



REQUEST FOR PROPOSAL (RFP) COVER SHEET

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Title Of the RFP:	Digital Skills Program		
RFP Number:	RFP-185-1613-2025		
Agency:	Iowa Department of Management		
State seeks to purchase:	A digital skills curriculum cloud-based software to host a series of digital skills modules to train Iowans on a variety of digital skills.		
Potential number of years of the initial term of the Contract:	Four (4) years	Potential number of annual extensions:	No
Anticipated start date:	08/01/2025	Anticipated end date:	07/31/2029
Issuing Officer:			
Name: Sherry Van Vugt			
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Phone: 515-805-7778			
Mailing Address: Department of Management Division of Information Technology Attn: Sherry Van Vugt 200 E. Grand Ave. Des Moines, Iowa 50309			
PROCUREMENT TIMETABLE —There are no exceptions to any deadlines for Respondents; however, the Agency reserves the right to change the dates/times at its sole discretion.			
Event or Action:		Date/Time (Central Time):	
State posts notice of solicitation on the TSB website:		04/03/2025	
State issues solicitation and posts to IMPACS – Iowa Management of Procurement and Contracts System:		04/07/2025 at 2:00pm	

Respondent’s written questions, requests for clarification, and suggested changes are due:	04/21/2025 at 2:00pm
The agency’s written response to questions, requests for clarifications, and suggested changes are due:	04/28/2025 at 4:00pm
Proposals Due:	05/20/2025 at 2:00pm
Anticipated Date to issue Notice of Intent to Award:	06/24/2025
Anticipated Date to Execute Contract:	08/01/2025
Important Websites:	https://dom.iowa.gov/broadband/bead-program/digital-equity
IMPACS Website where any Amendments/Addenda to this solicitation will be posted:	https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=DASIowa
Contract terms and conditions may be found:	Attachment #5 - Sample Contract
Firm Proposal Terms. Minimum number of days post-submission deadline that the Respondent guarantees all proposal terms, including price, will remain firm is:	180 days

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1. Introduction

1.1. Purpose

The Agency seeks proposals from Respondents to provide the goods and/or services identified on the solicitation cover sheet and as further described below. This solicitation is designed to provide Respondents with the information necessary for the preparation of competitive proposals. The solicitation 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 the submission of a comprehensive proposal.

The solicitation is posted in the Iowa Management of Procurement and Contracts System (IMPACS): <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=DASIowa>. Respondents must create an account within IMPACS in order to engage in the solicitation process. Instructions are provided at the top of the webpage above.

Iowa Department of Management (DOM) seeks to provide Iowans access to an established digital skills training platform to address a series of digital skills. This RFP seeks a digital skills curriculum cloud-based software to host and work with the Agency to provide access to existing digital skills modules and learning pathways, host the digital skills modules, track individual progress and completion of modules and learning pathways for reporting. In addition, DOM will potentially support the development of new modules and learning pathways if the successful Respondent currently lacks a portion of digital skills modules and learning pathways in their current portfolio. The initiative will also fund activities to establish eligibility requirements, determine the training needs of individuals, and promote the availability of the tools. This work will potentially include collaboration with the State's community colleges and libraries.

The successful Respondent will ultimately be responsible for all aspects of hosting digital skills modules and learning pathways, developing new modules and learning pathways to fill existing gaps in their curriculum portfolio (if necessary), and tracking appropriate data for reporting. The successful Respondent will also coordinate with the Agency during the contract period to determine eligibility requirements, establish the needs of the individual, and create a login and individual training progress tracking mechanism for the user.

1.2. Background

As technology advances and the demands of society require online activities, Iowans will need digital skills to fully participate in society. For some Iowans, the need for digital skills learning starts at the introductory level to navigate the basics of online activities. For others, developing more advanced skills are needed to, for example, be more productive at work, start their own business, or create digital content. The results of the statewide survey, facilitated sessions, and public meetings show the need for Iowans to gain additional training opportunities to improve digital skills to achieve full participation in society. By providing and promoting digital skills modules and learning pathways, Iowans can gain the necessary skills needed to participate in telehealth, advance their careers, and further creative interests. [The State of Iowa Digital Equity Plan](#) contains additional background discussion of the Statewide Survey (starting on p. 7) with detailed discussion of Digital Skills (Section 2.1.5 starting p. 30). Goals for Digital Skills are described in the Digital Equity Plan starting on page 96.

1.3. Definitions

In addition to any terms specifically defined elsewhere herein, for the purposes of this RFP and any resulting Contract, the following terms will mean:

“**Agency**” means the agency identified on the RFP cover sheet that is issuing the RFP and, as used and to the extent used in the Contract, any other agency(ies) or governmental entity(ies) of the State that purchases from the Contract once executed.

“**Contract**” means the contract(s) entered into with the successful Respondent(s) as identified on the RFP Cover Sheet and more fully described in Section 7 (Contract Terms and Conditions Summary).

“**Contractor**” or “**Vendor**” means the successful Respondent to this RFP that ultimately enters into a Contract as a result of this RFP.

“**Deliverables**” means all of the services, goods, products, software, data (including data collected on behalf of the Agency), work, work product, items, materials, and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or otherwise made available through the Contractor, directly or indirectly, in connection with any contract resulting from this solicitation.

“**IMPACS**” means the Iowa Management of Procurement and Contracts System - an eProcurement software program. Website: <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=DASIowa>

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

“**Respondent**” means a potential Vendor submitting a Proposal in response to this RFP.

“**RFP**” means this Request for Proposal as amended, as well as any attachments, exhibits, schedules, or addenda hereto.

“**State**” means the State of Iowa, including the Agency identified on the Solicitation Cover Sheet and/or 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 solicitation.

2. Scope of Work

This Section lists the scope related to this solicitation. By submitting a proposal, the Respondent agrees to meet all stated scope in this section and any other terms and conditions stated in this solicitation. Items in this section will be considered in the evaluation and scoring of the Respondent's technical proposal.

2.1. Overview

Iowa Department of Management seeks to provide a digital skills curriculum to help Iowans improve digital skills in a variety of areas. The Respondent's proposed solution will be cloud based, vendor hosted and not on state premises. It is preferred that the proposed solution be commercial off the shelf (COTS) with minor configuration.

The Department of Management expects an individual to set up a user account profile, take a needs assessment to establish a potential course of study, and have access to a library of digital skills modules and learning pathways to facilitate digital skills improvement. Further, the Department of Management expects the successful Respondent to host the digital skills program on a proven platform. Finally, the Department of Management expects the successful Respondent to track and report progress and completion of modules and learning pathways including demographic information that can be used to determine if an individual identifies in a Covered Population.

The funding source for this contract will be from the Digital Equity Act Capacity Grant funding. The successful Respondent will be responsible for fulfilling obligations outlined in the Capacity Grant Notice of Funding Opportunity for contractors. The NOFO can be found at the following: [ntia_fy24_sdecgp_nofu_final.pdf](#)

2.2. Definitions

“**CFR 200**” means 2 CFR Part 200, also known as the Uniform Guidance, is a Code of Federal Regulations (CFR) document that establishes requirements for federal financial assistance: administrative requirements, cost principles, and audit requirements.

“**NOFO**” means Notice of Funding Opportunity.

“**NTIA**” means National Telecommunications and Information Administration – Administrating entity of the Digital Equity Act Capacity Grant, the source of funding for this opportunity.

“**NIST**” means National Institute for Science and Technology – a Federal entity assigned to budget and auditing for this grant.

“**Covered Population**” – means one or more of the following 1) Individuals who live in “covered households” 2) Aging individuals 3) Incarcerated individuals other than individuals who are incarcerated in a federal correctional facility 4) Veterans 5) Individuals with disabilities 6) Individuals with a language barrier, including individuals who i) are English learners and ii) have low levels of literacy 7) Individuals who are members of a racial or ethnic minority group 8) Individuals who primarily reside in a rural area.

“**Gamification**” – means the application of typical elements of game playing such as scoring points and leaderboard competition with other users to other areas of activity to encourage engagement with a product or service.

“**Badging**” - refers to the practice in gamification of awarding visual representations, or badges, as rewards for achieving specific in-game accomplishments or milestones to serve as a form of

recognition and motivation.

2.3. Detailed Scope of Work

2.3.1. Platform

A digital skills platform serves as an interface between the user and the system. A digital skills platform will be ADA compliant to ensure broad usability for Iowans. Describe the platform that could be used to deliver the digital skills program including but not limited to ADA compliance, notable functionality, and ease of use considerations. Provide any recent assessments or compliance reports documenting ADA compliance.

2.3.2. User Account and Profile

A user account and profile will allow an individual to save and track completion progress of digital skills modules, allow for and progress related badges or certificates to be applied to the profile, and provide a customized experience. The profile will utilize a series of demographic questions to allow for identification of users into Covered Populations for reporting. Describe any current user profile system currently employed and further detail how a user profile would be employed for this project.

2.3.3. Needs Assessment

A needs assessment evaluates the user to determine current digital skill level, what that individual would like to achieve through digital skills training and suggests a tailored course load for the individual to start their digital skills training. Describe previous successful needs assessment products and how a needs assessment would be developed for this program including example questions and how the answers would help determine skill level and/or suggestions for modules / learning pathways.

2.3.4. Modules

Digital skills modules serve as the building blocks for learning pathways. These modules will teach the user to improve digital skills through various educational techniques for the user to better understand how to navigate and operate in the digital world. Describe what types of learning methods could be used in the solution contemplated by this solicitation and how they are used to impart knowledge and abilities on the user. Further, provide examples of modules (name, short description, identification of digital skill(s) taught) that could be made immediately available to users under the program and list any development of future modules needed to meet the needs contemplated by this solicitation. Describe the process of developing new modules including the time needed for creation before deployment.

2.3.5. Learning Pathways

A learning pathway is a topic category that includes a series of modules or classes to reach end goals that will build digital skills that may use multiple digital skills. This could include, for example, “Applying for a Job,” which may use multiple digital skills such as filling out online forms, creating a password, sharing files, looking for information online using a search engine, etc. Describe all learning pathways and associated modules that may be available immediately or could be developed for the program. If development of learning pathways is required, include the time needed for creation before deployment and the modules that would be included in each pathway.

2.3.6. Gamification / Badging

Using gamification and badging in online platforms can encourage further participation from users. The techniques employed in an educational context can range from badging and certificates for completion, push notifications to continue lessons, and leaderboard for friendly competition. Describe your approach for using the techniques of gamification and/or badging principles in the program including any examples of successful past applications.

2.4. Applicable Laws, Rules, and Directives

The Digital Equity State Grant Agreement entered into by the State of Iowa on 1/8/2025, is available in the Buyer Attachments section of the solicitation in Iowa [IMPACS](#). The Grant Agreement is incorporated herein by reference. Respondent must comply with all requirements imposed on DOM that by law must be passed through to subrecipients of funding.

2.5. Implementation

2.5.1 User Account Profile and Needs Assessment

The Agency expects for the successful Respondent to develop a way for Iowans to create a login profile to track progress of completion of digital skills modules and learning pathways. Additionally, the Agency expects the successful Respondent to develop and implement a standardized needs assessment to better understand what skills modules and learning pathways would be useful for intended outcomes.

2.5.2 Implementation Schedule

The Agency expects the successful Respondent to follow an implementation schedule, including proposed delivery dates for key tasks/outcomes outlined in the Scope of Work. The agency expects the duration of the contract to be four (4) years. The Agency expects the successful Respondent to meet with DOM staff regularly, at least once per month as determined by DOM to provide regular updates on progress throughout the life of the contract. The Agency expects the successful Respondent to submit written quarterly reports by the 15th of the month following the end of the quarter, annual reports on the 15th of the first month following each of the first three years, and a final report during the final month of the final year of the contract. Provide a clear timeline for project phases that need to take place to set up operations (startup, development (if necessary)). Describe a proposed implementation schedule, including proposed delivery dates for key tasks/outcomes outlined in the Scope of Work

Milestones will be tracked through monthly meetings and quarterly reports. Create an implementation schedule, including proposed delivery dates for key tasks/outcomes outlined in the Scope of Work, in the following format:

(The following is for sample purposes only)

#	Milestone	Deliverable(s)	Schedule
1	Project Kick-Off Meeting	--	Effective Date + 5 days
2	Site Survey	Project Plan	Effective Date + 10 days

3	Training	Training Manual	Effective Date + 30 days
4	Acceptance Testing	--	Effective Date + 30 days
5	Project Completion		Effective Date + 45 days

2.5.3 Reporting

The agency expects the successful Respondent to produce a series of reports on at least a quarterly basis to track progress. The agency expects the reports to include but not be limited to quarterly, year-to-date, and overall totals for: number of new login profiles created, number of trainings completed by each module, development of new modules (if necessary), and a summation of questions / feedback received during the reporting period.

2.6. Risk Management

Describe your approach to risk management and any programs you have in place to avoid hazards specific to the services provided.

2.7. Performance Measures

The successful Respondent will participate with the Department of Management in the following meetings unless otherwise changed by the Department of Management:

2.7.1 Touch Base Meetings: Meet with the Department of Management virtually at least once monthly.

2.7.2 The Vendor will meet the following reporting timeframes:

2.7.2.1 Quarterly Reports: Submit by the 15th of the first month of each quarter.

2.7.2.2 Annual Reports: Submitted by the 15th of the first month of year following each of the first three years of the contract.

2.7.2.3 Final Report: Submitted during the final month of the contract as part of close out.

2.7.2.4 Ad Hoc Reports: The Vendor submits any requested ad hoc reports within fourteen (14) days of the request, or by the designated date/time requested by the Department of Management

2.7.3 Successful Respondent Plans

2.7.3.1 The agency expects the successful Respondent to submit the following plans for agency approval no later than 30 days after contract execution.

2.7.3.2 The successful Respondent will document all operational procedure changes that may affect the Agency’s contract within ten (10) business days of the change. The successful Respondent will provide the Agency with detailed documentation explaining all changes that may affect the Agency’s contract and a timeline of when the changes will occur.

3. Administrative Information

3.1. Compliance with Solicitation

It is the Respondent's responsibility to read this entire document, all attachments, and any addenda thereto and to comply with all requirements specified herein.

3.2. Respondent Business Registration

Successful Respondents must register with the Iowa Secretary of State before the Agency will enter into a contract with the successful Respondent; registration is not required before the Notice of Intent to Award ("NOIA") is issued. See the Secretary of State's [business filings page](#). Vendors are responsible for maintaining current and accurate registration information during the contract term.

3.3. Restriction on Respondent Communication

From the issue date of this solicitation until a NOIA is issued, Respondents may contact only the Issuing Officer concerning this solicitation. The Issuing Officer is the sole point of contact for the solicitation from the date of issuance until a NOIA is issued, except as otherwise directed by the Issuing Officer or as otherwise noted in the solicitation. The Issuing Officer will respond only to written questions regarding the procurement process. Oral questions related to the interpretation of this solicitation will not be accepted unless expressly noted otherwise. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the solicitation, except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses. This section will not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State.

3.4. Downloading the Solicitation from the Internet via IMPACS

The solicitation documents and any addenda to the solicitation will be posted at the IMPACS website at <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=DASIowa>. The version of the solicitation posted on IMPACS is the official version. The Agency will only be bound by the official version of the solicitation documents. The Respondent is responsible for checking IMPACS periodically for addenda to this solicitation, particularly if the Respondent downloaded the solicitation, as the Respondent may not automatically receive addenda.

3.5. Procurement Timetable

The dates provided in the procurement timetable on the solicitation cover sheet and IMPACS 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 solicitation and notify registered Respondents.

3.6. Questions, Requests for Clarification, and Suggested Changes

Respondents who indicate their intent to submit a response to the solicitation in IMPACS can submit written questions, clarifications, or proposed changes regarding the solicitation. Oral questions are not accepted. Respondents are not permitted to include assumptions in their proposals. Instead, respondents shall address any perceived ambiguity regarding this RFP through the question and answer process. Please reference the page and section numbers of the solicitation when submitting each question or comment. If the Agency will provide a written response, such response will be provided on or before the date listed on the solicitation cover sheet and IMPACS. If the Agency decides to adopt a suggestion that modifies the solicitation, the Agency will issue an addendum to the solicitation. Failure to raise a question, request for clarification, or suggestion through this process will constitute a waiver of any objection or argument as part of any subsequent vendor appeal. This waiver is intended to ensure the State is able to correct any material issues or errors in an efficient fashion and in a manner that is fair to all Respondents. Questions must be posted in IMPACS, and the Agency will post responses within IMPACS.

3.7. Submission of Proposals

The Respondent must submit the Proposal 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. Respondents submitting 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.

Respondents must furnish all information necessary to enable the Agency to evaluate the Proposal.

The Respondent is solely responsible for the proposal's preparation costs. Oral information will not be considered and is not part of any proposal.

3.8. 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 solicitation or concerning the Agency's failure, negligent or otherwise, to provide the Respondent with pertinent information in this solicitation.

3.9. Disposition of Proposals

Except as otherwise provided herein, all proposals submitted in response to this solicitation become the property of the State and will 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 subject to relevant open records laws, including but not limited to Iowa Code chapter 22. Respondents must complete Form 22 to assert confidentiality over relevant portions of submitted proposals.

3.10. Form 22 - Request for Confidentiality

The Agency's release of public records is governed by Iowa Code chapter 22 and corresponding fair

information practices rules. Respondents must complete a confidentiality form (Form 22) within IMPACS detailing all claims Respondent makes regarding confidentiality. By claiming confidentiality within a submission, Respondent is asserting that the information *does, in fact, qualify for confidential treatment under Iowa or other applicable laws.*

Failure to request confidential treatment will be treated as a waiver of such claims. Blanket requests to maintain an entire proposal as confidential will be categorically rejected. Respondents may not request confidential treatment with respect to information or sections of their proposals specifically identified by the Agency in the solicitation as being non-confidential or subject to public disclosure.

In the event the Agency receives a public request for information marked confidential, the Agency will provide written notice to the Respondent seventy-two (72) hours prior to the release of the information to allow the Respondent time to seek injunctive relief.

3.11. Copyright Permission

By submitting a proposal, the Respondent agrees that the Agency may copy the proposal to facilitate the evaluation of the proposal or to comply with open records laws to the extent required by law. By submitting a proposal, the Respondent represents and warrants that such copying will not violate any third-party intellectual property rights.

3.12. Amendment and Withdrawal of Proposal

Respondents can amend or withdraw their proposals in IMPACS at any time before the submission deadline.

3.13. Late Proposals

Late proposals, regardless of cause, will not be considered for evaluation. It is the Respondent's sole responsibility to ensure delivery prior to the deadline stated on the solicitation cover sheet and IMPACS.

3.14. Response 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 Admin. Code r. 129—10.15. However, the names of the Respondents who submitted timely proposals will be available after the proposal opening. The announcement of Respondents who submitted proposals by the deadline for submission does not mean that an individual proposal has been deemed technically compliant or accepted for evaluation.

3.15. Proposal Corrections

Respondents are expected to follow the requirements set forth in this Solicitation. However, it is not the Agency's intent to disqualify proposals that suffer from correctable flaws. At the same time, it is important to maintain fairness for all Respondents in the procurement process. Therefore, the Agency reserves the right to, in its sole discretion, permit cure of variances, waive variances, or disqualify Respondents for

reasons that impact the fairness of the competition. In the event that the Agency waives or permits cure of variances, such waiver or cure will not modify the Solicitation or excuse the Respondent from full compliance with the Solicitation and contract requirements.

3.16. Proposal Clarification

The Agency reserves the right to contact a Respondent to seek clarification of a proposal. The clarification process cannot be used as a means to substantively rewrite a proposal, but the process can be used as a way to correct misstatements in the document or clarify inconsistencies. Proposal pricing cannot be altered through the clarification process outside of a BAFO. An individual authorized to legally bind the Respondent must sign responses to any request for clarification.

3.17. Respondent Presentations

Respondents may be required to make a presentation. Determining the need for presentations and the location, order, and schedule of the presentations is at the Agency's sole discretion. The Agency may request a presentation for any proposal without the obligation to request presentations for all proposals. The presentation may include slides, graphics, and other media selected by the Respondent to illustrate the Respondent's proposal, provided that no new matter is introduced to the proposal. Proposal clarification may occur during the presentation.

3.18. Reference Checks

The Agency may contact references as part of the proposal evaluation process and take information obtained through those contacts into consideration in the proposal evaluation process as part of the proposal evaluation process and take information obtained through those contacts into consideration in the proposal evaluation process.

3.19. Criminal History and Background Investigation

The Agency reserves the right to perform a criminal history check and background investigation(s) of the Respondent, its officers, directors, shareholders, partners, and managerial and supervisory personnel who will be involved in the performance of the Contract. By submitting its proposal, Respondent hereby authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners, and managerial and supervisory personnel who will be involved in the performance of the Contract and will fully cooperate with the Agency in obtaining any required waivers or releases required to complete any such criminal history check and background investigation(s).

3.20. Ancillary Information and Evaluators

The Agency reserves the right to obtain and consider information from other sources concerning a Respondent, including but not limited to the Respondent's performance under other contracts, the qualifications of any subcontractor identified in the proposal, the Respondent's financial stability, past or pending litigation or debarments, and other publicly available information such as subject matter experts or information supplied from current contract managers or subject matter experts. Such information may be

used in evaluating Respondent's proposal, verifying the information contained in the proposal, or assessing Respondent's qualifications and the qualifications of any subcontractor identified in the proposal. The Agency may consider information elicited in or supplied in response to one section of the solicitation when evaluating the Respondent's proposals in the context of other sections of the solicitation.

Contract managers or other personnel who may have personal experience with prospective Respondents may possess extraordinarily valuable program expertise, such that they are valuable, if not indispensable, assets to an evaluation committee. Therefore, contract managers and other personnel may serve on the evaluation committee in evaluating proposals submitted in response to this solicitation. Contract managers and other personnel serving as evaluators will guard against the interjection of bias for or against other personnel who may have personal experience with prospective Respondents or any incumbent but, like all other evaluators, may consider their experiences with all Respondents and any other extrinsic evidence known to them if relevant to what is being evaluated.

3.21. Verification of Proposal Contents

The Respondent's proposal is subject to verification. If the Agency finds any misleading or inaccurate information at any point during proceedings, it may reject the proposal, withdraw the NOIA, and award the contract to another Respondent. If misleading or inaccurate content is discovered after a contract is executed, the Agency may void the proposal or contract, terminate the contract, or pursue remedies such as suspension, debarment, or damages for breach of contract.

3.22. Best and Final Offer

The Agency may request a best and final offer (BAFO) from Respondents during the evaluation process. If the Agency chooses to request a BAFO, the Issuing Officer will provide written instructions, and Respondents will have five (5) business days from the date of the Agency's request to submit their BAFOs. The BAFO must be accompanied by a transmittal letter signed by an authorized representative. Respondents will not be required to submit a BAFO if they believe the original offer is competitive; however, if a Respondent submits a BAFO, the BAFO will replace the original cost proposal in scoring.

3.23. Award Notice and Acceptance Period

A Notice of Intent to Award (NOIA) the contract(s) will be sent to all Respondents submitting a timely proposal. Negotiation and execution of the contract(s) should be completed within thirty (30) days from the date of the NOIA or as soon as reasonably possible thereafter, depending on the complexity of the negotiations. The Agency expects timely completion of this process and may, in its sole discretion, cancel the award and proceed with another Respondent if an executed contract is not delivered within a reasonable timeframe.

3.24. Exclusivity

Any contract resulting from this solicitation will not be an exclusive contract.

3.25. No Minimum Guaranteed

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

3.26. No Commitment to Contract/No Rights Until Execution

The Agency reserves the right to reject any or all proposals received in response to this solicitation at any time prior to the execution of the contract. Issuance of this solicitation in no way constitutes a commitment by the Agency to award a contract. No Respondent will 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. See Contract Terms & Conditions and Contract Administration – Section 7 for additional information on the contracting process and the terms and conditions governing any resulting contract.

3.27. Use of Subcontractors

The Agency acknowledges that the successful Respondent may contract with third parties to perform any of the successful Respondent'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 solicitation.

3.28. Restrictions on Gifts and Activities

Iowa Code chapter 68B restricts gifts that may be offered or received by a State official or employee. Violations of chapter 68B or other attempts to bribe a public official may result in civil or criminal sanctions.

3.29. Respondent Continuing Disclosure Requirement

To the extent that Respondent is required by this solicitation to report any incidents, including but not limited to contractual penalties, disbarments, or felony convictions, the disclosure obligation is continuing. Incidents occurring after the submission of a proposal and with respect to the successful respondent after the execution of a contract will be disclosed within thirty (30) days from the date of the incident, regardless of any appeal rights. Failure to disclose may result in proposal disqualification or contract termination. If an omission is brought to the attention of an Agency as part of the appeal process set forth below, and the omission is determined to be potentially material, the appropriate remedy is for the applicable tribunal to remand the matter back to the Agency for it to determine whether the omission was, in the Agency's sole discretion, material, and whether to cancel the award and award the contract to another respondent.

3.30. Appeals

3.30.1. Generally. A Respondent whose proposal has been timely filed and who is aggrieved by the Notice of Intent to Award may appeal the decision by filing a written Notice of Intent to Appeal in accordance with Iowa Administrative Code rule 129–11.3 to the Issuing Officer. The Notice of Intent to Appeal must be filed within five (5) business days of the Notice of Intent to Award date. Following the Agency's receipt of the Notice of Intent to Appeal, the Agency will transmit to the Appellant the materials required by and in accordance with Iowa Administrative Code rule 129–11.3(2). An Appellant will not be entitled to additional discovery, materials, or information in

furtherance of the Appeal unless and until the proceedings advance to a second-tier review in accordance with Iowa Administrative Code chapter 129-11.

3.30.2. Appeal Bond/Security. Pursuant to Iowa Admin. Code chapter 129, the bonds applicable to appeals from the NOIA are as follows:

- 3.30.2.1.** First-tier appeal bond: 5% of the contract value, as determined by the Agency.
- 3.30.2.2.** Second-tier appeal bond: 25% of the contract value, as determined by the Agency.
- 3.30.2.3.** Stay of proceedings bond: as required by rule.

All bonds are due on the date of the corresponding appeal or application for a stay of proceedings. The appellant forfeits an appeal bond or security if, as determined by the Agency, following resolution of the appeal, the appeal is determined to have had little or no factual or legal basis and was primarily filed to frustrate the procurement process or cause hardship for the Agency or another vendor. Failure to supply the Agency with an appeal bond or security required by this section will result in the dismissal of the appeal. An appeal bond or security may be by certified check, cashier's check, certificate of deposit, irrevocable letter of credit, bond, or other security acceptable to the Agency. These requirements will not be waived by the Agency.

3.31. Choice of Law and Forum

This solicitation will be governed by the laws of the State of Iowa without giving effect to the choice of law principles of Iowa law. Any litigation in connection with this solicitation will be brought and maintained in the state or federal courts sitting in Polk County, Iowa.

3.32. Order of Precedence

If there is a conflict between a specific provision in this solicitation or those in any resulting contract documents, the conflict will be resolved according to the following priority, ranked in descending order: (1) the contract; (2) the solicitation; (3) the proposal.

4. Form and Content of Proposals

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.

Subject	Specifications
<p>Proposal General Composition</p>	<ul style="list-style-type: none"> • The Proposal will be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal will be labeled as such as separate electronic files. The files will be labeled with the following information: <ul style="list-style-type: none"> • RFP-185-1613-2025 – Respondent Name – Technical Proposal • RFP-185-1613-2025 – Respondent Name – Cost Proposal • Proposals shall be provided in PDF format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents. • All files must be attached to the Respondent’s submission in IMPACS. • Proposals will not contain promotional or display materials. • If a Respondent proposes more than one solution to the RFP, each will be labeled and submitted as a separate Proposal and evaluated separately. • The Proposal will be submitted in digital format via IMPACS. Proposals must be formatted for printing on 8.5" x 11" paper (one side only). Complex charts, graphs, and diagrams may be formatted for printing on legal-sized or larger paper. • Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri, Arial, and Gill Sans MT. • All pages in the Respondent’s Proposal sections 1-5 are to be sequentially numbered from beginning to end (do not number these Proposal sections independently of each other). The contents in the Respondent’s Proposal section 6 may be numbered independently of other sections.
<p>Request for Confidential Treatment</p>	<ul style="list-style-type: none"> • If the Respondent designates any information in its Proposal as confidential pursuant to RFP Section 3, the Respondent must also submit a public copy of the Proposal from which confidential information has been redacted as provided in RFP Section 3. This copy must be marked “Public Copy”. <i>Respondents WILL NOT seek confidential treatment of their Cost Proposal, in whole or in part.</i> <ul style="list-style-type: none"> • RFP-185-1613-2025 – Respondent Name – Public Copy • See RFP section 3.10 Form 22 – Request for Confidentiality for additional information regarding confidential treatment.
<p>Exceptions to RFP/Contract Language</p>	<ul style="list-style-type: none"> • Exceptions to Terms and Conditions will be set forth in RFP Section 7. • If the Respondent objects to any term or condition of the RFP or attached Sample Contract, Respondent must follow instructions set forth in Iowa IMPACS solicitation questions section, Group 2: Terms and Conditions.

5. Technical and Cost Proposal Contents

This section lists the required Proposal contents related to this RFP. By submitting a Proposal, the Respondent agrees to meet all stated scope in Section 2 and any other terms and conditions stated in this solicitation. The following documents and responses will be included in the Proposal and Proposals should be organized into sections **in the same order provided below**. Proposals must use a separate page clearly labeled with the section number to separate each section of the response. If the Respondent chooses to provide attachments to respond to sections 1-6 below, please create a new clearly labeled attachment section immediately behind the applicable section.

5.1 Title Page

The Respondent will include a title page with an authorized representative along with the Proposal number.

5.2 Information to include in Section 1: Transmittal Letter

The transmittal letter serves as a cover letter for the Technical Proposal. The Respondent will prepare an executive summary and overview of the goods and/or services it is offering, including all the following information:

- 5.2.1 Statements that demonstrate that the Respondent has read, understands, and agrees with the terms and conditions of the solicitation, including all addenda and attachments hereto.
- 5.2.2 Confirmation that Respondent has read the Scope of Work and that the Respondent understands the scope and nature of the goods and/or services being solicited.
- 5.2.3 An overview of the goods and/or services Respondent is offering in response to this solicitation.
- 5.2.4 An overview of the Respondent's plans for complying with the specifications and requirements of this solicitation.
- 5.2.5 Any other summary information the Respondent deems to be pertinent.

An individual authorized to legally bind the Respondent will sign the transmittal letter and include the Respondent's mailing address, email address, and telephone number.

5.3 Information to include in Section 2: Table of Contents

Include a table of contents that includes references to all Attachments. Section numbers must be hyperlinked to the appropriate section within the Proposal.

5.4 Scored Technical Specifications

See Attachment #2 – Technical Proposal Points

Respondents are not required to address responsibilities specifically designated as Agency responsibilities. The Agency has wide latitude in scoring and is not obligated to score all aspects of Proposals submitted.

5.5 Information to include in Section 3: Scope of Work

The Respondent will address each component of the Scope of Work by first restating the component followed by details of the Respondent's planned approach immediately following the restated text.

Proposal responses should provide sufficient detail so the Agency can understand and evaluate the Respondent's approach.

The Respondent represents and warrants that the proposed solution will remain available and viable for not less than ten (10) years from the date of Proposal and that the proposed solution will not be retired or discontinued before the expiration of such two (2) year window.

5.6 Information to include in Section 4: Experience

A history of successful deployment and development of a "digital skill" training or educational platform is required to respond to this RFP. The State of Iowa seeks an established vendor to deliver digital skills learning opportunities through a web-based platform.

- 5.6.1** Number of years in business.
- 5.6.2** Number of years of experience with providing the types of goods and/or services sought by the solicitation.
- 5.6.3** Certifications for or description of technical experience in providing the types of goods and/or services sought by the solicitation.
- 5.6.4** A list of all successful operations similar to those sought by this solicitation that the Respondent has provided to other businesses or governmental entities.
- 5.6.5** List past and current clients as references including type of software modules and learning pathways.

5.7 Information to include in Section 5: Key Personnel

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

- 5.7.1** Full name.
- 5.7.2** Education.
- 5.7.3** Years of experience and employment history, particularly in relation to the solicitation's specifications.
- 5.7.4** Illustrate the lines of authority in two tables:
 - One showing overall operations
 - One showing staff who will provide services under this RFP

5.8 Information to include in Section 6: RFP Forms

The forms listed below are attachments to this RFP. Fully complete and submit these forms in Section 6 of the Respondent's proposal. See the Buyer Attachment section in Iowa IMPACS to download this attachment.

- Attachment #1: Respondent Information
- Attachment #3: Subcontractor Disclosure Form
- Attachment #4: Cost Proposal
- Attachment #5: Sample Contract

5.9 Cost Proposal

5.9.1 Payment Terms

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

5.9.1.1 The successful Respondent will be paid fixed fees for services rendered in accordance with the pricing set forth in Attachment # 4 – Cost Proposal Form.

5.9.1.2 Development: The successful Respondent will be paid a one-time fixed fee for development costs after the successful Respondent has finalized the creation of any new elements of the digital skills platform including user profile, needs assessment, digital skills modules, learning pathways, and/or gamification/badging.

5.9.1.3 The successful Respondent will be paid a quarterly fixed fee for Operations. The successful Respondent will submit all reports and supporting documentation no later than the 15th day of the month following each quarter being reported showing it has met all requirements, deliverables and performance measures. The Agency will review all submitted documentation. Determination of whether requirements, deliverables and performance measures have been met is strictly and solely at the discretion of the Agency. The Agency will notify the successful Respondent of any performance concerns in a timely manner to allow for an opportunity to correct deficiencies prior to requesting an invoice. If the Agency determines the Contractor is in compliance, the Agency will request an invoice for 100% of the fixed quarterly amount. If the Agency determines the successful Respondent is not in compliance after remediation, the Agency will request an invoice for 95% of the fixed quarterly amount, withholding 5% for non-compliance.

5.9.1.4 The Agency may withhold the last full quarterly payment due at the end of the contract until such time as the successful Respondent has completed contract close out duties and contract close out has been approved by the Agency.

5.9.2 Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of any contract.

5.9.3 Cost Proposal Contents

The Respondent's Cost Proposal will include an all-inclusive, itemized total cost in U.S. Dollars (including all expenses, etc.). All pricing will be FOB Destination, freight cost, and all expenses included and based on Net 60 Days Payment Terms. A template is provided in IMPACS. Please attach additional pages to the cost Proposal to provide additional narrative support for the cost information. **Cost Proposals cannot be marked confidential.**

5.9.4 Firm Offer

The Respondent will guarantee that 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 of days indicated on the solicitation cover sheet following the deadline for submitting Proposals.

6. Evaluation and Selection

6.1. Introduction

Proposals that are submitted in a timely manner and not rejected will be reviewed and evaluated in accordance with the Evaluation and Selection section of the solicitation to determine which proposal or proposals provide the greatest benefit to the State. The 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 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 solicitation. The Agency will use an evaluation committee to review and evaluate the technical proposals. Based on the evaluation results, the evaluation committee will recommend an award to the Agency decision-maker.

6.3. Technical Proposal Evaluation and Scoring

Proposals deemed by the Issuing Officer to be responsive to the solicitation will be evaluated by the evaluation committee. The committee will evaluate technical proposals using a consensus scoring model and the solicitation's scoring rubric. Technical Proposals will be evaluated and scored by the evaluation committee based on the evaluation categories identified in the Scored Technical Specifications Section of Section 5 (Technical and Cost Proposal Contents) and in accordance with the relative weights accorded each evaluation category as set forth in the Attachment #2.

Technical proposals must receive at least 60% of the available points in order to be eligible to be awarded the contract. Respondents who do not receive at least 60% of the points available for the technical proposal will not have their cost proposals reviewed and will not be eligible for further consideration in the solicitation.

6.4. Cost Proposal Scoring

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) are 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 =

Technical Evaluation Points Received x Maximum Points in Cost Evaluation
Technical Evaluation Points Possible

The lowest cost proposal (numerator) is divided by the cost proposal being evaluated (denominator) and

multiplied by the possible points for the respondent, which provides the cost evaluation points awarded.

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

For example, suppose the cost evaluation has a maximum of 10 points. A respondent who receives 100% of the points possible in the technical evaluation can 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 who 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.

6.4.1. Total Score

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

6.4.2. Proposal Scoring and Evaluation Criteria

The evaluation committee will use the method described in this section to assist with determining the relative merits of each technical proposal.

Scoring Guide.

Points will be assigned to each evaluation component as follows, unless otherwise designated:

Excellent	5
Very Good	4
Good	3
Fair	2
Poor	1
Completely Inadequate	0

6.4.3. Tied Score and Preferences

In the event of a tied score, the award will be determined as follows:

- (1) Whenever a tie involves an Iowa vendor and a vendor outside the state of Iowa, first preference will be given to the Iowa vendor. Ties involving Iowa-produced or Iowa-manufactured products and items produced or manufactured outside the state of Iowa will be resolved in favor of the Iowa product. Whenever a tie involves one or more Iowa vendors and one or more vendors outside the state of Iowa, the drawing process outlined in [subparagraph 10.12\(3\)\(e\)\(3\)](#) will be held among the Iowa vendors only.

- (2) If a tie does not include an Iowa vendor or Iowa-produced or Iowa-manufactured product,

preference will be given to a vendor based in the United States or products produced or manufactured in the United States over a vendor located or products produced or manufactured outside the United States.

- (3) If a tie neither includes an Iowa vendor or Iowa-produced or Iowa-manufactured product nor a United States vendor or United States-produced or United States-manufactured product, a drawing may be held in the presence of the vendors that tied or in front of at least three disinterested parties. All drawings will be documented. Iowa Admin. Code r. 129–10.13(3)(e).

6.4.4. Recommendation of the Evaluation Committee.

The evaluation committee will present a final ranking and recommendation(s) to the Award decision-maker for consideration. In making this recommendation, the committee is bound by the total scores awarded through the evaluation process. The Award decision-maker will either accept the committee's recommendation or reject the recommendation and cancel the solicitation.

7. Contract Terms & Conditions and Contract Administration

- 7.1. The resulting contract includes the RFP's specifications, requirements, and terms; any RFP amendments; the contract Terms and Conditions (Attachment #3); the offer of the successful Respondent contained in its Proposal; and any other terms deemed necessary by the Agency, including those listed in sections 7.5 and 7.6.
- 7.2. The Contract terms and conditions for the successful Respondent are included in this RFP as Attachment #3 and posted in the [IMPACS](#) solicitation.
- 7.3. If the Respondent takes exception to any Terms and Conditions, the Respondent must submit a separate electronic file consisting of a redlined Microsoft Word document of the Terms and Conditions. Any exceptions should be accompanied by an explanation for the modification. Objections raised during the solicitation process may be considered during the evaluation and contract negotiations. Objections not raised during the solicitation process are waived and will not be considered at later stages. The Agency's receipt of objections to the Terms and Conditions does not imply acceptance or agreement to any proposed objections. The Contract(s) awarded by the Agency will include the specifications, terms, and conditions outlined in the original solicitation. It may also include any written changes or clarifications made by the Agency through amendments or addenda, the successful Respondent's proposal, and any other necessary terms decided by the Agency.
- 7.4. Objections raised during the solicitation process may be considered during the evaluation and contract negotiations. A Proposal that includes substantive objections may result in the Agency rejecting the 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 an agreement, the Agency may, in its sole discretion:
 - 7.4.1. 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.
 - 7.4.2. 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.
 - 7.4.3. Enter open-ended negotiations with the successful Respondent, provided that any such negotiations will be limited to the proposed modifications to terms and conditions identified by the Respondent in its Proposal.
 - 7.4.4. 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, will 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 will 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, the Respondent understands and agrees that the State may exercise its discretion not to consider any or all proposed modifications from the Respondent and may accept the Respondent's proposal under the terms and conditions of this RFP and the Terms and Conditions.

7.5. 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:

7.5.1. 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,” is not a clause to which the State may agree. The State will not agree to the clause that includes the language “to the extent permitted by law” because, as explained, the State cannot indemnify Respondents to any extent.

7.5.2. Limitation of Liability

Iowa Code section 8A.311(22) and 11 Iowa Admin. Code chapter 120 establishes 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.

7.5.3. Attorney General Representation and Jurisdiction & 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.

7.5.4. 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.

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

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

7.6. Special Terms and Conditions

7.6.1. Term Length

If appropriate, the Contract term may be described as completion and acceptance of all requirements within the scope of work rather than a specific length of time (regardless of the existence of a project schedule).

The Contract will have an initial term of four years, beginning on the date of contract execution (the "Effective Date"). At the end of the Contract's initial term, the State will have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of four (4) years. The State will give the successful Respondent written notice of its intent on whether to exercise each option no later than sixty (60) days before the end of the Contract's then-current term.

7.6.2. Payment Terms

7.6.2.1. 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 using any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Respondents will 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 of the Technical Proposal.

7.6.2.2. 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

7.6.2.3. 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

7.6.2.4. 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 the 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 identify their transaction reporting capabilities (Level I, II, or III).

7.6.2.5. Terms and Conditions for State of Iowa Purchasing Cards

The State of Iowa will pay the successful Respondent'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 successful Respondent directly, generally within 48 hours of the transaction. The successful Respondent will comply with security measures for Pcard payments including:

- 7.6.2.5.1.** The successful Respondent will comply with [Payment Card Industry Data Security Standard \(PCI DSS\)](#) to ensure confidential card information is not compromised;
- 7.6.2.5.2.** The successful Respondent will adhere to [Fair and Accurate Credit Transactions Act](#) requirements that limit the amount of consumer and account information shared for greater security protection;
- 7.6.2.5.3.** The successful Respondent will not write down card numbers or store card information. When accepting orders by phone, the successful Respondent will process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with postage prepaid);
- 7.6.2.5.4.** The successful Respondent will 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;
- 7.6.2.5.5.** The successful Respondent will confirm that the name of the purchaser matches the name on the card;
- 7.6.2.5.6.** The successful Respondent will ensure Internet orders are processed via secure websites featuring Verisign, TRUSTe, BBBOnline, or "https" in the Web URL address;
- 7.6.2.5.7.** The successful Respondent will shred any documentation with credit card numbers.

7.6.2.6. Payment Terms

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

Contractor.

7.6.2.7. Respondent Discounts

The Respondents will state in their Cost Proposals whether they offer any payment discounts.

7.6.2.8. Prompt Payment Discount

If an incentive for earlier payment is offered, the state can agree to pay in less than sixty (60) days.

7.6.2.9. 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.

7.6.3. 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.

<u><i>Type of Insurance</i></u>	<u><i>Limit</i></u>	<u><i>Amount</i></u>
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 million
	Personal injury	\$1 million
Excess Liability, umbrella form	Each Occurrence	\$1 million
	Aggregate	\$1 million
Technology Errors and Omissions Insurance	Each Occurrence	\$5 million
	Aggregate	\$15 million
Workers Compensation and Employer Liability	As Required by Iowa law	\$2 million
Cyber Liability / Network Security	Each Occurrence	\$5 million
	Aggregate	\$5 million

Acceptance of the insurance certificates by the Agency will not act to relieve the successful Respondent of any obligation under the Contract. It will be the responsibility of the successful Respondent to keep the respective insurance policies and coverages current and in force during the life of the Contract. The

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

7.6.4. Performance Security

The Contract may require the Respondent to provide security for performance [e.g. performance bond, escrow, letter of credit, liquidated damages]. Agency will retain ten percent (10%) of each payment due under the Contract. The agency will pay the retained amount only after all Deliverables have been completed by the successful Respondent and accepted by the Agency.

7.6.5. Quarterly Report

The successful Respondent will 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 Management, <mailto:ITContracts@dom.iowa.gov>. The report file format will be compatible with Microsoft Excel. At a minimum, the report will include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit, and extended invoice prices. 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 a range of products, departments, or time frames.

Quarterly Reporting Schedule:

Quarter 1 (July 1 – Sept 30) Due Oct 31

Quarter 2 (Oct 1 – Dec 31) Due Jan 31

Quarter 3 (Jan 1 – Mar 31) Due Apr 30

Quarter 4 (Apr 1 – Jun 30) Due July 31

7.6.6. Administrative Fee

Without affecting the approved Goods or Services prices or discounts specified in the Master Agreement, the State of Iowa will receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa will be paid quarterly by the successful Respondent directly to the State, made payable to the "Iowa Department of Management."

State of Iowa – Department of Management

Attention: CFO

200 E. Grand Avenue, Suite 100

Des Moines, IA 50309

7.6.7. Order of Precedence

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such

conflict or inconsistency will be resolved according to the following priority, ranked in descending order:

- (1)** any terms in this Section 7 (Contract Terms and Conditions & Administration);
- (2)** the General Terms and Conditions to the extent referenced and linked to on the RFP cover page of the Contract;
- (3)** if the General Terms and Conditions are not linked to on the RFP cover page, any terms and conditions attached to and accompanying this RFP as Attachment 3; and
- (4)** any terms and conditions specifically set forth in this Section 7 (Contract Terms and Conditions & Administration) under a subsection with a title other than Special Terms & Conditions.

Attachment #1: Respondent Information

See the Buyer Attachment section in Iowa IMPACS to download this attachment

The space below is RESERVED.

Attachment #2: Technical Proposal Points

**There are 1100 total points available.
 The Technical Proposal has 800 possible points, Presentation/Demonstration (if applicable) has 100 points, and the Cost Proposal has 200 possible points.**

Technical Score

Scored Criteria	Section # of the RFP	Possible Points Awarded
Platform	2.3.1	150
User Account and Profile	2.3.2	75
Needs Assessment	2.3.3	75
Modules	2.3.4	150
Learning Pathways	2.3.5	75
Gamification / Badging	2.3.6	75
Implementation Schedule	2.5.2	50
Risk Management	2.6	50
Experience	5.6	100
TOTAL:		800

Oral Presentation/Demonstration Score

Overview of Respondent’s Proposal	60
Response to Agenda Questions	20
Response to Additional Questions	20
TOTAL:	100

The evaluation committee will score proposals during the evaluation meeting based on the criteria established in the solicitation. Proposals must be evaluated based on the criteria listed in the solicitation. The evaluation committee scores each proposal, criteria by criteria. To the degree necessary, each section should be discussed to include the positives, negatives, concerns, and other information regarding the section of the proposal. Once the discussion is concluded, the committee will come to a consensus on a score for those criteria. The committee will repeat until all criteria are scored. The Issuing Officer will record the final score for each scored requirement.

Attachment #3: Subcontractor Disclosure Form

See the Buyer Attachment section in Iowa IMPACS to download this attachment

The space below is RESERVED.

Attachment #4: Cost Proposal Form

See the Buyer Attachment section in Iowa IMPACS to download this attachment

The space below is RESERVED.

Attachment #5: Sample Contract

Please see the sample contract starting on the next page.

The space below is RESERVED