**Request for Proposal**

**RFP Cover Sheet**

**Administrative Information:**

|  |  |  |  |
| --- | --- | --- | --- |
| **TITLE OF RFP:**  | **IT Services Managed Service Provider** | **RFP Number:** | **RFP1211005024** |
| **Agency:** | **Department of Administrative Services (DAS)** |
| **State seeks to purchase:** | Goal is to obtain and implement a statewide IT Services contract per Executive Order EO20. It is anticipated that a contract will be awarded to a vendor to act as a Managed Service Provider for State agencies and other entities who require temporary IT staff augmentation. | **Available to Political Subdivisions?** | **yes** |
| **Number of mos. or yrs. of the initial term of the contract:** | 2 years | **Number of possible annual extensions:** | 4 |
| **Initial Contract term beginning:** | (Date): March 15, 2011 | **Ending:**  | (Date): March 14, 2012 |
| **State Issuing Officer:** |
| Name: Ken Discher CPPB |
| Phone: 515-281-6380 Fax: 515-725-0133 E-mail: ken.discher@iowa.gov |
| Mailing Address: Iowa Department of Administrative ServicesHoover State Office Building, Level A1305 East Walnut StreetDes Moines, IA 50319-0105 |
| **PROCUREMENT TIMETABLE—Event or Action:** | **Date/Time (Central Time):** |
| State Posts Notice of RFP on TSB website | **December 2, 2010** |
| State Issues RFP  | **December 7, 2010** |
|  |
| Vendors submit an Intent to Bid document (optional, not required) | **December 16, 2010** |
|  |
| Pre-Proposal Conference Location and Address: Hoover Building, Level A-Room 6  1305 E. Walnut St.  Des Moines, IA 50319Is Pre-Proposal Conference mandatory? No If a map is needed, contact the Issuing Officer.  |  **December 13, 2010** **2 – 3 PM (CST)** |
| RFP written questions, requests for clarification, and suggested changes from Contractors due: Agency’s written response to RFP questions, requests for clarifications and suggested changes due: | **December 21, 2010****January 6, 2011** |
| Proposals Due: | **January 25, 2011** **3 PM (CST)** |
| Estimated Date to issue Notice of Intent to Award: | **February 14, 2011** |
| Estimated Date to execute contract: | **March 15, 2011** |
| **Relevant Websites:** | **Web-address:** |
| Internet website where Addenda to this RFP will be posted: | [**http://bidopportunities.iowa.gov/**](http://bidopportunities.iowa.gov/) |
| Internet website where contract terms and conditions are posted: | http://das.gse.iowa.gov/terms\_services.pdf  |
| Number of Copies of Proposals Required to be Submitted: | **(2) originals (paper), (1) CD of Technical, (1) CD of Cost** |
| Firm Proposal TermsPer Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:  | **120 days**  |

**Table of Contents**

1. **INTRODUCTION**
	1. **Purpose**
	2. **Definitions**
	3. **Overview of the RFP Process**
	4. **Background Information**
2. **ADMINISTRATIVE INFORMATION**
	1. **Issuing Officer**
	2. **Restriction on Communication**
	3. **Downloading the RFP from the Internet**
	4. **Procurement Timetable**
	5. **Pre-Proposal Conference**
	6. **Questions, Requests for Clarification and Suggested Changes**
	7. **Amendment to RFP**
	8. **Amendment and Withdrawal of Proposal**
	9. **Submissions of Proposals**
	10. **Proposal Opening**
	11. **Costs of Preparing the Proposal**
	12. **No Commitment to Contract**
	13. **Rejection of Proposals**
	14. **Nonmaterial Variances**
	15. **Reference Checks**
	16. **Information from Other Sources**
	17. **Verification of Proposal Contents**
	18. **Proposal Clarification Process**
	19. **Disposition of Proposals**
	20. **Public Records and Requests for Confidential Treatment**
	21. **Copyright Permission**
	22. **Release of Claims**
	23. **Contractor Presentations**
	24. **Evaluation of Proposals Submitted**
	25. **Award Notice and Acceptance Period**
	26. **No Contract Rights until Execution**
	27. **Choice of Law and Forum**
	28. **Restrictions on Gifts and Activities**
	29. **No Minimum Guaranteed**
	30. **Appeals**

1. **FORM AND CONTENT OF PROPOSALS**
	1. **Instructions**
	2. **Technical Proposal**
	3. **Cost Proposal**
2. **SPECIFICATIONS AND TECHNICAL REQUIREMENTS**
	1. **Overview**
	2. **Mandatory (Pass/Fail) Technical Requirements**
	3. **Mandatory Scored Technical Requirements**
	4. **Optional Requirements**
3. **EVALUATION AND SELECTION**
	1. **Introduction**
	2. **Evaluation Committee**
	3. **Overview of Evaluation**
	4. **Evaluation Criteria**
4. **CONTRACTUAL TERMS AND CONDITIONS**
	1. **Contract Terms and Conditions**
	2. **Special Terms**
	3. **Contract Length**
	4. **Insurance**
	5. **Performance Security**
	6. **Quarterly Report**
	7. **Administrative Fee**

**Attachment 1 – Certification Letter**

**Attachment 2 – Authorization to Release Information Letter**

**Attachment 3 – Check List of Submittals**

**Attachment 4 – Cost Proposal Form**

SECTION 1 INTRODUCTION

* 1. **Purpose**

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Contractors to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 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 approximate 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. **Definitions**

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

* + 1. **“Proposal”** means the Contractor’s proposal submitted in response to the RFP.
		2. **“Contract”** means the contract(s) entered into with the successful Contractor(s) as described in Section 6.1.
		3. **“Contractor”** means a vendor submitting Proposals in response to this RFP.
		4. **“Agency” m**eans the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.

* + 1. **“Request for Resumes (RFR)”** means the process by which the State documents requirements for temporary information technology staffing.
		2. **“Responsible Contractor”** means a Contractor that has the capability in all respects to perform the requirements of the Contract. In determining whether a Contractor is a Responsible Contractor, the Agency may consider various factors including, but not limited to, the Contractor’s competence and qualifications to provide the goods or services requested, the Contractor’s integrity and reliability, the past performance of the Contractor and the best interest of the Agency and the State.
		3. **“Responsive Proposal”** means a Proposal that complies with the material provisions of this RFP.
		4. **“RFP”** means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.
		5. **“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.
		6. “Vendor Management System (VMS)” means a**n** Internet-enabled, often Web-based application that acts as a mechanism for business to manage and procure staffing services – temporary, and, in some cases, permanent placement services – as well as outside contract or contingent labor. Typical features of a VMS application include order distribution, consolidated billing and significant enhancements in reporting capability that outperforms manual systems and processes.
	1. **Overview of the RFP Process**

Contractors will be required to submit their Proposals in hardcopy and on CD-ROM. It is the Agency’s intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

* 1. **Background Information**

This RFP is designed to provide Contractors 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 Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

BACKGROUND – IT SERVICES

The many agencies and entities of the State of Iowa have ongoing needs to contract for temporary IT staff augmentation for various projects, such as programming, software implementation, interim assistance while FT staff are replaced, project completion or assistance, workload relief, and the like. Currently such temporary staff augmentation is obtained through the State’s ITQ process, in which agencies provide information to up to 80 vendors on their staff augmentation needs. The vendors then bid on the opportunities, providing resumes and hourly rates to the agency. Other means may also be used by agencies to obtain staff augmentation such as through an RFP or RFQ process. The governor’s Executive Order EO20 directs DAS to negotiate a statewide IT Technology Services contract with the intention through a competitive bid process to select one vendor to provide needed services, resulting in significant overall cost savings to the State.

A multi-agency committee has been formed to gather information and develop an RFP to obtain a state IT Technology Services contract. The State estimates approximately $20 million is spent annually on IT Staff augmentation and it is anticipated that the contractor selected will save the State considerable costs through the RFP competitive bid process. The selected contractor, in its’ role as a Vendor Management Service Provider, will provide agencies needing IT staff augmentation with resumes of qualified candidates at rates contracted for in advance through the RFP bid and negotiation process. The contractor would be expected to work with multiple vendors that provide IT staff augmentation services (sub-contracting relationship) in order to obtain and provide to the State significant and qualified pools of prospective IT temporary staff. DAS intends to establish this contract as a mandatory contract that State agencies will be required to utilize.

Significant Objectives of the RFP Include:

-Maintain or exceed current service and quality levels

-Obtain hourly rates that provide significant savings to the State over previous hourly rates paid for comparable services

 -Provide increased flexibility and ease of use for agencies and entities in need of IT augmentation services

-Through selection of a Vendor Management Service Provider, provide a high level of service, quality and competitive rates resulting in a high percentage of State agency and government entities using the services

**1.5** PROJECT OVERVIEW

The State of Iowa intends to select a qualified Contractor to implement and operate a vendor management system solution. Although it is the intent of the State that this will be the primary vehicle for temporary IT staffing for the State, this is not an exclusive contract. The State’s current business volumes for temporary IT staff run about $20 million annually for approximately 100 temporary IT staff. These volumes vary and are not guaranteed for the contract.

**1.6** SCOPE OF WORK

The Scope of Work calls for the Contractor to:

1. Implement and operate a vendor management system solution which meets all the functional and technical requirements identified in this RFP.
2. Provide a Staffing Vendor Management Services (VMS) through a VMS web application.
3. Actively work with the State throughout the entire contract term to identify ways to reduce the costs of current and future temporary IT staff while improving the quality of the temporary IT staff provided via the VMS contract.
4. Provide a single point of acquiring temporary Information Technology (IT) personnel to staff temporary information technology positions and manage those positions. It is required that the contractor have twenty (20) or more subcontractor firms from which to draw talent. The State will not set a maximum limit on the number of subcontractor firms.
5. Provide one accurate invoice per month per agency (or as designated on the RFR) for all temporary Information Technology (IT) personnel under the contract.
6. Develop a working partnership with State staff, vendors and current Information Technology Contract staff.
7. Provide continual operations and support of the VMS system which meets all the functional and technical requirements identified in this RFP.
	1. PROJECT APPROACH

The Bidder is expected to propose an overall approach and methodology that will best meet the needs of the project, as defined by the RFP. The State is open to innovative approaches that will best take advantage of a VMS system. The State’s current business volumes for temporary IT staff run about $20 million annually for approximately 100 temporary IT staff. These volumes vary and are not guaranteed for the contract.

SECTION 2 ADMINISTRATIVE INFORMATION

* 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.

* 1. **Restriction on Communication**

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Contractors 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. Contractors may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

* 1. **Downloading the RFP from the Internet**

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

* 1. **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 Contractor submissions, the Agency will issue an addendum to the RFP.

* 1. **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 Contractors the work to be performed and allow prospective Contractors 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 Contractors who submit a letter of intent to bid and will be posted in the form of an addendum at:

<http://bidopportunities.iowa.gov/>.

* 1. **Questions, Requests for Clarification, and Suggested Changes**

 Contractors are invited to submit written questions and requests for clarifications regarding the RFP. Contractors may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer 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, Contractor shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions will be received from Contractors 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.

* 1. **Amendment to the RFP**

The Agency reserves the right to amend the RFP at any time using an addendum. The Contractor 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 Contractors to amend their Proposals in response to the addendum.

* 1. **Amendment and Withdrawal of Proposal**

The Contractor 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 Contractor and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Contractors must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

* 1. **Submission of Proposals**

 The Agency must receive the Proposal at the Issuing Officer’s address identified on the RFP cover sheet before the “Proposals Due” date and time listed on the RFP cover sheet. **This is a mandatory requirement and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Contractor.** Contractors mailing Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Contractor’s responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

 Contractors must furnish all information necessary to enable the Agency to evaluate the Proposal. Proposals that fail to meet the mandatory requirements of the RFP will be rejected. Oral information provided by the Contractor shall not be considered part of the Contractor's Proposal unless it is reduced to writing.

* 1. **Proposal Opening**

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

* 1. **Costs of Preparing the Proposal**

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

* 1. **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.

* 1. **Rejection of Proposals**

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

* + 1. The Contractor fails to deliver the cost proposal in a separate envelope.
		2. The Contractor acknowledges that a mandatory requirement of the RFP cannot be met.
		3. The Contractor's Proposal changes a material requirement of the RFP or the Proposal is not compliant with the mandatory requirements of the RFP.
		4. The Contractor’s Proposal limits the rights of the Agency.
		5. The Contractor fails to include information necessary to substantiate that it will be able to meet a requirement of the RFP as provided in Section 3 of the RFP.
		6. The Contractor fails to timely respond to the Agency's request for information, documents, or references.
		7. The Contractor fails to include proposal security, if required.
		8. The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
		9. The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.
		10. The Contractor initiates unauthorized contact regarding the RFP with state employees.
		11. The Contractor provides misleading or inaccurate responses.
		12. The Contractor’s Proposal is materially unbalanced.
		13. There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsive Contractor.
		14. The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
	1. **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, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Contractors, 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 Contractor from full compliance with RFP specifications or other Contract requirements if the Contractor is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

* 1. **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 Contractor’s qualifications and the qualifications of any subcontractor identified in the Proposal.

* 1. **Information from Other Sources**

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

* 1. **Verification of Proposal Contents**

 The content of a Proposal submitted by a Contractor 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.

* 1. **Proposal Clarification Process**

The Agency reserves the right to contact a Contractor 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 Contractor has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Contractor’s Proposal. The Agency will not consider information received from or through Contractor if the information materially alters the content of the Proposal or the type of goods and/or services the Contractor is offering to the Agency. An individual authorized to legally bind the Contractor 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.

* 1. **Disposition of Proposals**

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

* 1. **Public Records and Requests for Confidential Treatment**

The Agency will treat all information submitted by a Contractor as public records unless the Contractor properly requests that specific parts of the Proposal be treated as confidential at the time of submitting the Proposal. The Agency’s release of public records is governed by *Iowa Code chapter 22.* Contractors 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.

Any request for confidential treatment of specific information must be included in the transmittal letter with the Contractor’s Proposal. In addition, the Contractor must enumerate the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. Pricing information cannot be considered confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Contractor to respond to any inquiries by the Agency concerning the confidential status of the materials.

Any Proposal submitted which contains information for which Contractor is requesting Confidential treatment must be conspicuously marked by the Contractor on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. **Failure to properly identify specific information as confidential shall relieve Agency or State personnel from any responsibility if confidential information is viewed by the public or a competitor, or is in any way released. If Contractor indentifies its entire Proposal as confidential, the Agency may reject the Proposal as non-responsive.**

 If the Contractor designates any portion of its Proposal as confidential, the Contractor must submit a copy labeled “Public Copy” from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in Section 3 of this RFP. 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.

 If Agency receives a request for information that includes information Contractor has marked as confidential, Agency will give written notice to the Contractor at least seven calendar days prior to the release of the information to allow the Contractor to seek injunctive relief pursuant to *Section 22.8* of the *Iowa Code*. After seven calendar days, the Agency will release the information marked confidential unless a court of competent jurisdiction determines the information is confidential under *Iowa Code Chapter 22* or other applicable law.

 The Contractor’s failure to request confidential treatment of material will be deemed a waiver of any right to confidentiality the Contractor may have had.

* 1. **Copyright Permission**

 By submitting a Proposal, the Contractor 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 Contractor 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.

* 1. **Release of Claims**

 By submitting a Proposal, the Contractor 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 Contractor with pertinent information in this RFP.

* 1. Contractor Presentations

 Contractors may be required to make a presentation.

The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Contractor to illustrate the Contractor’s Proposal. The presentation shall not materially change the information contained in the Proposal.

* 1. **Evaluation of Proposals Submitted**

 Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Contractor offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Contractor(s) whose Responsive Proposal the agency believes will provide the best value to the Agency and the State.

* 1. **Award Notice and Acceptance Period**

 Notice of Intent to Award the Contract(s) will be sent to all Contractors 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 Contractor 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 Contractor the Agency believes will provide the best value to the State.

* 1. **No Contract Rights until Execution**

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

* 1. **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. Contractors 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.

* 1. **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. Contractors 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.

* 1. **No Minimum Guaranteed**

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

* 1. **Appeals**

 Appeals of the Notice of Intent to Award are governed by the Agency’s vendor appeal process. Contractors may obtain information about the appeal process from the Issuing Officer and Iowa Administrative Code chapter 11-105.

SECTION 3 FORM AND CONTENT OF PROPOSALS

* 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.

* + 1. The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope.

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 and placed in separate sealed envelopes. The envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

**RFP Number:** **RFP1211005024 RFP Title: IT Services Managed Service Provider**

**Ken Discher CPPB**

**Iowa Department of Administrative Services
Hoover State Office Building, Level A
1305 East Walnut Street
Des Moines, IA 50319-0105**

 ***[Contractor's Name and Address]***

The Agency shall not be responsible for misdirected packages or premature opening of Proposals if a Proposal is not properly labeled.

* + 1. Two (2) originals (paper), and one (1) electronic copy, of both the technical and the cost parts of the Proposal, each in a sealed envelope, shall be timely submitted to the Issuing Officer. One (1) CD should be submitted for the technical portion of the proposal and one (1) separate CD submitted for the cost proposal portion.
		2. If the Contractor designates any information in its Proposal as confidential pursuant to Section 2, the Contractor must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked “Public Copy”.
		3. Proposals shall not contain promotional or display materials.
		4. Attachments shall be referenced in the Proposal.
		5. If a Contractor proposes more than one solution to the RFP requirements, each shall be labeled and submitted separately and each will be evaluated separately.
	1. **Technical Proposal**

The following documents and responses shall be included in the Technical Proposal in the order given below:

* + 1. **Transmittal Letter (Required)**

An individual authorized to legally bind the Contractor shall sign the transmittal letter. The letter shall include the Contractor’s mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.

* + 1. **Table of Contents**

 The Contractor shall include a table of contents of its Proposal and submit the check list of submittals per Attachment # 3.

* + 1. **Executive Summary**

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

* + - 1. Statements that demonstrate that the Contractor has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6.
			2. An overview of the Contractor’s plans for complying with the requirements of this RFP.
			3. Any other summary information the Contractor deems to be pertinent.
		1. **Specifications and Technical Requirements**

 The Contractor shall answer whether or not it will comply with each requirement in Section 4 of the RFP. Where the context requires more than a yes or no answer or the specific requirement so indicates, Contractor shall explain how it will comply with the requirement. Merely repeating the Section 4 requirements may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the requirements of the RFP or requirements the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the requirement(s) of this section, the Agency may reject the Proposal.

* + 1. **Vendor Background Information**

 The Contractor shall provide the following general background information:

* + - 1. Does your state have a preference for instate vendors? Yes or No If yes, please include the details of the preference.
			2. Name, address, telephone number, fax number and e-mail address of the Contractor including all d/b/a’s or assumed names or other operating names of the Contractor including local office addresses and phone numbers.
			3. Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.
			4. State of incorporation, state of formation, or state of organization.
			5. The location(s) including address and telephone numbers of the offices and other facilities that relate to the Contractor’s performance under the terms of this RFP.
			6. Number of employees.
			7. Type of business.
			8. Name, address, telephone number and email address of the Contractor’s representative to contact regarding all contractual and technical matters concerning the Proposal.
			9. Name, address, telephone number and email address of the Contractor’s representative to contact regarding scheduling and other arrangements.
			10. Contractor’s accounting firm.
			11. The successful Contractor will be required to register to do business in Iowa before payments can be made.

For vendor registration documents, go to: <http://das.gse.iowa.gov/procurement/vendor_reg.html>

* + 1. **Experience**

 The Contractor must provide the following information regarding its experience:

* + - 1. Number of years in business.
			2. Number of years experience with providing the types of goods and/or services sought by the RFP.
			3. The level of technical experience in providing the types of goods and/or services sought by the RFP.
			4. Letters of reference from three (3) previous customers or clients knowledgeable of the Contractor’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.
		1. **Personnel**

 The Contractor must provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP. (The State is NOT seeking resumes for staff augmentation staff. Rather, the State seeks the resumes of the Contractor personnel serving as executives and project managers in relation to this RFP.) The following information must be included in the resumes:

* + - 1. Full name
			2. Education
			3. Years of experience and employment history particularly as it relates to the requirements of the RFP
		1. **Financial Information**

 The Contractor must provide the following financial information

* + - 1. Audited financial statements for the last 3 years
			2. A minimum of three (3) financial references
		1. **Termination, Litigation, Debarment**

The Contractor must provide the following information for the past five (5) years (The information must be submitted and will be scored as a Mandatory Requirement – Pass/Fail):

* + - 1. Has the Contractor had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
			2. Describe any damages or penalties assessed against or dispute resolution settlements entered into by Contractor 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. Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity.
			4. A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party.
			5. Any irregularities discovered in any of the accounts maintained by the Contractor 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 Contractor. Contractor 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 Contractor, following execution of the Contract.

* + 1. **Criminal History and Background Investigation**

The Contractor hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Contractor, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract.

* + 1. **Acceptance of Terms and Conditions**

 The Contractor shall specifically agree that by submitting the Proposal, the Contractor is accepting all terms and conditions stated in the RFP. However, if the Contractor objects to any term or condition, the Contractor must specifically refer to the RFP page and section number and provide the reason for the objection. Objections or responses that materially alter the RFP may be deemed non-responsive and result in rejection of the Proposal.

* + 1. **Certification Letter**

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

* + 1. **Authorization to Release Information**

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

* + 1. **Firm Proposal Terms**

 The Contractor 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 120 days following the deadline for submitting Proposals.

* 1. **Cost Proposal**

The Contractor shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services. See Attachment 4.

SECTION 4 SPECIFICATIONS AND TECHNICAL REQUIREMENTS

* 1. **Overview**

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

There are three types of requirement addressed in these specifications:

* Mandatory (pass/fail) Requirements: A Contractor must be able to satisfy all these requirements to be deemed a Responsible Contractor.
* Scored Mandatory Technical Requirements: Proposals which pass the Mandatory Requirements review will be reviewed by the evaluation committee and scored in accordance with the evaluation criteria described in Section 5. Compliance with the Scored Technical Requirements is also mandatory.
* Optional Scored Requirements: These are scored non-mandatory requirements the Agency may be interested in having.
	1. **Mandatory (Pass/Fail) Technical Requirements**

All items listed in this section are Mandatory Requirements. A pass/fail evaluation will be utilized for these requirements. Contractors must mark either **“yes” or “no”** to each of the requirements in Section 4.2 in their Proposals. By indicating “yes” a Contractor agrees that it shall comply with that requirement throughout the full term of the Contract, if the Contractor is successful. In addition, if specified by the requirements or if the context otherwise requires, the Contractor shall provide references and/or supportive materials to verify the Contractor’s compliance with the requirement. The Agency shall have the right to determine whether the supportive information and materials submitted by the Contractor demonstrate that the Contractor will be able to comply with the Mandatory Requirements. If the Agency determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Requirements, the Agency may reject the Proposal.

|  |  |  |
| --- | --- | --- |
| **Req #** | **Requirement** | **Required Response: Yes/No** |
| MPF - 1 | The Contractor must describe the on-boarding and off-boarding process and procedure used with its subcontractor firms.  | MANDATORY PASS/FAIL |
|  Response: |
| MPF – 2 | The Contractor must clearly explain the VMS service fee as a fixed percentage rate per labor hour. The fee charged by the Contractor for VMS services cannot be changed during the first 24 months of the contract. The fee will be added to the hourly rate for each temporary IT staff at the time of invoicing. This fee will be paid by the State and must not be charged to the subcontractor firms. All costs related to the VMS Contractor services (including installation and implementation costs) and VMS software must be covered in the per hour VMS service fee. Six Months prior to the expiration of the initial contract period and any of the subsequent renewals the contractor must notify the State of any proposed VMS service fee increase for the up-coming optional renewal period. At that time the State will accept, recommend modification or reject the proposed adjustment. At such time the State may elect to solicit proposals for a replacement contract. The VMS Contractor is required to cooperate as directed by the State during the transition at the end of the contract renewals. | MANDATORY PASS/FAIL  |
|  Response: |
| MPF - 3 | Candidates selected by the State must have a completed background check prior to the beginning of their engagement. Background check fees must be provided as part of this RFP response in Cost Schedule One. The Contractor should describe how the proposed background check meets or exceeds the State’s requirements and how much time these normally take. Once State selects a candidate, contractor must agree to do necessary background checks, obtain new candidate signatures on confidentiality, parking and any other needed State forms, as well as any other related preparatory tasks. | MANDATORY PASS/FAIL   |
|  Response: |
| MPF – 4  | The contract will allow for posting of titles and descriptions by the State at the time each RFR is issued. The contractor must provide candidates and bill rates through a competitive process within the contractor’s associated subcontractor firms using the following process:Once the title and description are established by the State in the VMS web application the State expects the contractor will be able to provide between (3) and (20) qualified candidates (each State agency may adjust the requested number of qualified candidates with each RFR). Quoted rates shall be inclusive of all travel and living expenses unless indicated otherwise. The State will evaluate the candidate’s cost and skills. (The requirements for # of candidates may be adjusted by the State over time as the State works with the vendor providing the services.) The process must assure competition among qualified candidates such that the State obtains the skills required at the best available cost. If the State is not satisfied with the candidate pool the State will either reissue the RFR or request additional resumes.Actual travel expenses may be billed, on an exception basis, when specifically authorized as part of an individual Request for Resume (RFR). In such cases the quoted rates must not include travel and living expenses. Actual travel expenses will not exceed the limits identified in individual RFRs. Project size, skill requirements, and funding are the determining factors for assignment length.  | MANDATORY PASS/FAIL |
|  Response: |
| MPF - 5 | The Contractor will provide qualified candidate resumes. Resumes should address each of the required and preferred requirements identified on the RFR. Resumes shall include, at a minimum:1. Candidate name
2. Career Summary
3. Professional / Work Experience for each job, including:
4. Month and year of employment (begin and end dates), company name, City, State, position title, explanation of each job and responsibilities, supervisory skills, accomplishments, promotions, expertise
5. Education and Training, including:

a. Educational Degree, (year started and completed)b. Training courses or Seminar name, indicate date and school providing training5. Certifications or Licenses held: indicate date and whether active or inactive 6. Affiliations and professional organizations7. Awards: professional onlyRefer References: When requested by State Contractor will provide at least three (3) job-related references who can attest to the competence and skill level of the candidate to include name, address, email address and telephone number of Reference.  | MANDATORY PASS/FAIL |
|  Response:  |
| MPF – 6 | Upon award, the Contractor will train up to four (4) system administrators and up to 40 State personnel on using their vendor management system and formalize the sourcing, billing, and administrative services relationship. Initial training will be conducted on-site in Des Moines, Iowa. The Contractor must supply Computer Based Training (CBT) or training manuals for new users or for follow-up training. Over time while contract is in effect additional training classes may be required.  | MANDATORY PASS/FAIL |
|  Response: |
| MPF - 7 |  The Contractor will provide business hours help desk support (Monday through Friday 8:00 a.m. to 5:00 p.m.) for the application (based on the Central Time zone). Any user of the system will be allowed to contact the help desk.  | MANDATORY PASS/FAIL |
|  Response: |
| MPF – 8 | The Contractor must report in writing any performance related issues with temporary IT staff that could have an adverse impact on the duties being performed. | MANDATORY PASS/FAIL |
|  Response: |
| MPF – 9 | The Contractor is responsible for any expenses associated with payroll, including but not limited to, FICA, benefits, retirement, unemployment, travel expenses (unless authorized) and worker’s compensation.  | MANDATORY PASS/FAIL |
|  Response: |
|  MPF – 10  | The Contractor must report any disciplinary action, misdemeanor or felony convictions to the State for any temporary IT staff provided.  | MANDATORY PASS/FAIL |
|  Response: |
| MPF – 11  | The Contractor will make note of any consultants to the State who have been deemed unacceptable by a State entity, and will maintain a list of unacceptable consultants available for State review.  | MANDATORY PASS/FAIL  |
|  Response: |
| MPF - 12 | The State shall be allowed to make full-time employment offers to hire temporary IT staff. All fees would stop if a conversion to full-time State employment occurs.  | MANDATORY PASS/FAIL  |
|  Response: |
| MPF – 13 | Under normal circumstances the State will provide two weeks notice before ending a consultant engagement. However, the State reserves the right to remove any consultant from the work site at anytime for any reason with or without notice to the Contractor.  | MANDATORY PASS/FAIL  |
|  Response: |
| MPF – 14 | VMS web application must have the ability to list subcontractor firms supplying temporary IT staff and the names of those staff. | MANDATORY PASS/FAIL  |
|  Response: |
| MPF – 15 | Selected candidates will be required to sign and adhere to the State and Agency policies and procedures (e.g., Confidentiality policies and procedures, Acceptable Use policy and procedure, IRS, HIPAA, etc.) | MANDATORY PASS/FAIL  |
|  Response: |
| MPF – 16 | The Contractor must agree that the State will pay the same rate for all hours worked.  | MANDATORY PASS/FAIL  |
|  Response: |
| MPF – 17 | The Contractor must agree to the following maximum response times when providing State requested candidate resumes: Normal: Two weeks; In some cases, State may require an expedited response. | MANDATORY PASS/FAIL  |
|  Response: |
| MPF – 18 | An electronic application process is required. Contractor should briefly describe the process they will use. | MANDATORY PASS/FAIL  |
|  Response: |  |
| MPF – 19 |  The State will approve in advance candidate work that is off-site or conducted remotely. | MANDATORY PASS/FAIL  |
|  Response: |
| MPF – 20 | Contractor will only provide candidates eligible to work in the United States. (The State will not sponsor visas for candidates under this contract.). Verification for individual candidates may be requested. | MANDATORY PASS/FAIL  |
|  Response: |

VMS SYSTEM TECHNICAL REQUIREMENTS

The following requirements describe what is needed to support the Vendor Management Services System.

|  |  |  |
| --- | --- | --- |
| **Req #** | **Requirement** | **Required Response: Yes/No** |
| MPF – 21 | The Contractor must have a system redundancy plan that will include a Disaster Recovery Plan (DRP). The DRP must include the response time to restore the system in the event of a failure of the primary system as well as a scheduled system backup process to protect data.  | MANDATORY PASS/FAIL  |
|  Response: |
| MPF - 22 | The Contractor must report actual system availability and response times to the State quarterly. | MANDATORY PASS/FAIL  |
|  Response: |
| MPF - 23 | The VMS system must have the ability to designate roles, security and update users of the system.  | MANDATORY PASS/FAIL  |
|  Response: |
| MPF - 24 | The VMS system must have the ability to generate email enabled notices as part of the work flow, preferably with links that take the recipient directly to the relevant page in the system.  | MANDATORY PASS/FAIL  |
|  Response: |
| MPF - 25 | The VMS system must have the ability for State agencies to post temporary IT staffing requirements using the system.  | MANDATORY PASS/FAIL  |
|  Response: |
| MPF – 26 | Primary VMS system usage will be M-F, 7AM – 6PM, however, it is expected that the system will be available at all times other than reasonable down times allowed for maintenance. Maintenance windows will be negotiated with the State but cannot be during normal usage hours. | MANDATORY PASS/FAIL  |
|  Response: |
| MPF – 27 | The VMS system must have the ability to perform partial name searches on current and historical (e.g. IT consultant, vendor) data using a proven pneumonic or phonetic algorithm.  | MANDATORY PASS/FAIL  |
|  Response: |
| MPF – 28  | The VMS web-based system must continue to be accessible through industry standard browsers. The Contractor should describe the browsers currently capable of accessing the proposed solution and their commitment to provide current industry standard browsers. | MANDATORY PASS/FAIL  |
|  Response: |
| MPF - 29 | The VMS system must comply with the “State of Iowa Web Page Best Practice: Accessibility” requirements. Document attached with RFP. | MANDATORY PASS/FAIL  |
|  Response: |

* 1. **Mandatory Scored Technical Requirements**

All items listed below are Mandatory Scored Technical Requirements. All requirements must be met; they will be evaluated and scored by the evaluation committee in accordance with Section 5. Proposals that do not have a minimum score of 60% of the total points available for the Mandatory Scored Technical requirements will be rejected.

| Req # | Requirement | Required |
| --- | --- | --- |
| MS - 1 | The Contractor must provide a description of their proposed Vendor Management Services. Include unique or innovative features and advantages/benefits to the State. At a minimum the description should include:Summary of overall capabilities and experience in providing the staffing for vendor management solutions. Describe: Requisition ProcessInternal Workflow Approval ProcessCandidate Submission and SelectionSelecting new IT Contractor vendorsTimekeepingReportingAny unique characteristics which set you apart from other contractors  | MANDATORY SCORED  |
|  Response:  |
| MS - 2 | The Contractor must describe their experience managing supplemental staffing vendors who supply Information Technology skills.  | MANDATORY SCORED  |
|  Response:  |
| MS - 3 | The Contractor must describe how the company will provide the State with the lowest rate while supplying competent and skilled temporary IT staff. | MANDATORY SCORED  |
|  Response:  |
| MS - 4 | Contractor must describe how they will accomplish the following: a. Establish their network of subcontractors and acquire qualified talent. The VMS contractor will be the State’s advocate in the marketplace for subcontractors or temporary IT staff in order to acquire qualified talent at the lowest possible rates and to find efficiencies that result in savings to the State. (If the successful Contractor’s company also provides temporary IT staff or is part of an organization with a subsidiary or division (or using any other name) that provides temporary IT staff services, the Contractor is prohibited from participating as a temporary IT staff subcontractor and offering temporary IT staff services under this contract.  A violation of this requirement will be considered a breach of contract.  There will be no exceptions.) b. Find efficiencies that result in savings to the State c. Provide VMS software that meets the project requirements. Describe in detail how the software operates. The VMS software may be Contractor owned or come from a third party. d. Satisfactory communication process between the Contractor and State. Describe the interaction process and provide examples. | MANDATORY SCORED PER EACH ITEM (a – d) |
|  Response: |
| MS - 5 | Contractor must describe how they will, over time, transition existing temporary IT staff into this contract through the creation of subcontractor agreements. Upon the effective date of this contract, all new temporary IT staff will be acquired through this contract as DAS intends to establish this as a mandatory contract that State agencies will be required to utilize. Existing temporary IT staff working in a State department at the time of the execution of this contract is unaffected through the term of their engagement. The State of Iowa expects the VMS will establish contracts with existing State of Iowa service providers to allow departments the option of continuing to work with the existing temporary IT staff under this contract. | MANDATORY SCORED  |
|  Response: |
| MS - 6 | The VMS contractor will be an advocate for the State to identify cost saving measures. These measures will be approved by the State prior to being undertaken. The Contractor should describe past successes to achieve cost savings related to the management of the temporary IT staff and management of the subcontractor pool. The Contractor should also describe methods for finding cost savings with the converted subcontractors and the temporary IT staff they provide; while at the same time maintaining a good working relationship with the subcontractors and the temporary IT staff they provide.  | MANDATORY SCORED |
|  Response: |
| MS – 7 | The Contractor must have twenty (20) or more subcontractor firms from which to draw talent. These should include the State’s current vendors and their subcontractor firms. Additionally, niche suppliers may be included as necessary to provide specialized skills. The VMS contractor may be required to take on additional subcontractors as directed by the State. The State will not set a maximum limit on the number of subcontractor firms. Please list all current subcontractor firms here. Contractors should identify distinguishing features regarding their company’s relationship with subcontractors.  | MANDATORY SCORED |
|  Response: |
| MS – 8 | Reports will be accessible via the web application on demand. The Contractor must provide a list and short description of the standard reports available on the VMS system. The Contractor must provide and describe the quarterly reports they must provide that will detail the # and % of Iowa candidates and the # and % of Targeted Small Business (TSB) candidates. Additional report requirements may be developed by the State.  | MANDATORY SCORED  |
|  Response: |
| MS - 9 | The Contractor must describe the process and metrics used to monitor IT staffing supplier performance.  | MANDATORY SCORED  |
|  Response: |
| MS – 10 | The Contractor must describe their recruitment strategies for attracting and retaining qualified candidates and for recruiting and retaining candidates from subcontractors located in Iowa. | MANDATORY SCORED  |
|  Response: |

VMS SYSTEM TECHNICAL REQUIREMENTS

The following requirements describe what is needed to support the Vendor Management Services System.

| Req # | Requirement | Required |
| --- | --- | --- |
| MS – 11  | Contractors must provide a description of their proposed Vendor Management Services System. Include unique or innovative features and advantages/benefits to the State.  | MANDATORY SCORED  |
|  Response: |
| MS - 12 | The Contractor must describe their system scheduled downtime procedures. The Contractor must notify the State in writing two weeks in advance of any scheduled downtime. | MANDATORY SCORED |
|  Response: |
| MS – 13  | The Contractor must describe their security policies and measures. Include both physical location and data security. The Contractor must ensure that State data is not available to other corporations who may be using the system. All network connections must be encrypted.  | MANDATORY SCORED |
|  Response: |
| MS – 14 | The VMS system must have the capability to provide detailed reporting to State agencies and the State Contract Administrator that includes access to system records, such as the results of background checks if requested. Examples of desired reports would include cost reports and supplier report card reports. The VMS system must also have ad-hoc customized reporting capabilities. Describe downloading capabilities available to the State as well as standard reports that are available. Report examples may also be provided.  | MANDATORY SCORED  |
|  Response:  |
| MS - 15 | The VMS system must not store permanent data on desktop PCs local drive(s). The Contractor must describe all interactions with desktop PCs. | MANDATORY SCORED |
|  Response: |

* 1. **Optional Requirements**

All items listed below are optional, non-mandatory requirements. These requirements will be evaluated and scored but will not be included in the calculation of the minimum score as provided in Section 4 above.

| Req # | Requirement | Comply |
| --- | --- | --- |
| OS - 1 | Describe how the VMS system manages communications and acceptance procedures (e.g. interview scheduling, evaluations, background security checks, work start and end dates, etc.) between the State, the Contractor, candidates and subcontractors.  | OPTIONAL SCORED |
|  Response: |

| Req # | Requirement | Comply |
| --- | --- | --- |
| OS - 2 | Describe how the VMS system processes timesheets of temporary IT staff and describe system’s capability to accept the State’s time management entries. | OPTIONAL SCORED |
|  Response: |

SECTION 5 EVALUATION AND SELECTION

 **5.1 Introduction**

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

* 1. **Evaluation Committee**

The Agency intends to 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 Proposals.

* 1. **Overview of Evaluation**

All Technical Proposals will be first evaluated to determine if they comply with the Mandatory Requirements and Scored Mandatory Technical Requirements described in Section 4.1 and 4.2 and meet the minimum score as provided in Section 4.3. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Contractors in accordance with this Section. To be deemed a Responsible Contractor and a Responsive Proposal, the Proposal must:

* answer “Yes” to all parts of Section 4.2 and include supportive materials as required to demonstrate the Contractor will be able to comply with the Mandatory Requirements in that section and
* obtain a minimum score of 60% of the Mandatory Scored Technical Requirements points outlined in Section 4.
* Proposals will first be checked by the Issuing Officer for compliance (which includes answering "Yes" to all parts of Section 4.2) and responsiveness to the RFP. Proposals determined to be compliant and responsive will be evaluated and scored by the evaluation committee.
	1. **Evaluation Criteria**

Evaluation scoring will be distributed in the following percentages.

 **Technical Mandatory Scored – 75%**

 **Cost Proposal - 25%**

SECTION 6 CONTRACTURAL TERMS AND CONDITIONS

 **6.1 Contract Terms and Conditions**

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the contract terms and conditions contained at the web-address indicated on the RFP cover sheet, 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 Agency has explicitly accepted the Contractor’s objection or amendment in writing.

The contract terms and conditions contained at the web-address indicated on the RFP cover sheetwill be incorporated into the Contract. 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 non-responsive by the Agency, in its sole discretion, resulting in possible rejection of the 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.

* 1. **Special Terms**

 **Limitations of Vendor Liability.**  If the Iowa Department of Administrative Services conducted the Procurement (the solicitation for competitive proposals) from which the award for this contract gave rise, then Iowa Administrative Code 11-108 will apply.  In which case, according to AC 11-108 (unless otherwise provided for in the Procurement documents) the Maximum Liability of the Vendor (contractor) is one times the Contract Value (Contract Value is defined as the aggregate total compensation pertaining to the project paid by the state to the vendor under the entire term of the contract, including all renewals and extensions).

**Prohibited Limitations of Vendor Liability**. Under no circumstances shall the foregoing limitation in 6.2 apply to:

a.   Intentional torts, criminal acts, fraudulent conduct, intentional or willful misconduct, or gross negligence,

b.   Claims related to death, bodily injury, or damage to real or personal property,

c.   Any contractual obligations of the vendor pertaining to indemnification, intellectual property, liquidated damages, compliance with applicable laws, or confidential information,

d.   Claims arising under provisions of the contract calling for indemnification of the state for third-party claims against the state for bodily injury to persons or for damage to real or tangible personal property caused by the vendor’s negligence or willful conduct.

**6.3 Contract Length**

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

 **6.4 Insurance**

The Contract will require the successful Contractor to maintain insurance coverage(s) of the type and in the minimum amounts set forth below.

* + 1. Contractor shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Agency, insurance covering its work of the type and in amounts required by this Contract.  Contractor’s insurance shall, among other things, insure against any loss or damage resulting from or related to Contractor’s performance of this Contract regardless of the date the claim is filed or expiration of the policy.  All insurance policies required by this Contract shall:  (i) be subject to the approval of the Agency; (ii) remain in full force and effect for the entire term of this Contract; and (iii) not be canceled, reduced or changed without the Agency’s prior written consent.  The State of Iowa and the Agency shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement:  “It is hereby agreed and understood that the State of Iowa and the Iowa Department of Administrative Services are named as additional insured, and that the coverage afforded to the State of Iowa and the Iowa Department of Administrative Services under this policy shall be primary insurance.  If the State of Iowa or the Iowa Department of Administrative Services has other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis.  The amount of the insurer’s liability under this policy shall not be reduced by the existence of such other insurance.”  Unless otherwise requested by the Agency, Contractor shall cause to be issued insurance policies with the coverages set forth below:

**6.4.2 Type of Insurance**

| Type of Insurance | Limit | Amount |
| --- | --- | --- |
| General Liability (including contractual liability) written on an occurrence basis | General AggregateProducts – Comp/Op  AggregatePersonal injuryEach Occurrence | $2 million$1 Million$1 Million$1 Million |
| Automobile Liability (including contractual liability) written on an occurrence basis | Combined single limit | $1 Million |
| Excess Liability, umbrella form | Each OccurrenceAggregate | $1 Million$1 Million |
| Errors and Omissions Insurance | Each Occurrence  | $1 Million |
| Property Damage | Each OccurrenceAggregate | $1 Million$1 Million |
| Workers Compensation and Employer Liability | As Required by Iowa law | As required by Iowa law |

**6.4.3 Claims Provision.**All insurance policies required by this Contract must provide coverage on an “occurrence basis” for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

* + 1. **Certificates of Coverage**. At the time of execution of this Contract, Contractor shall deliver to the Agency certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Contractor starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Contractor related to this Contract, certifying that the State of Iowa and the Iowa Department of Administrative Services are named as additional insured on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the Agency.  All certificates of insurance shall be subject to approval by the Agency.  The Contractor shall simultaneously with the delivery of the certificates deliver to the Agency one duplicate original of each insurance policy.
		2. **Liability of Contractor**. Acceptance of the insurance certificates by the Agency 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 Agency 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 Section 6 of this Contract.
		3. **Waiver of Subrogation Rights**. Contractor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Agency or the State.  The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Agency.
		4. **Filing of Claims.** In the event either the Agency or the State suffers a loss and is unable to file a claim under any policy of insurance required under this Contract, the Contractor shall, at the Agency’s request, immediately file a proper claim under such policy.  Contractor will provide the Agency with proof of filing of any such claim and keep the Agency fully informed about the status of the claim.  In addition, Contractor agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the Agency and the State.  Contractor shall pay to the Agency and the State any insurance proceeds or payments it receives in connection with any such claim immediately upon Contractor’s receipt of such proceeds or payments.
		5. **Proceeds.** In the event the Agency or the State suffers a loss that may be covered under any of the insurance policies required under Section 6, neither the Contractor nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the Agency and/or the State have fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Contractor hereby assigns to the Agency and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this Contract.
	1. **Quarterly Report**

 The Contractor shall provide an electronic detailed quarterly report on all sales made under this agreement within the State of Iowa via E-Mail to the Iowa Department of Administrative Services, GSE Procurement, Attn: Ken Discher CPPB, Iowa Department of Administrative Services
Hoover State Office Building, Level A
1305 East Walnut Street
Des Moines, IA 50319-0105.  The report file format shall be Microsoft Excel compatible format.  The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Vendor proposals must include a sample report and a description of the reporting that will be provided.  The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

**Attachment # 1**

**Certification Letter**

**Alterations to this document are prohibited, see section 2.13.14.**

(Date) \_\_\_\_\_\_\_\_\_\_

**Ken Discher CPPB**, Issuing Officer

**Department of Administrative Services**

Iowa Department of Administrative Services
Hoover State Office Building, Level A
1305 East Walnut Street
Des Moines, IA 50319-0105

 Re: Request for Proposal Number RFP1211005024

 PROPOSAL CERTIFICATIONS

Dear **Ken Discher CPPB**:

I certify that the contents of the Proposal submitted on behalf of (**Name of Contractor) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** in response to **Department of Administrative Services** for Request for Proposal Number RFP1211005024 for which the goal is to obtain and implement a statewide IT Services contract per Executive Order EO20 are true and accurate. It is anticipated that a contract will be awarded to a vendor to act as a Vendor Management Service Provider for State agencies and other entities who require temporary IT staff augmentation. I also certify that Contractor has not knowingly made any false statements in its Proposal.

**Certification of Independence**

I certify that I am a representative of Contractor expressly authorized to make the following certifications in behalf of Contractor. By submitting a Proposal in response to the RFP, I certify in behalf of the Contractor 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 contractor 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 Contractorto induce any other Contractor 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 Contractor 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 Contractornor 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 Contractor 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(8) (2009)* 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 Contractors 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 Contractor certifies the following: (check the applicable box)

* Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 432*; or
* Contractor 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(42) and (43)*.

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

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name and Title**

**Attachment #2**

**Authorization to Release Information Letter**

**Alterations to this document are prohibited, see section 2.13.14.**

**(Date) \_\_\_\_\_\_\_\_\_\_\_**

**Ken Discher CPPB**, Issuing Officer

**Department of Administrative Services**

**Iowa Department of Administrative Services
Hoover State Office Building, Level A
1305 East Walnut Street
Des Moines, IA 50319-0105**

 Re: Request for Proposal Number **RFP1211005024**

 AUTHORIZATION TO RELEASE INFORMATION

Dear **Name of Issuing Officer**:

**(Name of Contractor) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** hereby authorizes the **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 the evaluation and selection of a successful Contractor in response to Request for Proposal (RFP) Number **RFP1211005024.**

The Contractor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Contractor 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 Contractor is willing to take that risk.

The Contractor 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 Contractor in response to the RFP.

The Contractor 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 Contractor's Proposal submitted in response to RFP.

The Contractor 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 Contractor’s Proposal. The Contractor 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 Contractor 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 Contractor in response to RFP.

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

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Printed Name of Contractor Organization**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

**Name and Title of Authorized Representative** Date

**Attachment # 3**

**Vendor Requirement Check List**

|  |  |  |
| --- | --- | --- |
| **RFP REFERENCE SECTION** | **RESPONSE INCLUDED** | **LOCATION OF RESPONSE** |
| **Yes** | **No** |
| 3. (2) Originals (paper), (1) CD of Technical Proposal, (1) CD of Cost Proposal  |   |   |   |
| 3. One (1) Public Copy with Confidential Information Excised |   |   |   |
| 3. Transmittal Letter |   |   |   |
| 3. Table of Contents |  |  |  |
| 3. Executive Summary |  |  |  |
| 3. Specifications and Technical Requirements |   |   |   |
| 3. Vendor Background Information  |  |  |  |
| 3. Experience  |  |  |  |
| 3. Personnel  |  |  |  |
| 3. Financial Information  |  |  |  |
| 3. Terminations  |   |   |   |
| 3. Acceptance of Terms and Conditions |   |   |   |
| 3. Attachment #1 - Certification Letter |   |   |   |
| 3. Attachment #2 - Authorization to Release Information |   |   |   |
| 3. Firm Proposal Terms |  |  |  |
| 3. Cost Proposal |  |  |  |
| 4. Mandatory Requirements |   |   |   |
| 4. Scored Mandatory Requirements |   |   |   |
| 4. Optional Requirements  |   |   |   |
| 6. Insurance |   |   |   |
|  |   |   |   |
|  |   |   |   |
|  |   |   |   |