

**REQUEST FOR PROPOSAL**

**RFP COVER SHEET    Administrative Information:**

|  |   |  |  |                   |
|--|---|--|--|-------------------|
| <b>TITLE OF RFP:</b>   | <b>Online LIMS System</b>   |  | <b>RFP Number:</b>   | <b>1216009012</b> |
| <b>Agency:</b>   | <b>Iowa Dept. of Agriculture &amp; Land Stewardship</b>   |  |  |                   |
| <b>State seeks to purchase:</b>  | <b>Online Laboratory Information Management System</b>  | <b>Available to Political Subdivisions?</b>  | Yes<br>Available to any Governmental Entity or Governmental subdivision as defined in Iowa Code Chapter 8A.101 |                   |
| <b>Number of years of the initial term of the contract:</b>  | <b>2</b>  | <b>Number of possible annual extensions:</b> | <b>4</b>   |                   |
| <b>Approximate Initial Contract term beginning:</b>  | Date: October 1, 2016   | <b>Approximate Ending:</b>                   | Date: September 30, 2016   |                   |
| <b>State Issuing Officer:</b>  |   |  |  |                   |
| Name: Ken Discher, Department of Administrative Services Procurement Bureau  |   |  |  |                   |
| Phone e-Mail and Fax: 515 281-6380 <a href="mailto:Ken.Discher@iowa.gov">Ken.Discher@iowa.gov</a> Fax: 515 725-2064  |   |  |  |                   |
| Mailing Address: Department of Administrative Services (DAS)<br>Central Procurement and Fleet Services Enterprise<br>1305 E. Walnut St.<br>Hoover Bldg. – Level 3<br>Des Moines, IA 50319  |   |  |  |                   |
| <b>PROCUREMENT TIMETABLE—Event or Action:</b>  |   |  | <b>Date/Time (Central Time):</b>   |                   |
| State Posts Notice of RFP on TSB website   |   |  | <b>May 31, 2016</b>  |                   |
| State Issues RFP   |   |  | <b>June 2, 2016</b>  |                   |
| RFP written questions, requests for clarification, and suggested changes from Contractors due (Submit questions to: <a href="mailto:Ken.Discher@iowa.gov">Ken.Discher@iowa.gov</a> ) :<br>Agency's written response to RFP questions, requests for clarifications and suggested changes due: |   |  | <b>June 14, 2016</b><br><br><b>June 21, 2016</b>   |                   |
| Proposals Due Date:<br>Proposals Due Time:   |   |  | <b>Date: July 15, 2016</b><br><b>Time: 12 PM Central</b>   |                   |
| Anticipated Date to issue Notice of Intent to Award:   |   |  | <b>August 22, 2016</b>   |                   |
| <b>Relevant Websites:</b>  | <b>Web-address:</b>   |  |  |                   |
| Internet website where Addenda to this RFP will be posted:   | <a href="http://bidopportunities.iowa.gov/?pgname=viewall">http://bidopportunities.iowa.gov/?pgname=viewall</a> |  |  |                   |
| Internet website where contract terms and conditions are posted:   | <a href="http://bidopportunities.iowa.gov/?pgname=viewall">http://bidopportunities.iowa.gov/?pgname=viewall</a> |  |  |                   |

|   |                 |
|---|-----------------|
| Number of Copies of Proposals Required to be Submitted:   | <b>6</b>        |
| Firm Proposal Terms<br>Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm: | <b>160 Days</b> |

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## SECTION 1

## INTRODUCTION

### 1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Contractors to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

### 1.2 Definitions

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

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

**“Contract”** means the contract(s) entered into with the successful Contractor(s) as described in Section 6.1.

**“Contractor”** means a vendor submitting Proposals in response to this RFP.

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

**“Governmental Entity”** means any unit of government in the executive, legislative, or judicial branch of government; an agency or political subdivision; any unit of another state government, including its political subdivisions; any unit of the United States government; or any association or other organization whose membership consists primarily of one or more of any of the foregoing.

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

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

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

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

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

### **1.3 Overview of the RFP Process**

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

This RFP is designed to provide Contractors with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency’s benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

### **1.4 Background Information**

The IDALS laboratory is a collection of sub-laboratories that analyze agricultural samples for regulatory compliance and safety. Our laboratory performs microbiological and chemical analyses to support other programs in the department such as Pesticide, Animal Feed & Fertilizer, Dairy, and Meat & Poultry. Inspectors assigned to each program collect samples in the field and ship or hand-deliver them to the laboratory. We have 16 laboratory members and 10-50 staff in the field that would use the LIMS.

We recently received a federal grant to purchase and implement a LIMS in our feed laboratory. The ultimate goal of the grant is for the IDALS feed laboratory to attain accreditation and we are seeking a LIMS that will help us meet ISO 17025:2005 requirements. Although the funding is specifically for the feed program, we would like to purchase a LIMS that can be used in the future for other programs with little added cost. The LIMS application software that is obtained for the animal feed program via contract as a result of this RFP may, at the State’s discretion, also be expanded in the future for use in the Dairy, Meat & Poultry, and Pesticide programs to aid accreditation in these areas. These future additions may require additional training and customization services.

A computerized LIMS shall provide the Laboratory with management information tools to allow for efficient Laboratory operations in producing timely and accurate analytical data and assessment reports, and to make validated data available to all required parties.

## SECTION 2

## ADMINISTRATIVE INFORMATION

### **2.1 Issuing Officer**

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

### **2.2 Restriction on Communication**

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

### **2.3 Downloading the RFP from the Internet**

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

### **2.4 Procurement Timetable**

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

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

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

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

## **2.6 Amendment to the RFP**

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

## **2.7 Amendment and Withdrawal of Proposal**

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

## **2.8 Submission of Proposals**

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

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

## **2.9 Proposal Opening**

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

## **2.10 Costs of Preparing the Proposal**

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

## **2.11 No commitment to Contract**

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



## **2.12 Rejection of Proposals**

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

- 2.12.1** The Contractor fails to deliver the cost proposal in a separate envelope.
- 2.12.2** The Contractor acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.3** The Contractor's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- 2.12.4** The Contractor's Proposal limits the rights of the Agency.
- 2.12.5** The Contractor fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.
- 2.12.6** The Contractor fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Contractor fails to include Proposal Security, if required.
- 2.12.8** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9** The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.12.10** The Contractor initiates unauthorized contact regarding the RFP with state employees.
- 2.12.11** The Contractor provides misleading or inaccurate responses.
- 2.12.12** The Contractor's Proposal is materially unbalanced.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsive Contractor.
- 2.12.14** The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

## **2.13 Nonmaterial Variances**

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to: minor failures to comply that do not affect overall

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

**2.14 Reference Checks**

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

**2.15 Information from Other Sources**

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

**2.16 Verification of Proposal Contents**

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

**2.17 Proposal Clarification Process**

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

**2.18 Disposition of Proposals**

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

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

The Agency's release of public records is governed by Iowa Code chapter 22. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Contractor as non-confidential records unless

Contractor requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

A Contractor requesting confidential treatment of specific information must: (1) fully complete Form 22, (2) identify the request in the transmittal letter with the Contractor's Proposal, (3) conspicuously mark the outside of its Proposal as containing confidential information, (4) mark each page upon which confidential information appears, and (5) submit a "Public Copy" from which the confidential information has been excised.

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

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

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

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

## **2.20 Copyright Permission**

By submitting a Proposal, the Contractor agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public

records. By submitting a Proposal, the Contractor consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

**2.21 Release of Claims**

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

**2.22 Contractor Presentations**

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

**2.23 Evaluation of Proposals Submitted**

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

**2.24 Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Contractors submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Contractor fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Contractor the Agency believes will provide the best value to the State.

**2.25 No Contract Rights until Execution**

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

**2.26 Choice of Law and Forum**

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Contractors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

**2.27 Restrictions on Gifts and Activities**

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Contractors are responsible to determine the applicability of this Chapter 68B to

their activities and to comply with its requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

**2.28 No Minimum Guaranteed**

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

**2.29 Appeals**

Appeals of the Notice of Intent to Award are governed by the Agency's vendor appeal process. Contractors may obtain information about the appeal process from the Issuing Officer and at Iowa Administrative Code chapters 11-7 and 11-117.

**SECTION 3****FORM AND CONTENT OF PROPOSALS****3.1 Instructions**

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

- 3.1.1** The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in a separate sealed envelope. The envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

**RFP Number: 1216009012**

**RFP Title: Online LIMS System**

**Issuing Officer Name: Ken Discher**

**Lead Agency Address: Dept. of Administrative Services**

**Central Procurement and Fleet Services Enterprise**

**1305 E. Walnut St.**

**Hoover Bldg. – Level 3**

**Des Moines, IA 50319**

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

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

- 3.1.2** If the Contractor designates any information in its Proposal as confidential pursuant to Section 2, the Contractor must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".
- 3.1.3** Proposals shall not contain promotional or display materials.
- 3.1.4** Attachments shall be referenced in the Proposal.
- 3.1.5** If a Contractor proposes more than one solution to the RFP specifications, each shall be labeled and submitted separately and each will be evaluated separately.

### **3.2 Technical Proposal**

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

#### **3.2.1 Transmittal Letter (Required)**

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

#### **3.2.2 Table of Contents**

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

#### **3.2.3 Executive Summary**

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

**3.2.3.1** Statements that demonstrate that the Contractor has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6.

**3.2.3.2** An overview of the Contractor's plans for complying with the specifications of this RFP.

**3.2.3.3** Any other summary information the Contractor deems to be pertinent.

#### **3.2.4 Mandatory Specifications and Scored Technical Specifications**

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

#### **3.2.5 Vendor Background Information**

The Contractor shall provide the following general background information:

**3.2.5.1** When awarding a bid opportunity, does your state have a preference for instate vendors? (Example: A % advantage/discount provided off their cost proposal for an instate vendor.) Yes or No. If Yes, please include the details of the preference.

- 3.2.5.2** Name, address, telephone number, fax number and e-mail address of the Contractor including all d/b/a's or assumed names or other operating names of the Contractor and any local addresses and phone numbers
- 3.2.5.3** Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company
- 3.2.5.4** State of incorporation, state of formation, or state of organization.
- 3.2.5.5** The location(s) including address and telephone numbers of the offices and other facilities that relate to the Contractor's performance under the terms of this RFP
- 3.2.5.6** Number of employees
- 3.2.5.7** Type of business
- 3.2.5.8** Name, address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning the Proposal
- 3.2.5.9** Name, address and telephone number of the Contractor's representative to contact regarding scheduling and other arrangements
- 3.2.5.10** Name, contact information and qualifications of any subcontractors who will be involved with this project the Contractor proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 3.2.5.11** Contractor's accounting firm
- 3.2.5.12** The successful Contractor will be required to register to do business in Iowa before payments can be made.  
For vendor registration documents, go to:  
<https://das.iowa.gov/procurement/vendors/how-do-business>

### **3.2.6 Experience**

The Contractor must provide the following information regarding its experience:

- 3.2.6.1** Number of years in business.
- 3.2.6.2** Number of years experience with providing the types of goods and/or services sought by the RFP.
- 3.2.6.3** The level of technical experience in providing the types of goods and/or services sought by the RFP.
- 3.2.6.4** A list of all goods and/or services similar to those sought by this RFP that the Contractor has provided to other businesses or governmental entities.



### **3.2.7 Personnel**

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

**3.2.7.1** Full name

**3.2.7.2** Education

**3.2.7.3** Years of experience and employment history particularly as it relates to the specifications of the RFP

### **3.2.8 Termination, Litigation, Debarment**

The Contractor must provide the following information for the past five (5) years:

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

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

**3.2.8.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity.

**3.2.8.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party.

**3.2.8.5** Any irregularities discovered in any of the accounts maintained by the Contractor on behalf of others. Describe the circumstances and disposition of the irregularities.

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

### **3.2.9 Criminal History and Background Investigation**

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

#### **3.2.10 Acceptance of Terms and Conditions**

By submitting a Proposal, Contractor acknowledges its acceptance of the terms and conditions of the RFP and the document, "Contracts-Services-State General T&Cs-eff 5-1-16", without change except as otherwise expressly stated in its Proposal. If the Contractor takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or the document, "Contracts-Services-State General T&Cs-eff 5-1-16", language it proposes to include in place of the provision. If Contractor's exceptions or responses materially alter the RFP, or if the Contractor submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

#### **3.2.11 Certification Letter**

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

#### **3.2.12 Authorization to Release Information**

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

#### **3.2.13 Firm Proposal Terms**

The Contractor shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 160 days following the deadline for submitting Proposals.

### **3.3 Cost Proposal**

The Contractor shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services. See Attachment #5.

#### **3.3.6 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 made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Contractors shall provide payment acceptance information in this section 3.3.1 in their Cost Proposals. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

##### **3.3.6.1 Credit card or ePayables**

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 Contractor uses the Pcard or EAP payment methods. Pcard-accepting Contractors must abide by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 6.2 of the RFP. Contractors must provide a statement regarding their ability to meet the requirements I this

subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

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

Contractors shall provide a statement regarding their ability to accept 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)

**3.3.6.3 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.

**3.3.7 Payment Terms**

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

**3.3.8 Contractor Discounts**

Contractors shall state in their Cost Proposals whether they offer any payment discounts, including but not limited to:

**3.3.8.1 Prompt Payment Discount**

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

**3.3.8.2 Cash Discount**

The State may consider cash discounts when scoring Cost Proposals.

## SECTION 4

## SPECIFICATIONS

### Overview

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

### 4.1 Mandatory Specifications

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

| <b>Section 4.1<br/>MANDATORY SPECIFICATIONS</b>  | <b>Yes<br/>(Pass)</b> | <b>No<br/>(Fail)</b> | <b>Line Items that<br/>Contain a (*)<br/>Requires<br/>Documentation<br/>or Explanation<br/>(*)</b> | <b>Vendor must describe or<br/>provide<br/>documentation/explanation<br/>for how the system meets<br/>the noted specification</b> |
|--|-----------------------|----------------------|--|---|
| The LIMS application software must be a standard product that is fully developed, tested, and supported.   |                       |                      | *  |   |
| The LIMS application software must be implemented in a regulatory agricultural laboratory setting.   |                       |                      | *  |   |
| The LIMS application software must permit on-site configuration and generation of application related programs including displays, tables and reports using application tools. |                       |                      | *  |   |
| The LIMS application software must be compatible with the system hardware and network, and must meet the functional requirements specified.                                    |                       |                      |  |   |
| The LIMS application software must have the ability to be hosted on-site.  |                       |                      |  |   |
| The LIMS application software must have the ability to be hosted remotely with an approved service provider.   |                       |                      | *  |   |
| Computers and tablets must be able to use other applications, such as Microsoft Office, rather than requiring dedication to the LIMS application software alone.               |                       |                      |  |   |

|   |  |  |   |  |
|---|--|--|---|--|
| The LIMS vendor must have a minimum of 5 years' experience in the LIMS business.  |  |  | * |  |
| The LIMS vendor must have current certification under ISO 9001.   |  |  | * |  |
| The LIMS vendor must be a Microsoft Gold Certified Partner.   |  |  | * |  |
| The LIMS application software must be able to be accessed from the laboratory or field via a laptop, tablet or other portable device via the Internet.  |  |  | * |  |
| The LIMS application software must be able to pre-login sample information from the field via a laptop, tablet, or other portable device when Internet access is not available. The pre-logged information must be uploaded to the LIMS application software once Internet access is available. |  |  | * |  |
| The LIMS application software must track samples from initiation to disposal.   |  |  |   |  |
| The LIMS application software must manage test assignments and parameters, collect data from tests (from instruments or input manually), perform calculations, and store results.   |  |  |   |  |
| The LIMS application software must manage all aspects of quality control including data review and statistical analysis.  |  |  |   |  |
|   |  |  |   |  |

|  |  |  |  |  |
|--|--|--|--|--|
| The LIMS application software must have the ability to track instrument use and maintenance and also have the ability to interface directly with instruments.  |  |  |  |  |
| The LIMS application software must generate reports for samples, quality control, invoicing, and management purposes.  |  |  |  |  |
| The LIMS application software must protect information and data with respect to State and agency authorization rules and include an audit trail.   |  |  |  |  |
| The LIMS application software must have the ability to electronically exchange data with other databases. This includes, but is not limited to importing customer information from an Access database and exporting data to eLEXNET.                                     |  |  |  |  |
| The LIMS application software must have the ability to generate, print, and read barcodes.   |  |  |  |  |
| The LIMS application software must have the ability to perform Document Management- to store the procedures used in the lab and track revisions to ensure that only the most recent is available to analysts but also maintain previous revisions for historical record. |  |  |  |  |

|  |  |  |  |  |
|--|--|--|--|--|
| The LIMS application software must have the ability to maintain employee training records and to notify users when training or re-training is required.  |  |  |  |  |
| The LIMS application software must have the ability to perform trend analysis/control charting.  |  |  |  |  |
| The LIMS application software must have the ability to automatically use the most recent 30 QC samples for control charting.   |  |  |  |  |
| The LIMS application software must have the ability to associate standards, media, reagents, containers and other supplies to projects, batches, samples, or tests.  |  |  |  |  |
| The LIMS application software must have the ability to support versioning of documents and worksheets. Any change requires permission limited by user role. Once approved, the new version is the only version available for viewing and any outstanding tests should be updated to the new version. |  |  |  |  |



## **4.2 Scored Technical Specifications**

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

**4.2.2** All items listed in the attached document titled, *RFP-IDALS LIMS-Attach #6 Scored Specifications*, are Scored Technical Specifications. Contractor should carefully follow the directions provided within the attached document when providing Ratings and Descriptions within the document's table.

All scored specifications will be evaluated and scored by the evaluation committee in accordance with Section 5.

## SECTION 5

## EVALUATION AND SELECTION

### 5.1 Introduction

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

### 5.2 Evaluation Committee

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

### 5.3 Tied Bid and Preferences

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

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

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

Second preference in tied bids will be given to contractors based in the United States or products produced in the United States over contractors based or products produced outside the United States.

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

#### 5.4 Technical Proposal Evaluation and Scoring

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications and Scored Technical Specifications described in Section 4.1 and 4.2. To be deemed a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of Section 4.1 and include supportive materials as required to demonstrate the Contractor will be able to comply with the Mandatory (Pass/Fail) Specifications in that section and
- Include supportive materials as required to demonstrate the Contractor will be able to comply with the Scored Technical Specifications in Section 4.2.

#### 5.5 Cost Proposal Scoring

After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

To assist the agency in evaluating, Cost Proposals may be evaluated and points awarded as follows. The Cost Proposals will remain sealed during the evaluation of the Technical Proposal and any Bidder Demonstration. Only prospective contractors that meet all of the required features will be considered during the cost evaluation phase of the review process. The compliant prospective contractor’s technical points will be added to the cost points, to obtain the total points awarded for the proposal. The Cost Proposals will be ranked from cheapest to the most expensive. The cheapest shall receive the maximum number of points available in this section. To determine the number of points to be awarded all other Cost Proposals, the cheapest bid will be used in all cases as the numerator. Each of the other bids will be used as the denominator. The percentage will then be multiplied by the maximum number of points and the resulting number will be the cost points awarded to other compliant contractors. Percentages and points will be rounded to the nearest whole value.

Example:

Contractor A quotes \$35,000; Contractor B quotes \$45,000 and Contractor C quotes \$65,000.

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

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

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

## SECTION 6 CONTRACTURAL TERMS AND CONDITIONS

### 6.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the document, "Contracts-Services-State General T&Cs-eff 5-1-16", the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Contractor to the provisions or terms and conditions of the RFP or the document, "Contracts-Services-State General T&Cs-eff 5-1-16", shall be incorporated into the Contract unless Agency has explicitly accepted the Contractor's objection or amendment in writing.

The document, "Contracts-Services-State General T&Cs-eff 5-1-16", will be incorporated into the Contract. The document, "Contracts-Services-State General T&Cs-eff 5-1-16", may be supplemented at the time of contract execution and is provided to enable Contractors to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with these specifications should be included in any pricing quoted by the Contractor.

**By submitting a Proposal, Contractor acknowledges its acceptance of the terms and conditions of the RFP and the document, "Contracts-Services-State General T&Cs-eff 5-1-16", without change except as otherwise expressly stated in its Proposal. If the Contractor takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or the document, "Contracts-Services-State General T&Cs-eff 5-1-16", language it proposes to include in place of the provision. If Contractor's exceptions or proposed responses materially alter the RFP, or if the Contractor submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.**

The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Contractor or to negotiate Contract terms with the successful Contractor if the best interests of the State would be served.

### 6.2 Special Terms

#### 1. Compliance to Iowa IT Policies and Standards

Contractor will comply with and adhere to all Department and State information technology standards, including, without limitation, all technical and security standards, procedures and protocols, and provide training to Contractor's employees and subcontractors concerning such standards, procedures and protocols. Current standards are accessible online at <http://das.ite.iowa.gov/standards/>. Contractor will take all precautions and actions necessary to: (i) prevent unauthorized access to the Department's and the State's systems, networks, computers, property, records, data, and information; and (ii) ensure that all of the Department's and the State's documentation, electronic files, data, and systems are developed, used, and maintained in a secure manner, protecting their confidentiality, integrity and availability. Contractor agrees that it will not copy, reproduce, transmit, or remove any Department (or

State) information or data without the prior written consent of the Department. Contractor agrees that it shall be liable for any damages, losses, and expenses suffered or incurred by the Department or the State as a result of: (a) any breach of this section, or (b) any breaches of security (including those described below) that are caused by any action or omission of Contractor or Contractor's employees, agents and subcontractors. Breaches of security include, but are not limited to:

- a. Disclosure of confidential or sensitive information;
- b. Unauthorized access to Department or State systems;
- c. Illegal technology transfer;
- d. Sabotage or destruction of Department or State information or information systems;
- e. Compromise or denial of Department or State information or information systems;
- f. Damage to or loss of Department or State information or information systems; and
- g. Theft.

The Contractor shall immediately report to the Department any such breach of security. In the event of a breach of this section or any breach of security as described herein, the Department may terminate this Agreement immediately without penalty or liability to the Department and the State and without affording Contractor any opportunity to cure.

**2. Off-Shore Sourcing:** The State requires that all state data (including directory data and metadata) stays within the continental United States at all times (at rest and in transport).

**3. Data Ownership:** The State and Governmental Entities will be and remain the sole and exclusive owners of all data of any kind relating in any way to this Agreement, the Deliverables provided hereunder, and/or Vendor's performance of its duties under this Agreement, including, without limitation, all data in any way provided, submitted, modified, processed, abstracted, adapted, compiled, reproduced, utilized or altered by or on behalf of the State, any Governmental Entity or any User (including by or through Contractor on behalf of the State or any Governmental Entity).

The Governmental Entity that collects, stores, generates, or maintains information or data shall be considered a Data Custodian. The Data Custodian shall retain ownership of any and all such data, including any data associated with their application at any time. The Data Custodian must approve all access to its data. The Contractor shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request. In the interest of clarity, "data" as referred to in this Section M.4 is not intended to refer to Source Code or Software except to the extent that any of these include, incorporate or otherwise utilize data that is owned by the State, including without limitation all data of any kind relating in any way to the Contractor, this Agreement, the Deliverables provided hereunder, and/or Contractor's performance of its duties under this Agreement, including, but not limited to, all data in any way provided, submitted, modified, processed, abstracted, adapted, compiled, reproduced, utilized or altered by or on behalf of the State, any Governmental Entity or any User (including by or through Contractor on behalf of the State or any Governmental Entity), in which case, any such data that is included or incorporated into, or otherwise utilized in connection with, the Contractor's proprietary Source Code or Software shall be and remain exclusively owned by the State, and Contractor hereby assigns any and all of its right title and interest in and to such data. Also, in the interest of clarity, to the extent Contractor incorporates or uses any data described above or otherwise owned by the State and

incorporates such data into reports or other documents, software or deliverables, such data will not lose its status as State-owned data by virtue of such incorporation or use, and Contractor hereby assigns any and all of its right title and interest in and to such data.

**4. Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice (NIST 800-53 and ISO27001:2013 standards and controls) and not less stringent than the measures the Contractor applies to its own personal data and non-public data of similar kind.

b. All data obtained by the Contractor in the performance of this contract shall become and remain the property of the State.

c. All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data.

d. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and mutually agreed to as a part of this contract.

e. At no time shall any data or processes — that either belong to or are intended for the use of a State or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

f. The Contractor shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

**5. Security Incident or Security Breach Notification:** The Contractor shall inform the State of any security incident or Security Breach.

a. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

b. Security Incident Reporting Requirements: The Contractor shall report a security incident to the State identified contact within twelve (12) hours.

c. **Breach Reporting Requirements:** If the Contractor has actual knowledge of a confirmed Security Breach that affects the security of any State content that is subject to applicable Security Breach notification law as required by Iowa Code 715C.2, the Contractor shall (1) promptly notify the State identified contact within 12 hours or sooner, unless shorter time is required by applicable law, and (2) take best effort measures to address the Security Breach in a timely manner.

**6. Security Breach Responsibilities:** This section only applies when a Security Breach occurs with respect to personal data within the possession or control of the Contractor.

a. The Contractor, unless stipulated otherwise, shall within twelve (12) hours notify the State identified contact by telephone if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the State identified contact within 12 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Security Breach. The Contractor shall (1) cooperate with the State as requested by the State to investigate and resolve the Security Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Security Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a Security Breach is a direct result of the Contractor's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Security Breach; (2) notifications to individuals, regulators or others required by Iowa Code 715C.2; (3) a credit monitoring service required by state (or federal) law; (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for Security Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Security Breach Study: Global Analysis published by the Ponemon Institute<sup>17</sup> at the time of the Security Breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.

**7. Background Checks:** The Contractor shall conduct nationwide criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

**8. Import and Export of Data:** The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from other Contractors.

**9. Right to Remove Individuals:** The State shall have the right at any time to require that the Contractor remove from interaction with State any Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State shall provide

the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the State's consent.

**10. Compliance with Accessibility Standards:** The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

**11. Encryption of Data at Rest:** The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data, unless the State approves the storage of personal data on a Contractor portable device in order to accomplish work as defined in the statement of work.

### 6.3 Contract Length

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

### 6.4 Insurance

The Contract will require the successful Contractor to maintain insurance coverage(s) 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                 |
|---|-------------------------|------------------------|
| General Liability (including contractual liability) written on an occurrence basis    | General Aggregate       | \$2 million            |
|   | Products –              |                        |
|   | Comp/Op Aggregate       | \$1 Million            |
|   | Personal injury         | \$1 Million            |
|   | Each Occurrence         | \$1 Million            |
| Automobile Liability (including contractual liability) written on an occurrence basis | Combined single limit   | \$1 Million            |
| Excess Liability, Umbrella Form   | Each Occurrence         | \$1 Million            |
|   | Aggregate               | \$1 Million            |
| Errors and Omissions Insurance  | Each Occurrence         | \$1 Million            |
| Property Damage   | Each Occurrence         | \$1 Million            |
|   | Aggregate               | \$1 Million            |
| Workers Compensation and Employer Liability   | As Required by Iowa law | A required by Iowa law |



**6.5 Performance Security**

Agency shall retain ten percent (10%) of each payment due Contractor under the Contract. Agency shall pay the retained amount only after all Deliverables have been completed by Contractor and accepted by the Agency.

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

**Alterations to this document are prohibited, see section 2.12.14.**

[Date]

**Issuing Officer Name: Ken Discher**  
**Agency: Dept. of Administrative Services**  
**Agency Address: Dept. of Administrative Services**  
**Central Procurement and Fleet Services Enterprise**  
**1305 E. Walnut St.**  
**Hoover Bldg. – Level 3**  
**Des Moines, IA 50319**

Re: **RFP1216009012** - PROPOSAL CERTIFICATIONS

Dear Ken Discher:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]** \_\_\_\_\_ (Contractor) in response to **Agency** for **RFP1216009012** for an Online LIMS System are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

**Certification of Independence**

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

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

**Certification Regarding Debarment**

6. I certify that, to the best of my knowledge, neither Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition

to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

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

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2011)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Contractors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

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

- ☐ Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 432*; or
- ☐ Contractor is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(42) and (43)*.

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

Sincerely,

---

**[Name and Title]**

**Attachment #2**  
**Authorization to Release Information Letter**  
**Alterations to this document are prohibited, see section 2.12.14.**

[Date]

Issuing Officer Name: Ken Discher  
Agency: Dept. of Administrative Services  
Agency Address: Dept. of Administrative Services  
Central Procurement and Fleet Services Enterprise  
1305 E. Walnut St.  
Hoover Bldg. – Level 3  
Des Moines, IA 50319

Re: **RFP1216009012** - AUTHORIZATION TO RELEASE INFORMATION

Dear Ken Discher:

**[Name of Contractor]**\_\_\_\_\_ (**Contractor**) hereby authorizes the **Agency** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to **RFP1216009012**.

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

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

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

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

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

Sincerely,

\_\_\_\_\_  
**[Printed Name of Contractor Organization]**

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

\_\_\_\_\_  
Date

**Attachment #3**  
**Form 22 – Request for Confidentiality**

Per section 2.21 of the Request for Proposal (RFP), a Contractor requesting portions of its Proposal be maintained in confidence must complete this form and submit it with its Proposal. Contractors should read and familiarize themselves with chapter 22 of the Iowa Code regarding release of public records before completing this form. Section 2.21 of the RFP provides the Contractor instructions regarding how to request confidential treatment of portions of its Proposal.

**NOTE:** Completion of this Form is the sole means of requesting confidential treatment. Completion of the form and agency's acceptance of Contractor's submission does not guarantee the agency will grant Contractor's request for confidentiality. The agency may reject Contractor's Proposal entirely in the event Contractor requests confidentiality and does submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

To request confidentiality, Contractor must provide the following information:

- 1      ☐ Contractor must present its request for confidentiality in the transmittal letter of its proposal. **Check box when completed.**
- 2      ☐ Contractor must conspicuously mark confidential material in its proposal in accordance with section 2.21 Public Records and Requests for Confidential Treatment. **Check box when completed.**
- 3      Contractor must specifically identify and list the proposal section(s) for which it seeks confidentiality and answer the following questions for each section listed :
  - 3.1      Explain the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential.
  - 3.2      Justify why the material should be kept in confidence.
  - 3.3      Explain why disclosure of the material would not be in the best interest of the public.
  - 3.4      Provide the name, address, telephone, and email for the person at Contractor's organization authorized to respond to inquiries by the Agency concerning the status of confidential materials.

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

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

- 4 ☐ Contractor must submit a Public Copy of the Proposal from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible. **Check box when completed.**

This form must be signed by the individual who signed the Contractor's Proposal. The Contractor shall place this Form 22 completed and signed in its Proposal immediately following the transmittal letter. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

**\*Failure to provide the information required in this form may result in rejection of Contractor's request for confidentiality or rejection of the Proposal as being non-responsive.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

.....

**Department of Administrative Services – Central Procurement Enterprise Review  
(for agency use only)**

- ☐ Contractor's Proposal is rejected as non-compliant because one of more of the following reasons:
- ☐ Contractor requested confidentiality without submitting a fully completed Form 22.
  - ☐ Contractor requested confidentiality without presenting its request in the transmittal letter of its Proposal.
  - ☐ Contractor requested confidentiality and failed to conspicuously mark such material as confidential within its Proposal in accordance with the RFP.
  - ☐ Contractor requested confidentiality without submitting a public copy of its Proposal with the confidential information redacted.
  - ☐ Contractor requested confidentiality on material in contravention of the RFP.
  - ☐ Other: \_\_\_\_\_.
- ☐ Contractor's submission is accepted.<sup>1</sup>

\_\_\_\_\_  
Purchasing Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
**NOTE:** Agency's acceptance of Contractor's submission should not be construed as Agency's approval of Contractor's request for confidentiality. Instead, acceptance of Contractor's submission simply means that Agency believes Contractor's Form 22 appears fully completed in accordance with the RFP.

**Attachment #4  
Response Check List**

| RFP REFERENCE SECTION  | RESPONSE INCLUDED |    | LOCATION OF RESPONSE |
|--|-------------------|----|----------------------|
|  | Yes               | No |                      |
| 3. Six copies of the Bid Proposal  |                   |    |                      |
| 3. One (1) Public Copy with Confidential Information Excised (if applicable) |                   |    |                      |
| 3. Transmittal Letter  |                   |    |                      |
| 3. Executive Summary   |                   |    |                      |
| 3. Vendor Background Information   |                   |    |                      |
| 3. Experience  |                   |    |                      |
| 3. Personnel   |                   |    |                      |
| 3. Terminations  |                   |    |                      |
| 3. Acceptance of Terms and Conditions  |                   |    |                      |
| 3. Certification Letter (Attachment #1)                                      |                   |    |                      |
| 3. Authorization to Release Information (Attachment #2)                      |                   |    |                      |
| 3. Firm Proposal Terms   |                   |    |                      |
| 3. Cost Proposal (Attachment #5)   |                   |    |                      |
| 4. Mandatory (Pass/Fail) Specifications                                      |                   |    |                      |
| 4. Scored Technical Specifications   |                   |    |                      |
|  |                   |    |                      |
|  |                   |    |                      |
|  |                   |    |                      |
|  |                   |    |                      |
|  |                   |    |                      |



## ATTACHMENT #5 - CONTRACTOR COST PROPOSAL

(Attachment #5 Contractor Cost Proposal is to be submitted as a separate document from the Contractor Technical Proposal)

### Payment Terms

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

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

### Cost Proposal

Contractor's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

### Additional Costs

Any proposed additional costs in categories not listed in the table should be listed in a separate table on a separate page attached to this Cost Proposal.

| Deliverable Item   | Firm US Dollars (Itemized) |
|--|----------------------------|
| Software and Implementation Costs – to include, but not limited to: <ul style="list-style-type: none"><li>• Licenses and modules (if applicable)</li><li>• Configuring and customizing Contractor's system to meet RFP requirements and specifications as outlined in Background Information (Section 1.4) and Mandatory Specifications (Section 4.1)</li><li>• Configuring and customizing Contractor's system to meet the Scored Technical Specifications as outlined in Section 4.2 and as described in Contractor's Section 4.2 proposal</li><li>• Providing steps and timeline to "go live"</li><li>• Providing assistance to execute successful implementation of "go live" plan</li><li>• Ensuring system is fully implemented and running acceptably</li></ul> |                            |

|  |  |
|--|--|
| Software Data Conversion Services costs – to include, but not limited to: <ul style="list-style-type: none"> <li>• Review/analysis of IDALS’ data</li> <li>• Data cleansing</li> <li>• Mapping data</li> <li>• Software conversion and user acceptance testing before migrating the software to the system</li> </ul>  |  |
| Consultation services costs (if applicable) that were not included above.  |  |
| Software Training Services costs – to include, but not limited to: <ul style="list-style-type: none"> <li>• On-site training costs before and after “go live” implementation of the software system</li> <li>• Web-based training costs before and after “go live” implementation of the software system.</li> <li>• Off-site training costs before and after “go live” implementation of the software system</li> </ul> |  |
| Pre-login by field inspector costs – to include, but not limited to: <ul style="list-style-type: none"> <li>• Tablets, smartphones, cases, cables</li> <li>• Additional fees for access by non-laboratory employees (if applicable)</li> </ul>   |  |
| Licensing Costs (1 <sup>st</sup> year; also provide/explain any ongoing annual license costs (if applicable))  |  |
| 2 <sup>nd</sup> Year Support (NOTE: 1 <sup>st</sup> year support – NO CHARGE; 1 <sup>ST</sup> year support period begins on date application goes live)  |  |
| 3 <sup>rd</sup> Year Support   |  |
| 4 <sup>th</sup> Year Support   |  |
| 5 <sup>th</sup> Year Support   |  |
| Additional costs (If any) (please describe)  |  |
| <b>TOTAL ALL-INCLUSIVE COST</b>  |  |
| Customizable Costs, per requested report<br>\$ cost per report (not scored)  |  |

**Per Hour Rate (For any additional required enhancements that the State determines are outside the scope of the base agreement) \$ \_\_\_\_\_**