

REQUEST FOR BID

RFB COVER SHEET

Administrative Information:

TITLE OF RFB:	Army Installation Energy and Water Plan – Fort Iowa	RFB Number:	IEWP2020
Agency:	Department of Public Defense		
State seeks to purchase:	Professional Services to Support Development of an IEWP for Fort Iowa	Available to Political Subdivisions?	No
STATE ISSUING OFFICER			
Jocelyn Brincks, Purchasing & Contracting Manager Jocelyn.brincks@iowa.gov 515-252-4522			
Mailing Address Department of Public Defense – State Comptroller’s Office ATTN: Jocelyn Brincks Bldg. 3465 (W41), Camp Dodge 7105 NW 70 th Ave Johnston IA 50131-1824			
PROCUREMENT TIMETABLE			
Event or Action		Date/Time (Central Time)	
State Posts Notice of RFB on TSB website		July 23, 2020	
State Issues RFB		July 25, 2020	
RFB written questions, requests for clarification, and suggested changes from Bidders due		August 6, 2020	
Agency’s written response to questions, requests for clarifications and suggested changes posted as Addendum to RFB		August 10, 2020	
Bids Due		August 20, 2020 2:00 PM (Central Time)	
Anticipated Date to issue Notice of Intent to Award		August 24, 2020	
Anticipated Date to execute contract		August 31, 2020	
Relevant Websites:	Web-address:		
Internet website where Addenda to this RFB will be posted	http://bidopportunities.iowa.gov/		
Internet website where contract terms and conditions are posted:	https://dpd.iowa.gov/sco/doc/terms/050116%20terms%20services.pdf		
Number of Bids to be Submitted	1 Original of each required Form (see Section 3)		
The minimum Number of Days following the deadline for submitting bids that the Bidder guarantees all bid terms, including price, will remain firm:	180 Days		

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SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Bids (RFB) is to solicit bids from qualified firms to provide the services identified on the RFB cover sheet (and further described in **Attachment 1 - Scope of Work**) to the Agency identified on the RFB cover sheet. The Agency intends to award a Contract(s) to the successful Bidder (“Contractor”).

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.

“**Bid**” means the Bidder’s bid submitted in response to the RFB.

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

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

“**Contractor**” means the successful Bidder to this RFB.

“**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 the material provisions of this RFB, or is either an alternative bid or a bid with an exception, if accepted by 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 Contract Declarations & Execution Page(s), 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 for the preparation of competitive Bids. The RFB process is for the Agency’s benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

1.4 Background Information

The Department of Public Defense, on behalf on the Iowa National Guard – is seeking to enter into a contract with a firm to provide Professional Services to Support Development of an IEWP for Fort Iowa.

Additional background information and definitions can be found in **Attachment 1 – Scope of Work** to this RFB.

SECTION 2 ADMINISTRATIVE INFORMATION
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2.1 Issuing Officer

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

2.2 Restriction on Communication

From the issue date of this RFB until a Notice of Intent to Award the Contract is issued, Bidders may contact only the Issuing Officer. The Issuing Officer will respond only to written (electronic) questions regarding the procurement process. Questions related to the interpretation of this RFB must be submitted electronically in writing to the Issuing Officer. Oral questions related to the interpretation of this RFB will not be accepted. Bidders may be disqualified if they contact any State or Federal employee other than the Issuing Officer about the RFB except that Bidders may contact the State Targeted Small Business Office on issues related to 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 Downloading the RFB from the Internet

The RFB document(s) and any addenda to the RFB will be posted at <http://bidopportunities.iowa.gov/>. The Bidder is advised to check the website periodically for Addenda to this RFB.

It is the Bidders sole responsibility to check daily for addenda to posted documents.

2.4 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.

2.5 Questions, Requests for Clarification, and Suggested Changes

Bidders are invited to submit written questions and requests for clarifications regarding the RFB. Bidders may also submit suggestions for changes to the specifications of this RFB. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing 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 or 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.

2.6 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.

It is the Bidder's sole responsibility to check for addenda to posted documents.

2.7 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 in accordance with Section 2.8 of this RFB.

2.8 Submission of Bids

The Agency must receive the Bid at the Issuing Officer's address identified on the RFB cover sheet before the "Bids Due" date and time listed. **This is a mandatory specification and will not be waived by the Agency. Any Bid received after the deadline will not be accepted.** It is the Bidder's responsibility to ensure the Bid is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Bid. Email and faxed Bids will not be accepted.

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

2.9 Bid Opening

The Agency will open Bids after the deadline for submission of Bids has passed. The Bids will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Bidders who submitted timely Bids will be publicly available after the Bid opening. The announcement of Bidders who timely submitted Bids does not mean that an individual Bid has been deemed technically compliant or accepted for evaluation.

2.10 Costs of Preparing the Bid

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

2.11 No Commitment to Contract

The Agency reserves the right to reject any or all Bids 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.

2.12 Rejection of Bids

The Agency may reject outright and will not evaluate Bids if the Bidder fails to deliver the Bid by the due date and time. The Agency may reject outright and may not evaluate Bids for any one of the following reasons:

- The Bidder acknowledges that a requirement of the RFB cannot be met.
- The Bidder's Bid materially changes a requirement of the RFB or the Bid is not compliant with the requirements of the RFB.
- The Bidder's Bid limits the rights of the Agency.

- The Bidder fails to include information necessary to substantiate that it will be able to meet a requirement of the RFB.
- The Bidder fails to timely respond to the Agency’s request for information, documents, or references.
- The Bidder fails to include Bid Security, if required.
- The Bidder fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
- The Bidder presents the information requested by this RFB in a format inconsistent with the instructions of the RFB or otherwise fails to comply with the requirements of the RFB.
- The Bidder initiates unauthorized contact regarding the RFB with a State or Federal employee other than the Issuing Officer.
- The Bidder provides misleading or inaccurate responses.
- The Bidder’s Bid is materially unbalanced.
- 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.
- The Bidder alters the language in the Certification Letter or Authorization to Release Information Letter.
- The Bidder is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code section 12J.3.

2.13 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 informalities that do not affect responsiveness, are merely a matter of form or format, that 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 RFB. 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.

2.14 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 and the qualifications of any subcontractor identified in the Bid.

2.15 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.

2.16 Verification of Bid Contents

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

2.17 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 if the information materially alters the content of the Bid or alters 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.

2.18 Disposition of Bids

All Bids become the property of the Agency and shall not be returned to the Bidder. Once the Agency issues a Notice of Intent to Award the Contract, the contents of the Bids will be in the public domain and be 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.

2.19 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.**

2.20 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 BIDDOES 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 NOT EVALUATED.

2.21 Copyright Permission

By submitting a Bid, the Bidder agrees that the Agency may copy the Bid for purposes of facilitating the evaluation of the Bid or to respond to requests for public records. 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 ideas or adaptations of ideas that are presented in Bids.

2.22 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 herein or concerning the Agency's failure, negligent or otherwise, to provide the Bidder with pertinent information in this RFB.

2.23 Bidder Presentations

At the sole discretion of the Agency, Bidders may be required to make a presentation of the Bid. The presentation may occur at the Agency's offices or at the offices of the Bidder. The determination as to need for presentations, 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 the Bidder's Bid. The presentation shall not materially change the information contained in the Bid.

2.24 Evaluation of Bids Submitted

Bids that are timely submitted and are not subject to disqualification will be reviewed in accordance with the RFB.

2.25 Preferences

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.

2.26 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 bid format instructions and answer "Yes" to all parts of Section 5 and include information demonstrating the Bidder will be able to comply with the bid requirements.

2.27 Evaluation Criteria

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

2.28 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.

2.29 Definition of Contract

The full execution of a written contract shall constitute the making of a contract for the goods and/or services requested by the RFB and no Bidder shall acquire any legal or equitable rights regarding the Contract until the Contract has been fully executed by the successful Bidder and the Agency.

2.30 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.

2.31 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.

2.32 Appeals

Appeals of the Notice of Intent to Award are governed by the Agency's vendor appeal process. Bidder whose Bid has been timely filed and who is aggrieved by the Notice of Intent to Award of the Agency may appeal the decision by filing a written notice of appeal (in accordance with Iowa Administrative Code 11—Chapter 117.20, and Chapter 7) to the Issuing Officer listed on page 1 of the RFB. The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Department, 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 Payment

2.33.1 Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. State Warrant is the preferred payment method for the Agency, but payments may be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant.

2.33..1 State Warrant

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.

2.33.2 Payment Terms

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

2.34 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://das.iowa.gov/procurement/vendors/how-do-business>

SECTION 3 FORM AND CONTENT OF BIDS
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3.1 Instructions

These instructions prescribe 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.

3.2 Bid Packet

The Bid Packet shall include the following documents:

3.2.1 Transmittal Letter

An individual authorized to legally bind the Bidder shall sign the transmittal letter. The letter shall include the Bidder's mailing address, electronic mail address, fax number, and telephone number.

3.2.2 Executive Summary / Experience

The Bidder must provide the following information regarding its firm and experience on company letterhead:

- Name, address, telephone number, fax number and e-mail address of the Bidder including all d/b/a's or assumed names or other operating names of the Bidder and any local addresses and phone numbers.
- Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company.
- State of incorporation, state of formation, or state of organization.
- The location(s) including address and telephone numbers of the offices and other facilities that relate to the Bidder's performance under the terms of this RFB.
- Number of employees.
- Number of years in business.
- Number of years of experience with providing the types of goods and/or services contemplated by the RFB.
- Name, contact information and qualifications of any subcontractors who will be involved with this project the Bidder proposes to use and the nature of the goods and/or services the subcontractor would perform.

3.2.3 Personnel

The Bidder must provide resumes for all key personnel who will be involved in providing the services requested in this RFB. The following information must be included in the resumes:

- Full Name
- Education and/or Certification
- Years of experience and employment history particularly as it relates to the requirements of the RFB.

3.2.4 Termination, Litigation, Debarment

The Bidder must provide the following information:

- During the last five (5) years, has the Bidder has a contract for services terminated for any reason? If so, provide full details related to the termination.
- During the last five (5) years, describe any damages, penalties or settlements to resolve disputes entered into by Bidder under any of its existing or past contracts as

it relates to services performed that are similar to the services contemplated by this RFB. If so, provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.

- During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity.
- During the last five (5) years, provide a list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Bidder or its officers have been a party.
- The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid or termination of any subsequent Contract.
- This is a continuing disclosure requirements. Any such matter commencing after submission of a Bid, and with respect to the successful Bidder after the execution of a Contract, must be disclosed in a timely manner in a written statement to the Agency.

3.2.5 Attachment 2 – Certification Letter

The Bidder shall sign and submit with the Bid, the document included as Attachment 2, in which the Bidder shall make the certifications included in the letter.

3.2.6 Attachment 3 – Authorization to Release Information

The Bidder shall sign and submit with the Bid, the document included as Attachment 3, in which the Bidder authorizes the release of information to the Agency.

3.2.7 Attachment 4 – Form 22-Request for Confidentiality

The Bidder shall sign and submit with the Bid, the document included as Attachment 4, pursuant to Section 2.20 of the RFB.

3.2.8 Attachment 5 – Bid Form

The Bidder shall fill in responses as required, sign and submit with the Bid, the document included as Attachment 5. Cost proposal should be written in numbers only, as a lump sum in US Dollars.

3.2.9 Public Copy (if applicable)

3.3 Bid Submittal Process

Pursuant to Section 2.8, Bids shall be submitted via postal / courier service; emailed or faxed bids will not be accepted.

3.3.1 Number of Copies

Hard (Paper) Copies – One (1) original hard copy

Digital (USB or CD) Copies – One (1) copy on digital media

If the Bidder designates any information in its Bid 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”.

- 3.1.1** The Bid Packet shall be placed in a sealed envelope, labeled with the following information:

**RFB – IEWP2020
Army Installation Energy and Water Plan – Fort Iowa
Jocelyn Brincks
Iowa Department of Public Defense**

[Bidder's Name and Address]

- 3.1.2** Place the sealed envelope inside of the mailing envelope / packet / box and mail to:

Department of Public Defense – State Comptroller's Office
ATTN: Jocelyn Brincks – RFB IEWP2020
Bldg. 3465 (W41), Camp Dodge
7105 NW 70th Ave
Johnston, IA 50131-1824

The Agency shall not be responsible for misdirected packages or premature opening of Bids if a Bid is not properly labeled.

SECTION 4 SCOPE OF WORK

4.1 Overview

The successful Bidder shall provide the services to the Agency in accordance with the requirements as provided in **Attachment 1 – Scope of Work**.

SECTION 5 SPECIFICATIONS

5.1 Mandatory Specifications

All items listed in this Section are Mandatory Bid Specifications. A successful Bidder must be able to satisfy all of these specifications to be deemed a Responsible Bidder.

- 5.1.1 Must have experience developing an IEWP for a military base / installation.
- 5.1.2 Must have experience modeling future energy consumption.
- 5.1.3 Must have experience in modeling resiliency in critical environments.
- 5.1.4 Must have experience helping customers reach net zero energy use in a cold climate.

SECTION 6 CONTRACT TERMS AND CONDITIONS

6.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFB shall comprise the specifications, terms and conditions of the RFB, written clarifications or changes made by the Agency to the RFB through an amendment to the RFB in accordance with the provisions of the RFB, the General Terms and Conditions, the offer of the successful Bidder contained in its Bid, and any other terms deemed necessary by the Agency. No objection or amendment by a Bidder to the provisions or terms and conditions of the RFB or the General Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Bidder's objection or amendment in writing.

The Contract terms and conditions in this Section 7 and the General Terms and Conditions will be incorporated into the Contract. The General Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Bidders to better evaluate the costs associated with the RFB specifications and the Contract. All costs associated with complying with these specifications should be included in any pricing quoted by the Bidder.

By submitting a Bid, Bidder acknowledges its acceptance of the terms and conditions of the RFB and the General Terms and Conditions without change except as otherwise expressly stated in its Bid. If the Bidder takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Bid the specific RFB or General Terms and Conditions language it proposes to include in place of the provision. If Bidder's exceptions or proposed responses materially alter the RFB, or if the Bidder submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Bid, in its sole discretion.

The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Bidder or to negotiate Contract terms with the successful Bidder if the best interests of the State would be served.

6.2 Period of Service

The Contractor shall complete all work and services until final acceptance of the Final IEWP Report as outlined in Attachment 1 – Scope of Work unless otherwise agreed upon in writing by both the Agency and Contractor.

6.3 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 and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

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

Acceptance of the insurance certificates by the Agency shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor 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 Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

6.4 Performance Security

The Contract may require the Bidder to provide security for performance [e.g. performance bond, escrow, letter of credit, liquidated damages].

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

Attachment # 2
Certification Letter

Alterations to this document are prohibited.

(Date) _____

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

Re: RFB IEWP2020 - BID CERTIFICATIONS

Dear Ms. Brincks:

I certify that the contents of the Bid submitted on behalf of **[Name of Bidder]** (Bidder) in response to Department of Public Defense (Agency) for RFB IEWP2020 for Army Installation Energy and Water Plan – Fort Iowa 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 Bid 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

6. 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

7. 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

Name and Title of Authorized Representative

Date

Attachment #3
Authorization to Release Information Letter
Alterations to this document are prohibited.

(Date) _____

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

Re: RFB IEWP2020- AUTHORIZATION TO RELEASE INFORMATION

Dear Ms. Brincks:

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

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

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

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

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #4
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 EVALUATION. 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 is in addition to the number of copies requested in Section 3 of this RFB. 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, Federal 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 – No Confidential Information Provided

Confidential Treatment Is Not Requested

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

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

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

_____	RFB IEWP2020	Army Installation Energy &
Company	RFB Number	Water Plan – Fort Iowa
_____	_____	_____
Signature (required)	Title	Date

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

Part 2 - Confidential Treatment is Requested

The below information is to be completed and signed ONLY if Bidder is requesting confidential treatment of any information submitted in its Bid.

NOTE:

- ***Completion of this Form is the sole means of requesting confidential treatment.***
- ***A BIDDER MAY NOT REQUEST PRICING INFORMATION IN BIDS BE HELD IN CONFIDENCE.***

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 entirely in the event Bidder requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Bid that are improper under the RFB.

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:	Bidder must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Bidder must justify why the information should be kept in confidence.	Bidder must explain why disclosure of the information would not be in the best interest of the public.	Bidder must provide the name, address, telephone, 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. The Bid shall place this Form completed and signed in its Bid. A copy of this document shall be placed in all Bids submitted including the Public Copy.

- ***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 note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Bid. If signing this Part 2, do not complete Part 1.***

Company	RFB IEWP2020 RFB Number	Army Installation Energy & Water Plan – Fort Iowa RFB Title
Signature (required)	Title	Date

**ATTACHMENT #5
BID FORM**

Instructions – Bidder must complete this form in its entirety. Fill out items with blanks; indicate “yes” or “no” on items requesting agreement. If a “no” response is indicated, exception must be noted and supporting documentation / explanation provided with Bid.

Only pricing on this form or an exact copy of this form will be accepted.
Bid Form shall be signed by an officer of the firm with authority to bind Bidder to Contract.

Bidder acknowledges receipt of the following Addenda (if issued) which are part of the RFB documents:

Addendum No. _____, _____, _____, _____

5.1 Mandatory Specifications

The Bidder has read, understands and confirms the following:

- Bidder has experience developing an IEWP for a military base/installation.

Bidder has read and agrees to this Section Yes No

- Bidder has experience modeling future energy consumption.

Bidder has read and agrees to this Section Yes No

- Bidder has experience in modeling resiliency in critical environments.

Bidder has read and agrees to this Section Yes No

- Bidder has experience helping customers reach net zero energy use in a cold climate.

Bidder has read and agrees to this Section Yes No

5.2 Terms and Conditions

The Bidder has read, understands and agrees with the terms and conditions of the RFB, including the Contract provisions in Section 7, Specifications in Section 5, and Scope of Work in Attachment 1.

Bidder has read and agrees to this Section Yes No

5.3 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

5.4 Firm Bid Terms

The Bidder guarantees the services offered in the Bid are currently available and that all Bid terms, including price, will remain firm for the number days indicated on the RFB cover sheet following the deadline for submitting Bids.

Bidder has read and agrees to this Section Yes No

5.5 Any contract that results from this Bid will have firm pricing for the duration of the Contract.

Bidder has read and agrees to this Section Yes No

5.6 Best and Final Offers

The Issuing Officer reserves the right to conduct discussions with Bidders for obtaining “best and final offers.” To obtain best and final offers from Bidders, the Issuing Officer may do one or more of the following: enter into pre-selection negotiations, schedule oral presentations, and/or request revised Bids.

Bidder has read and agrees to this Section Yes No

5.7 Pricing

Bidder’s Bid shall be submitted as an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices) for entire project. All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms. Please use additional pages to provide any additional narrative support for the costing information.

Bidder agrees to perform all of the work described in the proposed Contract documents for the lump sum of:

\$ _____

5.7 Bidder Information

Signature of Bidder’s Authorized Representative

Date

Name (Print)

Title

Company