

REQUEST FOR PROPOSAL COVER SHEET

Administrative Information:

TITLE OF RFP:	Iowa Insurance Agency Request for Proposals for Insurance License Testing Services and Continuing Education Program Administration	RFP Number: 216-RFP-0418-2023
Agency:	Iowa Insurance Agency	
State seeks to purchase:	Insurance License Testing and Continuing Education Services and Administration	Available to Political SubAgencys? No
Number of mos. or yrs. of the initial term of the contract:	Three years	Number of possible annual extensions: three
Initial Contract term beginning:	January 1, 2024	Ending: December 31, 2026
State Issuing Officer:	Alan Harder (Issuing Officer) Brad Biren (Issuing Officer's Designee)	Iowa Insurance Agency 1963 Bell Avenue, Suite 100 Des Moines, Iowa 50315 Phone: 515-654-6549 Email: alan.harder@iid.iowa.gov and brad.biren@iid.iowa.gov Fax: 515-654-6500
PROCUREMENT TIMETABLE —Event or Action:		Date/Time (Central Time):
State Issues RFP		April 4, 2023
Respondents' Conference		June 6, 2023
Agency's written response to RFP questions, requests for clarifications and suggested changes issues:		June 28, 2023
Proposals Due Date: Proposals Due Time:		July 13 3:00 p.m.
Presentations		August 3, 2023 (as scheduled)
Anticipated Date to issue Notice of Intent to Award:		August 8, 2023
Anticipated Date to execute contract:		September 7, 2023
Relevant Websites:		Web-address:
Internet website where Addenda to this RFP will be posted http://bidopportunities.iowa.gov and IMPACS Electronic Procurement System		http://bidopportunities.iowa.gov https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=DA_Slowa
Firm Proposal Terms Per Section 3.2.5.3, the minimum number of days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price will remain firm:		60 Days

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Iowa Insurance Agency Request for Proposals for Insurance License Testing Services and Continuing Education Program Administration

SECTION 1. INTRODUCTION

1.1 Purpose.

The Iowa Insurance Agency (the “Agency”) is seeking proposals from qualified professional service providers to develop, produce, implement and provide insurance license testing services and continuing education program administration for the Agency. The services are further described in Request for Proposals Section 4.

The Agency is part of the Iowa Department of Commerce, an agency of the State of Iowa. The Agency is responsible for the regulation and supervision of the business of insurance, securities and other specific regulated industries in Iowa, pursuant to Iowa Code Chapters 502, 505 *et seq.* The Iowa Insurance Commissioner is the Chief Executive Officer of the Agency.

The Agency has the duty of licensing Producers and of requiring and monitoring the Continuing Education of Producers. The Agency is authorized to retain outside vendors to perform these services. With this RFP, the Agency is seeking proposals from qualified service providers to develop, produce, implement and provide insurance license testing services, and to provide CE Provider and course approval and audits for the Agency.

The purpose of this Request for Proposals (the “RFP”) is to solicit competitive proposals for these services. The RFP is designed to provide potential Respondents with the information necessary for the preparation of competitive bid proposals. The goal of the RFP process is to provide the Agency with relevant and meaningful information that will assist the Agency in the selection process. The information in this RFP is not intended to be all-inclusive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive bid proposal.

The Agency intends to award a contract to a Respondent, beginning on or about September 16, 2023 and ending on or about December 31, 2026. The Agency, in its sole discretion, may amend the contract resulting from this RFP process to add up to three one-year extensions. The contract resulting from this RFP shall not be an exclusive contract. The Agency reserves the right to award contracts for this RFP, in whole or in part, to one or more Respondents.

1.2 Definitions.

For the purposes of this RFP and the resulting Contract, the following definitions shall apply:

- 1.2.1 **“Respondent”** means a vendor submitting a Proposal in response to this RFP.
- 1.2.2 **“Candidate”** means an individual who registers or wants to register to take an Iowa insurance licensing examination.
- 1.2.3 **“Continuing Education”** or **“CE”** means continuing education as required by Iowa Code sections 522B.6(3) and 522B.15(2), and 191 Iowa Administrative Code Chapters 10 and 11.
- 1.2.4 **“CE Provider”** means any individual or entity that is approved to offer Continuing Education courses in Iowa, pursuant to 191 Iowa Administrative Code rule 11.9.
- 1.2.5 **“Contract”** means the contract resulting from this RFP process into which the Agency and the Contractor enter, as described in RFP Section 6. The “Contract” shall include this RFP, addenda thereto, the Respondent’s proposal, and the contractual agreement into which the Agency and the Respondent enter, except that no objection or amendment by the Respondent to the RFP requirements shall be incorporated by reference into the Contract unless the Agency accepted the Respondent’s objection or amendment in writing.
- 1.2.6 **“Contractor”** means the Respondent that has the capability in all respects to perform the requirements of the Contract, and that is selected by the Agency to perform the services required under this RFP.
- 1.2.7 **“Delivery System”** means the data communication, registration, scheduling, testing systems, and software proprietary to Contractor or licensed to Contractor on a non-restricted basis.
- 1.2.8 **“Agency”** means the Iowa Insurance Agency, a Agency of the Iowa Department of Commerce, an agency of the State of Iowa.
- 1.2.9 **“Evaluation Committee”** means certain staff members of the Agency that will review, evaluate, and score bid proposals.
- 1.2.10 **“Examination Review Process”** means the process described in Section 4.2.2.2, whereby the Contractor shall facilitate the evaluation of proposed licensing examination questions.
- 1.2.11 **“Item”** means a single question or problem provided by the State or a third party, on behalf of the State, that may appear on a Test.
- 1.2.12 **“NAIC”** means the National Association of Insurance Commissioners.
- 1.2.13 **“NIPR”** means the National Insurance Producer Registry (“NIPR”), an affiliate of the NAIC, that is a third party software provider that

provides certain functionalities of electronic producer licensing transactions.

- 1.2.14 **“Producer”** or **“Insurance Producer”** means a person licensed to sell, solicit or negotiate insurance in Iowa as set forth in Iowa Code Chapter 522B(2023) and Iowa Administrative Code Chapters 10 and 11.
- 1.2.15 **“Proposal”** means the Contractor’s proposal submitted in response to the RFP.
- 1.2.16 **“Responsive Proposal”** means a Proposal that complies with the material provisions of this RFP.
- 1.2.17 **“RFP”** means this Request for Proposals for Insurance License Testing Services and Continuing Education Program Administration and any attachments, exhibits, schedules or addenda hereto.
- 1.2.18 **“State”** means the government of the State of Iowa.
- 1.2.19 **“System”** means the software and hardware systems developed by the Contractor and the Agency pursuant to the Contract.
- 1.2.20 **“Test”** means a set of Items from an Item Bank selected according to the State provided Test specifications and administered to a Candidate by computer.
- 1.2.21 **“User”** means Agency staff users of the System as specifically identified by the Agency.

1.3 Current Status & Usage

For nearly a decade, the Division has contracted with PearsonVue to provide testing and continuing education services. Typically, there are about 4500 exams conducted per year at a rate of \$44-69 per exam bundle. Below is a breakdown of users and fees per exam. The contractor provides about 380 continuing education courses, delivered to about 400 licensed insurance providers per year, at varying rates per CE unit. Examinees and licensed insurance providers can currently take exams and continuing education courses in person or remotely.

All costs related to this contract, in the form of exam and continuing education fees, shall be collected and kept by the Contractor. Exam costs may vary based on exam content and duration. Continuing education fees must be kept at the same per credit hour cost, irrelevant of the content and length of any given continuing education module or course. **The Agency/Division will not pay any portion of the costs to execute the Scope of Work described in Section 4.2.**

SECTION 2. INFORMATION ABOUT SUBMITTING A PROPOSAL FOR THIS REQUEST FOR PROPOSALS.

2.1 RFP Timetable.

The following dates are provided for information and planning purposes; however, 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 amendment to the RFP.

The events Respondents are required to meet are in bold font and marked with an asterisk. The RFP sections that provide details of all the events are listed in the second column.

Event	RFP section	Date
RFP issued		April 4, 2023
Respondents' conference	2.3.2	June 6, 2023
Questions due to Agency from Respondents	2.3.3	June 13, 2023
Agency's response to questions issued	2.3.3	June 28, 2023
*Deadline for Respondents' Submission of Proposals to Agency	2.2.5	July 13 3:00 p.m.
*Presentations	2.3.10	August 3, 2023 (as scheduled)
Agency announces Intent to Award to Successful Respondent	2.3.8	August 8, 2023
*Execution of Contract	2.3.8	August 23, 2023

2.2 Requirements for Respondent.

For this RFP process, a Respondent shall perform the requirements of this RFP Section 2.2.

2.2.1 Communicate Only with Issuing Officer or Issuing Officer's Designee.

The Issuing Officer and the Issuing Officer's Designee are the sole points of contact regarding the RFP. 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 or the Issuing Officer's Designee. The Issuing Officer or Issuing Officer's Designee will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in RFP Section 2.3.3; oral questions related to the interpretation of this RFP will not be accepted, and no Respondent shall be entitled to rely on any responses to

verbal questions. Respondents may be disqualified if they contact any State employee other than the Issuing Officer or Issuing Officer's Designee about the RFP, except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

The Issuing Officer and Issuing Officer's Designee for this RFP are listed below. **All questions and comments should be directed to Brad Biren:**

Alan Harder (Issuing Officer)	Brad Biren (Issuing Officer's Designee)
Phone: 515-654-6510 Email: alan.harder@iid.iowa.gov	Phone: 515-654-6549 Email: brad.biren@iid.iowa.gov
Fax: 515-654-6500	
Address: Iowa Insurance Agency 1963 Bell Avenue, Suite 100 Des Moines, Iowa 50315	

2.2.2 Do Not Offer Gifts or Conduct Other Restricted 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 Iowa Code 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. Agency staff will decline to accept all promotional or other items offered from Respondents during this RFP process.

2.2.3 Obtain Any RFP Updates on the Internet.

Downloading the RFP from the Internet

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

2.2.5 Timely Submit Proposal.

- 2.2.5.1 **Submission of Proposals**
Respondent must submit 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 and returned unopened to the Respondent. Respondents sending Proposals must allow ample upload time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. Electronic mail and faxed Proposals will not be accepted. There is a 50MB per file size limitation, but no limit to number of files. Plan accordingly.
- 2.2.5.2 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."
- 2.2.5.3 The costs of preparation and delivery of the Proposal are solely the responsibility of the Respondent.

2.2.6 Furnish All Necessary Information.

Furnish all information necessary to enable the Agency to evaluate the Proposal (for details on form and content, see RFP Section 3). Proposals that fail to meet the mandatory requirements of the RFP will be rejected. Oral information provided by the Respondent shall not be considered part of the Respondent's Proposal.

2.2.7 Request Confidential Treatment If Iowa Code Chapter 22 Permits Exclusion of Specific Information from Public Records.

- 2.2.7.1 The Agency shall treat all information submitted by a Respondent as public records (as defined in Iowa Code section 22.1(3), unless the Respondent, at the time of submitting the Proposal, properly requests that specific parts of the Proposal be treated as confidential (see Iowa Code section 22.7). 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

as required to comply with Chapter 22 or other applicable law.

- 2.2.7.2 Any Proposal submitted which contains information for which a Respondent is requesting confidential treatment must be conspicuously marked by the Respondent on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. If a Respondent identifies its entire Proposal as confidential, the Agency may reject the Proposal as nonresponsive.
- 2.2.7.3 If the Respondent designates any portion of its Proposal as confidential, the Respondent must submit a copy labeled as "Public Copy" from which the confidential information has been excised. This excised copy is in addition to the copies requested in the introductory RFP Section 3.1. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.
- 2.2.7.4 If the Agency receives a request for information that includes information a Respondent has marked as confidential; the Agency will give written notice to the Respondent at least seven calendar days prior to the release of the information to allow the Respondent to seek injunctive relief pursuant to Iowa Code section 22.8.
- 2.2.7.5 The Respondent's failure to request confidential treatment of material shall be deemed a waiver of any right to confidentiality the Respondent may have had.

2.2.8 Respond to Agency's Request for Proposal Clarification.

The Agency reserves the right to contact a Respondent in writing (by email) after the submission of Proposals for the purpose of clarifying a Proposal. The Agency will not consider information received from or through a Respondent in response if the information materially alters the content of the Proposal or the type of goods or services, or both, the Respondent is offering to the Agency. The Respondent must respond in writing (by email) within the time specified in the Agency's request. An individual authorized to legally bind the Respondent must provide the

responses to any request for clarification. The Agency may reject a Proposal that fails to comply with requests for additional information.

2.2.9 Provide a Presentation.

Respondents shall make a presentation of their bid proposals. The presentation will occur at an agreed time on August 3, 2023, at the Agency's offices, or by teleconference with the Agency at the Agency's offices. The determination as to the need for a presentation 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 bid proposal. Respondent shall supply all equipment, unless the Agency has necessary equipment available and arrangements have been made with the Agency prior to the presentation. The presentation shall not materially change the information contained in the bid proposal.

2.3 Additional Information for Respondent about the RFP Process.

In this RFP process, it will be important for a Respondent to understand the information in this RFP Section 2.3. By submitting a Proposal, a Respondent is acknowledging it has read the information in this RFP Section 2.3.

2.3.1 Resources Available.

Certain materials relevant to the RFP will be made available, upon request and by appointment only, for potential Respondents to review, on weekdays from April 4 through June 13, 2023, during the hours of 8:00 a.m. to 4:30 p.m., central time. Respondents should contact the Issuing Officer to schedule an appointment. These materials include the count of examinees and amount of fees collected in previous years,

2.3.2 Pre-Proposal Conference

If the RFP cover sheet indicates a pre-proposal conference will be held in conjunction with this RFP, it will be held at the date, time, and location listed on the RFP cover sheet. The purpose of the pre-proposal conference is to discuss with prospective Respondents the work to be performed and allow prospective Respondents an opportunity to ask questions regarding the RFP. Oral discussions at the pre-proposal conference shall not be considered part of the RFP unless confirmed in writing by the Agency and incorporated into this RFP. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. A copy of the questions and answers will be sent to Respondents who submit a

letter of intent to propose and will be posted in the form of an addendum at: <http://bidopportunities.iowa.gov/> and [IMPACS Electronic Procurement System](#).

2.3.3 Respondents' Questions, Requests for Clarification, and Suggested Changes; and Agency's responses.

The Agency will post written responses to questions, requests for clarifications, or suggestions received from Respondents will be posted at <http://bidopportunities.iowa.gov/> and [IMPACS Electronic Procurement System](#). 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.

2.3.4 Amendment or Withdrawal of Proposal by Respondent.

The Respondent may amend, or withdraw and resubmit, its Proposal at any time before 3:00 p.m., July 13, 2023.

2.3.5 Proposal Opening.

The Agency will open all Proposals after the deadline for submission of Proposals has passed.

The Agency will make the names of Respondents who submitted timely Proposals publicly available after the Proposal opening. But the Announcement of the Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

The Proposals will remain confidential until the Evaluation Committee has reviewed all of the Proposals submitted in response to this RFP and the Agency has announced a notice of intent to award a contract. See Iowa Code §72.3 and RFP section 2.2.7.

2.3.6 Reasons for Elimination of a Respondent's Proposal from Consideration.

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

- 2.3.6.1 The Respondent fails to deliver the bid Proposal by the due date and time.

- 2.3.6.2 The Respondent fails to deliver the cost proposal in a separate envelope from the technical proposal.
- 2.3.6.3 The Respondent has a material conflict of interest. See RFP Section 3.2.5.6.
- 2.3.6.4 The Respondent acknowledges that a mandatory requirement of the RFP cannot be met.
- 2.3.6.5 The Respondent's Proposal changes a material requirement of the RFP, or the Proposal is not compliant with the mandatory requirements of the RFP.
- 2.3.6.6 The Respondent's Proposal limits the rights of the Agency.
- 2.3.6.7 The Respondent fails to include information necessary to substantiate that it will be able to meet a requirement of the RFP.
- 2.3.6.8 The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.3.6.9 The Respondent initiates unauthorized contact with State employees regarding the RFP.
- 2.3.6.10 The Respondent provides, in the sole opinion of the Agency, misleading or inaccurate responses.
- 2.3.6.11 The Respondent has not provided sufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent has met the requirements of the RFP.
- 2.3.6.12 The Respondent merely asserts that it can complete a requirement, without details.
- 2.3.6.13 The Respondent fails to provide letters of reference required by RFP Section 3.2.4.1.3.

- 2.3.6.14 The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in RFP Section 3.2.5.
- 2.3.6.15 The Respondent fails to respond to the Agency's request for information, documents, or references, which the Agency is permitted to request as part of the clarification process described in RFP Section 2.2.8.

2.3.7 Evaluation of Proposals.

An Evaluation Committee will review Proposals that are timely submitted and are not rejected under RFP Section 2.3.6. The Evaluation Committee will recommend the successful Respondent to the Iowa Insurance Commissioner, who can either accept or reject the recommendation of Evaluation Committee. The Insurance Commissioner's decision is final. The Agency will not necessarily award a contract resulting from this RFP to Respondents offering the lowest cost to the Agency. Instead, the Agency will award the Contract to Respondents whose Proposal the Agency believes will provide the best value to the Agency and the State.

2.3.8 Award Notice and Acceptance Period.

After the Iowa Insurance Commissioner selects the successful Respondent, the Agency will send a notice of intent to award the Contract to all Respondents who submitted timely Proposals. In addition, the Agency may post the notice on its website. A notice of intent to award does not constitute the formation of a contract between the Agency and the apparent successful Respondent. Negotiation and execution of the Contract shall be completed no later than ten days from the date of the Notice of Intent to Award or such other time as designated by the Agency. If a 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 another Respondent that the Agency believes will provide the best value to the Agency and the State.

2.3.9 Agreement by Submitting Proposal.

By submitting a Proposal, the Respondent agrees to the following:

- 2.3.9.1 Release of claims.

The Respondent will not bring any claim or cause of action against the Agency based on any misunderstanding

concerning the information provided herein or concerning the Agency's failure, negligent or otherwise, to provide the Respondent with pertinent information as intended by this RFP.

2.3.9.2 Copyright permission.

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 Respondent shall indemnify, defend, and hold harmless the Agency for any claims or losses related to the Agency copying, in whole or in part, the bid proposal. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.3.9.3 Confidentiality.

If the Respondent failed to request confidential treatment of material, such failure shall be deemed a waiver of any right to confidentiality the Respondent may have had.

2.3.9.4 Required to register to do business in Iowa.

Prior to entering into a Contract with the Agency, a Respondent will be required to register to do business in Iowa, if it is not registered already.

2.3.9.5 Amendment to the RFP by the Agency.

The Agency reserves the right to amend the RFP at any time. The Respondent shall acknowledge in its Proposal the receipt of all amendments. If the Agency issues an amendment after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Respondents to amend their Proposals in response.

2.3.9.6 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 a written contract. Issuance of this RFP in no

way constitutes a commitment by the Agency to award a contract. The Agency reserves the right to advertise for new proposals, to abandon the need for such services, and to cancel this RFP at any time prior to the execution of the written contract.

2.3.9.7 Nonmaterial variances.

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the sole 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; that are merely a matter of form or format; that do not change the relative standing of, or otherwise prejudice, other Respondents; that do not change the meaning or scope of the RFP; or that do not reflect a material change in the requirements of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Respondent from full compliance with RFP specifications or other Contract requirements if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.3.9.8 Reference checks, information from other sources, verification of proposal contents.

The Agency reserves the right to contact any Respondent 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.

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 involving the Respondent, and other publicly available information.

The content of a Proposal submitted by a Respondent is subject to verification by the Agency. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal (see RFP Section 2.3.6).

2.3.9.9 Disposition of Proposals.

All submitted Proposals become the property of the Agency 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 in the public domain and will be available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment or according to exceptions provided in Iowa Code Chapter 22 or other applicable law (see RFP Sections 2.2.7, 2.3.5, and 2.3.9.3, 3.1.3, and 3.2.1.3).

2.3.9.10 Evaluation of Proposals submitted.

Proposals that are timely submitted and are not rejected will be reviewed in accordance with RFP Section 5. The Agency will not necessarily award a contract resulting from this RFP to the Respondents offering the lowest cost. Instead, the Agency will award the Contract to the Respondents whose Proposals the Agency believes will provide the best value to the Agency and the State.

2.3.9.11 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 Contractor and the Agency.

2.3.9.12 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.

2.3.9.13 No minimum guaranteed.

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

2.3.9.14 Appeals.

If a Respondent who submitted a timely Proposal disagrees with an award decision, the Respondent may appeal that decision within five calendar days of the Notice of Intent to Award by submitting a written appeal to the Insurance Commissioner, with a copy to the Issuing Officer, detailing the factual and legal basis for the challenge. The Issuing Officer, or the Issuing Officer's designee, must submit to the Insurance Commissioner, with a copy to the appealing Respondent, a written response to Respondent's written appeal within five business days after receipt of the appeal. If a Respondent appeals an award decision, the Insurance Commissioner or the Insurance Commissioner's designee will decide the appeal based on the parties' written submissions and oral presentations. The parties will be unable to present any other evidence or call any witnesses to testify. The oral presentations may be held by telephone conference call within seven business days after the Issuing Officer's response to the written appeal, as scheduled by the Insurance Commissioner. The Insurance Commissioner or the Insurance Commissioner's designee will issue a written decision within seven business days of the oral argument.

2.3.9.15 Future contracts.

Participation in this RFP or award of a contract pursuant to this RFP will not serve to disqualify a Respondent or Contractor from participation in any future Agency programs or contracts, nor will it guarantee that a Contractor will be awarded contracts for any future Agency programs or contracts.

2.3.9.16 Information for the Agency's benefit.

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive bid proposals. The RFP process is for the Agency's benefit and

is intended to provide the Agency with relevant and meaningful competitive information to assist in the selection process. This RFP is not intended to be comprehensive. However, each Respondent is responsible for determining all factors necessary for successful submission of a comprehensive bid proposal.

SECTION 3. FORM AND CONTENT OF PROPOSALS.

The following documents and responses shall be included in the Respondent's Proposal:

3.1 Instructions for Form of Proposal.

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.

3.1.1 The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such as separate files. The files shall be labeled with the following information:

RFP_{216-RFP-0418-2023} – Respondent Name –Technical Proposal

RFP_{216-RFP-0418-2023} – Respondent Name –Cost Proposal

Files must be attached to Respondents submission in the State's [IMPACS Electronic Procurement System](#).

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

RFPXXXXXXXXX – Respondent Name – Public Copy

3.1.3 Attachments shall be referenced in the Proposal; Proposals shall not contain promotional or display materials

3.1.4 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.

3.1.5 Proposals shall not contain promotional or display materials.

3.1.6 Attachments shall be referenced in the Proposal.

3.2 Content of Technical Proposal.

3.2.1 Transmittal Letter and Copies of Proposal.

- 3.2.1.1 An individual authorized to legally bind the Respondent shall sign a transmittal letter.
- 3.2.1.2 The transmittal letter shall include the Respondent's mailing address, email address, fax number, and telephone number.
- 3.2.1.3 Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of RFP Section 2.2.7. The transmittal letter also shall contain the name, address and telephone number of the individual authorized to respond to the Agency about the confidential nature of the information.
- 3.2.1.4 The Respondent shall provide to the Agency by the Proposal submission deadline one original version of its Proposal and three copies. The successful Respondent will be expected to provide an electronic Word version of the Proposal prior to the execution of the Contract.

3.2.2 Table of Contents.

The Respondent shall include a table of contents of its Proposal.

3.2.3 Executive Summary.

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

- 3.2.3.1 Statements that demonstrate that the Respondent has read, understands and agrees with the terms and condition of the RFP.
- 3.2.3.2 An overview of the Respondent's plans for complying with the specifications of this RFP.
- 3.2.3.3 Any other summary information the Respondent deems to be pertinent.

3.2.4 Information about Respondent.

Proposals should include sufficient information regarding the Respondent's qualifications and ability to perform the services sought to enable the Agency to make a judgment about the Respondent's ability to perform the work identified in the Service Requirements (RFP Section 4).

3.2.4.1 Qualifications and disqualifications for bidding, and disclosures required.

3.2.4.1.1 Respondents shall report any potential conflicts of interest. A conflict of interest may disqualify a Respondent. See Attachment 3.

3.2.4.1.2 The Respondent must provide the following background information about the Respondent.

- Name, address, telephone number, fax number and email address of the Respondent, including all d/b/a or assumed names or other operating names of the Respondent, and including the name and contact information of the Respondent's representative for contractual, technical and scheduling matters concerning the Proposal.
- Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company, etc.
- Any professional licenses or certifications held.
- State of incorporation, state of formation, or state of organization.
- Whether the Respondent is certified as a targeted small business program under 481 Iowa Administrative Code chapter 25, and, if the Respondent is so certified, a copy of the certification.
- Whether the Respondent is an Iowa business.

3.2.4.1.3 The Respondent must provide the following information regarding the Respondent's experience.

- Number of years of experience with providing the types of services sought by the RFP.
- Technical experience and subject matter expertise in providing the types of services sought by the RFP.
- Services provided to other businesses or governmental entities similar to those sought by this RFP.
- The location(s) of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- Letters of reference from three previous clients knowledgeable of the Respondent's performance in providing services similar to those sought by this RFP, and contact information (telephone number and email address) for a person for each reference.
- Name, email address, and telephone number of the Respondent's representative to contact regarding contractual and technical matters regarding the Proposal, and regarding scheduling and other arrangements.
- Name, contact information and qualifications of any subcontractors who will be involved with this project that the Respondent proposes to use and the nature of the services the subcontractor would perform.
- Whether the Respondent is or is willing to become registered to do business in Iowa before payments can be made.

3.2.5 Statements, Certifications and Authorization.

3.2.5.1 Termination, litigation.

3.2.5.1.1 The Respondent must provide a statement including the following information regarding the past five years:

- If the Respondent has had a contract for goods or services terminated for any reason, complete details regarding any terminations.
- A description of any damages or penalties assessed against or dispute resolution settlements entered into by the Respondent under any existing or past contracts for goods or services. Provide full details regarding the circumstances, including dollar amount of damages, punitive damages, penalties and settlement payments.
- A description of 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.
- 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.
- A description of the circumstances and disposition of any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others.

3.2.5.1.2 Failure to disclose these matters may result in rejection of the Proposal or termination of the Contract. The above disclosures are a continuing requirement of the Respondent. The 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 Contractor, following execution of the Contract.

3.2.5.2 Acceptance of terms and conditions.

The Respondent shall specifically state that it agrees that by submitting the Proposal, the Respondent is accepting all terms and conditions stated in the RFP. However, if the Respondent objects to any term or condition, the Respondent must specifically refer to the RFP page and section number and provide the reason for the objection. If the 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 the Agency's sole discretion.

3.2.5.3 Firm proposal terms.

The Respondent shall guarantee in writing that the goods or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for a minimum of 60 days following the deadline for submitting Proposals.

3.2.5.4 Certification of accuracy and authority.

The Respondent shall sign and submit, with the Proposal, the document included as Attachment 1 (Certification of Accuracy and Authority). A Respondent shall not make alterations to the text of this document.

3.2.5.5 Authorization to release information.

The Respondent shall sign and submit, with the Proposal, the document included as Attachment 2 (Authorization to Release Information). A Respondent shall not make alterations to the text of this document.

3.2.5.6 Certification of Independence and No Conflicts of Interest.

The Respondent shall sign and submit, with the Proposal, the document included as Attachment 3 (Certification of Independence and No Conflicts of Interest). A Respondent shall not make alterations to the text of this document.

3.2.5.6 Statement of Compliance with all applicable laws related to Personal Identification Information

The Respondent shall sign and submit, with the Proposal, the document included as Attachment 4 (Statement of Compliance of PII). A respondent shall not make alterations to the text of the document.

3.2.6 Explanation of How the Respondent Will Comply with the Service Requirements of Section 4.

The Respondent shall describe how it shall comply with each specification in RFP Section 4. Merely repeating the specification of RFP Section 4 may be considered an inadequate response and result in the Agency's rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specifications of Section 4, the Agency may reject the Proposal.

3.3 Content of Cost Proposal.

3.3.1 The Respondent shall provide its cost proposal to the Agency in a separately sealed envelope for the proposed services. See RFP Section 3.1.

3.3.2 The Respondent shall divide the Cost Proposal into two parts: (1) a proposal related to the costs of insurance producer license examination services; and (2) a proposal related to the services related to Continuing Education. Each of these parts should include the fees the Respondent anticipates charging applicants, Producers and CE Providers for the services.

3.3.3 The Contractor will be paid for the services described in Section 4, including all out-of-pocket expenses and administrative costs of the Contractor, solely through fees it charges and collects from applicants, Producers and CE Providers, and in no case shall the fees exceed reasonable amounts to which the Agency and the Contractor agree. See RFP Section 4.2.2.8.

3.3.4 Unless otherwise agreed to in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the Agency or from the State for any goods or services provided by or on behalf of Contractor under any Contract resulting from this RFP. Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under any Contract resulting from this RFP.

3.3.5 Respondents should include in their Cost Proposals an amount sufficient to successfully complete all requirements as set forth in the RFP, including any necessary travel expenses by either party or by associated agencies or volunteers. Respondent will provide all copies of materials, manuals, guides, and other materials, including any needed AV equipment such as an overhead projector, laptop, laptop projector, transparencies, flip charts and markers, and any computer software, hardware or programs necessary to perform the work proposed. If any materials necessary to successfully complete this project are required from the Agency, including any need for the Agency's staff time outside of the review and approval process, those needs and associated costs should be included and explained in the bid proposal.

SECTION 4: SERVICE REQUIREMENTS

4.1 Introduction.

The Agency is seeking proposals from qualified service providers to develop, produce, implement and provide Producer licensing testing services and Continuing Education provider course approval and monitoring for the Agency. This RFP Section 4 informs Respondents what specific services the Agency is seeking. Respondents may provide supportive materials to verify the Respondents' abilities to perform the Scope of Work. If the Agency determines the Proposal and the supportive materials do not demonstrate that the Respondent will be able to comply with the Service Requirements, the Agency may reject the Proposal.

4.1.1 Respondents must describe how their Proposal is novel, innovative, reduces confusion, and improves efficiency. The description should highlight both efficiencies and how their efficiencies will either help to control costs or not increase costs to the end users. The costs to the end users will be the primary metric for choosing a Proposal in lieu of a total proposed project cost.

4.1.2 Respondents must provide a wireframe or screenshot slide deck that portrays the design of their interface for examinees and licensed insurance producers.

4.1.3 Respondents may propose creating separate websites for end users of exams and end users of continuing education.

4.1.4 Respondents should be prepared to demonstrate how their Proposal meets all of the requirements in a presentation, if so requested.

4.2 Scope of Work – Licensing and Testing Services.

4.2.1. Preparation of Examinations: Examination Construction.

4.2.1.1 The Respondent must demonstrate an ability – in accordance with exam outlines developed in cooperation with the Agency – to develop and validate examination questions for the following types of Iowa insurance lines of authority, as set forth below (with related Iowa Code and Iowa Administrative Code sections):

- 4.2.1.1.1 Life (Iowa Code §522B.6(2)(a));
- 4.2.1.1.2 Commercial Lines
- 4.2.1.1.3 Accident and health (Iowa Code §§522B.6(2)(b));
- 4.2.1.1.4 Property (Iowa Code §522B.6(2)(c));
- 4.2.1.1.5 Casualty (Iowa Code §522B.6(2)(d));
- 4.2.1.1.6 Personal lines property and casualty (Iowa Code §522B.6(2)(f));
- 4.2.1.1.7 Surplus lines (Iowa Code §522B.6(2)(g));
- 4.2.1.1.8 Credit (Iowa Code §522B.6(2)(h));
- 4.2.1.1.9 Crop (191 IAC rule 10.7);
- 4.2.1.1.10 Surety (191 IAC rule 10.7);
- 4.2.1.1.11 Viatical settlement broker (Iowa Code §508E.3 and 191 IAC 48.3(2)); and
- 4.2.1.1.12 Public adjuster (Iowa Code Chapter 522C and 191 IAC chapter 55).
- 4.2.1.1.13 Health plan navigator (Iowa Code Chapter 522D and 191 IAC chapter 85).

- 4.2.1.2 Respondent must demonstrate that it will be able to construct examination outlines for the period commencing January 1, 2024, which must be approved by the Agency before use.
- 4.2.1.3 The Respondent must demonstrate that it can monitor changes in Iowa insurance laws and regulations and recommend or revise content outlines and create new examination questions on a schedule to which the parties shall agree.
- 4.2.1.4 The Respondent must demonstrate that, if necessary, upon the request of the Agency, Respondent has the ability in urgent situations to immediately pull any examination or question from production. A new examination or question shall be live in the field 48 hours (or two business days) after corrections have been approved by the Agency and finalized.
- 4.2.1.5 All examination questions must be subject to advance review and approval by the Agency and by the Examination Review Process, as set out in this RFP Section 4.2. Examination questions, where relevant, must be demonstrated to be Iowa-specific and the Respondent must demonstrate that it has the knowledge and ability to construct Iowa-specific examination questions. The Respondent must have the Examination Review Process completed and the questions delivered to the Agency for review by **November 1, 2023** for examinations questions intended to be implemented January 1, 2024.
- 4.2.1.6 The Respondent must demonstrate its ability to maintain a sufficient bank of examination questions for each examination to assure the Agency that questions are not likely to be repeated within a given examination group. The Respondent shall recommend an appropriate number of questions for each examination. All proposed questions intended to be used effective January 1, 2024 must be completed and available for review by the Agency no later than **November 15, 2023**.
- 4.2.1.7 The Respondent must demonstrate that it is able to aid the Agency in the establishment of an examination passing score and in the determination of the level of difficulty for the examination questions.

- 4.2.1.8 During the contract period, the Agency may be required by law to restructure examinations or add new examinations to the above list. The Respondent must demonstrate that it can implement new or substantially restructured examinations as needed.
- 4.2.1.9 The Respondent must demonstrate that it can provide results to examination Candidates immediately following completion of the exam. Each proposal must include a plan to provide a physical copy of examination results at no charge to Candidates before they depart from the examination location. Examination results must be electronically transmitted to the Agency, to the NAIC, to NIPR or as directed by the Agency within one business day of examination completion, using RTF, XLS, or PDF formats as indicated.
- 4.2.1.10 The Respondent must demonstrate that it is able to provide fingerprinting services if the Agency determines it wants to begin using such services and if the parties come to a mutual understanding about the terms and conditions of such additional services.

4.2.2. Administration of In-Person Examinations.

- 4.2.2.1 Candidate Handbook. The Respondent must demonstrate that it is able to develop, at its expense and subject to approval by the Agency, an informational handbook containing information on licensing processes, examination outlines, sample questions, examination procedures, application forms and other relevant information required by the Agency. The proposed handbook must be submitted to the Agency for review no later than **December 15, 2023**, and, once approved, must be ready for distribution and posting on both the Agency's and the Contractor's website no later than January 1, 2024. The Contractor must make available the approved final drafts for the examination outlines to prelicensing educators upon request and without charge no later than **November 1, 2023**. Subsequent proposed handbooks must be submitted to the Agency each year for review no later than October 1 of each year. Contractor must make available the approved final drafts of the examination outlines to pre-licensing educators upon request and without charge.

Handbooks shall be printed by Contractor, at its expense, and provided without charge to the following: the Agency, upon request; prospective Candidates upon request; examination locations; and other locations as agreed by the parties. Contractor shall post the handbook on its website or other similar electronic bulletin board service and shall work with the Agency in permitting the Agency to provide a link from the Agency's website to the Contractor's website where the handbook can be seen and accessed.

4.2.2.2 Examination Review Process. The Contractor shall, at its expense, conduct an annual Examination Review Process under the direction of the Agency. **The first Examination Review Process shall be held in September or October 2023** with the precise date, time and location to be approved by the Agency. Other Examination Review Processes shall be held annually with the precise date, time and location to be determined by the Agency. The Contractor shall identify, invite and obtain the presence of no less than four qualified persons per examination, approved by the Agency, to review the current and proposed new examination questions for each examination listed in section 4.2.1.1 above. A Respondent's proposal should include a procedure to assure an Examination Review Process review for all examination questions intended to be used effective January 1, 2024. All revisions to examination questions must be ready for implementation annually on January 1.

Respondent's proposal shall include a way for Producers to obtain CE credits for participating in the Examination Review Process. The Contractor shall make application to the Agency for continuing education credits for attendees at the Examination Review Process and shall assume all responsibilities of a continuing education provider under Iowa law for the Examination Review Process.

4.2.2.3 Report to Pre-License Educators. As part of the Examination Review Process, the Contractor shall prepare and present a report of examination statistics, as preapproved by the Agency, to be presented at a public forum to interested persons. Contractor shall maintain, at its expense, a listing of pre-licensing educators and other interested parties and invite all such persons to attend the public forum.

4.2.2.4 Reports.

4.2.2.4.1 Examination Statistics. The Contractor shall report to the Agency electronically, quarterly and annually, examination statistics for each examination administered. The Contractor shall monitor questions with significant incorrect responses and recommend changes to the Agency as necessary.

4.2.2.4.2 Survey. The Contractor shall conduct a survey of examination Candidates, in a manner approved by the Agency, to determine satisfaction with the examination process. The results of said survey shall be reported to the Agency electronically, quarterly and annually.

4.2.2.5 Examination Locations and Scheduling.

4.2.2.5.1 The Contractor must maintain, at its expense, an e-mail address and a toll-free telephone number for Candidates to call and request information about the examination and licensing process.

4.2.2.5.2 The Contractor shall, at its expense, maintain examination sites in at least five locations in Iowa or adjacent cities. The Respondent shall demonstrate that the cities it proposes to use for examination sites collectively serve the geographical distribution of Iowa's population. The Contractor must hire, train and supervise, at its expense, all personnel to operate examination locations. Each location must be selected and maintained in a professional manner to ensure a satisfactory environment for examination administration. A Respondent must demonstrate that it has an established system of examination site supervision which will ensure that site administrators are competent and consistently provide accurate information.

If the Respondent maintains locations in other states, Respondent's system must permit Iowa residents and other appropriate Candidates to take Iowa examinations at those locations. The Respondent must be able to demonstrate that it would be able to change locations as requested by the Agency and by mutual agreement.

4.2.2.5.3 Each location must comply with all relevant federal and state requirements related to providing access to persons with disabilities. Convenient access and professional operation of examination locations will be a special rating factor in evaluating any proposal submitted.

4.2.2.5.4 The Respondent must demonstrate an ability to manage the examination locations to be able to provide appointments for examination Candidates within five business days of the request to schedule. The Respondent must demonstrate capability to administer examinations to persons with special needs and must demonstrate that its personnel are trained to accommodate special examination requests for persons who cannot take the examination in its conventional form. The examination shall be in English, but the Contractor may provide extra time for persons for whom English is not their primary language. The Contractor must have a system in place to evaluate requests for special administration of examinations and must report all such approvals and disapprovals to the Agency within ten business days.

4.2.2.5.5 Each proposal submitted must provide that all examination locations are available for inspection by the Agency. The Agency may elect to make an on-site inspection of Respondent's examination locations prior to awarding the contract.

4.2.2.6 Examination Supervision. The Respondent must demonstrate proven ability to detect and monitor

examination irregularities and must take reasonable steps to maintain the integrity of the examination process. The Contractor will document and preserve the type and form of identification provided as an image or similar format for review and identification audits by the Agency. The Contractor will be required to promptly investigate any irregularities and report any findings to the Agency. Contractor's employees must be made available at Contractor's expense if needed to testify at administrative proceedings before the Agency involving examination irregularities.

- 4.2.2.7 Examination Processing. The Respondent must demonstrate proven ability to promptly and accurately transmit examinations results to the Agency, the NAIC, NIPR, SBS or the Agency's designee, upon direction from the Agency, immediately upon the completion of examinations.
- 4.2.2.8 Examination Fees. The Contractor shall be entitled to collect a fee for each examination and other approved services. A Respondent shall submit with its proposal an outline of the fees it proposes to collect. All fees must receive prior approval in writing by the Agency and any proposal must include specific information on the fees a Respondent intends to charge for examinations or services. Any proposal that includes charges for certain services in addition to examinations must include a complete description of each service and the proposed fee for that service. The Agency reserves the right to reject specific requests to charge fees for services that it considers part of the regular examination process.

The Contractor will be compensated solely through fees it charges and collects and may not exceed limits as set by the Agency.

- 4.2.2.9 Security. The Respondent must demonstrate an ability to protect the confidentiality of the Agency's records, examination content and examination statistics. The Contractor will be prohibited from making any use of information obtained from Iowa Candidates or compiled from any aspect of the examination process without the express written consent of the Agency. The written description of the

system for security of records will be a special rating factor in evaluating any proposal submitted.

The respondent must maintain correct personal data for each user and offer a means that allows the user to update personal information on the contactor/provider's website account platform within two business days.

4.2.3 Administration of Online Proctoring & Examination

4.2.3.1 RESPONSIBILITIES OF CONTRACTOR. Contractor will provide Services for the Online Proctored Test in accordance with all subsections of Section 4.2.2 of this RFP.

4.2.3.1.1 Registration and Scheduling of Online Proctored Test Candidates. All scheduling and registration will be through Contractor's World Wide Web site.

4.2.3.1.2 Rules and Requirement. Contractor will make available to Candidates all rules and requirements to take an Online Proctored Test, including the technical, workstation and system requirements. Candidates will be required to show a government-issued photo ID, must be over the age of consent or have a legal guardian or parent present during check-in process, and run an executable to install the online proctoring application. Contractor will share the amount of time a Candidate has to take an Online Proctored Test, Online Proctored Testing Rules, and refund policy prior to completion of an Online Proctored Test registration.

4.2.3.1.3 Minimum Technical Requirements. Candidates will be provided instructions to verify that their computers meet the required minimum technical specifications to take an Online Proctored Test. To the extent that a Candidate cannot meet the minimum requirements, no refund will be provided. Candidates will be required to run an executable that will install the online proctoring application and Internet-based testing secure browser ("Installer") before they can access the Online Proctored Test.

- 4.2.3.1.4 Check-in Processing. Contractor will turn on the Self Check-in option. Self-Check-In means a check-in process performed through automation including artificial intelligence and does not include a human greeter. Self-Check-In will perform identification validation through automated technology and facial comparison using the government-issued identification presented by the Candidate and a photograph taken through Contractor's Delivery System. The Contractor will document and preserve the type and form of identification provided as an image or similar format for review and identification audits by the Agency. Where legally permissible or at Contractor's reasonable discretion, the Candidate will be prompted to:
 - 4.2.3.1.4.1 Take a picture of him/herself within the Contractor Delivery System.
 - 4.2.3.1.4.2 Present his/her government issued photo identification.
- 4.2.3.2 Agreement to Online Proctored Testing Rules. The parties will mutually develop and agree upon a set of Online Proctored Testing Rules that will be in place for the Online Proctored Test. Contractor will obtain Candidate's agreement to comply with the Online Proctored Testing Rules before Candidate can access any Online Proctored Test.
- 4.2.3.3 Customer Service Issues. Contractor and its staff may exclude and/or terminate services if a Candidate fails to follow Contractor's Online Proctored Testing rules and procedures. If an incident arises with a Candidate, which Contractor determines, in its sole discretion, is the responsibility of Contractor, Contractor will take reasonable steps to resolve such Candidate issue. If the Candidate's issue is not the responsibility of Contractor, Contractor will contact the State for direction on how to proceed with the Candidate's Online Proctored Test. Contractor and the State agree to work diligently together to mutually resolve any such issues with Candidates.
- 4.2.3.4 The State will authorize the awarded Contractor to perform identification validation, facial comparison and automated processing of Candidate Personal Data.

4.2.3.5 The State acknowledges and understands that the awarded Contractor may, from time to time during the term of any resultant Contract turn off these online proctored services (or a portion thereof) in certain country's based on Contractor's interpretation of international data privacy laws. The State understands and agrees that Contractor will collect Candidate personal information and data directly and through third parties on behalf of the State. Notwithstanding anything contained herein, the State acknowledges and agrees that the State will be the data controller of Candidate personal information and data as may be defined by each country including, but not limited to, the European Union and Contractor will be the data processor for the State hereunder. The State acknowledges and agrees that they will be responsible for all such data privacy laws as the data controller and that Contractor will be responsible for all such data privacy laws as the data processor.

4.2.3.6 Assumptions:

4.2.3.6.1 The Online Proctored Test will only be available in countries where photo identification and video capture is permissible by law and offered by Contractor.

4.2.3.6.2 Online Proctored Test services will only be available in English. In the event the parties agree to provide other languages, the parties will sign a separate statement of work or amendment.

4.2.3.6.3 The State acknowledges that due to the inherent nature of Online Proctoring, Contractor cannot control the security of the State's Online Proctored Tests while at the Candidate's testing location or on Candidate's computer. In the event Contractor owned or licensed Test's or Item's security is compromised Contractor will replace compromised Items or Tests within a time frame mutually agreed upon by the parties. Notwithstanding anything to the contrary within the RFP to the extent the contractor will perform its obligations as required under a future Contract and complies with applicable laws, this RFP or other statement of work, schedules or exhibits, Contractor shall have no liability to the State for: (i) exposure or loss of the State's Tests, Items or Test Content that

arises from or is related to the administration of Online Proctored Tests; (ii) third parties or Candidates resulting from or in connection with (a) screen shots, photos or snapshots of Candidate, Candidate's computer or identification; (b) video or audio recording the Candidate, the location or anyone or anything found in the location where the services will be provided; (iii) for disclosure of wrongful conduct to the appropriate government authority; or (iv) issues resulting from Contractor's delay in replacing Items or Tests.

4.2.3.6.4 The State acknowledges that if the State decides to utilize Online Proctored Examinations, any requirement to the number of Test forms will not apply.

4.2.3.2 FEES

4.2.3.2.1 General Requirement. For online proctored Tests performed by Contractor hereunder, the Contractor may charge for Test Delivery to candidates that select an online proctored Test based on an amount agreed upon by the parties. Candidates that select a Test proctored in a test center will continue to be charged the fees previously set forth in the Agreement.

4.2.3.2.2 The Test Delivery Fees shall apply for Online Proctored Test Candidates who: (1) fail to meet the Minimum Technical Requirements or whose Online Proctored Test are terminated due to the Candidate's failure to comply with Online Proctored Testing Rules, (2) fail to appear for a scheduled Online Proctored Test; or (3) arrive more than fifteen (15) minutes after the scheduled appointment.

4.2.3.3 Accommodation Compliance. The State agrees to notify Contractor electronically or in writing of a Candidate's request for an accommodation in a timely manner. The State shall consult with Contractor prior to approving any such accommodation request. Contractor will provide the State with the feasibility, timeline and costs for such accommodations. The State shall work in good faith with

Contractor using reasonable efforts in determining an acceptable accommodation solution.

4.3. Scope of Work – Continuing Education Administrative Services.

- 4.3.1 The Respondent shall demonstrate it has the requisite experience and expertise to develop and provide Continuing Education administration services to approve insurance CE Providers and insurance Continuing Education courses on behalf of the Agency.
- 4.3.2 The Contractor shall review courses to be delivered through classroom instruction, instruction by audio media, instruction by video media, instruction from printed materials, computer-based instruction and courses to be delivered through other course delivery methods.
- 4.3.3 The Contractor shall develop and distribute a CE Provider and course information packet and the following forms: a CE Provider Approval Application form; a CE Course Approval Application; an Affidavit of Completion for on-line CE courses; an Affidavit of Completion for classroom CE courses, and a Handbook of Instructions which tell a Candidate the CE requirement of Iowa. These forms must be created and provided to the Agency for approval by November 15, 2023. This information shall be made available for viewing and printing on the Contractor's website by December 1, 2023. The website also must take Producers to the website of the prior Contractor for class information for classes held in the last three calendar years.
- 4.3.4 Contractor shall receive, review and approve CE Provider applications based on criteria to which the Agency and the Contractor mutually agree in writing.
- 4.3.5 Contractor shall receive and timely review course applications and assign the appropriate number of credits to courses based on criteria to which the Agency and the Contractor mutually agree. For purposes of this requirement, "timely" means 30 days or less.
- 4.3.6 Contractor shall design and conduct a renewal process for CE Providers and courses on a biennial basis.
- 4.3.7 Contractor shall serve as initial point of contact for all communications with existing and prospective CE Providers, including those seeking Iowa course approvals under the National Association of Insurance Commissioners Continuing Education Reciprocity Guidelines.

- 4.3.8 Contractor shall create and maintain a procedure for CE Providers to report scheduled classroom course offerings to the Contractor. Contractor shall maintain a list of the classes and their scheduled dates and times on its website, and shall promptly update any changes to classes listed there.
- 4.3.9 Contractor shall create a method on its website for Producers and CE Providers to search for class offerings by topics, specifically for those class offerings that are of subject matters particularly identified by Iowa insurance law.
- 4.3.10 Contractor shall establish a grievance and appeals procedure for CE Providers with the Contractor to serve as the initial point of contact. Contractor shall consider all grievances and attempt to resolve situations brought to it in grievances. If the Contractor cannot resolve the grievance, the Contractor shall report the grievance to the Agency. The Agency shall then determine the resolution to the grievance and the Contractor shall comply with the Agency's determination. Contractor shall preserve and store the original audio and visual presentation of any CE for a two-year duration to assist the Agency in the grievance resolution process.
- 4.3.11 Contractor shall be entitled to collect a fee from the CE Providers fees to compensate the Contractor for the Continuing Education administrative services provided by the Contractor. A Respondent shall submit with its proposal an outline of the fees it proposes to collect. All fees must receive prior approval in writing by the Agency and any proposal must include specific information on the fees a Respondent intends to charge for Continuing Education administrative services. The Contractor shall charge an applicant a CE Provider application fee when the applicant applies for approval as an approved CE Provider, and shall charge a course application fee for an application made by an approved CE Provider applying for approval of a continuing education course. Any proposal that includes charges for certain services in addition to Continuing Education administrative services must include a complete description of each service and the proposed fee for that service. The Agency reserves the right to reject specific requests to charge fees for services that it considers part of the Continuing Education administrative service process.

The Contractor will be compensated solely through fees it charges and collects and may not exceed limits as set by the Agency.

- 4.3.12 Contractor shall maintain the approved status of an approved CE Provider for two years. At the end of the two years, the approved CE Provider may

submit an application for renewal to the Contractor and the Contractor shall charge the approved CE Provider the provider renewal fee, if the Contractor is again approved.

4.3.13 Contractor shall maintain the approved status of an approved Continuing Education course for two years or until the course content has been substantially changed. At whichever time comes first, the approved provider may submit an application for renewal or for re-approval to the Contractor and the Contractor shall charge the approved CE Provider the course review fee.

4.3.14 Contractor shall review and approve, disapprove or withdraw approval of applications of CE Providers and course instructors in a manner prescribed by 191 Iowa Administrative Code Chapter 11. The Contractor shall develop and implement procedures to consider applications by CE Provider applicants. Accordingly, the Contractor shall:

4.3.14.1 Create all necessary forms, notices, explanatory materials, and automated or manual correspondence.

4.3.14.2 Review the application including the qualifications of the applicant, the instructors and other relevant factors.

4.3.14.3 Notify the applicant of all deficiencies in the completeness of the application and require the applicant to respond to the deficiencies within 30 calendar days of the date of the notice. If the applicant does not respond within the 30-day period, Contractor may reject the application.

4.3.14.4 Assign each approved CE Provider a unique approved provider number distinguishing the approved CE Provider from other organizations or individuals. If possible, Contractor must use the same provider numbers issued by the Agency's prior vendor but, if not possible, Contractor shall provide on the Contractor's website a cross-reference table of old and new provider numbers.

4.3.14.5 Provide an approved CE Provider a certificate identifying the organization or individual as an approved CE Provider and bearing the approved provider number. Contractor also shall communicate this information to the applicant electronically.

- 4.3.14.6 Provide an applicant whose application has been denied with a written explanation as to the reasons for denial and the applicant's appeal rights. Contractor also shall communicate this information to the applicant electronically.
 - 4.3.14.7 Maintain, on behalf of the Agency, application records, information concerning decisions rendered, and up-to-date information (e.g., address, telephone numbers, contact person, e-mail address, etc.) concerning approved CE Providers.
- 4.3.15 Contractor shall review, evaluate, approve, disapprove, withdraw approval of, assign credit hours to, and assign course titles to Continuing Education courses and programs of instruction in a manner prescribed by 191 Iowa Administrative Code Chapter 11. The Contractor shall develop and implement procedures to consider course approval applications by CE Provider applicants. Accordingly, the Contractor shall:
- 4.3.15.1 Create all necessary forms, notices, explanatory materials, and automated or manual correspondence.
 - 4.3.15.2 Review the course application against the standards established by the Agency to determine whether the course is acceptable.
 - 4.3.15.3 Determine the number of credit hours for each area of education to be assigned to the course.
 - 4.3.15.4 Draft and, upon approval by the Agency, promulgate procedures which approved CE Providers shall be required to implement to ensure licensees complete all the requirements of a course prior to being awarded Continuing Education credit hours.
 - 4.3.15.5 Notify the approved provider of all deficiencies in the completeness of the application and require the approved provider to respond to the deficiencies within 30 calendar days of the date of the notice.
 - 4.3.15.6 Provide an approved provider whose course application has been denied or whose requested credit hours have been changed with a written explanation as to the reasons for denial or change and the applicant's appeal rights. This

information also should be provided to the applicant electronically.

4.3.15.7 Assign to each course a unique approved course number and title distinguishing the approved course from other courses. If possible, Contractor must use the same course numbers issued by the Agency's prior vendor but, if not possible, Contractor shall provide on the Contractor's website a cross-reference table of old and new course numbers.

4.3.15.8 Upon approval of a course, provide the approved course CE Provider the following materials:

4.3.15.8.1 Correspondence indicating the course has been approved, the approved title and the assigned number of the course, the approved credit hours for the course, and a list of instructors approved to provide course instruction for the course. If a course is approved for a specific requirement of Iowa law, it should be indicated as such. This information also should be provided to the applicant electronically.

4.3.15.8.2 Instructions to the approved CE Provider on the measures instructors need to implement to ensure licensees complete all the requirements of a course prior to being awarded Continuing Education credit hours.

4.3.15.8.3 Instructions to the approved CE Provider on the information which needs to be entered onto a certificate of completion.

4.3.16 Contractor shall monitor and audit the quality of continuing education courses to determine adherence to 191 Iowa Administrative Code Chapter 11, to determine adherence to all Agency standards, to investigate complaints regarding approved courses, to advise the approved CE Provider in writing of deficiencies with a copy to the Agency, to conduct follow-up audits to determine whether improvements are adequate and, when appropriate, to withdraw approval from an approved CE course or an approved CE Provider. Respondent shall submit information regarding any mechanisms it has in place to provide CE audits in other states and

the cost of those audits. If the Respondent does not have an audit mechanism in place, Respondent shall submit a proposal for performing such audits. Respondent should suggest to the Agency the number and frequency of audits it recommends given the Producer population of Iowa.

4.3.17 On behalf of the Agency, the NAIC, SBS or other Agency designee, as directed by the Agency, Contractor shall maintain CE Provider application records and CE Provider Continuing Education course application records, information concerning decisions rendered, up-to-date course information, grievances and all other aspects of the Contractor's administration for five years after a decision has been rendered. Contractor shall keep such records and information confidential and shall not disclose any of the records or information to any entity other than the Agency without the express written consent of the Agency.

4.3.18 Contractor shall transmit electronically to the Agency, the NAIC, SBS or other Agency designee, as directed by the Agency, within 48 hours of the approval of a course, information concerning the course and course CE Provider in a format acceptable to the Agency.

4.3.19 The Contractor's decision concerning an application either to be an approved CE Provider or to have a CE course approved shall constitute an appealable agency action as defined in 191 Iowa Administrative Code rule 11.8 for which the applicant or approved CE Provider is entitled to a hearing and judicial review in accordance with Iowa Code Chapter 17A.

4.3.20 The Contractor shall be required to testify to and support, in any appellant proceeding, course application and CE Provider application decisions made by the Contractor.

4.3.21 The Contractor shall be required to maintain an Internet website and shall be required to make readily available to licensees in printed format and in alternative formats in accommodation of individuals with disabilities, a list of courses offered for each area of education to include at a minimum:

4.3.21.1 The course number and title of each approved course;

4.3.21.2 The approved CE Provider number, name, registration procedure, telephone number and email address;

4.3.21.3 The applicable areas of education for which credit hours may be earned by completing the course; and

- 4.3.21.4 The dates, times and locations of each course offering.
- 4.3.22 The Contractor shall provide quality, timely and readily accessible service to the Agency, course providers, course instructors, licensees, and others affected by the Continuing Education requirements, including individuals with disabilities.
- 4.3.23 The Contractor shall create and maintain, in a form acceptable to the Agency, an automated means of reporting to the Agency such information as the Agency may determine to be necessary regarding approved courses and approved CE Providers. Any such system shall be compatible with the Agency's system.
- 4.3.24 The Respondent shall propose systems to evaluate the quality of its service.
- 4.3.24.1 The Contractor shall have a method of evaluating customer needs and evaluating its fulfillment of those needs through accurate and valid performance measurements.
- 4.3.24.2 The Contractor shall provide to the Agency a report, in a format and of a quality approved by the Agency, on a quarterly basis which illustrates the Contractor's accomplishments at fulfilling customer needs.
- 4.3.25 The Contractor shall, on a quarterly basis, provide the Agency reports in a format and of a quality approved by the Agency, containing:
- 4.3.25.1 The number of approved CE Providers of on-site classroom Continuing Education, the number of approved on-site classroom education courses and the sum of on-site classroom education credit hours;
- 4.3.25.2 The number of approved CE Providers of non-on-site Continuing Education, the number of non-on-site approved courses, and the sum of non-on-site credit hours;
- 4.3.25.3 The number and percentage of applicants who were determined to be an approved CE Provider;

- 4.3.25.4 The number and percentage of applicants whose applications as an approved CE Provider were denied and a summary of the reasons for denial;
- 4.3.25.5 The number and percentage of courses determined to be acceptable as approved Continuing Education courses as a result of the Contractor's review of the course;
- 4.3.25.6 The number and percentage of courses disapproved and a summary of the reasons for disapproval;
- 4.3.25.7 The number and percentage of applicants who grieved the decision of the Contractor concerning a CE Provider application;
- 4.3.25.8 The number and percentage of approved CE Providers who grieved the decision of the Contractor concerning the denial of a course;
- 4.3.25.9 The number and percentage of approved CE Providers who grieved the decision of the Contractor concerning the credit hours assigned to an approved course.
- 4.3.25.10 The number and type of audits including: Contractor's determination as to whether the approved CE Provider being audited adhered to 191 Iowa Administrative Code Chapter 11; Contractor's determination as to whether the approved CE Provider adhered to all Agency standards; Contractor's investigation of any complaints about the approved CE Provider regarding approved courses; whether Contractor had to advise the approved CE Provider in writing of deficiencies and what those deficiencies were; Contractor's follow-up audits to Contractors who had been deficient to determine whether improvements were adequate; and whether Contractor had to withdraw approval from an approved CE course or an approved CE Provider and the reasons for the withdrawal of approval.

4.4 On-Site Visits.

Contractor must pay all expenses for one employee of the Agency for one onsite visit during the Contract term at the Contractor's place of business to receive training on the Contractor's systems, evaluate Contractor's processes and receive information on any proposed changes in examination and Continuing Education systems. Contractor must report in person at the Agency, at the Contractor's expense, annually, or more frequently upon reasonable request and notice, to update the Agency on Contractor's performance under the Contract.

4.5 Incorporation of Data from Prior Contractor.

Contractor shall work in cooperation with the Agency's prior vendor to retrieve and transfer for Contractor's use all data regarding testing, CE Producers, Continuing Education credits, and Continuing Education courses, maintain all identification numbers on all CE Providers and Continuing Education courses approved by the prior vendor. All data will be retrieved and transferred to Contractor on a timely basis, as the Agency, the Contractor and the prior vendor agree.

4.6 Training, Support and Meetings.

4.6.1 Contractor shall provide ongoing, in-person training to Agency Users upon implementing the Contractor's website as it relates to Iowa. Training can be by telephone if the parties mutually agree in writing. The dates and locations of the training will be determined by mutual agreement; however, a first training of Agency staff shall occur no later than November 1, 2023. Contractor will provide all copies of materials, manuals, guides and other materials needed for the training. Contractor's travel and other expenses related to the training will be borne by Contractor.

4.6.2 After developing the website as it relates to Iowa, Contractor shall assist in all areas of technology involved in the website including, but not limited to, fixing problems with the website, updating the website, and enhancing the website.

4.6.3 After development of the website, Contractor shall provide Agency staff with access to the account manager assigned to the Agency by the Contractor to answer Agency questions related to the website.

4.7 Deliverables.

Respondent shall provide an implementation plan based on milestones (including an estimate of how much time and agency staff/employees will be involved in development/implementation, and training, in accordance with this RFP (not necessarily in this order):

- 4.7.1 Development of examinations (see Section 4.2.1).
- 4.7.2 Development of passing score (see Section 4.2.1.7).
- 4.7.3 Development of examination review process (see Section 4.2.1.5, 4.2.2.2).
- 4.7.4 Development of examination result form for examination candidates (see Section 4.2.1.9).
- 4.7.5 Development of candidate handbook (see Section 4.2.2.1).
- 4.7.6 Report to pre-licensing educators (see Section 4.2.2.3).
- 4.7.7 Report of examination statistics (see Section 4.2.2.4.1).
- 4.7.8 Development of examination candidate survey (see Section 4.2.2.4.2).
- 4.7.9 Report of results of survey (see Section 4.2.2.4.2).
- 4.7.10 Development of toll-free number for examination candidates (see Section 4.2.2.5.1).
- 4.7.11 Establishment of examination sites (see Sections 4.2.2.5.2, 4.2.2.5.3).
- 4.7.12 Hiring and training of personnel for toll-free number and for examination sites (see Section 4.2.2.5.2).
- 4.7.13 Development of examination site monitoring (see Sections 4.2.2.5.2, 4.2.2.5.3, 4.2.2.5.4, 4.2.2.5.5, 4.2.2.6).
- 4.7.14 Development of electronic transmission to Agency of examination results (see Section 4.2.2.7).
- 4.7.15 Development of confidentiality procedures for maintenance of records on behalf of the Agency (see Section 4.2.2.9).
- 4.7.16 Development of CE Provider approval process (see Section 4.3).
- 4.7.17 Development of CE course approval process (see Section 4.3).
- 4.7.18 Development of CE Provider and course information packet and forms (see Section 4.3.3).

- 4.7.19 Distribution of CE Provider and course information packet and forms (see Section 4.3.3).
- 4.7.20 Development of grievance and appeals procedure for CE Providers (see Section 4.3.10).
- 4.7.21 Development of format for electronic transmission of approval of CE courses and CE Providers (see Sections 4.3.14, 4.3.15).
- 4.7.22 Development of website available for licensees (see Section 4.3.21).
- 4.7.23 Online Proctored Examination
- 4.7.23 Development of accessibility standards for examination sites and for CE sites, including standards for those with disabilities (see Section 4.2.2.5.3, 4.2.2.5.4, 4.3.22).
- 4.7.24 Development of report format (see Section 4.3.25).
- 4.7.25 Transfer of data from Agency's prior vendor (see Section 4.5).
- 4.7.26 Development and implementation of training for Agency Users of website (see Section 4.6).

4.8 Industry Standards.

Services rendered pursuant to a Contract resulting from this RFP shall be performed in a professional and workmanlike manner in accordance with the terms of the Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a detailed specification for the performance of a portion of the Contract, the parties agree that the applicable specification shall be the generally accepted industry standard.

4.9 Monitoring Plan.

The Agency shall monitor the Contractor by reviewing the periodic reports listed in Section 4.2.2.4 and 4.3.25 of this RFP. The Agency may request additional information for purposes of monitoring the Contractor's performance of the Contract services.

4.10 Performance Review Plan.

Contractor shall provide copies of surveys or evaluations received by Contractor, or of summaries of such surveys or evaluations, at the Agency's request. Contractor shall supply the Agency with mailing lists of CE providers and examination Candidates, at the Agency's request, for purposes of conducting a survey regarding Contractor's performance. In addition, the Agency shall review and evaluate the performance of Contractor at the end of the Contract term, including evaluation of the efficiency and quality of Contractor's work, specifically determining whether:

4.10.1 At least 90% of the requirements of the Contract were met;

4.10.2 All reports required from Contractor in the Contract were submitted on a timely basis, unless an extension was granted by the Agency in writing;

4.10.3 Contractor attended all meetings required pursuant to the Contract, unless delayed or waived by the Agency in writing; and

4.10.5 Contractor adhered to all confidentiality requirements pursuant to the Contract.

SECTION 5. EVALUATION AND SELECTION.

5.1 Introduction

This section describes the evaluation process that will be used to determine which bid proposal provides the greatest benefits to the Agency. The evaluation process is designed to award Contracts, not necessarily to the Contractors of least cost, but rather, to the Contractors with the best combination of attributes to perform the required services.

5.2 Evaluation Committee

The Agency intends to conduct a comprehensive, fair and impartial evaluation of bid proposals received in response to the RFP. The Agency will use an Evaluation Committee to review and evaluate the proposals.

5.3 Evaluation Process.

The evaluation and award process shall consist of the following:

5.3.1 Review of the bid proposals to assess compliance with mandatory requirements;

5.3.2 Detailed evaluation of qualifications, experience, and proposed services;

5.3.3 Scoring of Proposals;

5.3.4 Creating an Evaluation Committee recommendation to the Iowa Insurance Commissioner;

5.3.5 Award decision by the Iowa Insurance Commissioner.

5.4 Evaluation Criteria

The Evaluation Committee will evaluate each Proposal using evaluation criteria developed before the Proposals are opened. The fees to be charged by the Respondent, as Respondent proposes in response to RFP Section 3.3, shall be scored based on a comparison of the lowest proposed exam cost (per-test fee) and the highest proposed exam cost (per-test fee). The exam cost will be calculated, for scoring purposes, by adding the mean and the median of all exam fees prescribed (cost-set). The per unit cost of continuing education credits will be treated as an associated exam cost and will be used to calculate the cost-set's mean and median. Under this formula, the lowest-priced cost proposal receives all of the points assigned to pricing. Then, for example, a cost proposal twice as expensive as the lowest cost proposal would earn half of the available points. The formula for scoring each higher-priced cost proposal is: $\text{weighted cost score} = (\text{price of lowest cost proposal} / \text{price of the higher cost proposal}) \times (\text{points assigned to pricing})$.

5.5 Recommendation of the Evaluation Committee

The final ranking and 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 Contractors recommended for selection or a recommendation that no Contractor be selected. The Iowa Insurance Commissioner will select the Contractor to receive the award. The Iowa Insurance Commissioner is not bound by the Committee's recommendation. All Contractors submitting proposals will receive an email of the Notice of Intent to Award Contract.

SECTION 6. CONTRACTUAL TERMS AND CONDITIONS.

6.1 Contract Terms and Conditions.

The Contracts 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 in accordance with the provisions of the RFP, the sample contract terms and conditions, the offer of the Successful Contractor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Contractor to the provisions or terms and conditions of the RFP shall be incorporated into the Contract unless the Agency has explicitly accepted the Contractor's objection or amendment in writing.

The contract terms and conditions contained in the sample contract will be incorporated into the Contracts. The contract terms and conditions may be supplemented at the time of contract execution and are provided to enable Contractors to better evaluate the costs associated with the RFP requirements and the Contract. All costs associated with complying with these requirements should be included in any pricing quoted by the Contractor.

By submitting a Proposal, each Contractor acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in its Proposal. If a Contractor takes exception to a provision, it must state the reason for the exception and set forth in its Proposal the specific RFP or contract language it proposes to include in place of the provision. Exceptions that materially change the contract terms and conditions or the requirements of the RFP may be deemed nonresponsive by the Agency, in its sole discretion, resulting in possible rejection of the Proposal. The Agency reserves the right either to award a Contract without further negotiation with the successful Contractor or to negotiate Contract terms with the Successful Contractor if the best interests of the State would be served.

The Agency reserves the right to award contracts for this RFP, in whole or in part, to one or more Respondents. Any contract resulting from this RFP shall not be an exclusive contract.

6.2 Contract Length; Contract Amendment.

The term of the Contract will begin on or about January 1, 2024 and ending on or about December 31, 2026, or as the parties otherwise agree in writing. The Agency, in its sole discretion, may amend the Contract to add up to three one-year extensions, upon the same or more favorable terms and conditions. The parties, upon mutual written agreement, may amend other Contract terms