**Request for Proposal**

**RFP Cover Sheet**

**Administrative Information:**

|  |  |  |  |
| --- | --- | --- | --- |
| **TITLE OF RFP:**  | Internet Based Software Solution | **RFP Number:** | **0618282021** |
| **Agency:** | **Iowa Department of Administrative Services on behalf of the Iowa Department of Education** |
| **State seeks to purchase:** | Internet Based Software Solution | **Available to Political Subdivisions?** | **No** |
| **Number of mos. or yrs. of the initial term of the contract:** | **1** | **Number of possible annual extensions:** | **5** |
| **Initial Contract term beginning:** | Date: March 1 , 2018 | **Ending:**  | Date: February 28, 2019 |
| **State Issuing Officer:**Kathy HarperPhone: (515) 281-3089E-Mail: Kathy.harper2@iowa.gov |
| **Mailing Address:** Iowa Department of Administrative ServicesHoover State Office Building, 3rd Floor1305 Walnut StreetDes Moines, Iowa 50319-0105 |
| PROCUREMENT TIMETABLE—Event or Action:  | **Date/Time (Central Time):** |
| State Posts Notice of RFP on TSB website | **January 12 , 2018** |
| State Issues RFP  | **January 29, 2018** |
| RFP written questions, requests for clarification, and suggested changes from Contractors due: Agency’s written response to RFP questions, requests for clarifications and suggested changes due: | **February 12, 2018/2:00 PM****February 14, 2018/2:00 PM** |
| Proposals Due Date:Proposals Due Time: | **February 26, 2018/ 2:00 PM** |
| Anticipated Date to issue Notice of Intent to Award: | **March 2, 2018** |
| Anticipated Date to execute contract: | **March 9, 2018** |
| **Relevant Websites:** | **Web-address:** |
| Internet website where Addenda to this RFP will be posted: | [**Link to RFP0618282021**](https://bidopportunities.iowa.gov/Home/BidInfo?bidId=d732db51-ffee-4f43-b4f7-a90c0e08a098) |
| Internet website where contract terms and conditions are posted: | **IT Terms and Conditions (Attachment # 6 )**[**DOL/ETA Standard Federal Award T's & C's**](https://www.doleta.gov/grants/pdf/17StandTermsConds.pdf)[**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**](https://www.ecfr.gov/cgi-bin/text-idx?SID=e445ffeda20922c2617965197dc87ba5&node=2:1.1.2.2.1.6.51.23.6&rgn=div9) |
| Number of Copies of Proposals Required to be Submitted: | 1 Original, 1 Digital, & 2 Copies |
| Firm Proposal TermsPer 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 Days** |

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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 goods and/or services identified on the RFP cover sheet and further described in Section 5 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

* 1. **Definitions**

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

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

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

**“Contractor”** means a vendor submitting a Proposal in response to this RFP.

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

**“General Terms and Conditions”** shall mean the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

**“Responsible Contractor”** means a Contractor that has the capability in all material respects to perform the specifications of the Contract. In determining whether a Contractor is a Responsible Contractor, the Agency 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 Agency and the State.

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

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

**“State”** means the State of Iowa, the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

* 1. **Overview of the RFP Process**

Contractors will be required to submit their Proposals in hardcopy and on CD-ROM. It is the Agency’s intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

* 1. **Background Information**

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

Iowa Workforce Development (IWD), and the Iowa Department of Education (DoE) are working in conjunction to fulfill a Workforce Data Quality Initiative (WDQI) grant received by IWD. The grant requirements are described on Department of Labor web page at <https://www.doleta.gov/performance/workforcedataquality.cfm>. The purpose of this RFP is to seek the services and solicit Proposals from qualified Contractors to provide software and accompanying services for the development of a web-based solution through which 15 Iowa public community colleges (see the list at DoE website at <https://www.educateiowa.gov/community-colleges>) will submit their credit and non-credit student demographic, student enrollment, and student awards data, as well as their employee demographic and employee position data. This web-based solution needs to offer the functionality of enforcing data integrity issues that include column constraints, referential integrity constraints as well as year-to-year threshold comparison constraints automatically with real-time feedback to the submitter. The solution also needs to contain reporting functionality so that the submitter will be presented with aggregate reports of their submitted data for their review as part of a data confirmation process. This solution needs to house the data in a MSSQL relational database engine. The Agency is seeking Proposals for hosted, non-hosted (housed by Agency) and/or hybrid solutions.

* 1. **Historical Information, Frequency and Volume of Data Collection, Existing Methods**

The following information is provided for the Contractor’s consideration while formulating its Proposal:

* + 1. Iowa Community College Management Information System (CC MIS) of the Iowa Department of Education was founded as a unit-level record collection system in 2000. The data is collected twice a year, through Annual (September) and Fall (October) Enrollment cycles, each currently consisting of ten and three data files, respectively.
		2. The total number of records in Annual and Fall Enrollment data submission cycles varies annually between 2.0 and 2.2 million. The duplicative count of currently collected data elements is 244. The latest CC MIS Data Reporting Manual and Data Glossary can be downloaded from the link below:

<https://www.educateiowa.gov/documents/mis-data-dictionary/2017/03/mis-reporting-manual-and-data-glossary-ay-2017-18>

* + 1. Currently, Iowa community colleges prepare data extracts and submit them to the CC MIS via Secure FTP server. Received data is uploaded to an MSSQL server for archiving and subsequent processing. For the past two years, colleges have been provided with a desk-top software tool (MS Access DB) that replicates all phases of data loads (with the exception of historical thresholds), validation, confirmation, and compilation of standard format files for submission to the CC MIS. Additionally, the tool contains relevant reference tables, mock data for practical demonstration of its functionality, and hyperlinks to the MIS Reporting Manual and video tutorial. The tool can be downloaded from the link below:

<https://www.educateiowa.gov/documents/community-college-data-reporting/2017/09/data-submission-validation-database-ay-2016-17>

* + 1. The tool is accompanied with detailed documentation describing implemented data checks for each phase, as well as a detailed description of aggregate data formation. The documentation for the tool can be downloaded from the link below:

<https://www.educateiowa.gov/documents/mis-reporting-manual/2017/09/data-validation-and-reporting-tool-documentation-mis-ay-2016>

* + 1. Latest MIS Data Reporting Manual and Data Glossary:

<https://www.educateiowa.gov/documents/mis-data-dictionary/2017/03/mis-reporting-manual-and-data-glossary-ay-2017-18>

* + 1. Latest Data Validation Tool for the Academic Year data submission:

[https://www.educateiowa.gov/documents/community-college-data-reporting/2017/09/data-submission-validation-database-ay-2016-17](https://www.educateiowa.gov/documents/community-college-data-reporting/2017/09/data-submission-validation-database-ay-2016-17%20)

* + 1. Latest Data Validation Tool for the Fall enrollment data submission:

<https://www.educateiowa.gov/documents/data-reporting/2017/09/data-submission-validation-database-fall-ay-2017-18-data>

* + 1. Documentation for the Data Submission Validation Tool:

<https://www.educateiowa.gov/documents/mis-reporting-manual/2017/09/data-validation-and-reporting-tool-documentation-mis-ay-2016>

* + 1. Video Tutorial for Data Submission Validation Tool:

<https://educateiowa.eduvision.tv/directplayer.aspx?q=CT1wecDsedANA9itLPgkc59jQS%252fNr2VINaiWSxCAz053yQYbCZBxq4DAp4YzJcpU>

* + 1. Non-credit Program and Course Master spreadsheet:

<https://www.educateiowa.gov/documents/mis-reporting-manual/2017/03/non-credit-program-master-program-course-catalog-2017>

**1.6 Objectives**

The objectives for this initiative include the following:

**1.6.1** Design, develop, test, and implement secure systems for efficient and accurate bi-directional, vertical data movement between community colleges and the Agency.

**1.6.2** Increase efficiencies as well as increase data integrity with near real-time automated data scrubbing/edit and validation/checking of community college data submissions without manual intervention by Agency.

**1.6.3** Increase metadata of data movement process.

**1.6.4** Decrease overall data submission time investment of community college personnel.

**1.6.5** Decrease time intervals between data submission and data aggregation at the college level, as well as college signoff/confirmation of their submittal.

**1.6.6** Decrease the overall time lapse between data submission due date and statewide aggregations being ready for consumption by Agency staff and Senior Management.

**1.6.7** Maintain compliance with state and federal laws and statutes that protect the confidentiality, integrity, and availability of student information, such as regulations from Iowa Code Chapter 22.11, FERPA, PPRA, and COPPA.

**1.6.8** The system provides an interface for Agency administrator(s) to modify, omit, or add data elements

 SECTION 2 ADMINISTRATIVE INFORMATION

* 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.

* 1. **Restriction on Communication**

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Contractors may 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 2. 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.

* 1. **Downloading the RFP from the Internet**

The RFP document 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.

* 1. **Procurement Timetable**

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

* 1. **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 specifications 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 Agency will send written responses to questions, requests for clarifications, or suggestions received from Contractors on before the date listed on the RFP cover sheet. The Agency’s written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

The Agency 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.

* 1. **Amendment to the RFP**

The Agency 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 Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Contractors to amend their Proposals in response to the addendum.

* 1. **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.

* 1. **Submission of Proposals**

The Agency 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 specification and will not be waived by the Agency. 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. Electronic mail and faxed Proposals will not be accepted.

Contractors must furnish all information necessary to enable the Agency to evaluate the Proposal. Oral information provided by the Contractor shall not be considered part of the Contractor's Proposal unless it is reduced to writing.

* 1. **Proposal Opening**

The Agency 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 Agency 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.

* 1. **Costs of Preparing the Proposal**

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

* 1. **No Commitment to Contract**

The Agency 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 Agency to award a contract.

* 1. **Rejection of Proposals**

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

* + 1. The Contractor fails to deliver the cost proposal in a separate envelope.
		2. The Contractor acknowledges that a mandatory specification of the RFP cannot be met.
		3. The Contractor's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
		4. The Contractor’s Proposal limits the rights of the Agency.
		5. The Contractor fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.
		6. The Contractor fails to timely respond to the Agency's request for information, documents, or references.
		7. The Contractor fails to include Proposal Security, if required.
		8. The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
		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 specifications of this RFP.
		10. The Contractor initiates unauthorized contact regarding the RFP with state employees.
		11. The Contractor provides misleading or inaccurate responses.
		12. The Contractor’s Proposal is materially unbalanced.
		13. There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsible Contractor.
		14. The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
		15. The Contractor is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code section 12J.3.
	1. **Nonmaterial Variances**

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, 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 specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Contractor from full compliance with RFP specifications or other Contract specifications if the Contractor is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

* 1. **Reference Checks**

The Agency 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.

* 1. **Information from Other Sources**

The Agency 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.

* 1. **Verification of Proposal Contents**

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

* 1. **Proposal Clarification Process**

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

* 1. **Disposition of Proposals**

All Proposals become the property of the State and shall not be returned to the Contractor. Once the Agency 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.

* 1. **Public Records and Requests for Confidential Treatment**

The Agency’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 Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Contractor as non-confidential records unless Contractor requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

 **Form 22 - Request for Confidentiality**

***FORM 22 MUST BE COMPLETED AND INCLUDED WITH CONTRACTOR’S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL CONSIDERED NON-RESPONSIVE AND NOT EVALUATED.***

* 1. **Copyright Permission**

By submitting a Proposal, the Contractor agrees that the Agency may 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 Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

* 1. **Release of Claims**

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

* 1. **Contractor** **Demonstrations**

Contractors may be required to provide a web based demonstration of their product. If requested, demonstrations will be the week of February 26, 2018. The determination as to need for demonstrations, and the location, order, and schedule of the demonstrations is at the sole discretion of the Agency. The demonstration may include slides, graphics and other media selected by the Contractor to illustrate the Contractor’s product. The presentation shall not materially change the information contained in the Proposal.

* 1. **Evaluation of Proposals Submitted**

Proposals that are timely submitted and are not rejected will be reviewed and evaluated in accordance with Section 5 of the RFP. The Agency will not necessarily award a contract resulting from this RFP to the Contractor offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Contractor(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State.

* 1. **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 Agency. If the successful Contractor fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Contractor the Agency believes will provide the best value to the State.

* 1. **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 Agency.

* 1. **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.

* 1. **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.

* 1. **No Minimum Guaranteed**

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

* 1. **Appeals**

A Respondent whose proposal has been timely filed and who is aggrieved by the award of the department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer.  The notice must be filed within five days of the date of the Intent to Award notice issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays.  The written notice may be filed by fax transmission to 515.725.2064.  The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the notice of Intent to Award.  A notice of appeal may not stay negotiations with the apparent successful Contractor.

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.

* + 1. The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in a separate sealed envelope. The envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

**RFP Number:** **RFP 0618282021**

**RFP Title:**

**Issuing Officer Name: Kathy Harper**

**Lead Agency Address:**

**Iowa Department of Administrative Services**

**Central Procurement and Fleet Services Enterprise**

**Hoover Building Level 3**

**1305 E Walnut**

**Des Moines IA 50319-0105**

***[Contractor's Name and Address]***

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

1 Original, 1 Digital, & 2 Copies of the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.

Technical Proposal Envelope Contents

Original Technical Proposal and any copies

Public Copy (if submitted)

Technical Proposal on digital media

Electronic Public Copy on same digital media (if submitted)

Cost Proposal Envelope Contents

Original Cost Proposal

Cost Proposal on digital media

* + 1. If the Contractor designates any information in its Proposal as confidential pursuant to Section 2, the Contractor must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked “Public Copy”.
		2. Proposals shall not contain promotional or display materials.
		3. Attachments shall be referenced in the Proposal.
		4. If a Contractor proposes more than one solution to the RFP specifications, each shall be labeled and submitted separately and each will be evaluated separately.
	1. **Technical Proposal**

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

* + 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, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.

* + 1. **Table of Contents**

The Contractor shall include a table of contents of its Proposal and submit the check list of submittals per Attachment #4.

* + 1. **Executive Summary**

The Contractor shall prepare anexecutive summary and overview of the goods and/or services it is offering, including all of the following information:

* + - 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.
			2. An overview of the Contractor’s plans for complying with the specifications of this RFP.
			3. Any other summary information the Contractor deems to be pertinent.
		1. **Mandatory Specifications and Scored Technical Specifications**

The Contractor shall answer whether or not it will comply with each specification in Section 4 of the RFP. Where the context requires more than a yes or no answer or the specific specification so indicates, Contractor shall explain how it will comply with the specification. Merely repeating the Section 4 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

* + 1. **Contractor Background Information**

The Contractor shall provide the following general background information:

* + - 1. Does your state have a preference for instate vendors? Yes or No. If yes, please include the details of the preference.
			2. Name, address, telephone number, fax 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. Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.
			4. State of incorporation, state of formation, or state of organization.
			5. 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.
			6. Number of employees.
			7. Type of business.
			8. Name, address and telephone number of the Contractor’s representative to contact regarding all contractual and technical matters concerning the Proposal.
			9. Name, address and telephone number of the Contractor’s representative to contact regarding scheduling and other arrangements.
			10. 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 goods and/or services the subcontractor would perform.
			11. Contractor’s accounting firm.
			12. The successful Contractor will be required to register to do business in Iowa before payments can be made.

For vendor registration documents, go to:

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

* + 1. **Experience**

The Contractor must provide the following information regarding its experience:

* + - 1. Number of years in business.
			2. Number of years of experience with providing the types of goods and/or services sought by the RFP.
			3. The level of technical experience in providing the types of goods and/or services sought by the RFP.
			4. A list of all goods and/or services similar to those sought by this RFP that the Contractor has provided to other businesses or governmental entities.
			5. Letters of reference from three (3) previous customers or clients knowledgeable of the Contractor’s performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.
		1. **Personnel**

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

* + - 1. Full name.
			2. Education.
			3. Years of experience and employment history particularly as it relates to the specifications of the RFP.
		1. **Termination, Litigation, Debarment**

The Contractor must provide the following information for the past five (5) years:

* + - 1. Has the Contractor had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
			2. Describe any damages or penalties assessed against or dispute resolution settlements entered into by Contractor under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
			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.
			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.
			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 Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Contractor, following execution of the Contract.

* + 1. **Acceptance of Terms and Conditions**

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

* + 1. **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.

* + 1. **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 Agency.

* + 1. **Firm Proposal Terms**

The Contractor shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 60 days following the deadline for submitting Proposals.

* 1. **Cost Proposal**

The Contractor shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services. See Attachment #5.

* + 1. **Payment Methods**

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Contractors shall provide payment acceptance information in this section 3.3.1 in their Cost Proposals. **This information will not be scored as part of the Cost Proposal or evaluated** **as part the Technical Proposal.**

* + - 1. **Credit card or ePayables**

The State of Iowa’s Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Contractor uses the Pcard or EAP payment methods. Pcard-accepting Contractors must abide by the State of Iowa’s Terms of Pcard Acceptance, as provided in Section 6.7 of the RFP. Contractors must provide a statement regarding their ability to meet the requirements I this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

* + - 1. **Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)**

Contractors shall provide a statement regarding their ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

<https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf>

* + - 1. **State Warrant**

The State of Iowa's warrant drawn on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department.

* + 1. **Payment Terms**

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

* + 1. **Contractor Discounts**

Contractors shall state in their Cost Proposals whether they offer any payment discounts, including but not limited to:

* + - 1. **Prompt Payment Discount**

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

* + - 1. **Cash Discount**

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 SCOPE OF WORK

**4.1 Description of Desired Services**

The Iowa Department of Education through the Iowa Department of Administrative Services is seeking qualified Contractors capable of providing an internet-based software solution and accompanying services through which the 15 Iowa public community colleges will submit their credit and non-credit student demographic, student enrollment, and student awards data, as well as their employee demographic and employee position data in bulk file uploads.

**4.2 System Capability Requirements**

* + 1. The Contractor is responsible for providing a software solution that contains a mandatory workflow component that will guide the submitter through a **three-phased approach.** The solution shall include the processes of submittal, two levels of validation, and aggregate confirmation reports with thresholds for historical comparisons.
			1. Phase one shall offer the functionality of enforcing internal file data integrity rules that include formats and column constraints.
			2. Phase two shall offer validations of relational logic, referential integrity constraints, and various specific business rules.
			3. Phase three shall offer aggregate data reports for submitted data elements, including preset thresholds for historical comparisons.
			4. The end user shall be able to compare constraints with real-time edit failure, warning, and success feedback during each phase. These business rules encompass both intra-table rules and inter-table rules.
			5. Contractor is responsible for providing a solution that will allow the end user to compare constraints with real-time edit failure, warning, and success feedback.
			6. Contractor is responsible for providing detailed manuals for system administrators and end users.

**4.2.2** **Bulk Data Submission**

The secure web-based software solution shall allow college staff to submit their bulk data through this secure solution via CSV, TXT, XML or Excel format.

 **4.2.2.1** Contractor is responsible for providing a step-by-step guide that uses color to differentiate varying stages for each step including, but not limited to: ‘waiting to be attempted’, ‘attempted-succeeded’, ‘attempted-failed’ and ‘past due’.

**4.3** **Hosting**

**4.3.1** Contractor is responsible for working in in conjunction with the Agency IT staff in order to integrate their software into existing servers utilized by Iowa Department of Education or provide an option for external hosting.

**4.4 Phase 1 and 2:** **Data Edits, Scrubbing, Business Rules**

The solution must provide the initial development of the data editing rules as well as a platform for the Agency to develop and maintain edits as business rules evolve year-to-year.

**4.4.1** Depending on the accepted arrangements (hosted or non-hosted) the migration of aggregate historical data may be necessary for the year-to-year comparison edits/reports.

**4.4.2** The support through two or more testing cycles of the initial data editing rules and reporting cycles must be provided (i.e., two independent submission cycles: Fall and Academic Year each per annual cycle).

**4.4.3** The real-time auditing of who/what/when/where/why events regarding the development and maintenance of the edit rules.

**4.4.4** The capability for ad-hoc reporting for auditing (version control visibility) of the above mentioned edit development activity.

*Example: The Agency wants to run a report off the metadata regarding the development and/or maintenance of the edit rules of a specific attribute/column, e.g., “StudentLastName”. Then, an ad-hoc report can be run to show the rules around this attribute.*

 **4.4.5** Real-time edit exception handling must be included, but not limited to two levels:

* Hard error handling (no CC overrides)
* Warning handling (informational purpose only and/or override)

**4.4.6** The real-time edit exception handling must include impacted data and explicit references to the specific record/row and attribute/column in error that are downloadable by the data submitter via their secure login, as well as a clear description of each problem, and the ability to apply corrections directly in the system.

**4.4.7** The real-time edit handling must include message(s) to the submitter and the Agency for a successful, clean bulk data submission.

 **4.4.8** The functionality to enforce varying types of rules that include, but are not limited to:

* Attribute/column constraints
* Primary Key constraints
* Inter-file rules (e.g., referential integrity constraints, aka “foreign key constraints”)
* Intra-file rules
* On-demand list of all rules and their definitions as a downloadable data table.
	1. **Phase 3: Real-time Data Aggregation Reporting**

The Web-MIS solution must provide real-time aggregation reporting of submitted bulk data. Each college’s data is aggregated and disaggregated by many different attributes that include, but are not limited to: gender, race, ethnicity, age, disability, program, course delivery method, course load, course level, prior educational experience, registration type, enrollment type, residency, course federal cluster, course state cluster, occupational cluster, award type, and position type. The historical comparisons will contain preset thresholds (e.g., 20%) to benchmark reported data against the previous year or averages for multiple previous years. It would be optimal if the solution’s offerings of these real-time aggregations were accessible via mobile devices and multiple browsers (e.g., Chrome, IE, Firefox, Safari, etc.).

* 1. **Reports**

**4.6.1**  **Ad-hoc Reporting**

The Contractor is responsible for providing Technical Staff with a secure method for read/write access to the student-level database and read/write access to the edit lookup tables and fields/attributes/elements by means of a conventional tool (e.g., MS SQL Management Studio and/or MS Access) via a VPN connection. This functionality will allow Agency Technical Staff the ability to analyze the data, perform ad-hoc data/report requests, and analyze the database schema on an as needed basis.

* 1. **Training**

The Contractor is responsible for providing training for select Agency Technical Staff, Agency non-technical staff, and MIS field staff for the 15 Iowa public community colleges in order to successfully implement and maintain the components of the Contractor’s solution. All training should be based on training needs analysis performed by the Contractor in concert with the Agency Technical Staff. This analysis shall include:

* An assessment of the target audience: their knowledge, skills, and readiness for training.
* An assessment of available resources and project timeframes.
* All up-to-date training materials, easily referenced and searchable.

**4.7.1** The Contractor is responsible for providing solution administration training models and materials to be used by Contractor to train select Agency staff.

**4.7.2** The Contractor is responsible for providing field training models and materials to be used to train the MIS field staff for the 15 Iowa public community colleges.

**4.7.3** The Contractor is responsible for providing onsite face-to-face and/or web based training with the time, date, and location(s) to be determined at a later date. The training should include, at minimum, the following:

* Training will be hands-on and job-related. The Contractor may propose other methods of delivery, but the Agency will make the final decision.
* The Agency expects that staff attending training do not spend more than eight hours a day in the classroom environment.
* Each training class will have at least one facilitator and an assistant. Preferred number of participants per session should be included in the Proposal.
* Up-to-date manuals will be provided for each area including operations, maintenance, and administration.
* Each training group will receive training that includes an overview of all the functionality, including a clear understanding of how his or her responsibilities relate to the Contractor solution.
* Training evaluations will be offered to and completed by students of the training. This feedback will be used to improve training, retain knowledge, and increase understanding while eliminating training gaps.

**4.8 Security/Privacy, Business Continuity, and Disaster Recovery**

**4.8.1** **Data Protection**

Contractor, Sub Contractors, and Contractor Personnel shall safeguard the confidentiality, integrity, and availability of Customer Data. In so doing, Contractor and Sub Contractors shall comply with the following:

**4.8.1.1** Implement and maintain reasonable and appropriate administrative, technical, and physical security measures to safeguard against unauthorized access, disclosure, theft, or modification of Customer Data. Such security measures shall be in accordance with recognized industry standards and controls (including NIST 800-53 Revision 4 and ISO27001:2013), and not less stringent than the measures Contractor or Sub Contractors utilize to safeguard their own Confidential Information of like importance. In addition, such security measures, to the extent applicable, shall comply with, and shall enable DOE to at all times comply fully with, all applicable federal, state, and local laws, rules, standards, policies, or procedures ordinances, codes, regulations, and orders related to such security measures or other security, privacy, or safeguarding requirements, including applicable I.T. Governance Document(s) that have been supplied to Contractor or Sub Contractors by such DOE.

**4.8.1.2** All Customer Data shall be encrypted at rest and in transit with controlled access. Unless otherwise expressly provided herein or otherwise agreed to by the Parties in writing, Contractor or Sub Contractors are responsible for encryption of Customer Data in their possession. Additionally, Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in Federal Information Processing Standards (FIPS) 140-2, Security Requirements for Cryptographic Modules for all Customer Data, unless DOE approves in writing the storage of Customer Data on a portable device that does not satisfy these standards.

**4.8.1.3** Storage, processing, transmission, retention, or other maintenance of Customer Data at rest and all backups shall occur solely in the continental United States of America. Contractor shall not allow Contractor Personnel to store, process, or retain Customer Data on any portable devices, including personal computers, tablets, or cell phones, except to the extent such devices are used and permanently stored or backed up at all times only in the continental United States of America.

**4.8.1.4** Contractor may permit Contractor Personnel to access Customer Data remotely only as required to provide technical support. Contractor may not provide technical user support on a 24/7 basis using a Follow the Sun model.

**4.8.2** Auditing and transaction logging facilities.

**4.8.3** Capable of setting a timeout and terminate session limit by type of user.

**4.8.4** Secure role-based access for user accounts, including but not limited to role-based access to different components of the solution, such as:

* Containing PII (e.g., data submission and data validation).
* Not containing PII (e.g., reference tables, etc.).

**4.8.5** Ability to audit data access by users.

**4.8.6** For hosted solutions, the Agency Technical Staff will have the ability to directly access the database repository via VPN.

**4.8.7** The Agency expects the project in three environments: developmental, test, and production. The Contractor must provide security documentation that addresses the above minimum requirements and the following:

* Methods to encrypt or hide passwords or connection strings to databases to prevent against unauthorized string injections.
* Definitions of enforceable security roles for the development environment.
* Definitions of enforceable security roles for the test (QA) environment.
* Definitions of enforceable security roles for the production environment.
* Definitions of enforceable security roles for securing bulk data transmission.
* Definitions of enforceable security roles for solution administration of all three (development, test, production) environments.
* Security roles and personal login accounts management, as well as the ad-hoc reporting of the security, so as to document who has permission to access what data and what solution functionality at any given time.
* Provision of automated password management functionality.

**4.8.8** The solution must support various levels of security, including, but not necessarily limited to:

* Unique logon account for each user.
* Ability to require passwords for each user, which will expire on a schedule per user basis determined by the Agency Technical Staff.
* Restriction of aggregate data level file/table, record/row, and field/attribute to specific users and/or groups of users with common access rights as specified by the Agency Technical Staff and/or MIS field staff.
* Restriction of student and employee-level file/table, record/row, and field/attribute to specific users and/or groups of users with common access rights as specified by the Agency Technical Staff and/or MIS field staff.
* Procedures for safeguarding the system from unauthorized modifications to the web-based software application and the data contained within.

**4.9 Ongoing System Support and Maintenance, User Technical Support**

The Contractor is responsible for providing a solution for maintenance and support as a requirement of this RFP. In this Proposal, the Contractor will document how it shall be responsible for maintaining and modifying the entire solution throughout the term of the Contract. Support to the Agency must include electronic mail and toll-free telephone communications. If the Contractor is offering a non-hosted (housed by the Agency) solution, when necessary, the Contractor must provide on-site support.

The Agency will provide Tier I support to all stakeholders by receiving reports of problems from stakeholders and performing initial troubleshooting based on well-documented procedures. The Contractor will assist in the development of the procedures.

Unresolved problems will be escalated to Tier II and Tier III support, which will be resolved by the Contractor throughout the term of the Contract at no additional cost. These levels of support will provide technical support for all aspects of system design, integration, processing, and administration.

Ongoing changes, corrections, or enhancements to the solution must be characterized as either maintenance-related or as a modification request. Maintenance may result from a determination by the Agency or by the Contractor that a deficiency exists within the system, including deficiencies found after the implementation of modifications or that affect the efficiency and effectiveness of the system. The various types of maintenance support must include:

* Provide upgrades, patches (fixes) and/or enhancements as needed and agreed upon between the Agency and the Contractor.
* Provide debugging capabilities to the Agency Technical Staff.
* Provide a cyclical report of system upgrades, fixes, and/or enhancements both available and applied to the Agency’s three environments (development, test, production) on a monthly, quarterly, or yearly basis, and upon request.
* Software updates and system enhancements applicable to system modules/components.
* To stay current with industry standards, updates and system enhancements to any third party supplied software as they are released will be included with this service.
* It is desirable for the system to include a graphical user interface pre-sets window for annual modifications (e.g., addition/deletion of a data
* element and/or modification of business rules) that could be conducted by the Agency administrators independently without the need for professional or proprietary programming skills.
* All needed maintenance and modifications will be included for one year under Contractor’s warrantee, following the date of system deployment in production, during which any maintenance and modifications will be conducted free of charge.

**4.10 Agency** **Technical Staff Role in Application and System Administration**

Contractor is responsible for providing technical staff with access to administer user management, data integrity business rules (and possible overrides), data content report logic, and ad-hoc workflow event report logic. The Agency will assign Technical Staff to have responsibilities for the maintenance and modification of the system. If the Contractor is unable to provide graphic user interface for independent modifications by the Agency’s Technical Staff (as indicated in 4.7), the Agency will:

* Prepare and submit to the Contractor a written change request when a modification or maintenance activity is required.
* Provide all data and data description required by requested modification (e.g., business rules, restrains, notification requirements, thresholds, historical data, description of new or modified data elements, workflow rules, etc.).
* Review maintenance plan and maintenance test results.
* Approve implementation of modification and provide sign-off that modification is approved.

**4.11 Project Management**

 **4.11.1 Implementation (Project Plan)**

Contractor is responsible for submitting a narrative and draft plan as a part of their Proposal describing how they will organize, deploy, and administer the project team.

The draft project plan will cover both Contractor and Agency tasks and responsibilities, as well as a Work Breakdown Structure and work schedule that takes into account the two critical bulk submission dates that are on or around September 17th and October 7th of each year. At a minimum, the plan must contain the following items, or reasonable substitutions:

**4.11.1.1** Within 30 calendar days from execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content, scope, deliverables, and procedures of the RFP. The meeting will be held in Des Moines, Iowa, at a date and time mutually acceptable to the Agency and the Contractor. The Agency shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

**4.11.1.2** The project plan timeline of deliverables will be developed and agreed upon by the Contractor and the Agency. The project work plan will include the following:

* A work breakdown structure of the major phases of the project, accounting for all tasks, deliverables, and milestones.
* A project plan timetable/schedule for each task, deliverable, and milestone.
* Tasks, resources, and timetables for the design, development, testing, and implementation of the solution.
* Any assumptions or constraints identified by the Contractor. If there is a need for additional information from the Agency, the Contractor should include it as well.

**4.11.1.3** A proposed project schedule shall meet the Agency’s technical and business requirements as specified in Section 4, Scope of Work.

**4.11.1.4** If the Contractor cannot meet the proposed schedule, the Contractor must identify any shortcomings in its system or staff resources, or explain why they believe the schedule to be unrealistic.

**4.11.1.5** The Agency may, at its sole discretion, change the schedule, or adhere to the proposed schedule and evaluate the proposals on the Contractor’s ability to demonstrate how they will meet the schedule.

**4.11.1.6** An explanation of how the schedule provides for the handling of potential and actual problems. This must also include general plans for dealing with the slippage of critical dates.

**4.11.1.7** The draft project plan submitted as a part of the response to this RFP will be reviewed. The Agency reserves the right to meet with the Contractor to collaboratively update the plan prior to awarding the Contract.

**4.11.1.8** Once updated and approved by the Agency, the resultant project plan will be turned over to the Contractor who must maintain it throughout the remainder of the project while allowing -CC read access at any point in time.

**4.11.2** **Issue/Defect Management**

An issue/defect is an identified event/defect that, if not addressed, may affect the schedule, scope, quality, or budget. The Contractor shall maintain an issue/defect log for issues/defects relating to the provision of services under this Contract. The issue/defect log must be communicated to the Agency Project Manager on an agreed upon schedule, with electronic mail notifications and updates. The issue/defect log must be updated and must contain the following minimum elements:

* Description of issue/defect.
* Issue ID# assigned.
* Issue/defect identification date.
* Responsibility assignment (Contractor or Agency) for resolving issue/defect.
* Priority for issue/defect resolution (to be mutually agreed upon by the Agency and the Contractor).
* Resources assigned responsibility for resolution.
* Status of issue/defect resolution.
* Resolution deployment date.
* Resolution description.

**4.11.3 Change Order/System Enhancements**

If the Agency determines the need for enhancements and/or change orders, the Agency shall submit the requested enhancements/changes to the Contractor with the same degree of specificity as in the original Purchasing Instrument.

Contractor shall submit to DOE any proposed modifications to the Purchasing Instrument and a firm cost proposal, if applicable, for the requested change order within five (5) business days of receiving DOE’s change order request.

Both Parties must sign and date the change order to authorize the change in Deliverables described therein and incorporate the changes into the applicable Purchasing Instrument and this Agreement. No Deliverables shall be provided pursuant to the change order and no payment shall be made on account of the change order until the change order is fully executed by both Parties. Upon such execution, a change order shall alter only that portion of a Purchasing Instrument to which it expressly relates and shall not otherwise affect the terms and conditions of this Agreement.

**4.11.4 Project Progress Reporting**

Contractor is responsible for submitting Reporting formats to the Agency for approval within 30 calendar days after the effective date of the Contract resulting from this RFP. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the Contract.

Contractor is responsible for submitting Bi-weekly reports, each bi-weekly progress report will contain the following:

* Project status.
* If not on schedule, reason for delay and detailed steps taken to resolve the issue.
* Adjustments to schedule.
* Actions taken and progress made on the project during the past month.
* Actions planned for the following month in order to meet the project delivery and performance schedule requirements.
* Tasks completed in the past month and tasks planned for completion in the following month.
* Summary of issues, difficulties (either anticipated or encountered) and suggested solutions.
* Summary of resolutions to issues identified in previous progress reports.
* Percentage completed for each task defined in the work plan during the past month, the total percentage completed for each task, total percentage completed for the development, and the total percentage completed for the project.

**4.11.4.1** The Contractor will maintain progress and resource schedules for all tasks to be performed under this Contract. This documentation will include, as appropriate, progress Gantt charts, resource schedule reports, and progress reports. The Contractor is responsible for tracking hours worked performing each task.

**4.11.4.2** All project progress documentation prepared by the Contractor will be submitted to the Agency in Microsoft Office electronic format or other mutually agreed upon format. Reports must be submitted by Contractor on a minimum of a bi-weekly basis, but may also include a monthly report as determined mutually by Contractor and the Agency.

**4.11.5 Project Status Meetings**

The Contractor will conduct status meetings on a weekly basis, or more frequently at the Agency’s request, with the Contractor’s Project Manager and the designated Agency Project Manager additional Agency staff will attend if necessary. These meeting agendas will require the review of the above mentioned and shall include at least the following:

* Project Plan/Task Schedule
* Issue/Defect Log
* Scope Management documents
* Cyclical status reports that will be provided to Agency Administrator.

**4.11.6 Contractor Project Manager Responsibilities**

The project manager’s responsibilities, at a minimum, will include:

* Evaluate and recommend Contractor staff with appropriate skills for a project team.
* Coordinate the activities of project team members: schedule work assignments, set priorities, direct work, and address deviations from plans.
* Develop and execute communication plans for the good of the project team.
* Evaluate the work product of project team members.
* Initiate completion of change control documents and ensure Agency approval.
* Maintain records of work completed and deliverables.
* Ensure all program and system documentation is complete before approvals and payments are made.
* Help others adapt to new and unfamiliar concepts and tools and solve/overcome the most difficult barriers to the completion of their assignment.

**4.117 Agency Project Management Responsibilities**

Facilitate the oversight of all responsibilities noted for Agency Technical Staff Role in Application and System Administration as noted in Section 4.9 and participate in the ‘Review and Approve’ activities. In addition, the Agency responsibilities for the Project Management of the implementation, maintenance, and modification of the system include, at a minimum:

* Facilitate introductions between the Contractor and local community colleges.
* Review and approve corrective action plan for maintenance support.
* Determine priority for completing work requests and return approved requests with priority assigned.
* Review and approve the requirements analysis document for any changes.
* Review and approve the detailed design for changes, when one is required.
* Approve implementation of modification; and provide sign-off that modification is approved.
* Participate in Project Status Meetings.

**4.11.8 Contractor Staff, Roles, and Responsibilities (General)**

Contractor shall identify key individuals that will perform the services described in the Scope of Work. All persons assigned to work with the Agency shall be employees, or subcontractors, of the Contractor.

The Contractor shall conduct nationwide criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud.

The Contractor shall provide sufficient qualified key personnel to satisfy the deliverables of this RFP. Contractor shall send written notification to THE AGENCY at least ten business days prior to making any substitutions of key personnel during the term of this Agreement or any extensions thereof. Upon notification, Contractor shall provide THE AGENCY with information regarding new key personnel to ensure a smooth transition. In addition, if THE AGENCY reasonably determines that the performance of any Contractor personnel does not meet THE AGENCY’s reasonable expectation, Contractor is responsible for taking steps to mitigate the situation within five business days or other agreed upon time between parties.

**4.12 Backup and Recovery**

The Contractor must propose an adequate back-up and recovery methodology. The Contractor must submit a back-up and recovery plan to the Agency for approval.

The back-up and recovery methodology must include, but may not be limited to, the following:

* System’s ability to provide recovery of data to the prior 24 hours.
* Provide system back-up and recovery capabilities so that normal processing can be resumed within 7 calendar days or earlier in the event of a disaster or major hardware/software problem.
* For hosted or hybrid solution, Contractor will provide a copy of their Business Continuity Plan.
* In the event that a full hardware replacement is required as a result of a major disaster, full operations must be resumed no later than the Agency and Contractor agreed upon time, but in no more than seven days.

**4.19.1** The Contractor and the Agency recognize that the Agency provides essential services in times of natural or man-made disasters. Therefore, , Contractor personnel dedicated to this project will provide the Agency with priority service for repair or a work around, in the event of a natural or man-made disaster.

**4.13 Performance and Scalability**

The Contractor is responsible for incorporating scalability into the Web-MIS solution/system. The Contractor must demonstrate that their solution is capable of expansion to include other data storage needs, further user access, and additional functionality. The issue of scalability, to fully address developing program needs that cannot now be defined, will be an important consideration in the evaluation of the Contractor’s Proposal.

SECTION 5 SPECIFICATIONS

**Overview**

The successful Contractor shall provide the goods and/or services to Agency and other agencies using the Contract in accordance with the specifications as provided in this Section. The Contractor shall address each specification in this Section and indicate whether or not it will comply with the specification. 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 specification. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Contractor. Proposals must identify any deviations from the specifications of this RFP or specifications the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

**5.1 Mandatory Specifications**

All items listed in this section are Mandatory Specifications. Contractors must mark either **“yes” or “no”** to each specification in their Proposals. By indicating “yes” a Contractor agrees that it shall comply with that specification throughout the full term of the Contract, if the Contractor is successful. In addition, if specified by the specifications or if the context otherwise requires, the Contractor shall provide references and/or supportive materials to verify the Contractor’s compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Contractor demonstrate the Contractor will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Contractor will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

**5.1.1** Contractor shall provide a secure system that prohibits the disclosure of personally identifiable information (PII).

**5.1.2** Contractor shall provide a system that complies with Iowa Code, Chapter 22.11, FERPA, PPRA and COPPA regulations.

**5.1.3** The solution must be built based on MS SQL platform.

* 1. **Scored Technical Specifications**

All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the evaluation committee in accordance with Section 5.

**5.2.1** **Scope of Work**

The Contractor shall address each specification in Section 4 – Scope of Work and indicate whether or not it will comply with the specification. 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 specification. Proposals must address each specification. Proposals must identify any deviations from the specifications of this RFP or specifications the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

**5.2.2 System Capability Requirements**

Describe how the proposed system will meet the system capability requirements.

**5.2.3 Reports**

Describe the standard reports provided in the system (provide examples). Describe the ability to create ad hoc reports and run custom queries on system data.

* + 1. **Training**

Provide details concerning your On-site training options.

* Number of days required to complete training.
* What training materials will be provided?

List any additional training costs in your cost proposal.

**5.2.5 Security**

Please describe how the proposed system ensures the confidentiality, integrity, and security of State Data.

**5.2.6 Implementation**

Describe the process, timetable and specific tasks involved in becoming fully operational. All work must be completed on or before January 31, 2020. Be specific with regard to the below:

* Timing of significant tasks (provide schedule of events and draft Implementation/Project Plan plan)
* Responsibilities of State of Iowa

**5.2.7 Service and Maintenance**

Provide detailed information on your customer service program:

* Updates and maintenance
* Response times to system issues/bugs and to customized user functionality requests.
* Access to and timeliness of service engineers for technical support.
* Escalation process for urgent system issues.
* Describe how support requests/questions can be submitted.
* Describe options for on-going system maintenance provided by Contractor’s information technology staff and any options for Agency information technology staff providing this maintenance service in lieu of contractor staff.

**5.3 Optional Specifications**

All items listed below are optional, non-mandatory specifications. These specifications will be evaluated and scored in the technical proposal. Cost for optional specifications shall be identified in the cost proposal; however, costs for optional specifications will not be considered in the determination of the cost score.

The Contractor may recommend optional products, tools, and/or capabilities not specifically noted in this RFP, but which may, provide significant value to the Agency in the implementation and operation of the system and user services.

List Optional Specifications:

SECTION 6 EVALUATION AND SELECTION

**6.1 Introduction**

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the State. Agency will not necessarily award the Contract to the Contractor offering the lowest cost to the Agency. Instead, the Agency will award to the Contractor whose Responsive Proposal the Agency believes will provide the best value to the State.

* 1. **Evaluation Committee**

The Agency will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Agency will use an evaluation committee to review and evaluate the Proposals. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity who must approve the recommendation.

* 1. **Tied Score and Preferences**
		1. An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the contractors who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.
		2. Notwithstanding the foregoing, if a tied score involves an Iowa-based contractor or products produced within the State of Iowa and a contractor based or products produced outside the State of Iowa, the Iowa contractor will receive preference. If a tied score involves one or more Iowa contractors and one or more contractors outside the state of Iowa, a drawing will be held among the Iowa contractors only.
		3. In the event of a tied score between Iowa contractors, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the contractors have complied with ESGR standards. Preference, in the case of a tied score, shall be given to Iowa contractors complying with ESGR standards.
		4. Second preference in tied score will be given to contractors based in the United States or products produced in the United States over contractors based or products produced outside the United States.
		5. Preferences required by applicable statute or rule shall also be applied, where appropriate.
	2. **Technical Proposal Evaluation and Scoring**

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications and Scored Technical Specifications described in Section 4.1 and 4.2 and meet the minimum score. To be deemed a Responsive Proposal, the Proposal must:

* Answer “Yes” to all parts of Section 4.1 and include supportive materials as required to demonstrate the Contractor will be able to comply with the Mandatory Specifications in that section and
* Obtain the minimum score for the Content and Technical Criteria.

An addendum identifying the points assigned to evaluation criteria and minimum score will be posted prior to the RFP due date.

* 1. **Cost Proposal Scoring**

After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

To assist the agency in evaluating, Cost Proposals may be evaluated and points awarded as follows. The Cost Proposals will remain sealed during the evaluation of the Technical Proposal and any Demonstration. Only prospective contractors that meet all of the required features will be considered during the cost evaluation phase of the review process. The compliant prospective contractor’s technical points will be added to the cost points, to obtain the total points awarded for the proposal. The Cost Proposals will be ranked from cheapest to the most expensive. The cheapest shall receive the maximum number of points available in this section. To determine the number of points to be awarded all other Cost Proposals, the cheapest proposal will be used in all cases as the numerator. Each of the other proposals will be used as the denominator. The percentage will then be multiplied by the maximum number of points and the resulting number will be the cost points awarded to other compliant contractors. Percentages and points will be rounded to the nearest whole value.

Example:

Contractor A quotes $35,000; Contractor B quotes $45,000 and Contractor C quotes $65,000.

Contractor A: $35,000 = receives 100% of available points on cost.

 $35,000

Contractor B: $35,000 = receives 78% of available points on cost.

 $45,000

Contractor C: $35,000 = receives 54% of available points on cost.

$65,000

SECTION 7 CONTRACT TERMS AND CONDITIONS

**7.1 Contract Terms and Conditions**

The Contract that the Agency 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 General Terms and Conditions, the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Contractor to the provisions or terms and conditions of the RFP or the General Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Contractor’s objection or amendment in writing.

The General Terms and Conditionswill be incorporated into the Contract. The General Terms and Conditionsmay be supplemented at the time of contract execution and are provided to enable Contractors to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with these specifications should be included in any pricing quoted by the Contractor.

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

The Agency 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.

* 1. **Special Terms**

 **Data Ownership**

* + 1. The State and Governmental Entities will be and remain the sole and exclusive owners of all data of any kind relating in any way to this Contract, the Deliverables provided hereunder, and/or Contractor’s performance of its duties under this Contract, including, without limitation, all data in any way provided, submitted, modified, processed, abstracted, adapted, compiled, reproduced, utilized or altered by or on behalf of the State, any Governmental Entity or any User  (including by or through Contractor on behalf of the State or any Governmental Entity).
		2. The Governmental Entity that collects, stores, generates, or maintains information or data shall be considered a “**Data Custodian**.” The Data Custodian shall retain ownership of any and all such data, including any data associated with their application at any time.  The Data Custodian must approve all access to its data.  The Contractor shall not access State user accounts or State data, except (i) in the course of data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract or (iv) at the State’s written request.  In the interest of clarity, “data” as referred to in this Section is not intended to refer to Source Code or Software except to the extent that any of these include, incorporate or otherwise utilize data that is owned by the State, including without limitation all data of any kind relating in any way to the Contractor, this Contract, the Deliverables provided hereunder, and/or Contractor’s performance of its duties under this Contract, including, but not limited to, all data in any way provided, submitted, modified, processed, abstracted, adapted, compiled, reproduced, utilized or altered by or on behalf of the State, any Governmental Entity or any User  (including by or through Contractor on behalf of the State or any Governmental Entity), in which case, any such data that is included or incorporated into, or otherwise utilized in connection with, the Contractor’s proprietary Source Code or Software shall be and remain exclusively owned by the State, and Contractor hereby assigns any and all of its right title and interest in and to such data.  Also, in the interest of clarity, to the extent Contractor incorporates or uses any data described above or otherwise owned by the State and incorporates such data into reports or other documents, software or deliverables, such data will not lose its status as State-owned data by virtue of such incorporation or use, and Contractor hereby assigns any and all of its right title and interest in and to such data.
	1. **Contract Length**

The term of the Contract will begin and end on the dates indicated on the RFP cover sheet. The Agency shall have the sole option to renew the Contract upon the same or more favorable terms and conditions for up to the number of annual extensions identified on the RFP cover sheet.

* 1. **Insurance**

The Contract will require the successful Contractor to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

| Type of Insurance | Limit | Amount |
| --- | --- | --- |
| General Liability (including contractual liability) written on an occurrence basis | General AggregateProducts – Comp/Op  AggregatePersonal injuryEach Occurrence | $2 million$1 Million$1 Million$1 Million |
| Automobile Liability (including contractual liability) written on an occurrence basis | Combined single limit | $1 Million |
| Excess Liability, Umbrella Form | Each OccurrenceAggregate | $1 Million$5 Million |
| Technology Errors and Omissions Insurance | Each Occurrence Aggregate | $1 Million$15 Million |
| Property Damage | Each OccurrenceAggregate | $1 Million$1 Million |
| Wokers Compensation and Employer Liability | As Required by Iowa law | $2 Million |
| Cyber Liability/Network Security | Each OccurrenceAggregate | $2 Million |

**Attachment # 1**

**Certification Letter**

**Alterations to this document are prohibited, see section 2.14.14.**

[Date]

Kathy Harper, Issuing Officer

Iowa Department of Administrative Services Central Procurement and Fleet Services Enterprise

Hoover Building, 3rd Floor

1305 E. Walnut

Des Moines, Iowa 50319

Re: RFP 0618282021 - PROPOSAL CERTIFICATIONS

Dear Kathy:

I certify that the contents of the Proposal submitted on behalf of [**Name of Contractor] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (Contractor) in response to the Iowa Department of Administrative Services for **RFP0618282021** for an internet based software solution 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 Agency 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 Agency’s issuance of the Notice of Intent to Award the contract.

4. No attempt has been made or will be made by Contractorto 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 Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

**Certification Regarding Debarment**

6. I certify that, to the best of my knowledge, neither Contractornor 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 Agency 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 Agency may pursue available remedies including suspension, debarment, or termination of the contract.

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

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(4) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires 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 423*; 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)(2016)*.

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

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

**Name and Title of Authorized Representative Date**

**Attachment #2**

**Authorization to Release Information Letter**

**Alterations to this document are prohibited, see section 2.14.14.**

**[Date]**

Kathy Harper, Issuing Officer

Iowa Department of Administrative Services Central Procurement and Fleet Services Enterprise

Hoover Building, 3rd Floor

1305 E. Walnut

Des Moines, Iowa 50319

Re: **RFP 0618282021 -** AUTHORIZATION TO RELEASE INFORMATION

Dear **Name of Issuing Officer**:

**[Name of Contractor]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contractor)** hereby authorizes the Iowa Department of Administrative Services ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to **RFP0618282021.**

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 Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the RFP.

The Contractor authorizes representatives of the Agency 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, 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 Agency 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,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

**Name and Title of Authorized Representative Date**

**Attachment #3**

**Form 22 – Request for Confidentiality**

***SUBMISSION OF THIS FORM 22 IS REQUIRED***

***This Form 22 (Form) must be completed and included with your PROPOSAL.*** ***ThIS Form 22 is required whether THE PROPOSAL does or does not contain information for which confidential treatment will be requested. Failure to submit a completed Form 22 WILL result in the Proposal TO BE considered non-responsive and eliminated from evaluation. Complete PART 1 of this form 22 IF PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. Complete PART 2 of this form 22 if PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.***

1. **Confidential Treatment Is Not Requested**

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

1. **Confidential Treatment of Information is Requested**

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

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

**The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP.** The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Proposal as possible.

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

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

**Part 1 – No Confidential Information Provided**

**Confidential Treatment Is Not Requested**

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company RFP Number RFP Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (required) Title Date

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

**Part 2 - Confidential Treatment is Requested**

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

**NOTE:**

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

Completion of the Form and Agency’s acceptance of Respondent’s submission does not guarantee the Agency will grant Respondent’s request for confidentiality. The Agency may reject Respondent’s Proposal entirely in the event Respondent requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| RFP Section: | Respondent must cite the specific grounds in *Iowa Code Chapter 22* or other applicable law which supports treatment of the information as confidential. | Respondent must justify why the information should be kept in confidence. | Respondent must explain why disclosure of the information would not be in the best interest of the public. | Respondent must provide the name, address, telephone, and email for the person at Respondent’s organization authorized to respond to inquiries by the Agency concerning the status of confidential information. |
|   |   |  |   |   |
|   |   |  |   |   |
|   |   |  |   |   |
|   |   |  |   |   |

This Form must be signed by the individual who signed the Respondent’s Proposal. The Respondent shall place this Form completed and signed in its Proposal. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

* ***If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Respondent’s submittal to request confidentiality or rejection of the Proposal as being non-responsive.***
* ***Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal. If signing this Part 2, do not complete Part 1.***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company RFP Number RFP Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (required) Title Date

**Attachment #4**

**Response Check List**

|  |  |  |
| --- | --- | --- |
| **RFP REFERENCE SECTION** | **RESPONSE INCLUDED** | **LOCATION OF RESPONSE** |
| **Yes** | **No** |
| 3. 1 Original, 1 Digital, & 2 Copies of the Proposal |   |   |   |
| 3. One (1) Public Copy with Confidential Information Excised |   |   |   |
| 3. Transmittal Letter |   |   |   |
| 3. Specifications  |   |   |   |
| 3. Contractor Background Information  |  |  |  |
| 3. Experience  |  |  |  |
| 3. Personnel  |  |  |  |
| 1. Termination
 |   |   |   |
| 3. Acceptance of Terms and Conditions |   |   |   |
| 3. Firm Proposal Terms |   |   |   |
| 5. Mandatory Specifications |   |   |   |
| 5. Scored Technical Specifications |  |  |  |
| 5. Optional Specifications |   |   |   |
| Att. #1 Certification Letter |   |   |   |
| Att. # 2 Authorization to Release Information |   |   |   |
| Att. # 3 Form 22 – Request for Confidentiality |   |   |   |
|  |   |   |   |

**Attachment #5**

**Payment Terms**

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

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

**Cost Proposal**

Contractor’s Cost Proposal shall include a Lump sum cost in U.S. Dollars for each Deliverable Item listed below. All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms. The following template is required. Please use additional pages to provide any additional narrative support for the costing information. Reimbursable expenses are not allowed per Section 2.1 of Attachment # 6, IT Terms and Conditions.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Deliverable Item** | **Est. # of Hours** | **Blended Hourly Rate** | **Total First Term (2017-2018) Cost** | **Total Recurring Year Costs** | **2019** | **2020** |
| Core System |  | $ | $ | $ | $ | $ |
| Implementation |  | $ | $ | $ | $ | $ |
| Data Conversion |  | $ | $ | $ | $ | $ |
| Training |  | $ | $ | $ | $ | $ |
| User Licenses |  | $ | $ | $ | $ | $ |
| Maintenance & Support |  | $ | $ | $ | $ | $ |
| Other (specify) |  |  |  |  |  |  |
| **TOTAL COST:** |  | $ | $ | $ | $ | $ |