

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	IID Marketing, Advertising, and Event Services	RFP Number: 21216-12
Agency:	Iowa Insurance Division (Iowa Department of Commerce)	
Purpose:	The purpose of this Request for Proposal (RFP) is to solicit proposals that will enable the Iowa Insurance Division to select the most qualified respondent to provide statewide media, marketing, advertising, and event services.	
Available to Political Subdivisions?		No
Number of years of the initial term of the contract:		3
Number of possible annual extensions:		3
Initial Contract term beginning:	February/March 2022	
State Issuing Officer: Name: Tracy Swalwell Phone: (515) 654-6549 Email: tracy.swalwell@iid.iowa.gov Mailing Address: 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315		
PROCUREMENT TIMETABLE—Event or Action: (all times are central standard time)		
State Posts Notice of RFP on TSB website	October 25, 2021	
State Issues RFP	October 27, 2021	
RFP written questions, requests for clarification, and suggested changes from Respondents due:	November 15, 2021, 12:00 p.m. November 18, 2021, 4:00 p.m.	
Agency's written response to RFP questions, requests for clarifications and suggested changes due:		
Letters of Intent to Propose	November 24, 2021, 12:00 p.m.	
Proposals Due Date & Time:	December 21, 2021 12:00 p.m.	
Presentations (to be set by the Division)	Week of January 3 or 10, 2021	
Relevant Websites:		
Internet website where Links, Documents, and Addenda to this RFP will be posted: http://bidopportunities.iowa.gov/		
Internet site where Proposals will be submitted electronically: https://vss.iowa.gov/webapp/VSS_ON/AltSelfService		
Number of Copies of Proposals Required to be Submitted: 1 Digital Copy		
Firm Proposal Terms Per Section 3.2.8, the minimum Number of Days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm: 180 Days		

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SECTION 1 INTRODUCTION

1.1 Definitions

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

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

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

“Contractor” means the 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 electronically through the State of Iowa Vendor Self Service portal at https://vss.iowa.gov/webapp/VSS_ON/AltSelfService. 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 5, Evaluation and Selection.

1.3 Purpose

The Iowa Insurance Division (Division) is soliciting proposals from qualified and experienced vendors for the planning and execution of its strategic marketing and communication efforts as identified on the RFP cover sheet and further described in Section 4. The Division is seeking a vendor(s) with the following capabilities:

- Market Research and development of a targeted marketing strategy,
- Graphic Design & Collateral Creation,
- Digital Marketing,
- Social Media Content Creation,
- Media Relations,
- National, State, and Local Relations,
- Video & Audio Production, and/or
- Event Planning and Coordination.

Vendors may submit proposals for any or all of the Services described in Section 4. The Division reserves the right to award multiple contracts to various bidders as a result of this RFP. Selected vendors may be required to work together, as necessary, in concert with Division staff to better develop messaging that is consistent across audience groups and to create efficiencies.

The total amount of the contract(s) resulting from this RFP is not yet known. This figure will be determined based on the amount of funds available to promote the programs of the Division, program activity, and any need for targeted messaging. Based on previous expenditures, the Division estimates the total amount of contracts to be approximately \$10,000 to \$500,000 on an annual basis, inclusive of advertising buys, material production, event costs, and mailings.

1.4 Background Information

The Iowa Insurance Division is the state regulator which supervises all insurance business transacted in the state of Iowa. Insurance Commissioner Doug Ommen leads our team that oversees companies and individuals in the sale of insurance in Iowa and has general control over all aspects of their business. The Iowa Insurance Division also has statutory authority over many activities related to the sale of securities and other regulated products in the state.

A main focus of the Iowa Insurance Division's mission is to help protect consumers and increase the understanding of insurance and securities products. The Iowa Insurance Division's Consumer Advocacy Officer provides outreach to consumers and oversees several investor education programs. A little education can go a long way towards protecting consumers. Financial literacy and investor education are critical life skills for all Iowans. The Iowa Insurance Division strives to help Iowans by providing information to help them make prudent financial choices and to be wise and safe investors. Information provided by the Iowa Insurance Division and our partners help Iowans of all ages to understand basic financial principles, the financial products they are purchasing, and to be aware of different scams and fraudulent schemes currently being used.

Objectives:

The Division seeks services to develop, produce, coordinate, and place statewide mass media material and marketing campaigns. These services will assist the Division in providing external

messaging to various target audiences regarding its programming and provide opportunities to create positive and measurable behavior changes in Iowans related to financial literacy and financial decisions. The Division also seeks event management services to further promote the programs including the potential for the following types of events: town hall meetings, community conversations, conferences, webinars, and trainings.

In particular, the Division seeks services to coordinate messages for the Division's following investor education programs:

- Iowa Fraud Fighters – Older Iowan financial protection
- Save4Later – Retirement security
- SmarHER Money – Women's financial literacy
- Middle school financial education theatre performances
- Funding the Future - Musical performances for middle and high school
- Online high school financial literacy program

Some programs have their own marketing included but the Division is seeking coordinated messaging across programs.

More information on these programs is available on the Division's website at <https://iid.iowa.gov/investor-education-financial-literacy>.

Target Audiences. Target audiences for the Division's marketing and communication efforts vary by program and marketing campaign and include all ages of Iowans, from younger children to retirees. The Division plans to target underserved populations in upcoming marketing.

SECTION 2 ADMINISTRATIVE INFORMATION

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 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.

2.7 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.

2.8 Submission of Proposals

The Agency must receive the Proposal 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 must allow ample 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.

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.

2.9 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.

2.10 Costs of Preparing the Proposal

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

2.11 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.

2.12 Rejection of Proposals

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

2.12.1 The Respondent fails to deliver the Cost Proposal as a separate file.

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

- 2.12.3** The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- 2.12.4** The Respondent's Proposal limits the rights of the Agency.
- 2.12.5** 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 4 of this RFP.
- 2.12.6** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.8** 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.
- 2.12.9** The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.12.10** The Respondent provides misleading or inaccurate responses.
- 2.12.11** The Respondent's Proposal is materially unbalanced.
- 2.12.12** 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.
- 2.12.13** The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.12.14** The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

2.13 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.

2.14 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.

2.15 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.

2.16 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.

2.17 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.

2.18 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.

2.19 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.**

2.20 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.

2.21 Copyright Permission

By submitting a Proposal, the Respondent agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Respondent consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.22 Release of Claims

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency 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.

2.23 Respondent Presentations (mandatory)

Respondents will be required to make a presentation. The determination as to the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Respondent to illustrate the Respondent's Proposal. The presentation shall not materially change the information contained in the Proposal. Presentations are tentatively scheduled for the week of January 3 and 10.

2.24 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed and evaluated in accordance with Section 5 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the 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 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 forty-five (45) 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.

2.26 No Contract Rights until Execution

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

2.27 Choice of Law and Forum

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Respondents are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.28 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.

2.29 No Minimum Guaranteed

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

2.30 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.

2.31 Appeals

A Respondent whose Proposal has been timely filed and who is aggrieved by the Agency's Notice of Intent to Award may appeal the decision by filing a written notice of appeal (in accordance with 11—117.20, Iowa Administrative Code) to: Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the Notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Respondent.

2.32 Letters of Intent to Propose (mandatory)

A Letter of Intent to Propose must **be emailed, mailed, sent via delivery service, or hand delivered to the Issuing Officer and received by the time and date listed in the RFP cover sheet.** The Letter of Intent to Propose must identify the RFP by its name and number and include the Respondent's name, mailing address, email address, telephone number, a statement of Respondent's intent to submit a proposal in response to the RFP, and an authorized signature.

Submitting a Letter of Intent to Propose is a mandatory condition to submit a Proposal. **Failure to submit a Letter of Intent to Propose by the deadline specified will result in the rejection of the Respondent's Proposal.**

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

PLEASE READ THESE INSTRUCTIONS CAREFULLY

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 divided into two parts: **(1) the Technical Proposal and (2) the Cost Proposal**. The files should be named as follows:

RFP 21216-03 – Respondent Name – Technical Proposal

RFP 21216-03 – Respondent Name – Cost Proposal

3.1.2 **The Technical Proposal and the Cost Proposal shall be submitted as separate files.**

- **If possible, Respondent should submit the Technical Proposal as one complete document instead of multiple documents.**
- **Respondent should organize its Technical Proposal utilizing the “Exhibit” labeling, as set forth below.** For ease of review, Respondents may start each “Exhibit” on a separate page of the electronic document.
- Proposals shall not contain promotional or display materials.
- Any supplementary documents attached to the Technical Proposal shall be clearly labeled with the section number and referenced in the Proposal.

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

RFP 21216-03 – Respondent Name – Public Copy

3.1.4 **Files must be attached to Respondent’s submission in the State of Iowa – Vendor Self Service (VSS) portal.** https://vss.iowa.gov/webapp/VSS_ON/AltSelfService

(Uploading files can take a while-especially when multiple parties are uploading proposals. Do not wait until the last minute as the system will not accept responses that are not completed by the due date and time.)

3.1.5 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

All information provided in the Technical Proposal is subject to consideration, evaluation, and scoring. **The following documents and responses shall be included in the Technical Proposal in the order given below and clearly labeled.** Respondent may choose to start each section on a new page for organizational purposes.

3.2.1 Transmittal Letter (Exhibit 1)

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

3.2.2 Table of Contents (Exhibit 2)

The Respondent shall include a table of contents of its Proposal, **with page numbers**, identifying, at a minimum, each exhibit of the technical proposal.

3.2.3 Certification Letter (Exhibit 3)

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

3.2.4 Authorization to Release Information (Exhibit 4)

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

3.2.5 Request for Confidentiality (Exhibit 5)

The Respondent must sign and submit with the Proposal the document included as RFP Attachment 3 - Form 22 – Request for Confidentiality.

3.2.6 Addendums (Exhibit 6)

Provide signed copy of posted RFP addendums.

3.2.7 Acceptance of Terms and Conditions (Exhibit 7)

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the attached IID Standard 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 attached IID Standard 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 (Exhibit 8)

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.

3.2.9 Respondent Background Information (Exhibit 9)

The Respondent shall provide the following general background information:

3.2.9.1 Name, address, telephone number, and email address of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.

- 3.2.9.2** Name, address, telephone number, and email address of the Respondent's representative to contact regarding scheduling and other arrangements.
- 3.2.9.3** Does your state have a preference for instate vendors? Yes or No. (Example: Providing to an in-state vendor a % advantage/discount off their cost proposal.) If yes, please include the details of the preference.
- 3.2.9.4** Name, address, telephone number, and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- 3.2.9.5** Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company.
- 3.2.9.6** State of incorporation, state of formation, or state of organization.
- 3.2.9.7** Type of business.
- 3.2.9.8** Owners of entity.
- 3.2.9.9** The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- 3.2.9.10** Number of employees.
- 3.2.9.11** Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 3.2.9.12** Respondent's accounting firm.
- 3.2.9.13** The successful Respondent will be required to register to do business in Iowa before payments can be made.
For vendor registration documents, go to:
<https://das.iowa.gov/procurement/vendors/how-do-business>

3.2.10 Termination, Litigation, Debarment (Exhibit 10)

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

- 3.2.10.1** Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- 3.2.10.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.

- 3.2.10.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.
- 3.2.10.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
- 3.2.10.5** Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities.

Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Respondent. Respondent shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Respondent, following execution of the Contract.

3.2.11 Executive Summary (Exhibit 11)

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

- 3.2.11.1** Statements that demonstrate that the Respondent has read, understands and agrees with the terms and conditions of the RFP including the Contract provisions in Section 6.
- 3.2.11.2** An overview of the Respondent's plans for complying with the specifications of this RFP.
- 3.2.11.3** Any other summary information the Respondent deems to be pertinent.

3.2.12 Personnel (Exhibit 12)

Resumes included as part of section 4.3 do not need to be included here. The following information must be included in the resumes: full name, education, and years of experience and employment history particularly as it relates to the specifications of the RFP.

3.2.13 Mandatory Specifications (Exhibit 13) (see section 4.1)

3.2.14 Services (Exhibit 14) (see section 4.2)

3.2.15 Company Experience and Qualifications (Exhibit 15) (see section 4.3)

3.3 Cost Proposal (RFP Attachment 4)

3.3.1 Instructions.

The Respondent shall provide its Cost Proposal as a separate file for the proposed goods and/or services utilizing Attachment 4. All prices are quoted pursuant to the

terms and conditions of this RFP. Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices) for the proposed services. All pricing to be FOB Destination, freight cost, and all expenses included; and based on Net 60 Days Payment Terms.

3.3.2 Contents.

- 1. List the fee associated with the following specific services:**
 - a. 30 second videos**
 - b. 60 second videos**
 - c. Analytics**
 - d. Creating coordinated marketing message for Consumer/Investor Education Programs**
 - e. Creating a plan to target underserved populations for Consumer/Investor Education Programs**
 - f. Create one tri-fold pamphlet for each of the following (three total):**
 - i. SmarHER Money program**
 - ii. Save4Later program**
 - iii. General – covers the following programs:**
 - Iowa Fraud Fighters – Older Iowan financial protection
 - Save4Later – Retirement security
 - SmarHER Money – Women's financial literacy
 - Middle school financial education theatre performances
 - Funding the Future - Musical performances for middle and high school
 - Online high school financial literacy program
- 2. List the hourly rate for personnel performing the services identified 4.2 if such services are charged on an hourly rate.**

SECTION 4 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.

4.1 Exhibit 13 - Mandatory Specifications

All items listed in this section are Mandatory Specifications. Respondents must indicate either **“yes” or “no”** to each specification in their Proposals and provide an explanation as to how the specification is met. Merely repeating the Section 4 specifications may be considered non-responsive and result in the rejection of the Proposal. 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.

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.

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.

- 4.1.1 Respondent must have demonstrated experience with brand development.
- 4.1.2 Respondent must have demonstrated ability in graphic design.
- 4.1.3 Respondent must have demonstrated experience with development of marketing strategy.
- 4.1.4 Respondent must have ability to manage short deadlines.
- 4.1.5 Respondent is expected to follow the usual standards of practice and ethics for such consultants in the state of Iowa.
- 4.1.6 Respondent must have demonstrated experience in creating videos.
- 4.1.7 Respondent must have a demonstrated ability in creating materials like infographics, flyers, and social media templates.
- 4.1.8 Respondent must have a demonstrated ability in 508-compliance.
- 4.1.9 Respondent must agree that all materials produced through this contract are solely owned by the Division. Original art files shall be provided in a designed format to the Division upon completion.

- 4.1.10** Respondent must agree that the Division shall have the right to use ideas or adaptations of ideas that are presented in respondents' proposals.
- 4.1.11** Respondent must have a minimum of five years of experience in media, marketing, and advertising.
- 4.1.12** Respondent must assign a single account manager to this program who will act as the Division's main point of contact and who will coordinate services for the program.
- 4.1.13** Respondent must have significant experience creating marketing messages and campaigns for public awareness and educational campaigns.

4.2 Exhibit 14 - Services

The Division is seeking the following Services. This list is meant to include the most significant categories of work covered within this RFP but is not exhaustive. The bullets are how the Division defines the work. Vendors must bid on at least some of the services items. Respondents can identify complementary services or different examples or recommendations for how similar work might be done with the Service Item. Respondents must identify which items are included in their bid proposal and which are not. A full creative proposal is not expected or required.

Respondents should demonstrate and describe their ability to perform the services listed.

4.2.1 Planning and Strategy

- Consult with staff on goals, target audiences, and programmatic information.
- Conduct research as needed to identify target audiences, strategies, and tactics.
- In partnership with the Communications Director and Consumer Advocacy Officer, develop a comprehensive annual marketing and communications strategic plan for consumer and investor education programs.
- Establish a written short-term and long-term marketing strategy and placement opportunities to strategically introduce and deliver the brand message.
- Work with existing and help identify new partners/resources to collaborate with for marketing and communication.
- Develop a deliverable-based budget based on services requested by the Division for each campaign/program.
- Provide a narrative explaining your strategy and how you will optimize the campaign's performance to maximize impressions. What type of monitoring and adjustments will you do? How will you allocate resources to different advertising methods?
- Provide a narrative explaining your strategies and how you would reach and educate all Iowans about our financial literacy programs, with special attention added to targeting the underserved populations.

4.2.2 Content Development, Marketing, and Measurement

- Refinement of brand concept, to include targeted messaging, tagline, and recommendation of specific elements to deliver brand message.
- Development of a written brand positioning statement.
- Development of style guide and graphic design elements and assist in completing trademark activities.
- Develop marketing and advertising materials/campaigns.
- Recommend and manage a coordinated approach to content marketing to ensure synergies between digital, social and media relations.

- Prepare press releases.
- Recommend adjustments needed to increase search engine optimization, expand reach, and attract the right audiences. What type of monitoring will be used and what adjustments would be made?

4.2.3 Media Relations

- Identify, monitor, and build relationships with media – traditional and new – essential to reaching target audiences.
- Prepare and pitch proactive, positive stories that help meet marketing and communication objectives.

4.2.4 Advertising Services

- Recommend and implement a media mix, including print, broadcast, radio, digital and social channels.
- Collect and analyze metrics regarding advertisements.
- Manage media buying from negotiation to measurement, including the budget, timing, purchasing, submitting artwork, meeting deadlines, and reporting progress or adjustments in a timely fashion.

4.2.5 Creative Services

- Develop creative concepts and executions for a variety of mediums, including graphic design for print, web and social, video production for web, social and broadcast and ad copy writing.
- Provide written materials and guidance for use on websites including infographics, guides, social media templates, flyers, materials for print, and web materials.

4.2.6 Event Services

- Plan, coordinate, market, purchase media, run-of-show, manage, etc. for events (full service even coordination).
- Events may include town hall meetings, community conversations, conferences, webinars, and trainings.

4.2.7 Website Development and Digital Marketing

- Work with Communications Director and Consumer Advocacy Officer to further develop Division presence that delivers on brand and supports the strategic plan.
- Review and recommend upgrades to digital assets managed by current vendors, including Division websites.

4.2.8 Social Media

- Develop overarching social media governance recommendations, including voice and cadence and support the Division in implementing (e.g., social media monitoring, training/access to any new tools, etc.).
- Provide recommendations for leveraging social media in support of the strategic plan.
- Provide support developing both written and visual messages for social media as needed.
- Social media marketing creation and deployment.

4.2.9 Analytics and Reporting

- Includes weekly performance reports (as needed) and a full performance report after the campaign ends. Includes reach, impressions, digital ad engagement. All data will be owned by the Division.
- Prepare various reports related to campaign activities, as requested by the Division.

4.3 Exhibit 15 – Company Experience and Qualifications

4.3.1 Background and Demonstrated Experience.

- Number of years in business.
- Number of years of experience with providing the types of goods and/or services sought by the RFP, in particular experience with public awareness and educational campaigns.
- The level of technical experience in providing the types of goods and/or services sought by the RFP.
- Describe any particular skill set or relationships currently existing that would be leveraged to execute this contract, including familiarity with Iowa media and Iowa venues.
- A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.

4.3.2 Approach to Marketing and Branding. Provide a description of the Respondent's organizational culture. Provide detailed description of proposed approach to creativity. Provide examples that demonstrate creative approach and end product. Provide a sample of data demonstrating success of the implementation of branding and marketing initiative.

4.3.3 Key Personnel. Provide resume and relevant information about the key personnel related to providing services described.

4.3.4 Capacity. Describe the capacity and experience for pre-campaign development, formative research, advertising and marketing of insurance or financial issues, and post-campaign evaluation.

4.3.5 Examples. Provide examples of past work, at least two of which that are associated with references provided. Please include at least one example of each of the following:

- Campaign for a government agency
- Public awareness campaign
- Campaign with a targeted audience
- Tri-fold pamphlet
- 60 second video
- 30 second video
- Final campaign report including analytics

4.3.6 References. Letters of reference from three (3) previous customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person, telephone number, and email address for each reference. References shall not be a current Iowa Insurance Division employee.

SECTION 5 EVALUATION AND SELECTION

5.1 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.

5.2 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.

5.3 Technical Proposal Evaluation and Scoring

The Evaluation Committee will evaluate all proposals and make an award using the following criteria, which are listed in no particular order. An addendum identifying the points assigned to the Scored Technical Specifications and the Cost Proposal and the minimum required Scored Technical score will be posted prior to the RFP closing.

5.3.1 Compliance with RFP Content and Format Requirements

Each proposal will be screened to determine if it conforms to the content and format requirements described in this RFP. Those that meet the content and format requirements will move forward in the review process.

5.3.2 Mandatory Specifications

Each Technical Proposal will then be evaluated to determine if it answers “Yes” to all Mandatory Specifications and includes support materials as required to demonstrate that the Respondent will be able to comply with the Mandatory Specifications. A Technical Proposal must satisfy the content and format requirements as well as demonstrate it will comply with all Mandatory Specifications in order to be a responsive proposal.

5.3.3 Services

Technical Proposals will be evaluated based on the vendor’s ability to meet the Services outlined.

5.3.4 Company Experience and Qualifications

Vendors will be evaluated based on their background, experience, and qualifications necessary to perform the required services. Proven successful experience in providing similar services will be favored. Other factors include, but are not limited to information from references and quality and applicability of examples.

5.4 Cost Proposal Evaluation

5.4.1 The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any demonstrations/presentations. 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. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

5.4.2 Cost Proposals will be evaluated in relation to the other cost proposals received. The winning proposal may not be the proposal with the lowest cost.

5.5 Recommendation of the Evaluation Committee; Decision by the Iowa Insurance Commissioner
The recommendation of the Evaluation Committee shall be presented to the Iowa Insurance Commissioner for consideration. This recommendation may include, but is not limited to, the name of one or more vendors recommended for selection, the services recommended for the vendor(s), and the maximum amount to be paid to each vendor, or a recommendation that no vendor(s) be selected.

SECTION 6 CONTRACT TERMS AND CONDITIONS

6.1 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 attached IID Standard 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 attached IID Standard 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 6 and to the extent referenced, any Terms and Conditions attached to and accompanying this RFP as an attachment hereto will be incorporated into the Contract. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with 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 attached IID Standard Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or proposed responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

The Agency 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.

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

6.2 Contractual Terms and Conditions – No Material Changes/Non-Negotiable

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

Indemnification

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

Limitation of Liability

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

Jurisdiction and Venue

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State’s attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General’s authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in another state, and cannot agree to participate in any form of alternative dispute resolution.

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.

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

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

6.3 Contract Length

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

6.4 Insurance

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

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

Acceptance of the insurance certificates by the Department shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

6.5 Order of Precedence

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration); and (2) the attached IID Standard Terms and Conditions to the extent attached and referenced.