

Bid Opening Date 4/14/2016		Time of Bid Opening 1:00 PM	Bid Opening Location Iowa DOT Purchasing Section, Ames, IA		
Proposal Number 16283	Description Basic Adult First Aid, CPR & AED Training				
Contract Begin Date 5/9/2016	Contract Completion Date 5/8/2017	Bid Bond (\$) \$0.00	Performance Bond (Y/N) N	Liquidated Damages \$0.00	
Purchasing Agent Rhonda Ruark	E-Mail Address rhonda.ruark@dot.iowa.gov	Phone 515-239-1285		Fax 515-239-1538	
Company Name				Federal Tax ID	
Street Address			City	State	Zip Code
Bidder Contact	E-Mail Address		Phone	Fax	
Supplier agrees to sell items/services at the same prices under the same terms and conditions to any other state agency, Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> YES <input type="checkbox"/> NO			Are you a Iowa Targeted Small Business? <input type="checkbox"/> YES <input type="checkbox"/> NO		

GENERAL INFORMATION/PROPOSAL STATEMENT

The entire contents of this Proposal, Addendums to the Proposal, Specifications, Supplemental Terms and Conditions, Standard Terms and Conditions, and Schedule of Prices shall become part of the contract or purchase order. **Faxed or e-mail bids will be accepted.**

We certify that all materials, equipment and/or services proposed meet or exceed the specifications and will be supplied in accordance with the entire contents of this proposal including delivery schedules.

Standard Terms and Conditions for Quotations

Acceptance/Rejection: The State of Iowa reserves the right to accept or reject any or all bids and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the Iowa DOT. The Iowa DOT also reserves the right to accept that bid which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional bids including any ties to another bid or proposal or any reservations about accepting an award or entering into a contract, may result in rejection of the bid.

Method of Award: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.

Contracts: Successful contractor(s) may be sent either a formal Contract or a purchase order. The contractor may not assign the contract to another party without written authorization from the Office of Procurement and Distribution.

Pricing and Discount: Unit prices shown on the documents shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated on the request. If there is a discrepancy between the unit bid prices, extension, or total amount of bid, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase. Discounts for early payment are allowed, but not considered in award of the contract.

Signed: _____ **Date:** _____



Iowa Department of Transportation
Standard Terms and Conditions
For
Submission of Quotations or Bids

-INFORMAL-

Informal - means a limited solicitation type of procurement where a sufficient number of responses from qualified sources are obtained and the aggregate amount of the purchase is less than \$50,000.

The entire contents of this bid solicitation shall become a part of a contract or purchase order. In case of a discrepancy between the contents of the solicitation documents, the following items listed by descending order shall prevail:

- Addendums to the solicitation
- Solicitation-
 - Schedule of Prices
 - Specifications
 - Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

(Example - if there is a statement in the Specifications that contradicts a statement in the Standard Terms and Conditions, the statement in the Specifications shall apply)

Preparation of Solicitation Response: All responses must address all aspects of the solicitation. Responses must be typed or completed in ink and submitted on the forms supplied by the Iowa DOT.

Responses must be signed and received prior to the bid opening date and time indicated on the Solicitation Response page or other specified areas throughout the solicitation document. The signed, submitted quotation or bidder's proposal shall become the official response to be considered for award.

Responses may be sent by email, fax, weblink, or delivered by a courier that ensures timely delivery.

A. Solicitation

1. **Opening:** The opening of responses are made public and conducted at the Iowa DOT, Ames complex unless otherwise specified. Responses received after the time of the opening will be returned to the bidder and considered non-compliant.
2. **Communications:** Questions concerning this solicitation should be directed to the purchasing agent listed on the Solicitation Response page. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication.
3. **Pricing and Discount:** Unit prices shown on the response shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated in the solicitation. If there is a discrepancy between the unit bid prices, extended price, or total amount of response, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase order. Discounts for early payment are allowed, but not considered in award of the contract.
4. **Acceptance/Rejection:** The Iowa DOT or provider reserves the right to accept or reject any or all responses and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any supplier(s). The Iowa DOT also reserves the right to accept that response which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional response including any ties to another response or any reservations about accepting an award or entering into a contract, may result in rejection of the response. Responses must remain available for award for thirty (30) days from date of opening.

5. **Bid Results & Disclosure:** Tabulation results will be sent to all responders and may be posted on the Iowa DOT website at www.iowadot.gov/purchasing under the *Bid Award* link referencing the proposal number with an award recommendation indicated. At the conclusion of the selection process, the contents of all received responses will be placed in the public domain and be open to inspection by interested parties, according to state law. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified.
6. **Quality of Goods:** All material shall be new and of first quality. Items which are used, demonstrators, refurbished, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Iowa DOT.
7. **Recycled Content:** The Iowa Code encourages purchase of products and materials with recycled content, including but not limited to paper products, oils, plastic products, compost materials, aggregate, solvents, and rubber products. Recycled items or alternatives must be noted in the Solicitation Response, if known.
8. **Shipping Terms:** Deliveries shall be F.O.B. Destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicating the Supplier, quantities shipped, and the purchase order number(s). All delivery charges shall be included in the response price and paid by the Supplier. No collect C.O.D. deliveries shall be accepted. When entering into a contract, the Supplier shall notify the freight company that all freight and delivery charges are to be prepaid by the Supplier. Goods delivered to the Iowa DOT Distribution Center at 800 Lincoln Way, Ames, IA shall be received between the hours of 7:00 a.m. and 3:00 p.m. on any day except Saturday, Sunday, or a holiday. For deliveries to other Iowa DOT locations, the Supplier may contact the destination location for available times to deliver as not all Iowa DOT locations have the same business hours. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from contract or purchase order issues.

B. Award

The binding agreement (award) may be issued in the form a purchase order or contract or both depending on the requirements and complexity of the agreement.

1. **Method of Award:** Award shall be made to the lowest responsible, responsive responder whose response meets the requirements of the solicitation unless otherwise specified. An Iowa company or individual will be given preference over an out-of-state company or individual when responses are equal in all aspects and are tied in price. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.
2. **Award Protests:** Protests of award recommendations are to be addressed to the Director of Purchasing, and shall be made in accordance with paragraph 761--20.4(6)"e" of the Iowa Administrative Code.
3. **Contracts:** Successful contractor(s) may be sent a formal Contract, Notification of Award or Purchase Order as confirmation of acceptance and award. Any of these binding agreements shall be for the term stated in the solicitation or on a purchase order and may be renewed for additional period(s) under the same terms and conditions upon mutual agreement as defined. The successful responder may not assign a contract to another party without written authorization from the Iowa DOT Purchasing Section. The Iowa DOT may offer a contract extension to the Contractor when a scheduled target date cannot be met.
4. **Consumer Price Index (CPI-U):** A CPI may be allowed as specified in the terms of the solicitation and at the discretion of the Iowa DOT based on currently posted CPI-U, US City Average, All Items – non seasonally adjusted unless otherwise specified. This applies each of any subsequent renewals, extensions, amendments issued under the contract for the duration of the contract.

5. **Payment Terms:** The Iowa DOT typically pays properly submitted vendor invoices within thirty (30) days of receipt, providing goods and/or services have been successfully delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT and must reference the purchase order number or contract to be submitted for processing.
6. **Default (Supplier):** Failure of the Supplier to adhere to specified delivery schedules or to promptly replace rejected materials shall render the Supplier liable for all costs in excess of the bid price when alternate procurement is necessary. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the binding agreement.
7. **Default (Contractor):** Failure of a Contractor other than a Supplier to meet any specified project completion deadline shall render the Contractor liable for all costs incurred by the Iowa DOT that were: a) necessary to meet said deadline; or b) necessary to complete said project after said deadline. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the agreement.

C. General

1. **Administrative Rules:** For additional details on the rules governing the action of the Iowa DOT Purchasing Section, refer to 761IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".
2. **Affirmative Action:** The Contractor (and also subcontractor, vendor, service provider or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to have a copy of their affirmative action program on file, containing goal and time specifications. Contractors doing business with Iowa in excess of \$5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.
3. **Applicable Law:** The contract shall be governed under the laws of the State of Iowa. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct. Any legal action relating to a contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.
4. **Conflict of Interest:** No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract issued by the Iowa DOT, see Code of Iowa 314.2.
5. **Debarment and Vendor Suspension:** By submitting a response, the contractor is certifying that it and its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Iowa or any Federal department or agency.
6. **Equal Opportunity:** Responders to the solicitation must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.
7. **Indemnification-Goods:** To the extent the goods are not manufactured in accordance with Iowa DOT's designs, Supplier shall defend, indemnify and hold harmless Iowa DOT, its assignees, and other users of the goods from and against any claim of infringement of any letters patent, trade names, trademarks, copyright or trade secrets by reason of sale or use of any articles purchased. Iowa DOT shall promptly notify Supplier of any such claim.
8. **Infringement:** Goods shall be delivered free of the rightful claim of any third party by way of infringement. Contractor shall indemnify and save harmless the State of Iowa and the Iowa DOT against all claims for infringement of, and/or royalties claimed under, patents or copyrights on materials and equipment furnished under this bid.
9. **Iowa Open Records Law:** All Solicitation Responses are subject to terms and provisions of Iowa Code Chapter 22 Examination of Public Records (Open Records), specifically 22.7- Confidential Records.

10. **Records Audit:** The contractor agrees that the Auditor of the State of Iowa or any authorized representative of the state, and where federal funds are involved, the Comptroller General of the U.S. Government, shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to orders, invoices, or payments of a contract or purchase order.
11. **Targeted Small Businesses:** The Iowa DOT seeks to provide opportunities for women and/or minority small business enterprises. To apply for certification as an Iowa Targeted Small Business, contact the Iowa Department of Inspection and Appeals (515-281-5796). Contractors shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of goods or services or both.
12. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.
13. **Termination:**
 - **Termination Due to Lack of Funds or Change in Law**

The Iowa DOT shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the vendor as a result of any of the following:

 - Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under contract.
 - Funds are de-appropriated or not allocated or if funds needed by the Iowa DOT, at the Iowa DOT's sole discretion, are insufficient for any reason.
 - The Iowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Iowa DOT.
 - The Iowa DOT's duties are substantially modified.

Following a 30 day written notice, the Iowa DOT may terminate a binding agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Supplier. Following termination upon notice, the Supplier shall be entitled to compensation upon submission of invoices and proper proof of claim for goods and services under contract up to and including the date of termination.

**Basic Adult First Aid, CPR & AED Training
RFB #16283
Schedule of Prices**

Award will be by line item.

Item No.	Description	Quantity	Unit of Measure	Cost per Student
1	First Aid CPR/AED Training District 1 800 Lincoln Way Ames, IA 50010	1	Person	\$ _____
2	First Aid CPR/AED Training District 2 1420 Fourth street S.E. Mason City, IA 50401	1	Person	\$ _____
3	First Aid CPR/AED Training District 3 2800 Gordon Drive Sioux City, IA 51102	1	Person	\$ _____
4	First Aid CPR/AED Training District 4 2210 E. Seventh street Atlantic, IA 50022	1	Person	\$ _____
5	First Aid CPR/AED Training District 5 307 W. Briggs Fairfield, IA 52556	1	Person	\$ _____
6	First Aid CPR/AED Training District 6 430 16 th Avenue S.W. Cedar Rapids, IA 52406	1	Person	\$ _____

I hereby certify that this Bid Response meets or exceeds the minimum requirements including specifications and addendums.

Contact Person: _____

(Print Name)

Phone No: _____

Email: _____

I acknowledge receipt of addendums: _____

Authorized
Signature: _____

Company: _____

Address: _____

(City) (State) (Zip Code)

Section 1 Introduction & Bidding Information

1.1 Purpose

The purpose of this Request for Bid (RFB) is to solicit bids from responsible, responsive bidders to provide the goods and/or services identified and described below and specifically in Section 2 of this solicitation.

Overview

The Iowa Department of Transportation (IA DOT) is seeking proposals from certified individuals or firms to provide American Heart Association Heartsaver® First Aid, Cardiopulmonary Resuscitation (CPR), Automatic External Defibrillators (AEDs) training to employees throughout the State.

1.2 General

1.2.1 Issuing Agent

The Issuing Agent, identified on the Bid Response page is the sole point of contact regarding the RFB from the date of issuance until the notice of intent to award is issued (selection of the successful Bidder).

1.2.2 RFB posted on the Internet

Bidders are required to visit the Iowa DOT's website at www.iowadot.gov/purchasing/lettingschedule periodically for any and all addendums or other pertinent information regarding this solicitation.

The Iowa DOT must receive bids either **electronically or by standard mail on or before** the deadline on the Bid Response cover page. **This is a mandatory requirement and will not be waived by the Iowa DOT.** Any quotations or bids received after this deadline will be rejected.

Bidders must furnish all information necessary to be considered for award. Bids that fail to meet the mandatory requirements of the RFB will be disqualified. Verbal information provided by Bidders shall not be considered part of the Bidder's bid response.

1.2.3 Clarification

If additional information is needed to interpret specifications found in Section 2 or any other part of the solicitation, written questions sent electronically or by standard mail will be accepted by the issuing office until the date and time bid are to be submitted. The Iowa DOT reserves the right to contact Bidders after receiving bids for the purpose of clarification to ensure mutual understanding.

1.2.4 Responsiveness

The detailed requirements set forth in Section 2 shall be considered mandatory unless indicated otherwise.

1.2.5 No Minimum Guaranteed Purchase

The Iowa DOT anticipates that the successful Bidder will provide goods and/or services as requested in the solicitation. The Iowa DOT will not guarantee any minimum compensation will be paid to the Contractor; estimated quantity is based on

previous purchases. It is understood that the Iowa DOT considers this only a best estimate of requirements and makes no firm quantity commitment.

1.2.6 Incurring Costs

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

No payments shall be made by the Iowa DOT to cover costs incurred by any Bidder for the preparation of any bid.

Section 2 General Requirements & Specifications

2.1 Purpose & Scope of Work

The Iowa Department of Transportation (IA DOT) is seeking proposals from certified individuals or firms to provide American Heart Association Heartsaver® First Aid, Cardiopulmonary Resuscitation (CPR), Automatic External Defibrillators (AEDs) training to employees throughout the State.

The IA DOT may request statewide training for up to 700 attendees per year, but considers this an **estimate** only and makes **no** firm quantity commitment.

Class Size

The ideal class size will not exceed 24 students. Payment will be based upon class sizes of 5-8 students or 9-16 students or 17-24 students. The Department will enroll students into the course and provide an approximate student number to the vendor 24 hours prior to the course date. Each student shall have adequate time during class to practice on a CPR manikin to learn and demonstrate the necessary practical skills.

Classes may be scheduled throughout the contract year as needed in varying state locations. Dates selected would be mutually agreed upon by the IA DOT personnel and trainer. A minimum of 24 hour notice must be provided if cancellation of a class is required by either party.

The IA DOT reserves the right to terminate contract(s) if a contractor does not show for a scheduled class or is unprepared with enough instructors' for the number of students as identified prior to the class.

The sites for training will be at (or within a 25 mile radius to) the following locations:

District 1

800 Lincoln Way
Ames, IA 50010

District 2

1420 Fourth St.
S.E.
Mason City, IA
50401

District 3

2800 Gordon Dr.
Sioux City, IA
51102

District 4

2210 E. Seventh
St.
Atlantic, IA
50022

District 5

307 W. Briggs
Fairfield, IA
52556

District 6

430 16th Ave.
S.W.
Cedar Rapids, IA
52406

Instructor(s) shall

Each Instructor(s) must be certified as an instructor by the American Heart Association (AHA).

The vendor is responsible for providing an adequate number of Instructors and training manikins as established by the certifying body to deliver First Aid, CPR, & AED training to as many as 24 students per class. The recommended instructor to student's ratio should be 1:8 with adequate manikins available.

Course Requirements

Course delivery requires a minimum of four (4) hours of student/instructor contact and shall not exceed (8) hours of training, including breaks. Course outline must cover all training as required by credentialing agency for First Aid, AED and CPR.

All instruction shall be in person, hands-on instruction. No website applications will be considered.

Course Certificates and Evaluations

Upon completion of each course, the Instructor will provide certificates or certification cards to those students who have successfully met the certification requirements as established by the certifying body.

The instructor shall provide the IA DOT with a course roster and evaluations from the students that score the Instructor's performance, course content, etc. for each course. The Department will provide the evaluation forms.

Equipment

The Instructor is to provide all equipment required for student learning/demonstrations according to the standards established by the Instructor's certifying body. The DOT considers its contractors to be training professionals and expects its contractors to provide the equipment necessary to perform their work in a professional manner. Contractor shall supply all training manikins and is responsible to supply any other equipment required for training per the requirements established by the certifying body.

Course Materials

In keeping with the State of Iowa's Equal Opportunity, Affirmative Action, and Anti-Discrimination Policy, it is important that all course materials and instruction be gender-balanced and free of discriminatory content.

The DOT assumes that all contractors will adhere to all applicable laws and professional standards of excellence when using copyrighted materials. All printed materials required for the course shall be provided by the Instructor and the associated costs shall be included in the bid.

Nonmaterial and Material Variances

The Iowa DOT reserves the right to waive or permit cure of nonmaterial variances in the bid proposal if, in the judgment of the Iowa DOT, it is in the Iowa DOT best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other vendors;; that do not change the meaning or scope of the RFP; or that do not reflect a material change in the services. In the event the Iowa DOT waives

or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the vendor from full compliance with RFP specifications or other contract requirements if the vendor is awarded the contract. The determination of materiality is in the sole discretion of the Iowa DOT.

Section 3 Supplemental Terms & Conditions

3.1 Contract Award

It is the intent of the Iowa DOT to award the contract to the responsible bidder whose submitted quotation is the most advantageous to the Iowa DOT, cost and other factors considered. Other factors include, but are not limited to: meeting or exceeding mandatory requirements, proposed staffing, and meeting required time schedule.

Three 12 month contract extensions may be offered by IA DOT.

3.2 Contractor's Insurance Requirements

The resulting Contract will require the successful Contractor to maintain insurance coverage(s) of the type and in the amounts set forth below.

It shall be the Contractor's responsibility to have liability insurance covering all of the project operations incident to contract completion and the Contractor(s) must have on file with the Contracting Authority a current "Certificate of Insurance" prior to award of contract. The certificate shall identify the insurance company firm name and address, contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (single contract or statewide). This requirement shall apply with equal force, whether the work is performed by persons employed directly by the Contractor(s) including a subcontractor, persons employed by a subcontractor(s), or by an independent contractor(s).

The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein. For all other contractors, subcontractors, independent contractors, and the Contracting Authority, the minimum coverage by such insurance shall be as follows:

- *General Liability* including Contractual Liability;
- Contingent Liability; Explosion, Collapse and Underground Drainage;
- Damage; Occurrence Basis Bodily Injury; Broad Form Personal Injury; Broad Form Property Damage.

Bodily Injury

The contractor will purchase and maintain throughout the term of this contract the following minimum limits and coverage:

- | | |
|----------------------------|-----------|
| • Each person | \$750,000 |
| • Each accident/occurrence | \$750,000 |
| • Workers Compensation | \$750,000 |
| • Statutory Limits | \$750,000 |
| • Employer's liability | \$750,000 |
| • Occupation Disease | \$750,000 |

Operations

Property Damage \$250,000 each occurrence

The Contractor shall require all subcontractors meet the above insurance requirements.

The Certificate of Insurance must include the following;

- Iowa Department of Transportation must be listed as an additional insured
- Proposal Number
- Proposal Description
- Bid opening date and contract period