

Formal Request for Proposals

TITLE OF RFP:	State Revolving Fund (SRF) Bond Counsel Services		
State Agency:	Iowa Finance Authority (IFA or Authority)		
State seeks to purchase:	IFA seeks to hire a law firm to serve as bond counsel for the State Revolving Fund (SRF) Program.		
Initial term of the contract:	3 years	Possible extensions:	3 years (total)
Anticipated Contract term - Beginning:	August 7, 2023	Ending:	July 31, 2026
State Issuing Officer:	Aaron Smith		
Email:	aaron.smith@iowafinance.com		
Address:	1963 Bell Ave, Suite 200, Des Moines, IA 50315		
PROCUREMENT TIMETABLE—Event or Action:		Date/Time (Central Time Zone):	
State Posts Notice of RFP on TSB website:		June 14, 2023	
State Issues RFP:		June 16, 2023	
Questions Due:		June 27, 2023 / 4:00 PM Local time Des Moines, IA	
IFA Response to Questions on or before		June 30, 2023 / 4:00 PM Local time Des Moines, IA	
Proposals Due Date:		July 14, 2023 / 4:00 PM Local time Des Moines, IA	
Anticipated Date to issue Notice of Intent to Award:		July 28, 2023	
Anticipated Date to execute contract:		August 7, 2023	
Internet website where Addenda to this RFP will be posted:		https://bidopportunities.iowa.gov/	
Proposals Required to be Submitted to:		53f0cf0b.iowa1.onmicrosoft.com@amer.teams.ms	
Firm Proposal Terms - Per Section 3.2.13, 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 Proposals (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 the Authority. The Authority intends to award a Contract(s) beginning on the date listed on the RFP cover sheet, and the Authority, in its sole discretion, may extend the Contract for up to the number of extensions identified on the RFP cover sheet. The Authority may award more than one Contractor under this RFP.

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" or "Bidder" means a vendor submitting Proposals in response to this RFP.

1.2.4. "IFA" means the Iowa Finance Authority and any other governmental body that purchases from the Contract; may also be referred to as, "State Agency", "Department" or "Authority".

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 Authority will 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 Authority 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 Authority, 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 electronically to the email address provided on the cover page.** It is the Authority'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 IFA's benefit and is intended to provide the Authority 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.

Iowa Finance Authority

The core focus of the Iowa Finance Authority is to make affordable financing possible for home and community. IFA administers several state and federal programs that are designed to enhance the quality of life across Iowa communities. For more information about IFA, visit our website at www.iowafinance.com.

State Revolving Fund (SRF) Program

IFA is authorized to undertake, in cooperation with the Iowa Department of Natural Resources (DNR), the creation, administration, and financing of the Iowa Water Pollution Control Works and Drinking Water Facilities Financing Program (collectively, the SRF Program). IFA is authorized to issue bonds for its corporate purposes, including financing of the SRF Program.

The SRF Program provides subsidized loans to finance the acquisition, construction and improvement of water pollution control facilities and drinking water facilities within the State. The Clean Water Program and the Drinking Water Program were designed to meet the federal requirements for the state revolving funds and have been funded since inception with (i) the proceeds of bonds issued under the SRF Program and (ii) federal capitalization grants. More information about the SRF Program can be found at www.iowasrf.com.

The Authority expects to issue bonds every 6- to 18-months to fund the SRF Program. Depending on program growth, it is likely that each issue will be in the range of \$100-300 million, and may include tax-exempt and taxable new money bonds, refunding bonds, and other financing structures deemed necessary by the Authority.

SECTION 2: SPECIFICATIONS

2.1 Overview. The successful Contractor shall provide the services to the Authority and other agencies using the Contract in accordance with the specifications 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 Authority 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 Contractor, as Bond Counsel, will be required to provide legal representation as to state and federal law, including tax matters with respect to the Authority's SRF bond issues and:

- Render legal opinion(s) as appropriate;
- Assist with responses to period audits by the Internal Revenue Service related to SRF bond issues;
- Provide advice and review of the terms and structure of bonds, investment agreements, and other matters related to the SRF Program;

- Provide advice on the legal requirements for financing techniques;
- Draft, review, and/or assist in the preparation of all bond documents and program documents used in connection with the SRF Program;
- Advise the Authority on the tax-exempt or taxable nature of bonds issued;
- Draft and review legislation relevant to SRF bond issues, seek any necessary opinions, letter rulings, or other documentation from the federal government and assist the Authority in resolving issues regarding its SRF bonds raised by bondholders, rating agencies or other interested parties;
- Advise and represent the Authority in court or any administrative procedure on matters relating to compliance with federal rules and regulations or state rules as they may arise in the context of bond issues; and
- Provide assistance and advice with respect to outstanding SRF bond issues.

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 submitted timely to the email address provided on the cover page.

Separate attachments for the technical and cost proposal are required. The Technical Proposal and the Cost Proposal shall be labeled as such.

The Authority shall not be responsible for misdirected messages or premature opening of Proposals if a Proposal is not properly labeled.

3.1.2. 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".

3.1.3. Proposals shall not contain promotional or display materials.

3.1.4. Attachments shall be referenced in the Proposal.

3.1.5. 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, and telephone number. 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 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 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 the Authority 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 Authority may reject the Proposal.

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

3.2.5.1 Name, address, telephone number, 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 company.

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.

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 The successful Contractor will be required to register to do business in Iowa before payments can be made.

3.2.6 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 of 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 List the number and aggregate principal amount of SRF transactions on which your firm has served as bond counsel in the last three years

3.2.6.5 List of at least three (3) current or previous clients knowledgeable of the firm'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.

3.2.7.4 Expected role in the Authority's transactions.

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

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

3.2.8.2 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.

3.2.8.3 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.

3.2.8.4 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.

3.2.8.5 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 Authority of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Contractor, following execution of the Contract.

3.2.9 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 will be deemed non-responsive and result in rejection of the Proposal.

3.2.10 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.

3.2.11 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 Authority.

3.2.12 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 for the proposed services. Indicate the fee that your firm would charge to provide the services described in this RFP, both on a per-bond basis and on an hourly basis. With respect to the per-bond fee, the firm must clearly state the fee to be charged and whether such fee is a flat fee or is based on a sliding scale (and if on a sliding scale, the firm must include details concerning such scale). With respect to the hourly basis, the firm must state the hourly rates of the individual attorneys expected to work on these programs, together with an estimate of the percentage of time expected to be spent by each listed attorney on each bond issue (for example, the firm expects that 30% of the work on each deal will be attributable to attorney A, with 70% of the time being attributable to attorney B). Also identify and estimate expenses expected to be associated with each issue.

The cost proposal must be submitted as a separate attachment from the technical proposal.

3.4 Contractor shall certify it can comply with applicable information security policies. State of Iowa Security Standards can be found at: <https://ocio.iowa.gov/standards> under the Security section.

SECTION 4: EVALUATION AND SELECTION

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

4.2 Evaluation Committee. The Treasurer and the Authority intend to conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Authority will use an evaluation committee to review and evaluate the Proposals. The Evaluation Committee will make a recommendation to the Treasurer. The Treasurer will select the Contractor. The Treasurer is not bound by the Evaluation Committee's recommendation.

4.3 Overview of Evaluation. All Technical Proposals will be first evaluated to determine if they comply with the requirements provided in Section 2. 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 listed in order of importance.

4.4.1 Experience and Qualifications (40%). The Contractor's assigned attorneys will be evaluated on their apparent knowledge of Iowa and federal law relating to the issuance of bonds by state and municipal entities, the number of years in the bond counsel profession, and their experience advising governmental issuers, particularly with respect to State Revolving Fund programs.

4.4.2 Expected Service (30%). The Contractor and the attorneys will be evaluated on their expected ability to provide timely and valuable service. Factors to be considered include, but are not limited to, the quality of the professionals assigned by the Contractor as primary attorneys and back-up support and their availability. The Contractor will also be evaluated on the manner in which its proposal has addressed the required items included in this RFP, including the detail and clarity of the responses. We will also consider the Contractor's demonstrated commitment to IFA, the SRF Program and the Iowans we serve.

4.4.3 Cost of services (25%). The Contractor's fee proposal will be evaluated in relation to other fee proposals received. The winning proposal may not be the proposal with the lowest cost.

4.4.4 Compliance with RFP and contract terms and conditions and Proposal format (5%).

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 Kym Stevenson at 515.348.6193 or tsbcert@iowaeda.com 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 <https://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 as frequently as the Contractor deems prudent 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 Authority reserves the right to change the dates. If the Authority changes any of the deadlines for Contractor submissions, the Authority 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 Authority 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 Authority's written responses will become an addendum to the RFP. If the Authority decides to adopt a suggestion that modifies the RFP, the Authority will issue an addendum to the RFP.

The Authority 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 Authority 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 Authority issues an addendum after the due date for receipt of Proposals, the Authority 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 Authority must receive the Proposal as 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 Authority. Any Proposal received after this deadline will be rejected.** It is the Contractor's responsibility to ensure that the Proposal is received prior to the deadline. IFA has no obligation to confirm receipt.

Contractors must furnish all information necessary to enable the Authority 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 Authority will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Evaluation Committee has reviewed all the Proposals submitted in response to this RFP and the Authority 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 Authority 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 Authority to award a contract.

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

5.12.1 The Authority 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 Authority .

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 IFA's request for information, documents, or references.

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

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

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

5.12.11 The Contractor provides misleading or inaccurate responses.

5.12.12 The Contractor's Proposal is materially unbalanced.

5.12.13 There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Authority from other sources) to satisfy the Authority that the Contractor is a Responsive Contractor.

5.12.14 The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter. Only Contractor names and dates may be changed.

5.13 Nonmaterial Variances. The Authority reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Authority, 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 Authority 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 Authority.

5.14 Reference Checks. The Authority 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 Authority 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 Authority determines in its sole discretion that the content is in any way misleading or inaccurate, the Authority may reject the Proposal.

5.17 Proposal Clarification Process. The Authority reserves the right to contact a Contractor after the submission of Proposals to obtain clarification of 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 Authority 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 Authority. An individual authorized to legally bind the Contractor shall sign responses to any request for clarification. Responses shall be submitted to the Authority within the time specified in the Authority'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 Authority 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 Authority 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 AND the information is confidential under Iowa or other applicable law. The Authority'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 Authority 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. For **each** confidentiality request, the Contractor must (1) enumerate the specific grounds in Iowa Code chapter 22 or other applicable law that supports treatment of the material as confidential, (2) provides adequate justification as to why the material should be maintained in confidence, (3) explains why disclosure of the material would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by applicant to respond to inquiries by the Authority concerning the confidential status of such material. An applicant's request for confidentiality that does not comply with this section or an applicant's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting a Proposal as non-responsive.

Any Proposal submitted which contains information for which Contractor is requesting Confidential treatment must be conspicuously marked by the Contractor 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 IFA 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 Authority will 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 IFA receives a request for information that includes information Contractor has marked as confidential and IFA intends to release such information, IFA 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 Iowa Code Section 22.8. After seven calendar days, the Authority 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.

If Contractor fails to comply with the request process set forth herein, if Contractor's request for confidentiality is unreasonable, or if Contractor rescinds its request for confidential treatment, IFA may release such information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

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 Authority 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 Authority 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 Authority based on any misunderstanding concerning the information provided in the RFP or concerning the Authority'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 Authority will not necessarily award a contract resulting from this RFP to the Contractor offering the lowest cost. Instead, the Authority will award the Contract(s) to the Responsible Contractor(s) whose Responsive Proposal the Authority believes will provide the best value to the Authority 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 IFA. If the successful Contractor fails to negotiate and deliver an executed Contract by that date, the Authority, in its sole discretion, may cancel the award and award the Contract to the remaining Contractor the Authority believes will provide the best value to 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 Authority.

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 Authority 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 Authority 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 Authority. 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 Authority has explicitly accepted the Contractor's objection or amendment in writing. All costs associated with complying with these requirements shall 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 Authority, in its sole discretion, resulting in possible rejection of the Proposal. The Authority 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 Authority 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 Authority reserves the right to adjust begin and end dates if, in the judgment of the Authority, it is in the State's best interest to do so.

6.3 Insurance: IFA 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 IFA shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable. IFA may require the winning vendor to provide a copy of the insurance certificate to IFA.

6.4 Terms. The Authority 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 template of a services contract is available upon request. IFA reserves the right to diverge from the template as it deems appropriate.

6.5 Funding. All federal and state terms and conditions as applicable to the source of funds shall apply.

Attachment # 1
Certification Letter

Alterations to this document are prohibited, see section 5.12.14.

[Date]

Aaron Smith, Issuing Officer
Iowa Finance Authority
1963 Bell Ave, Suite 200
Des Moines, IA 50315

Re: Request for Proposal for SRF Bond Counsel Services

Dear Mr. Smith:

I certify that the contents of the Proposal submitted on behalf of [Name of Contractor] _____ (Contractor) in response to the Iowa Finance Authority (“IFA” or the “Authority”) for Request for Proposal for SRF Bond Counsel Services 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 on behalf of Contractor. By submitting a Proposal in response to the RFP, I certify on 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 Authority 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 IFA’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 Authority 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 Authority has relied upon when this transaction was entered. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available, the Authority 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), a retailer in Iowa or a retailer maintaining a business in Iowa that enters 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(47) and (48).

Contractor also acknowledges that the Authority **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 Authority or its representative filing for damages for breach of contract in addition to other remedies available to IFA .

Sincerely,

[Name and Title]

Attachment #2
Authorization to Release Information Letter
Alterations to this document are prohibited, see section 5.12.14.

[Date]

Aaron Smith, Issuing Officer
Iowa Finance Authority
1963 Bell Ave, Suite 200
Des Moines, IA 50315

Re: Authorization to Release Information

Dear Mr. Smith:

[Name of Contractor] _____ (Contractor) hereby authorizes the Iowa Finance Authority ("IFA" or the "Authority") 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: SRF Bond Counsel Services.

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, acquits and forever discharges the State of Iowa, the Authority, 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 Authority or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the RFP.

The Contractor authorizes representatives of the Authority 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 regarding its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Contractor's Proposal. The Contractor hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Contractor that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Authority 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