internatl
Microelectronic Systems
Midland Communications
MSPEC Ltd
Newport
Olympus
Peak Scientific

Attachment 5

Check mark those equipment Mfgs you can not quote on, and submit with your proposal.

Perkin Elmer
PerkinElmer
Philips
Philips Healthcare
Qiagen Inc
Radiometer
Rees Scientific
Research Scientific
Research Scientific Services
Roche
Roche Diagnostics
Seal Analytical
Siemens
SP Industries
St Jude Medical
St. Jude Medical
Stryker
Sysmex
Tecan
Termo Electron NA
Terumo BCT
TERUMOCT
Therakos Inc
Theremo Electron
Thermo Electron
Unity Lab Services/Thermo Fisher
Varian
Varian Assoc
VisualSonics

Attachment #6
Form 22 – Request for Confidentiality

Per section 2.21 of the Request for Proposal (RFP), an Offeror requesting portions of its Proposal be maintained in confidence must complete this form and submit it with its Proposal. Contractors should read and familiarize themselves with chapter 22 of the Iowa Code regarding release of public records before completing this form. Section 2.21 of the RFP provides the Offeror instructions regarding how to request confidential treatment of portions of its Proposal.

NOTE: Completion of this Form is the sole means of requesting confidential treatment. Completion of the form and agency's acceptance of Offeror's submission does not guarantee the agency will grant Offeror's request for confidentiality. The agency may reject Offeror's Proposal entirely in the event Offeror requests confidentiality and does submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

To request confidentiality, Offeror must provide the following information:

- 1** ☐ Offeror must present its request for confidentiality in the transmittal letter of its proposal.
Check box when completed.
- 2** ☐ Offeror must conspicuously mark confidential material in its proposal in accordance with section 2.21 Public Records and Requests for Confidential Treatment. **Check box when completed.**
- 3** Offeror must specifically identify and list the proposal section(s) for which it seeks confidentiality and answer the following questions for each section listed :
 - 3.1** Explain the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential.
 - 3.2** Justify why the material should be kept in confidence.
 - 3.3** Explain why disclosure of the material would not be in the best interest of the public.
 - 3.4** Provide the name, address, telephone, and email for the person at Offeror's organization authorized to respond to inquiries by the Agency concerning the status of confidential materials.

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

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

- 4 ☐ Offeror must submit a Public Copy of the Proposal from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible. **Check box when completed.**

This form must be signed by the individual who signed the Offeror's Proposal. The Offeror shall place this Form 22 completed and signed in its Proposal immediately following the transmittal letter. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

***Failure to provide the information required in this form may result in rejection of Offeror's request for confidentiality or rejection of the Proposal as being non-responsive.**

Signature

Date

Title

.....

**Department of Administrative Services – Central Procurement Enterprise Review
(for Agency use only)**

- ☐ Offeror's Proposal is rejected as non-compliant because one of more of the following reasons:
- ☐ Offeror requested confidentiality without submitting a fully completed Form 22.
 - ☐ Offeror requested confidentiality without presenting its request in the transmittal letter of its Proposal.
 - ☐ Offeror requested confidentiality and failed to conspicuously mark such material as confidential within its Proposal in accordance with the RFP.
 - ☐ Offeror requested confidentiality without submitting a public copy of its Proposal with the confidential information redacted.
 - ☐ Offeror requested confidentiality on material in contravention of the RFP.
 - ☐ Other: _____.
- ☐ Offeror's submission is accepted.¹

Purchasing Agent Signature

Date

NOTE: Agency's acceptance of Offeror's submission should not be construed as Agency's approval of Offeror's request for confidentiality. Instead, acceptance of Offeror's submission simply means that Agency believes Offeror's Form 22 appears fully completed in accordance with the RFP.