



PURCHASING & CONTRACTING OFFICE
Camp Dodge – Building 3465
 7105 NW 70th Avenue
 Johnston, Iowa 50131-1824



REQUEST FOR BID

RFB COVER SHEET

Administrative Information:

TITLE OF RFB:	Security Services at Iowa National Guard Facilities		RFB Number:	2210SECURITY
Agency:	Department of Public Defense			
Number of mos. or yrs. of the initial term of the contract:	9 months	Number of possible annual extensions:	5	
Initial Contract Term	Start Date	January 1, 2023	End Date	September 30, 2023
Initial Renewal Term	Start Date	October 1, 2023	End Date	September 30, 2023
STATE ISSUING CONTRACT OFFICER				
Mailing Address Department of Public Defense Bldg. 3465 (W41), Camp Dodge 7105 NW 70 th Ave Johnston IA 50131-1824		Name	Jocelyn Brincks	
		Email	Jocelyn.brincks@iowa.gov	
		Phone	515-252-4522	
PROCUREMENT TIMETABLE				
Event or Action			Date/Time (Central Time)	
State Posts Notice of RFB on TSB website			October 10, 2022	
State Issues RFB			October 12, 2022	
Written questions, requests for clarification, and suggested changes due			October 24, 2022 End of Day (11:59 p.m.)	
Agency's written response to questions, requests for clarifications and suggested changes posted as Addendum to RFB			Week of October 24	
Bids Due			November 7, 2022 2:00 PM Local Time	
Anticipated Date to issue Notice of Intent to Award			Week of November 14, 2022	
Anticipated Date to execute contract			Week of November 21, 2022	
Relevant Websites:		Web-address:		
Website where Addenda to this RFB will be posted:		http://bidopportunities.iowa.gov/		
Contract Terms and Conditions:		https://dpd.iowa.gov/sco/doc/terms/050116%20terms%20services.pdf		
Number of Copies of Bids Required to be Submitted:			1 Digital (pdf) OR 1 Hard Copy – see Section 3.1 of RFB	
Firm Bid Terms The minimum Number of Days following the deadline for submitting Bids that the Bidder guarantees all terms, including price, will remain firm prior to contract award:			120 Days	

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SECTION 1 INTRODUCTION

1.1 Purpose

The intent of this Request for Bids (RFB) is to obtain firm fixed price proposals from qualified, responsible and experienced firms specializing in providing armed and unarmed security guard services as further described in this RFB, to the Department of Public Defense (Agency).

The Agency intends to award a contract(s) with an **initial term beginning January 1, 2023 and ending September 30, 2023**. Agency may, in its sole discretion, exercise the option to renew the contract(s) for up to five (5) additional 1 (one) year terms, running from October 1 – September 30 for each renewal period to align with the Federal Fiscal Year.

1.2 Definitions

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

“Agency” means the agency identified on the RFB cover sheet that is issuing the RFB and any other agency that purchases from the Contract.

“Alternative Bid” means a response to a bid that does not meet the exact requirements of the specification but offers an alternative for consideration. An alternative bid is submitted with an intentional variation to a provision, specification, term or condition of the solicitation. This alternative, in the opinion of the bidder, achieves the same end result. Alternative bids may be rejected as non-responsive.

“AR” stands for “Army Regulation” and is followed by the number of said regulation; referenced regulations can be found here: <https://armypubs.army.mil/ProductMaps/PubForm/AR.aspx>

“Bid” means the Bidder’s response (including pricing and all required submittals) to the RFB.

“Bidder” means a vendor submitting a bid in response to the RFB.

“Contract” means the contract(s) entered into with the successful Bidder.

“Contractor” means the successful Bidder to whom a Contract is awarded.

“General Terms and Conditions” means the General Terms and Conditions for Services Contracts as referenced on the RFB cover page.

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

“Responsive Bid” means a Bid that complies with each of the provisions of this RFB, or is either an alternative bid or a bid with exception, if accepted to the Agency.

“RFB” means this Request for Bids and any attachments, exhibits, schedules or addenda hereto.

“State” means the State of Iowa, the Agency identified on the first page of the solicitation, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFB.

1.3 Overview of the RFB Process

This RFB is designed to provide Bidders with the information necessary to prepare a competitive Bid. The RFB process is for the Agency’s benefit and is intended to provide the Agency with competitive information to assist in the selection of a Bidder to provide goods and/or services. It is

not intended to be comprehensive and each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

Bidder should review Attachment 3, Form 22 Request for Confidentiality, for more information if their Bid contains confidential information. Any Bid marked "Confidential" or "Proprietary" on every page may be disqualified.

It is the Agency's intention to consider Bids from all Bidders that submit timely Responsive Bids, and award the Contract(s) to the Responsible Bidder with the lowest Responsive Bid.

1.4 Background Information

The Department of Public Defense (DPD) is an Agency of the State of Iowa, supporting the Iowa National Guard. The Iowa National Guard consists of the Iowa Army National Guard and the Iowa Air National Guard, with multiple locations across the State of Iowa. For the purposes of this solicitation, DPD is also supporting the Des Moines Military Entrance Processing Station (MEPS) located on-site at Camp Dodge, Johnston, Iowa.

The Iowa National Guard and MEPS locations identified in this solicitation employ both military and civilian personnel, and also frequently host visitors; to include: government officials, military personnel from outside the State of Iowa, vendors, and the general public.

The Agency is seeking to contract for professional security guard services through a third party, in order to achieve maximum security for the sites specified herein. Services may require both armed and unarmed security personnel.

SECTION 2 ADMINISTRATIVE INFORMATION
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2.1 Issuing Contract Officer

The Issuing Contract Officer identified on the cover page of the solicitation is the sole point of contact regarding the RFB from the date of issuance until selection of the successful Bidder.

2.2 Restriction on Communication

From the issue date of this RFB until announcement of the successful Bidder, Bidders may contact **only** the Issuing Contract Officer. Questions related to the interpretation of this RFB must be submitted as provided on the cover page of the solicitation. The Issuing Contract Officer will respond only to written questions, oral questions related to the interpretation of this RFB will not be accepted. Bidders may be disqualified if they contact any State employee - including any member of the Iowa National Guard - other than the Issuing Contract Officer regarding the RFB except that Bidders may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

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

This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Bidder and the State.

2.3 Questions, Requests for Clarification, and Suggested Changes

Bidders are invited to submit written questions, requests for clarifications, or suggestions for changes to the specifications to this RFB. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Contract Officer on or before the date and time listed on the RFB cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFB, Bidder shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions received from Bidders on before the date listed on the RFB cover sheet. The Agency's written responses will become an addendum to the RFB. If the Agency decides to adopt a suggestion that modifies the RFB, the Agency will issue an addendum to the RFB.

2.4 Amendment to the RFB

The Agency reserves the right to amend the RFB at any time using an addendum. The Bidder shall acknowledge receipt of all addenda in its Bid.

The RFB document and any addenda to the RFB will be posted at <http://bidopportunities.iowa.gov/>. Bidders are advised to check the website periodically for addenda. It is the Bidder's sole responsibility to check daily for addenda to posted documents.

2.5 Bid Amendment and/or Withdrawal

The Bidder may amend or withdraw and resubmit its Bid at any time before the Bids are due. The amendment must be submitted by the Bidder via email to the Issuing Contract Officer and received by the established Bid due date and time.

2.6 Procurement Timetable

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

2.7 Submission of Bids

Bids must be received by the Issuing Contract Officer identified on the RFB cover sheet no later than the "Bids Due" date and time. **This is a mandatory specification and will not be waived by the Agency. Any Bid received after this deadline will not be accepted.** It is the Bidder's responsibility to ensure that the Bid is received prior to the deadline. See **Section 3.1** for additional instructions.

Bidders must furnish all information necessary to enable the Agency to evaluate the Bid. Bids that fail to meet the mandatory requirements of the RFB may be rejected. Oral information provided by the Bidder will not be considered part of the Bid unless it is in writing.

2.8 Bid Opening

The Agency will open Bids after the deadline for submission of Bids has passed. However, the names of Bidders who submitted timely Bids will be available upon request, after the Bid opening. See Iowa Code Section 72.3. The announcement of Bidders who timely submitted Bids does not mean that an individual Bid has been deemed technically compliant or accepted for evaluation.

2.9 Costs of Preparing the Bid

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

2.10 No Commitment to Contract

The Agency reserves the right to reject any or all Bids, in whole and in part, received in response to this RFB at any time prior to the execution of the Contract. Issuance of this RFB in no way constitutes a commitment by the Agency to award a contract.

2.11 Rejection of Bids

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

2.11.1 The Bidder acknowledges that a mandatory requirement of the RFB cannot be met.

2.11.2 The Bidder's Bid changes a requirement of the RFB or the Bid is not compliant with the requirements of the RFB.

2.11.3 The Bidder's Bid limits the rights of the Agency.

2.11.4 The Bidder fails to include information necessary to substantiate that it will be able to meet a requirement of the RFB.

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

2.11.6 The Bidder fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested.

2.11.7 The Bidder presents the information requested by this RFB in a format inconsistent with the instructions or otherwise fails to comply with the requirements of the RFB.

2.11.8 The Bidder initiates unauthorized contact regarding the RFB with a State employee other than the Issuing Contract Officer.

2.11.9 The Bidder provides misleading or inaccurate responses.

2.11.10 The Bidder's Bid is materially unbalanced.

2.11.11 There is insufficient evidence (including evidence submitted by the Bidder and evidence obtained by the Agency from other sources) to satisfy the Agency that the Bidder is properly responsive and responsible to satisfy the requirements of the RFB.

2.11.12 The Bidder alters the language in the Certification Letter or Authorization to Release Information letter.

2.12 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Bid if, in the judgment of the Agency, it is in the Agency's best interest to do so. Nonmaterial variances include but are not limited to, minor failures to comply that: do not affect overall responsiveness, are

merely a matter of form or format, do not change the relative standing or otherwise prejudice other Bidders, do not change the meaning or scope of the RFB, or do not reflect a material change in the requirements of the Bid. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFB requirements or excuse the Bidder from full compliance with RFB specifications or other Contract requirements if the Bidder is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.13 Reference Checks

The Agency reserves the right to contact any reference to assist in the evaluation of the Bid, to verify information contained in the Bid and to discuss the Bidder's qualifications.

2.14 Information from Other Sources

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

2.15 Verification of Bid Contents

The content of a Bid submitted by a Bidder is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Bid may be rejected.

2.16 Bid Clarification Process

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

2.17 Disposition of Bids

All Bids become the property of the Agency and shall not be returned to the Bidder. At the conclusion of the selection process, the contents of all Bids will be public records available for inspection by interested parties, except for information for which Bidder properly requests confidential treatment according to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.18 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a Bid. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Bidder as non-confidential records unless Bidder requests specific parts of the Bid 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.**

2.19 Form 22 - Request for Confidentiality

FORM 22 MUST BE COMPLETED AND INCLUDED WITH BIDDER'S BID. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE BID DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT

A COMPLETED FORM 22 WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.

2.20 Copyright Permission

By submitting a Bid, the Bidder agrees that the Agency may copy the Bid for purposes of facilitating the Bid evaluations or to respond to requests for public records. By submitting a Bid, the Bidder consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use or adapt ideas that are presented in Bids.

2.21 Release of Claims

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

2.22 Bidder Presentations

Bidders may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Bidder to illustrate their Bid. The presentation shall not materially change the information contained in the Bid.

2.23 Evaluation of Bids Submitted

Bids that are timely submitted and are not rejected will be reviewed and evaluated in accordance with the RFB.

2.24 Tied Bid and Preferences

2.24.1 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 Bidders 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.

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

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

2.24.4 Second preference in tied bids will be given to Bidders based in the United States or products produced in the United States over Bidders based or products produced outside the United States.

2.24.5 Preferences required by applicable statute or rule shall also be applied, where appropriate.

2.25 Determination of Responsible Bidder & Responsive Bid

All Bids will be first evaluated to determine if they comply with the bid requirements (i.e. to determine if the Bidder is a Responsible Bidder submitting a Responsive Bid). To be deemed a Responsible Bidder and a Responsive Bid, the Bid must comply with the format instructions and answer "yes" to all parts and include information demonstrating the Bidder will be able to comply with the bid requirements.

2.26 Evaluation Criteria

The Agency will evaluate all Responsive Bids submitted by Responsible Bidders and will award the Contract(s) to the Bidder(s) submitting the lowest responsible bid(s) based on price.

2.27 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Bidders submitting a timely Bid. 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 or such other time as designated by Agency. If the apparent successful Bidder fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Bidder the Agency believes will provide the best value to the State.

2.28 No Contract Rights until Execution

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

2.29 Choice of Law and Forum

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

2.30 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. Bidders are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.31 No Minimum Guaranteed

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

2.32 Appeals

Appeals of the Notice of Intent to Award are governed by the Agency's vendor appeal process. A Bidder whose Bid has been timely filed and who is aggrieved by the Notice of Intent to Award may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to the Issuing Contract Officer listed on solicitation cover page. The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Agency, exclusive of Saturdays, Sundays, and legal state holidays. The Agency must actually receive the notice of appeal within the specified time frame for it to be considered timely. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFB and/or the Notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Bidder.

2.33 Unit Price

If a discrepancy between the unit price and the item total exists, the unit price prevails.

2.34 Vendor Registration

The successful Bidder will be required to register to do business in Iowa before payment can be made. For Bidder registration documents, go to:

https://vss.iowa.gov/webapp/VSS_ON/AltSelfService

SECTION 3 FORM AND CONTENT OF BIDS
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3.1 Instructions

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

3.1.1 Bidder shall download and save all referenced RFB Attachments. Once saved, Bidder will type in responses in the required sections where indicated, and save again. All Attachments shall be submitted along with other required documents (collectively, the 'Bid Packet') as prescribed in **Section 3.2** of this RFB.

3.1.2 Number of Copies of Bids. Bidder shall submit one (1) complete Bid Packet in *either* hard copy or digital format (pdf) in response to this solicitation. Bids may be emailed or hand-delivered, and must include all required documentation as specified in **Section 3.2**.

3.1.3 If the Bidder designates any information in its Bid Packet as confidential pursuant to **Section 2**, the Bidder must also submit one (1) copy of the Bid Packet from which confidential information has been excised as provided in **Section 2** and which is marked "Public Copy".

3.1.4 Bids may be emailed or hand-delivered to the Issuing Contract Officer identified on the cover page, and must be received by the due date and time indicated on the cover page of this RFB.

3.1.4.1 Hand-delivered Bids must be placed in a sealed envelope, addressed as follows:

Bid Response RFB 2210SECURITY - <insert Firm Name>
DPD / Iowa National Guard
Attn: Jocelyn Brincks, Contracting Officer

3.1.4.2 Emailed Bids must include all required documents per **Section 3.2**, scanned and attached to the email as a Portable Document Format (pdf).

Subject Line of Email: Bid for RFB 2210SECURITY – <insert Firm Name>

3.1.5 Faxed, Mailed or Delivery Service Bids will not be considered.

3.1.6 It is the responsibility of the Bidder to ensure that the Bid is received by the due date and time. The Agency shall not be responsible for misdirected packages or technical issues (for emailed Bids).

3.1.7 Bid packets shall not contain promotional or display materials.

3.2 Bid Packet Contents

The following documents collectively make up the "Bid Packet" and each Bidder must submit all items for their Bid to be considered:

3.2.1 Certification Letter

The Bidder shall sign and submit the document included as **Attachment 1** to this RFB.

3.2.2 Authorization to Release Information Letter

The Bidder shall sign and submit the document included as **Attachment 2** to this RFB, in which the Bidder authorizes the release of information to the Agency.

3.2.3 Form 22-Request for Confidentiality

The Bidder shall sign and submit the document included as **Attachment 3** to this RFB.

3.2.4 889 Representation Form

The Bidder shall complete, sign, and submit the document included as **Attachment 4** to this RFB, indicating whether or not it uses any of the prohibited telecommunications or video

surveillance equipment or services as a substantial or essential component of any system within Bidder's business.

Section 889 Part B of the FY 2019 National Defense Authorization Act (NDAA) went into effect August 13, 2020. The legislation was passed to combat national security and intellectual property threats that face the United States and contains two prohibitions: Part A and Part B.

As a recipient of federal funds, this rule applies to the Iowa Department of Public Defense and all vendors are required to complete the form.

3.2.5 Form of Bid

The Bidder shall fill in all required sections and answer all questions where indicated on the document included as **Attachment 5** to this RFB. An individual authorized to legally bind the Bidder shall submit the Bid on behalf of Bidder, and shall also be named on the Form of Bid where indicated.

3.2.6 References

Bidder shall complete and submit **Attachment 6** to this RFB, providing a reference list with a minimum of three (3) references for security guard services performed within the past three (#) years. The Agency will use the information provided by references to determine Bidder's capacity to perform.

3.2.7 Cost Proposal

Bidder shall fill in the Cost Proposal worksheet included as **Attachment 7** to this RFB with all requested rates and information.

3.2.8 State of Iowa License

Firms and individuals engaging in bail enforcement, or providing private investigative or security services in Iowa are required to be licensed by the Iowa Department of Public Safety. Bidder shall **provide a copy of the current license with Bid Packet.**

SECTION 4 SCOPE OF WORK

All Bids must be made on the basis of, and either meet or exceed, the requirements contained herein.

4.1 Description of Work

Contractor shall employ qualified security personnel (Contracted Security Guards (CSGs)) to provide the services as defined and specified in this RFB. CSGs will perform law enforcement, security work and armed patrols to ensure the protection of all persons, buildings, facilities and equipment of the Iowa National Guard and MEPS.

4.2 Mandatory Specifications

All items listed in this Section are Minimum Bid Requirements. A successful Bidder must be able to satisfy all of these requirement to be deemed a Responsible Bidder.

4.2.1 Bidder must be able to provide CSGs at all locations identified in this solicitation.

4.2.2 Bidders must provide license information. A person shall not operate a bail enforcement business, private investigation business, or private security business or otherwise employ persons in the in the operation of such a business within the State unless the person is licensed by the commissioner. Bidder must provide a copy of license with submitted Bid (see **Section 3.2.8.**)

4.2.3 CSGs are to work regular shifts in accordance with the Contractor's regulations, the scope and requirements specified within this RFB, the Security Standard Operating Procedures (SOP) Manual provided by Agency to each CSG upon employment, and Army Regulation AR 190-56 "The Army Civilian Police and Security Guard Program". Contractor will also comply with Iowa Code §80A and applicable administrative rules in Chapter 121.

4.2.4 Bidders shall demonstrate that they have been successfully providing similar security guard services for at least five (5) years.

4.2.5 Bidder must operate a company-staffed communication center, accessible by telephone, on an around the clock basis.

4.2.6 Upon Notice of Intent to Award, successful Bidder will provide to Agency:

4.2.6.1 Scheduling procedures and emergency staffing procedures.

4.2.6.2 Pictures or diagrams of their proposed uniforms and identification badges.

4.2.6.3 Medical screening procedures and evaluation guidelines for CSGs.

4.2.6.4 Training outline that meets the requirements of AR 190-56.

4.2.6.5 Information on vehicle(s) supplied to CSGs for performance of this Contract.

4.3 Locations, Coverage, and Schedule

4.3.1 Services will be required 24 hours a day x 7 days per week in scheduled shifts.

NOTE: Not all locations require 24x7 coverage; see Section 4.3.2 for site coverage needs.

4.3.1.1 Weekdays are defined as Monday, Tuesday, Wednesday, Thursday, Friday

4.3.1.2 Weekends are defined as Saturday, Sunday

4.3.1.3 Shifts are defined as follows:

4.3.1.3.1 Shift 1: 0600 - 1400

4.3.1.3.2 Shift 2: 1400 - 2200

4.3.1.3.3 Shift 3: 2200 - 0600

4.3.1.3.4 Shift 4: 0600 - 1800

- 4.3.1.3.5 Shift 5: 1800 -0600
- 4.3.1.3.6 Shift 1A: 0800 - 1600
- 4.3.1.3.7 Shift 2A: 1600 - 0000
- 4.3.1.3.8 Shift 3A: 0000 - 0800
- 4.3.1.3.9 Shift A: 0600 - 1400
- 4.3.1.3.10 Shift B: 1200 - 2000 (OR potentially 1200 – 1800)

4.3.2 Services are to be provided at the following Locations with personnel Coverages shown:

Exhibit 4.3.2A

LOCATION	MONDAY - FRIDAY				SAT / SUN		
	SHIFT 1	SHIFT 2	SHIFT 3	SHIFT 4	SHIFT 1	SHIFT 2	SHIFT 3
Camp Dodge Joint Maneuver Training Center (CDJMTC) 7105 NW 70th Avenue Johnston, Iowa 50131	3	3	3		3	3	3
Joint Forces Headquarters (JFHQ) 6100 NW 78th Avenue Johnston, Iowa 50131				1			

Exhibit 4.3.2B

LOCATION	MONDAY - FRIDAY			SAT / SUN	
	SHIFT 1	SHIFT 2	SHIFT 3	SHIFT 4	SHIFT 5
Army Aviation Support Facility (AASF #1) 700 Snedden Drive Boone, Iowa 50036	1	1	2	1	2
Army Aviation Support Facility (AASF #2) 2245 W. Big Rock Road Waterloo, Iowa 50703	1	1	2	1	2
Army Aviation Support Facility (AASF #3) 9650 Harrison Street Davenport, Iowa 52806	1	1	2	1	2

Exhibit 4.3.2C

LOCATION	MONDAY - FRIDAY			SAT / SUN		
	SHIFT 1A	SHIFT 2A	SHIFT 3A	SHIFT 1A	SHIFT 2A	SHIFT 3A
Iowa Air National Guard 185 th Air Refueling Wing 2920 Headquarters Avenue Sioux City, Iowa 51111	2	2	2	2	2	2

Exhibit 4.3.2D

LOCATION	MONDAY - THURSDAY		FRIDAY*
	SHIFT A	SHIFT B	Shift A
Military Entrance Processing Station (MEPS) 7105 NW 70th Avenue - Building S-71 Johnston, Iowa 50131	1	1	1

***MEPS will not require services the first Friday of each Quarter**

- 4.3.3 The foregoing represents the Agency's best approximation of coverage needed for each location, and is not intended to be a guarantee of any volume level that should be expected as a result of this Contract. Hours and personnel coverage presented in the solicitation are the estimated needs upon commencement of the Contract.
- 4.3.4 The Agency reserves the right to add, delete and/or change the locations and hours of service throughout the term of the Contract, at the established firm pricing, by advanced written notice to the Contractor.
- 4.3.5 Security services shall be provided fifty-two (52) weeks per year - including State and Federal Holidays - at the specified times and at other times as required by the Agency unless otherwise specified herein.
- 4.3.6 CSGs may be required during additional periods when facilities are vacated, other than weekends and holidays (i.e. when soldiers are deployed, during State Active Duty, on-site training, etc.).
- 4.3.7 Agency will have the flexibility to release CSGs from their duties if/when soldiers will be onsite (i.e. drill weekends).
- 4.3.8 Agency reserves the right to request increased security presence from Contractor to facilitate increased security posture at the same contractual rate. Agency will make every effort to provide Contractor with 30 days' notice of additional staffing requirement, but due to the nature of external threats; short notice may be required.

4.4 Point of Contact Upon Contract Award ("Site POC")

The position responsible for overseeing and managing the vendor relationship at each Location (identified in Section 4.3), is listed within this Section 4.4.

4.4.1 **Provost Marshal** is the Site POC for the following Locations:

- 4.4.1.1 Camp Dodge Joint Maneuver Training Center (CDJMTC)
- 4.4.1.2 Joint Forces Headquarters (JFHQ)
- 4.4.1.3 AASF #1 – Boone
- 4.4.1.4 AASF #2 – Waterloo
- 4.4.1.5 AASF #3 – Davenport

4.4.2 **185th Security Forces Manager** is the Site POC for:

- 4.4.2.1 185th Refueling Wing – Sioux City

4.4.3 **Administrative Services Technician** is the Site POC for:

- 4.4.3.1 Military Entrance Processing Station – Building S-71, Camp Dodge

4.5 General Requirements

4.5.1 General Duties

CSGs will perform the duties as described in this solicitation and the site specific Standard Operating Procedures (SOP) for their assigned location(s). Agency reserves the right to issue additional SOPs for assignment of security personnel at areas on an installation other than the access control point when necessary, without requiring an Amendment to the Contract.

Minimum duties to be performed shall be:

- 4.5.1.1 Assure the safety and protection of building occupants and real and personal property against injury, molestation, loss or damage from any preventable cause including, but not limited to fire, theft, trespass and sabotage, civil disturbances, or other criminal acts adversely affecting the security or safety of the Agency, its employees, property and the public lawfully in building or on the grounds under control of the State.

- 4.5.1.2** Search persons and vehicles on the facility when required to by force protection conditions, in association with an on post detention that requires a law enforcement response, or as directed by Site POC.
- 4.5.1.3** Control access to the property / facility where assigned; ensuring only authorized employees, vendors and visitors are allowed access in accordance with the applicable site SOP.
- 4.5.1.4** Conduct Access Control Operations to the installation, which includes personal identification inspection and verification, vehicle Inspections, and giving directions to the general public. CSGs will report suspicious activities to the contract supervisor and to the Site POC (or as directed by the SOP at each location).
 - 4.5.1.4.1** CSGs assigned to MEPS will be required to check visitors for unauthorized materials, and will be required to operate the onsite x-ray machine and metal detector at the front entrance. CSGs will be trained by MEPS staff on equipment use and SOP.
 - 4.5.1.4.2** CSGs assigned to the 185th Air Wing will be integrated into the Security Forces squadron on site and assigned to – Main Gate, Patrol, and Flight line Security Operations.
- 4.5.1.5** Create, distribute and modify access badges for employees and visitors at select locations. If task is required where CSG is stationed, training and equipment will be provided by the Agency.
- 4.5.1.6** Conduct schedule and unscheduled inspection tours on randomly selected routes to ensure safety and security of all personnel, property, and facilities within the area of responsibility.
- 4.5.1.7** Conduct daily patrols to ensure that the facilities, infrastructure, equipment, and personnel on the installation are safe and secure. This includes facility and infrastructure checks to ensure buildings are secured and systems are functioning properly (e.g. checking sewer screws, any facility warning lights, etc.); gate, perimeter and fence checks; and others as specified in site SOP.
- 4.5.1.8** Complete various written reports regarding environmental health and safety issues, security activities and incidents, patrol activities, etc. and maintains daily logs documenting such activities. Follows reporting protocol as required by Agency and further defined in applicable site SOP.
- 4.5.1.9** Respond to all emergency situations such as fire, medical, alarms, etc. In the case of a valid emergency, summon appropriate assistance, such as the local fire or police department, and immediately notify the Site POC.
- 4.5.1.10** Monitor and respond to fire and mechanical alarms by taking first action or communicating the problem to the appropriate person.
- 4.5.1.11** Assist post or building staff in carrying out emergency procedures such as loss of power, fire, tornado, or severe weather situations.
- 4.5.1.12** Resolve any problems or incidents using only the reasonable amount of force necessary by law.
- 4.5.1.13** Provide emergency first aid, or other assistance as required, in an emergency. Emergency response requiring medical assistance is only authorized within the scope of training and certification.
- 4.5.1.14** Maintain the security station in a neat and orderly fashion at all times. Security officers shall not store clothes, equipment or other items, or allow loitering at the security station.
- 4.5.1.15** Be polite in all dealings with employees and visitors.

4.5.2 Background Investigations

All CSGs assigned to the awarded Contract must obtain a favorable National Agency Check (NAC) prior to their start date, at the expense of the Agency. Contractor will coordinate with the Iowa National Guard Provost Marshal (PM) at 515-252-4374, for required forms.

4.5.2.1 Individuals convicted of domestic violence are not eligible for hire or retention as security employees under the awarded Contract.

4.5.2.2 Security Guard Personnel must meet the requirements of AR 190-56, as well as appropriate security clearance requirements of AR 380-67.

4.5.2.3 The Contractor will be required to furnish the Issuing Contract Officer and PM a record of each CSG's security screening results prior to entry on duty and to resolve any discrepancies in the investigations to the satisfaction of the PM.

4.5.3 Drug Testing

The Contractor and personnel assigned to the Contract shall comply with Army Regulation 190-56 "Army Civilian Police and Security Guard Program" and AR 600-85 "The Army Substance Abuse Program", requiring drug testing of security personnel.

4.5.3.1 The Contractor will conduct initial drug testing of employees assigned to the Contract prior to each CSG's first day of work. Thereafter, CSGs will be subject to periodic drug testing while providing services to the Agency under the Contract. Periodic testing may be initiated by either the Contractor or upon request of the Agency. Every CSG will be tested at least once annually.

4.5.3.2 Testing shall be at the Contractor's expense, at no cost to the Agency and shall not be a reimbursable cost under the Contract.

4.5.3.3 The certification of drug testing of CSGs will be provided to the Site POC. Any findings related to any random drug test conducted will also be provided if a positive result is discovered.

4.5.4 Staffing and Supervision Requirements

All personnel, including those in a supervisory role, assigned to the Contract shall meet or exceed the following requirements.

4.5.4.1 Standards for Employment

Contractor will ensure that all personnel assigned to the Contract meet the requirements of all federal, state, and local laws and statutes. Security personnel must have a high school diploma or equivalent (GED) and must be a minimum of 18 years of age.

Basic character traits of honesty, courtesy, tact, cooperation, personal appearance, and bearing are important factors required of CSGs; as are the personal qualities of good conduct and character, integrity and dependability.

4.5.4.2 Experience/Education

All CSGs must have at least one of the following:

- a.** A minimum of one (1) year of experience as a security officer with a licensed security company of a governmental agency; such as a local police department, military police, sheriff, or university police; **OR**
- b.** An Associate's or Bachelor's degree in law enforcement, security or other related field; **OR**
- c.** Successful completion of an advanced program of instruction in the security field totaling not less than 75 hours.

- d. In addition to meeting the minimum requirements set forth above, security officers must be qualified in the use of firearms. Contractor shall qualify all armed CSGs at the beginning of the contract period and shall provide a written record of each CSGs firearms qualification to the Agency. Contractor shall re-certify armed CSGs annually and submit proof of re-certification to Agency.
- e. **185th Air Refueling Wing** assigned CSGs must be qualified / proficient on the following firearms: M18 pistol, M4 rifle, and M870 shotgun. Sustainment training with weapons will be conducted on a quarterly basis by Agency.

4.5.4.3 Essential Required Capabilities

All personnel assigned to the Contract must possess the mental, sensorial, and motor skills required to perform the job duties essential for all CSG, as well as those specific to their position and/or location.

The following are essential required capabilities required of all CSGs:

- 4.5.4.3.1** Meet and deal with the general public.
- 4.5.4.3.2** Read, understand, and apply rules, detailed orders, instructions and training materials.
- 4.5.4.3.3** Maintain poise and self-control under stress.
- 4.5.4.3.4** Construct and write clear, concise, accurate and detailed reports.
- 4.5.4.3.5** Remain vigilant during the entire shift.
- 4.5.4.3.6** Drag, carry, lift, and/or pull a person to safety.
- 4.5.4.3.7** Use physical force to detain a subject or prevent unauthorized entry.
- 4.5.4.3.8** Prolonged standing and/or sustained patrol on foot or in a vehicle.
- 4.5.4.3.9** Sustained pursuit of a suspect.
- 4.5.4.3.10** Dodging, crawling, climbing and/or rapid ascent of stairs.
- 4.5.4.3.11** Perform the above while wearing duty equipment and/or personal protective equipment under adverse environmental conditions.
- 4.5.4.3.12** Possess and maintain a valid State driver's license to operate assigned security vehicle (if applicable).

4.5.4.4 Health and Physical Fitness Requirements

All personnel assigned to this Contract shall be in good general health and able to perform the duties of the job to which they are assigned. To ensure CSGs are prepared to successfully accomplish the essential functions of their assignment, the Contractor will be required to administer a physical fitness agility test (PAT) to all personnel assigned to this Contract. Job descriptions will contain the physical ability testing requirement.

Contractor will provide Agency with advance notice prior to testing, in order to allow Agency personnel the opportunity to observe testing, at Agency's expense and discretion.

4.5.4.4.1 Testing

All Contract Security Guard (CSG) personnel will complete the PAT in order to meet the conditions of employment standard; the individual tested must successfully pass the established standard (see **Minimum Physical Ability Requirements** below) for each of the two elements of the PAT.

- a. The PAT will be conducted annually for CSG personnel.

- b. A minimum of four months must elapse before an individual who passed the PAT in one calendar year is required to take the PAT again in the next calendar year.
- c. For CSG new hires, the initial testing requirement must be met prior to assignment to a CSG position.
- d. If a currently assigned CSG fails the record PAT, he/she will be required to pass the retest within 90 day. If the CSG fails the second PAT, they will not be retained on the contract.
- e. Contractor may utilize Agency-owned facilities to administer PAT. Utilization of facilities must be coordinated with the Site POC.

4.5.4.4.2 Records

- a. Contractor will develop and maintain a PAT record listing the scores for each PAT executed. This record will be maintained for the duration of the contract.
- b. Procedures will be established for periodic review of personnel records for CSG. The Agency reserves the right to review at any time PAT and or any record documenting completion of the PAT to ensure standards are being met.

4.5.4.4.3 Minimum Physical Ability Requirements

- a. Individual must be able to complete 19 push-ups in two minutes. The event demonstrates core strength and capacity used in defensive tactics and is important for rescues and use of force situations.
- b. Run, 1.5 miles (2.41 km) in 17:30 minutes. The event serves to assess cardio, respiratory and leg-muscle endurance.

4.5.4.4.4 Procedure and sequencing of physical ability test

The procedure and order for testing are:

- a. Conduct warm-up for three minutes.
- b. Perform the push-ups.
- c. Rest for 10 minutes.
- d. Conduct cardio warm-up for two to three minutes.
- e. Perform the run.
- f. Conduct cardio cool down for five minutes.

4.5.4.4.5 Alternate Physical Ability Test Events

Alternate PAT events are permitted for CSGs with long-term medical restrictions or disabilities who cannot perform the run or push-up events, but can otherwise perform the essential functions of the job. The CSG must perform all the regular PAT events in which their medical restrictions permit and also will complete any identified alternate event in the time period specified.

- a. The 2-mile walk is an authorized alternate event for the 1.5-mile run. This event uses the same course as the 1.5 mile run. Scorers must observe the person during the entire event and ensure the person maintains a walking stride. Those who break into any type of running stride will be terminated from the event and given a “no go”. When the event is over, scorers record the time on the scorecard, initial the appropriate block, and note in the comment block that the time is for a 2-mile walk and whether or not the individual received a “go” or “no go”.

The individual must walk two miles in 32 minutes to successfully pass this event.

- b. The 25-foot dummy drag is an authorized alternate event for the push-up. The dummy must be of average proportionate height and weight of an adult and weigh between 140 and 150 pounds. When picking up and putting down the dummy, the tested must bend their knees to protect lower back. Stand behind the dummy and hold it under its arms. At the starting line, participant must move the dummy in a controlled manner for 25 feet and place the dummy on the ground safely at the completion of the event (dummy's feet must pass the 25-foot line). Must complete the event without dropping the dummy, in order to successfully pass this event. Must complete the event in 15 seconds.

4.5.4.5 Required Training – Contractor Provided / Administered

CSGs shall meet all training, licensing and certification requirements as identified in supporting subparagraphs and in accordance with State laws. All training and all associated costs for training identified in this Section shall be the responsibility of the Contractor unless otherwise stated or agreed upon in writing by both parties.

- 4.5.4.5.1 Current First Aid, CPR and AED certifications – Red Cross or equivalent
- 4.5.4.5.2 Operations Security (OPSEC) <http://cdsetrain.dtic.mil/opsec/>
- 4.5.4.5.3 Level 1 Antiterrorism Awareness <https://jko.jten.mil/courses/AT-level1/launch.html>
- 4.5.4.5.4 Suspicious Activity Reporting (SAR) at https://nsi.ncirc.gov/training_online.aspx
- 4.5.4.5.5 Personal liberties and property rights of individuals as well as the civil and criminal penalties for violation of these rights
- 4.5.4.5.6 Proper use of handcuffs, police batons, and chemical sprays
- 4.5.4.5.7 Basic Training: within thirty (30) days of assigning a supervisor or CSG to duty, Contractor shall certify to Agency that the individual has satisfactorily completed a basic training course to include the following elements:
 - a. Basic Security and Law Enforcement concepts
 - b. Oleoresin Capsicum spray
 - c. ASP/baton training
 - d. Firearms handling and safety
 - e. Use of force and control, and arrest tactics
 - f. Deadly Weapons
- 4.5.4.5.8 The Basic Training requirement may be waived with Agency approval if Contractor provides evidence that individual has prior military or civilian police experience.
- 4.5.4.5.9 For duty locations directed to carry a firearm, CSG will be qualified with assigned weapon semiannually and follow the Iowa Law Enforcement Qualification Course of fire. Qualification training must include instruction on safety functions, capabilities, limitations, and maintenance of the firearm to be carried.
 - a. **185th Air Refueling Wing** assigned CSGs will be qualified with assigned weapon(s) on a quarterly basis.

4.5.4.5.10 Additional training topics may be covered in training as required by Contractor or upon Agency request.

4.5.4.6 Required Training – Agency Provided

Initial and Annual in-service training will be conducted at each installation / location to ensure proficiency in guard skills and to remain current in State and Federal doctrine. Agency personnel / Site POC's will coordinate and administer the training. All CSGs shall receive initial training to include at a minimum:

4.5.4.6.1 Use of Force in accordance with State and local laws and statutes

4.5.4.6.2 Legal authority and jurisdiction including potential conflicts of interest and Posse Comitatus Act issues. Security personnel while wearing the duty uniform and/or badge, may not be deputized or exercise any additional authority and jurisdiction while on duty under this Contract.

4.5.4.6.3 Personnel Identification procedures, including authorized identification cards/badges.

4.5.4.6.4 Communication procedures on equipment.

4.5.4.6.5 Antiterrorism and Operations Security requirements (site specific).

4.5.4.6.6 Protective Equipment and procedures to include blood borne pathogens and HASMAT awareness training.

4.5.4.6.7 Task certification (for specific job for which CSG is hired).

4.5.4.6.8 Standards of conduct and ethics.

4.5.4.6.9 Active Shooter Response training.

4.5.4.6.10 National Incident Management System (NIMS) training.

4.5.4.6.11 Operation of x-ray machines and metal detection equipment, if applicable to assigned site. Training will be provided annually at a minimum.

4.5.4.6.12 Operation and issuing employee and/or visitor badges, if applicable.

4.5.4.7 Language Requirement

The Agency requires that all security personnel, be able to speak English fluently and understand written English. This requirement is necessary because of the high profile of the security personnel who must be able to provide direction, answer questions, file written incident reports, and deal with law enforcement or medical personnel should the need arise.

4.5.4.8 Supervisor Requirements and Responsibilities

In addition to the requirements and responsibilities set forth for CSGs, supervisors must have at least two (2) years of experience in an administrative and supervisory capacity.

4.5.4.8.1 Supervise all CSGs assigned to his/her respective shift.

4.5.4.8.2 Maintain accountability of all personnel under their supervision and act as liaison between the Agency and Contractor during their shift.

4.5.4.8.3 Ensure CSGs observe Agency rules and regulations in effect in the location where CSG is assigned.

4.5.4.8.4 Manage schedules accordingly for their shift and manage the transition of shifts.

4.5.4.8.5 Provide all incident and weekly reports to the Agency per site SOP.

4.5.4.8.6 While Supervisors are on duty they will be counted as security coverage.

4.5.4.9 Proof of Staff Qualification

The following items are required to be submitted to Agency for each CSG prior to assignment to the Contract.

- 4.5.4.9.1** Security license
- 4.5.4.9.2** Current criminal history check
- 4.5.4.9.3** Firearm qualification (armed CSGs)
- 4.5.4.9.4** Copy of training records for use of handcuffs, police baton and chemical spray for each CSG
- 4.5.4.9.5** Level 1 Antiterrorism Awareness completion certificate
- 4.5.4.9.6** OPSEC completion certificate
- 4.5.4.9.7** SAR completion certificate
- 4.5.4.9.8** Drug test certification
- 4.5.4.9.9** Proof of any additional required certification (CPR, First Aid, AED)

4.5.5 Equipment and Vehicles

Contractor shall provide CSGs with all necessary equipment, materials, and supplies necessary for performance at each location identified in the solicitation.

CSGs will only use equipment furnished by the Contractor, unless the solicitation or Contract explicitly states that specific equipment will be supplied by the Agency. Privately-owned (individually owned) uniforms and equipment will not be permitted.

Contractor shall maintain all equipment in acceptable and working condition, and ensure that all personnel properly maintain all uniforms and equipment.

4.5.5.1 Equipment Provided by Contractor

Reasonable standards of neatness will be maintained at all times. Contractor must maintain a 1:1 ratio for all equipment provided (e.g. 10 CSGs = 10 firearms, duty equipment, etc.

Prior to the effective date of the Contract, the Contractor shall submit for approval a color photo or picture of the standard uniform to be worn by on-site personnel. Once approved, the Contractor shall not change the type, color or style of the uniform without written consent of the Agency.

4.5.5.1.1 Uniform

Uniform will look similar to law enforcement uniforms in appearance, and must be professional and appropriate for the season. Standard uniform for each CSG

- a.** Shirt
- b.** Pants
- c.** Boots – black uniform boots
- d.** Duty belt – black nylon or leather law enforcement duty belt with belt keepers, trouser belt, handcuff case/carrier, baton carrier, OC holder, flashlight carrier, black minimum retention level 2 holster, minimum 2 magazines with pouches, and glove pouch
- e.** Oleoresin Capsicum (OC) Chemical Spray – the type of chemical spray that is authorized is the OC Spray that emits a ballistic stream with an effective distance of 6-12 feet
- f.** 15 to 21 inch collapsible baton
- g.** Flashlight
- h.** 2 pair of handcuffs

- i. Body Armor – minimum Level IIA under NIJ standards. Body armor must be worn while on duty, and may be worn in concealed or external carriers
- j. Firearm (per specifications in **Section 4.5.5.1.3**)
- k. Notebook and writing utensils
- l. **Identification / Badges**
Uniforms shall be marked with appropriate logos (e.g. Contractor company name, USA Flag, etc.), and name identification of each CSG. Uniform must clearly identify that CSG is a member of ‘security’ – this may be embroidered on the shirt or indicated on a metal badge that shall be prominently displayed during duty hours on the front of the outer most garment.

4.5.5.1.2 Inclement Weather Gear

The Contractor shall provide each CSG with all clothing and equipment necessary to perform the tasks described herein and the post orders. These may include, but are not limited to, appropriate seasonal outer garments (e.g. cold weather gear - winter coat, boots, gloves, etc.; rain poncho, etc.)

4.5.5.1.3 Firearm

- a. Must be semi-automatic. Calibers may be the following: 9mm, .357 SIG, .40 (preferred), or .45 ACP. All firearms must have an appropriate duty holster and 3 magazines with magazine carrier. An optional weapon mounted light is authorized as long as an appropriate duty holster is provided. All firearms must be of same make, model, and caliber for interchangeability of ammunition.
- b. Firearm must remain on CSG at all times while on duty.
- c. The type of firearm will be approved by Agency prior to effective start date of the Contract.
- d. All personnel required to carry a firearm must sign a DA Form 5019 (Condition of Employment for Certain Civilian Positions Identified Critical under the Department of the Army Drug-Free Federal Workplace Program).

4.5.5.1.4 Additional Equipment for Camp Dodge Joint Maneuver Training Center(CDJMTC)

- a. One (1) laptop with wireless capability for routine business
- b. One (1) printer for routine business – this shall include toner, printer paper, and any maintenance necessary for the printer
- c. One (1) cell phone for site use for routine business and emergency communications

4.5.5.1.5 Additional Equipment for 185th Air Wing

- a. One (1) laptop with wireless capability for routine business
- b. One (1) printer for routine business – this shall include toner, printer paper, and any maintenance necessary for the printer
- c. One (1) cell phone for site use for routine business and emergency communications

4.5.5.1.6 Additional Equipment for MEPS

a. Three (3) Handheld Radios

One radio for each on-duty CSG and one to be used by CDJMTC personnel to communicate with MEPS CSGs (as CDJMTC assigned CSGs will utilize Agency owned radios and will not otherwise have the capability to communicate with MEPS CSGs via radio).

4.5.5.1.7 Any additional equipment supplied by Contractor to CSGs must be pre-approved by Agency.

4.5.5.1.8 Vehicle

Contractor will provide a vehicle (i.e. automobile), at Contractor's expense, to include all associated costs (e.g. maintenance, lease, repair/replacement, fuel). Vehicle(s) must be capable to traverse the given terrain.

m. One (1) vehicle for conducting routine, all-weather travel within CDJMTC that is identifiable as a CDJMTC Security Vehicle. The vehicle should be equipped with spot lights, security lights, and appropriate communication capabilities.

n. One (1) first aid kit per vehicle

o. One (1) AED per vehicle

4.5.5.2 Equipment Provided by Agency

The Agency requires that the Contractor sign for any Federal or State equipment assigned to Contractor personnel for the performance of their official duties. This includes, but is not limited to the items listed herein, and any other equipment required for CSG to fulfill duties under the Contract. The Contractor shall be liable for said property in accordance with AR 735-5, Paragraph 2-5.

4.5.5.2.1 Handheld Radios

4.5.5.2.2 Keys and/or access badges required to perform job duties

4.5.5.2.3 Department of Defense (DoD) Common Access Card (CaC)

4.5.5.2.4 Internet service/connectivity for Contractor's laptop, printer

4.5.5.2.5 Landline phone will be provided for business purposes only

4.5.5.2.6 Security Guard station will be supplied with basic office supplies which may be utilized as needed in the course of regular business

4.5.6 Appearance

Contractor will ensure all CSGs meet the below requirements while on duty.

4.5.6.1 A CSG will maintain the highest possible standards in his/her personal cleanliness and appearance to project a professional demeanor to the public and to function efficiently in accomplishing the objectives of the Agency per the Contract.

4.5.6.2 Name Tapes / Name Badges will be visible on outerwear at all times.

4.5.6.3 The Agency approved, Contractor issued uniform will be worn at all times.

4.5.6.4 No officer will be allowed to work wearing anything other than the Contractor issued uniform. CSG may not wear unauthorized accessories as a visible part of the uniform.

4.5.6.5 Any changes to Contractor's dress code will require approval from the Agency.

4.5.6.6 Uniforms will be clean and neatly pressed, free from tears, holes, frayed areas, missing buttons, or faded and scuffed materials. Leather equipment and footwear will be clean and polished, and personal hygiene will be maintained.

4.5.7 Standards of Conduct

- 4.5.7.1** A CSG may not wear the uniform (in full or in part), accessory, or insignia in an unauthorized or improper manner while in an on- or off-duty status.
- 4.5.7.2** Personally owned weapons are not allowed in any State or Federal owned facility and may not be used by CSGs while on property.
- 4.5.7.3** The CSG shall maintain a courteous but strictly business relationship, with all personnel and the public. At no time with the CSG engage in lengthy and unnecessary conversations that would result in time delays or distraction from their work or the work of others.
- 4.5.7.4** CSGs will maintain clean, neat and orderly assigned work stations at all times.
- 4.5.7.5** At no time shall the on-site personnel have any visitors. The term visitors does not include Contractor supervisors or other necessary Contractor personnel.
- 4.5.7.6** CSGs shall not smoke or use any tobacco materials during their shifts except on scheduled breaks and only in facility designated areas. All smoking or tobacco materials shall be disposed of appropriately in Agency provided receptacles.
- 4.5.7.7** Contractor shall maintain satisfactory standards of employee competency, conduct, appearance and integrity, and shall take such disciplinary action with respect to its employees as may be necessary.

4.5.8 Right of Removal

- 4.5.8.1** The Contractor must inform the Site POC of any changes in personnel assigned to the duty location, prior to implementing the change; except in the event of an emergency as validated by both parties.
- 4.5.8.2** Agency reserves the right, at its discretion, to disapprove the continuing assignment and request the immediate removal of any Contractor personnel assigned to this Contract, reasonably exercised.
- 4.5.8.3** If the Agency exercises this right, the Contractor must remove the personnel from the Contract immediately upon notice by the Agency and must provide qualified replacement personnel who meet the minimum requirements set forth herein, within 14 working days of the Agency's written notice to exercise its rights according to this Section.
- 4.5.8.4** If Contractor removes a CSG (to include a supervisor) from an assigned location at the request of the Agency, or due to violation of established rules of conduct; said individual may not be reassigned to another location under this Contract.

4.5.9 Unauthorized Activities

Grounds for the disciplining or remove of a supervisor or security officer include, but are not limited to the following Unauthorized Activities:

- 4.5.9.1** Unauthorized use of Agency property, including using Agency owned equipment for personal use or gain. This includes the use of
- 4.5.9.2** Leaving the post without proper relief for any reason.
- 4.5.9.3** Failure of a relieving security officer to promptly notify the supervisor of the inability to report for duty.
- 4.5.9.4** Theft or pilferage.
- 4.5.9.5** Accepting any gift or bribe.
- 4.5.9.6** Any unprofessional act toward any visitor, employee or another member of the security force.
- 4.5.9.7** Communicating orders or information to unauthorized personnel.
- 4.5.9.8** Drinking alcohol or being under its influence while on duty.
- 4.5.9.9** Falsifying reports or lying.
- 4.5.9.10** Sleeping while on duty or other neglect of duty.
- 4.5.9.11** Using unnecessary harshness, violence, or profane language.

- 4.5.9.12 Possession or use of Illegal drugs.
- 4.5.9.13 Engaging in any other unauthorized or illegal activities as defined in State, Federal or local laws; in site specific SOP, or Contractor-issued regulations.

4.5.10 Account Management and Documentation

4.5.10.1 Account Manager

Contractor shall provide a single point of contact to serve as the Account Manager to interface with the Agency / Site POC during the term of the Contract. The Agency will contact the Account Manager on matters concerning administrative or personnel issues, including discipline, training, and operations.

4.5.10.2 Time Sheets

Each CSG shall sign in on a time sheet at the start of each shift and sign out at the end of the shift. Copies, approved by the supervisors, of signed time sheets shall be submitted with each invoice.

4.5.10.3 Billing

Billing will be on a bi-weekly basis. Contractor will submit all associated timesheets, site sign in/out sheets broken down by location and day, indicating the name and hours worked for each CSG.

4.5.10.4 Contractor Records

4.5.10.4.1 Contractor shall be responsible to maintain all employee personnel, background and training records as deemed necessary by Agency in order for Contractor to meet the requirements of this Contract.

4.5.10.4.2 It is the responsibility of the Contractor to ensure that personnel maintain the appropriate weapon permits and other licensing while engaged in work performed under this Contract.

4.5.10.4.3 Contractor will submit all new hire CSG packets to the Agency for any security officer or supervisor. Packets must include criminal history check, all required licensing certificates, proof of drug test and results, proof of required training as outlined in this Scope of Work, and PAT results.

4.5.10.4.4 Other required items not specifically listed here may be required on a case by case basis with allowed time for Contractor to produce.

4.5.10.4.5 The Agency retains the right to request all documentation to validate compliance with training requirements, National Agency Check (NAC) requirements, or any other requirements outlined in the Contract. A personnel file with a photo of the CSG, NAC, PAT score and current training status will be kept by the Contractor at each location for inspection at any time.

4.5.11 Rates

The hourly rate provided by Contractor shall be inclusive of all payment and/or compensation to its Employees, to include any applicable Payroll Taxes, State and Federal Taxes, Workmen's Compensation Insurance premiums, Liability premiums, Vehicle, Fuel, Vehicle maintenance and Pre-tax profits.

4.5.12 Kick Off Meeting(s)

The Contractor shall meet with Agency staff PRIOR to the commencement of the Contract for a project kick off meeting to clarify any areas and help familiarize the Contractor with the tasks to be assigned.

4.6 Safety

All Contractors and subcontractors performing services for the Agency are required to and shall comply with all Occupational and Health Administration (OSHA), State, and Occupational Health Standards and any other applicable rules and regulations. Additionally, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any person or property within and around the work site area(s) under the awarded Contract.

4.7 Subcontractors

Subcontractors are not allowed for this Contract. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the Contract.

4.8 Price Adjustments to Term Contract(s)

Bid prices shall remain firm for the initial term of the contract (01 Jan 2023 - 30 Sept 2023). Price adjustments may be taken into consideration during the contract renewal process. The Agency reserves the right to accept or reject any proposed price changes. Requested price changes should be submitted to the Agency, sixty (60) days prior to the contract anniversary date.

ATTACHMENT 1
Certification Letter

Alterations to this document are prohibited.

Date: _____

Jocelyn Brincks, Issuing Contract Officer
Department of Public Defense
Bldg. 3465 (W41), Camp Dodge
7105 NW 70th Ave
Johnston IA 50131-1824

RE: Request for Bid – Bid Certifications

Dear Ms. Brincks:

I certify that the contents of the Bid submitted on behalf of **Bidder**, in response to **Department of Public Defense** (Agency) for **RFB # 2210SECURITY** for **Security Services at Iowa National Guard Facilities** are true and accurate. I also certify that Bidder has not knowingly made any false statements in its Bid.

Certification of Independence

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

1. The Bid has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Bid has been developed independently, without consultation, communication or agreement with any other Bidder or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Bidder to induce any other Bidder to submit or not to submit a Bid for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Bidder and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

I certify that, to the best of my knowledge, neither Bidder nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Bid been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Bid had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to

other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

Pursuant to *Iowa Code sections 423.2(10) and 423.5(4) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Bidders to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Bid in response to the (RFB), the Bidder certifies the following: (check the applicable box)

- Bidder is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 423*; **or**
- Bidder is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48)(2016)*.

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

Sincerely,

Signature _____ **Date**

Name and Title of Authorized Representative

Name of Bidder’s Firm / Company

ATTACHMENT 2
Authorization to Release Information Letter
Alterations to this document are prohibited.

Date: _____

Jocelyn Brincks, Issuing Contract Officer
Department of Public Defense
Bldg. 3465 (W41), Camp Dodge
7105 NW 70th Ave
Johnston IA 50131-1824

RE: Request for Bid – Authorization to Release Information

Dear Ms. Brincks:

Bidder hereby authorizes the **Department of Public Defense** (Agency) or 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 Bidder in response to **RFB # 2210SECURITY**.

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

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

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

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

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

Sincerely,

Signature

Date

Name and Title of Authorized Representative

Name of Bidder's Firm / Company

ATTACHMENT 3
Form 22 – Request for Confidentiality
SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR BID. THIS FORM 22 IS REQUIRED WHETHER THE BID DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE BID TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM CONSIDERATION. COMPLETE PART 1 OF THIS FORM 22 IF BID DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF BID DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

A Bidder not requesting confidential treatment of information contained in its Bid shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Bid.

2. Confidential Treatment of Information is Requested

A Bidder requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Bid as containing confidential information, (3) mark each page upon which the Bidder believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Bidder: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Bidder to respond to inquiries by the Agency concerning the confidential status of such information.

The Public Copy from which confidential information has been excised. The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Bid as possible.

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

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

Part 1 – Confidential Treatment Is Not Requested

***Fill in and sign the following if you have provided no confidential information.
If signing this Part 1, do not complete Part 2.***

Bidder acknowledges that bid response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this bid response.

This Form must be signed by the individual who signed the Bidder's Bid. The Bidder shall include this Form completed and signed in its Bid packet.

RFB # _____ RFB Title _____

Name of Bidder's Firm / Company

Signature

Date

Name and Title of Authorized Representative

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

Part 2 - Confidential Treatment is Requested

*Please note that this Form is to be completed and signed **ONLY** if Bidder is submitting a request for confidential treatment of any information submitted in its Bid. If signing this Part 2, do not complete Part 1.*

BIDDER MAY NOT REQUEST PRICING TO BE HELD IN CONFIDENCE.

NOTE: Completion of this Form is the sole means of requesting confidential treatment.

Completion of the Form and Agency’s acceptance of Bidder’s submission does not guarantee the Agency will grant Bidder’s request for confidentiality. The Agency may reject Bidder’s Bid in the event Bidder requests confidentiality for portions of its Bid that are improper under the RFB. **If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Bidder’s submittal to request confidentiality or rejection of the Bid as being non-responsive.**

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

RFB Section:	Cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Justification re: why information must remain confidential.	Explain why disclosure of the information would not be in the best interest of the public.	Name, address, phone, and email for the person at Bidder’s organization authorized to respond to inquiries by the Agency concerning the status of confidential information.

This Form must be signed by the individual who signed the Bidder’s Bid. Bidder shall include this Form completed and signed in its Bid packet. A copy of this document shall be placed in all copies of Bids submitted including the Public Copy.

RFB # _____ RFB Title _____

Name of Bidder’s Firm / Company

Signature _____
Date

Name and Title of Authorized Representative

**MICRO-PURCHASE
NATIONAL DEFENSE AUTHORIZATION ACT (NDAA) SECTION 889 REPRESENTATION**

For additional information see: https://www.acquisition.gov/FAR-Case-2019-009/889_Part_B

1. Merchant has an active registration in SAM (www.sam.gov) **and** FAR 52.204-26 is dated Oct 2020 (or later)
 Merchant is not registered in SAM (www.sam.gov) **or** is registered, but FAR 52.204-26 is dated earlier than Oct 2020

2. Company Name / Merchant (Offeror)		3. Date	
4. Company Street Address	5. City	6. State	7. Zip Code
8. Owner or Designated Representative Name		9. E-mail	
		10. Telephone Number	
11. DUNS Number (<i>if applicable</i>)		12. Cage Code Number (<i>if applicable</i>)	
		13. SAM Registration Expiration Date (<i>if applicable</i>)	

14. Complete the following [FAR 52.204-26](#) Representation:

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

- (a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
- (c)(1) *Representation.* The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or to the Government in the performance of any contract, subcontract, or other contractual instrument.
- (2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services

Signature of Owner or Designated Representative
identified in Block 8 above.

This representation expires on the date in block 13 or one year from the date in block 3, whichever is soonest. Forward any representation modifications/changes to the sender within 30 days.

Additional Disclosure Instructions to Merchant/Offeror (*if applicable*)

- (a) If the Offeror represents in (c)(1) above that, "it *does* provide covered telecommunications equipment [...]", then the Offeror should go to FAR 52.204-24 -- Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, paragraph (e)(1) *Disclosures* (https://www.acquisition.gov/far/part-52#FAR_52_204_24) to identify the additional documentation that should accompany this representation when sending it back to the sender.
- (b) If the Offeror represents in (c)(2) above that, "it *does* use covered telecommunications equipment [...]", then the Offeror should go to FAR 52.204-24 -- Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, paragraph (e)(2) *Disclosures* (https://www.acquisition.gov/far/part-52#FAR_52_204_24) to identify the additional documentation that should accompany this representation when sending it back to the sender.

**ATTACHMENT 5
FORM OF BID**

I. RFB # 2210SECURITY

II. Instructions

Bidder must complete this form in its entirety and return as part of the Bid Packet by Bid due date. If more space is needed for your response to any of the following, please attach additional pages (8 ½" x 11") and reference the corresponding item number to which you are responding.

III. Bidder Information

The Bidder shall provide the following general background information:

A. Firm Name _____

Firm DBA (if applicable) _____

Form of Business (e.g. corporation, partnership, LLC, etc.) _____

Address _____

Principal Contact Person _____

Principal Contact Title _____

Phone _____ **Email** _____

of years in business _____ **# of years providing security services** _____

State of incorporation _____ **# of Employees** _____

B. Office and Account Manager who would service the account:

Address _____

Office Phone _____

Contact _____

Title of Contact _____

Direct Phone _____ **Cell Phone** _____

Email _____

C. Bidder's Representative (individual authorized to legally bind company)

Name _____

Title _____

Phone _____ **Email** _____

E. State whether any of Bidder's owners, officers, or primary partners have ever been convicted of a felony.

F. Failure to disclose these matters may result in rejection of the Bid or termination of any subsequent Contract. The above disclosures are a continuing requirement. Bidder shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Bid, and any Contract executed with successful Bidder.

XI. Preference (if out of state Bidder)

Bidder certifies the Resident Preference given by the State or Foreign Country of Bidder's residence. Enter the Resident Preference in the space below or indication "no" preference.

Bidder's state: _____

Bidder's state has a preference law: **Yes** **No**

XII. Award by Supplier

The Agency has determined that the award will be made to the Bidder with the best overall price.

Bidder has read and agrees to this section: **Yes** **No**

XIII. Criminal History and Background Information

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

Bidder has read and agrees to this section: **Yes** **No**

XIV. Insurance

The Contract will require the successful Bidder to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions. Bidder shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Agency, insurance covering its work of the type and in amounts required by this Contract.

Bidder's insurance shall, among other things, insure against any loss or damage resulting from or related to Bidder's performance of this Contract regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Contract shall: (i) be subject to the approval of the Agency; (ii) remain in full force and effect for the entire term of this Contract; and (iii) not be canceled, reduced or changed without the Agency's prior written consent. The State of Iowa and Agency shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: "It is hereby agreed and understood that the State of Iowa and the Agency are named as additional insured, and that the coverage afforded to the State of Iowa and the Agency under this policy shall be primary insurance. If the State of Iowa or the

Agency have other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer’s liability under this policy shall not be reduced by the existence of such other insurance.”

Unless otherwise requested by the Agency, Bidder shall cause to be issued insurance policies with the coverages set forth below:

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$3 million
	Products	
	Comp/Op Aggregate	\$3 Million
	Personal injury Each Occurrence	\$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

A. Certificates of Coverage

At the time of execution of this Contract, Bidder shall deliver to the Agency, certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Bidder starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Bidder related to this Contract, certifying that the State of Iowa and the Agency are named as additional insureds 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 Agency. All certificates of insurance shall be subject to approval by the Agency.

The Bidder shall simultaneously with the delivery of the certificates deliver to the Agency one duplicate original of each insurance policy. Liability of Bidder Acceptance of the insurance certificates by the Agency shall not act to relieve Bidder of any obligation under this Contract. It shall be the responsibility of Bidder to keep the respective insurance policies and coverages current and in force during the life of this Contract. Bidder shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Bidder shall have no claim or other recourse against the State or the Agency for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Bidder. Notwithstanding any other provision of this Contract, Bidder shall be fully responsible and liable for meeting and fulfilling all of its obligations.

B. Waiver of Subrogation Rights

Bidder shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Agency or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Agency. Filing of Claims In the event either the Agency or the State suffers a loss and is unable to file a claim under any policy of insurance required under this Contract, the Bidder shall, at the Agency’s request, immediately

The State of Iowa's warrant drawn 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.

B. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)

Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

Bidder has the capability to accept payment via EFT/ACH: **Yes** **No**

XVIII. Best and Final Offers

The Issuing Contract Officer reserves the right to conduct discussions with Bidders for obtaining "best and final offers". To obtain best and final offers from Bidders, the Issuing Contract Officer may do one or more of the following: enter into pre-selection negotiations, including the use of an on-line auction; schedule oral presentations; and/or request revised Bids.

Bidder has read and agrees to this section: **Yes** **No**

XIX. Pricing

Pricing must include all delivery, packaging and administrative costs including, but not limited to, any US import charges associated with the product. There shall be no minimum order quantities or total order amount required from the Agency, by the Bidder. All Bid pricing must be rounded to the nearest hundredth (0.00) US currency.

Bidder has read and agrees to this section: **Yes** **No**

XX. Adjustments in Pricing

The following stipulations are applicable to any pricing adjustments:

- A.** Adjustments in pricing shall be at the discretion of the Issuing Contract Officer.
- B.** Original pricing shall remain firm and fixed for the initial term of the Contract.
- C.** Requests for adjustments must clearly identify the items / services impacted by the increase.
- D.** Must be filed with Agency Issuing Contract Officer a minimum of 60 calendar days before the effective date of proposed increase.
- E.** Must be accompanied by documentation acceptable to the Agency, sufficient to warrant the increase. The adjustment shall remain firm and fixed for at least 365 days after the effective date of the adjustment.

Bidder has read and agrees to this section: **Yes** **No**

**ATTACHMENT 6
REFERENCES**

Provide a minimum of three (3) client references for security guard services performed within the past three (3) years. The reference contact must be someone who has personal knowledge of the Bidder's performance, and should be informed that they may be contacted by Agency for a reference check.

I. REFERENCE 1 - Client _____
Contact _____ Title _____
Phone _____
Service Location(s) _____
Service Year(s) - From _____ To _____ Approx Square Footage protected: _____
Services provided _____

II. REFERENCE 2 - Client _____
Contact _____ Title _____
Phone _____
Service Location(s) _____
Service Year(s) - From _____ To _____ Approx Square Footage protected: _____
Services provided _____

III. REFERENCE 3 - Client _____
Contact _____ Title _____
Phone _____
Service Location(s) _____
Service Year(s) - From _____ To _____ Approx Square Footage protected: _____
Services provided _____

**ATTACHMENT 7
COST PROPOSAL**

I. Cost Proposal

Contractor’s Cost Proposal shall include an all-inclusive, itemized, total cost in US Dollars (including all travel, expenses, etc. in pricing). All pricing to be based on Net 60 Days Payment Terms. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

LOCATION	HOURLY RATE ARMED CSG	HOURLY RATE UNARMED CSG
Camp Dodge Joint Maneuver Training Center Johnston, Iowa 50131		
Joint Forces Headquarters Johnston, Iowa 50131		
Army Aviation Support Facility (AASF #1) Boone, Iowa 50036		
Army Aviation Support Facility (AASF #2) Waterloo, Iowa 50703		
Army Aviation Support Facility (AASF #3) Davenport, Iowa 52806		
Military Entrance Processing Station Johnston, Iowa 50131		
Iowa Air National Guard - 185 th Air Refueling Wing Sioux City, Iowa 51111		N/A
<i>(Additional Fees / Description)</i>		
<i>(Additional Fees / Description)</i>		
<i>(Additional Fees / Description)</i>		
On-call as-needed / temporary Additional contracted security guard (ALL LOCATIONS)		

II. Payment Terms

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

What discount will you give for payment in 15 days? _____

What discount will you give for payment in 30 days? _____

**ATTACHMENT 8
CHECKLIST OF SUBMITTALS**

RFB REFERENCE SECTION	RESPONSE INCLUDED	
	Yes	No
3.1.2 Bid Response 1 Original (hard copy or pdf via email)		
3.1.3 One (1) Public Copy with Confidential Information Excised (<i>IF APPLICABLE</i>)		
BID PACKET CONTENTS		
3.2.1 Certification Letter Attachment #1		
3.2.2 Authorization to Release Information Letter Attachment #2		
3.2.3 Form 22 – Request for Confidentiality Attachment #3		
3.2.4 889 Representation Form Attachment #4		
3.2.5 Form of Bid Attachment #5		
3.2.6 References Attachment #6		
3.2.7 Cost Proposal Attachment #7		
3.2.8 State of Iowa License		