Formal Request for Proposals

<table>
<thead>
<tr>
<th>TITLE OF RFP:</th>
<th>State of Iowa’s Building Benchmarking Program</th>
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<tbody>
<tr>
<td>State Agency:</td>
<td>Iowa Economic Development Authority (IEDA)</td>
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This Request for Proposal (RFP), if awarded, will result in the award of a contract for the purchase and support of a Building Energy Benchmarking Application for use by the Iowa Economic Development Authority Energy Office. IEDA is interested in acquiring a Building Energy Benchmarking Application for use by the IEDA for the purpose of continuing to benchmark buildings in Iowa. Currently Iowa has approximately 2,000 public buildings benchmarked through The Weidt Group’s B3 Benchmarking platform. Public Buildings for purposes of this benchmarking effort include K-12, city-owned, county-owned, community college, higher education, and State of Iowa facilities. It is estimated there are approximately 5,000 – 6,000 public buildings in Iowa. IEDA will also be conducting a pilot project to include up to 400 commercial buildings that are participating in the Energize Des Moines Benchmarking Challenge. The current benchmarking contract expires on June 15, 2018. The purpose of this RFP is to select the appropriate energy benchmarking application to continue to grow the building energy benchmarking effort in the State of Iowa.

<table>
<thead>
<tr>
<th>Initial Term of the Contract:</th>
<th>2 years</th>
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<tr>
<td>Possible extensions:</td>
<td>2</td>
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<tr>
<th>Anticipated Contract Term-Beginning:</th>
<th>June 16, 2018</th>
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<tbody>
<tr>
<td>Ending:</td>
<td>June 15, 2020</td>
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</table>

<table>
<thead>
<tr>
<th>State Issuing Officer:</th>
<th>Adrienne Ricehill, Program Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email:</td>
<td><a href="mailto:adrienne.ricehill@iowaeda.com">adrienne.ricehill@iowaeda.com</a></td>
</tr>
<tr>
<td>Address:</td>
<td>200 East Grand Avenue, Des Moines, IA 50309</td>
</tr>
</tbody>
</table>

**PROCUREMENT TIMETABLE**—Event or Action: Date/Time (Central Time Zone):

- State Posts Notice of RFP on TSB Website: April 2, 2018
- State Issues RFP: April 4, 2018
- Questions Due: April 11, 2018 / 4:00 PM Local time Des Moines, IA
- IEDA Response to Questions on or before April 16, 2018 / 4:00 PM Local time Des Moines, IA
- Proposals Due Date: May 4, 2018 / 12:00 PM Local time Des Moines, IA
- Anticipated Date to Issue Notice of Intent to Award: May 18, 2018
- Anticipated Date to Execute Contract: June 16, 2018
- Internet Website where Addenda to this RFP will be Posted: [http://bidopportunities.iowa.gov/](http://bidopportunities.iowa.gov/)
- Number of Copies of Proposals Required to be Submitted: 4 hard copies, 1 copy on a flash drive

**Firm Proposal Terms** - Per Section 3.2.14, the minimum number of days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm: 120
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SECTION 1: INTRODUCTION

1.1. Purpose. The purpose of this Request for Proposal (RFP) is to solicit proposals from Responsible Contractors to provide the services identified on the RFP cover sheet and further described in Section 2 of this RFP to IEDA. The IEDA intends to award a Contract beginning and ending on the dates listed on the RFP cover sheet, and the IEDA, in its sole discretion, may extend the Contract for up to the number of extensions identified on the RFP cover sheet.

1.2. Definitions. For the purposes of this RFP and the resulting contract, the following terms shall mean:

1.2.1. “Proposal” means the Contractor’s proposal submitted in response to the RFP.

1.2.2. “Contract” means the contract(s) entered into with the successful Contractor(s) as described in Section 6.1.

1.2.3. “Contractor” means a vendor submitting Proposals in response to this RFP.

1.2.4. “IEDA” means the Iowa Economic Development Authority and any other governmental body that purchases from the Contract; may also be referred to as the Department.

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

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

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

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

1.3. Overview of the RFP Process. Contractors will be required to submit their Proposals in hardcopy and on a flash drive. It is the IEDA’s intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 4, Evaluation and Selection.

1.4. Background Information. This RFP is designed to provide Contractors with the information necessary for the preparation of competitive Proposals. The RFP process is for the IEDA’s benefit and is intended to provide IEDA with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Economic Development Authority
The mission of the IEDA is to engender and promote economic development policies and practices which stimulate and sustain Iowa’s economic growth and climate and that integrate efforts across public and private sectors. For more information about IEDA and its programs, visit IEDA’s Web site at www.iowaeconomicdevelopment.com.

The Iowa Economic Development Authority houses the Iowa Energy Office (also called the State Energy Office). The Iowa Energy Office administers the U.S. Department of Energy’s (DOE) American Recovery and Reinvestment Act Program. Under this program, the Office can develop programs to
promote energy efficiency for the state of Iowa. The Energy Office sees building energy benchmarking as an important avenue to identify buildings in need of energy efficiency improvements and a way to verify if those improvements were successful in reducing energy consumption.

This RFP is issued for the IEDA to seek proposals from bidders to provide the IEDA with a statewide building energy benchmarking system. Specific contents of the report are described in Section 2 of this RFP.

SECTION 2: SPECIFICATIONS AND TECHNICAL REQUIREMENTS

2.1 Overview. The successful Contractor shall provide the services to IEDA and other agencies using the Contract in accordance with the specifications and technical requirements as provided in this Section. The Contractor shall address each requirement in this Section and indicate whether or not it will comply with the requirement. If the context requires more than a yes or no answer or the section specifically indicates, Contractor shall explain how it will comply with the requirement. Proposals must address each requirement. Merely repeating the requirements may be considered non-responsive and may disqualify the Contractor. Proposals must identify any deviations from the requirements of this RFP or requirements the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the requirement(s) of this section, the IEDA may reject the Proposal.

2.2 Proposed Scope of Work and Deliverables. Deliverables listed are the minimum expected from the Contractor. Additional information and deliverables based on Contractor's experience with similar projects are encouraged. The IEDA is seeking a Contractor to develop and provide the following:

IEDA is soliciting proposals from qualified vendors to assist the state for the purchase and support of a Building Energy Benchmarking Application for use by the IEDA for the purposes of a statewide public building benchmarking effort.

The project is envisioned to continue to benchmark public buildings in Iowa. Iowa currently has nearly 2000 public buildings in the Weidt Group’s B3 Benchmarking system. Public Buildings for purposes of this benchmarking effort, include K-12, city-owned, county-owned, community college, higher education, and State of Iowa facilities. The state facilities would include multiple state agencies such as the Board of Regents, the Department of Public Defense, the Department of Transportation, the Department of Administrative Services, among others. It is estimated there are approximately 5,000 – 6,000 public buildings in Iowa. The purpose of this RFP is to select the appropriate energy benchmarking application to continue to grow the public building energy benchmarking effort in the State of Iowa.

The expected timeframe for work is to commence on or about June 16, 2018, and continue until June 15, 2020 with the possibility of two (2) additional two (2) year contract renewals. IEDA intends to bi-annually evaluate the cost and value of the program. IEDA will provide funding for the benchmarking program and anticipates receiving feedback from users on performance and recommendations for future improvements.

Vendors will be bidding on the following components:

2.3 Required Features

2.3.1 Proposed system is to be web-based for access across the state of Iowa.
2.3.2 Proposed system should be able to utilize and incorporate all the data from the current benchmarking system.
2.3.3 Ability to benchmark to an engineering model/energy code.
2.3.4 Ability to administer multi-user access for the purpose of data input from potentially hundreds of users over time.
2.3.5 Ability to be scalable. Currently there are 2,000 buildings in the public benchmarking system. This proposal is for the next three years where IEDA aims to recruit new building owners to the system and the system could continue after that and as such, needs to be able to accommodate a growth in capacity from the current 2,000 buildings to up to 6,000 public buildings or more.

2.3.6 Availability. The system must be available in full-functioning form. The system must have been successfully used by customers with similar needs.

2.3.7 Ability to benchmark a building to similar building types, in a defined portfolio, and to itself over time (trending).

2.3.8 Ability to provide access, on request, to the raw data set(s).

2.3.9 Ability to utilize weather normalization technology.

2.3.10 Provides data security protocols consistent with state of Iowa IT requirements.

2.3.11 Availability of flexible, customized reporting of financial and energy data.

2.3.12 Application must be available to multiple users across the state of Iowa.

2.3.13 Interface for data input must be simple to use and easy to learn by individuals of all levels of technical ability.

2.3.14 Application hosting and data storage shall be on a platform approved by the IEDA.

2.4 Preferred Features

2.4.1 Ability to integrate with Energy Star (CBECS) data.

2.4.2 Compatibility with mobile devices such as tablets, mobile phones, etc.

2.4.3 Ability to integrate with asset management and building automation systems

2.4.4 Ability to integrate directly with utility meter/billing data.

2.4.5 Ability to customize “homepage” look and feel.

2.4.6 Allows for the “branding” of the screens to incorporate IEDA’s identity using the established fonts, colors, and logos.

2.4.7 Ability to report carbon data and integrate with The Climate Registry.

2.5 Software Setup and Customization Features

2.5.1 The system must have multiple workflow definitions: roles, access, and department hierarchy.

2.5.2 The system must allow content distribution to different access and permission groups to restrict access.

2.5.3 The system must provide tracking of updates to system data.

2.5.4 The system must provide a mechanism for scheduled e-mail notifications.

2.5.5 The system must support multiple output types (pdf, web, print, etc.).

2.5.6 The system must allow the ability to add custom fields – including the ability to import, export, and report on these fields.

2.5.7 The system database should support real-time access from external reporting systems.

2.6 Security and Authentication Functionality

2.6.1 The system must provide access only to qualified individuals through user authentication, access rights and encryption.

2.6.2 The system must provide backup and disaster recovery options.

2.7 Support

2.7.1 Contractor. Contractor is required to provide implementation services, training, and live technical support available during business hours for their proposed solution.

2.8 Proposed Solution Provide detailed information describing contractor’s proposed solution to include any and all available and anticipated features and abilities of the system. Provide a description of the software that will operate the proposed solution. Also include responses to the following list of questions related to the required and preferred features:

- Describe the information that is needed for input.
- What are the methods of energy data input? Can input be coordinated with utility companies digitally? Can automated meter data upload to the system?
• What does the system use as the benchmark? Is there the ability for multiple benchmarks and/or performance baselines?
• Is weather normalization technology utilized by the system?
• What are the outputs and formats? What will be known by the building user or a state administrator when utilizing the system over time?
• Can the system be customized if needed over time? What would be some anticipated examples?
• Can the system integrate with Energy Star, The Climate Registry, or other national programs?

SECTION 3: FORM AND CONTENT OF PROPOSALS

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

3.1.1. The Proposal shall be written on 8.5” x 11” paper and sent in a sealed envelope.

3.1.2. Four copies and flash drive of both parts of the Proposal, in a sealed envelope, shall be timely submitted to the Issuing Officer.

3.1.3. If the Contractor designates any information in its Proposal as confidential pursuant to Section 5, the Contractor must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 5 and which is marked “Public Copy”.

3.1.4. Proposals shall not contain promotional or display materials.

3.1.5. Attachments shall be referenced in the Proposal.

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

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

3.2.1 Transmittal Letter (Required)
An individual authorized to legally bind the Contractor shall sign the transmittal letter. The letter shall include the Contractor’s mailing address, electronic mail address, telephone number and fax number (if available). Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 5.

3.2.2 Table of Contents. The Contractor shall include a table of contents of its Proposal.
3.2.3 Executive Summary. The Contractor shall prepare an executive summary and overview of the services it is offering, including all of the following information:

3.2.3.1 Statements that demonstrate that the Contractor has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6.

3.2.3.2 An overview of the Contractor’s plans for complying with the requirements of this RFP.

3.2.3.3 Any other summary information the Contractor deems to be pertinent.

3.2.4 Specifications. The Contractor shall answer whether or not it will comply with each requirement in Section 2 of the RFP and explain the process and methodology it intends to utilize to address the topics identified in Section 2 and any additional topics that IEDA considers to be relevant to the RFP. Where the context requires more than a yes or no answer or the specific requirement so indicates, Contractor shall explain how it will comply with the requirement. Merely repeating the Section 2 requirements may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the requirements of the RFP or requirements the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the requirement(s) of this section, the IEDA may reject the Proposal.

3.2.4.1 Proposed Solution. Provide detailed information describing contractor’s proposed solution to include any and all available and anticipated features and abilities of the system. Provide a description of the software that will operate the proposed solution. Also include responses to the following list of questions related to the required and preferred features:

- Describe the information that is needed for input.
- What are the methods of energy data input? Can input be coordinated with utility companies digitally? Can automated meter data upload to the system?
- What does the system use as the benchmark? Is there the ability for multiple benchmarks and/or performance baselines?
- Is weather normalization technology utilized by the system?
- What are the outputs and formats? What will be known by the building user or a state administrator when utilizing the system over time?
- Can the system be customized if needed over time? What would be some anticipated examples?
- Can the system integrate with Energy Star, The Climate Registry, or other national programs?

3.2.4.2 Access Requirements. Specify browser requirements to access the proposed system. If available as an app, indicate which mobile operating systems it is available. For mobile devices you don’t provide app services, describe how a user would access the system.

3.2.4.2.1 General Information

3.2.4.2.1.1 Provide a list of all databases supported by the system.

3.2.4.2.1.2 Describe data export capabilities.

3.2.4.2.1.3 Describe the process for establishing authenticated and authorized access to the system.

3.2.4.2.1.4 Describe the options for integrating or interacting with existing databases.

3.2.4.2.2 Setup and Customization
3.2.4.2.2.1 Provide an overview of the system’s ability to define roles, access and permissions of users and their proxies including departmental hierarchy.

3.2.4.2.2.2 Describe the system’s capability to allow customization of field characteristics and labels to reflect business practices and internal terminology.

3.2.4.2.2.3 Describe the system’s support of multiple languages.

3.2.4.2.3 Accessibility and User Interface
3.2.4.2.3.1 Provide information on the system’s compliance with section 508 of the Disabilities Act.

3.2.4.2.3.2 Describe the documentation or help system provided with the software.

3.2.4.2.4 Security and Authentication Functionality
3.2.4.2.4.1 Provide a detailed description of the software’s system security, addressing specifically general server/Web security measures to protect against unauthorized access and malicious software.

3.2.4.2.4.2 Describe procedures for backups, disaster recovery, confidentiality and applicant data, user authentication, access rights, and encryption capabilities.

3.2.4.3 Reporting. Explain how software application provides routine management reports describe the ability to create ad-hoc, customized reports.

3.2.4.4 Options. Describe any options available that are outside the specifications requested in section 2.

3.2.4.5 Implementation Plan. Given the scope of the project of establishing a state-wide benchmarking system for public facilities that will grow over time, describe Contractor’s recommended implementation strategy including on-site coordination and support services, best practice consulting options and professional services. Identify any third party vendors involved in your implementation strategy and describe these relationships. Describe the documentation provided with the product along with applicable costs for any additional documentation. Please describe your Contractor’s experience with implementations similar in size. Please provide an implementation schedule, based on weekly milestones (not dates). Show periods of performance and tasks to be performed by State of Iowa and Contractor.

3.2.4.6 Training. Provide details for the training provided. Indicate if the training can be provided onsite and/or offsite (if offsite, state location of training) optimal and minimal class sizes, training prerequisites, online training, and other training/support related materials available. Indicate the levels of training provided to IEDA staff and partners for contractors and consultants. Describe the training provided for all essential personnel on the use and administration of the proposed system. Include both on and off site training provided. An itemized list of training costs should be included in your response, based on total and per-person costs. Indicate the availability of on-site training. Describe the ongoing training necessary to operate the system.

3.2.4.7 Warranty. Provide samples of your warranty and any other agreements required for the use of your proposed solution.

3.2.4.8 Maintenance. Describe the general ongoing maintenance and support policy. Provide the following information where applicable. Vendors must provide for
ongoing maintenance and support as part of the proposed system. Ongoing maintenance fees should include access to phone, fax, and remote access support. Identify any performance guarantees or standards. Include support maintenance agreement (if required) so that IEDA may realistically evaluate the level of support we can expect or receive should we purchase the proposed system. Provide a description of the routine “system” functions and specialized requirements or training.

3.2.4.9 Support. Describe the general resources your Contractor provided its clients. Describe the technical support available for administering your system. What are the hours of availability? What type of support is available (Web, email, phone, chat)? What is the expected response time on technical issues? Due to the nature and scope of the benchmarking process in public buildings in Iowa, immediate response time for service and support is required during normal business hours (phone or remote access is acceptable). Indicate the availability of support (i.e. 24x7, 9-5 weekday, etc). IEDA desires technical support that is available during normal business hours, minimum 8:00 a.m.–5:00 p.m., Central Time, Monday through Friday. Describe other user resources that Contractor makes available to its clients: user and marketing newsletters, refresher training, group seminars, sales promotions, support user groups, advisory boards, etc.

3.2.5 Vendor Background Information. The Contractor shall provide the following general background information:

3.2.5.1 Name, address, telephone number, fax number (if available) and e-mail address of the Contractor including all d/b/a’s or assumed names or other operating names of the Contractor and any local addresses and phone numbers.

3.2.5.2 Form of business entity, i.e., corporation, partnership, proprietorship, limited liability contractor.

3.2.5.3 State of incorporation, state of formation, or state of organization.

3.2.5.4 The location(s) including address and telephone numbers of the offices and other facilities that relate to the Contractor’s performance under the terms of this RFP.

3.2.5.5 Number of employees.

3.2.5.6 Type of business and Dunn’s number is available.

3.2.5.7 Name, address and telephone number of the Contractor’s representative to contact regarding all contractual and technical matters concerning the Proposal.

3.2.5.8 Name, address and telephone number of the Contractor’s representative to contact regarding scheduling and other arrangements.

3.2.5.9 Name, contact information and qualifications of any subcontractors who will be involved with this project the Contractor proposes to use and the nature of the services the subcontractor would perform.

3.2.5.10 The successful Contractor will be required to register to do business in Iowa before payments can be made. For vendor registration documents, go to:
Experience. The Contractor must provide the following information regarding its experience:

3.2.6.1 Number of years in business.

3.2.6.2 Number of years experience with providing the types of services sought by the RFP.

3.2.6.3 The level of technical experience in providing the types of services sought by the RFP.

3.2.6.4 A list of all services similar to those sought by this RFP that the Contractor has provided to other businesses or governmental entities.

3.2.6.5 Letters of reference from three (3) previous customers or clients knowledgeable of the Contractor’s performance in providing services similar to the services described in this RFP and a contact person and telephone number for each reference.

3.2.7 Personnel. The Contractor must provide resumes for all key personnel who will be involved in providing the services contemplated by this RFP. The following information must be included in the resumes:

3.2.7.1 Full name.

3.2.7.2 Education.

3.2.7.3 Years of experience and employment history particularly as it relates to the requirements of the RFP.

3.2.8 Financial Information. The Contractor must provide the following financial information

3.2.8.1 Financial statements for the last 3 years.

3.2.8.2 A minimum of three (3) financial references.

3.2.9 Termination, Litigation, Debarment. The Contractor must provide the following information for the past five (5) years:

3.2.9.1 Has the Contractor had a contract for services terminated for any reason? If so, provide full details regarding the termination.

3.2.9.2 Describe any damages or penalties assessed against or dispute resolution settlements entered into by Contractor under any existing or past contracts for services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.

3.2.9.3 Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity.

3.2.9.4 A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party.

3.2.9.5 Any irregularities discovered in any of the accounts maintained by the Contractor on behalf of others. Describe the circumstances and disposition of the irregularities.
Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Contractor. Contractor shall provide written notification to the IEDA of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Contractor, following execution of the Contract.

3.2.10 Acceptance of Terms and Conditions. The Contractor shall specifically agree that by submitting the Proposal, the Contractor is accepting all terms and conditions stated in the RFP. However, if the Contractor objects to any term or condition, the Contractor must specifically refer to the RFP page and section number and provide the reason for the objection. Objections or responses that materially alter the RFP may be deemed non-responsive and result in rejection of the Proposal.

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

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

3.2.13 Firm Proposal Terms. The Contractor shall guarantee in writing the services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 120 days following the deadline for submitting Proposals.

3.3 Cost Proposal. The Contractor shall provide its cost proposal separately for the proposed services using the form in Attachment #3. The costs shall be listed as to costs for the first year and project costs for second year and third year. Also list costs on a per building basis. Please refer to Section 2 of the RFP to develop the cost proposal.

SECTION 4: EVALUATION AND SELECTION

4.1 Introduction. This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the State. IEDA will not necessarily award the Contract(s) to the Contractor(s) offering the lowest cost to the IEDA. Instead, the IEDA will award the Contract(s) whose Responsive Proposal(s) the IEDA believes will provide the best value to the State. IEDA will either choose to award one contract for all scope of work & deliverables described in Section 2 or choose to award multiple contracts, whichever IEDA determines is in the best interests of IEDA. IEDA reserves the right to reject all proposals and choose not to issue an award(s).

4.2 Evaluation Committee. The IEDA intends to conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The IEDA will use an evaluation committee to review and evaluate the Proposals.

The evaluation committee will make a recommendation to Economic Development Board who must approve the recommendation if the total cost is equal to or greater than $50,000. In such case, the Board will select the Contractor to receive the award. The Board is not bound by the evaluation committee’s recommendation, and either the Board or the IEDA may opt not to award a contract to any vendor.

4.3 Overview of Evaluation. All Technical Proposals will be first evaluated to determine if they comply with the requirements provided in Section 2 and Exhibit A. The evaluation committee will fully
evaluate and score all Responsive Proposals submitted by Responsible Contractors in accordance with this Section.

4.4 Evaluation Criteria. Evaluation of Proposals will be based on the following criteria, which are not listed in any particular order of importance.

4.4.1 Demonstrated ability to enhance and/or expand the effectiveness of the IEDA, as described in this RFP.

4.4.2 Cost of services.

4.4.3 Satisfactory performance on previous and present contracts similar in scope to the subject of this RFP.

4.4.4 Contractor's professional experience and performance record.

4.4.5 Financial stability of Contractor.

4.4.6 Overall track record and reputation in the relevant industry.

4.4.7 Compliance with RFP- contract terms, conditions, and Proposal format.

    4.4.7.1 Adherence to IEDA's terms, conditions and specifications.
    4.4.7.2 Advanced software features, including all items listed in Specifications.
    4.4.7.3 Availability of required features.
    4.4.7.4 Availability of preferred features.
    4.4.7.5 Accessibility and user interface.
    4.4.7.6 Cost.
    4.4.7.7 Implementation Plan
    4.4.7.8 Maintenance and service options and pricing.
    4.4.7.9 Optional items.
    4.4.7.10 Proposed Solution
    4.4.7.11 Quality of support.
    4.4.7.12 Reporting capabilities.
    4.4.7.13 Security.
    4.4.7.14 Training provided.

4.4.8 Contractor's proposed work plans.

    4.4.9 Demonstrated quality of proposed services.
    4.4.10 Plans for assurance of high quality service.
    4.4.11 Ability to integrate with IEDA administrative applications.

4.4.12 Compliance with IEDA information security policies. State of Iowa Security Standards can be found at: https://ocio.iowa.gov/standards under the Security section.

SECTION 5: ADMINISTRATIVE INFORMATION

5.1 Issuing Officer. The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.
5.2 Restriction on Communication. From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Contractors will contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 5. Oral questions related to the interpretation of this RFP will not be accepted. Contractors may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

5.3 Downloading the RFP from the Internet. The RFP and any addenda to the RFP will be posted at http://bidopportunities.iowa.gov/. The Contractor is advised to check the website periodically for Addenda to this RFP, particularly if the Contractor downloaded the RFP from the Internet as the Contractor may not automatically receive addenda. It is the Contractor's sole responsibility to check daily for addenda to posted documents.

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

5.5 Questions, Requests for Clarification, and Suggested Changes. Contractors are invited to submit written questions and requests for clarifications regarding the RFP. Contractors may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Contractor shall reference the page and section number(s). The IEDA will send written responses to questions, requests for clarifications, or suggestions will be received from Contractors on or before the date listed on the RFP cover sheet. The IEDA's written responses will become an addendum to the RFP. If the IEDA decides to adopt a suggestion that modifies the RFP, the IEDA will issue an addendum to the RFP.

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

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

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

5.8 Submission of Proposals. The IEDA must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the “Proposals Due” date listed on the RFP cover sheet. This is a mandatory requirement and will not be waived by the IEDA. Any Proposal received after this deadline will be rejected and returned unopened to the Contractor. Contractors mailing Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Contractor's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Fax proposals will not be accepted.

Contractors must furnish all information necessary to enable the IEDA to evaluate the Proposal. Proposals that fail to meet the mandatory requirements of the RFP will be rejected. Oral information
provided by the Contractor shall not be considered part of the Contractor's Proposal unless it is reduced to writing.

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

5.10 Costs of Preparing the Proposal. The costs of preparation and delivery of the Proposal are solely the responsibility of the Contractor.

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

5.12 Rejection of Proposals. The IEDA may reject outright and not evaluate a Proposal for reasons including without limitation:

5.12.1 The IEDA determines there is no longer a need to procure the services.

5.12.2 The Contractor fails to deliver the cost proposal as a separate document.

5.12.3 The Contractor acknowledges that a mandatory requirement of the RFP cannot be met.

5.12.4 The Contractor’s Proposal changes a material requirement of the RFP or the Proposal is not compliant with the mandatory requirements of the RFP.

5.12.5 The Contractor's Proposal limits the rights of the IEDA.

5.12.6 The Contractor fails to include information necessary to substantiate that it will be able to meet a requirement of the RFP as provided in Section 3 of this RFP.

5.12.7 The Contractor fails to timely respond to the IEDA's request for information, documents, or references.

5.12.8 The Contractor fails to include Proposal Security, if required.

5.12.9 The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.

5.12.10 The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.

5.12.11 The Contractor initiates unauthorized contact regarding the RFP with state employees.

5.12.12 The Contractor provides misleading or inaccurate responses.

5.12.13 The Contractor's Proposal is materially unbalanced.

5.12.14 There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the IEDA from other sources) to satisfy the IEDA that the Contractor is a Responsive Contractor.
5.12.15 The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

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

5.14 Reference Checks. The IEDA reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Contractor’s qualifications and the qualifications of any subcontractor identified in the Proposal.

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

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

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

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

5.19 Public Records and Requests for Confidential Treatment. The IEDA will treat all information submitted by a Contractor as public records unless the Contractor properly requests that specific parts of the Proposal be treated as confidential at the time of submitting the Proposal. The IEDA’s release of public records is governed by Iowa Code chapter 22. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The IEDA will copy and produce public records as required to comply with Chapter 22 or other applicable law.

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

Any Proposal submitted which contains information for which Contractor is requesting Confidential
treatment must be conspicuously marked by the Contractor on the outside as containing confidential
information, and each page upon which confidential information appears must be conspicuously
marked as containing confidential information. Failure to properly identify specific information as
confidential shall relieve IEDA or State personnel from any responsibility if confidential information is
viewed by the public or a competitor, or is in any way released. If Contractor identifies its entire
Proposal as confidential, the IEDA may reject the Proposal as non-responsive.

If the Contractor designates any portion of its Proposal as confidential, the Contractor must submit a
copy labeled as “Public Copy” from which the confidential information has been excised. This excised
copy is in addition to the number of copies requested in Section 3 of this RFP. The confidential material
must be excised in such a way as to allow the public to determine the general nature of the material
removed and to retain as much of the Proposal as possible.

If IEDA receives a request for information that includes information Contractor has marked as
confidential, IEDA will give written notice to the Contractor at least seven calendar days prior to the
release of the information to allow the Contractor to seek injunctive relief pursuant to Section 22.8 of
the Iowa Code. After seven calendar days, the IEDA will release the information marked confidential
unless a court of competent jurisdiction determines the information is confidential under Iowa Code
Chapter 22 or other applicable law.

The Contractor's failure to request confidential treatment of material will be deemed a waiver of any
right to confidentiality the Contractor may have had.

5.20 Copyright Permission. By submitting a Proposal, the Contractor agrees that the IEDA can copy
the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for
public records. By submitting a Proposal, the Contractor consents to such copying and warrants
that such copying will not violate the rights of any third party. The IEDA shall have the right to use
ideas or adaptations of ideas that are presented in Proposals.

5.21 Release of Claims. By submitting a Proposal, the Contractor agrees that it will not bring any
claim or cause of action against the IEDA based on any misunderstanding concerning the
information provided in the RFP or concerning the IEDA's failure, negligent or otherwise, to provide
the Contractor with pertinent information in this RFP.

5.22 Evaluation of Proposals Submitted. Proposals that are timely submitted and are not rejected
will be reviewed in accordance with Section 4 of the RFP. The IEDA will not necessarily award a
contract resulting from this RFP to the Contractor offering the lowest cost. Instead, the IEDA will
award the Contract(s) to the Responsible Contractor(s) whose Responsive Proposal the IEDA
believes will provide the best value to the IEDA and the State.

5.23 Award Notice and Acceptance Period. Notice of Intent to Award the Contract(s) will be sent to
all Contractors submitting a timely Proposal and may be posted at the website shown on the RFP
cover sheet. 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 IEDA.
If the successful Contractor fails to negotiate and deliver an executed Contract by that date, the
IEDA, in its sole discretion, may cancel the award and award the Contract to the remaining
Contractor the IEDA believes will provide the best value to the IEDA and the State.

5.24 No Contract Rights until Execution. No Contractor shall acquire any legal or equitable rights
regarding the Contract unless and until the Contract has been fully executed by the successful
Contractor and the IEDA.
5.25 Choice of Law and Forum. This RFP 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. Contractors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

5.26 Restrictions on Gifts and Activities. Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Contractors are responsible to determine the applicability of this Chapter 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.

5.27 No Minimum Guaranteed. The IEDA does not guarantee any minimum level of purchases under the Contract.

SECTION 6: CONTRACTUAL TERMS AND CONDITIONS

6.1 Contract Terms and Conditions. The Contract that the IEDA expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the contract terms and conditions contained in the standard state of Iowa contract for services, the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by the IEDA. No objection or amendment by a Contractor to the provisions or terms and conditions of the RFP shall be incorporated into the Contract unless the IEDA has explicitly accepted the Contractor’s objection or amendment in writing. All costs associated with complying with these requirements should be included in any pricing quoted by the Contractor.

By submitting a Proposal, each Contractor acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in its Proposal. If a Contractor takes exception to a provision, it must state the reason for the exception and set forth in its Proposal the specific RFP or contract language it proposes to include in place of the provision. Exceptions that materially change the contract terms and conditions or the requirements of the RFP may be deemed non-responsive by the IEDA, in its sole discretion, resulting in possible rejection of the Proposal. The IEDA reserves the right to either award a Contract(s) without further negotiation with the successful Contractor or to negotiate Contract terms with the successful Contractor if the best interests of the State would be served.

6.2 Contract Length. The term of the Contract will begin and end on the dates indicated on the RFP cover sheet. The IEDA shall have the sole option to renew the Contract upon the same or more favorable terms and conditions for up to the number of extensions identified on the RFP cover sheet. The IEDA reserves the right to adjust begin and end dates if, in the judgment of the IEDA, it is in the State’s best interest to do so.

6.3 Insurance: IEDA reserves the right to require the winning Contractor(s) to secure professional liability coverage, general liability, standard liability business rider, personal injury, property damage coverage and any necessary workers’ compensation and employer liability insurance, as required by Iowa law with no additional cost to the state beyond Contractor’s original bid. The State of Iowa and IEDA shall be named as additional insureds or loss payees, or the Contractor shall obtain an
endorsement to the same effect, as applicable. IEDA can require the winning vendor to provide a copy of the insurance certificate to IEDA.

6.4 Terms. The IEDA shall use a services contract for services procured under this RFP. The Contractor shall be expected to execute that contract upon award of the contract. A sample of that contract is available upon request.

6.5 Funding. The funding source is from federal funds. All federal terms and conditions as applicable shall apply. The general provisions found in ATTACHMENT # 4, GENERAL PROVISIONS, IOWA ENERGY OFFICE ARRA PROGRAM, January 18, 2018 will be incorporated into the contract issued by IEDA to the winning bidder.
Attachment # 1
Certification Letter
Alterations to this document are prohibited, see section 5.12.15.

[Date]

Adrienne Ricehill, Issuing Officer
Iowa Economic Development Authority
200 East Grand Avenue
Des Moines, IA 50309

Re: State of Iowa’s Iowa Public Building Benchmarking Program Proposal Certifications

Dear Ms. Ricehill:

I certify that the contents of the Proposal submitted on behalf of [Name of Contractor] (Contractor) in response to the Iowa Economic Development Authority (IEDA) for Request for Proposal for the State of Iowa’s Iowa Public Building Benchmarking Program are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

Certification of Independence

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

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

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

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

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

5. No relationship exists or will exist during the contract period between Contractor and the IEDA 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 Contractor 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 Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this
certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the IEDA has relied upon when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available, the IEDA can 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(8) (2011), a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under Iowa Code chapter 423 on all sales of tangible personal property and enumerated services. The Act also requires Contractors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

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

- Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code Chapter 432; or

- Contractor is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) and (43).

Contractor also acknowledges that the IEDA can declare the Contractor’s Proposal or resulting contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the IEDA or its representative filing for damages for breach of contract in additional to other remedies available to IEDA.

Sincerely,

[Name and Title]
Attachment #2
Authorization to Release Information Letter
Alterations to this document are prohibited, see section 5.12.15.

[Date]

Adrienne Ricehill, Issuing Officer
Iowa Economic Development Authority
200 East Grand Avenue
Des Moines, IA 50309

Re: State of Iowa's Iowa Public Building Benchmarking Program Authorization to release information

Dear Ms. Ricehill:

[Name of Contractor]_____________________________ (Contractor) hereby authorizes the Iowa Economic Development Authority (IEDA) 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 Contractor in response to Request for Proposal (RFP) entitled: State of Iowa’s Iowa Public Building Benchmarking Program.

The Contractor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Contractor 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 Contractor is willing to take that risk.

The Contractor hereby releases, acquires and forever discharges the State of Iowa, the IEDA, 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 IEDA or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the RFP.

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

The Contractor 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 Contractor's Proposal. The Contractor hereby releases, acquires 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 Contractor that it may have or ever claim to have relating to information, data, opinions, and references supplied to the IEDA or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to RFP.
A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

[Printed Name of Contractor Organization]

[Name and Title of Authorized Representative] Date
ATTACHMENT # 3  
Cost Proposal

The costs shall be provided per task or deliverable described in section 2.2 of this RFP. Contractor’s Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). Pricing to be inclusive of all costs of travel, photography, printing, data, supplies and other expenses necessary to carry out all tasks. Net 60 Days Payment Terms. Per Iowa Code 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a vendor. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

The cost proposal shall be broken into the following components:
A. Required Features
B. Preferred Features
C. Software Setup and Customization Features
D. Security and Authentication Functionality
E. Support
F. Proposed Solution

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TOTAL COST:
ATTACHMENT # 4
GENERAL PROVISIONS
IOWA ENERGY OFFICE ARRA PROGRAM
January 18, 2018

1.0 AMENDMENT.

(a) WRITING REQUIRED. The Contract will only be amended through written prior approval of the Authority through IowaGrants.gov. Examples of situations where amendments are required include extensions for completion of Project activities, changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) UNILATERAL MODIFICATION. Notwithstanding paragraph "a" above, the Authority may unilaterally modify the Contract at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable Federal, State or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Recipient as an amendment to this Contract.

(c) AUTHORITY REVIEW. The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the Authority's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved or if it conflicts with the Program Rules.

2.0 AUDIT REQUIREMENTS.

(a) SINGLE AUDIT. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 2013; OMB 2 CFR part 200, subpart E; OMB 2 CFR part 200, subpart F, as applicable; OMB 10 CFR part 600, as applicable; OMB 2 CFR part 910, as applicable; and the Iowa Energy Management Guide.

(b) ADDITIONAL AUDIT. As a condition of the grant to the Recipient, the Authority reserves the right to require the Recipient to submit to a post Project completion audit and review in addition to the audit required above.

3.0 COMPLIANCE WITH LAWS AND REGULATIONS. The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders including all Federal laws and regulations described in regulatory requirements contained in 2 CFR Part 200 as amended by 2 CFR Part 910 as found in Department of Energy Guide To Financial Assistance Effective Date April 7, 2017; 10 CFR part 600; 2 CFR part 910; 2 CFR Part 180; and applicable program rules.

4.0 UNALLOWABLE COSTS. If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid by the Authority are unallowable under the terms of the Contract, the expenditures will be disallowed and the Recipient will repay to the Authority any and all disallowed costs.

5.0 PROGRAM INCOME. All program income, as defined in 2 CFR part 200; subpart E; and 2 CFR Part 200.307; 10 CFR 600; shall be added to the Project “Budget Activity” and used to further eligible Project objectives as defined in the Contract and the "Budget Activity" in the Energy Application. Program income not used to further Project objectives will be deducted from the total Project “Budget Activity” for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the Authority.
6.0 INTEREST EARNED. To the extent that interest is earned on advances of Energy funds, this interest shall be returned to the Authority, except that the Recipient may keep interest amounts of up to $100 per year for administrative expenses.

7.0 SUSPENSION. When the Recipient has failed to comply with the Contract, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of Energy funds. Suspension may continue until the Recipient completes the corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the provisions of DOE regulations issued pursuant to OMB 2 CFR part 200, subpart E; 2 CFR Part 910; 10 CFR Part 600; Department of Energy Guide To Financial Assistance Effective Date April 7, 2017; and 2 CFR Part 180, as applicable.

8.0 TERMINATION.

(a) FOR CAUSE. The Authority may terminate the Contract in whole, or in part, whenever the Authority determines that the Recipient has failed to comply with the terms and conditions of the Contract.

(b) FOR CONVENIENCE. The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

(c) DUE TO REDUCTION OR TERMINATION OF ENERGY FUNDING. At the discretion of the Authority, the Contract may be terminated in whole, or in part, if there is a reduction or termination of Energy Federal grant funds to the State.

9.0 PROCEDURES UPON TERMINATION.

(a) NOTICE. The Authority shall provide written notice to the Recipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved "Budget Activity". The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority’s share of noncancelable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.

(b) RIGHTS IN PRODUCTS. All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the Authority’s option, become the property of the Authority.

(c) RETURN OF FUNDS. The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within thirty (30) days of the disallowance.

10.0 ENFORCEMENT EXPENSES. The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Contract.

11.0 INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees, from and against any and all losses, accruing or resulting from any and all claims subcontractors, laborers and any other person, firm or corporation furnishing or supplying
work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract.

12.0 CONFLICT OF INTEREST.

(a) GENERAL. Except for the use of Energy funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to Energy assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a Energy assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(b) PERSONS COVERED. The conflict of interest provisions described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving Energy funds.

(c) CONFLICTS OF INTEREST. Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS. Energy funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement ineligible status under the provisions of 2 CFR Part 180 or any applicable law or regulation of the Department of Labor.

14.0 CIVIL RIGHTS.

(a) NONDISCRIMINATION POLICIES. The Recipient shall comply with the applicable provisions of national policies as implements by DOE Regulation as found in 10 CFR Parts 1021, 1040, 1041, and 1042; Department of Health and Human Services regulations at 45 CFR part 90; Department of Justice regulations at 28 CFR part 41; Department of Housing and Urban Development 24 CFR PART 100—Discriminatory Conduct Under the Fair Housing Act; and Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.).

(b) DISCRIMINATION IN EMPLOYMENT. The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees Upon the State’s written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

(c) CONSIDERATION FOR EMPLOYMENT. The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.
SOLICITATION AND ADVERTISEMENT. The Recipient shall list all suitable employment openings Iowa Workforce Development’s IowaJobs website found at https://www1.iowajobs.org/.

CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT. The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable; (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING. The Recipient certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(iii) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code and as implemented by DOE at 10 CFR part 601. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(v) If the Recipient is a nonprofit organization described in section 501(c)(4) of title 26, United States Code (the Internal Revenue Code of 1968), it may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., Chapter 26). If DOE or IEDA determines the Recipient has engaged in lobbying activities, IEDA will cease all payments to Recipient under this and other awards and terminate the awards unilaterally for material failure to comply with the award terms and conditions. By signing this agreement and accepting funds, the Recipient assures that it is not an organization described in section 501(c)(4) that has engaged in any lobbying activities described in the Lobbying Disclosure Act of 1995 (2 U.S.C. 1611).
 Officials not to benefit. Recipient must comply with the requirement that no member of Congress shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

(g) PROGRAM NONDISCRIMINATION. The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and DOE regulations issued pursuant thereto contained in 10 CFR Part 1040 and 10 CFR Part 1042. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program, activity, or Project.

(h) THE ARCHITECTURAL BARRIERS ACT of 1968 (42 U.S.C. § 4151 et seq.) Recipients must ensure that all persons have ready access to, and use, of buildings regardless of disability in the design, construction or alteration of buildings and facilities financed with Federal funds.

(i) TITLE IX of THE EDUCATION AMENDMENTS of 1972 (20 USC 1681-1686) Subject to certain exceptions regarding admission policies at certain religious and military organizations, Title IX of the Education Amendments of 1972 (20 USC §1681-1686) prohibits the exclusion of persons on the basis of sex from any education program or activity receiving Federal financial assistance. All DOE recipients and subrecipients must comply with Title IX.

(j) FAIR HOUSING. The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.),

(k) NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS. In the event of the Recipient’s noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

(l) INCLUSION IN SUBCONTRACTS. The Recipient will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or provider as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

15.0 DAVIS-BACON ACT. Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.

16.0 ENVIRONMENTAL POLICIES. Environmental policy requires the recipient, as applicable, to protect the environment and human interaction with land, air, water or contact with certain substances. The following sections discuss the application of each of these policies:

Environmental Protection Agency rules at 40 CFR Part 32, Subpart J, are concerned with protecting and enhancing the quality of the Nation's air resources so as to promote the public health and welfare and the productive capacity of its population and encouraging and promoting pollution prevention.

(b) Recipients must protect the quality of the human environment, including wetlands, and provide any help DOE may need to comply with the National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et. seq) and as implemented by DOE at 10 CFR Part 1021 and assist in preparing Environmental Impact Statements or other environmental documentation.

(c) Recipients must manage impacts on the following:

(i) Flood-prone areas, and comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001 et. Seq) and as implemented by DOE at 10 CFR Part 1022.

(ii) Land and water resources of coastal zones, and comply with the Coastal Zone Management Act of 1972 (16 U.S.C. §1451, et. seq.).

(iii) Coastal barriers along the Atlantic and Gulf coasts and Great Lakes’ shores, and comply with the Coastal Barriers Resource Act (16 U.S.C. § 3501 et. seq.), concerning preservation of barrier resources.

(iv) Any existing or proposed component of the National Wild and Scenic Rivers system, and comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.).

(v) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and comply with the Safe Drinking Water Act (42 U.S.C. § 300h-3).

(d) Recipients must comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), as implemented by the Department of Housing and Urban Development (24 CFR part 35). The requirements concern lead-based paint in housing owned by the Federal Government or receiving Federal assistance.

(e) Recipients must comply with section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. § 6962), and implementing regulations of the Environmental Protection Agency (40 CFR Part 247) which require the purchase of recycled products by States or political subdivision of States.

17.0 PROTECTION OF HUMAN SUBJECTS AND ANIMALS IN RESEARCH (as applicable)

(a) Humans. The recipient is responsible for the protection of the rights and welfare of human subjects involved in activities supported by DOE. All research involving human subjects is subject to the requirements of DOE Policy 443.1A, Protection of Human Subjects; 10 CFR 745, Protection of Human Subjects; and 45 CFR Part 46, Protection of Human Subjects. Information is available at http://humansubjects.energy.gov.

(b) Animals. The recipient is responsible for the humane care and treatment of any animal used or intended for use in such activities as field or laboratory research, development, training, experiments, biological testing or for related purposes supported by DOE grants. Several Acts cover the treatment of animals in research including; the Animal Welfare Act (7 U.S.C.§ 2131 et seq.) and the regulations promulgated there under by the Secretary of Agriculture (9 CFR 1.1-4.11) pertaining to the humane care, handling, and treatment of vertebrate animals held or used for research, teaching or other activities supported by Federal awards and the Endangered Species Act of 1973 and implementing regulations of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217-227).

19.0 **BUY AMERICAN.** P.L. 111-5, the American Recovery and Reinvestment Act of 2009 (ARRA), includes “Buy American” provisions in Section 1605 that require Recipients of these funds to use domestic iron, steel, and manufactured goods that are produced in the United States. In order to fulfill the requirements of the ARRA, the Recipient and subrecipients must in good faith design the project (where applicable) and solicit bids for construction with U.S.-made iron, steel, and manufactured goods.

(a) None of the funds provided under this agreement may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

(b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency (grantor) finds that:

   (1) applying subsection (a) would be inconsistent with the public interest;

   (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

   (3) inclusion of iron, steel and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) Implementation of this provision should follow the forthcoming requirements in the Federal Acquisition Regulation or as otherwise identified by the Contracting Officer.

20.0 **POLITICAL ACTIVITY.** No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

21.0 **ADDITIONAL REQUIRE AND CONDITIONS:**

(a) **Native American Graves Protection and Repatriation.** If the Recipient controls or possesses Native American remains and associated funerary objects, Recipient must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C. chapter 32).

(b) **Fly America Act.** The Recipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), commonly referred to as the “Fly America Act,” and implementing regulations at 41 CFR 301-10.131 through 301-10.143.

(c) **Use of United States-flag vessels.** Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)), at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained
with funds under this award, and which may be transported by ocean vessel, must be transported on privately owned United States-flag commercial vessels, if available.

(d) Research misconduct. The Recipient must comply with the government-wide policy on research misconduct issued by the Office of Science and Technology Policy (available in the Federal Register at 65 FR 76260, December 6, 2000, as implemented by DOE at 10 CFR part 733 and 10 CFR 600.31.

(e) Requirements for an Institution of Higher Education Concerning Military recruiters and Reserve Officers Training Corps (ROTC). If the Recipient receives funds from an award by the National Nuclear Security Administration of the Department of Energy, the Recipient agrees that the Recipient is not an institution of higher education that has a policy or practice placing any of the restrictions specified in 10 U.S.C. 983. as implemented by 32 CFR part 216.

(f) Historic Preservation Requirements. Construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing IEDA with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties", and Executive Order 11593. Any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award is subject to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470f) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1, et seq.).

(g) Confidentiality of patient records. If applicable the Recipient must keep confidential any records the Recipient maintain of the identity, diagnosis, prognosis, or treatment of any patient in connection with any program or activity relating to substance abuse education, prevention, training, treatment, or rehabilitation that is assisted directly or indirectly under this award, in accordance with 42 U.S.C. 290dd-2.

(h) Constitution Day. If applicable the Recipient must comply with Public Law 108-447, Div. J, Title I, Sec. 111 (36 U.S.C. 106 note), which requires each educational institution receiving Federal funds in a Federal fiscal year to hold an educational program on the United States Constitution on September 17th during that year for the students served by the educational institution.

(i) Trafficking in Persons. Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).

(1) Provisions applicable to a Recipient that is a private entity. The Recipient, its employees, contractors, and subrecipients under this award, and subrecipients' employees may not: i. engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii. procure a commercial sex act during the period of time that the award is in effect; or iii. use forced labor in the performance of the award or subawards under the award. DOE or IEDA may unilaterally terminate this award, without penalty, if the Recipient or a subrecipient that is a private entity: i. is determined to have violated a prohibition in a previous paragraph or ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in a previous paragraph through conduct that is either: i. associated with performance under this award; or ii. imputed to Recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOE or IEDA at 2 CFR part 901.

(2) Provision applicable to a recipient other than a private entity. the DOE or IEDA may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: i. is determined to have violated a prohibition in a previous paragraph or ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in a previous paragraph through conduct that is either: i. associated with
performance under this award; or ii. imputed to Recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOE or IEDA at 2 CFR part 901.

(3) Provisions applicable to any recipient: 1. The Recipient must inform IEDA immediately of any information it receives from any source alleging a violation of Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g). (a) Native American Graves Protection and Repatriation. If the Recipient controls or possesses Native American remains and associated funerary objects, Recipient must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C. chapter 32).

22.0 FEDERAL GOVERNMENT RIGHTS. If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, recipient, subrecipient, contractor, subcontractor, or provider acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

23.0 INTELLECTUAL PROPERTY PROVISIONS. Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c) and (d). All other organizations are subject to the intellectual property requirements at 10 CFR 600.136(a) and (c).

24.0 IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY. The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

25.0 FLOWDOWN PROVISIONS TO SUBRECIPIENTS, SUBGRANTEES, AND CONTRACTORS. The terms and conditions of Federal awards (including this part) flow down to subawards to subrecipients, subgrantees, and contractors unless a particular section of this part or the terms and conditions of the Federal award specifically indicate otherwise.

26.0 INCORPORATION. This contract incorporates the following documents, as incorporated in the "Iowa Energy Management Guide" as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/Energy:

(a) Funding Opportunity Announcement, State Energy Program Formula Grants, American Recovery and Reinvestment Act, Funding Opportunity Number DE-F0A-0000052, dated April 24, 2009;
(b) Department of Energy Guide To Financial Assistance Effective Date April 7, 2017;
(c) OEI’s grant application;
(d) Assistance Agreement for Award No. DE-EE000162 between the United States Department of Energy and OEI, including any amendments to that agreement during the term of this contract;
(e) IEDA ARRA Request 09-08-2017;
(f) DOE funding agreement DE-EE0007471.0001;
(g) DOE Approval ARRA Request 09-15-2017 Iowa DE-EE0007471; and
(h) "Iowa Energy Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/Energy.