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| A logo of a law firm  Description automatically generated | Iowa Judicial Branch1111 East Court Avenue | Des Moines, IA 50319 |

**Request for Proposals**

**Professional Design Services**

**RFP COVER SHEET**

|  |  |  |  |
| --- | --- | --- | --- |
| **RFP Number** | JBFSS2425B | **Title of RFP** | Iowa Judicial Branch Building Chiller Replacement |
| **Agency** | Iowa Judicial Branch |
| **Project Description** | The State of Iowa Judicial Branch is seeking professional design services for evaluation and replacement of the Centrifugal Water Chiller located at the Iowa Judicial Branch Building, 1111 East Court Avenue, Des Moines, Iowa 50319. |
| **State Issuing Officer:**Jim EvansDirector of State Judicial Facilities, Safety, and SecurityIowa Judicial Branch Building1111 East Court Avenue, Des Moines, IA 50319-0105(515) 348-4884jim.evans@iowacourts.gov |  |
|   |
| **PROCUREMENT TIMETABLE—Event or Action** | **Date/Time (Central Time)** |
| State Posts Notice of RFP  | June 11, 2025 |
| State Issues RFP | June 13, 2025 |
| Pre-Proposal Conference Location and Address:Is Pre-Proposal Conference mandatory? YesIf a map is needed, contact the Issuing Officer. | June 18, 2025, at 10:00 amIowa Judicial Branch Building1111 East Court AvenueDes Moines, Iowa 50319 |
| Questions, requests for clarification, and suggested changes from Respondents due to Construction Procurement | June 25, 2025, at 1:00 pm |
| **Proposals Due:****Proposals Due Time:** | **June 30, 2025****10:00 am** |
| Anticipated Date to issue Notice of Intent to Award | Week of June 30, 2025 |
| Anticipated Date to execute contract | Week of June 30, 2025 |
| **Relevant Websites** |
| Website where Addenda to this RFP will be posted | [http://bidopportunities.iowa.gov](http://bidopportunities.iowa.gov/)[https://www.iowacourts.gov/for-the-public/rfp](https://nam12.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.iowacourts.gov%2Ffor-the-public%2Frfp&data=05%7C02%7CJim.Evans%40iowacourts.gov%7C3868a5ee2fa546f2a37008dd5a6604f8%7Cb889a26811e540a39d38776a1eec5c26%7C0%7C0%7C638766116390255692%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=jp%2FexrAF5bDto3H0nlZlzCvqEnI5%2BFFVSYuw%2BBf4IUA%3D&reserved=0) |
|   |
| Website where contract terms and conditions are posted <https://www.iowacourts.gov/static/media/cms/General_TermsIJB_Services_Contracts_FAA0F7505A5D5.pdf>[https://www.iowacourts.gov/for-the-public/rfp](https://nam12.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.iowacourts.gov%2Ffor-the-public%2Frfp&data=05%7C02%7CJim.Evans%40iowacourts.gov%7C439cf799ba9d4a0ca3fd08dd5b508e38%7Cb889a26811e540a39d38776a1eec5c26%7C0%7C0%7C638767123729913517%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=cVaqI7X0%2F5Fn4XoXN98MNSr%2FirwbPygyfyNbTYP3c%2F0%3D&reserved=0) |
|   |
| Number of Copies of Proposals Required to be Submitted: 5 paper, 1 Digital |
| **Firm Proposal Terms**The minimum number of days following the deadline for submitting Proposals that the firm guarantees all proposal terms, including price, will remain firm is 120 Days. |

**SCHEDULE**

The Iowa Judicial Branch is seeking a firm that can commence work upon execution of a contract. Time is of the essence.

|  |  |
| --- | --- |
| Execution of Contract and kick off meeting | Week of June 30, 2025 |
|  |  |
| 100% Design Development Documents, Project schedule and Cost Opinion  | To be determined by Designer |
| 100% Construction Documents to remove and replace existing chiller | To be determined by Designer  |
|  Vendor bidding  | To be determined by Designer |
|  Execution of chiller vendor contract documents |  To be determined by Designer |
|  Procurement of replacement chiller |  To be determined by Designer |
| Construction | To be determined by Designer |
|   |  |
| **Close out \*** | **March 1, 2026** |

 \* Confirmed *dates will be dependent on equipment, procurement and delivery.*

# Introduction

## 1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to IJB, as identified on the RFP cover sheet. IJB intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and IJB, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

## 1.2 Definitions

For the purposes of this RFP and the resulting contract, the following terms are defined.

**“Proposal”** means the Respondent’s proposal submitted in response to the RFP.

**“Contract”** means the contract(s) entered with the Respondent(s) as described in section 6.

**“Contractor”** means the awarded business/person to provide the contractual services agreed upon.

**“General Terms and Conditions”** shall mean the General Terms and Conditions for a Design Services Contract as referenced on the RFP cover page.

“**IJB**” shall mean Iowa Judicial Branch.

**“Respondent”** means the company, organization or other business entity submitting a proposal in response to this RFP.

**“Responsible Respondent”** means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, IJB may consider various factors including, but not limited to, the Respondent’s competence and qualifications to provide the goods or services requested, the Respondent’s integrity and reliability, the past performance of the Respondent and the best interest of IJB and the State.

**“Responsive Proposal”** means a Proposal that complies with the material provisions of this RFP.

**“RFP”** means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

**“State”** means the State of Iowa, IJB, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

“**Vendor**” means anyone who provides goods or services to another entity.

## 1.3 Overview of the RFP Process

The RFP process is for IJB’s benefit and is intended to provide IJB with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Respondent should review Attachment 3, Form 22 Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked “Confidential” or “Proprietary” on every page may be disqualified.

Respondents will be required to submit their Proposals in hardcopy and on digital media (i.e. CD, USB drive, etc.). It is IJB’s intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

## 1.4 Project Description

The Iowa Judicial Branch is currently seeking services from qualified firms for a project consisting of review, evaluation, design, specify, procurement, and replacement of the existing chiller at the Iowa Judicial Branch Building. The existing chiller is a Trane Centrifugal Water Chiller Model #CVHE0450 installed in 2002. (see attached photos)

#### 1.4.1 Design services to include:

* Collect all required information to design, specify, procure, and implement the removal and installation of the chiller and associated components, including calculating load requirements to confirm chiller sizing.
* Develop the scope of work, bidding documents, construction budget, construction administration (including responses to RFIs, review of submittals, approval of pay estimates, and regular onsite quality checks), develop a schedule for the procurement of the new chiller and removal and installation to replace the existing chiller with a completion date no later than the need for cooling estimated to be March 1, 2026. The design shall include development and completion of drawings and technical specification sections, including test and balancing specifications.
* Coordinate the design of the new chiller with State of Iowa Judicial Branch staff and manufacturer representatives. Provide design specifications for the new chiller as a priority to allow for procurement of the chiller prior to the construction process.
* Design should allow for integration into existing building automation systems.
* Analyze and present options for systems optimization as well as energy and cost savings. Identify all applicable rebate programs.
* Develop a scope of work to facilitate the owner’s use of the surrounding space throughout the construction phase.
* Attending a kick-off design meeting onsite to discuss the desired outcome of the project with the Owner Representative, and Owner’s maintenance staff.
* Collect and provide meeting minutes from the design kick off and design review meetings.
* Verify that all final drawings/models by the firm will be turned over to the State of Iowa Judicial Branch in the end in their native computer format. Any ASI’s/RFI’s/PR’s and addendums will be expected to be incorporated before final posting.
* Verify Quality control during design, procurement, preconstruction and construction.
* Participate with the project team during construction progress meetings.
* Coordinate with the State Fire Marshal’s office for energy code review and approval of plans or exemption from review. All fees associated with the State Fire Marshall’s office are the responsibility of the designer.
* Design and completion of State Building and Energy Code Documents, if applicable.
* Complete other services agreed to by the respondent.

### 1.4.2 The Firm will perform all Construction administration, including creation of the submittal and closeout items log, review of and responses to submittals and closeout documentation, RFIs, proposal requests, change orders, pay applications, periodic site visits, attendance at project meetings as required, participation / development of contractor punch list, closeout documentation review and approval, certificates of substantial completion, and certificates of final completion, as well as development of Architectural Supplemental Instructions for design revisions, and punch lists.

1.4.3 Participate with project team during construction progress meetings as required. Designers shall participate in conference calls as needed during the construction period.

1.4.4 Field Observation reports, with photos, submitted for each site inspection within five (5) days of the site visit.

1.4.5 Acknowledge that all documents and all related intellectual property will be owned and are copyright to the State of Iowa and shall be turned over to the State of Iowa in their native computer format. Any ASIs/RFIs/PRs and addendums will be expected to be incorporated before final posting. Both the native computer format and PDF versions shall be uploaded to the construction management software program at the end of the project.

1.4.6 The Iowa Judicial Branch (Judicial) requests lump sum pricing for this RFP, with the lump sum base scope price being inclusive of all reimbursables, such as printing, mileage and travel expenses. Judicial requests the fee proposal from the respondents to this RFP be broken down as follows. These breakdown prices will be used as the schedule of values for billing purposes.

* + - * Design Development and Cost Opinion
			* 100% Construction Documents
			* Vendor Bidding process and contract development
			* Chiller selection and procurement
			* Existing Chiller removal and installation of new chiller
			* Project completion prior to April 1, 2026 and close out

Site visits are required. Design kick off/Building evaluation, 100% design development document review meeting, Pre-bid meeting, Construction Field Observations, Substantial completion/punch list development, Punch list/Final Completion approval, and one year warranty correction period visit. Beyond these site visits, each firm shall provide additional visits as they see fit to complete the work of design.

# Administrative Information

## 2.1 Issuing Officer

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

## 2.2 Restriction on Communication

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

## Downloading the RFP from the Internet

The RFP document and any addenda to the RFP will be posted at: <https://www.iowacourts.gov/for-the-public/rfp>

[http://bidopportunities.iowa.gov](http://bidopportunities.iowa.gov/)

The Respondent is advised to check the website periodically for Addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

## 2.4 Procurement Timetable

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

## 2.5 Pre-Proposal Conference

A pre-proposal conference will be held at the date, time, and location listed on the RFP cover sheet. The purpose of the pre-proposal conference is to discuss with prospective Respondents the work to be performed and allow prospective Respondents an opportunity to ask questions regarding the RFP. Oral discussions at the pre-proposal conference shall not be considered part of the RFP unless confirmed in writing by IJB 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 all Respondents who submit a letter of intent to bid and will be posted in the form of an addendum at: <http://bidopportunities.iowa.gov/>. [http://bidopportunities.iowa.gov](http://bidopportunities.iowa.gov/)

If the RFP cover sheet indicates the pre-proposal conference is mandatory, IJB shall reject Proposals submitted by Respondents who do not attend the pre-proposal Conference.

## 2.6 Questions, Requests for Clarification, and Suggested Changes

Respondents are invited to submit written questions and requests for clarification regarding the RFP. The questions or requests for clarification must be in writing and received by the Issuing Officer before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions or requests for clarifications pertain to a specific section of the RFP, the Respondent shall reference the page and section number(s). IJB will send written responses to questions and requests for clarifications received from Respondents on or before the date listed on the RFP cover sheet. IJB’s written responses will become an addendum to the RFP.

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

## 2.7 Amendment to the RFP

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

## 2.8 Amendment and Withdrawal of Proposal

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

## 2.9 Submission of Proposals

IJB must receive the Proposal at the Issuing Officer’s address identified on the RFP cover sheet no later than the Proposals Due Date and Proposal Due Time listed on the RFP cover sheet, unless such date and time is extended by IJB, at its sole discretion, through the issuance of an addendum to this RFP. Respondents mailing Proposals must allow ample delivery time to ensure timely receipt of their Proposals. It is the Respondent’s responsibility to ensure that the Proposal is received no later than the Proposals Due Date and Proposals Due Time. Postmarking by the due date or guaranteed or expected delivery by courier will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

Respondents must furnish all the information necessary to enable IJB to evaluate the Proposal. Oral information provided by the Respondent shall not be considered part of the Respondent's Proposal unless it is reduced to writing.

## 2.10 Proposal Opening

IJB will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Evaluation Committee has reviewed all the Proposals submitted in response to this RFP and IJB has issued a Notice of Intent to Award a Contract. See *Iowa Code Section 72.3*. However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

## 2.11 Costs of Preparing the Proposal

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

## 2.12 No Commitment to Contract

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

## 2.13 Rejection of Proposals

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

1. The Respondent fails to deliver the cost proposal in a separate envelope.
2. The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
3. The Respondent's Proposal changes the material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
4. The Respondent’s Proposal limits the rights of IJB.
5. The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.
6. The Respondent fails to timely respond to IJB's request for information, documents, or references.
7. The Respondent fails to include Proposal Security, if required.
8. The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
9. The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
10. The Respondent initiates unauthorized contact regarding the RFP with state employees.
11. The Respondent provides misleading or inaccurate responses.
12. The Respondent’s Proposal is materially unbalanced.
13. There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by IJB from other sources) to satisfy IJB that the Respondent is a Responsive Respondent.
14. The Respondent alters the language in Attachment 1: Certification Letter or Attachment 2: Authorization to Release Information letter.

## 2.14 Nonmaterial Variances

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

## 2.15 Reference Checks

IJB reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Respondent’s qualifications and the qualifications of any subcontractor identified in the Proposal.

## 2.16 Information from Other Sources

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

## 2.17 Verification of Proposal Contents

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

## 2.18 Proposal Clarification Process

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

## 2.19 Disposition of Proposals

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

## 2.20 Public Records and Requests for Confidential Treatment

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

### 2.21 Form 22 Request for Confidentiality

Form 22 must be completed and included with the respondent’s proposal. Completion and submitting Form 22 is required whether the proposal does or does not contain information for which confidential treatment will be requested. Failure to submit a completed Form 22 will result in the proposal being considered non-responsive and not evaluated.

### 2.22 Confidential Treatment Is Not Requested

A Respondent not requesting confidential treatment of information contained in its Proposal shall complete Section I of Form 22 and submit Form 22 with the Proposal.

### 2.23 Confidential Treatment of Information is Requested

A Respondent requesting confidential treatment of specific information shall perform the following:

1. Complete Section II of Form 22,
2. Conspicuously mark the outside of its Proposal as containing confidential information,
3. Mark each page upon which the Respondent believes confidential information appears and clearly identify each item for which confidential treatment is requested; *marking a page in the page margin is not sufficient identification*, and
4. Submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent:

1. Enumerates the specific grounds in Iowa Code chapter 22 or other applicable law that supports treatment of the material as confidential,
2. Justifies why the material should be maintained in confidence,
3. Explains why disclosure of the material would not be in the best interest of the public, and
4. Sets forth the name, address, telephone, and email for the person authorized by Respondent to respond to inquiries by IJB concerning the confidential status of such material.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.

Failure to request information to be treated as confidential as specified herein shall relieve IJB and state personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to pricing information and transmittal letters. A Respondent’s request for confidentiality that does not comply with this section or a Respondent’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Respondent’s Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.

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

## 2.24 Copyright Permission

By submitting a Proposal, the Respondent agrees that IJB may copy the Proposal for purposes of facilitating the evaluation of the Proposal or responding to requests for public records. By submitting a Proposal, the Respondent consents to such copying and warrants that such copying will not violate the rights of any third party. IJB shall have the right to use ideas or adaptations of ideas that are presented in the Proposals.

## 2.25 Release of Claims

By submitting a Proposal, the Respondent agrees that: (a) IJB and the State shall not be liable to any extent for any information, facts or data (or the completeness or accuracy thereof) provided in the RFP or for any information, facts or data that may be omitted from the RFP, regardless of whether such inaccurate, incomplete or omitted information or data would be considered material or relevant to a Respondent for purposes of making an informed decision to either submitting a proposal or entering into a contract if awarded to a successful Respondent; and (b)it will not bring any claim or cause of action against IJB or the State based on any misunderstanding concerning the information provided in the RFP or concerning IJB's or the State’s failure, negligent or otherwise, to provide the Respondent with complete, pertinent, or accurate information in this RFP or for any failure to provide information that any Respondent might consider relevant for purposes of making a decision to submit a proposal or to enter into any contract resulting from this RFP.

# Form and Content of Proposals

## 3.1 Instructions

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

#### 3.1.1 Specifications

The Proposal shall be typewritten on 8.5" x 11" paper and sent in a sealed envelope. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. ***The Technical Proposal and the Cost Proposal shall be labeled as such and placed in a separate sealed envelope.***

**All cost information MUST be contained ONLY in the Cost Proposal and NOT included in the Technical Proposal.**

The envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

RFP Number: JBFSS242025

RFP Title: Iowa Judicial Branch Building Chiller Replacement

Issuing Officer: James (Jim) Evans

Lead IJB Address: 1111 East Court Avenue, Des Moines, Iowa 50319

***Six copies, (5) paper and one (1) digital, of the Proposal shall be submitted timely to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.***

#### 3.1.1.1 Technical Proposal Envelope Contents

1. Original Technical Proposal and any copies Public Copy (if submitted)
2. Technical Proposal on digital media
3. Electronic Public Copy on same digital media (if submitted)

### 3.1.2 Cost Proposal Envelope Contents

1. Original Cost Proposal
2. Cost Proposal on separate digital media

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

### 3.1.3 Confidential Information

If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked “Public Copy”.

### 3.1.4 Promotional or Display Materials

Proposals shall not contain promotional or display materials.

### 3.1.5 Attachments

Attachments shall be referenced in the Proposal.

### 3.1.6 If a Respondent Proposes Multiple Solutions

If a Respondent proposes more than one solution to the RFP specifications, each shall be labeled and submitted separately, and each will be evaluated separately.

## 3.2 Technical Proposal

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

### 3.2.1 Transmittal Letter (Required)

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

### 3.2.2 Table of Contents

The Respondent shall include a table of contents of its Proposal and submit the response checklist of submittals per Attachment #5.

### 3.2.3 Executive Summary

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

1. Statements that demonstrate that the Respondent has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 5.
2. An overview of the Respondent’s plans for complying with the specifications of this RFP.
3. Any other summary information the Respondent deems to be pertinent.
4. Mandatory Specifications and Scored Technical Specifications

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

### 3.2.4 Vendor Background Information

The Respondent shall provide the following general background information:

1. Name, address, telephone number, fax number and email address of the Respondent including all d/b/a’s or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
2. Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company
3. State of incorporation, state of formation, or state of organization. ￼
4. The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent’s performance under the terms of this RFP.
5. Number of employees.
6. Type of business.
7. Name, address and telephone number of the Respondent’s representative to contact regarding all contractual and technical matters concerning the Proposal.
8. Name, address and telephone number of the Respondent’s representative to contact regarding scheduling and other arrangements
9. Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would provide.
10. Respondent’s accounting firm.
11. The successful Respondent will be required to register to do business in Iowa before payments can be made.

For vendor registration documents, go to: <https://das.iowa.gov/procurement/vendors/how-do-business>

### 3.2.5 Experience

The Respondent must provide the following information regarding its experience:

1. Number of years in business.
2. Number of years of experience with providing the types of goods and/or services sought by the RFP.
3. The level of technical experience in providing the types of goods and/or services sought by the RFP.
4. A list of all goods and/or services like those sought by this RFP that the Respondent has provided to other businesses or governmental entities.
5. Letters of reference from three (3) previous customers or clients knowledgeable of the Respondent’s performance in providing goods and/or services like the goods and/or services described in this RFP and a contact person and telephone number for each reference.
6. Personnel.

The Respondent 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:

1. Full name.
2. Education.
3. Years of experience and employment history particularly as it relates to the specifications of the RFP.

### 3.2.6 Termination, Litigation, Debarment

The Respondent must provide the following information for the past five (5) years:

1. If the Respondent has a contract for goods and/or services terminated for any reason, provide full details regarding the termination.
2. Describe any damages or penalties assessed against or dispute resolution settlements entered by the Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including the dollar amount of damages, penalties, and settlement payments.
3. Describe any order, judgment, or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice, or activity.
4. A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
5. Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities.

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

### 3.2.7 Criminal History and Background Investigation

The Respondent hereby explicitly authorizes IJB to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners, and supervisory personnel who will be involved in the performance of the Contract.

### 3.2.8 Acceptance of Terms and Conditions

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP, and the General Terms and Conditions linked on the RFP cover sheet without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must:

1. Identify it by page and section number.
2. State the reason for the exception;
3. Set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision; and
4. Comply with all the requirements set forth in Section 6 of this RFP. If Respondent’s exceptions or responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, IJB may reject the Proposal, in its sole discretion.

### 3.2.9 Certification Letter

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

### 3.2.10 Authorization to Release Information

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

### 3.2.11 Firm Proposal Terms

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

## 3.3 Cost Proposal

**The Respondent shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services. All cost information MUST be contained ONLY in the Cost Proposal and NOT included in the Technical Proposal.** The Respondent must also complete and include Attachment # 4 – Cost Proposal Form with its Cost Proposal.

### 3.3.1 Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract.

#### 3.3.1.3 State Warrant

The State of Iowa's warrant drawn up on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department.

### 3.3.2 Payment Terms

Per Iowa Code 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Vendor/Respondent.

### 3.3.3 Respondent Discounts

Respondents shall state in their Cost Proposals whether they offer any payment discounts.

# Evaluation And Selection

## 4.1 Introduction

This section describes the evaluation process used to determine which Proposal(s) provides the greatest value to IJB. IJB will not necessarily award the Contract to the Respondent offering the lowest cost to IJB. Instead, IJB will award the Respondent whose Responsive Proposal IJB believes will provide the best value to the State.

## 4.2 Evaluation Committee

IJB will evaluate Proposals received in response to this RFP. IJB will use an evaluation committee to review and evaluate the Proposals. The evaluation committee will recommend an award based on the results of their evaluation to IJB or to such other person or entity who must approve the recommendation.

IJB’s Evaluation Committee, or a subset of the Evaluation Committee, will initially review and evaluate each proposal received to determine the Respondent’s ability to meet the RFP requirements.

IJB may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth below.

IJB reserves the right to cancel this RFP at any time or reject any or all proposals received because of this RFP if it is in the best interest of IJB.

## 4.3 Cost Proposal Scoring

The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any Contractor presentations. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored. Cost Proposal pricing will be scored based on a ratio of the lowest cost proposal versus the cost of each higher priced Contractor Proposal. Under this formula, the lowest Cost Proposal receives all points assigned to pricing. A Cost Proposal twice as expensive as the lowest Cost Proposal would earn half of the available points. Percentages and points will be rounded to the nearest whole value. The formula is:

**Weighted Cost Score = (price of lowest Cost Proposal/price of each higher priced Cost Proposal) X (points assigned to pricing)**

**Example:**

Contractor A quotes $35,000; Contractor B quotes $45,000 and Contractor C quotes $65,000.

Contractor A: $35,000 = receives 100% of available points for cost.

 $35,000

Contractor B: $35,000 = receives 78% of available points for cost.

 $45,000

Contractor C: $35,000 = receives 54% of available points for cost.

$65,000

**Total Points Assigned to Cost:**

## 4.4 Total Scores

Each Contractor’s Technical Proposal points will be added to its Cost Proposal points to obtain the total points awarded for the Contractor’s Proposal.

## 4.5 Tied Score and Preferences

### 4.5.1 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 Respondents 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.

### 4.5.2 Notwithstanding the foregoing, if a tied score involves an Iowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied score involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.

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

### 4.5.4 Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.

### 4.5.5 Preferences required by the applicable statute or rule shall also be applied, where appropriate.

# 5. Contractual Terms and Conditions

## 5.1 Contract Terms and Conditions

Any contract(s) resulting from this RFP between IJB and any Respondent(s) selected by IJB shall be a combination of the specifications, terms and conditions referenced in this RFP, including without limitation, the General Terms and Conditions referenced and linked to on the RFP cover page, the offer of the Respondent contained in the Respondent’s proposal (excluding any exceptions taken by Respondent in accordance with this Section 6 that are not accepted by IJB specifically in writing and contained in an executed agreement), written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by IJB.

IJB reserves the right to either award a contract without further negotiation with any successful Respondent(s) or to negotiate contract terms with any selected Respondent(s) if the best interests of IJB would be served. No exception or proposed amendment by a Respondent to the provisions or terms and conditions of this RFP, including the General Terms and Conditions, shall be incorporated into any resulting Contract unless IJB has explicitly accepted the Respondent’s exception or amendment in writing in the resulting Contract.

All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by Respondent.

By submitting a proposal, each Respondent acknowledges its complete acceptance of the terms, conditions, and specifications contained in this RFP, including the General Terms and Conditions, except as otherwise expressly stated in its Proposal.

If a Respondent takes exception to any terms, conditions, specifications or other provisions of this RFP (including those set forth in the General Terms and Conditions), it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to substitute in place of the excepted provision(s).

If a Respondent takes exception to any term, condition, or provisions contained in the General Terms or Condition or this RFP, the Respondent must produce a redlined draft of such terms, conditions, or provisions, and such redlined draft must clearly reflect all of Respondent’s exceptions thereto and all alternative language or other changes that Respondent specifically proposes to make.

Exceptions and/or proposed changes that materially change the terms, conditions, specifications, or provisions of the RFP (including those in the General Terms and Conditions) may be deemed non-responsive by IJB, as determined in its sole discretion, resulting in possible disqualification of the Respondent’s proposal.

A Respondent’s failure to state an exception to any term, condition, requirement, or other provision of this RFP (including those contained in the General Terms and Conditions) and propose alternative language in accordance with this Section 6.1 may be conclusively deemed by IJB to constitute Respondent’s acceptance thereof.

Any term, condition, provision, or requirement to which a Respondent fails to take exception and propose changes and/or alternative language in accordance with this Section 6.1 will not be subject to negotiation.

***In addition, terms and conditions like or like those described in Section 6.2 below are unacceptable to IJB and will not be subject to negotiation.***

A Respondent may not take exception to all provisions or terms in this RFP or the General Terms and Conditions.

A Respondent may not state that it takes exception to any or all terms, conditions, requirements, or other provisions of the RFP (including those contained in the General Terms and Conditions) to the extent any of the foregoing conflict with any terms or conditions contained in the Respondent’s standard form contracts.

If a Respondent fails to follow the process described herein, IJB may reject the Respondent’s Proposal, in IJB’s sole discretion.

***IJB reserves the right to refuse to enter into a contract with the successful Respondent for any reason, even after delivery of notice of selection or intend to award or negotiate a contract. IJB further reserves the right to negotiate contract terms with the successful Respondent if the best interests of the State would be served.***

IJB will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the RFP or Terms and Conditions by Respondent. Once a Proposal has been identified as the one for which an Award recommendation has been made, but prior to notifying Respondents of the decision, IJB, in its sole discretion, may consider any proposed modifications to the terms and conditions of the RFP or Terms and Conditions identified in that Proposal. IJB reserves the right to either award a Contract(s) without further negotiation with the successful Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served. As such, if any proposed modifications are not determined to be in the best interests of the State, or appear to pose a substantial impediment to reaching agreement, IJB may, in its sole discretion:

1. Issue a Notice of Intent to Award in favor of the successful Respondent but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by Respondent in its Proposal.

2. Issue a Notice of Intent to Award in favor of the successful Respondent and may identify in the Notice proposed modifications to terms and conditions identified by Respondent in its Proposal with which IJB will or will not agree or further negotiate.

3. Enter open-ended negotiations with the successful Respondent, provided that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Respondent in its Proposal.

4. Change IJB’s recommendation for the Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to IJB.

Any ambiguity, vagueness, inconsistency, or conflict, internal to such modification(s) or arising when read with other parts of the Contract, shall be construed in favor of the State. Only those proposed modifications identified in the Notice of Intent to Award issued by IJB as terms and conditions with which IJB will agree, or agrees to after further negotiations, shall be part of the Contract. The State may ignore all modifications or exceptions proposed by a Respondent, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a final Contract between the parties. By executing and submitting its Proposal in response to this RFP, Respondent understands and agrees that the State may exercise its discretion not to consider any or all proposed modifications or exceptions Respondent may request and may accept Respondent’s proposal under the terms and conditions contained in this RFP and the General Terms and Conditions.

## 5.2 Unacceptable/non-negotiable Contract Terms and Conditions

Notwithstanding anything in this RFP to the contrary, the Respondent acknowledges and agrees that the following types of contract provisions will not be accepted or negotiated by IJB:

1. Provisions that require IJB to indemnify and/or defend a Respondent (or any affiliate, director, employee, owner, shareholder, contractor, subcontractor, or agent of a Respondent) regardless of whether the provision uses the words “indemnify” or “indemnity”.
2. Indemnification provisions (under which the Respondent is obligated to indemnify IJB for certain claims) that authorize the Respondent to defend IJB and have sole control over the defense and settlement of any claims against IJB.
3. Provisions requiring IJB to consent to jurisdiction or venue in the courts of any state or jurisdiction other than the State of Iowa.
4. Provisions specifying that the laws of a state or jurisdiction other that Iowa shall govern the contract or the equivalent.
5. Provisions that disclaim or limit the liability of, or claims that may be brought against, the Respondent, or any other provisions that otherwise limit the ability of IJB or the State to recover any type of damages or seek any contractual, legal, equitable or other available remedies from or against the Respondent or any affiliate or subcontractor of the Respondent.
6. Provisions that provide for sole and exclusive remedies or which otherwise limit any remedies or legal recourse that may be available to IJB or the State.
7. Provisions that limit the period during which IJB or the Iowa Attorney General’s office may bring an action against the Respondent or other parties/third parties, or provisions requiring IJB to waive other rights relative to seeking legal recourse, such as waiver of jury trial.
8. Confidentiality or nondisclosure provisions that are contrary to applicable laws such as Iowa Code Chapter 22 (Open Records) or create obligations that conflict with IJB’s duties and obligations under applicable laws, including, without limitation, Iowa Code Chapter 22.
9. Provisions that would prevent or restrict IJB from disclosing or disseminating records that constitute public records under Iowa Code chapter 22 (or which contain definitions of confidential information that include information or records that IJB would not be able to treat confidentially pursuant to Iowa Code Section 12.7 or other applicable law).
10. Provisions that would prevent IJB from disclosing documents, records or information that IJB is required to disclose pursuant to court order, subpoena, or other legal process.
11. Payment and interest provisions (for overdue payments or late fees) that are inconsistent with or conflict with the Iowa Code Section 8A.514 and other applicable laws, rules and procedures.
12. Provisions that would require IJB to make or pledge any assets, monies, accounts and/or of IJB as collateral or subject any assets, receivables, equipment, or property of IJB to any liens, security interests, rights of set off or recoupment in favor of the Respondent.
13. Provisions that would require IJB to waive any immunity to suit or liability or waive sovereign or governmental immunity, or any defenses available to it under Iowa or Federal law (this is not intended to eliminate waivers of immunity that presently exist via statute (e.g., Chapter 669 relating to tort claims) or case law (e.g., the state, by entering into a contract, waives its defense of governmental immunity and may be sued for breach of contract).
14. Provisions that obligate IJB to pay or reimburse Respondent or a third party for attorney fees or costs of enforcement incurred by Respondent or the third party.
15. Provisions that might obligate IJB to pay amounts for items or claims that exceed IJB’s appropriation or legally available funds.
16. Provisions that require IJB to pay any taxes, duties or tariffs (the state is tax exempt).
17. Provisions that entitle Respondent to equitable or injunctive relief without Respondent having to satisfy any applicable legal requirements.
18. Provisions requiring IJB to purchase or procure insurance of any kind (note: IJB is self-insured).
19. Provisions that establish or impose any duties or obligations on IJB or the State are not permitted or authorized by any laws, rules or regulations applicable to IJB or the State.

#### 5.2.1 Contrary to Law

IJB may and will not agree to provisions that either: (a) are not permitted or authorized by any laws, rules or regulations applicable to IJB or the State; or (b) establish or impose any duties or obligations on IJB or the State that are not permitted or authorized by any laws, rules or regulations applicable to IJB or the State.

#### 5.2.2 Term Length

The Contract shall have an initial term of two (2) years, beginning on the date of contract execution (the “Effective Date”). At the end of the Contract’s initial term, IJB shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of one additional two-year terms. The resulting Contract may be terminated in accordance with its terms. IJB may not agree to penalties for termination in any of the above-described scenarios.

## 5.3 Insurance

#### 5.3.1 Insurance Requirements

Respondent shall, at its sole expense, maintain in full force and effect, with insurance companies admitted doing business in the State of Iowa, insurance covering its work of the type and in amounts required by this RFP. Respondent’s insurance shall, among other things, insure against any loss or damage resulting from or related to Respondent’s performance of the Agreement regardless of the date the claim is filed or expiration of the policy.

All insurance policies required by this RFP shall: (a) remain in full force and effect for the entire Term of the Agreement; and (b) not be reduced, changed (to the detriment of the State of Iowa or any Governmental Entities), or canceled (without being simultaneously replaced by another policy meeting the requirements of this RFP).

The State of Iowa 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 is named as additional insured and that the coverage afforded to the State of Iowa under this policy shall be primary insurance. If the State of Iowa has other insurance that 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.”

Notwithstanding the foregoing, the requirement that the State of Iowa be named as an additional insurer on all policies of insurance shall not apply to Respondent’s Workers Compensation Insurance. The State of Iowa requires a Technology Errors and Omissions policy. Such insurance shall cover the liability of Respondent by reason of any actual or alleged error, omission, negligent act or wrongful act of Respondent committed in rendering or failing to render any products or service. In the event Respondent fails to secure and continuously maintain the insurance coverage required under this RFP, the State of Iowa may charge Respondent, and Respondent shall pay the State of Iowa, (a) the State of Iowa’s actual expenses incurred in purchasing similar protection and (b) the value or amount of any claims, actions, damages, liabilities, costs, and expenses paid by the State of Iowa which would not have been paid by the State of Iowa if Respondent had complied with the requirements of this RFP.

#### 5.3.2 Insurance Policies

Unless otherwise requested by the State of Iowa, Respondent shall cause insurance policies to be issued with the coverages set forth below:

|  |  |  |
| --- | --- | --- |
| Type of Insurance | Limit | Amount |
| General Liability (including contractual liability) written on an occurrence basis | General AggregateProducts – Comp/Op Aggregate Personal injuryEach Occurrence | $15 million$15 million$15 million $ 5 million |
| Excess Liability, umbrella form | Each Occurrence Aggregate | $ 5 million $15 million |
| Technology Errors and Omissions Insurance | Each Occurrence Aggregate | $ 5 million $15 million |
| Workers Compensation and Employer Liability | As Required by Iowa law | $ 2 million |
| Cyber Liability / Network Security | Each Occurrence Aggregate | $15 million $15 million |

#### 5.3.3 Claims Provision

All insurance policies required by this RFP, except for the policy for Errors and Omissions Insurance, must provide coverage on an “occurrence basis” for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy. The policy for Errors and Omissions Insurance will provide coverage on a “claims made” basis, provided, however, that such policy includes extended reporting period or tail coverage acceptable to the State of Iowa.

#### 5.3.4 Certificates of Coverage

At the time of execution of the Agreement, Respondent shall deliver to the State of Iowa certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Respondent starts work, certifying that said insurance applies to, among other things, the work, activities, products, and liability of the Respondent related to the Agreement, certifying that the State of Iowa is named as an additional insured on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the State of Iowa. All certificates of insurance shall be subject to approval by the State of Iowa. The Respondent shall simultaneously with the delivery of the certificates deliver to the State of Iowa one duplicate original of each insurance policy.

#### 5.3.5 Liability of Respondent

Acceptance of the insurance certificates by the State of Iowa shall not act to relieve Respondent of any obligation under this Agreement. It shall be the responsibility of Respondent to keep the respective insurance policies and coverages current and in force during the life of this Agreement. Respondent shall be responsible for all premiums, deductibles, and any inadequacy, absence or limitation of coverage, and the Respondent shall have no claim or other recourse against the State of Iowa for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Respondent. Notwithstanding any other provision of the Agreement, Respondent shall be fully responsible and liable for meeting and fulfilling all its obligations under this RFP and Section 17 (Insurance) of the Agreement.

#### 5.3.6 Waiver of Subrogation Rights

The Respondent shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the State of Iowa. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the State of Iowa for all policies except for the policy for Errors and Omissions Insurance.

#### 5.3.7 Filing of Claims

In the event the State of Iowa suffers a loss and is unable to file a claim under any policy of insurance required under this Agreement, the Respondent shall, at the State of Iowa’s request, immediately file a proper claim under such policy. Respondent will provide the State of Iowa with proof of filing any such claim and keep the State of Iowa fully informed about the status of the claim. In addition, Respondent agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the State of Iowa. Respondent shall pay to the State of Iowa any insurance proceeds or payments it receives in connection with any such claim immediately upon Respondent’s receipt of such proceeds or payments.

#### 5.3.8 Proceeds

In the event the State of Iowa suffers a loss that may be covered under any of the insurance policies required under this RFP and Section 17 (Insurance) of the Agreement, neither the Respondent nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the State of Iowa has fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Respondent hereby assigns to the State of Iowa all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this RFP and the Agreement.

## Performance Security

IJB shall retain ten percent (10%) of each payment due to the Respondent under the Contract. IJB shall pay the retained amount only after all Deliverables have been completed by the Respondent and accepted by IJB.

# Attachment 1: Certification Letter – Required

**Alterations to this document are prohibited, see section 2.14.14.**

[Date]

**James Evans**, Issuing Officer

**Iowa Judicial Branch**

**1111 East Court Avenue**

**Des Moines, Iowa 50319**

Re: JBFSS2425A - PROPOSAL CERTIFICATIONS

Dear **James**:

I certify that the contents of the Proposal submitted on behalf of [**Name of Respondent]** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Respondent) in response to **The Iowa Judicial Branch** for JBFSS2425A for The Iowa Judicial Branch Building Chiller Replacement, are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

**Certification of Independence**

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

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.

2. The Proposal has been developed independently, without consultation, communication or agreement with any other Respondent or parties for the purpose of restricting competition.

3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency’s issuance of the Notice of Intent to Award the contract.

4. No attempt has been made or will be made by the Respondentto induce any other Respondent to submit or not to submit a Proposal for the purpose of restricting competition.

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

**Certification Regarding Debarment**

6. I certify that, to the best of my knowledge, neither Respondentnor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

 This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Respondent 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**

1. Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2011)* 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 Respondents to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the (RFP), the Respondent certifies the following: (check the applicable box)

* Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 432*; or
* Respondent is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(42) and (43)*.

Respondent also acknowledges that the Agencymay declare the Respondent’s Proposal or resulting contract void if the above certification is false. The Respondentalso understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Name and Title]**

# Attachment 2: Authorization to Release Information Letter – Required

**Alterations to this document are prohibited, see section 2.14.14.**

**[Date]**

**James Evans**, Issuing Officer

**Iowa Judicial Branch**

**1111 East Court Avenue**

**Des Moines, Iowa 50319**

Re: JBFSS2425A **-** AUTHORIZATION TO RELEASE INFORMATION

Dear **James**:

**[Name of Respondent] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Respondent)** hereby authorizes the Iowa Judicial Branch ("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 Respondent in response to JBFSS2425A**.**

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

The Respondent 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 Respondent in response to the RFP.

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

The Respondent further authorizes all persons and entities to provide information, data, and opinions regarding 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 Respondent’s Proposal. The Respondent 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 Respondent that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to RFP.

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

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Printed Name of Respondent Organization]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

**[Name and Title of Authorized Representative]** Date

# Attachment 3: Form 22 – Request for Confidentiality – Required

The submission of this form 22 is required.

**This Form 22 (Form**) must be completed and included with your Proposal to the RFP. The Form is required whether the Proposal does or does not contain information for which confidential treatment will be requested.

Failure to submit a completed Form will result in the Proposal considered non-responsive and eliminated from evaluation.

Confidential Treatment Is Not Requested

A request for confidential treatment of information contained in our Proposal is not submitted.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company RFP Number RFP Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Title Date

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Confidential Treatment Is Requested

If you are submitting a request for confidential treatment of any information submitted in your Proposal, complete the rest of this form.

The below information is to be completed and signed only if Respondent is requesting confidential treatment of any information submitted in its Proposal.

Per the paragraph labeled as Public Records and Requests for Confidential Treatment in section 2 of the Request for Proposal (RFP), the Respondent requesting portions of its Proposal be maintained in confidence must complete this form and submit it with its Proposal. The Respondent should read and familiarize themselves with chapter 22 of the Iowa Code regarding release of public records before completing this Form. The Respondent shall refer to the paragraph labeled as Public Records and Requests for Confidential Treatment in section 2 of the RFP for instructions regarding how to request confidential treatment of portions of its Proposal.

Notes

1. **Completion of this Form is the sole means of requesting confidential treatment**.
2. **The Respondent may not request pricing proposals be held in confidence**.

Completion of the Form and IJB’s acceptance of the Respondent’s submission does not guarantee IJB will grant Respondent’s request for confidentiality. IJB may reject the Respondent’s Proposal entirely in the event the Respondent requests confidentiality and does submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

To request confidentiality, the Respondent must provide the following information:

[ ]  The Respondent must conspicuously mark confidential material in its Proposal in accordance with the section titled Public Records and Requests for Confidential Treatment. *Check box when completed.*

The Respondent must specifically identify and list the Proposal section(s) for which it seeks confidentiality and answer the following questions for each section listed:

* Explain the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential.
* Justify why the material should be kept in confidence.
* Explain why disclosure of the material would not be in the best interest of the public.
* Provide the name, address, telephone, and email for the Respondent’s person authorized to respond to inquiries by IJB concerning the status of confidential materials.

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

For each section with confidential material, provide the following information in the table below. The Respondent may add additional lines if necessary or add additional pages using the same format as the table below

1. Specific grounds in Iowa Code Chapter 22 or other applicable law which supports treatment of the material as confidential
2. Justification of why the material should be kept in confidence.
3. Explanation of why disclosure of the material would not be in the best interest of the public.
4. Name, address, telephone, and email for the person at the Respondent’s organization authorized to respond to inquiries by IJB concerning the status of confidential materials.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| RFP Section | Specific Grounds | Justification | Explanation | Contact Information |
|   |   |  |   |   |
|   |   |  |   |   |
|   |   |  |   |   |
|   |   |  |   |   |

[ ]  The Respondent must submit a Public Copy of its Proposal from which the confidential information has been excised. The Public Copy is in addition to the copies required in the cover letter. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible. *Check box when completed.*

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

\*Failure to provide the information required on this Form may result in rejection of Respondent’s submittal to request confidentiality or rejection of the Proposal as being non-responsive.

\*Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal.

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Company RFP Number RFP Title

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Signature Title Date

# Attachment 4: Cost Proposal Form – Required

This form must only be attached to submitted Cost Proposals.

It cannot be included with the Technical Proposal.

Payment Terms

Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a vendor.

Cost Proposal

The Respondent’s Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on the Payment Terms outlined above. The following template is required. Please use additional pages to provide any additional narrative support for the cost information.

Pricing shall include the proposed solution (including necessary licensing), migration of data, installation and technical support.

Provide a detailed breakdown in your Cost Proposal for all costs included below.

|  |  |
| --- | --- |
| Deliverable Item | Firm US Dollars |
| Design Development, project schedule and cost opinion |  |
| 100% Construction Documents  |  |
| Vendor Bidding process and contract development |  |
| Chiller selection and procurement  |  |
| Existing Chiller removal and installation of new chiller |  |
| Project completion and closeout by April 1, 2026 |  |
| TOTAL COST: |  |

# Attachment 5: Response Checklist – Required

|  |  |  |
| --- | --- | --- |
| RFP REFERENCE SECTION | RESPONSE INCLUDED? | LOCATION OF RESPONSE |
| **Yes** | **No** |
| 3. Number of Copies of the Bid Proposal |   |   |   |
| 3. One (1) Public Copy with Confidential Information Excised |   |   |   |
| 3. Transmittal Letter |   |   |   |
| 3. Specifications  |   |   |   |
| 3. Vendor Background Information  |  |  |  |
| 3. Experience  |  |  |  |
| 3. Personnel  |  |  |  |
| 3. Financial Information  |  |  |  |
| 3. Terminations  |   |   |   |
| 3. Acceptance of Terms and Conditions |   |   |   |
| 3. Certification Letter |   |   |   |
| 3. Authorization to Release Information |   |   |   |
| 3. Firm Proposal Terms |  |  |  |
| 6. Proposal Security  |   |   |   |
| 4. Mandatory Specifications |   |   |   |
| 4. Scored Technical Specifications |   |   |   |
| 4. Optional Specifications |   |   |   |
| Attachment 1 – Certification Letter |   |   |   |
| Attachment 2 – Authorization to Release Information Letter |   |   |   |
| Attachment 3 – Form 22 – Request for Confidentiality |   |   |   |
| Attachment 4 – Cost Proposal Form |   |   |   |

# Judicial Branch Review (For IJB Use Only)

* The Respondent’s Proposal is rejected as non-compliant because of one of more of the following reasons:
* The Respondent requested confidentiality without submitting a fully completed Form 22.
* The Respondent requested confidentiality without presenting its request in the transmittal letter of its Proposal.
* The Respondent requested confidentiality and failed to conspicuously mark such material as confidential within its Proposal in accordance with the RFP.
* The Respondent requested confidentiality without submitting a public copy of its Proposal with the confidential information redacted.
* The Respondent requested confidentiality on material in contravention of the RFP.
* Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
* The Respondent’s submission is accepted.[[1]](#footnote-2)

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Issuing Officer Signature Date

1. Agency’s acceptance of the Respondent’s submission should not be construed as Agency’s approval of the Respondent’s request for confidentiality. Instead, acceptance of the Respondent’s submission simply means that Agency believes the Respondent’s Form 22 appears fully completed in accordance with the RFP. [↑](#footnote-ref-2)