

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

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| TITLE OF RFP: | Iowa FMNP ePayment Processing | RFP Number: | 2023-008 |
| Agency: | Iowa Department of Agriculture and Land Stewardship | | |
| Initial term of the contract: | 3 years | Number of possible annual extensions: | 3 |
| State Issuing Officer: | | | |
| Name: Jonathan Koele | | | |
| Phone e-Mail and Fax: 515-281-6877, jonathan.koele@iowaagriculture.gov | | | |
| Mailing Address: Wallace Building 502 E. 9 th Street Des Moines, IA 50319 | | | |
| PROCUREMENT TIMETABLE—Event or Action: | | | Date/Time (Central Time): |
| State Posts Notice of RFP on TSB website | | | 5/26/23 |
| State Issues RFP | | | 5/28/23 |
| Contractor’s Conference 2 nd Floor Conference Room Wallace Building 502 E 9 th St Des Moines, IA 50319 | | | 6/12/23 2:00 pm |
| RFP written questions, requests for clarification, and suggested changes from Respondents due: | | | 6/26/23 10:00 am |
| Agency’s written response to RFP questions, requests for clarifications and suggested changes due: | | | 6/27/23 5:00 pm |
| Proposals Due Date: | | | Date: 7/10/23 |
| Proposals Due Time: | | | Time: 1:00 pm |
| Relevant Websites: | Web-address: | | |
| Internet website where Addenda to this RFP will be posted: | http://bidopportunities.iowa.gov/ | | |
| Number of Copies of Proposals Required to be Submitted: | | | 1 Original, and 1 Digital Copy |
| Firm Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm: | | | 120 Days |

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| SECTION 1 INTRODUCTION |
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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 and further described in Section 5 of this RFP to the Agency identified on the RFP cover sheet.

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. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

The Agency intends to award a Contract(s) with an anticipated execution date with an initial term 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.

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 7.1.

"Contractor" means the successful Respondent to this RFP.

"Proposal" means the Respondent's proposal submitted in response to the RFP.

"Respondent" means a vendor 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 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.

1.2 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 submission of a comprehensive Proposal.

Respondent should review Attachment 3, Form 22 Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked "Confidential" or "Proprietary" on every page may be disqualified.

Respondents will be required to submit their Proposals in hardcopy and on digital media (i.e. CD, USB drive, etc.). 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 Section 6, Evaluation and Selection.

1.3 Background Information

The Iowa Department of Agriculture and Land Stewardship (Agency) will transition to an e-solution for WIC and Senior Farmers Market Nutrition Programs (FMNP) payment redemption. Through this e-solution, farmers will no longer deposit commercial checks into their account to receive payment for FMNP transactions. Rather, payment will primarily be made by a mobile app that allows farmers to scan a QR code to redeem the paper vouchers. All vouchers will have a pre-determined value. A voucher will have a unique serial number and corresponding QR code. Vouchers are distributed to WIC and Senior participants through local agencies. This e-solution must provide an online portal (e.g., website or mobile app) allowing farmers to track the status of their redeemed vouchers and payments. Likewise, an online portal must assign an administrative role to Agency staff, allowing the Agency to review statewide redemption activity as well as the status of individual vouchers and individual farmers.

The system is intended to:

1. Provide the ability to redeem vouchers via an app and QR code.
2. Issue payment to vendors for redeemed vouchers.
3. Track if a voucher has been redeemed and if so by whom.
4. Provide Agency staff administrative access via a web portal.

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| SECTION 2 ADMINISTRATIVE INFORMATION |
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2.1 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.

2.2. 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.

2.3. Downloading the RFP from the Internet

The RFP document and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/>. 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.

2.4. 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.

2.5. Questions, Requests for Clarification, and Suggested Changes

Respondents are invited to submit written questions and requests for clarifications 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 writing and received by the Issuing Officer on or 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, Respondent shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions received from Respondents 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.

2.6. Contractors' Conference

A contractors' conference will also be held on at the date and time listed on the RFP cover sheet. The purpose of the contractors' conference is to discuss with prospective contractors the work to be performed and allow prospective contractors an opportunity to ask questions regarding the RFP. Verbal discussions at the contractors' conference shall not be considered part of the RFP unless confirmed in writing by the Agency and incorporated into this RFP. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. Questions may be sent prior to the conference to provide time for a full response.

2.7. 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.

2.8. Amendment and Withdrawal of Proposal

The Respondent may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Respondent and received by the time set for the receipt of Proposals. 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 Proposals.

2.9. 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 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 mail delivery 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. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

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.

2.10. 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.

2.11. Costs of Preparing the Proposal

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

2.12. 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.

2.13. Rejection of Proposals

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

2.13.1. The Respondent fails to deliver the Cost Proposal in a separate envelope.

2.13.2. The Respondent acknowledges that a mandatory specification of the RFP cannot be met.

2.13.3. The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.

2.13.4. The Respondent's Proposal limits the rights of the Agency.

2.13.5. 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 3 of this RFP.

2.13.6. The Respondent fails to timely respond to the Agency's request for information, documents, or references.

2.13.7. The Respondent fails to include Proposal Security, if required.

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

2.13.9. 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.

2.13.10. The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.

2.13.11. The Respondent provides misleading or inaccurate responses.

2.13.12. The Respondent's Proposal is materially unbalanced.

- 2.13.13.** 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.
- 2.13.14.** The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.13.15.** The Respondent is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code section 12J.3.

2.14. 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.

2.15. 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.

2.16. 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 qualifications of any subcontractor identified in the Proposal, the Respondent’s financial stability, past or pending litigation, and other publicly available information.

2.17. 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.

2.18. 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 rejection of the Proposal.

2.19. 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 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.

2.20. 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 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.**

2.21. Form 22 - Request for Confidentiality

FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'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 BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.

2.22. 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.

2.23. Release of Claims

By submitting a Proposal, the Respondent 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 Respondent with pertinent information in this RFP.

2.24. Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed and evaluated 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.

2.25. Preference

The State will make every effort to support Iowa-based businesses, Iowa products and services, American-made products, and American-based businesses when making a purchase. Tied bids will be decided in favor of the Iowa-based business or product and service, or the American-based business or product and service.

2.26. 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 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.

2.27. 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.

2.28. Choice of Law and Forum

All issues in any way related to this RFP and any resulting Contract shall be governed in all respects by, and construed in accordance with, the laws of the State of Iowa, without giving effect to the choice of law principles thereof. Any and all litigation or actions commenced in connection with this RFP or any resulting Contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. By submitting its Proposal, Respondent irrevocably: (1) consents and agrees that any legal or equitable action or proceeding arising under, in connection with or arising out of this RFP or any resulting Contract shall be brought and maintained exclusively in the aforesaid courts; (2) submits to and accepts, with respect to any such action or proceeding, for it and in respect of its properties and assets regardless of the physical or legal situs thereof, generally and unconditionally, the jurisdiction of the aforesaid courts; and (3) waives any objection to such jurisdiction based on forum non conveniens or otherwise. This provision shall not be construed as waiving or altering any requirement that Respondent utilize or exhaust any administrative remedies or procedures as a precondition to judicial review. This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Agency or the State of Iowa, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise.

2.29. 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.

2.30. No Minimum Guaranteed (optional, delete this section if not needed)

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

2.31. Use of Subcontractors

The Agency acknowledges that the successful Respondent may contract with third parties for the performance of any of the Contractor's obligations. The Agency reserves the right to provide prior approval for any subcontractor used to perform services under any contract that may result from this RFP.

2.32. 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.

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| SECTION 3 FORM AND CONTENT OF PROPOSALS |
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3.1 Instructions

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

- 3.1.1** The Proposal shall be 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: 2023 - 008
RFP Title: Iowa FMNP ePayment Processing
Jonathan Koele
Iowa Department of Agriculture and Land Stewardship
Wallace State Office Building, Level 2
502 East 9th Street
Des Moines, IA 50319

The Agency shall not be responsible for misdirected packages or premature opening of Proposals if a Proposal is not properly labeled. The Issuing Officer shall provide confirmation of receipt of all parts of a proposal, upon request. The Agency shall not be responsible for failure to receive an email or for providing confirmation of receipt of an electronic submission if such confirmation is not requested.

- 3.1.2** 1 Original, and 1 Digital Copy 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

- 3.1.3** If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent 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".

- 3.1.4 Proposals shall not contain promotional or display materials.
- 3.1.5 Attachments shall be referenced in the Proposal.
- 3.1.6 If a Respondent proposes more than one solution to the RFP specifications, each shall be labeled and submitted in a separate Proposal and each will be evaluated separately.

3.2 Technical Proposal

The following documents and responses shall be included in the Technical Proposal in the order given below. Items listed in Section 3.2 will be considered in the evaluation and scoring of the Technical Proposals:

3.2.1 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.

3.2.2 Title Page

Include company name, address, phone number, email address, and authorized representative along with the Proposal Number.

3.2.3 Mandatory Specifications and Scored Technical Specifications

The Respondent shall answer whether or not it will comply with each specification in Section 5 of the RFP. Where the context requires more than a yes or no answer or the specific specification so indicates, Respondent shall explain how it will comply with the specification. Merely repeating the Section 5 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.

3.2.4 Certification Letter: Attachment 1

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

3.2.5 Authorization to Release Information: Attachment 2

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

3.2.6 Form 22-Request for Confidentiality: Attachment 3

The Respondent shall complete and submit with the Proposal the document included as Attachment 3 (Form 22—Request for Confidentiality) in which the Respondent shall identify whether and to what extent it is requesting confidential treatment for aspects of

its Proposal and provide justification for any such request. **FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL REGARDLESS OF WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED.**

3.2.7 Acceptance of Terms and Conditions

By submitting a Proposal, Respondent 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 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 General Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or 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.

3.2.8 Firm Proposal Terms

The Respondent 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 for the number days indicated on the RFP cover sheet following the deadline for submitting Proposals.

3.3 Cost Proposal

The Respondent shall provide its Cost Proposal in a separately sealed envelope for the proposed goods and/or services. See Attachment #4.

3.3.1 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.**

3.3.1.1 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 Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 7.7 of the RFP. Respondents 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).

3.3.1.2 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)

Respondents 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

3.3.1.3 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.

3.3.2 Payment Terms

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

3.3.3 Respondent Discounts

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

3.3.3.1 Prompt Payment Discount

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

3.3.3.2 Cash Discount

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 SCOPE OF WORK

Overview

The successful Respondent shall provide the services to the State in accordance with the requirements as provided in this Scope of Work.

The Contractor must:

- 4.1.** Develop and build, or provide, an app that includes:
 - 4.1.1.** Availability via the iOS App Store and Google Play Store.
 - 4.1.2.** User-friendly, easy to navigate, and intuitive content and navigation. Responsive app design.
 - 4.1.3.** User accounts for farmers.
 - 4.1.3.1.** Functional ability to enter and update farmer information such as bank account data.
 - 4.1.3.2.** Unique user account for each farmer and a method to associate each account with a list of approved vendors provided by the Agency.
 - 4.1.4.** Ability for farmers to redeem vouchers by scanning a QR code.
 - 4.1.5.** Paying farmers for redeemed vouchers on a (daily/weekly/bi-weekly) basis.
 - 4.1.5.1.** Vendor financial information must be stored using industry-standard or better encryption.
 - 4.1.5.1.1.** Vendor shall meet the requirements of the NACHA Data Security requirement <https://www.nacha.org/rules/supplementing-data-security-requirements>
 - 4.1.5.1.2.** ACH data shall be encrypted in transit and at rest.
 - 4.1.5.1.3.** Mobile app shall follow the requirements of the OWASP Mobile Application Security project <https://mas.owasp.org/>
 - 4.1.6.** System should comply with Iowa Office of the Chief Information Officer (OCIO) web application security standards.
 - 4.1.6.1.** <https://iso.iowa.gov/laws-rules-standards>
- 4.2.** Develop and build, or provide, an administrative web portal for Agency staff that includes:
 - 4.2.1.** Query by criteria.
 - 4.2.1.1.** Voucher number and range of vouchers.
 - 4.2.1.2.** Farmer identifier.
 - 4.2.1.3.** Date of redemption.
 - 4.2.1.4.** Redemption and payment status.
 - 4.2.1.5.** Potential for exporting query results into a CSV or similar format.
 - 4.2.2.** Query results to indicate:
 - 4.2.2.1.** If voucher(s) have been redeemed.
 - 4.2.2.2.** The farmer that redeemed the specific voucher(s)
 - 4.2.2.3.** Status of payment for specific voucher(s)
 - 4.2.3.** Potential for capturing voucher images.
 - 4.2.3.1.** Potential for detecting participant signatures on the face of the voucher.
 - 4.2.4.** The Agency will provide a list of approved farmers at the beginning of the season. This list must be referenced when reviewing vouchers for redemption and payment. The Agency must have the ability to periodically update this list.

- 4.2.5. The payment system must have the ability to incorporate criteria by which vouchers are either paid, not paid, or sent to the Agency for a review decision. For example, do not automatically issue payments to farmers who are not on the list of approved farmers.
 - 4.2.5.1. When vouchers are sent to the Agency for review, we must be able to approve or deny payment.
 - 4.2.5.2. System should comply with OCIO web application security standards.
 - 4.2.5.2.1. <https://iso.iowa.gov/laws-rules-standards>
 - 4.2.5.3. Online portal website shall receive a web application scan at least annually or when significant changes are made to the site. Vulnerabilities identified by the application scan shall be remediated.
- 4.3. Develop user training and support that includes:
 - 4.3.1. Support training of farmers and the Agency staff on using the app.
 - 4.3.1.1. Annual training in February.
 - 4.3.1.1.1. Preference is for training for Agency staff, who will then train farmers.
 - 4.3.1.2. Instructional guides for using the app.
 - 4.3.2. Training for Agency staff on using the web portal.
 - 4.3.2.1. One-time training upon implementation.
 - 4.3.3. Provide dedicated customer support contact for the Agency.
 - 4.3.3.1. Potential for customer support contact for farmer.
- 4.4. Cooperate with the Agency in developing and producing vouchers to ensure that printed vouchers can be successfully redeemed on the contractor’s app.
 - 4.4.1. Potential for providing QR codes and corresponding serial numbers in an electronic format to be printed on vouchers.
 - 4.4.2. Potential to provide specifications and design input for voucher printing.
 - 4.4.3. Potential to provide full-service voucher design, printing, and shipping.
- 4.5. Potential offline voucher redemption process for farmers who do not have a smartphone. For example, farmers can mail vouchers to the contractor for redemption and payment.
- 4.6. Establish and manage separate accounts for WIC and Senior FMNP food dollars. These funds will be used to pay farmers for redeemed vouchers.
 - 4.6.1. Return unspent food dollars to the Agency at the end of the season.
 - 4.6.2. Allow the Agency to add funds to these accounts throughout the season.
 - 4.6.3. Allow the agency to view account balances at any time.
 - 4.6.4. Billing for all administrative expenses and services must be invoiced directly to the department, not withdrawn from the accounts.
- 4.7. Must issue 1099-K when required by law.
- 4.8. Comply with the following timeline for development:

| Phase | Months |
|---------------------------|--------|
| App development | 1-3 |
| Online portal development | 1-3 |
| Internal testing | 4 |
| User acceptance testing | 4 |
| App store approval | 5 |
| Customer rollout | 5 |
| Ongoing technical support | 6-72 |

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| SECTION 5 SPECIFICATIONS |
|--------------------------------------|

Overview

The successful Respondent shall provide the goods and/or services to the State using the Contract in accordance with the 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.

5.1 Mandatory Specifications

All items listed in this section are Mandatory Specifications. Respondents must mark either “**yes**” or “**no**” to each specification in their Proposals. 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 the Respondent will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Respondent will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

- 5.1.1. Vendor shall deliver all items described in the scope of work
- 5.1.2. Provide end-of-season report on total voucher redemption
- 5.1.3. Ongoing technical support will be provided
- 5.1.4. Project must be launched by March 1, 2024
- 5.1.5. Must allow Agency’s program to comply with federal requirements 7 CFR 249 and 7 CFR 250.

5.2 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 6.

- 5.2.1. Describe how you will collaborate with the Agency to develop and implement the payment system’s app and web portal.
 - 5.2.1.1. Describe the current stage(s) of development of the app and web portal. In other words, are these components still in development or completed?
 - 5.2.1.2. How will you communicate updates to the Agency?
 - 5.2.1.3. How will you seek feedback and incorporate the Agency’s preferences?
 - 5.2.1.4. Describe how passwords are securely stored in the database.

- 5.2.1.5. Describe these systems' compliance with OCIO web application security standards.
- 5.2.2. Describe and demonstrate the app that will be used by farmers to redeem vouchers.
 - 5.2.2.1. Is this app available on iOS App Store and Google Play Store?
 - 5.2.2.2. Describe and demonstrate the app's content, navigation, and responsive design.
 - 5.2.2.3. Describe how a user signs up for an account and logs in.
 - 5.2.2.4. Describe how farmer information, such as bank account data, is entered and updated.
 - 5.2.2.5. Describe user management system
 - 5.2.2.5.1. How will app users be associated or validated with Agency-certified farmers?
 - 5.2.2.6. Demonstrate how a farmer redeems a voucher using the app.
 - 5.2.2.7. How will the farmer receive payment, and how often?
 - 5.2.2.8. Describe and demonstrate any additional features of the app.
- 5.2.3. Describe and demonstrate an administrative web portal for Agency staff.
 - 5.2.3.1. Describe and demonstrate the query by criteria function.
 - 5.2.3.2. Describe how query results are viewed.
 - 5.2.3.2.1. Are query results limited to a certain quantity? (E.g., only 500 records are displayed)
 - 5.2.3.2.2. Can query results be exported into a CSV or similar format?
 - 5.2.3.3. Describe what information will be captured from redeemed vouchers.
 - 5.2.3.3.1. Will voucher images be captured?
 - 5.2.3.4. When reviewing vouchers, only vouchers redeemed by Agency-approved farmers shall be paid. How will the Agency provide information on approved farmers, and how can it be periodically updated?
 - 5.2.3.5. Describe how the payment system will use criteria to determine which vouchers are paid, unpaid, or sent to Agency staff for review.
 - 5.2.3.5.1. Describe how Agency staff will review vouchers and approve or deny payment.
 - 5.2.3.6. Describe and demonstrate any additional features of the web portal.
- 5.2.4. Describe how technical support and training will be structured.
 - 5.2.4.1. How will Agency staff be trained on the web portal and the app?
 - 5.2.4.2. What role will you have in training farmers on app use?
 - 5.2.4.3. What instructional guides will be provided for Agency staff and farmers? Provide examples.
 - 5.2.4.4. What role will you have in ongoing technical support for farmers?
 - 5.2.4.4.1. Clearly specify any responsibilities of Agency staff in providing technical support to farmers.
 - 5.2.4.5. How will ongoing technical support be provided for Agency staff and farmers?
 - 5.2.4.6. Do you have a procedure for addressing redemption or payment disputes farmers may have?
 - 5.2.4.7. What will be included in a retainer fee/service agreement? Include only services provided. Do not include any costs.
- 5.2.5. Describe how you will work with the Agency to ensure that printed vouchers can be successfully redeemed on the contractor's app.
 - 5.2.5.1. Will you provide QR codes and corresponding serial numbers in an electronic format to be printed on vouchers?
 - 5.2.5.2. Describe your role in designing (and potentially printing) vouchers.

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| SECTION 6 EVALUATION AND SELECTION |
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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 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 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 Technical 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.

6.3 Technical Proposal Evaluation and Scoring

All Technical Proposals will first be reviewed to determine if they comply with the Mandatory Specifications. The Technical Proposals will then be evaluated and scored on the Scored Technical Specifications described in Section 5.1 and 5.2. To be deemed a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of Section 5.1 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and

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

6.4 Cost Proposal Scoring

The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any demonstrations. Only prospective Respondents who obtain the minimum score for their Technical Proposal will be considered during the cost evaluation phase of the review process. When a Technical Proposal does not meet the minimum score, the associated Cost Proposal will remain unopened and will be returned to the Respondent upon request after the Lead State issues a Notice of Intent to Award the Contract. 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 technical evaluation points received is divided by total possible technical evaluation points. This number is then multiplied by the maximum number of points in the cost evaluation which provides the maximum points possible for that vendor in the cost evaluation.

Vendor A: $400/500 = 80\%$ of criteria evaluation points

Vendor B: $430/500 = 86\%$ of criteria evaluation points

Vendor C: $480/500 = 96\%$ of criteria evaluation points

Then, the lowest cost proposal is divided by the cost proposal being evaluated and multiplied by the points possible for the vendor. This provides the cost evaluation points awarded.

Continuing the example:

Vendor A received 80% of criteria evaluation points so Vendor A can only earn 240

{80% of the 300 possible points) for cost. Since Vendor A is also the lowest cost vendor, they are awarded all 240 cost criteria points for a total score of $[100\%(240)] + 400 = 640$.

Vendor B received 86% of criteria evaluation points so Vendor B can only earn 258 of the possible points for cost. Since Vendor B can only receive 78% of their possible total points, their points are calculated as $[78\%(258)] + 430 = 631$.

Vendor C received 96% of criteria evaluation points so Vendor C can earn a maximum of 288 cost evaluation points. Since Vendor C can only receive 64% of their possible total points, their points are calculated as $[64\%(288)] + 480 = 663$.

6.5 Total Score

The compliant Respondent's Technical Proposal points will be added to its Cost Proposal points to obtain the total points awarded for the Proposal.

6.6 Tied Score and Preferences

6.6.1 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.

6.6.2 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.

6.6.3 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.

6.6.4 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.

6.6.5 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 General 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 General 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 and the General Terms and Conditions will be incorporated into the Contract. The General 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 these specifications 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 General 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 General 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 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.

7.2 Time is of the Essence.

Time is of the essence with respect to Contractor's performance of its obligations under this an agreement. Contractor shall ensure that all Contractor's personnel providing services and deliverables hereunder are responsive to the Agency's requirements and requests in all respects, including in accordance with any specific timelines identified in a duly executed agreement.

7.3 Contract Length

The term of the Contract is anticipated to 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.

7.4 Performance Security

Agency shall retain fifteen percent (15%) of each payment due under the Contract. Agency shall pay the retained amount only after all Deliverables have been completed by Contractor and accepted by the Agency.

7.5 Satisfactory Performance

Contractor is not entitled to payment for any services or deliverable, in whole or in part, provided under any agreement if the Agency reasonably determines that such services or deliverable(s) have not been satisfactorily or completely delivered or performed, or that such services or deliverable(s) fails to meet or conform to any Agency specifications or that there is a material deficiency or error with respect to such deliverable(s) or services.

7.6 Payment does not Imply Acceptance

Payment, including final payment, shall not be construed as acceptance of any services or deliverables with deficiencies, errors, or incomplete work, and Contractor shall remain responsible for full performance in strict compliance with the terms and conditions of the agreement. Contractor's acceptance of the last payment from the Agency shall operate as a release of any and all claims related to this Agreement that Vendor may have or be capable of asserting against the Agency.

Attachment # 1
Certification Letter

Alterations to this document are prohibited, see section 2.13.14.

[Date]

Jonathan Koele, Issuing Officer
Iowa Department of Agriculture and Land Stewardship
Wallace Building, 2nd Floor
502 E. 9th Street
Des Moines, Iowa 50319

Re: 2023 - 008 - PROPOSAL CERTIFICATIONS

Dear Jonathan:

I certify that the contents of the Proposal submitted on behalf of **[Name of Respondent]** (Respondent) in response to Iowa Department of Agriculture and Land Stewardship for RFP 2023-008 are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of Respondent expressly authorized to make the following certifications in behalf of Respondent. By submitting a Proposal in response to the RFP, I certify in behalf of the Respondent 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 Respondent 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 Respondent to induce any other Respondent 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 Respondent 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 Respondent nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d)

have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Respondent 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 Respondents 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 Respondent certifies the following: (check the applicable box)

- Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 423*; or
- Respondent 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)*.

Respondent also acknowledges that the Agency may declare the Respondent’s Proposal or resulting contract void if the above certification is false. The Respondent also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition 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 2.13.14.

[Date]

Jonathan Koele, Issuing Officer
Iowa Department of Agriculture and Land Stewardship
Wallace Building, 2nd Floor
502 E. 9th Street
Des Moines, Iowa 50319

Re: 2023 - 008 – AUTHORIZATION TO RELEASE INFORMATION

Dear Jonathan:

[Name of Respondent]_____ **(Respondent)** hereby authorizes the Iowa Department of Agriculture and Land Stewardship ("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 Respondent in response to **RFP 2023-008**.

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

The Respondent 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 Respondent in response to the RFP.

The Respondent 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 Respondent's Proposal submitted in response to RFP.

The Respondent 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 Respondent's Proposal. The Respondent 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 Respondent 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 Respondent 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.

2. 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 <i>Iowa Code Chapter 22</i> 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. |
|--------------|---|---|--|---|
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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

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

Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). 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.

| Deliverable Item | Firm US Dollars |
|-------------------------------|------------------------|
| Development Cost | \$ |
| Administrative Costs | \$ |
| Total Development Cost | \$ |
| Annual Costs | \$X/year |
| Technical Support | \$X/year |
| Total Annual Cost | \$ |
| Total Cost for 3 Years | \$ |