



**REQUEST FOR PROPOSAL (RFP) COVER SHEET**

DISCLAIMER: If you experience difficulty reading this document and require an accessible version optimized for a screen reader, please contact Steve Dawson at 515-805-7902 or via email at [steven.dawson@dom.iowa.gov](mailto:steven.dawson@dom.iowa.gov) to obtain one.

<b>Title Of the RFP:</b>	HSEM Disaster Case Management Solution		
<b>RFP Number:</b>	RFP-185-2517-2025		
<b>Agency:</b>	Iowa Department of Management on behalf of Iowa Homeland Security and Emergency Management		
<b>State seeks to purchase:</b>	The Iowa Department of Management, Division of Information Technology on behalf of Iowa Homeland Security and Emergency Management (“Agency”) is issuing this Request for Proposal for the Agency’s project to combine and automate their current Disaster Case Advocacy (DCA) and Iowa Individual Assistance Grant Program (IIAGP) operations.		
<b>Available to Political Subdivisions?</b>	YES, including state and local governments and non-profit organizations as long as permissible under law. The resultant contracts may be made available to other States through cooperative purchasing entities.		
<b>Potential number of years of the initial term of the Contract:</b>	Five (5) years	<b>Potential number of annual renewals:</b>	Five (5) years
<b>Anticipated start date:</b>	January 1, 2026	<b>Anticipated end date:</b>	December 31, 2030
<b>Issuing Officer:</b>			
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<b>Mailing Address:</b> Department of Management Division of Information Technology Attn: Steve Dawson 200 E. Grand Ave., Suite 100 Des Moines, Iowa 50309			
<b>PROCUREMENT TIMETABLE</b> —There are no exceptions to any deadlines for Respondents; however, the Agency reserves the right to change the dates/times at its sole discretion.			
<b>Event or Action:</b>		<b>Date/Time (Central Time):</b>	
State posts notice of solicitation on the TSB website:		August 15, 2025	
State issues solicitation and posts to IMPACS – Iowa Management of Procurement and Contracts System:		August 18, 2025	

Respondents' written questions, requests for clarification, and suggested changes are due:	3:00pm Central Time September 5, 2025
The agency's written response to questions, requests for clarifications, and suggested changes are due:	September 12, 2025
Proposals Due:	3:00pm Central Time October 14, 2025
Anticipated Date to issue Notice of Intent to Award:	November 14, 2025
Anticipated Date to Execute Contract:	December 31, 2025
<b>Important Websites:</b>	<b>URL:</b>
IMPACS Website where any Amendments/Addenda to this solicitation will be posted:	<a href="https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=DASIowa">https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=DASIowa</a>
Contract terms and conditions may be found:	Attachment #5 - Sample Contract
Firm Proposal Terms. Minimum number of days post-submission deadline that the Respondent guarantees all proposal terms, including price, will remain firm is:	180 days

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## 1. Introduction

### 1.1. Purpose

The Agency seeks proposals from Respondents to provide the goods and/or services identified on the solicitation cover sheet and as further described below. This solicitation is designed to provide Respondents with the information necessary for the preparation of competitive proposals. The solicitation process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. Each Respondent is responsible for determining all factors necessary for the submission of a comprehensive proposal.

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

The Iowa Department of Management, Division of Information Technology ("DOM DoIT") on behalf of Iowa Homeland Security and Emergency Management ("HSEM") is issuing this Request for Proposal to seek proposals from qualified vendors to combine and automate their current Disaster Case Advocacy and Iowa Individual Assistance Grant Program operations.

### 1.2. Background

Disaster Case Advocacy (DCA) is a supportive program involving a partnership between a disaster-impacted household and a disaster case advocate. Disaster case advocates walk beside households through the disaster recovery process. They serve as a primary point of contact, assisting households in coordinating necessary services and resources to address the household's complex disaster recovery needs. In this partnership, advocates and households access the family's disaster-related unmet needs, build a recovery plan, and access available resources.

The Iowa Individual Assistance Grant Program (IIAGP) is activated when the Governor issues a disaster proclamation. This proclamation will list the covered counties. Only residents of those counties are eligible to apply. Applicants can apply each time a program is activated. If a resident experiences damage from multiple events covered under separate proclamations, they are eligible to submit separate applications for each event. The assistance is based on their disaster-related qualifying needs. Applicants have 45 days from the date of the Governor's proclamation to apply.

The Agency seeks a digital cloud-based solution for DCA and IIAGP operations. DCA operations are currently tracked through electronic communications and spreadsheets.

The Agency seeks a solution to combine and streamline their current DCA and IIAGP operations. The chosen Vendor will be expected to implement, support, and host the solution. A digital, cloud-based, commercial off-the-shelf ("COTS") solution is preferred.

**Requirement 1** – A single point of entry into the Solution. The Solution must manage cases for households impacted by designated disaster events in Iowa. This includes providing user account management, the ability to customize data elements for household cases and disaster events. The Solution can create and export reports that can be filtered and run in real time.

**Requirement 2** – The ability for the public to access the Solution to apply for DCA or IIAGP and find their current case status. The Solution allows the public to apply for DCA and/or IIAGP without a log-in or user account. The Solution can instead screen the household with an intake form that creates an electronic case file that can then be assigned to a provider user account for review. The intake form used to screen the household must be able to upload documentation needed for proof of residency, income, and/or damage. The intake form can accept documentation in multiple formats, including PDFs, JPGs, and .doc. The Solution can translate the intake form into multiple languages and has an easy-to-understand interface for users. The Solution can support signature workflows such as signing a release of information form and the ability to sign documents within the Solution.

**Requirement 3** – In the Solution, for DCA client cases can be created by a contracted provider on behalf of a client affected by the disaster or by a client submitting an intake form. The Solution can create an application workflow that supports the creation of a client case file. The Solution can also notify when a document is uploaded or signed on as an assigned case. The application and case file information must cover the entire household, documenting multiple data points including the household name, income by household member, disaster number(s) affected by, etc. The Solution also can provide specific user permissions for documents uploaded to a case file. For example, the uploaded documents cannot be altered and comments regarding an uploaded document can be stored with the case file.

**Requirement 4** – IIAGP application acceptance rules can be defined for each disaster event: The Solution can facilitate a unique workflow per disaster event including but not limited to the maximum amount allowable per awarded grant application.

**Requirement 5** – Each disaster must be uniquely defined and associated with each client case affected. This includes, but is not limited to, a unique identifier, disaster type, funds requested, date of requests, location (counties may be added after file creation), contract provider assigned, dates, and federal disaster declaration date.

**Requirement 6** – The Solution can track claim payments. The Solution can track reimbursement requests from contracted providers by disaster and county. The Solution can also track requests for funds, funds awarded, and funds expended.

### 1.3. Budget

The annual budget established for this project is \$150,000.

### 1.4. Definitions

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

“Agency” means the agency identified on the RFP cover sheet that is issuing the RFP and, as used and to

the extent used in the Contract, any other agency(-ies) or governmental entity(-ies) of the State that purchases from the Contract once executed.

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

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

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

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

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

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

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

“**Solution**” means the goods and services proposed by the Respondent in response to this RFP.

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

## 2. Scope of Work

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

### 2.1. Detailed Scope of Work

#### 2.1.1. General

##### 2.1.1.1. Vendor will provide a Solution that allows the Agency to both oversee disaster case management and administer disaster aid grants.

1. The Solution will provide for intake for every case through a single point of entry.
2. Clients will be able to apply for assistance, view their own case status, and receive communications from the Solution.
3. The Solution will support imports of any supporting documentation required by law to a specific case file.
4. The Solution will provide communication to clients through email or SMS text messages that will be saved with the case file
5. The Solution will restrict access based on user roles and provide administrative screens to manage the users' roles. Roles may consist of, but not limited to:
  - a. Full Administrative Access: Agency staff
  - b. Access to specific functions: Advisor staff, contract staff.
  - c. Public Access (No Administrative Access): General Public
6. Administrators will be able to post notifications to the website and/or to users as needed for advanced notice of outage windows or other system down times.

#### 2.1.2. Solution Specifications

- 2.1.2.1. The website will be accessible to the general public with an administrative portal that can be either internal to the State or not. Describe how the Solution will be hosted.
- 2.1.2.2. The Solution will keep personally identifiable information (PII) confidential and secure. Describe how the data will be stored and how PII data will be treated differently.
- 2.1.2.3. Describe respondent's testing process and any expectations of the Agency for testing. Include security testing.
- 2.1.2.4. Provide your approach to backward browser compatibility information and Solution

currency going forward.

**2.1.2.5.** The Solution will not require a long-term or full user license for each client. Where possible, the Agency seeks surge licensing when disaster cases are active or guest licenses for clients needing limited functionality.

1. Minimum number of full concurrent licenses – 25
2. Maximum licenses in use at one time – 125

### **2.1.3. Usability/Accessibility**

**2.1.3.1.** The Solution will provide an intuitive path for Iowans who have been affected by a disaster to apply for assistance including older applicants, those with diverse cultures and backgrounds, or those with disabilities.

**2.1.3.2.** The Solution should use the most common terminologies in textual navigation and high contrast colors for the look and feel.

**2.1.3.3.** The Solution will have the ability to translate public-facing forms and information into other languages besides English, including (but not limited to) Spanish, French, Arabic, and Swahili.

**2.1.3.4.** The Solution will operate on modern web browsers on both mobile and desktop and be scalable to future standards.

**2.1.3.5.** The website associated with the Solution will be compliant with the Americans with Disabilities Act of 1990 (ADA). See [Fact Sheet: New Rule on the Accessibility of Web Content and Mobile Apps Provided by State and Local Governments | ADA.gov](#)

**2.1.3.6.** The Solution will support tracking changes to client data. Updates to a client's data will be immediately available for viewing in real time.

**2.1.3.7.** The Solution will provide the ability to define and manage retention schedules for documents as well as the client's profile information and history.

**2.1.3.8.** The Solution will allow for the use of electronic signatures on documents.

**2.1.3.9.** The Solution will provide data validations on form entries (e.g., using standard Social Security Number (SSN) validations per the Federal Social Security Administration). An edit check for entering individual SSNs that is compliant with the Federal Social Security Administration protocol for determining erroneous, improbable or fraudulent SSNs is required.

**2.1.3.10.** The Solution will have the ability to track progress on an individual client's application.

### **2.1.4. Reporting and Data**

- 2.1.4.1. The Solution will produce system level reports for state staff to view applications, statuses, advocate assignments, and any assistance provided to applicants.
- 2.1.4.2. Administrators will be able to query and extract real time data at will. Describe ad hoc reporting capabilities available in the proposed Solution.
- 2.1.4.3. The successful Respondent will facilitate loading existing data into the Solution. The Solution will allow administrators to import data into the Solution. Describe the proposed solution's process for doing so and the data formats used.
- 2.1.4.4. The Solution will provide a standardized report design, primarily for headers, footers, along with general look and feel like fonts, logos, and possible graphical elements. Provide an example of standardized report design.
- 2.1.4.5. Reports will be downloadable in Word/PDF/CSV formats at user's choice.
- 2.1.4.6. The Solution will recognize that some data elements may need to be protected from view from users with certain roles.
- 2.1.4.7. Describe how reporting errors can be managed – How do you identify issues so they can be tracked and addressed.
- 2.1.4.8. Describe additional reporting tools that may be available.

#### 2.1.5. Security and Risk Management

- 2.1.5.1. The Solution will be compliant with NIST 800-53 federal rules for information security. See [SP 800-53 Rev. 5, Security and Privacy Controls for Information Systems and Organizations | CSRC](#).
- 2.1.5.2. The Solution will provide audit tracking of user access and actions within the Solution.
- 2.1.5.3. A data flow diagram must be developed for the portal and submitted to the Agency no later than 30 days after execution of the contract.
- 2.1.5.4. Solution must maintain compliance with applicable State\Federal security requirements including Criminal Justice Information Services (CJIS).
- 2.1.5.5. Full SSN will not be displayed after initial data entry.
- 2.1.5.6. Describe the security practices of your company, including:
- 2.1.5.7. Describe how security risks, failures and intrusions are tracked and reported.
- 2.1.5.8. Describe how security breaches are handled.
- 2.1.5.9. Describe backup and recovery in any disruptive event. What is the expected time to recover? What is the maximum data loss expected?

- 2.1.5.10. The successful respondent will provide their Disaster Recovery Plan no later than 30 days after execution of the contract.
- 2.1.5.11. The Solution will provide the ability for the highest-level role to see an audit trail of customer actions through administrative screens.
- 2.1.5.12. Describe your approach to risk management and any programs you have in place to avoid hazards that are specific to the services provided

#### **2.1.6. Implementation**

- 2.1.6.1. Within 30 days of contract execution, the successful Respondent will provide a detailed implementation plan to Agency. Describe recommended implementation strategy including on-site and virtual coordination and support services, best practice consulting options and professional services.
- 2.1.6.2. Within 30 days of contract execution, the successful Respondent will provide a detailed staffing plan to Agency. The plan will contain the names and background experience of all resources assigned to the project implementation, as well as a succession plan to replace a resource as needed, with Agency approval.
- 2.1.6.3. The successful respondent will provide implementation support, including:
  - 1. Training material and user guides that are available to administrators and users to prepare for implementation and for ongoing use of the application.
  - 2. Process to submit questions or to report issues.
  - 3. Help desk support for state and applicant users, during and outside of business hours.

#### **2.1.7. Solution Functions**

- 2.1.7.1. The Solution must allow acceptance rules for assistance applications to be defined for each disaster event, including but not limited to maximum amount of grants.
- 2.1.7.2. Each disaster must be uniquely defined and can be associated with each client case affected, including but not limited to:
  - 1. Unique identifier for the event
  - 2. Type or cause of disaster
  - 3. Funds requested and date of requests
  - 4. Location (counties, which may be added after creation)
  - 5. Contracted Provider assigned
  - 6. Dates (start, end, extension)

7. Federal disaster declaration date

- 2.1.7.3. Describe how applicants will be able to apply for assistance within the Solution.
- 2.1.7.4. Describe how applicants can upload documents in support of their assistance applications.
- 2.1.7.5. Describe how users can review and evaluate assistance applications.
- 2.1.7.6. Describe how documents are managed and accessed on the Solution.
- 2.1.7.7. The Solution must be able to connect with the state's payment system via application programming interface (API) and provide users with the ability to track assistance payments from generation to recipient.

**2.1.8. Optional Features**

Provide detailed information for any optional features that may be available as part of the proposed solution. If the features come at an additional cost, please list the costs for these items *separately* in the submitted Cost Proposal.

**2.1.9 Service and Maintenance**

2.1.9.1 Describe the support model associated with the following:

- 1. Scheduled and on-call operational maintenance.
- 2. Processes for system preventive maintenance.
- 3. Expectations for same day response on Solution issues and/or outages.
- 4. Ensuring product alignment with State plans – What measures would ensure future roadmap, support, and response to outages or Solution issues?
- 5. Provide detailed information on your customer service program and maintenance plans. Include response times and the access to and timeliness of service engineers.
- 6. Provide the ways support can be contacted during normal business hours.
- 7. Describe how technical support is tracked.
- 8. Describe how Respondent will ensure the Solution stays current with supported versions of underlying software and hardware.

2.2 The successful Respondent will submit plans referenced in Sections 2.1.5.3, 2.1.5.10, 2.1.6.1, and 2.1.6.2 to the Agency for approval within 30 days after execution of this Contract, unless specified otherwise.

2.3 The successful Respondent will document all operational procedure changes that may affect the Agency's

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

**2.4 Training**

Describe the training methodology to be used with Agency staff. Training materials will be provided by the successful Respondent three (3) business days in advance of the training sessions and may be provided electronically.

**2.5 Transition Plan**

Describe your approach to managing a transition between the Agency’s current contractor for similar services to your proposed service offering. The successful Respondent must submit a Transition Plan to the Agency detailing timelines and phasing of the operational readiness activities necessary to assume operations. The successful Respondent must supply all documentation, including a readiness checklist that is related and necessary for a successful transition to operations.

**2.6 Implementation Schedule**

Please include a proposed implementation schedule, including proposed delivery dates for key tasks/outcomes outlined in the Scope of Work, in the following format:

(NOTE: The following is for sample purposes only.)

#	Milestone	Deliverable(s)	Schedule
1	Project Kick-Off Meeting	--	Effective Date + 5 days
2	Site Survey	Project Plan	Effective Date + 10 days
3	Training	Training Manual	Effective Date + 30 days
4	Acceptance Testing	--	Effective Date + 30 days
5	Project Completion		Effective Date + 45 days

**2.7 Project Organization**

Describe the organizational and operational structure you intend to utilize for the work described in the solicitation and identify the responsibilities that will be assigned to staff.

### **3. Administrative Information**

#### **3.1. Compliance with Solicitation**

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

#### **3.2. Respondent Business Registration**

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

#### **3.3. Restriction on Respondent Communication**

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

#### **3.4. Downloading the Solicitation from the Internet via IMPACS**

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

#### **3.5. Procurement Timetable**

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

#### **3.6. Questions, Requests for Clarification, and Suggested Changes**

Respondents who indicate their intent to submit a response to the solicitation in IMPACS can submit written questions, clarifications, or proposed changes regarding the solicitation. Oral questions are not accepted.

Respondents are not permitted to include assumptions in their proposals. Instead, respondents will address any perceived ambiguity regarding this RFP through the question and answer process. Please reference the page and section numbers of the solicitation when submitting each question or comment. Questions must be submitted individually. Respondents are not permitted to submit questions in attachment form. To reduce the number of repeat questions, please refer to the IMPACS Q&A Board prior to submitting your questions. If the Agency will provide a written response, such response will be provided on or before the date listed on the solicitation cover sheet and IMPACS. If the Agency decides to adopt a suggestion that modifies the solicitation, the Agency will issue an addendum to the solicitation. Failure to raise a question, request for clarification, or suggestion through this process will constitute a waiver of any objection or argument as part of any subsequent vendor appeal. This waiver is intended to ensure the State is able to correct any material issues or errors in an efficient fashion and in a manner that is fair to all Respondents. Questions must be posted in IMPACS, and the Agency will post responses within IMPACS.

### 3.7. Submission of Proposals

The Respondent must submit the Proposal in the State's [IMPACS Electronic Procurement System](#) before the "Proposals Due" date and time listed on the RFP cover sheet. This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected. Respondents submitting Proposals must allow ample upload time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. **Electronic mail and faxed Proposals will not be accepted.** There is a 50MB per file size limitation but no limit to the number of files.

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

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

### 3.8. Release of Claims

By submitting a proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided in the solicitation or concerning the Agency's failure, negligent or otherwise, to provide the Respondent with pertinent information in this solicitation.

### 3.9. Disposition of Proposals

Except as otherwise provided herein, all proposals submitted in response to this solicitation become the property of the State and will not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the contract, the contents of all proposals will be subject to relevant open records laws, including but not limited to Iowa Code chapter 22. Respondents must complete Form 22 to assert confidentiality over relevant portions of submitted proposals.

### 3.10. Form 22 - Request for Confidentiality

The Agency's release of public records is governed by Iowa Code chapter 22 and corresponding fair information practices rules. Respondents must complete a confidentiality form (Form 22) within IMPACS

detailing all claims Respondent makes regarding confidentiality. By claiming confidentiality within a submission, Respondent is asserting that the information *does, in fact, qualify for confidential treatment under Iowa or other applicable laws.*

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

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

### **3.11. Copyright Permission**

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

### **3.12. Amendment and Withdrawal of Proposal**

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

### **3.13. Late Proposals**

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

### **3.14. Response Opening**

The Agency will open proposals after the deadline for submission of proposals has passed. The proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. See Iowa Admin. Code r. 129—10.15. However, the names of the Respondents who submitted timely proposals will be available after the proposal opening. The announcement of Respondents who submitted proposals by the deadline for submission does not mean that an individual proposal has been deemed technically compliant or accepted for evaluation.

### **3.15. Proposal Corrections**

Respondents are expected to follow the requirements set forth in this Solicitation. However, it is not the Agency's intent to disqualify proposals that suffer from correctable flaws. At the same time, it is important to maintain fairness for all Respondents in the procurement process. Therefore, the Agency reserves the right to, in its sole discretion, permit cure of variances, waive variances, or disqualify Respondents for reasons that impact the fairness of the competition. In the event that the Agency waives or permits cure of variances, such waiver or cure will not modify the Solicitation or excuse the Respondent from full

compliance with the Solicitation and contract requirements.

### **3.16. Proposal Clarification**

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

### **3.17. Reference Checks**

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

### **3.18. Criminal History and Background Investigation**

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

### **3.19. Ancillary Information and Evaluators**

The Agency reserves the right to obtain and consider information from other sources concerning a Respondent, including but not limited to the Respondent's performance under other contracts, the qualifications of any subcontractor identified in the proposal, the Respondent's financial stability, past or pending litigation or debarments, and other publicly available information such as subject matter experts or information supplied from current contract managers or subject matter experts. Such information may be used in evaluating Respondent's proposal, verifying the information contained in the proposal, or assessing Respondent's qualifications and the qualifications of any subcontractor identified in the proposal. The Agency may consider information elicited in or supplied in response to one section of the solicitation when evaluating the Respondent's proposals in the context of other sections of the solicitation.

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

### **3.20. Verification of Proposal Contents**

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

### **3.21. Best and Final Offer**

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

### **3.22. Award Notice and Acceptance Period**

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

### **3.23. Exclusivity**

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

### **3.24. No Minimum Guaranteed**

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

### **3.25. No Commitment to Contract/No Rights Until Execution**

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

### **3.26. Use of Subcontractors**

The Agency acknowledges that the successful Respondent may contract with third parties to perform any of the successful Respondent's obligations. The Agency reserves the right to provide prior approval for

any subcontractor used to perform services under any contract that may result from this solicitation.

If the Respondent chooses to use subcontractors to execute the Scope of Work as outlined in Section 2, it must submit a list of all proposed subcontractors as required in Attachment #3 of this RFP.

### 3.27. Restrictions on Gifts and Activities

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

### 3.28. Respondent Continuing Disclosure Requirement

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

### 3.29. Appeals

**3.29.1. Generally.** A Respondent whose proposal has been timely filed and who is aggrieved by the Notice of Intent to Award may appeal the decision by filing a written Notice of Intent to Appeal in accordance with Iowa Administrative Code rule 129-11.3 to the Issuing Officer. The Notice of Intent to Appeal must be filed within five (5) business days of the Notice of Intent to Award date. Following the Agency's receipt of the Notice of Intent to Appeal, the Agency will transmit to the Appellant the materials required by and in accordance with Iowa Administrative Code rule 129-11.3(2). An Appellant will not be entitled to additional discovery, materials, or information in furtherance of the Appeal unless and until the proceedings advance to a second-tier review in accordance with Iowa Administrative Code chapter 129-11.

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

- 3.29.2.1. First-tier appeal bond: 5% of the contract value, as determined by the Agency.
- 3.29.2.2. Second-tier appeal bond: 25% of the contract value, as determined by the Agency.
- 3.29.2.3. Stay of proceedings bond: as required by rule.

All bonds are due on the date of the corresponding appeal or application for a stay of proceedings. The appellant forfeits an appeal bond or security if, as determined by the Agency, following resolution of the appeal, the appeal is determined to have had little or no factual or legal basis and was primarily filed to

frustrate the procurement process or cause hardship for the Agency or another vendor. Failure to supply the Agency with an appeal bond or security required by this section will result in the dismissal of the appeal. An appeal bond or security may be by certified check, cashier's check, certificate of deposit, irrevocable letter of credit, bond, or other security acceptable to the Agency. These requirements will not be waived by the Agency.

### **3.30. Choice of Law and Forum**

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

### **3.31. Order of Precedence**

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

#### 4. Form and Content of Proposals

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

Subject	Specifications
<p><b>Proposal General Composition</b></p>	<ul style="list-style-type: none"> <li>• The Proposal will be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal will be labeled as such as separate electronic files. The files will be labeled with the following information:               <ul style="list-style-type: none"> <li>• <b>RFP-185-2517-2025 – Respondent Name – Technical Proposal</b></li> <li>• <b>RFP-185-2517-2025 – Respondent Name – Cost Proposal</b></li> </ul> </li> <li>• Proposals will be provided in PDF format. Files will be text-based and not scanned image(s) and will be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.</li> <li>• All files must be attached to the Respondent’s submission in <a href="#">IMPACS</a>.</li> <li>• Proposals will not contain promotional or display materials.</li> <li>• If a Respondent proposes more than one solution to the RFP, each will be labeled and submitted as a separate Proposal and evaluated separately.</li> <li>• The Proposal will be submitted in digital format via <a href="#">IMPACS</a>. Proposals must be formatted for printing on 8.5" x 11" paper (one side only). Complex charts, graphs, and diagrams may be formatted for printing on legal-sized or larger paper.</li> <li>• Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri, Arial, and Gill Sans MT.</li> <li>• <b>The Technical Proposal is limited to 100 pages, inclusive of attachments. Proposals that do not meet this requirement may not be reviewed.</b></li> <li>• Pages included in the Respondent’s Proposal section 3 and any attachments the Respondent may create in a “Section 3 Attachments” section are limited to 50 pages.</li> <li>• All pages in the Respondent’s Proposal sections 1-5 are to be sequentially numbered from beginning to end (do not number these Proposal sections independently of each other). The contents in the Respondent’s Proposal Section 6 may be numbered independently of other sections.</li> </ul>
<p><b>Request for Confidential Treatment</b></p>	<ul style="list-style-type: none"> <li>• If the Respondent designates any information in its Proposal as confidential pursuant to RFP Section 3, the Respondent must also submit a public copy of the Proposal from which confidential information has been redacted as provided in RFP Section 3. This copy must be marked “Public Copy”. <b><i>Respondents WILL NOT seek confidential treatment of their Cost Proposal, in whole or in part.</i></b> <ul style="list-style-type: none"> <li>• <b>RFP-185-2517-2025 – Respondent Name – Public Copy</b></li> </ul> </li> <li>• See RFP section 3.10 Form 22 – Request for Confidentiality for additional information regarding confidential treatment.</li> </ul>
<p><b>Exceptions to RFP/Contract Language</b></p>	<ul style="list-style-type: none"> <li>• Exceptions to Terms and Conditions will be set forth in RFP Section 7.</li> <li>• If the Respondent objects to any term or condition of the RFP or attached Sample Contract, Respondent must follow instructions set forth in Iowa IMPACS solicitation questions section, Group 2: Terms and Conditions.</li> </ul>

## 5. Technical and Cost Proposal Contents

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

### 5.1 Title Page

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

### 5.2 Information to include in Section 1: Transmittal Letter

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

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

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

### 5.3 Information to include in Section 2: Table of Contents

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

### 5.4 Mandatory Requirements

All items listed in this section are Mandatory Specifications. Respondents must indicate either "yes" or "no" to each specification in their Proposals and provide an explanation as to how the specification is met. By indicating "yes," a Respondent agrees that it will 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 will provide references and/or supportive materials to verify the Respondent's compliance with the specification. The Agency will

have the right to determine whether the supportive information and materials submitted by the Respondent demonstrate that the Respondent will be able to comply with the Mandatory Specifications. If the Agency determines that the responses and supportive materials do not demonstrate that the Respondent will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

- 5.4.1 All Respondents must have developed and fully implemented a case management system for a government entity in the last five (5) years.

## 5.5 Scored Technical Specifications

### See Attachment #2 – Technical Proposal Points

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

## 5.6 Information to include in Proposal Section 3: Scope of Work

The Respondent will address each component of the Scope of Work by first restating the component followed by details of the Respondent's planned approach immediately following the restated text. Proposal responses should provide sufficient detail so the Agency can understand and evaluate the Respondent's approach.

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

## 5.7 Information to include in Proposal Section 4: Experience

The Respondent will provide the following information regarding its experience:

- 5.7.1 Number of years in business.
- 5.7.2 Number of years of experience with providing the types of goods and/or services sought by the solicitation.
- 5.7.3 Description of technical experience in providing the types of goods and/or services sought by the solicitation.
- 5.7.4 A list of all goods and/or services similar to those sought by this solicitation that the Respondent has provided to other businesses or governmental entities.
- 5.7.5 References 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 solicitation and a contact person and telephone number for each reference.
- 5.7.6 Description of experience managing subcontractors, if the Respondent proposes to use subcontractors.

## 5.8 Information to include in Proposal Section 5: Key Personnel

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

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

## 5.9 Information to include in Section 6: RFP Forms

The forms listed below are attachments to this RFP. Fully complete and submit these forms in Section 6:

- Attachment #1: Respondent Information
- Attachment #3: Subcontractor Disclosure Form

## 5.10 Cost Proposal

### 5.10.1 Payment Terms

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

### 5.10.2 Cost Proposal Contents

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

### 5.10.3 Firm Offer

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

## 6 Evaluation and Selection

### 6.1 Introduction

Proposals that are submitted in a timely manner and not rejected will be reviewed and evaluated in accordance with the Evaluation and Selection section of the solicitation to determine which proposal or proposals provide the greatest benefit to the State. The Agency will not necessarily award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award to the Respondent whose proposal the Agency believes will provide the best value to the State.

### 6.2 Evaluation Committee

The Agency will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this solicitation. The Agency will use an evaluation committee to review and evaluate the technical proposals. Based on the evaluation results, the evaluation committee will recommend an award to the Agency decision-maker.

### 6.3 Technical Proposal Evaluation and Scoring

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

#### 6.3.1 Proposal Scoring and Evaluation Criteria

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

##### Scoring Guide.

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



#### 6.4 Cost Proposal Scoring

The cost proposal for each respondent will be evaluated in comparison with the other cost proposals received; however, the number of points possible will be proportional to each respondent’s technical evaluation score.

The technical evaluation points received (numerator) are divided by the technical evaluation points possible (denominator) and multiplied by the maximum number of points in the cost evaluation. This provides the total points possible for the respondent in the cost evaluation.

*Cost Proposal Points Possible for Respondent =*

$$\left[ \frac{\text{Technical Evaluation Points Received}}{\text{Technical Evaluation Points Possible}} \right] \times \text{Maximum Points in Cost Evaluation}$$

The lowest cost proposal (numerator) is divided by the cost proposal being evaluated (denominator) and multiplied by the possible points for the respondent, which provides the cost evaluation points awarded.

*Cost Evaluation Points Awarded =*

$$\left[ \frac{\text{Lowest Cost Proposal Received}}{\text{Cost Proposal Being Evaluated}} \right] \times \text{Points Possible for Respondent}$$

For example, suppose the cost evaluation has a maximum of 10 points. A respondent who receives 100% of the points possible in the technical evaluation can earn 100% of the points possible in the cost evaluation (e.g., 10 points). If the cost proposal is the lowest cost, the full 10 points will be awarded.

However, a respondent who receives only 50% of the points possible in the technical evaluation has the opportunity to earn only 50% of the points possible in the cost evaluation (e.g., 5 points).

If the cost proposal is the lowest cost, only 5 points are awarded, compared to the 10 points that could have been awarded if the respondent had received the highest technical evaluation score.

#### 6.5 Total Score

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

#### 6.6 Tied Score and Preferences

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

- (1) Whenever a tie involves an Iowa vendor and a vendor outside the state of Iowa, first preference will be given to the Iowa vendor. Ties involving Iowa-produced or Iowa-manufactured products and items produced or manufactured outside the state of Iowa will be resolved in favor of the Iowa product. Whenever a tie involves one or more Iowa vendors and one or more vendors outside the state of Iowa, the drawing process outlined in [subparagraph 10.12\(3\)\(e\)\(3\)](#) will be held among the Iowa vendors only.
- (2) If a tie does not include an Iowa vendor or Iowa-produced or Iowa-manufactured product, preference will be given to a vendor based in the United States or products produced or manufactured in the United States over a vendor located or products produced or manufactured outside the United States.
- (3) If a tie neither includes an Iowa vendor or Iowa-produced or Iowa-manufactured product nor a United States vendor or United States-produced or United States-manufactured product, a drawing may be held in the presence of the vendors that tied or in front of at least three disinterested parties. All drawings will be documented. Iowa Admin. Code r. 129– 10.13(3)(e).

#### **6.7 Recommendation of the Evaluation Committee.**

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

## 7 Contract Terms & Conditions and Contract Administration

- 7.1 The resulting contract includes the RFP's specifications, requirements, and terms; any RFP amendments; the contract Terms and Conditions (Attachment #3); the offer of the successful Respondent contained in its Proposal; and any other terms deemed necessary by the Agency, including those listed in Sections 7.5 and 7.6.
- 7.2 The Contract terms and conditions for the successful Respondent are included in this RFP as Attachment #3 and posted in the [IMPACS](#) solicitation.
- 7.3 If the Respondent takes exception to any Terms and Conditions, the Respondent must submit a separate electronic file consisting of a redlined Microsoft Word document of the Terms and Conditions. Any exceptions should be accompanied by an explanation for the modification. Objections raised during the solicitation process may be considered during the evaluation and contract negotiations. Objections not raised during the solicitation process are waived and will not be considered at later stages. The Agency's receipt of objections to the Terms and Conditions does not imply acceptance or agreement to any proposed objections. The Contract(s) awarded by the Agency will include the specifications, terms, and conditions outlined in the original solicitation. It may also include any written changes or clarifications made by the Agency through amendments or addenda, the successful Respondent's proposal, and any other necessary terms decided by the Agency.
- 7.4 Objections raised during the solicitation process may be considered during the evaluation and contract negotiations. A Proposal that includes substantive objections may result in the Agency rejecting the Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served. As such, if any proposed modifications are not determined to be in the best interests of the State or appear to pose a substantial impediment to reaching an agreement, the Agency may, in its sole discretion:
- 7.4.1 Issue a Notice of Intent to Award in favor of the successful Respondent but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal.
  - 7.4.2 Issue a Notice of Intent to Award in favor of the successful Respondent and identify in the Notice proposed modifications to terms and conditions identified by the Respondent in its Proposal with which the agency will or will not agree or further negotiate.
  - 7.4.3 Enter open-ended negotiations with the successful Respondent, provided that any such negotiations will be limited to the proposed modifications to terms and conditions identified by the Respondent in its Proposal.
  - 7.4.4 Change the Agency's recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to the Agency.

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

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

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

### **7.5.1 Indemnification**

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

### **7.5.2 Limitation of Liability**

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

### **7.5.3 Attorney General Representation and Jurisdiction & Venue**

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

### **7.5.4 Confidentiality**

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

under Iowa Code chapter 22.

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

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

### **7.6 Special Terms and Conditions**

#### **7.6.1 Term Length**

The Contract will have an initial term of five (5) years, beginning on the date of contract execution (the “Effective Date”). At the end of the Contract’s initial term, the State will have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of five (5) additional one-year terms not to exceed a total contract term of ten (10) years. The State will give the successful Respondent written notice of its intent on whether to exercise each option no later than sixty (60) days before the end of the Contract’s then-current term.

#### **7.6.2 Payment Terms**

##### **7.6.2.1 Payment Methods**

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments may be made using any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Respondents will indicate in their Cost Proposals all of the payment methods they will accept. This information will not be scored as part of the Cost Proposal or evaluated as part of the Technical Proposal.

##### **7.6.2.2 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)**

The State of Iowa may make payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit. [https://das.iowa.gov/sites/default/files/acct\\_sae/man\\_for\\_ref/forms/eft\\_authorization\\_form.pdf](https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf)

##### **7.6.2.3 State Warrant**

The State of Iowa's warrant drawn on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department

**7.6.2.4 Payment Terms**

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

**7.6.2.5 Respondent Discounts**

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

**7.6.2.6 Prompt Payment Discount**

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

**7.6.2.7 Invoices**

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

**7.6.3 Insurance**

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

TYPE OF INSURANCE	LIMIT	AMOUNT
<b>General Liability</b> (including contractual liability) written on an occurrence basis	General Aggregate	\$2 Million
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
	Each Occurrence	\$1 Million
<b>Excess Liability, Umbrella Form</b>	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
<b>Technology Errors and Omissions Insurance</b>	Each Occurrence	\$5 Million
	Aggregate	\$5 Million
<b>Workers Compensation and Employer Liability</b>	As Required by Iowa Law	\$2 Million
<b>Cyber Liability / Network Security</b>	Each Occurrence	\$5 Million
	Aggregate	\$5 Million

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

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

#### **7.6.4 Performance Security**

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

#### **7.6.5 Quarterly Report**

The successful Respondent will provide an electronic detailed quarterly report on all sales made under this agreement within the State of Iowa via E-Mail to the Iowa Department of Management, <mailto:ITContracts@dom.iowa.gov>. The report file format will be compatible with Microsoft Excel. At a minimum, the report will include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit, and extended invoice prices. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or a range of products, departments, or time frames.

##### Quarterly Reporting Schedule:

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

Quarter 2 (Oct 1 – Dec 31) Due Jan 31

Quarter 3 (Jan 1 – Mar 31) Due Apr 30

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

#### **7.6.6 Administrative Fee**

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

State of Iowa – Department of Management

Attention: CFO

200 E. Grand Avenue, Suite 100

Des Moines, IA 50309

#### **7.6.7 Order of Precedence**

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

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

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

**Attachment #1: Respondent Information**

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

*The space below is RESERVED.*

**Attachment #2: Technical Proposal Points**

There are 1000 total points available.  
The Technical Proposal has 750 possible points, and the Cost Proposal has 250 possible points.

Scored Criteria	Section # of the RFP	Possible Points Awarded
General	2.1.1	70
Technology Specifications	2.1.2	40
Usability/Accessibility	2.1.3	100
Reporting and Data	2.1.4	70
Security and Risk Management	2.1.5	70
Implementation	2.1.6	70
Solution Functions	2.1.7	40
Optional Features	2.1.8	30
Service and Maintenance	2.1.9	40
Training	2.4	20
Transition Plan	2.5	40
Implementation Schedule	2.6	40
Project Organization	2.7	40
Experience	5.7	80
<b>TECHNICAL PROPOSAL POINTS:</b>		<b>750</b>
<b>COST PROPOSAL POINTS</b>		<b>250</b>
<b>TOTAL POINTS AVAILABLE</b>		<b>1000</b>

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

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**Attachment #3: Subcontractor Disclosure Form**

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

*The space below is RESERVED.*

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**Attachment #4: Cost Proposal Form**

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

*The space below is RESERVED.*

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**Attachment #5: Sample Contract**

*Please see the sample contract starting on the next page.*

*The space below is RESERVED*

**Attachment #6: Additional Information****Desired Data Elements—preference is for all of these to be searchable parameters**

- Household Address
  - Ability to validate address would be ideal
- Applicant's Name
- County
- Disaster event
- Provider (Community Agency)
- Client Identifier
- Auto-generated case number
- Expense categories
  - Temporary housing
  - Food assistance
  - Personal property
  - Home repair
- Status
  - Case Status
  - Recovery Plan
  - Needs Assessment
- Tier of need (currently using 4 tiers or categories of need)
- Assistance workplan descriptions
- Reviewed for quality assurance

**Case Creation Process**

- Process Steps
  - Initial screening (online submission of a screening form)
  - Intake, if client passes screening (online intake form)
  - May lead to grant application
  - Has ability to save answers to form before submitting
- Applications and case information covers entire household (HH)
- Total Income is for the HH, with the ability to record income by each HH member
- Each HH member's name should be included with the case
- A HH may be affected by multiple disasters over time
- Each case must include:
  - Case notes
  - Dynamic recovery plan
  - Needs assessment
  - IIAGP status
  - Referral
  - Resource tracking

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- Documents assigned to a client's case can be viewed when the case is opened by a user with proper permission.
  - Uploaded documents cannot be altered
  - Comments regarding an uploaded document can be stored with the case

**Payments**—Agency seeks these capabilities.

- Track reimbursement requests from contracted providers by disaster and county
- Track fund requests to Executive Council
- Each Case must show amount requested, granted and paid