

**Insurance License Testing Services and Continuing Education Program  
Administration RFP 216-RFP-0418-2023 Questions & Answers**

1. Regarding the upcoming agency name change on July 1, would the Agency please confirm whether the RFP will be updated to indicate the agency's new name: Department of Insurance and Financial Services?

Yes, the Iowa Insurance Division is transitioning to become a division/agency within the future Department of Insurance and Financial Services. That being said, the Division will continue to exist and have full power to execute agreements with third party vendors. Therefore, there is no need to adjust the naming convention.

2. Regarding the Pre-Proposal Conference, item 2.3.2 on RFP page 11 states the conference will be held at the date, time, and location listed on the RFP cover sheet. However, the RFP cover only provides the date of the conference. Please provide additional details for the conference to include time, location, and teleconference connection information.

The vendor conference is optional and is offered upon request. All information discussed in any conference is made available to all other bidders.

3. There are two separate instances included in the RFP of requirement number 4.2.3.2. The first instance is located on RFP page 35: *4.2.3.2 Agreement to Online Proctored Testing Rules*. And, the second instance is located on RFP page 37, *4.2.3.2 FEES*. Please clarify whether the RFP requirements will be renumbered to resolve the duplication.

Yes, the RFP requirements will be renumbered.

4. There are two separate instances included in the RFP of requirement number 4.2.3.3. The first instance is located on page 35: *4.2.3.3 Customer Service Issues*. The second instance is located on page 37: *4.2.3.3 Accommodation Compliance*. Please clarify whether the RFP requirements will be renumbered to resolve the duplication.

Yes, the RFP requirements will be renumbered.

5. Requirement 2.2.5.1 on RFP page 9 states the proposal must be submitted in the State's IMPACS Electronic Procurement System. However, requirement 3.2.1.4 on RFP page 20 states, *[t]he Respondent shall provide to the Agency by the Proposal submission deadline one original version of its Proposal and three copies*. Presumably the reference to paper submission is outdated. Please confirm the proposal submission process will use the IMPACS system.

If a vendor is using the online portal, then only an electronic copy of the bid, uploaded to the bidding website, is required.

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6. Regarding the candidate handbook (4.2.2.1 Candidate Handbook): considering that print copies are rarely requested in a post-COVID environment, is the Agency amenable to an online-only candidate handbook that would be accessible on-demand via the selected vendor's website, in lieu of the selected vendor printing, storing, and distributing hard copies? Doing so would serve to support sustainability initiatives.

Vendors are welcome to identify that they are choosing to develop an online-only candidate version. The deadlines for reviewing the materials within the handbook shall remain the same.

7. Would the Agency please provide the evaluation criteria and maximum point allocation/percentage weighting of each criterion? Further, would the Agency explain the special weight to be assigned to Security indicated in requirement 4.2.2.9 on RFP pages 33-34: "The written description of the system for security of records will be a special rating factor in evaluating any proposal submitted"?

Each response will be evaluated the same, except 4.2.2.9. An IT specialist will review the responses to 4.2.2.9 of all vendors. Should the proposed system not meet standard and customary requirements, then the bid is at risk of rejection. Item 4.2.2.9 will not have greater value, but rather receive greater scrutiny.

8. Related to the prior question regarding evaluation criteria, the RFP appears to have conflicting language; 4.1.1 on page 26 states *costs to the end users will be the primary metric for choosing a proposal*, whereas 2.3.7 Evaluation of Proposals on page 14 states the Agency will not necessarily award to the lowest bidder; rather, *the Agency will award the Contract to Respondents whose Proposal ... will provide the best value to the Agency and the State*. Is it correct to assume that best value will prevail?

In this instance, the State will not be paying the selected vendor. Rather, the end user will be the payor. Costs to the end user will be the primary metric for evaluating a bid. The Agency believes that the cost to the end user is an important factor that is inextricably tied to the best value to the State. Value to the state will also be measured using the remaining criteria, such as ease of verifying end user identification by the State during audits. Therefore, best value to the Agency and State will be evaluated holistically, with an emphasis on the cost to the end user.

9. Would the Agency please provide copies of Attachments 1 (Certification of Accuracy and Authority), 2 (Authorization to Release Information), 3 (Certification of Independence and No Conflicts of Interest), and 4 (Statement of Compliance of PII) listed on RFP pages 24 -25?

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The Attachments/amendments are located at:

<https://bidopportunities.iowa.gov/Home/BidInfo?bidId=b517f6c2-16d1-477d-8b52-d819c1e4002c>

To access them, please follow the link above. Vendors are welcome to reach out to the Agency directly if they experience any difficulties. The State has changed its procurement platforms and there are still improvements to be made for ease of use.

10. Would the Agency please provide a copy of the sample contract referenced in RFP section 6.1 on page 51? The RFP states: “The contract terms and conditions contained in the sample contract will be incorporated into the contracts.”

The sample contract is posted to the solicitation website, located here:

<https://bidopportunities.iowa.gov/Home/BidInfo?bidId=b517f6c2-16d1-477d-8b52-d819c1e4002c>

11. Within the IMPACS system, the Questions tab states *if a ‘no’ response is indicated, an exception must be noted on the Exceptions Form*. However, answering no to 1.1 about confidential treatment does not indicate an exception to the RFP. Rather, a ‘no’ response for 1.1 means the vendor does not have to submit material for confidential treatment; this does not constitute an exception to the terms and conditions. Ergo, we do not intend to include this as an exception. Please confirm this is a correct action.

That is correct—there is no need to state an exception for question 1.1. Please notify the Agency if you experience any ongoing issues as the solicitation platform being used is still being built out.

12. Regarding the Exceptions Form, the form states “Upload the Exceptions Form to the Vendor Attachments Section and submit each exception as a question in the Question and Answer Section.” The first part of this instruction is clear; vendors should list any exceptions to terms and conditions on the Exceptions Form, and the form should be uploaded as a vendor attachment in the IMPACS system. However, we presume the Agency *does not* further require exceptions to be submitted as questions during the Q&A period; is that correct?

If a vendor uploads the Exceptions Form to the Vendor Attachment Section, that will be sufficient notice to the Agency. The Agency may ask questions about any exceptions stated as part of the due diligence process.

13. Regarding requirement 4.2.2.6 RFP page 33 and 4.2.3.1.4 RFP page 35, which state in part, *The Contractor will document and preserve the type and form of identification provided as an image or similar format for review and identification*

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*audits by the Agency.* Considering the legal risk and liability inherent in the process of photocopying certain forms of identification, would the Agency please confirm whether it is the Agency's intention to require photocopy of all forms of identification?

The term photocopy was used as a generic term for a scanned image or record. There is currently no way for the Agency to independently verify the identity of test takers. An image and record of the identification presented, is one solution to this problem. The Bidder is welcome to propose other methods of allowing for Agency audits of test taker identity. In the past, when we have identified potential test taker fraud, there is no record of the PII verification materials presented at the testing center. Therefore, we have only been able to take action in a handful of instances. Based on producer feedback, the issue could be more prevalent. But, without a means of investigation, there is no way to enforce the law.

14. Regarding requirement 4.3.6 on RFP page 38, *Contractor shall design and conduct a renewal process for CE providers and courses on a biennial basis*, in support of sustainability initiatives, rather than sending approximately 300 paper letters per month, would the Agency allow a monthly email notification to the providers with instructions on the renewal process?

Yes. The email address used must match with the most updated contact information provided by the end user. *The Bidder should also state that they will provide a list of any email delivery failures in order to update our records.*

15. Regarding requirement 4.3.10 on RFP page 39, *Contractor shall preserve and store the original audio and visual presentation of any CE for a two-year duration to assist the Agency in the grievance resolution process.* This appears to be the responsibility of the CE provider as we don't understand how the selected vendor would have access to this information. Can you please clarify the purpose of this request?

Currently, there is no method for the agency to review continuing education classes post-presentation. Vendors are invited to propose a method that creatively solves the issue of post-presentation quality review. Perhaps, as part of the process the vendor undertakes to approve CE providers, they may require the CE provider to record the presentation and to require them to keep a digital copy for two years. If that is more advantageous and cost-effective for the vendor, please note that in the bid and cite to this response as part of the basis of your decision.

16. Regarding requirement 4.3.14 on RFP page 40, *Contractor shall review and approve, disapprove or withdraw approval of applications of CE Providers and*

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*course instructors in a manner prescribed by 191 Iowa Administrative Code Chapter 11. As the incumbent vendor, our scope of work does include review of CE providers, but we do not review individual instructors. Please confirm this requirement relates solely to CE providers.*

The vendor needs only to review the CE provider and NOT the instructor.

17. Regarding requirement 4.2.3.3 page 37, *Accommodations Compliance, the requirement states: The State agrees to notify Contractor electronically or in writing of a Candidate's request for an accommodation in a timely manner. The State shall consult with Contractor prior to approving any such accommodation request. Contractor will provide the State with the feasibility, timeline and costs for such accommodations. The State shall work in good faith with Contractor using reasonable efforts in determining an acceptable accommodation solution.*” However, Pearson VUE has historically been fully responsible for review and approval of accommodations; please confirm that the Agency expects the contractor to continue to review and approve accommodations in alignment with the current process. Please also note that there are no additional fees related to accommodations, as this is a no-cost contract to the State.

In light of heightened scrutiny of accommodations provided by state contractors, the Agency feels this may be the best method moving forward. Please make sure to indicate that should a request for accommodation occur *sua sponte* and on site, the vendor will meet all statutory requirements for providing accommodations. It is reasonable for the bidder not to contact the State if a candidate did not indicate their need for accommodation prior to the exam. The vendor must still make every reasonable effort to meet the requirements of applicable statutes and regulations.

18. Contractor presumes the intellectual property specified to be owned by the state in clause 1.12 of the Terms and Conditions (titled Intellectual Property) of the RFP does not include Contractor's underlying scoring and reporting systems and software, or modifications to those systems and software. Is this correct?

That is correct.

19. With respect to ownership of intellectual property, does the State acknowledge that rights in any materials and proprietary computer programs previously developed by the contractor, as well as rights to any derivative works, shall belong to the contractor?

The State does not seek to retain intellectual property rights to software or related IT resources that are purely proprietary in nature. The State does reserve the right to retain any intellectual property rights related to anything considered a work product, that but for

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this contract, would not likely exist. The State does reserve the right to ownership of all formats of the student handbook. Understand that a reservation of rights indicates an issue that will likely be ironed out in the contract negotiation process.

20. Does the State agree that Contractor will be the exclusive owner of existing test items provided or derived from its general or state item banks (“Root Items”), if State specific items are developed specifically for State, those items shall become the property of {State}, unless those items were created or derived from Root Items or jointly developed under the Agreement? Assuming that for any items created or derived from Root Items or jointly developed under the Agreement, State shall have a non-exclusive and royalty-free license to use these items only in connection with the State’s testing program during the term of this Contract. In the event of any dispute regarding ownership of any item, the State, at a minimum, shall grant Contractor a nonexclusive, perpetual, and royalty free license to use and sublicense any test item resulting from Agreement.

The State will require more information, i.e. definitions and greater context to respond to this specific question. In response, we will restate our previous answer:

The State does not seek to retain intellectual property rights to software or related IT resources that are purely proprietary in nature. The State does reserve the right to retain any intellectual property rights related to anything considered a work product, that but for this contract, would not likely exist. The State does reserve the right to ownership of all formats of the student handbook. Understand that a reservation of rights indicates an issue that will likely be ironed out in the contract negotiation process.