

Title: Autonomous Gun and Incident Detection & Alerting Software RFP Number: RFP-185-2528-2026

REQUEST FOR PROPOSAL (RFP) COVER SHEET

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Title of the RFP: Autonomous Gun and Incident Detection & Alerting Software	
RFP Number: RFP-185-2528-2026	
Agency:	Iowa Department of Management
The State of Iowa seeks to purchase:	Artificial Intelligence (AI) -powered software solution that enhances safety, mitigates risks, and reduces operational costs by leveraging our existing surveillance camera infrastructure.
Issuing Officer	
Name: Craig Trotter	Email: craig.trotter@iowa.gov Phone: 515-322-8593
Main Address:	Notice Address:
Iowa Department of Management Attn: ITContracts@dom.iowa.gov 200 E. Grand Ave. Des Moines, IA 50309	Iowa Department of Management Attn: Office of General Counsel 1007 E. Grand Ave G13 Des Moines, IA 50319
Links:	
IMPACS eProcurement Website:	https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=DASIowa All documents for this Solicitation will be posted in IMPACS
Agreement Terms and Conditions:	Attachment #5 of the RFP

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Timetable	
There are no exceptions to any deadlines for Respondents. However, the Agency reserves the right to change dates and times at its sole discretion.	
Event or Action:	Date / Time – Central Time
Targeted Small Business (TSB) website posting:	November 1, 2025 @ 8:00 AM
State issues Solicitation:	November 3, 2025 @ 8:00 AM
Questions: Respondent’s written questions, requests for clarification, and suggested changes are due:	November 25, 2025 @ 5:00 PM
Response: Written response to questions, requests for clarification, and suggested changes are due:	December 5, 2025 @ 5:00 PM
Proposals Due:	December 16, 2025 @ 5:00 PM
Anticipated Date to issue Notice of Intent to Award:	January 16, 2026
Anticipated Date to Execute Contract:	April 1, 2026
Firm Proposal Terms. The minimum number of days post-submission deadline that the Respondent guarantees all proposal terms, including price, will remain firm is:	180 days
Agreement Information	
Potential initial term of the agreement:	5 years
Potential number of annual renewals:	5
Anticipated start date:	April 1, 2026
Anticipated end date:	March 31, 2036
Available to other entities authorized to purchase under the resulting agreement(s)?	YES, including local governmental entities, other states via piggybacking, and non-profit organizations, as long as permissible under the law.

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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 Department of Management – Division of Information Technology is seeking proposals from qualified Vendors to provide an AI-powered software solution that enhances safety, mitigates risks, and reduces operational costs by leveraging our existing surveillance camera infrastructure. The selected solution must autonomously monitor live camera feeds, detect a broad range of threats, and provide real-/near real-time alerts without requiring hardware replacement or manual monitoring.

Project Objectives:

- Improve situational awareness and emergency response capabilities.
- Leverage existing surveillance systems to detect and alert on multiple threats.
- Ensure ethical, privacy-conscious AI implementation.
- Reduce reliance on manual monitoring and rule-based systems.

1.2. 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(s) or Governmental Entity(s) of the State that purchases from the Contract once executed.

“Artificial Intelligence” means a machine-based system that is designed to autonomously or semi-autonomously generate or materially modify content, code, recommendations, or decisions that can influence physical or virtual environments. For purposes of this solicitation, AI does not include incidental or embedded software features whose primary purpose is to assist with routine tasks (such as spell-check, grammar suggestions, or basic data sorting) and which do not independently generate or materially modify Deliverables under this solicitation."

“Contract” or **“Agreement”** 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

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available through the Contractor, directly or indirectly, in connection with any contract resulting from this Solicitation.

“Ethical deep-learning AI” means a system that conforms to the following principles: fairness, transparency, accountability, privacy and human well-being. The system should reduce the biases in algorithms, ensure data protection and prioritize the welfare of individuals and the community.

“IMPACS” means the Iowa Management of Procurement and Contracts System - an eProcurement software program.

Website: <https://bids.scquest.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.

“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 the scope stated in this section and any other terms and conditions stated in this Solicitation.

2.1. Scope of Work Summary

The Respondent shall provide an AI-powered video analytics solution capable of autonomously monitoring existing camera feeds 24/7/365 to detect and alert on visible threats and safety risks in real or near real-time. The solution must utilize ethical deep-learning AI—not motion or rule-based detection—to identify incidents such as unholstered firearms, unauthorized presence, loitering, crowd formation, and other defined risk events. The system must integrate with existing school security infrastructure, ensure secure data transmission, and comply with FedRAMP Moderate readiness requirements. To protect privacy, the system shall not continuously scan or capture personally identifiable information (PII); it may only capture and process data when detecting a defined incident.

The initial implementation of the proposed solution will be for use within school districts to enhance student and staff safety; however, the system’s architecture, configuration, and support framework must be adaptable for deployment across other State agencies and political subdivisions. The Respondent shall provide comprehensive implementation, configuration, reporting, training, and technical support services to ensure continuous, reliable, and compliant operation statewide. The system must enable administrators to manage users, data, alerts, and reporting independently, ensuring scalability, accountability, and secure interoperability with law enforcement and emergency response systems

2.2. Current Environment and Conditions

There is currently no standardized approach to systems used by school districts or state agencies. This has led to gaps, inefficiencies, and a lack of uniformity in any existing systems and services. Establishing a standardized framework is necessary to ensure reliability and consistency statewide.

2.3. Future State

School districts, state agencies, and any political subdivision can choose to have a fully autonomous visual threat detection system that continuously monitors live camera feeds 24/7/365 across designated facilities. The detection system will utilize ethical deep-learning AI to identify firearms and other defined risks in real time, without relying on motion or rule-based detection methods. Alerts will be instantly verified and shared with law enforcement and security personnel through integrated situational awareness tools, including facility mapping, escalation paths, and notifications. The system will operate with high reliability, secure data management, and seamless integration into existing networks, ensuring uninterrupted protection while minimizing disruption to daily operations.

2.4. Specifications

Respondents shall demonstrate that their solution satisfies and performs all of the following requirements:

2.4.1. Core Capabilities

- a) Autonomously monitor live camera feeds twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year (24/7/365)
- b) Detect viewable risks and threats using ethical deep-learning AI (not motion, rule, or ML-based).

- c) Monitor multiple existing cameras and views simultaneously.
 - i. Provide real/near real-time alerts to designated staff, systems or third parties.
 - Real-time - Alerts, notifications, and data delivery occur immediately or within 1–2 seconds of the system detecting an event or risk. This applies to critical incidents such as visible unholstered firearms or other life-safety threats.
 - Near Real-time – Alerts and data delivery occur within 5-10 seconds of detection. This would apply to lower priority events, such as loitering.
 - ii. Support 911 escalation in the event of active shooter or other emergencies.
 - iii. Allow full configurability of the solution parameters to match organizational needs.

2.4.2. Multi-Risk, Multi-Camera Detection

- a) Detect multiple risk scenarios across cameras concurrently.
- b) Allow the organization to define:
 - i. Which risks to monitor
 - ii. When to monitor (by daypart)
 - iii. Where to monitor (by camera)
- c) Enable easy reconfiguration of monitored cameras and risks without additional fees or Respondent assistance.

2.4.3. Minimum Detection Requirements

All detection parameters must be user-configurable without additional cost or Respondent assistance:

- a) Visible drawn/branded firearms (handguns, rifles, shotguns, assault rifles)
- b) Unauthorized presence of vehicles/persons in defined zones
- c) Loitering as defined by organizations
- d) Crowd formation or multiple persons in defined zones
- e) Zero occupancy in defined zones
- f) Falls/persons on the ground
- g) Leaks, spills or pooled liquids
- h) Camera outages or transmission failures

2.4.4. Alerting Requirements

- a) Alerts must be delivered in real/near real-time via multiple channels.
- b) Alerts must include:
 - i. Reason for alert
 - ii. Camera name/location
 - iii. Timestamp
 - iv. Visual evidence (e.g., snapshot or video clip)
- c) Alert recipients must be configurable by organization.

2.5. Technical and Security Requirement

2.5.1. System Integration and Compliance

- a) The solution must integrate with existing safety/security systems.
- b) The solution must comply with organizational cybersecurity and network security standards.
- c) The solution must be fully compatible with Microsoft Windows OS (Linux-only solutions will not be accepted).

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- d) The solution must provide system health monitoring and alerting.
- e) The solution must log and store alerts for historical analysis.
- f) The solution must meet or exceed FedRAMP Moderate readiness requirements and provide evidence of compliance with continuous monitoring and applicable security controls.

2.5.2. Data Encryption

- a) Encryption in Transit
 - i. The solution must use secure protocols such as TLS 1.2 or higher to encrypt video and data during transmission.
 - ii. For video streaming, SRTP (Secure Real-time Transport Protocol) or HTTPS shall be used for securing real-time communication.
- b) Encryption at Rest
 - i. The solution must store sensitive video and data using strong encryption algorithms such as AES-256.
 - ii. The solution must implement proper key management practices, ensuring encryption keys are stored separately and protected.

2.5.3. Authentication and Access Control

- a) The solution must implement multi-factor authentication (MFA) for accessing video storage and transmission systems.
- b) The solution must use the principle of least privilege to limit access to video and data only to users or systems that require it.
- c) The solution must have audit access logs to track all access to video and data and ensure compliance with internal security policies.

2.5.4. Data Integrity and Validation

- a) The solution must use cryptographic hash functions (e.g., SHA-256) to verify the integrity of video and data during transmission.
- b) The solution shall implement digital signatures for video and data files to confirm authenticity and integrity.
- c) The solution must perform data validation to prevent injection attacks (e.g., SQL injections) when interacting with video or data storage systems.
- d) The solution must ensure that only valid data formats are accepted (e.g., video codecs, resolutions).

2.5.5. Video Streaming and Storage Security

- a) The solution must use HLS or DASH with DRM or encryption to secure live video streaming.
- b) The solution shall implement watermarking to prevent unauthorized redistribution of video content.
- c) The solution must consider using token-based access control to authenticate users and prevent unauthorized access to live streams.
- d) The solution must store videos in secure environments such as encrypted cloud storage or on-premises storage systems that are physically protected.
- e) The solution shall implement real-time replication of data.
- f) The solution shall implement backup and disaster recovery mechanisms for video storage.
- g) The solution must ensure proper network segmentation, firewall rules, and intrusion detection/prevention systems (IDS/IPS).

2.5.6. Network Security

- a) The solution must ensure VPNs or MPLS for transmitting sensitive video and data across public or untrusted networks.
- b) The solution shall utilize firewalls and intrusion prevention systems (IPS) to protect video and data transmission paths.
- c) The solution must isolate video and data networks from other IT networks to reduce potential attack surfaces.

2.5.7. Software and Firmware Security

- a) The solution must regularly update all software, firmware, and applications involved in the processing and storage of video and data.
- b) The solution must conduct regular vulnerability assessments, penetration testing, and code reviews.

2.5.8. Monitoring and Incident Response

- a) The solution shall implement continuous monitoring of systems handling video and data, including access, transaction, and error logs.
- b) The solution must use SIEM systems to detect and respond to security incidents
- c) Develop and maintain an incident response plan for identifying, mitigating, and recovering from security incidents.

2.5.9. Compliance and Legal Requirements

- a) Respondents must be included on the Department of Homeland Security and Emergency Management (HSEM) School Security Infrastructure Software and Technology Approved Organization List. This list is established and maintained by HSEM in accordance with Iowa Code section 423F.3(6)(a)(5)(a)(vii)(C).
- b) The solution shall not continuously scan or capture personally identifiable information (PII), including student images. Video and data shall only be captured and stored when a defined incident or risk event is detected (e.g., unholstered firearm, unauthorized presence, or other threat scenarios).
- c) The solution shall not perform facial recognition, license plate recognition, or other PII-based analytics outside of an incident detection.
- d) The solution shall implement measures to safeguard personally identifiable information (PII) when handling video data that may contain sensitive content.
- e) The solution's software or technology must be designed to detect and alert school district employees and first responders if a visible, unholstered firearm on school district property.
- f) The solution's unholstered firearm detection software or technology must be compatible and designed to integrate with a school district's existing security camera infrastructure.
- g) All video processing, data processing, and data storage relating to the solution's unholstered firearm detection software or technology that occurs on school district property or on servers located within the United States must comply with data retention policies consistent with rules adopted by Iowa Homeland Security and Emergency Management.
- h) The solution's unholstered firearm detection software or technology must be developed in the United States without the use of any third-party data or open-source data.
- i) The solution's unholstered firearm detection software or technology must be developed in the United States by a company in which a majority interest and controlling interest is owned by shareholders who are citizens of the United States.

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- j) The solution must not be associated with any company that is owned or controlled by the People's Republic of China.
- k) The solution's software and/or technology must be designated by the Secretary of Homeland Security as qualified anti-terrorism technology under 6 U.S.C. §441 et seq.

2.6. Technical Proposal Submission Requirements

2.6.1. Threat Detection and Resolution Documentation

- a) Identify the school vulnerabilities in your solution address.
- b) Describe in detail how your system mitigates or resolves these vulnerabilities.
- c) Provide documentation of solutions success at resolution (e.g., case studies, metrics or third-party validation).

2.6.2. System Description (Functional)

- a) Describe the solution's ability to interact with local law enforcement.
- b) Explain situational awareness capabilities, including:
 - i. Facility mapping with on-screen alerts
 - ii. Notification lists and escalation paths
 - iii. Status notifications and monitoring
- c) Describe how remote devices are mounted, powered. And whether they are all-weather capable.
- d) Describe the solution's ability to integrate with mapping platforms such as GeoComm.
- e) Identify all categories of data stored by the solution and confirm that no PII is continuously captured or stored. Video and data shall only be captured when a defined incident occurs, and all incident data must be encrypted, access-controlled, and logged for auditing purposes. The system shall not use facial recognition, license plate recognition, or other PII analytics outside of the incident detection workflow.

2.6.3. System Description (Technical)

- a) Describe how the solution ensures secure data transmission.
- b) Explain how the solution integrates with building Ethernet networks.
- c) Describe how the solution runs diagnostics to check functionality.
- d) Explain how the solution supports annual or more frequent testing during normal business hours without disrupting students/faculty.
- e) Describe the web-based user interface, including accessibility across browsers, ability to have unlimited users, and Windows OS compatibility.
- f) Respondents must confirm that the solution meets or exceeds FedRAMP Moderate readiness requirements. Must provide evidence of compliance with continuous monitoring and applicable security controls.
- g) Describe how and where The solution is hosted.
- h) Describe how the Agency's data is kept separate from other clients' data.
- i) Describe system reliability, guarantees of availability, and backup/restore processes.
- j) Explain document archival, access controls, and automatic deletion scheduling.
- k) Provide documentation of the current ISO/IEC27001 and SOC 2 Type II certifications.
- l) Describe internal processes for maintaining compliance with these certifications and addressing audit findings.
- m) Describe the methodology for training the AI, including the use of live training environment and greenscreen simulation technologies.

2.6.4. System Administration

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- a) Identify the types of system users and the access privileges of each type.
- b) Describe functions available to Agency's administrators, including ability to manage:
 - i. Templates and Standardized terms
 - ii. User accounts and permissions
 - iii. Respondent records
 - iv. Public vs. private information
 - v. Document management functions

2.6.5. Reporting

- a) Provide samples of standard system reports, including:
 - i. Alert activity
 - ii. Historical risk events
 - iii. System health and uptime
- b) List all routine management reports available.
- c) Describe the ability to create ad-hoc/customized reports, including filters, export formats, and scheduling.

2.6.6. Customer Support

- a) Describe your customer service and maintenance program in detail.
- b) Provide expected level of service for:
 - i. Critical incidents
 - ii. Non-critical incidents
 - iii. Standard support requests
- c) State guaranteed response times and engineer availability.
- d) Confirm that all monitoring services are performed in-house, not outsourced to third parties.
- e) Describe the operations centers, including redundancy/backup facilities to ensure continuous monitoring 24/7/365.
- f) Provide qualifications of monitoring personnel, including security, law enforcement, or military backgrounds.

2.6.7. Implementation Plan

- a) Provide your recommended implementation strategy, including:
 - i. On-site coordination and support services
 - ii. Professional services and best practice consulting
 - iii. Any third-party vendor involvement and their roles
- b) Describe documentation provided.
- c) Estimate Agency's staff time required, broken down by role (IT, admin, security).
- d) Provide experience with installations of similar size/complexity.
- e) Submit an implementation schedule, including proposed delivery dates for key tasks/outcomes in the following format:

(The following is for sample purposes only)

#	MILESTONE	DELIVERABLE(S)	SCHEDULE
1		-	Effective Date + 5 Days
2			Effective Date + 10 days
3			Effective Date + 30 Days
4	Acceptance Testing	-	Effective Date + 30 Days
5	Project Completion	-	Effective Date + 45 Days

2.6.8. Training

- a) Describe training provided for operation and maintenance staff (onsite, hands-on).
- b) Describe administrator training (system management, reporting, configuration).
- c) Describe end-user training (daily use, alert handling).
- d) Provide a plan for onboarding new users over time, including refresher or e-learning options.
- e) Identify all training materials (manuals, online learning, recorded sessions) and state if additional costs apply.

2.6.9. Performance-Based Criteria

Performance-based measures are required to be included in any State contract pursuant with Iowa Code Section 8.47 (1) (Iowa Supp. 2001) (2001 Iowa Acts, House File 687, Section 5).

- a) Describe any performance-based incentives and disincentives that the Respondent would propose to include in the resulting contract.
- b) What standards have you set for Respondent’s monitoring personnel?
- c) How are they measured?
- d) Are results shared with Respondent’s personnel and clients?
- e) What results are shared and how often?

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. Viewing the Solicitation via IMPACS eProcurement System

The Solicitation documents and any addenda to the Solicitation will be posted at the IMPACS website at <https://bids.sciquest.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 shall 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.

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Respondents are not permitted to submit questions in attachment form. To reduce the number of repeated questions, please refer to the IMPACS Q&A Board before submitting your questions. If the Agency should provide a written response, such responses 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 provide all necessary information to enable the Agency to evaluate the Proposal. The Respondent is solely responsible for the costs associated with preparing the proposal. 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, negligence or otherwise, providing 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, the 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.

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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 opens. 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 and Disqualifications

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 waivers or cures will not modify the Solicitation or excuse the Respondent from full compliance with the Solicitation and contract requirements. The reasons Proposals may be disqualified include, but may not be limited to, the following:

- 3.15.1.** Respondent initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer.
- 3.15.2.** Respondent fails to comply with the RFP's formatting specifications so that the Proposal cannot be fairly compared to other bids.
- 3.15.3.** Respondent fails, in the Agency's opinion, to include the content required for the RFP.
- 3.15.4.** Respondent fails to be fully responsive in the Respondent's response to Section 2, Scope of Work, states that an element of the Scope of Work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the Scope of Work specifications.

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3.15.5. Respondent's response materially changes the Scope of Work specifications.

3.15.6. Respondent fails to submit the required RFP attachments.

3.15.7. Respondent marks the entire Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential.

3.15.8. Respondent includes assumptions in its Proposal.

3.15.9. Respondent fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.

3.15.10. Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code §12J. This list is maintained by the Iowa Public Employees' Retirement System. The list is currently found here: <https://ipers.org/investments/restrictions>.

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 consider the information obtained through those contacts in the evaluation.

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.

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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.

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:

- a) **First-tier appeal bond:** 5% of the contract value, as determined by the Agency.
- b) **Second-tier appeal bond:** 25% of the contract value, as determined by the Agency.

- c) **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 a 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 PROPOSAL

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

SUBJECT	SPECIFICATIONS
<p>Proposal General Composition</p>	<p>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 separate electronic files. The files will be labeled with the following information:</p> <p style="text-align: center;">RFP-185-2528-2026- Respondent Name -Technical Proposal RFP-185-2528-2026 - Respondent Name - Cost Proposal</p> <p>Proposals shall be provided in PDF format. Files shall be text-based and not scanned images, and shall be searchable and not password-protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.</p> <p>All files must be attached to the Respondent’s submission in IMPACS.</p> <p>Proposals will not contain promotional or display materials.</p> <p>If a Respondent proposes more than one solution to the RFP, each will be labeled and submitted as a separate Proposal and evaluated separately.</p> <p>The Proposal will be submitted in digital format via IMPACS. Proposals must be <i>formatted</i> 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.</p> <p>Proposals must be typewritten. The font must be 11 points or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri, Arial, and Gill Sans MT.</p> <p>Pages included in the Respondent’s Proposal Section 4 and any attachments the Respondent may create in a “Section 4 Attachments” section are limited to 50 pages.</p> <p>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.</p>

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SUBJECT	SPECIFICATIONS
<p>Request for Confidential Treatment</p>	<p>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”. Respondents <u>will not</u> seek confidential treatment of their Cost Proposal, in whole or in part.</p> <p style="text-align: center;">RFP-185-2528-2026 - Respondent Name - Public Copy</p> <p>See RFP Section 3.10 Form 22 – Request for Confidentiality for additional information regarding confidential treatment.</p>
<p>Exceptions to RFP/Contract Language</p>	<p>Exceptions to Terms and Conditions will be set forth in RFP Section 7.</p> <p>If the Respondent objects to any term or condition of the RFP or attached Sample Contract, the Respondent must fill out and submit Attachment # 6 – Exceptions to RFP/Contract Language.</p>

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 the 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.
- 5.2.6. 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: Proposal 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. Information to Include in 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 proposed approach. Proposal responses should provide sufficient detail so the Agency can understand and evaluate the Respondent's approach.

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

5.5. Information to Include in Section 4: Experience

The Respondent will provide the following information regarding its experience:

- 5.5.1. Number of years in business.
- 5.5.2. Number of years with experience providing the types of goods and/or services sought by the Solicitation.
- 5.5.3. Description of technical experience in providing the types of goods and/or services sought by the Solicitation.

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- 5.5.4. 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.
- 5.5.5. Active client references from a minimum of ten (10) current clients representing a range of sectors. Each reference must include client name, contact person, sector and telephone number.
- 5.5.6. At least three (3) documented incidents from 2025 where the proposed system successfully detected a firearm and led to a measurable action (e.g., arrest, lockdown or change in security posture).
- 5.5.7. Provide documentation of a current DHS SAFETY Act Designation for the proposed technology. If not, currently designated, provide evidence of application or road map to obtain.
- 5.5.8. Provide evidence of demonstrated scalability across at least one hundred (100) active clients currently utilizing the proposed system.
- 5.5.9. Description of experience managing subcontractors, if the Respondent proposes to use subcontractors.

5.6. Information to include in 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:

- 5.6.1. Full name.
- 5.6.2. Education.
- 5.6.3. Years of experience and employment history, particularly in relation to the Solicitation's specifications.
- 5.6.4. The respondent shall identify all subcontractors proposed to be used. Note: The use of subcontractors shall not relieve the Respondent of any contractual obligations or responsibilities. The Respondent remains fully responsible for the performance, compliance and compensation of all subcontractors.
- 5.6.5. For each subcontractor, the Respondent must provide the following:
 - a) Company name, address, and primary contact information.
 - b) Description of the goods and/or services the subcontractor will provide.
 - c) Experience and qualifications to provide in relation to the Solicitation's specifications.
 - d) Percentage of total work the subcontractor is expected to perform.

5.7. 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 Table
- Attachment #2: Subcontractor Disclosure Form
- Attachment #4: Cost Proposal
- Attachment #5: Redlined Sample Contract (if applicable)
- Attachment # 6: Exceptions to RFP & Contract Language (if applicable)

5.8. Cost Proposal

5.8.1. 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 shall be Free on Board (FOB) Destination, including freight costs and all expenses, and is based on Net 60-day payment terms. A Cost Proposal 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.

5.8.2. 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.

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5.8.3. Payment Methods. The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of any contract.

5.8.4. Price Increases. Upon annual renewal, the contract price may be increased by an amount not to exceed the lesser of (i) three-percent (3%) or (ii) the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), Midwest Region, as published by the U.S. Bureau of Labor Statistics, for the most recent 12-month period available prior to the adjustment date.

In the event the CPI-U (Midwest Region) data is no longer available or substantially altered, the parties agree to select a comparable index for determining price adjustments.

5.8.5. 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. The agency reserves the right to utilize artificial intelligence (AI) tools to validate the competitive Solicitation evaluation process. Evaluators may consider insights or analyses generated by AI throughout the evaluation. Any use of AI will be subject to and in compliance with the applicable agencies' AI use policy.

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 Attachment #3.

6.3.1. Proposal Scoring and Evaluation Criteria

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

6.3.2. Scoring Guide

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



6.3.3. Technical proposals must receive at least sixty percent (60%) of the available points in order to be eligible to be awarded the contract. Respondents who do not receive at least sixty percent (60%) of the points available for the technical proposal will not have their cost proposals reviewed and will not be eligible for further consideration in the Solicitation.

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.

6.4.1.Method for Respondent Possible Cost Points – Step 1

The technical evaluation points received (numerator) are divided by the total possible technical points (denominator) listed in Attachment #3, then multiplied by the total possible cost points listed in Attachment #3. This provides the total points possible for the Respondent in the cost evaluation. The equation is illustrated below.

$$Respondent\ Possible\ Points = \frac{Technical\ Evaluation\ Points}{Total\ Possible\ Technical\ Points} \times Total\ Possible\ Cost\ Points$$

6.4.2.Method for Respondent Possible Cost Points – Step 2

To determine the Cost Proposal points to be awarded to the Respondent, the lowest Cost Proposal from all proposals being evaluated (numerator) is divided by the Respondent’s Cost Proposal being evaluated (denominator), then multiplied by the Respondent’s possible points, determined by the equation above. The equation is illustrated below.

$$Cost\ Proposal\ Points = \frac{Lowest\ Cost\ Proposal}{Cost\ Proposal\ Being\ Evaluated} \times Respondent\ Possible\ Points$$

For example:

- Total Technical Points = 800
- Total Cost Points = 200

Step 1: Technical Evaluation

Respondent A scores 400 out of 800 on the technical evaluation.

That is 50% of the technical points. The maximum cost points they can earn is:

$$\frac{400}{800} \times 200 = 100\text{ cost points}$$

Step 2: Cost Evaluation

Now compare cost proposals:

- Lowest Cost Proposal = \$100,000
- Respondent A Cost Proposal = \$125,000
- Points Possible for Respondent A = 100 (from Step 1)

Now calculate the cost points awarded:

$$\frac{100,000}{125,000} \times 100 = 80\text{ cost points}$$

Final Result for Respondent A:

- Technical Points = 400
- Cost Points = 80
- Total Score = 480 out of 1000

6.5. Total Proposal Points – 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 Iowa Admin. Code r. 129 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– 10.12(e)(3).

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. RFP Specifications, Requirements, and Terms

The resulting contract includes the RFP's specifications, requirements, and terms; any RFP amendments; the Contract Terms and Conditions (Attachment #5); the offer of the successful Respondent contained in its Proposal; and any other terms deemed necessary by the Agency.

7.2. Contract Terms and Conditions

The Contract terms and conditions for the successful Respondent are included in this RFP as Attachment #5 and posted in IMPACS.

7.3. Exception to Any Terms and Conditions

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. An explanation for the modification should accompany any exceptions. 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

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 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), not to exceed ten (10) 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. Solution Availability

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 Contract execution and that the proposed solution will not be retired or discontinued during the Contract term, including optional renewals.

7.6.3. Payment Terms

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

7.6.3.2. 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.

7.6.3.3. 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

7.6.3.4. 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

7.6.3.5. Credit card or ePayable

The State of Iowa’s Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if the Respondent uses the Pcard or EAP payment methods. P-Card-accepting respondents must abide by the State of Iowa’s Terms of P-Card Acceptance. Respondents must provide a statement regarding their ability to meet the requirements in this subsection, as well as identify their transaction reporting capabilities (Level I, II, or III).

7.6.3.6. Terms and Conditions for State of Iowa Purchasing Cards

The State of Iowa will pay the successful Respondent's invoices using its Purchasing Card Program (Pcard) whenever possible. The Pcard is a VISA credit card issued by U.S. Bank to allow authorized employees to make purchases on behalf of the State. It is a faster, more convenient alternative to traditional invoicing and remittance processing, allowing US Bank to pay the successful Respondent directly, generally within 48 hours of the transaction. The successful Respondent will comply with security measures for Pcard payments, including:

- 7.6.3.7.** The successful Respondent will comply with Payment Card Industry Data Security Standard (PCI DSS) to ensure confidential card information is not compromised;
- 7.6.3.8.** The successful Respondent will adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection.
- 7.6.3.9.** The successful Respondent will not write down card numbers or store card information. When accepting orders by phone, the successful Respondent will process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with postage prepaid).
- 7.6.3.10.** The successful Respondent will process payment for items when an order is placed only for items currently in stock and available for shipment and only for services already rendered.
- 7.6.3.11.** The successful Respondent will confirm that the name of the purchaser matches the name on the card.
- 7.6.3.12.** The successful Respondent will ensure Internet orders are processed via secure websites featuring Verisign, TRUSTe, BBB Online, or "https" in the Web URL address.
- 7.6.3.13.** The successful Respondent will shred any documentation with credit card numbers.

7.7. Respondent Discounts

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

7.8. Prompt Payment Discount

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

7.9. 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.

7.10. 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.

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

7.11. Performance Security

The Contract may require the Respondent to provide security for performance [e.g. performance bond, escrow, letter of credit]. 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.

7.12. 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 email to the Iowa Department of Management, 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, on an individual or specific basis, for a particular product, department, time frame, or a range of products, departments, or time frames.

State Fiscal Year – Reporting and Administrative Fee Schedule		
QUARTER 1	July 1st - September 30th	Due October 31st
QUARTER 2	October 1st – December 31st	Due January 31st
QUARTER 3	January 1st – March 31st	Due April 30th
QUARTER 4	April 1st -June 30th	Due July 31st

7.13. Administrative Fee

Without affecting the approved Goods and/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 under 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" using the schedule above.

7.14. 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, or any terms and conditions attached to and accompanying this RFP as Attachment #5.
- (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.

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ATTACHMENT #2: SUBCONTRACTOR DISCLOSURE FORM

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

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ATTACHMENT #3: PROPOSAL POINTS

There are **1000 total points** available.

The Technical Proposal has 800 possible points, and the Cost Proposal has 200 possible points.

SCORED CRITERIA	RFP SECTION #	TECHNICAL POSSIBLE POINTS
Core Capabilities	Section 2.4.1	15
Multi-Risk, Multi-Camera Detection	Section 2.4.2	15
Minimum Detection Requirements	Section 2.4.3	15
Alerting Requirements	Section 2.4.4	15
System Integration and Compliance	Section 2.5.1	15
Data Encryption	Section 2.5.2	15
Authentication and Access Control	Section 2.5.3	15
Data Integrity and Validation	Section 2.5.4	15
Video Streaming and Storage Security	Section 2.5.5	15
Network Security	Section 2.5.6	15
Software and Firmware Security	Section 2.5.7	15
Monitoring and Incident Response	Section 2.5.8	15
Compliance and Legal Requirements	Section 2.5.9	15
Threat Detection and Resolution Documentation	Section 2.6.1	55
System Description (Functional)	Section 2.6.2	55
System Description (Technical)	Section 2.6.3	55
System Administration	Section 2.6.4	55
Reporting	Section 2.6.5	55
Customer Support	Section 2.6.6	55

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Implementation Plan	Section 2.6.7	55
Training	Section 2.6.8	55
Performance-Based Criteria	Section 2.6.9	55
Experience	Section 5.5	55
Key Personnel	Section 5.6	55
TOTAL:		800

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, criterion by criterion. To the extent necessary, each section should be discussed, including its positives, negatives, concerns, and other relevant information. Once the discussion is concluded, the committee will reach a consensus on a score for each criterion.

The committee will continue until all criteria have been scored.

The Issuing Officer will record the final score for each scored requirement.

ATTACHMENT #4: COST PROPOSAL

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

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ATTACHMENT #5: SAMPLE CONTRACT

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

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ATTACHMENT #6: EXCEPTIONS TO RFP & CONTRACT LANGUAGE

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

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