



**REQUEST FOR PROPOSAL**

**RFP COVER SHEET**

**Administrative Information**

<b>RFP Number</b>	005-RFP-2409-2026	<b>Title of RFP</b>	Custodial Services – Iowa Department of Revenue
<b>Agency</b>	Iowa Department of Administrative Services (DAS) on behalf of Iowa Department of Revenue		
<b>State Issuing Officer:</b> Katelyn Howells Phone: 515-721-7856 E-mail: Katelyn.Howells@iowa.gov			
<b>PROCUREMENT TIMETABLE—Event or Action</b>			<b>Date/Time (Central Time)</b>
State Issues RFP			February 25, 2026
<b>Site Visit Location and Address:</b> Iowa Department of Revenue Board Room 1918 SE Hulsizer Rd Ankeny, Iowa 50021 If a map is needed, contact the Issuing Officer. Is a Site Visit mandatory? <b>Yes</b>			March 10, 2026 at 1:00PM
RFP written questions, requests for clarification, and suggested changes from Respondents due (no questions accepted or responded to after this date)			March 17, 2026 at 4:00PM
Proposals Due			March 26, 2026 at 2:00PM
<b>Relevant Websites</b>			
Internet website where the Addenda to this RFP will be posted <a href="http://bidopportunities.iowa.gov">http://bidopportunities.iowa.gov</a> and <a href="#">IMPACS Electronic Procurement System</a> .			
Internet website where contract terms and conditions are posted <a href="https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf</a>			
<b>Firm Proposal Terms</b> The minimum number of days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm is 120 Days.			

## SECTION 1 INTRODUCTION

### 1.1. Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet. The Agency intends to award a Contract(s) for the initial period identified 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.

### 1.2. Definitions

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

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

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

**“Contractor”** means the awarded business/person to provide the contractual services agreed upon.

**“Deliverable”** means the completion of a milestone or accomplishment of a task.

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

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

**“Respondent”** means the company, organization or other business entity submitting a proposal in response to this RFP.

**“Responsible Respondent”** means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, the Agency may consider various factors including, but not limited to, the Respondent’s competence and qualifications to provide the goods or services requested, the Respondent’s integrity and reliability, the past performance of the Respondent 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, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

### 1.3. Overview of the RFP Process

This RFP is designed to provide Respondents with the information necessary 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 Respondent is responsible for determining all factors necessary for the submission of a comprehensive Proposal.

**Respondent should review Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked “Confidential” or “Proprietary” on every page may be disqualified.**

It is the Agency’s intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with the evaluation and selection criteria provided in this RFP.

#### **1.4. Background**

Since the repeal of prohibition in 1933, Iowa is one of 17 states that directly controls the sale and distribution of alcoholic beverages. The Iowa Alcoholic Beverages Division (ABD) enforces state and federal laws and regulations related to the sale and use of alcohol- and tobacco-related products.

ABD is located on a 14.5 acre site at 1918 SE Hulsizer Road in Ankeny, Iowa. The facility was built with funds raised via the sale of revenue bonds that were authorized through the enactment of legislation in 1980. When the office-warehouse complex was opened in 1981, it was the first time in more than 30 years that the administrative offices and warehouse complex had been housed under the same roof.

The facility provides workspace for the entire ABD staff, including administration, regulation, licensing, tobacco enforcement, accounting, information technology, communications, and liquor distribution employees. The building also features a lobby for customers and licensees who await service and a large boardroom used for staff meetings and Alcoholic Beverages Commission meetings.

The warehouse contains more than 2,300 alcoholic liquor products. Warehouse staff fulfill weekly alcoholic liquor orders for 1,700-plus class “E” licensees and load them onto tractor-trailers. Ruan Transportation drivers then deliver the liquor to off-premises retailers across Iowa.

These services are currently provided by ABM Onsite Services.

#### **1.5. Objectives**

The objective of this RFP is to hire a Contractor to maintain the Iowa Department of Revenue (IDR) and Alcoholic Beverages Division building to provide a safe, healthy, cost effective and aesthetically pleasing environment for employees and visitors.

## SECTION 2 SPECIFICATIONS

### Overview

The successful Respondent shall provide the goods and/or services to the State in accordance with the specifications and technical specifications as provided in this Section. The Respondent 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, Respondent 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 Respondent. Proposals must identify any deviations from the specifications of this RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification (s) of this section, the Agency may reject the Proposal.

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

### 2.1. Respondent Requirements

- 2.1.1. Ability to provide Service schedules that clearly depict when each service identified under Section 3.2 – Scope of Services will be completed.
- 2.1.2. Ability to perform the outlined cleaning duties to the levels described in Section 3.3 – Required Standards of Performance.
- 2.1.3. Ability to maintain all equipment and materials used in the rendering of Services (including but not limited to: vacuum upkeep and repair, laundering of re-usable cleaning rags, etc.).

## SECTION 3 SCOPE OF WORK

### Overview

The purpose of this section is to clearly define the custodial service requirements to ensure Respondent is fully aware of IDR's requirements and expectations. This Scope of Work (SOW) will form the basis of the custodial contract with IDR.

All tasks performed in providing services are listed and defined in this section. These definitions apply to the corresponding Scope of Services and Performance Requirements identified in this RFP. These individual task standards provide the basis for evaluating contract performance.

### 3.1. General Requirements

This Request for Proposal is for full custodial services provided to IDR's facility located at 1918 SE Hulsizer Drive, Ankeny, Iowa 50021. See [Appendix A](#) for floor plan.

Services will be expected on all business days but may be cancelled due to fiscal, security, emergencies, or other acts of nature.

Secure areas may be added or deleted at any time during the contract period and the awarded service provider will be given ample notice of any areas that become labeled as secure or that are no longer considered secure so that they will have time to make the necessary staff adjustments.

### 3.2. Scope of Services

**3.2.1. Required Services.** A list of required custodial services and schedule is included in [Appendix B](#). These schedules will be posted, signed, and filed weekly. The signed copies will then go into a binder to be maintained. This requirement will provide accountability on the vendors' behalf of what services were/were not completed. These documents will further assist in tracking contract compliance. IDR may request that any contracted employee that fails to meet the standards of performance three (3) times be replaced.

**3.2.2. Additional Services.** As requested by Contract Manager. Provide pricing for the following in Cost Proposal:

- Carpet Extraction and Cleaning /Shampooing (provide pricing per sq. ft.)

### 3.3. Required Standards of Performance

**3.3.1. Empty/Remove Trash and Recyclable Receptacles.** All waste baskets and other trash containers within the areas specified shall be emptied and returned to their initial location. Boxes, cans and papers that are placed near a trash receptacle and marked "Trash" shall be removed. Any obvious soiled or torn plastic trash receptacle liners will be replaced with a new liner as needed. Trash shall be disposed of in plastic bags and secured with bag ties. Pick-up any trash that may fall onto the facility or grounds during the removal of or act of collecting trash. Trash will be taken to the designated dumpster located near the building. Recyclables will be placed in the designated bulk recyclable container/dumpster. All recyclable material needs to be "loose" in the dumpster. Material will be dumped from all bags/boxes/containers during entry and plastic bags removed

and disposed of as waste. Most office areas have segregated trash and recyclable bins but at times sorting may be necessary to ensure that we maximize the recyclable material collection. Trash and recyclable receptacles will be wet cleaned to remove spills or stains that occur when the liners break or tear to keep the receptacles clean.

- 3.3.2. Vacuum Carpet (must be completed before 8:00am).** Vacuums with beater bars will be used daily as scheduled. After being vacuumed, the carpet floor shall be free of all visible litter, debris, and soil. This includes vacuuming under the furniture. Any spots will be removed as soon as noticed. All torn carpet, unraveling, seam damage, and damage in general will be brought to the attention of the State's project manager or other designated State representative for this contract.
- 3.3.3. Cleaning Carpet.** Rugs or carpets shall be cleaned by shampooing. Prior to shampooing rugs or carpets, they shall be brushed against the pile direction to loosen soil and open pile tufts. The loosened soil shall then be removed by vacuuming. Ink, oil or other stains shall be spot cleaned. Shampoo cleaning shall be accomplished using a concentrated "Green" detergent solution manufactured for this purpose. The shampooing operation shall be in accordance with the manufacturer's directions. The shampooing operation shall be followed by vacuuming the shampoo solution from the carpet, then by brushing with the pile lay and being allowed to dry.
- 3.3.4. Floor Maintenance.** All areas accessible to the floor machines shall receive floor maintenance. Chairs and trash receptacles shall be tilted or removed to maintain floors underneath. After receiving floor maintenance, the entire floor shall have a uniform, glossy appearance free of scuff marks, and other stains, and shall have a uniform coating of floor finish. All floor maintenance solutions shall be removed from baseboards, furniture, and trash receptacles. After all cleaning operations have been completed, all office furniture or other items moved shall be returned to their original location and the area will be left in an orderly condition. Floor maintenance includes dry buffing, spray buffing, stripping and waxing.
- 3.3.5. Mop Floors.** All Floor areas shall be swept and then mopped (wet and dry) at the minimum frequency as required in the "Scope of Work" attachment in the bid. Other means of floor cleaning may be substituted by the contractor, i.e. floor buffing with spray cleaner. After being cleaned the floor shall have a uniform lustrous appearance, with no streaks, swirl marks, detergent residue, and any evidence of soil, stains, film, debris, or standing water. There shall be no splash marks, mop streaks, nor buffer damage to furniture, wall, baseboards, nor mop strands or buffer pad particles remaining in the area. Any wet or slippery surfaces will be marked as such to ensure the safety of contractors and employees until the potential hazard is no longer an issue.
- 3.3.6. Sweep Floors.** After the floor has been swept, the entire floor surface including corners and abutments shall be free of litter dust and foreign debris. Chairs and trash receptacles shall be tilted or moved to sweep underneath, then returned to their original location.
- 3.3.7. Low Dusting.** After low dusting, all dust, lint, litter and fry soil shall be removed from the horizontal surfaces of desks, chairs, file cabinets, cubicle tops, tops of furniture, and other

types of office furniture and equipment to include horizontal ledges, windows sills, blinds, hand rails, etc., to a line 7 feet above floor level.

- 3.3.8. High Dusting.** After high dusting all dust, lint, litter, and dry soil shall be removed from all surfaces above 7 feet from the top of the floor surface.
- 3.3.9. Touch-Up Waxing and Buffing.** Touch-up waxing shall be one coat of wax applied and buffed following a damp mopping. Areas to receive this treatment shall be specified in the “Scope of Services”. All waxed floors shall be buffed after damp mopping or waxing. Buffing machines shall be disk or cylinder type.
- 3.3.10. Stripping and Refinishing.** Areas to be stripped and refinished should have all movable furniture and equipment moved by the contractor to allow complete area to be stripped and refinished. Old finish shall be completely removed from floor surfaces by mopping or scrubbing with a “Green” finish removing solution, followed by a clean water mop rinse. Cleaned floor shall be dry and free of cleaning solution or film before refinishing. Finish shall be applied in sufficient amount to floor surfaces so as not to come in contact with baseboards or the base of non-movable equipment and furniture. The coat of wax shall be allowed to dry before buffing. Then the contractor shall return all moved furniture and equipment to their original locations.
- 3.3.11. Wet Clean.** Remove smudges fingerprints, marks, streaks, etc. from washable surfaces of walls, partitions, doors, furniture, fixtures, appliances, etc. If possible, “Green” germicidal detergent can be used in restrooms, break areas, and drinking fountains. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of removable soil.
- 3.3.12. Clean Drinking Fountains.** Remove all obvious soil, streaks, and smudges from the drinking fountains and cabinets, then disinfect all polished metal surfaces, including the orifices and drains. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious soil. Abrasives shall not be used on plated metal surfaces.
- 3.3.13. Clean Refrigerators (Upon Request).** Remove all obvious soil, streaks, and smudges from the inside and outside of the refrigerators. After cleaning, the refrigerators shall be free from streaks, stains, spots, smudges, scale, and other obvious soil.
- 3.3.14. Clean Microwaves.** Remove all obvious soil, streaks, and smudges from the inside and outside of the microwaves. After cleaning, the microwaves shall be free from streaks, stains, spots, smudges, scale, and other obvious soil.
- 3.3.15. Clean Interior Glass and Mirrors.** Interior glass surfaces include windows, doors, and mirrors. After the glass has been cleaned, all traces of film, dirt, smudge, water and other foreign matter shall be removed from frames, casing, sills and glass.
- 3.3.16. Clean Toilets/Urinals.** Remove all fecal matter, urine, dust, debris, & other from both inside & outside the entire fixture, the toilet lid, and attached plumbing. Remove all bowl

rings and discoloration to present a clean shiny appearance. Disinfect daily. Upon completion of service all toilet seats will remain up.

### 3.4. Areas and Access

- 3.4.1. **Private Offices.** Not to be confused with Secure Areas. Vendor is NOT required to obtain keys to individual offices in order to complete services in these areas per this request for proposal. Private office areas will be completed the same day the larger department areas are scheduled for service. Vendor will annotate any locked doors on the schedule log.
- 3.4.2. **Secure Area (SA).** Department area that contains levels of data & information above confidential or deemed confidential/restricted. Some of these areas require confidentiality training or specialized access. These areas are identified as potential risk areas and require State employees to oversee & or be present while receiving scheduled services (normally day-time). Departments that contain secure areas will create a service schedule to be approved by the contract manager for submission to vendor.
- 3.4.3. **Access.** Identified by Contract Manager and attached floorplans. If scheduled services are not completed due to access they will be “waived” until the next scheduled service. Vendor will ensure to document areas (individual or specific office by name/room number) where access is restricted in order to cover the attempted service.
- 3.4.4. **Authority.** The Contract Manager is the only authorized person to make contractual changes. Vendor will NOT make changes to any contracted services at the request of unauthorized individuals. If recommendations arise directly to the vendor they should be appropriately documented as well as deferred to the Contract Manager.

### 3.5. Standards

- 3.5.1. Contractor shall maintain all equipment used in the rendering of services. This includes, but is not limited to:
  - Laundering and/or replacing cleaning rags and mop heads.
  - Repairs and upkeep on vacuums.

## SECTION 4 FORM AND CONTENT OF PROPOSALS

### 4.1. Instructions

These instructions describe and define 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.

**4.1.1.** 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 as separate files. The files shall be labeled with the following information:

**005-RFP-2409-2026 - Respondent Name - Technical Proposal**

**005-RFP-2409-2026 - Respondent Name - Cost Proposal**

Files must attach to Respondent's submission in the State's [IMPACS Electronic Procurement System](#).

**4.1.2.** If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit a public copy Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".

**005-RFP-2409-2026 - Respondent Name - Public Copy**

**4.1.3.** Proposal shall not contain promotional or display materials.

**4.1.4.** Attachments shall be referenced in the Proposal.

**4.1.5.** If a Respondent proposals more than one solution to the RFP specifications, each shall be labeled and submitted in a separate Proposal, and each will be evaluated separately.

### 4.2. Technical Proposal

Any information provided in the Technical Proposal is subject to consideration for consideration, evaluation, and scoring. The following documents and responses shall be included in the Technical Proposal in the order given below:

#### **Exhibit 1 - Transmittal Letter**

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

#### **Exhibit 2 - Executive Summary**

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

- Statements that demonstrate that the Respondent has read and understands the terms and conditions of the RFP including the Contract provisions in Section 7.
- An overview of the Respondent's plans for complying with the specifications of this RFP.
- Any other summary information the Respondent deems to be pertinent.

**Exhibit 3 - Mandatory Specifications**

The Respondent shall answer whether or not it will comply with each specification in Section 2 of the RFP. Where the context requires more than a yes or no answer or the specific specifications so indicates, Respondent shall explain how it will comply with the specification. Merely repeating the Section 2 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 Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

**Exhibit 4 - Experience**

The Respondent must provide the following information regarding its experience:

- Number of years in business.
- Number of years of experience with providing the types of services sought by the RFP.
- The level of technical experience in providing the types of services sought by the RFP.
- A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.
- Letters of reference from three (3) previous or current customers or clients knowledgeable of the Respondent'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.

**Exhibit 5 - Personnel**

Provide key staff/dedicated team background to include main point of contact(s) for customer service/support. Provide a brief resume of experience for all team members proposed to be assigned to the project.

**Exhibit 6 - Project Requirements Response**

The Respondent shall provide a detailed response of ability to meet all requirements set forth in the Section 3 – Scope of Work. Explain ability to provide service schedules that clearly depict when each service identified under Section 3.3 - Scope of Services will be completed. Explain ability to perform the outlined cleaning duties to the levels described in Section 2 – Mandatory Specifications.

Respondents shall demonstrate a thorough and cohesive understanding of all requirements not specifically addressed in other Exhibits. Demonstrate respondents complete understanding of overall project solution. This may include alternatives not discussed in Sections 2 or 3.

**Exhibit 7 - Improve Overall Efficiencies**

Current services are detailed in section 3. The respondent shall provide detailed responses to the following key areas:

- Explain how the Respondent will implement a performance based janitorial support that delivers the best value.
- Describe how the proposed solution may reduce staff time.
- Describe estimated hours.

- Describe how the Respondent will validate completion of all services
- Describe how the Respondent will improve overall efficiencies (equipment, technology, operations, etc.)

#### **Exhibit 8 - Customer Service**

- Describe Respondent's ongoing customer support plan.
- Describe Respondent's plan for coverage when assigned employee is unavailable.
- Describe response times on service requests.
- Describe Respondent's communication plan.
- What location/office will serve as the primary consultant office for the State?
- Describe the process Respondent employs when a facility tenant is dissatisfied with the service it has been provided.

#### **Exhibit 9 - Implementation Plan**

- Describe to what detail the Respondent will manage service schedules, inspections, & reporting.
- Describe recommended implementation strategy including on-site coordination and support services, ensuring best practice professional services.
- Identify any third party Contractors involved in Respondent's implementation strategy and describe these relationships.

#### **Exhibit 10 - Performance-Based Criteria**

Performance-based measures are required to be included in any State contract pursuant with Iowa Code section 8.47 (1) (Iowa Supp. 2001) (2001 Iowa Acts, House file 687, section 5).

- Describe any performance-based incentives and disincentives that the Respondent would propose including in the resulting contract.
- Who assesses/ inspects and reports subpar performance?
- How are they measured?
- How will they be tracked?
- How much should they be (monetarily)?
- What results are shared and how often?

#### **Exhibit 11 - Optional Services**

Provide detailed information for any optional services that may be available. (Include costs for these items in the Cost Proposal)

### **4.3. Cost Proposal**

The Respondent shall provide its Cost Proposal in a separate file for the proposed goods and/or services. All prices are quoted pursuant to the terms and conditions of this RFP. Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices) for the proposed services. All pricing to be FOB Destination, freight cost, and all expenses included; and based on Net 60 Days Payment Terms. Cost proposals must include the following:

- Provide any one time and recurring costs. Recurring costs are to be for a 6 year period to cover initial term and extensions to contract.

- Hourly rates.
- Any other costs associated with proposed services.
- Pricing for optional services.

**4.3.1. Respondent Discounts**

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

**4.3.1.1. Prompt Payment Discount**

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

**4.3.1.2. Cash Discount**

The State may consider cash discounts when scoring Cost Proposals.

## SECTION 5 ADMINISTRATIVE INFORMATION

### 5.1. Issuing Officer

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

### 5.2. Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents 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. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State.

### 5.3. Downloading the RFP from the Internet

The RFP and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/> and [IMPACS Electronic Procurement System](#). The Respondent is advised to check the website periodically for addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

### 5.4. Procurement Timetable

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

### 5.5. Questions, Requests for Clarification, and Suggested Changes

Respondents are invited to submit written questions and requests for clarification regarding the RFP. Respondents may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in IMPACS on or before the date and time listed. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). The Agency will post written responses to questions, requests for clarifications, or suggestions received from Respondents in IMPACS.

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.

### 5.6. Site Visit

A **mandatory** site visit will be held at the date, time, and location listed on the RFP cover sheet. Oral discussions at the site visit shall not be considered part of the RFP unless confirmed in writing by the Agency and incorporated into this RFP.

**5.7. Amendment to the RFP**

The Agency reserves the right to amend the RFP at any time using an addendum. The Respondent 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 Respondents to amend their Proposals in response to the addendum.

**5.8. Amendment and Withdrawal of Proposal**

The Respondent may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The Proposal must be updated and submitted using IMPACS. Electronic mail and faxed amendments will not be accepted. Respondents must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposal(s).

**5.9. Submission of Proposals**

Respondents must submit Proposals in the State's [IMPACS Electronic Procurement System](#) before the "Proposals Due" date and time 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 Respondent. Respondents sending Proposals must allow ample upload time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. Electronic mail and faxed Proposals will not be accepted. There is a 50MB per file size limitation, but no limit to the number of files. Plan accordingly.

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

**5.10. Proposal Opening**

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

**5.11. Costs of Preparing the Proposal**

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

**5.12. 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.

**5.13. Rejection of Proposals**

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

- 5.13.1.** The Respondent fails to deliver the Cost Proposal in a separate file.
- 5.13.2.** The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- 5.13.3.** The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- 5.13.4.** The Respondent's Proposal limits the rights of the Agency.
- 5.13.5.** The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 5 of the RFP.
- 5.13.6.** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 5.13.7.** The Respondent fails to include proposal security, if required.
- 5.13.8.** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee as provided in Section 7 and in IMPACS.
- 5.13.9.** The Respondent 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.
- 5.13.10.** The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 5.13.11.** The Respondent provides misleading or inaccurate responses.
- 5.13.12.** The Respondent's Proposal is materially unbalanced. A Proposal in which line item prices are structured so that it is possible that the Respondent who appears to be low will not end up having the lowest overall cost to the State due to high prices on particular line items.
- 5.13.13.** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.
- 5.13.14.** The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3

**5.14. 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, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Respondents, do not change the meaning or scope of the RFP, or 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 Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

**5.15. 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 Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal.

**5.16. Information from Other Sources**

The Agency reserves the right to obtain and consider information from other sources concerning a Respondent, such as the Respondent's capability and performance under other contracts, the qualification of any subcontractor identified in the Proposal, the Respondent's financial stability, past or pending litigation, and other publicly available information.

**5.17. Verification of Proposal Contents**

The content of a Proposal submitted by a Respondent 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.

**5.18. Proposal Clarification Process**

The Agency reserves the right to contact a Respondent 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 Respondent has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Respondent's Proposal. The Agency will not consider information received from or through Respondent if the information materially alters the content of the Proposal or the type of goods and/or services the Respondent is offering to the Agency. An individual authorized to legally bind the Respondent 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 the rejection of the Proposal.

**5.19. Disposition of Proposals**

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

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

The Agency's release of public records is governed by Iowa Code Chapter 22. Respondents 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 Respondent as non-confidential records unless the Respondent 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.**

**5.21. Copyright Permission**

By submitting a Proposal, the Respondent 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 Respondent 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.

**5.22. Release of Claims**

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency or the State based on Respondent's misunderstanding concerning the information provided in the RFP or concerning the Agency's or the State's failure, negligent or otherwise, to provide the Respondent with complete, pertinent, or accurate information in this RFP, or for any failure to provide information that any Respondent might consider relevant for purposes of making a decision to submit a Proposal or to enter into any Contract resulting from this RFP.

**5.23. Respondent Presentations**

Respondents may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Respondent to illustrate the Respondent's Proposal. The presentation shall not materially change the information contained in the Proposal.

**5.24. Evaluation of Proposals Submitted**

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 6 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State.

**5.25. Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Respondents 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 the Agency. If the successful Respondent 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 Respondent the Agency believes will provide the best value to the State.

**5.26. No Contract Rights until Execution**

No Respondent shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and the Agency.

**5.27. 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. Respondents are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

**5.28. Preference**

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.6(1)-(2), 117.13(4).

**5.29. 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. Respondents are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

**5.30. No Minimum Guaranteed**

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

**5.31. Post Solicitation Debriefing**

A debriefing is available to any Respondent who submitted a proposal in response to this RFP. Respondent shall submit a written request for a debriefing to the Issuing Officer via email or other delivery method. All Respondents will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled by the Agency as soon as practicable after the receipt of debriefing request.

**5.32. Appeals**

A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Department may appeal the decision by emailing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to the Director of the Department of Administrative Services and carbon copy to the Issuing Officer. The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The 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 Respondent.

## 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 value to the State. Agency will not necessarily award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award to the Respondent whose Responsive Proposal the Agency believes will provide the best value to the State.

### 6.2. Evaluation Committee

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

### 6.3. Technical Proposal Evaluation and Scoring

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Respondents in accordance with this Section. In addition to other RFP requirements, to be deemed a Responsive Proposal, the Technical Proposal must:

- Answer “Yes” to all parts of Section 5 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Technical Proposal. If a Technical Proposal does not meet the minimum score, it will be rejected and the Respondent’s Cost Proposal will not be evaluated.

Technical Proposals will be evaluated based on the following criteria:

ROUND 1	RFP Section	
Mandatory Specifications	Section 2	Pass/Fail
ROUND 2*	RFP Section	Possible Points
Experience	Exhibit 4	100
Project Requirements	Exhibit 6	300
Improve Overall Efficiency	Exhibit 7	100
Customer Service	Exhibit 8	100
Implementation	Exhibit 9	100
<b>Total Possible Technical Proposal Points</b>		<b>700</b>
ROUND 4	RFP Section	Possible Points
Cost Proposal	Section 6.4	300

\*A Respondent must score a minimum Technical Score of 400 points to be eligible for the next round of evaluation and consideration for award.

#### 6.4. Cost Proposal Scoring

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

The cost proposal for each respondent will be evaluated in comparison with the other cost proposals received; however, the number of points possible will be proportional to each respondent's technical evaluation score.

The technical evaluation points received (numerator) is divided by the technical evaluation points possible (denominator) and multiplied by the maximum number of points in the cost evaluation. This provides the total points possible for the respondent in the cost evaluation.

Points Possible for Respondent =

$$\frac{\text{Technical Evaluation Points Received}}{\text{Technical Evaluation Points Possible}} \times \text{Maximum Points in Cost Evaluation}$$

The lowest cost proposal (numerator) is divided by the cost proposal being evaluated (denominator) and multiplied by the points possible for the respondent. This provides the cost evaluation points awarded.

Cost Evaluation Points Awarded =

$$\frac{\text{Lowest Cost Proposal Received}}{\text{Cost Proposal Being Evaluated}} \times \text{Points Possible for Respondent}$$

For example, suppose there are 10 maximum points in the cost evaluation. A respondent that receives 100% of the points possible in the technical evaluation has the opportunity to earn 100% of the points possible in the cost evaluation (e.g., 10 points). If the cost proposal is the lowest cost, the full 10 points will be awarded.

However, a respondent that receives only 50% of the points possible in the technical evaluation has the opportunity to earn only 50% of the points possible in the cost evaluation (e.g., 5 points). If the cost proposal is the lowest cost, only 5 points are awarded, compared to the 10 points that could have been awarded if the respondent had received the highest technical evaluation score.

#### 6.5. Tied Score and Preferences

**6.5.1.** 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 Respondents 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.

**6.5.2.** Notwithstanding the foregoing, if a tied score involves an Iowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied score involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.

- 6.5.3.** In the event of a tied score between Iowa Respondents, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Respondents have complied with ESGR standards. Preference, in the case of a tied score, shall be given to Iowa Respondents complying with ESGR standards.
- 6.5.4.** Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.
- 6.5.5.** Preferences required by applicable statute or rule shall also be applied, where appropriate.

## 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 by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the Terms and Conditions, the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the RFP or the Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Respondent's objection or amendment in writing.

The Contract terms and conditions in this Section 7, the General Terms and Conditions to the extent referenced and linked to on the RFP cover page, and/or any Terms and Conditions attached to and accompanying this RFP as an attachment hereto, will be incorporated into the Contract. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Respondent.

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent 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 Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or proposed responses materially alter the RFP, or if the Respondent 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 will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the RFP or Terms and Conditions by Contractor. Once a Proposal has been identified as the one for which an Award recommendation has been made, but prior to notifying Respondents of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the RFP or Terms and Conditions identified in that Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served. As such, if any proposed modifications are not determined to be in the best interests of the State, or appear to pose a substantial impediment to reaching agreement, the Agency may, in its sole discretion:

- 7.1.1. Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal;

- 7.1.2.** Issue a Notice of Intent to Award in favor of the successful Respondent, and identify in the Notice proposed modifications to terms and conditions identified by the Respondent in its Proposal with which the agency will or will not agree or further negotiate;
- 7.1.3.** Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Respondent in its Proposal;
- 7.1.4.** Change the Agency’s recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to the Agency.

Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the State. Only those proposed modifications identified in the Notice of Intent to Award issued by the Agency as terms and conditions with which the agency will or will not agree or further negotiate shall be part of the Contract, and the State may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a final Contract between the parties. By executing and submitting its Proposal in response to this RFP, Respondent understands and agrees that the State may exercise its discretion not to consider any or all proposed modifications Respondent may request and may accept Respondent’s proposal under the terms and conditions of this RFP and the Terms and Conditions.

**7.2. Contractual Terms and Conditions - No Material Changes/Non-Negotiable**

Notwithstanding anything in this RFP to the contrary, Respondent may not take exception to or propose including language in any resulting contract that conflicts with or is otherwise inconsistent with the following:

**7.2.1. Indemnification**

Without specific authority to do so, the State, or agencies, cannot enter into agreements indemnifying Respondents, or any other entity, against third-party claims. A clause that intends to seek indemnification from the State, whether or not the clause contains the words “indemnity” or “indemnify,” are not clauses to which the State may agree. The State will not agree to clause that includes the language “to the extent permitted by law” because, as explained, the State cannot indemnify Respondents to any extent.

**7.2.2. Limitation of Liability**

Iowa Code section 8A.311(22) and 11 Iowa Admin. Code Chapter 120 establish the rules to allow for the State to agree to a contractual limitation of vendor liability clause in limited circumstances. Any request by Respondent for the State to limit damages not in accordance with Iowa law or administrative rules is a request with which the State cannot agree.

**7.2.3. Jurisdiction and Venue**

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State’s attorney for all purposes, including management of litigation and claims against the state. The

State may not preempt the Attorney General’s authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in another state, and cannot agree to participate in any form of alternative dispute resolution.

**7.2.4. Confidentiality**

All Iowa state agencies are subject to Iowa public records laws. The State cannot agree to contractual terms that attempt to prevent it from disclosing or disseminating records that constitute public records under Iowa Code chapter 22.

**7.2.5. Unliquidated Expenses (i.e. Attorney Fees, Add-ons, or Cost Increases)**

The State may not agree to clauses which may obligate it to pay for claims that might exceed its current funding appropriation. The State may only obligate those funds that have been appropriated to it by the Iowa Legislative Assembly and may only obligate those funds for the purposes for which the funds were appropriated.

**7.3. Special Terms and Conditions**

**7.3.1. Term Length**

The Contract shall have an initial term of one (1) year, beginning on the date of contract execution (the “Effective Date”). At the end of the Contract’s initial term, the State shall have the option, in its sole discretion to renew the Contract on the same terms and conditions for up to a total of five (5) additional one-year terms, for a total contract term not to exceed six (6) years. The State will give the Vendor written notice of its intent whether to exercise each option no later than ninety (90) days before the end of the Contract’s then-current term.

**7.3.2. Payment Terms**

**7.3.2.1. 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 may be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Respondents shall indicate in their Cost Proposals all of the payment methods they will accept. This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.

**7.3.2.2. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)**

The State of Iowa may make 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](https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authORIZATION_form.pdf)

**7.3.2.3. 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.

**7.3.2.4. 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 Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa's Terms of Pcard Acceptance. Respondents must provide a statement regarding their ability to meet the requirements in this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

**7.3.2.5. Terms and Conditions for State of Iowa Purchasing Cards**

The State of Iowa shall pay Contractor's invoices using its Purchasing Card Program (Pcard) whenever possible. The Pcard is a VISA credit card issued by U.S. Bank to allow authorized employees to make purchases on behalf of the State. It is a faster, more convenient alternative to traditional invoicing and remittance processing, allowing US Bank to pay the Contractor directly, generally within 48 hours of the transaction. Contractor shall comply with security measures for Pcard payments including:

- 7.3.2.5.1. Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to ensure confidential card information is not compromised;
- 7.3.2.5.2. Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- 7.3.2.5.3. Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- 7.3.2.5.4. Contractor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- 7.3.2.5.5. Contractor shall confirm that the name of purchaser matches the name on the card;
- 7.3.2.5.6. Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;
- 7.3.2.5.7. Contractor shall shred any documentation with credit card numbers.

**7.3.2.6. Payment Terms**

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

**7.3.2.7. Respondent Discounts**

Respondent shall state in their Cost Proposals whether they offer any payment discounts.

**7.3.2.8. Prompt Payment Discount**

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

**7.3.2.9. Invoices**

Any invoices submitted must comply with applicable rules concerning payment of claims, including but not limited to those set forth in Iowa Administrative Code chapter 11-41.

**7.3.3. Insurance**

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

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

Acceptance of the insurance certificates by the Department shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums,

deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

#### **7.3.4. Quarterly Report**

The Contractor shall provide an electronic detailed quarterly report on all sales made under this agreement within the State of Iowa via E-Mail to the Iowa Department of Administrative Services, Central Procurement, Attn: Katelyn Howells, Katelyn.Howells@iowa.gov. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Respondent proposals must include a sample report and a description of the reporting that will be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

#### **7.4. Order of Precedence**

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section 7 (Contract Terms and Conditions & Administration) under a subsection with a heading entitled Special Terms & Conditions; (2) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the RFP cover page the Contract; (3) if neither the General Terms and Conditions for Service Contracts or Goods Contracts are linked to on the RFP cover page, any terms and conditions attached to and accompanying this RFP as a separate attachment (Terms and Conditions); and (4) any terms and conditions specifically set forth in this Section 7 (Contract Terms and Conditions & Administration) set forth under a subsection with a title other than Special Terms & Conditions.

**Response Check List**

RFP REFERENCE SECTION	RESPONSE INCLUDED	
	Yes	No
<b>Technical Proposal</b>		
Exhibit 1 - Transmittal Letter		
Exhibit 2 - Executive Summary		
Exhibit 3 - Mandatory Technical Specifications		
Exhibit 4 - Experience		
Exhibit 5 - Personnel		
Exhibit 6 - Project Requirements Response		
Exhibit 7 - Improve Overall Efficiencies		
Exhibit 8 - Customer Service		
Exhibit 9 - Implementation Plan		
Exhibit 10 - Performance-Based Criteria		
Exhibit 11 - Optional Services		
<b>Public Copy of Technical Proposal</b> with Confidential Information Excised (Optional)		
<b>Cost Proposal</b>		