

Event Summary - DOC Respiratory and Sleep Therapy Equipment

Vendor:	CPAP Supply USA, LLC	Type	Request for Bids
Number	RFB0322005145	Stage Title	-
Organization	DASlowa	Currency	US Dollar
Exported on	6/30/2022	Exported by	Julie Janssen
Payment Terms	0% 0, Net 60	Sealed Bid	Yes
Intend to Bid	Yes	Bid Total	3,195.00 USD

Event Dates

Time Zone	CDT/CST - Central Standard Time (US/Central)
Released	-
Open	6/8/2022 12:00 AM CDT
Close	6/22/2022 2:00 PM CDT
Submission Date	6/22/2022 1:43 PM CDT
Sealed Bid	6/22/2022 2:00 PM
Question Submission Close	6/15/2022 2:00 PM CDT

Event Users

Contacts

Julie Janssen

julie.janssen@iowa.gov

Phone +1 515-240-2698

Description

Bidder will submit their electronic copies of their Bid. Please make sure the electronic copy submitted contains all of the required signatures in the RFB which would include the transmittal letter and Attachments 1-3. Firm Bid Terms The minimum number of days following the deadline for submitting Bids that the Bidder guarantees all Bid terms, including price, will remain firm is 120 Days.

Stage Description

No description available.

1 ★ **Instructions To Vendor :**

Bidder shall read and make certifications of their Proposal.

Certification

I certify that the contents of the Bid submitted are true and accurate.



Vendor Must Also Upload a File:

No

Prerequisite Content:

Bidder certifies that the contents of this Bid submitted are true and accurate. Bidder also certifies that Bidder has not knowingly made any false statements in its Bid.

Certification of Independence

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

1. 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.

2 ★ **Instructions To Vendor :**

Bidder shall read and authorize to release information for their Bid.

Certification

I certify that I have read and agree to the Authorization to Release Information above.



Vendor Must Also Upload a File:

No

Prerequisite Content:

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

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

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

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

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

Buyer Attachments

RFB0322005145 DOC Respiratory
and Sleep Therapy Equipment.pdf

RFB0322005145 DOC
Respiratory and Sleep Therapy
Equipment.pdf

../Attachments/RFB0322005145
DOC Respiratory and Sleep Therapy
Equipment.pdf

Vendor Attachments

iowa153249.pdf

iowa153249.pdf

../SupplierAttachments/SupplierAttachments/iowa153249.pdf

Questions

Page 1

Group 1

- 1.1 Confidential Treatment of Information - Is Bidder requesting confidential treatment of specific information? ★
- Yes/No
- No
- 1.2 A Bidder requesting confidential treatment of specific information shall: (1) fully complete the table below, (2) conspicuously mark 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. ★
- File Upload
- No response.
- Confidential Treatment Table -
 ../../Attachments/QuestionAttachments/Confidential+Treatment+of+Information+is+Requested.docx
- 1.3 Bidder must fully complete and attach Section 4 - Form of Bid file. ★🔒
- File Upload
- iowa153249.pdf - ./SupplierAttachments/QuestionAttachments/iowa153249.pdf

Product Line Items

★ Required Product Line Items

Group P1

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Delivery	Unit Price (USD)	Total Price (USD)	Estimated Delivery
P1.1	CPAP MACHINE Bidder must provide supporting documentation for each market basket apparel item bid. . Manufacturer . Type of machine . Make . Model . Item	★	1	EA - Each	-	650.00	650.00	6/23/2022
Comment	in stock, APAP machines can be set to CPAP mode							
P1.2	APAP MACHINE Bidder must provide supporting documentation for each market basket apparel item bid. . Manufacturer . Type of machine . Make . Model . Item	★	1	EA - Each	-	650.00	650.00	6/23/2022
Comment	in stock							
P1.3	BIPAP MACHINE Bidder must provide supporting documentation for each market basket apparel item bid. . Manufacturer . Type of machine . Make . Model . Item	★	1	EA - Each	-	1,200.00	1,200.00	6/23/2022
Comment	in stock, can be set to Auto Bipap as well							
P1.4	Oxygen Concentrator Bidder must provide supporting documentation for each market basket apparel item bid. . Manufacturer . Type of machine . Make . Model . Item	★	1	EA - Each	-	650.00	650.00	6/23/2022
Comment	In stock							
P1.5	Accessories and Supplies - MASK Replacement Etc. Bidder must provide supporting documentation for each market basket apparel item bid. . Manufacturer . Type of machine . Make . Model . Item	★	1	EA - Each	-	45.00	45.00	6/23/2022
Comment	in stock, have nasal, 45, Full Face, 85 and nasal pillow mask, 55							
P1.6	CPAP, APAP and BIPAP EQUIPMENT % MRSP DISCOUNT CPAP, APAP and BIPAP EQUIPMENT % MRSP DISCOUNT		1	P1 - Percent	-	0.00	0.00	-
Comment	e offer discounted pricing to the correctional facilities							
Total Price (USD)							3,195.00	

Service Line Items

Group S1

#	Item Name, Commodity Code, Description	Allow Alternates	Qty.	UOM	Requested Service Delivery	Unit Price (USD)	Total Price (USD)	Estimated Service Delivery
S1.1	Respiratory Service and Maintenance Respiratory Service and Maintenance		1	EA - Each	-	0.00	0.00	-
Comment	machines have a 2 year warranty, after that the cost to repair will vary.							
Total Price (USD)							0.00	

REQUEST FOR BIDS

RFB COVER SHEET

Administrative Information:

RFB Number	RFB0322005145	Title of RFB	DOC Respiratory and Sleep Therapy Equipment	
Agency	Iowa Department of Administrative Services (DAS)			
Initial term of Contract				
Number of years of the initial term of the Contract	3	Number of possible annual extensions	1	
Available to Political Subdivisions?	Yes			
State Issuing Officer: Julie Janssen, 515.240.2698, Julie.Janssen@iowa.gov				
Mailing Address: Iowa Department of Administrative Services Hoover State Office Building, Level 3 1305 East Walnut Street Des Moines, IA 50319-0105				
PROCUREMENT TIMETABLE—Event or Action			Date/Time (Central Time)	
State Posts Notice of RFB on TSB website			June 6, 2022	
State Issues RFB			June 8, 2022	
RFB written questions, requests for clarification, and suggested changes from Bidders due			June 15, 2022 2:00 PM CT	
Bids Due			June 22, 2022 2:00 PM CT	
Relevant Websites				
Internet website where contract terms and conditions are posted https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf				
Internet website where Addenda to this RFP will be posted http://vss.iowa.gov . Bidder will submit their electronic copies of their Bid through Iowa Vendor Self-Serve (VSS). Bidder will submit their electronic copies of their Bid through Iowa Vendor Self-Serve (VSS). Bidder will need to register their company regardless of whether they have already done business with the state of Iowa. There is a Register button on the left hand side of the VSS screen. Click on that button to start the registration process. If you have any issues with registration, please call the helpdesk at 515-281-6614. If you have done business with the State, you will be given an opportunity to look up your entity during the registration process. File size is limited to 10MB when uploading. Bidder will need to break their Bid into several files if the Bid exceeds the 10MB threshold. There is no limit on the number of files which can be uploaded. Please make sure the <u>electronic copy submitted contains all of the required signatures</u> in the RFB which would include the transmittal letter and Attachments 1-3.				
Firm Bid Terms				
The minimum number of days following the deadline for submitting Bids that the Bidder guarantees all Bid terms, including price, will remain firm is 120 Days.				

SECTION 4 - FORM OF BID

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

4.1 Bidder Information

Business Name: CPAP Supply USA, LLC.

Official Address: 720 Moorefield Park Drive, Ste 302, N. Chesterfield VA 23236

Remit Address: same

Ordering Website: www.cpapsupplyusa.com

Contract Manager Contact: Jennifer Styles

Telephone Number: (804) 310-2334

Email: jhines@cpapsupplyusa.com

Sales Contact: Lillian Jones + Jennifer Styles

Telephone Number: 866.560.2727 x 17014 and x 17015

Email: sales@cpapsupplyusa.com

Ordering Contact: Lillian Jones + Jennifer Styles

Telephone Number: same as above

Email: same as above

Billing Contact: Lillian Jones

Telephone Number: 866.560.2727 x 17014

Email: Ljones32@CPAPsupplyusa.com

Reporting Contact: Lillian Jones

Telephone Number: same as above

Email: same as above

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.

18 years in business and 18 years serving
correctional facilities.

We are an extremely seasoned company
w/ sleep specialists, RTs and access
to board certified sleep physicians should
we require their expertise

we currently ^{CPAP, APAP, Bilevel, O2 and supplies to} sell to numerous correctional
facilities.

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.

We have never had a contract terminated, had any settlements to resolve disputes, any judgements or suspensions, had no litigation or threatened litigation, have never been convicted of a felony but will disclose any such matter commencing after submission of a bid, should they occur.

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.

MaryAnn Hollerich (Wexford) 412-953-9109

Mandy Duddy (Wellpath) (412) 432-8697

Adriane Backus (FMC Carswell) (817) 782-4000

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 VA

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: 2-10

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 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

4.16 Insurance

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

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

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

4.17 Defective Equipment

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

Bidder has read and agrees to this section: Yes No

4.18 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

4.19 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

4.20 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? ~~0~~

What discount will you give for payment in 30 days? ~~0~~

Bidder has read and agrees to this section: Yes No

4.21 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

4.22 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

4.23 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

4.24 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

4.25 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

4.26 Additional Items or Manufacturers

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

Bidder has read and agrees to this section: Yes No

4.27 Substitution of Items During Term of Contract

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

Bidder has read and agrees to this section: Yes No

4.28 Country of Origin

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

Bidder has read and agrees to this section: Yes No

4.29 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

4.30 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) 6/21/22

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: RFB0322005145 for DOC Respiratory and Sleep Therapy Equipment - 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 RFB0322005145 DOC Respiratory and Sleep Therapy Equipment 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,



Signature

Jennifer Styles, Manager
Name and Title of Authorized Representative

6/21/22
Date

Attachment #2
Authorization to Release Information Letter

Alterations to this document are prohibited.

(Date) 6/21/22

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

Jennifer Styles, Manager
Name and Title of Authorized Representative

6/21/22
Date

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.*

CPAP Supply USA, LLC
Company

JS
Signature (required)

RFB0322005145
RFB Number

Manager
Title

DOC Resp. and Sleep -
Therapy Equip.
RFB Title

6/21/22
Date

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

Equipment Pricing Sheet

CPAP and APAP – all \$650 each, call CPAP and APAP mode, (multiple brands in stock)

- SKU 20A, model iBreeze, manufactured by ResVent
- SKU LG2A00, model Luna 2, manufactured by 3B
- SKU 39000 model AirSense11, manufactured by ResMed

BiPAP Machine - \$1200 each

- SKU 37211, model, AirSense10, manufactured by ResMed

Oxygen Concentrator, 5 liter, \$650 each

- SKU 1020000, model Everflo, manufactured by Respironics

Nasal Mask, \$45 each

- SKU 1094050, model Wisp Nasal Mask FitPack, manufactured by Respironics

Full Face Mask, \$85 each

- SKU 400483, model Simplus Full Face Mask FitPack, manufactured by Fisher and Paykel

Nasal Pillow Mask, \$55 each

- SKU 62900, model P10, manufactured by ResMed

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