

# Invitation For Bids (“IFB”) #003

## 1. Purpose

Following the final decision by the Office of the Chief Information Officer of the State of Iowa (“Office”), published on January 4, 2022, to award Great Lakes Communication Corp. LLC (“Company”) through the Broadband Grants Program - Empower Rural Iowa, and in accordance with the terms and conditions of the Notice of Funding Availability #007 (“NOFA#007”) and the usage of Coronavirus State and Local Fiscal Recovery Funds (“CSLFRF”), this IFB serves the notice requirement that the Company will receive sealed Bids to supply the Goods and/or Services specified on “Exhibit 4 - Identification of Goods and/or Services for Bid”. This IFB will be posted on the Company’s website or a hardcopy may be obtained at the Company address from 9:00 a.m. to 5:00 p.m., Monday to Friday.

## 2. Eligibility Requirements

In order to be considered, Bidders must be responsible vendors who possess the ability to perform successfully under the terms and conditions of the IFB. The Company may request additional documentation to evidence Bidder’s integrity, public policy compliance, applicable licenses, past performance record and financial and technical resources.

## 3. Inquiries and Notice of Intent to Bid

Purchasing Team Assigned Contact: Hernani Freitas, [hernani@glccom.com](mailto:hernani@glccom.com)

Bidders are encouraged to contact the Assigned Contact above by email if there is anything in these specifications preventing the submission of a Bid, or the completion of the Bid Packet. Questions and concerns must be received no later than the day before the Bid Packet due date.

Bidder’s may submit a filled copy of the “Exhibit 1 - Notice of Intent to Bid “ to the Assigned Contact indicating their intent to submit a response to this IFB. Bidders must include the IFB Number on the subject line of the email. Bidders will receive an email response verifying their Notice of Intent to Bid was received. This same procedure should be followed when inquiring for information or requesting clarification about any point of the IFB.

#### 4. Bid Submission

Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids must be received no later than 5:00 PM (CDT) on Friday, June 02, 2023, at:

NOFA#07 Purchasing Team  
Great Lakes Communication Corp  
1501 35th Avenue W  
Spencer, IA, 51301

**Bids received after the stated date and time will not be accepted.**

The Bid Packet consists of **completed and signed copies of the following parts** (use this checklist to ensure that all required parts have been properly completed and attached to the application):

- 4.1. \_\_\_ Exhibit 2 - Bidder Identification;
- 4.2. \_\_\_ Exhibit 3 - Bidder's Qualifications;
- 4.3. \_\_\_ Exhibit 4 - Identification of Goods and/or Services for Bid;
- 4.4. \_\_\_ Exhibit 5 - Purchase Agreement and its Attachments (**copy signed by Bidder**);
- 4.5. \_\_\_ Any additional documentation, material or information submitted by the Seller in support of its Bid.

By submitting a Bid, Bidder acknowledges its acceptance of the terms and conditions of the IFB and the Purchase Agreement without change, except as otherwise expressly stated in its Bid and otherwise permitted herein. If Bidder takes exception to a provision in the Purchase Agreement, it must state the reason for the exception, and set forth the specific language it proposes to include in place of that section or provision through a redline with comments in the margins. If Bidder's exceptions or proposed responses materially alter the IFB or the requirements of Applicable Law, or if Bidder submits its own terms and conditions or otherwise fails to follow the process described herein, the Company may reject the Bid, in its sole discretion.

The Company reserves the right to either award purchase without further negotiation, or to negotiate terms and conditions with a successful Bidder if the best interests of the Company would be served.

## 5. Bids Opening, Selection and Rejection Criteria

The Bid Opening is public and will take place at 8:30 AM (CDT) on Monday, June 05, 2022, at 1501 35th Avenue W, Spencer, IA 51301.

At the time of opening, all Bids will be assessed according to IFB's Rejection Criteria, which is fully described under "Section 3 - Bids Selection and Rejection Criteria" of the IFB Terms and Conditions. Bids that successfully meet all of the criteria will be further evaluated for selection, which will consider price and other factors, such as Bidder qualifications and financial ability to perform the contract, other costs, delivery time, performance data, and guarantees of materials and equipment, as applicable.

## 6. Schedule of Important Dates

<b>Procurement Phase</b>	<b>Date</b>
IFB Public Announcement	<b>05/15/2023</b>
Written Questions and Responses	<b>05/15/2023 to 05/19/2023</b>
Bids Submission Window	<b>05/15/2022 to 06/02/2023, 5:00 PM (CDT)</b>
Bids Opening	<b>06/05/2023, 8:30 AM (CDT)</b>
Review and Selection of Bids	<b>06/05/2023 to 06/06/2023</b>
Bid Selection Public Announcement	<b>06/06/2023</b>
Dispute Submission Window	From <b>06/07/2023 to 06/09/2023</b>
Period for Dispute Resolution, if applicable	From <b>06/07/2023 to 06/11/2023</b>
Purchase Agreement Negotiation and Execution	<b>06/09/2023</b> , in case there are no Disputes <b>06/12/2023</b> , in case any Dispute was submitted

# IFB Terms and Conditions

## 1. Definitions

- 1.1. "Acceptance" with respect to a Bid shall mean the selection of a Bid, and award of a Purchase Agreement or Purchase Order to the Bidder/Seller.
- 1.2. "Acceptance" with respect to delivery of Goods and/or Services provided under a Purchase Agreement shall mean the Company's written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.
- 1.3. "Applicable Law": means any and all applicable federal, state, and local laws, rules, regulations, codes, ordinances, policies, orders or any other legal requirements or limitations, and specifically including any and all future amendments, changes, or additions to such laws as of the effective date of such change.
- 1.4. "Assigned Contact" shall mean the Company's employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing contracts herein.
- 1.5. "Authorized Agent" means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Seller.
- 1.6. "Bid" or "Bid Packet" means the Seller's offer to provide the requested Goods and/or Services. It shall consist of the documents listed under "Section 4 - Bid Submission" of the IFB.
- 1.7. "Bidder " means the legal entity which submits a Bid for consideration by the Company in accordance with the IFB.
- 1.8. "Bid Submission Date" shall mean the last date by which the Company will accept Bids for an IFB.
- 1.9. "Company" shall mean Great Lakes Communication Corp, LLC.
- 1.10. "Company address" shall mean:  
  
Great Lakes Communication Corp  
1501 35th Avenue W  
Spencer, IA, 51301
- 1.11. "Company's website" shall mean <http://glccom.com/>
- 1.12. "Days" shall mean calendar days unless specified otherwise.
- 1.13. "Primary Seller" shall mean the Seller whose Bid the Company selected as the principal supplier of the Goods and/or Services required under this Agreement.

- 1.14. “Purchasing Team” shall mean a group of Company’s employees, directors, officers, or agents involved with the purchase of goods or services as defined by the Company’s Policies.
- 1.15. “Secondary Seller” shall mean the Seller whose Bid Company selected as a back-up supplier in the event the Primary Seller is unable to provide all the Goods and/or Services required.
- 1.16. “Seller” shall mean the Bidder whose Bid was selected and awarded a contract.

## **2. Form and Content of Bid Submissions**

- 2.1. The entire Bid Packet must be submitted or your Bid may be rejected. Do not take exception to any portion of this Bid Packet. It is the Bidder’s responsibility to ensure that all required parts have been properly completed and attached to the application. In its sole discretion, the Company may require additional support documentation.

### **2.2. Items Specifications And Substitutions:**

- 2.2.1. Unless the term “no substitute” is used, the Company’s references to a brand name, manufacturer, make, or catalog designation in describing an item does not impose a restriction or act as a requirement. The Company may make such references to indicate the type, character, quality and/or performance equivalent of the item desired.
- 2.2.2. Bidders are allowed to submit Bids proposing substitution for items not described with the term “no substitute”. In this case, Bidders are required to prove similarity among the items and ensure no loss of quality or performance. The Company reserves the right to accept changes or substitutions to the specifications for Goods of equal or better capabilities.

### **2.3. Prices:**

- 2.3.1. Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, the Bidder guarantees unit prices to be correct and such unit prices will govern.
- 2.3.2. Bidders shall include as part of their Bid the charges with transportation, delivery, packing, container and any others involved with the provision of the Goods and/or Services. For instance, a Bidder may require a fixed payment for deliveries that do not meet a minimum dollar amount. All additional information, such as the minimum dollar amount and fixed payment amount, must be clearly declared under “Exhibit 4 - Identification of Goods and/or Services for Bid”.

### **2.4. Bid Submission:**

- 2.4.1. The Bid Packet forms must be prepared in the name of Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink. Bids

may not be changed or withdrawn after the Bid Submission Date. A Bid is an irrevocable offer and when accepted by the Company shall constitute a firm contract.

- 2.4.1.1. Bids must be submitted only on the Bid Packet and signed by an Authorized Agent. The entire bid packet must be returned as received with all forms completed. you may attach any documents necessary to completely and accurately respond to the request.
- 2.4.1.2. Bids must be in strict conformance with all instructions, forms, and specifications contained in this bid packet.
- 2.4.1.3. Sealed Bids may be either mailed or delivered, but must be received at:  
**NOFA#07 Purchasing Team**  
**Great Lakes Communication Corp**  
**1501 35th Avenue W**  
**Spencer, IA, 51301**
- 2.4.1.4. Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday through Friday (except for holidays).
- 2.4.1.5. The Company is not responsible for any of the costs in preparing the Bid response, or any other costs you incur, regardless of whether the Bid is submitted, accepted or rejected.
- 2.4.1.6. All Bids must be securely sealed and plainly marked with the Bid Number (attributed at the time of submission), Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Bidder's name and address must also be clearly indicated on the envelope.
- 2.4.1.7. The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the Bids must be initiated in ink.

### **3. Bids Selection and Rejection Criteria**

#### **3.1. Bid Rejection.**

- 3.1.1. The Company may reject any or all Bids, in whole or in part if:
  - 3.1.1.1. A Bid contains additional terms, conditions, or agreements that modify the requirements of this IFB or attempts to limit Bidder's liability to the Company.
  - 3.1.1.2. Bid is received after the stated date and time.
  - 3.1.1.3. Bid is submitted by fax or email.

- 3.1.1.4. The Company reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- 3.1.2. The Applicant is not a Responsible Applicant. An Applicant fails to include required information or fails to include sufficient information to determine whether a requirement of the IFB has been satisfied.
- 3.1.3. An Applicant fails to follow the instructions of the IFB or presents information requested in a manner inconsistent with the instructions of the IFB.
- 3.1.4. An Applicant provides misleading or inaccurate answers.

**3.2. Bid Withdrawal:**

- 3.2.1. Bid withdrawal may be accomplished by the submission of a completed copy of the “Exhibit 6 - Withdrawal Request” signed by an Authorized Agent before the Bid Submission Date.

**3.3. Bid Results:**

- 3.3.1. Selection will be made through a fair, open, and objective process. Accordingly, no attempt shall be made by any Bidder to induce any other person or firm to submit or not submit a Bid Packet for the purpose of restricting competition. Doing so may result in disqualification.
- 3.3.2. Immediately after Bid Selection, the Primary and Secondary Sellers, as well as all Bids received and whether there was any Rejection, will be made available on the Company’s website.

**3.4. Purchase Agreement Award:**

- 3.4.1. If a Purchase Agreement is awarded, it will be awarded to the Bidder that the Company determines is the lowest secure Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder qualifications and financial ability to perform the contract, as well as other costs, delivery time, performance data, and guarantees of materials and equipment, as applicable.
- 3.4.2. Unless otherwise noted, the Company reserves the right to award a contract by item, one or more groups of items, or all the items in the Bid, whichever is in the Company’s best interest.

**3.5. Purchase Order:**

The Company, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the

terms of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by the Company and Bidder/Seller.

**3.6. Notice To Proceed:**

After a Bid is selected and the Purchase Agreement is executed, the Seller shall not commence work until written authorization to do so is given to the Seller by a representative of the Purchasing Team.

**4. General Provisions**

**4.1. Questions Regarding IFB:**

- 4.1.1. Questions regarding any portion of this IFB must be submitted in writing (sent by mail, or email) to the Assigned Contact indicated under “Section 3 - Inquiries and Notice of Intent to Bid” of the IFB.
- 4.1.2. Questions and concerns must be received no later than five (5) days prior to the Bid Packet due date.
- 4.1.3. Bidders are encouraged to contact the Company if there is anything in these specifications that prevents the Bidder from submitting a Bid, or completing the Bid Packet.
- 4.1.4. Any oral responses to questions before the contract is awarded are not binding on the Company. At the Company’s discretion, any information or clarification made to you may be communicated to other Bidders that notified the Company of their intent to Bid if appropriate to ensure fairness in the process for all Bidders.

**4.2. Oral Statements:**

- 4.2.1. No oral statements by any person shall modify or otherwise affect the provisions of this IFB and/or any contract resulting therefrom. All modifications or amendments must be made in writing by the Purchasing Team.

**4.3. Notice of Intent to Bid:**

- 4.3.1. Bidder’s may submit a filled copy of the “Exhibit 1 - Notice of Intent to Bid “ to the Assigned Contact indicating their intent to submit a response to this IFB. Bidders must include the IFB Number on the subject line of the email.
- 4.3.2. Bidders will receive an email response verifying their Notice of Intent to Bid was received. This same procedure should be followed to request clarification, in writing, of any point in the IFB.



**4.4. Examination By Bidders:**

4.4.1. Bidders must examine the specifications, drawings, schedules, special instructions and the documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at the Bidder's own risk.

**4.5. Amendments To IFB:**

4.5.1. The Company may amend or modify its IFB up until the Bid Submission Date.

4.5.1.1. In case any amendment or modification materially alters the terms and conditions of this IFB, the Company, in its sole discretion, may postpone the Bid Submission Date to provide potential Bidders with additional time in the preparation of their Bid Packets.

4.5.2. Amendments or modifications will be made available at the Company's website and shall become a part of this Agreement effectively immediately.

4.5.3. The Company will attempt to notify those Bidders who have submitted a Notice of Intent to Respond to this IFB. However, ultimately it is the Bidder's responsibility to monitor the issuance of any modifications or amendments made to this IFB.

**4.6. Payments:**

4.6.1. Payments will be made Net 30 days after receipt of a properly submitted invoice or the Company's Acceptance of the Goods and/or Services, whichever is later, unless the Company decides to take advantage of any prompt payment discount included in the Bid.

4.6.2. Invoices should be mailed to:  
**NOFA#07 Purchasing Team**  
**Great Lakes Communication Corp**  
**1501 35th Avenue W**  
**Spencer, IA, 51301**

4.6.3. Alternatively, invoices could be e-mailed to the Assigned Contact.

**4.7. Verification of Application Contents.**

4.7.1. Except as otherwise prohibited by Applicable Law, the Company reserves the right to verify the contents of a Bid Packet submitted by a Bidder. Misleading or inaccurate responses may result in rejection of a Bid Packet.

**4.8. Reference Checks.**

4.8.1. Except as otherwise prohibited by Applicable Law, the Company reserves the right to contact any reference(s) to verify any information contained in a Bid Packet or to discuss the Bidder's qualifications.

**4.9. Criminal Background Checks.**

4.9.1. Except as otherwise prohibited by Applicable Law, the Company reserves the right to conduct criminal history and other background investigations into a Bidder, its officers, directors, managerial and supervisory personnel, clerical or support personnel, and other personnel utilized or retained by a Bidder in connection with this procurement process or subsequent Purchase Agreement. Such information may be obtained or used in determining whether to issue a Purchase Agreement. A Bidder shall cause any/all necessary waivers to be executed by appropriate persons to effectuate such background investigations. Disqualifying offenses may include, but are not limited to, crimes involving an element of dishonesty, fraud, or other crimes of moral turpitude.