

## **RFP CLARIFICATIONS DOCUMENT**

### **Section 1 Additional Administrative Information**

#### **1.1 Purchasing Agent**

The Purchasing Agent identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until selection of the successful Contractor.

#### **1.2 Restriction on Communication, Questions, Requests for Clarification and Suggested Changes**

Contractors may be disqualified if they contact any state employee other than the Purchasing Agent about the RFP except that Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses. Contractors are invited to submit written questions and request 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 Purchasing Agent 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, the page and section number(s) must be referenced. Written responses to questions, requests for clarifications, or suggestions will be sent on or before the date listed on the RFP cover sheet to Contractors who received RFP's. Iowa State (Prison) Industries' written responses will be considered part of the RFP. If Iowa State (Prison) Industries decides to adopt a suggestion that modifies the RFP, Iowa State (Prison) Industries will issue Addenda to the RFP.

Iowa State (Prison) Industries assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP.

#### **1.3 Resource Information**

Resource information regarding this RFP may or may not be available. See the RFP cover sheet for details regarding resource information.

#### **1.4 Vendors' Conference**

If the RFP cover sheet indicates a Vendors' conference will be held in conjunction with this RFP, it will be held at the date, time, and location listed on the RFP cover sheet. The purpose of the Vendors' conference is to discuss with prospective Contractors the work to be performed and allow prospective Contractors an opportunity to ask questions regarding the RFP. Verbal discussions at the Vendors' conference shall not be considered part of the RFP unless confirmed in writing by Iowa State (Prison) Industries and incorporated into this RFP. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. A copy of the questions and answers will be sent to Contractors who submit a letter of intent to bid.

If the RFP cover sheet indicates the Vendors' conference is mandatory, Iowa State (Prison) Industries shall reject Bid Proposals submitted by Vendors who do not attend the Vendors' Conference.

#### **1.5 Amendment to the RFP**

Iowa State (Prison) Industries reserves the right to amend the RFP at any time using an Addendum. All Addenda will be posted at [www.iaprisonind.com](http://www.iaprisonind.com); it is the vendor's responsibility to check the website for Addenda.

## **1.6 Amendment and Withdrawal of Bid Proposal**

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

## **1.7 Disqualification**

Iowa State (Prison) Industries may reject outright and may not evaluate Bid Proposals for any one of the following reasons:

- 1.7.1** The Contractor fails to deliver the Bid Proposal by the due date and time.
- 1.7.2** The Contractor acknowledges that a requirement of the RFP cannot be met.
- 1.7.3** The Contractor's Bid Proposal materially changes a requirement of the RFP or the Bid Proposal is not compliant with the requirements of the RFP.
- 1.7.4** The Contractor's Bid Proposal limits the rights of Iowa State (Prison) Industries.
- 1.7.5** The Contractor fails to include information necessary to substantiate that it will be able to meet a requirement of the RFP.
- 1.7.6** The Contractor fails to timely respond to Iowa State (Prison) Industries' request for information, documents, or references.
- 1.7.7** The Contractor fails to include a bid bond, **if required**.
- 1.7.8** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
- 1.7.9** The Contractor 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.
- 1.7.10** The Contractor initiates unauthorized contact regarding the RFP with state employees.
- 1.7.11** The Contractor provides misleading or inaccurate responses.
- 1.7.12** The Contractor's Bid Proposal is materially unbalanced.
- 1.7.13** There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by Iowa State (Prison) Industries from other sources) to satisfy Iowa State (Prison) Industries that the Contractor is properly qualified to satisfy the requirements of the RFP.

## **1.8 Nonmaterial Variances**

Iowa State (Prison) Industries reserves the right to waive or permit cure of nonmaterial variances in the Bid Proposal if, in the judgment of Iowa State (Prison) Industries, it is in Iowa State (Prison) Industries' 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 Contractors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the requirements of the RFP. In the event Iowa State (Prison) Industries waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Contractor from full compliance with RFP specifications or other contract requirements if the Contractor is awarded the contract. The determination of materiality is in the sole discretion of Iowa State (Prison) Industries.

## **1.9 Verification of Information**

- Iowa State (Prison) Industries reserves the right to contact any reference to assist in the evaluation of the Bid Proposal, to verify information contained in the Bid Proposal and to discuss the Contractor's qualifications and the qualifications of any subcontractor identified in the Bid Proposal.
- Iowa State (Prison) Industries reserves the right to obtain and consider information from other sources concerning a Contractor, such as the Contractor's capability and performance under other contracts, the qualifications of any subcontractor identified in the Bid Proposal, the

Contractor's financial stability, past or pending litigation, and other publicly available information.

- The content of a Bid Proposal submitted by a Contractor is subject to verification. If Iowa State (Prison) Industries in its sole discretion determines that the content is in any way misleading or inaccurate, the Contractor may be disqualified.

#### **1.10 Bid Proposal Clarification Process**

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

#### **1.11 Public Records and Requests for Confidential Treatment**

Iowa State (Prison) Industries may treat all information submitted by a Contractor as public information unless the Contractor properly requests that specific parts of the Bid Proposal be treated as confidential at the time of submitting the Bid Proposal. Iowa State (Prison) Industries' release of information is governed by Iowa Code chapter 22. Contractors are encouraged to familiarize themselves with chapter 22 before submitting a Bid Proposal. Iowa State (Prison) Industries will copy public records as required to comply with the public records laws.

Any request for confidential treatment of specific information must be included in the transmittal letter with the Contractor's Bid Proposal. In addition, the Contractor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. Pricing information cannot be considered confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Contractor to respond to any inquiries by Iowa State (Prison) Industries concerning the confidential status of the materials.

Any Bid Proposal submitted which contains specific confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. **Failure to properly identify specific confidential information shall relieve Iowa State (Prison) Industries or State personnel from any responsibility if confidential information is viewed by the public, a competitor, or is in any way accidentally released. Identification of the entire Bid Proposal as confidential may be deemed non-responsive and disqualify the Contractor.**

If the Contractor designates any portion of the RFP as confidential, the Contractor must submit one copy of the Bid Proposal from which the confidential information has been excised. This excised copy 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 Bid Proposal as possible.

If Iowa State (Prison) Industries receives a request for information marked confidential, written notice shall be given to the Contractor seven calendar days prior to the release of the information to allow the Contractor to seek injunctive relief pursuant to Section 22.8 of the Iowa Code.

Iowa State (Prison) Industries will treat the information marked confidential as confidential information only if a court of competent jurisdiction determines the information is confidential under Iowa Code Chapter 22 or other applicable law.

The Contractor's failure to request confidential treatment of material will be deemed by Iowa State (Prison) Industries as a waiver of any right to confidentiality the Contractor may have had.

**1.12 Copyrights**

By submitting a Bid Proposal, the Contractor agrees that Iowa State (Prison) Industries may copy the Bid Proposal for purposes of facilitating the evaluation of the Bid Proposal or to respond to requests for public records. The Contractor consents to such copying by submitting a Bid Proposal and warrants that such copying will not violate the rights of any third party. Iowa State (Prison) Industries shall have the right to use ideas or adaptations of ideas that are presented in the Bid Proposals.

**1.13 Release of Claims**

By submitting a Bid Proposal, the Contractor agrees that it will not bring any claim or cause of action against Iowa State (Prison) Industries based on any misunderstanding concerning the information provided herein or concerning Iowa State (Prison) Industries failure, negligent or otherwise, to provide the Contractor with pertinent information as intended by this RFP.

**1.14 Presentations**

Contractors may be required to make a presentation of the Bid Proposal. The presentation may occur at Iowa State (Prison) Industries offices or at the offices of the Contractor. The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of Iowa State (Prison) Industries. The presentation may include slides, graphics and other media selected by the Contractor to illustrate the Contractor's Bid Proposal. The presentation shall not materially change the information contained in the Bid Proposal.

**1.15 Evaluation of Bid Proposals Submitted**

Bid Proposals that are timely submitted and are not subject to disqualification will be reviewed as described in the REQUEST FOR PROPOSAL SUBMISSION DOCUMENT. Iowa State (Prison) Industries will not necessarily award any contract resulting from this RFP to the Contractor offering the lowest cost to Iowa State (Prison) Industries. Instead, Iowa State (Prison) Industries will award the contract(s) to the Responsible Contractor(s) whose Responsive Bid Proposal Iowa State (Prison) Industries believes will provide the best value to Iowa State (Prison) Industries.

**1.16 Award Notice and Acceptance Period**

Notice of intent to award the contract(s) will be sent to all Contractors submitting a timely Bid Proposal. Negotiation and execution of the contract(s) shall be completed no later than thirty (30) days from the date of the Notice of intent to award. If the apparent successful Contractor fails to negotiate and deliver an executed contract by that date, Iowa State (Prison) Industries, in its sole discretion, may cancel the award and award the contract to the remaining Contractor Iowa State (Prison) Industries believes will provide the best value to Iowa State (Prison) Industries.

**1.17 Choice of Law and Forum**

This RFP and the Resulting Contract are to be governed by the laws of the state of Iowa. Changes in applicable laws and rules may affect the award process or the resulting 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.

**1.18 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 to their activities and to comply with the

requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

**1.19 No Minimum Guaranteed**

Iowa State (Prison) Industries anticipates that the selected Contractor will provide goods and/or services as requested by Iowa State (Prison) Industries. Iowa State (Prison) Industries will not guarantee any minimum level of purchases.

**1.20 Appeals**

Appeals of the Letter of Intent to Award are governed by Iowa State (Prison) Industries Contractor appeal process. Contractors may obtain information about the appeal process from the Purchasing Agent.

**SECTION 2 FORM AND CONTENT OF BID PROPOSALS**

**2.1 Technical Proposal**

If stated in the Request for Proposal Submission Document the following documents and responses may be required, in the order given below:

**2.1.1 Table of contents**

The Contractor is encouraged to include a table of contents of its Bid Proposal.

**2.1.2 Executive Summary**

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

**2.1.3** Statements that demonstrate that the Contractor has read, understands and agrees with the terms and conditions of the RFP and the proposed contract.

**2.1.4** An overview of the Contractor's plans for complying with the requirements of this RFP.

**2.1.5** Any other summary information the Contractor deems to be pertinent.

**2.1.6 Specifications and Technical Requirements**

The Contractor shall address each requirement the RFP as provided for in that Section and explain how it will comply with each requirement. Bid Proposals must be fully responsive to each requirement. Merely repeating the requirements may be considered non-responsive and may disqualify the Contractor. Bid Proposals must identify any deviations from the requirements of this RFP or requirements the Contractor cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the Contractor cannot satisfy may disqualify the Contractor.

**2.2 Background Information.**

The following background information may be requested at a later date or as described in the **REQUEST FOR PROPOSAL SUBMISSION DOCUMENT.**

**2.2.1** Name, address, telephone number, fax number and e-mail address of the Contractor including all d/b/a's or assumed names or other operating names of the Contractor.

**2.2.2** Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.

**2.2.3** State of incorporation, state of formation, or state of organization.

**2.2.4** Identification and specification the location(s) and telephone numbers of the major offices and other facilities that relate to the Contractor's performance under the terms of this RFP.

**2.2.5** Local office address and phone number (if any).

**2.2.6** Number of employees.

**2.2.7** Type of business.

- 2.2.8 Name, address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning this Bid Proposal.
- 2.2.9 Name, address and telephone number of the Contractor's representative to contact regarding scheduling and other arrangements.
- 2.2.10 Name and qualifications of any subcontractors who will be involved with this project.
- 2.2.11 Identify the Contractor's accounting firm.
- 2.2.12 The successful Contractor will be required to register to do business in Iowa by completing the Vendor Registration forms. You may register online at: <http://das.gse.iowa.gov/procurement/index.html>.  
The successful Contractor is also required to complete the Vendor Application forms found on the Iowa State (Prison) Industries website at <http://www.iaprisonind.com> by selecting *Contact Us, Purchasing, Forms*.

## 2.3 Experience

The following experience information may be requested at a later date or as described in the **REQUEST FOR PROPOSAL SUBMISSION DOCUMENT**.

- 2.3.1 Number of years in business.
- 2.3.2 Number of years experience with providing the types of goods and/or services sought by the RFP.
- 2.3.3 Describe the level of technical experience in providing the types of goods and/or services sought by the RFP.
- 2.3.4 List all goods and/or services similar to those sought by this RFP that the Contractor has provided to other businesses or governmental entities.
- 2.3.5 Letters of reference from three (3) previous customers or clients knowledgeable of the Contractor's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

## 2.4 Personnel

The following personnel information may be requested at a later date or as described in the **REQUEST FOR PROPOSAL SUBMISSION DOCUMENT**.

The Contractor 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:

- 2.4.1 Full name.
- 2.4.2 Education.
- 2.4.3 Years of experience and employment history particularly as it relates to the requirements of the RFP.

## 2.5 Financial Information

The following financial information may be requested at a later date or as described in the **REQUEST FOR PROPOSAL SUBMISSION DOCUMENT**.

- 2.5.1 Submit audited financial statements for the last 3 years.
- 2.5.2 Provide a minimum of three (3) financial references.

## 2.6 Terminations, Litigation, Debarment

The following terminations, litigation and debarment information may be requested at a later date or described in the **REQUEST FOR PROPOSAL SUBMISSION DOCUMENT**.

- 2.6.1 During the last five (5) years, has the Contractor had a contract for goods and/or services terminated for any reason? If so, provide full details related to the termination.
- 2.6.2 During the last five (5) years, describe any damages or penalties or settlements to resolve disputes entered into by Contractor 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 RFP. 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 Contractor.
- 2.6.3 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 Contractor to engage in any business, practice or activity.
- 2.6.4 During the last five (5) years, list and summarize all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party. The Contractor 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 Proposal or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a Bid Proposal, and with respect to the successful Contractor after the execution of a contract, must be disclosed in a timely manner in a written statement to Iowa State (Prison) Industries.
- 2.6.5 During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the Contractor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.

## 2.7 Bid Proposal Security

The following bid proposal security information may be requested at a later date or as described in the **REQUEST FOR PROPOSAL SUBMISSION DOCUMENT**.

- 2.7.1 The Contractor shall submit a bid bond, certified or cashier's check, or an irrevocable letter of credit in favor of or made payable to Iowa State (Prison) Industries in the amount indicated on the RFP cover sheet. If the Contractor elects to use a bond, a surety licensed to do business in Iowa on a form acceptable to Iowa State (Prison) Industries must issue the bond. The Bid Proposal security shall be forfeited if the Contractor chosen to receive the contract withdraws its Bid Proposal after Iowa State (Prison) Industries issues a Letter of Intent to Award, does not honor the terms offered in its Bid Proposal, or does not negotiate contract terms in good faith. Security submitted by Contractors will be returned when the Bid Proposals expire, are rejected or Iowa State (Prison) Industries enters into a contract with the successful Contractor, whichever is earliest.

## 2.8 Reclaimed/Recycled Materials

A Reclaimed/Recycled Materials form as referenced below may be requested at a later date or as described in the **REQUEST FOR PROPOSAL SUBMISSION DOCUMENT** as ATTACHMENT #3.

**Attachment #3**

**Reclaimed/Recycled Materials**

If the items in your solicitation response do not contain reclaimed material, check here (  ).

If your response to this solicitation is for goods that contain recycled or reclaimed materials, you must complete the statement of reclaimed/recycled materials below.

**Statement of Reclaimed/Recycled Materials**

Complete and return this sheet with your bid response.

Identify below, by item number, any products quoted in response to this solicitation that contain reclaimed or recycled material. Indicate what type of reclaimed or recycled material (i.e., oils, plastics, compost material, aggregate, paper, solvents, soybean based ink, rubber or other material) has been incorporated. State the percentage of reclaimed material by product.

Item No.	Product	Type of Reclaimed Material	Percentage of Reclaimed Material

By submitting a solicitation response, the vendor certifies the items offered for sale herein do not include any foam products (polystyrene) manufactured with chlorofluorocarbons, when such items are specified for use as food product containers.



## SECTION 3 EVALUATION AND SELECTION

### 3.1 Introduction

Iowa State (Prison) Industries will not necessarily award any contract resulting from this RFP to the Contractor offering the lowest cost to Iowa State (Prison) Industries. Instead, Iowa State (Prison) Industries will award the contract to the Responsible Contractor whose Responsive Bid Proposal Iowa State (Prison) Industries believes will provide the best value to Iowa State (Prison) Industries.

### 3.2 Evaluation Committee

Iowa State (Prison) Industries intends to conduct a comprehensive, fair, and impartial evaluation of Bid Proposals received in response to this RFP. Iowa State (Prison) Industries will use an evaluation committee to review and evaluate the Bid Proposals.

### 3.3 Preferences

**3.3.1** In accordance with the provisions of Iowa Code § 73.1 a preference will be given to products and provisions grown and coal produced within the State of Iowa, when they are found in marketable quantities in the State and are of a quality reasonably suited to the purpose intended, and can be secured without additional cost over foreign products or products of other states. Preferences required by applicable statute or rule shall also be applied, where appropriate.

**3.3.2** Whenever a tie involves an Iowa vendor and a vendor outside the state of Iowa, the Iowa vendor will receive preference. Whenever a tie involves one or more Iowa vendors and one or more vendors outside the state of Iowa, the drawing will be held among the Iowa vendors only. Tied bids involving Iowa-produced or Iowa-manufactured products and items produced or manufactured outside the state of Iowa will be resolved in favor of the Iowa product.

In the event of a tied bid between Iowa vendors, the department shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the vendors have complied with ESGR standards. Preference, in the case of a tied bid, shall be given to Iowa vendors complying with ESGR standards.

An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the vendors who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

### 3.4 Evaluation Criteria

In evaluating proposals received Iowa State (Prison) Industries may use any or all of the following criteria. Evaluation criteria for the specific proposal will be described in the REQUEST FOR PROPOSAL SUBMISSION DOCUMENT.

**3.4.1** Demonstrated ability to enhance and/or expand \_\_\_\_\_ at Iowa State (Prison) Industries.

**3.4.2** Cost of goods and/or services to Iowa State (Prison) Industries.

**3.4.3** Creativity and proposed innovative techniques that will extend or broaden the scope of \_\_\_\_\_ activities.

**3.4.4** Contractor's professional experience and performance record

- 3.4.5 Satisfactory performance on previous and present contracts that is similar in scope to the subject of this RFP.
- 3.4.6 Financial stability of Contractor;
- 3.4.7 Overall track record and reputation in the relevant industry.
- 3.4.8 Compliance with all terms, conditions, and proposal format.
- 3.4.9 Exceptions to terms and conditions.
- 3.4.10 Staffing proposals.
- 3.4.11 Results of any requested oral presentations or site visits.
- 3.4.12 References.
- 3.4.13 Contractor's proposed transition plan.
- 3.4.14 Demonstrated quality of proposed services and/or products.
- 3.4.15 Plans for assurance of high quality service to Iowa State (Prison) Industries.
- 3.4.16 Ability to integrate with Iowa State (Prison) Industries administrative applications.
- 3.4.17 Compliance with Iowa State (Prison) Industries information security policies.
- 3.4.18 Promotional Allowances.
- 3.4.19 Discounts.
- 3.4.20 Payment Terms.

## SECTION 4 CONTRACTUAL TERMS AND CONDITIONS

### 4.1 Contract Terms and Conditions

The contract(s) that Iowa State (Prison) Industries expects to award as a result of this RFP will be based upon the Bid Proposal submitted by the successful Contractor and the RFP. The contract between Iowa State (Prison) Industries and the successful Contractor shall be a combination of the specifications, terms and conditions of the RFP, the contract terms and conditions contained at the web-address indicated on the RFP cover sheet, the offer of the Contractor contained in the Bid Proposal, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by Iowa State (Prison) Industries, except that no objection or amendment by a Vendor to the RFP requirements shall be incorporated by reference into the Contract unless Iowa State (Prison) Industries has explicitly accepted the Contractor'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 resulting 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 and the potential resulting contract. Contractors should plan on the contract terms and conditions contained at the web-address indicated on the RFP cover sheet being included in any contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in any pricing quoted by the Contractor.

**By submitting a Bid Proposal, each Contractor acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in its Bid Proposal. If a Contractor takes exception to a provision, it must state the reason for the exception and set forth in its Bid Proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the State, in its sole discretion, resulting in possible disqualification of the Bid Proposal. Iowa State (Prison) Industries reserves the right to either award a contract(s) without**

further negotiation with the successful Contractor or to negotiate contract terms with the selected Contractor if the best interests of Iowa State (Prison) Industries would be served.

**4.2 Contract Length**

The term of the contract will begin and end on the dates indicated on the RFP cover sheet.

Iowa State (Prison) Industries 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.

**4.3 Insurance**

The resulting contract may require the successful Contractor to maintain insurance coverage(s) in accordance with the contractual provisions. If insurance coverage is required it will be identified in the REQUEST FOR PROPOSAL SUBMISSION DOCUMENT.

**4.4 Performance Bond**

The resulting contract may require the Contractor to post a performance bond. If a performance bond is required it will be identified in the REQUEST FOR PROPOSAL SUBMISSION DOCUMENT.