

**REQUEST FOR PROPOSAL**

**RFP COVER SHEET**

**Administrative Information:**

<b>TITLE OF RFP:</b>	<b>Group Errors and Omissions Insurance</b>	<b>RFP Number:</b>	<b>0620217079</b>
<b>Agency:</b>	<b>Iowa Department of Administrative Services on behalf of the Iowa Real Estate Commission</b>		
<b>State seeks to purchase:</b>	Coverage and administration of the State's group errors and omissions insurance (professional liability)		
<b>Available to other State agencies?</b>			No
<b>Number of mos. or yrs. of the initial term of the contract:</b>	<b>2 years</b>	<b>Number of possible annual extensions:</b>	<b>4</b>
<b>State Issuing Officer:</b> Kathy Harper 515-321-7686 Kathy.harper2@iowa.gov			
<b>PROCUREMENT TIMETABLE—Event or Action:</b>		<b>Date/Time (Central Time):</b>	
State Posts Notice of RFP on TSB website		July 15, 2020	
State Issues RFP		July 17, 2020	
RFP written questions, requests for clarification, and suggested changes from Respondents due:		July 29, 2020 2:00 PM	
Proposals Due Date:		August 12, 2020	
Proposals Due Time:		2:00 PM	
<b>Relevant Websites:</b>	<b>Web-address:</b>		
Internet website where Addenda to this RFP will be posted:	<a href="http://bidopportunities.iowa.gov/">http://bidopportunities.iowa.gov/</a>		
Internet website where contract terms and conditions are posted:	<a href="https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf</a>		
Number of Copies of Proposals Required to be Submitted:			1 Digital Copy
Firm Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm:			<b>120 Days</b>

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<b>SECTION 1      INTRODUCTION</b>
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**1.1 Purpose**

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 5 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

**1.2 Definitions**

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

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

**“Contract”** means the contract(s) entered into with the successful Respondent(s) as described in Section 7.1.

**“Contractor”** means the successful Respondent to this RFP.

**“General Terms and Conditions”** means the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

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

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

**“Responsible Respondent”** means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, the Agency may consider various factors including, but not limited to, the Respondent’s competence and qualifications to provide the goods or services requested, the Respondent’s integrity and reliability, the past performance of the Respondent and the best interest of the Agency and the State.

**“Responsive Proposal”** means a Proposal that complies with the material provisions of this RFP.

**“RFP”** means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

**“State”** means the State of Iowa, the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

**1.3 Overview of the RFP Process**

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency’s benefit and is intended to provide

the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

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

Respondents will be required to submit their Proposals in hardcopy and on digital media (USB drive). It is the Agency's intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 6, Evaluation and Selection.

#### **1.4 Background Information**

The Iowa Real Estate Commission is responsible for ensuring that coverage and administration of the State's group errors and omissions insurance (professional liability) to be made available to all resident and non-resident active Iowa licensed real estate brokers, broker associates, salespersons, and firms (corporations and partnerships). The State of Iowa seeks to establish a contract to guarantee limited cost coverage that will provide claims handling, investigation, computerized loss records, management information, setting of reserves and a method of claims payment. Iowa Code section 543B.47 requires, among other things, that a group policy shall not include any right on the part of the insurance provider to cancel coverage for a licensee. Licensees shall have the option of obtaining insurance independently, if the policy complies with the minimum requirements. Iowa Code section 543B.47 does not specifically address the premium amount to be charged each licensee. As of June 15, 2020, there were **9,607** resident active status firm, broker officer, broker associate, and salesperson licensees and **1,402** non-resident active status broker, sales, and firm licensees. An additional **1,624** resident and non-resident broker and salesperson licensees were in inactive status.

<b>SECTION 2      ADMINISTRATIVE INFORMATION</b>
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**2.1 Issuing Officer**

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

**2.2 Restriction on Communication**

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State.

**2.3 Downloading the RFP from the Internet**

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

**2.4 Procurement Timetable**

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Respondent submissions, the Agency will issue an addendum to the RFP.

**2.5 Questions, Requests for Clarification, and Suggested Changes**

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. Respondents may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions received from Respondents on before the date listed on the RFP cover sheet. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

**2.6 Amendment to the RFP**

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

**2.7 Amendment and Withdrawal of Proposal**

The Respondent may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Respondent and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Respondents must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

**2.8 Submission of Proposals**

Respondent must submit Proposal in the State’s Vendor Self Service portal 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 10MB per file size limitation, but no limit to number of files. Plan accordingly.

Respondents must furnish all information necessary to enable the Agency to evaluate the Proposal. Oral information provided by the Respondent will not be considered part of the Respondent's Proposal unless it is reduced to writing.

**2.9 Proposal Opening**

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

**2.10 Costs of Preparing the Proposal**

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

**2.11 No Commitment to Contract**

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract.

**2.12 Rejection of Proposals**

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

- 2.12.1** The Respondent fails to deliver the Cost Proposal in a separate file.
- 2.12.2** The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.3** The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- 2.12.4** The Respondent's Proposal limits the rights of the Agency.
- 2.12.5** The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.
- 2.12.6** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Respondent fails to include Proposal Security, if required.
- 2.12.8** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9** The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.12.10** The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.12.11** The Respondent provides misleading or inaccurate responses.
- 2.12.12** The Respondent's Proposal is materially unbalanced.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.
- 2.12.14** The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.12.15** The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

**2.13 Nonmaterial Variances**

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to, minor failures to comply that: do not affect overall responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Respondents, do not change the meaning or scope of the RFP, or do not reflect a material



change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

**2.14 Reference Checks**

The Agency reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal.

**2.15 Information from Other Sources**

The Agency reserves the right to obtain and consider information from other sources concerning a Respondent, such as the Respondent's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Respondent's financial stability, past or pending litigation, and other publicly available information.

**2.16 Verification of Proposal Contents**

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

**2.17 Proposal Clarification Process**

The Agency reserves the right to contact a Respondent after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Respondent has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Respondent's Proposal. The Agency will not consider information received from or through Respondent if the information materially alters the content of the Proposal or the type of goods and/or services the Respondent is offering to the Agency. An individual authorized to legally bind the Respondent shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

**2.18 Disposition of Proposals**

All Proposals become the property of the State and shall not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be public records available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment according to exceptions provided in Iowa Code Chapter 22 or other applicable law.

**2.19 Public Records and Requests for Confidential Treatment**

The Agency's release of public records is governed by Iowa Code Chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Respondent as non-confidential records unless Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

- 2.20 Form 22 - Request for Confidentiality**  
***FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.***
- 2.21 Copyright Permission**  
By submitting a Proposal, the Respondent agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Respondent consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.
- 2.22 Release of Claims**  
By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided in the RFP or concerning the Agency's failure, negligent or otherwise, to provide the Respondent with pertinent information in this RFP.
- 2.23 Evaluation of Proposals Submitted**  
Proposals that are timely submitted and are not rejected will be reviewed and evaluated in accordance with Section 6 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State.
- 2.24 Award Notice and Acceptance Period**  
Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State.
- 2.25 No Contract Rights until Execution**  
No Respondent shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and the Agency.
- 2.26 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.

**2.27 Restrictions on Gifts and Activities**

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Respondents are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

**2.28 No Minimum Guaranteed**

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

**2.29 Post Solicitation Debriefing**

A debriefing is available to any Respondent who submitted a proposal in response to this RFP. Respondent shall submit a written request for a debriefing to the Issuing Officer via email or other delivery method. All Respondents will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled by the Agency as soon as practicable after the receipt of debriefing request.

**2.30 Appeals**

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

<b>SECTION 3      FORM AND CONTENT OF PROPOSALS</b>
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**3.1 Instructions**

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

**3.1.1** The Proposal shall be 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:

**RFP0620217079 – Respondent Name –Technical Proposal**

**RFP0620217079 – Respondent Name –Cost Proposal**

**3.1.2** Files must be attached to Respondents submission in the State of Iowa – Vendor Self Service (VSS) portal. [https://vss.iowa.gov/webapp/VSS\\_ON/AltSelfService](https://vss.iowa.gov/webapp/VSS_ON/AltSelfService)

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

**RFP0620217079 – Respondent Name – Public Copy**

**3.1.4** Proposals shall not contain promotional or display materials.

**3.1.5** Attachments shall be referenced in the Proposal.

**3.1.6** If a Respondent proposes more than one solution to the RFP specifications, each shall be labeled and submitted in a separate Proposal and each will be evaluated separately.

**3.2 Technical Proposal**

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

**3.2.1 Transmittal Letter (Required)**

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent’s mailing address, electronic mail address, fax number, and telephone number.

**3.2.2 Table of Contents**

The Respondent shall include a table of contents of its Proposal and submit the check list of submittals per Attachment #4.

**3.2.3 Executive Summary**

The Respondent shall prepare an executive summary and overview of the goods and/or 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 conditions of the RFP including the Contract provisions in Section 7.
- 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 Mandatory Specifications and Scored Technical Specifications**

The Respondent shall answer whether or not it will comply with each specification in Section 5 of the RFP. Where the context requires more than a yes or no answer or the specific specification so indicates, Respondent shall explain how it will comply with the specification. Merely repeating the Section 5 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

**3.2.5 Respondent Background Information**

The Respondent shall provide the following general background information:

- 3.2.5.1** Does your state have a preference for instate vendors? Yes or No. If yes, please include the details of the preference.
- 3.2.5.2** Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- 3.2.5.3** Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company.
- 3.2.5.4** State of incorporation, state of formation, or state of organization.
- 3.2.5.5** The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- 3.2.5.6** Number of employees.
- 3.2.5.7** Type of business.
- 3.2.5.8** Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.5.9** Name, address and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements.

**3.2.5.10** Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.

**3.2.5.11** Respondent's accounting firm.

**3.2.5.12** The successful Respondent will be required to register to do business in Iowa before payments can be made.

For vendor registration documents, go to:

<https://das.iowa.gov/procurement/vendors/how-do-business>

### **3.2.6 Experience**

The Respondent must provide the following information regarding its experience:

**3.2.6.1** Number of years in business.

**3.2.6.2** Number of years of experience with providing the types of goods and/or services sought by the RFP.

**3.2.6.3** The level of technical experience in providing the types of goods and/or services sought by the RFP.

**3.2.6.4** A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.

**3.2.6.5** Letters of reference from three (3) previous customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

### **3.2.7 Financial Information**

The Applicant shall provide the following financial information:

**3.2.7.1** Audited financial statements for the last 3 years.

**3.2.7.2** A minimum of two (2) financial references.

### **3.2.8 Termination, Litigation, Debarment** The Respondent must provide the following information for the past five (5) years:

**3.2.8.1** Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.

**3.2.8.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.

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

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

### **3.2.9 Acceptance of Terms and Conditions**

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

### **3.2.10 Certification Letter**

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

### **3.2.11 Authorization to Release Information**

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

### **3.2.12 Firm Proposal Terms**

The Respondent shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for the number days indicated on the RFP cover sheet following the deadline for submitting Proposals.

### **3.2.13 Addendums**

Provide signed copy of posted RFP addendums.

**3.2.14 Request for Confidentiality**

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

**3.3 Cost Proposal**

The Respondent shall provide an electronic file for the proposed goods and/or services.



## SECTION 4      SCOPE OF WORK

### **Overview**

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

#### **4.1 Description of Desired Services**

Respondent is responsible for administering the errors and omissions insurance program described in Iowa Code section 543B.47 and associated administrative rules (copies of which are attached). Iowa Code section 543B.47 requires, among other things, that a group policy shall not include any right on the part of the insurance provider to cancel coverage for a licensee. Licensees shall have the option of obtaining insurance independently, if the policy complies with the minimum requirements. Iowa Code section 543B.47 does not specifically address the premium amount to be charged each licensee.

#### **4.2 Service Requirements**

It is intended that the premium charge be the same amount for every licensee for three years, however, given the present insurance climate, a premium locked in for three years may not be realistic or in the best interests of the insured. The contract will contain provision that will allow the Respondent to notify the Agency not less than 120 days in advance of any proposed premium increase for the next policy term, based upon market factors and/or claims experience that materially changed since the original premium or the last premium increase. The Agency will then determine if continuing the contract is reasonably practical as provided in Iowa Code section 543B.47(2).

##### **4.2.1 Insurance**

The Respondent is responsible for submitting a certificate of insurance indicating a minimum of \$1,000,000 of errors and omissions coverage. This amount of coverage, or an acceptable replacement, is required throughout the period of the contract.

##### **4.2.2 Named Insured**

The named insured under the group policy shall be the Iowa Real Estate Commission on behalf of licensees and others as described in this section. Errors and Omissions coverage is a mandatory licensing requirement. Licensees may not be excluded, cancelled or non-renewed because of individual loss history. Respondent must cover the following:

- a. All individuals licensed under Iowa Code Chapter 543B for all activities for which an Iowa license is required, whether conducted in or out of the state of Iowa, upon proper application and premium payment.
- b. Any licensed real estate firm, corporation, partnership, or other employer of an insured for its vicarious liability for the wrongful acts of licensed individuals.
- c. The heirs, executors, administrators, and assigns of each insured under (a) and (b) in their capacity as such.

#### **4.2.3 Limits**

The minimum limits per licensee are: \$100,000 per occurrence and \$100,000 aggregate. Respondents, however, may submit separate proposals for higher limit amounts. Coverage must be on a claims-made basis and defense must be in addition to the limits of liability. The retroactive date of the master policy is July 1, 1991. Coverage has been uninterrupted since this date. Coverage terms shall provide full and complete “prior acts” coverage as individually determined by the inception date of coverage for each licensee that provides proof of continuous coverage.

#### **4.2.4 Excess Liability or Buy-Up Option**

Excess liability coverage in various amounts up to \$1,000,000 in the aggregate must be made available to brokerage firms whose licensees are insured under the master group policy. Excess coverage may be provided by a carrier other than the one placing the primary coverage. The excess carrier must be admitted to do business in the state of Iowa, but need not be an Iowa domiciled carrier. The excess coverage shall be under terms and conditions which are standard in the industry for similar types of excess coverage. With respect to excess liability or buy-up options, specifically address the following questions: (1) Will the coverage be available at a reduced rate or subject to normal rates determined by underwriting? (2) Will the firm and licensees continue to be covered in the state group program? (3) Will excess coverage be available to individual licensees?

#### **4.2.5 Prior Acts**

With respect to “prior acts” coverage, state: (1) the specific time period allowed (e.g. 3, 5, 10 years), (2) the increased cost, if any, per licensee, (3) what proof, if any, the licensee must provide of continuous coverage to qualify, (4) whether Respondent is willing to determine a single premium for all licensees, including both those with and those without prior acts coverage, (5) if Respondent plans to propose varying rates between those with and those without prior acts coverage, whether licensees will automatically qualify for prior acts coverage upon the first and subsequent renewals of the policy, and, if so, whether there will be an increased cost.

#### **4.2.6 Proof of Insurance**

The Respondent is responsible for assisting insured in providing proof of insurance annually. The current license renewal cycle is December 31 of each year with one-third of all licensees renewing every third year. The Professional Licensing and Regulations Division would like to maintain this cycle. Therefore, it is necessary to require proof of insurance annually as a prerequisite to continuing licensure throughout the three-year term. Further, Iowa law permits the Agency to request proof of insurance in random or other audits.

#### **4.2.7 Deductible**

The proposed maximum deductible is \$0 (no deductible) for claims or defense. Respondents may submit separate proposals providing for other deductible amounts per claim, but no proposals should be submitted which provide a deductible for defense, including investigation. Be specific if providing a proposal with a deductible amount as to (1) how the deductible will be applied when more than one insured member of a real

estate firm is named in a claim for the same occurrence, and (2) if the deductible, on an occurrence or claims made basis, applies to indemnity payments.

#### **4.2.8 Territory**

Respondent is responsible for ensuring that all Iowa resident licensees are covered for activities contemplated under Iowa Code chapter 543B whether the activity occurs in or out of the state of Iowa. For non-resident licensees, specify whether the policy will cover any real estate activities occurring outside of Iowa for which licensure is required, but not licensure under Iowa law.

#### **4.2.9 Specimen Policy**

The successful Respondent must submit the policy, related forms, rates, and other information and materials for approval by the Commissioner of Insurance prior to offering the policy in Iowa.

#### **4.2.10 Extended Reporting Period**

Every insured licensee shall, upon termination of the insurance provided, have an additional ninety (90) days in which to report any claims occurring during the coverage period and may, at their option, purchase a three-year extended reporting period coverage at a price of not more than two hundred percent (200%) of the current annual price to the licensee for the coverage provided by the successful Respondent. If an insured's license is placed in an inactive status during a year in which that licensee has paid for the premium, coverage shall continue for the remainder of the policy year for the person as if the license had not been placed on inactive status, regardless of whether the license is reinstated, except that coverage shall not be applicable to acts committed during the period when the license was on inactive status.

#### **4.2.11 Covered Activities**

The coverage must include all activities contemplated under Iowa Code chapter 543B. The coverage need not cover punitive damages, dishonest, or fraudulent acts, bodily injury, or personal injury. Iowa Code chapter 543B does not specifically address appraisal work. "Appraisals" in the form of market analysis and valuations for the purpose of listing a property for sale, or guiding a buyer in making an offer, are understood to be a routine function performed by real estate licensees. Activities of a certified appraiser covered under Iowa Code chapter 543D are not, however, required to be covered under the group errors & omissions insurance.

### **4.3 Administration**

The Respondent is responsible for handling all administrative duties relative to the operation of the errors and omissions program, including marketing, billing and premium collection, toll-free access for all E&O coverage questions, general informational mailings about coverage, services and requirements, and how claims processing will be handled. Respondent should describe in detail how it will administer the program, addressing specifically all of the following itemized sections.

**4.3.1** The Respondent is responsible for maintaining a list in electronic format of licensees who have paid the proper premium and who have coverage in force. Respondent shall provide reports to the Agency on an as needed basis, at least once annually. Respondent shall

describe the Respondent's capacity to maintain such lists, prepare reports, and otherwise share electronic information with the Agency as needed to properly administer the program.

- 4.3.2** Electronic (no facsimile) notification of coverage to the Agency by the provider will be sufficient if accompanied by a disc or hard copy print out.
- 4.3.3** Approximately 90-120 days in advance of inception (or renewal date) the Agency will furnish the successful Respondent with an up-to-date electronic schedule (disc or email) of all active licensees. The Respondent may rely on the addresses provided as licensees are required to notify the Agency of all address changes.
- 4.3.4** Respondent is responsible for mailing required individual certificates to each licensee insured under the group policy within thirty (30) calendar days of inception or renewal as required by Iowa insurance law.
- 4.3.6** Coverage for additional licensees shall be added on a pro-rata basis. The Agency requires the proof of coverage be submitted prior to issuing a new license, reinstating an expired license, or activating an inactive status license. The effective date of coverage will not be later than the date the license is issued.
- 4.3.7** Any licensee who is converting coverage from another carrier to the State program will have an effective date of coverage with this policy, which will coincide with the expiration of the other insurance, only if the application and correct premium have been received by that date. The expiration date will be the expiration date of the current state policy term. Any licensee who is insured and, if applicable, whose license becomes inactive, shall not be charged an additional premium if the license is reinstated during the policy term.
- 4.3.8** The Agency will be responsible for comparing these lists, discs, or e-mailed data, from the successful Respondent, to their own records, to determine if the licensee has furnished the Agency with acceptable proof of the insurance. Licensees who are not meeting licensing requirements are the Agency's responsibility. Steps to be taken by the Agency will be determined by administrative rules.

#### **4.4 Forms**

The Respondent is responsible for developing the following required administrative forms:

- a. A reporting form and/or electronic media file for reporting coverage promptly and accurately to the Agency without any unnecessary duplication of effort. NOTE: To ensure a steady flow of information into the system, the Agency promotes the transmission of information electronically (no facsimile) daily or as needed. The Agency prefers the use of E-mail, but data can be transmitted to the Agency's IBM compatible micro-computer or via a microcomputer supplied to the Agency by the provider.
- b. Necessary notification forms and letters to be sent by the provider to individual licensees. Coverage should be reported promptly sent to the licensee within thirty (30) days of inception or renewal of coverage.

- c. Any reports or forms that must be furnished from provider to the Agency on a regular basis.
- d. Respondent is responsible for providing all licensees with procedures to contact Respondent with any questions regarding coverage and provide a nationwide toll-free phone service.
- e. If requested by the Agency, the provider shall conduct meetings to disseminate information regarding insurance coverage, requirements, changes in administrative procedures, and other topics of concern to the Agency.

#### **4.5 Billing**

Respondent is responsible for administering the billing of all licensees.

- 4.5.1** Respondent is responsible for sending a “billing notice” to each licensee on the schedule provided to them by the Agency. The “billing” must be mailed no later than 105 days in advance of the inception (or renewal) date. A brochure or other educational information developed by the successful Respondent and acceptable to the Agency, must accompany the “billing notice.”
- 4.5.2** Respondent is responsible for sending a reminder “billing notice” via e-mail between the time period of December 1<sup>st</sup> and December 15<sup>th</sup> to all licensees whose e-mail addresses are available that have not applied for and purchased insurance coverage by the date of the reminder notice.
- 4.5.3** The “billing notice” will require that payment be received no later than twenty (20) calendar days in advance of inception, renewal, or when mutually agreed. Licensees that do not comply with the insurance requirement by inception or renewal date are the Agency’s responsibility. Steps to be taken by the Agency will be determined by administrative rules.
- 4.5.4** Respondent is responsible for collecting premiums from each licensee applying for coverage. Each licensee’s premium will be considered fully earned upon the issuance of coverage.
- 4.5.5** Within ten (10) working days of the premium due date, or when mutually agreed, the successful Respondent will submit a list (disc or email data in a compatible format) of insured licensees to the Commission. The report must also provide a list of licensees who have not applied for insurance coverage through them.
- 4.5.6** Enrollment at other than specified group renewal time. Upon receipt of payment, the successful Respondent must provide data timely transmitted electronically (no facsimile) with hard copy to the Agency.

#### **4.6 Marketing**

Respondent is responsible for marketing the program, including development of brochures, advertising, and other educational and marketing information. This material should clearly explain the program, as well as the coverage provided and direct all questions to the administrator of the program, their mailing address, and toll-free number. Educational seminars are suggested.

## SECTION 5      SPECIFICATIONS

### **Overview**

The successful Respondent shall provide the goods and/or services to the State using the Contract in accordance with the specifications as provided in this Section. The Respondent shall address each specification in this Section and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Respondent shall explain how it will comply with the specification. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Respondent. Proposals must identify any deviations from the specifications of this RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

### **5.1 Mandatory Specifications**

All items listed in this section are Mandatory Specifications. Respondents must mark either “**yes**” or “**no**” to each specification in their Proposals. By indicating “yes” a Respondent agrees that it shall comply with that specification throughout the full term of the Contract, if the Respondent is successful. In addition, if specified by the specifications or if the context otherwise requires, the Respondent shall provide references and/or supportive materials to verify the Respondent’s compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Respondent demonstrate the Respondent will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Respondent will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

**5.1.1** Respondent shall have a current A.M. Best rating of A- or better. The insurance carrier must be admitted to do business in the State of Iowa, but need not be an Iowa domiciled carrier.

### **5.2 Scored Technical Specifications**

All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the evaluation committee in accordance with Section 6.

#### **5.2.1 Service Requirements**

Describe how you will accomplish all of the requirements in Section 4.2 include a technical plan for compliance, a time line for compliance, and the respective responsibilities of the real estate broker, the insurance carrier, and the Agency. If any requirement will involve the use of subcontractors, Respondent must disclose the anticipated use of subcontractors and describe how such use may impact Respondent’s performance.

#### **5.2.2 Administration**

Describe in detail how you will administer the program, addressing specifically the items in Section 4.3.

#### **5.2.3 Billing**

Describe how you will handle the billing process.

**5.2.4 Proof of Insurance**

Provide the proposed procedures for handling this format administratively. Clearly identify the responsibilities the Respondent will assume and those that the Agency will be responsible for.

**5.2.5 Specimen Policy**

Please provide a specimen policy.

**5.2.6 Covered Activities**

Describe in detail what is and what is not covered, the nature of all exclusions, and, if applicable, provide additional rate information for optional coverage, such as for an appraisal practice. Further, state whether Respondent is willing to modify the pollution exception to provide protection to licensees who unknowingly conduct the sale of property which is later determined to have impaired the environment.

**5.3 Optional Specifications**

All items listed below are optional, non-mandatory specifications. These specifications will be evaluated and scored in the technical proposal. Cost for optional specifications shall be identified in the cost proposal; however, costs for optional specifications will not be considered in the determination of the cost score.

**5.3.1** Describe any additional services offered which are related to the itemized service requirements, identifying in each instance whether the Agency's use of the additional service will add any special costs to the Agency. **DO NOT INCLUDE COSTS in the Technical Proposal.**



<b>SECTION 6      EVALUATION AND SELECTION</b>
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**6.1 Introduction**

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the State. Agency will not necessarily award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award to the Respondent whose Responsive Proposal the Agency believes will provide the best value to the State.

**6.2 Evaluation Committee**

The Agency will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Agency will use an evaluation committee to review and evaluate the Technical Proposals. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity who must approve the recommendation.

**6.3 Technical Proposal Evaluation and Scoring**

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

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

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

**6.4 Cost Proposal Scoring**

The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any demonstrations. Only prospective Respondents who obtain the minimum score for their Technical Proposal will be considered during the cost evaluation phase of the review process. When a Technical Proposal does not meet the minimum score, the associated Cost Proposal will remain unopened and will be returned to the Respondent upon request after the Lead State issues a Notice of Intent to Award the Contract. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

To assist the Agency in evaluating, Cost Proposals may be evaluated and points awarded as follows:

- 1) The Cost Proposals will be ranked from least to most expensive.
- 2) The least expensive Cost Proposal shall receive the maximum number of points available.
- 3) To determine the number of points to be awarded to all other Cost Proposals, the least expensive Cost Proposal will be used in all cases as the numerator. Each of the other Cost Proposals will be used as the denominator per the example below.

- 4) The percentage will then be multiplied by the maximum number of available points and the resulting number will be the cost points awarded to other compliant Respondents. Percentages and points will be rounded to the nearest whole value.

**Example:**

**Respondent A quotes \$35,000, Respondent B quotes \$45,000, and Respondent C quotes \$65,000.**

Respondent A:  $\frac{\$35,000}{\$35,000}$  = receives 100% of available points on cost.

Respondent B:  $\frac{\$35,000}{\$45,000}$  = receives 78% of available points on cost.

Respondent C:  $\frac{\$35,000}{\$65,000}$  = receives 54% of available points on cost.

**6.5 Total Score**

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

**6.6 Tied Score and Preferences**

**6.6.1** An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Respondents who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

**6.6.2** Notwithstanding the foregoing, if a tied score involves an Iowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied score involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.

**6.6.3** In the event of a tied score between Iowa Respondents, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Respondents have complied with ESGR standards. Preference, in the case of a tied score, shall be given to Iowa Respondents complying with ESGR standards.

**6.6.4** Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.

**6.6.5** Preferences required by applicable statute or rule shall also be applied, where appropriate.

## SECTION 7 CONTRACT TERMS AND CONDITIONS

### 7.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the 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 or the Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Contractor's objection or amendment in writing.

The Contract terms and conditions in this Section 6, the General Terms and Conditions to the extent referenced and linked to on the RFP cover page, and/or any Terms and Conditions attached to and accompanying this RFP as an attachment hereto, will be incorporated into the Contract. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Contractors to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Contractor.

By submitting a Proposal, Contractor acknowledges its acceptance of the terms and conditions of the RFP and the Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Contractor takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or Terms and Conditions language it proposes to include in place of the provision. If Contractor's exceptions or proposed responses materially alter the RFP, or if the Contractor submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

The Agency will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the RFP or Terms and Conditions by Contractor. Once a Proposal has been identified as the one for which an Award recommendation has been made, but prior to notifying Contractors of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the RFP or Terms and Conditions identified in that Proposal. The Agency reserves the right to either award a Contract(s) 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. As such, if any proposed modifications are not determined to be in the best interests of the State, or appear to pose a substantial impediment to reaching agreement, the Agency may, in its sole discretion:

- 7.1.1** Issue a Notice of Intent to Award in favor of the successful Contractor, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Contractor in its Proposal;
- 7.1.2** Issue a Notice of Intent to Award in favor of the successful Contractor, and identify in the Notice proposed modifications to terms and conditions identified by the Contractor in its Proposal with which the agency will or will not agree or further negotiate;

- 7.1.3** Enter open-ended negotiations with the successful Contractor; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Contractor in its Proposal;
- 7.1.4** Change the Agency's recommendation for Award and issue a Notice of Intent to Award to a Contractor whose proposal does not pose as great of a challenge to the Agency.

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

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

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

**7.2.1 Indemnification**

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

**7.2.2 Limitation of Liability**

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

**7.2.3 Jurisdiction and Venue**

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

#### **7.2.4 Confidentiality**

All Iowa state agencies are subject to Iowa public records laws. The State cannot agree to contractual terms that attempt to prevent it from disclosing or disseminating records that constitute public records under Iowa Code chapter 22.

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

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

### **7.3 Special Terms and Conditions**

#### **7.3.1 Term Length**

The Contract shall have an initial term of three (3) years, beginning on the date of contract execution (the “**Effective Date**”). At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of [three (x), not to exceed a total contract term of six (6) years] additional one-year terms. The State will give the Contractor written notice of its intent whether to exercise each option no later than Sixty (60) days before the end of the Contract’s then-current term.

##### **7.3.1.1 Respondent Discounts**

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

##### **7.3.1.2 Prompt Payment Discount**

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

##### **7.3.1.3 Invoices**

Any invoices submitted must comply with applicable rules concerning payment of claims, including but not limited to those set forth at Iowa Administrative Code chapter 11—41.

#### **7.3.2 Insurance**

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

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

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

#### **7.4 Order of Precedence**

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) under a subsection with a heading entitled Special Terms & Conditions; (2) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the RFP cover page the Contract; (3) if neither the General Terms and Conditions for Service Contracts or Goods Contracts are linked to on the RFP cover page, any terms and conditions attached to and accompanying this RFP as attachment 5 (Terms and Conditions); and (4) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) set forth under a subsection with a title other than Special Terms & Conditions.

**Attachment # 1**  
**Certification Letter**

**Alterations to this document are prohibited, see section 2.14.14.**

[Date]

Kathy Harper, Issuing Officer  
Iowa Department of Administrative Services  
Hoover State Office Building, Level 3  
1305 East Walnut Street  
Des Moines, IA 50319

Re: RFP 0620217079 - PROPOSAL CERTIFICATIONS

Dear Kathy:

I certify that the contents of the Proposal submitted on behalf of **[Name of Respondent]**\_\_\_\_\_ (Respondent) in response to Iowa Department of Administrative Services for RFP 0620217079 for Group Errors and Omissions Insurance are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

**Certification of Independence**

I certify that I am a representative of Respondent expressly authorized to make the following certifications in behalf of Respondent. By submitting a Proposal in response to the RFP, I certify in behalf of the Respondent the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other Respondent or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Respondent to induce any other Respondent to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Respondent and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

**Certification Regarding Debarment**

6. I certify that, to the best of my knowledge, neither Respondent nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d)

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

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

**Certification Regarding Registration, Collection, and Remission of Sales and Use Tax**

- 7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(4) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Respondents to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the (RFP), the Respondent certifies the following: (check the applicable box)

- Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 423*; or
- Respondent is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48)(2016)*.

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

Sincerely,

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name and Title of Authorized Representative**

\_\_\_\_\_  
**Date**



**Attachment #2**  
**Authorization to Release Information Letter**  
**Alterations to this document are prohibited, see section 2.14.14.**

**[Date]**

Kathy Harper, Issuing Officer  
Iowa Department of Administrative Services  
Hoover State Office Building, Level 3  
1305 East Walnut Street  
Des Moines, IA 50319

Re: **RFP 0620217079** - AUTHORIZATION TO RELEASE INFORMATION

Dear Kathy:

**[Name of Respondent]** \_\_\_\_\_ **(Respondent)** hereby authorizes the Iowa Department of Administrative Services ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to **RFP 0620217079**.

The Respondent acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Respondent acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Respondent is willing to take that risk.

The Respondent hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to the RFP.

The Respondent authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Proposal submitted in response to RFP.

The Respondent further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Respondent's Proposal. The Respondent hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Respondent that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name and Title of Authorized Representative**

\_\_\_\_\_  
**Date**

**Attachment #3**  
**Form 22 – Request for Confidentiality**  
**SUBMISSION OF THIS FORM 22 IS REQUIRED**

***THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. THIS FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.***

**1. Confidential Treatment Is Not Requested**

A Respondent not requesting confidential treatment of information contained in its Proposal shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Proposal.

**2. Confidential Treatment of Information is Requested**

A Respondent requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Respondent believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Respondent to respond to inquiries by the Agency concerning the confidential status of such information.

**The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP.** The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Proposal as possible.

**Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to pricing information and transmittal letters. A Respondent’s request for confidentiality that does not comply with this form or a Respondent’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Respondent’s Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.**

If Agency receives a request for information that Respondent has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If Respondent fails to do so, Agency may release the information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Respondent fails to comply with the request process set forth herein, if Respondent’s request for confidentiality is unreasonable, or if Respondent rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

**Part 1 – No Confidential Information Provided**

**Confidential Treatment Is Not Requested**

Respondent acknowledges that proposal response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this proposal response.

This Form must be signed by the individual who signed the Respondent’s Proposal. The Respondent shall place this Form completed and signed in its Proposal.

- ***Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.***

_____	_____	_____
Company	RFP Number	RFP Title
_____	_____	_____
Signature (required)	Title	Date

*(Proceed to the next page only if Confidential Treatment is requested.)*

**Part 2 - Confidential Treatment is Requested**

**The below information is to be completed and signed ONLY if Respondent is requesting confidential treatment of any information submitted in its Proposal.**

**NOTE:**

- **Completion of this Form is the sole means of requesting confidential treatment.**
- **A RESPONDENT MAY NOT REQUEST PRICING INFORMATION IN PROPOSALS BE HELD IN CONFIDENCE.**

Completion of the Form and Agency’s acceptance of Respondent’s submission does not guarantee the agency will grant Respondent’s request for confidentiality. The Agency may reject Respondent’s Proposal entirely in the event Respondent requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

**Please provide the information in the table below. Respondent may add additional lines if necessary or add additional pages using the same format as the table below.**

RFP Section:	Respondent must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Respondent must justify why the information should be kept in confidence.	Respondent must explain why disclosure of the information would not be in the best interest of the public.	Respondent must provide the name, address, telephone, and email for the person at Respondent’s organization authorized to respond to inquiries by the Agency concerning the status of confidential information.

This Form must be signed by the individual who signed the Respondent’s Proposal. The Respondent shall place this Form completed and signed in its Proposal. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

- ***If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Respondent’s submittal to request confidentiality or rejection of the Proposal as being non-responsive.***
- ***Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal. If signing this Part 2, do not complete Part 1.***

\_\_\_\_\_  
Company

\_\_\_\_\_  
RFP Number

\_\_\_\_\_  
RFP Title

\_\_\_\_\_  
Signature (required)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment #4  
Response Check List**

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
<b>Technical Proposal</b>			
Public Copy			
3. Transmittal Letter			
3. Executive Summary (Signed)			
3. Specifications			
3. Respondent Background Information			
3. Experience			
3. Personnel			
3. Financial Information			
3. Terminations			
3. Acceptance of Terms and Conditions			
3. Certification Letter			
3. Authorization to Release Information			
3. Firm Proposal Terms			
5. Mandatory Specifications			
5. Scored Technical Specifications			
5. Optional Specifications			
Form 22 – Request for Confidentiality			
<b>COST PROPOSAL</b> (submitted as a separate file)			

**ATTACHMENT #5**

**Cost Proposal**

Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

<b>Deliverable Item</b>	<b>Firm US Dollars</b>
<b>TOTAL COST:</b>	