

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information

RFP Number	RFP0320282014	Title of RFP	Universal Screening and Progress Monitoring Assessment for Literacy at Preschool Level	
Agency	Iowa Department of Administrative Services (DAS) on behalf of the Iowa Department of Education			
Number of years of the initial term of the contract	1	Number of possible annual extensions	5	
Available to Political Subdivisions?	Yes			
State Issuing Officer: Julie Janssen Phone: 515-281-5602 E-mail: Julie.janssen@iowa.gov				
Mailing Address: Iowa Department of Administrative Services Hoover State Office Building, Level 3 1305 East Walnut Street Des Moines, IA 50319-0105				
PROCUREMENT TIMETABLE—Event or Action			Date/Time (Central Time)	
State Posts Notice of RFP on TSB website			January 9, 2020	
State Issues RFP			January 15, 2020	
RFP written questions, requests for clarification, and suggested changes from Respondents due			January 29, 2020 3:00 PM CT	
Follow-up RFP written questions, requests for clarification, and suggested changes from Respondents due (no questions accepted or responded to after this date)			February 5, 2020 3:00 PM CT	
Proposals Due			February 12, 2020 3:00 PM CT	
Relevant Websites				
Internet website where Addenda to this RFP will be posted http://bidopportunities.iowa.gov				
Internet website where contract terms and conditions are posted https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf				
Number of Copies of Proposals Required to be Submitted: 1 Original/Physical and 1 Digital Copy				
Firm Proposal Terms				
The minimum number of days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm is 120 Days.				

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SECTION 1 INTRODUCTION

1.1 Purpose

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

1.2 Definitions

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

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

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

“Contractor” means the awarded business/person to provide the contractual services agreed upon.

“Deliverable” means the completion of a milestone or accomplishment of a task.

“Evidence” means the specific information that addresses the scored technical specifications in Exhibits 11(a) through 11(b) provided via Attachment #3. Examples of evidence include, but are not limited to correlation coefficients/statistical values.

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

“Measure” means each part (e.g., subtest) of the assessment package that the respondent offers. The respondent shall clearly identify the measures submitted, and delineate measures from one another. Indicate whether measures are being submitted individually or in multiple for a composite, and which purpose(s), universal screening or progress monitoring, is addressed by each measure. Technical specifications (see Attachment #3) should be identified and submitted separately for a measure to be considered individually.

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

“Respondent” means the company, organization or other business entity submitting a proposal in response to this RFP.

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

requested, the Respondent's integrity and reliability, the past performance of the Respondent and the best interest of the Agency and the State.

"Responsive Proposal" means a Proposal that complies with the material provisions of this RFP.

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

"State" means the State of Iowa, the Agency, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

"AEA" means Area Education Agencies. Iowa has nine Area Education Agencies (AEAs) that function as an intermediate service unit and assist the Department in providing services and support to school districts and individual schools. The AEAs work as educational partners with public and accredited, non-public schools. AEA staff members, school district staff, and families collaborate for student outcomes. As intermediate services agencies, AEAs offer the kinds of services that can be more efficiently and economically provided on a regional or cooperative basis among school districts.

"LEA" means Local Education Agencies (LEAs). Iowa has 327 Local Education Agencies (LEAs), school districts that may choose to collect and use preschool data to improve student outcomes.

1.3 Overview of the RFP Process

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

Respondent should review Attachment 4, Form 22 Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked "Confidential" or "Proprietary" on every page may be disqualified.

Respondents will be required to submit their Proposals in hardcopy and on digital media (i.e. CD, USB drive, etc.). It is the Agency's intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

1.4 Background

The Universal Screening and Progress Monitoring Assessments for literacy at the preschool level will be used by school district personnel to support schools on how to gather and use data for continuous improvement at the district, building, grade, classroom, and individual student levels.

The information provided in the assessment must be available the current 327 Iowa school districts that may choose to collect and use preschool data. School districts may choose to collect and use preschool data in school buildings that include preschool, but also may have partnerships with community-based preschools. The identified assessment will need to be available to LEAs and the community-based preschools with which they contract at minimum.

Iowa Code section 279.60: Assessments - access to data - reports The 2014 General Assembly passed legislation requiring local school districts to complete the following:

- Administer Teaching Strategies GOLD early childhood assessment to every resident prekindergarten or four-year-old child whose parent or guardian enrolls the child in the district;
- Administer a valid and reliable universal screening instrument as prescribed by the Iowa Department of Education (Department) to every kindergarten student enrolled in the district (Iowa Code section 270.60);
- Collect from each parent guardian or legal custodian of a kindergarten student enrolled in the district, information including, but not limited to, preschool attendance and demographic factors;
- Report the results of assessments and preschool information to the Department no later than January 1 of that school year; and
- Submit findings and recommendations annually in a report to the governor, the general assembly, the Early Childhood Iowa state board, and the Early Childhood Iowa area boards.

The primary stakeholders of this solicitation are listed below:

- Local Education Agencies (LEAs), including community-based preschools contracting with the districts to provide preschool: School district personnel will be responsible for collecting and using the data to improve student outcomes. The identified assessment will need to be available to LEAs and the community-based preschools with which they contract at minimum (all of which have a state assigned building identification number).
- Area Education Agencies (AEAs): Personnel will be supporting schools on how to gather and use data for continuous improvement at the district, building, grade, classroom, and individual student levels.
- Iowa Department of Education (DE): Will provide the assessment and support AEAs and LEAs (including community-based preschools) in the use of the data to improve student outcomes.

Statewide, approximately 31,233 students attended Iowa's preschools in 2018-2019. (Source: Iowa Department of Education, Student Reporting in Iowa)

1.5 Objectives

The Iowa Department of Administrative Services on behalf of the Iowa Department of Education (DE) has issued this Request for Proposal (RFP) for the purpose of soliciting qualified Respondents to provide universal screening and progress monitoring assessments for literacy at preschool ages (3, 4, or 5 years old) prior to kindergarten entry.

Project Deliverables include:

- Student User Licensing for approximately 32,000 students:
 - Literacy Universal Screening Assessment(s) for preschool (ages 3, 4, or 5, prior to kindergarten entry).
 - Literacy Progress Monitoring Assessment(s) for preschool (ages 3, 4, or 5, prior to kindergarten entry).
- As needed, training for select Department, Area Education Agency and Local Education Agency staff (and their community partners) on administration, scoring, and interpretation.
- Technical support for Department, Area Education Agency and Local Education Agency staff (and their community partners) as needed to ensure timely and responsive support to users.

This RFP is intended only to identify the early literacy assessment program, not a specific data system. The Department will work with the Respondent to get the identified assessment integrated into the existing statewide MTSS Data System (Student Success).

SECTION 2 ADMINISTRATIVE INFORMATION
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2.1 Issuing Officer

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

2.2 Restriction on Communication

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

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

2.3 Downloading the RFP from the Internet

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

2.4 Procurement Timetable

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

2.5 Questions, Requests for Clarification, and Suggested Changes

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

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

2.6 Amendment to the RFP

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

2.7 Amendment and Withdrawal of Proposal

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

2.8 Submission of Proposals

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

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

2.9 Proposal Opening

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

2.10 Costs of Preparing the Proposal

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

2.11 No Commitment to Contract

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

2.12 Rejection of Proposals

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

- 2.12.1** The Respondent fails to deliver the Cost Proposal in a separate envelope.
- 2.12.2** The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.3** The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specification of the RFP.
- 2.12.4** The Respondent's Proposal limits the rights of the Agency.
- 2.12.5** The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 4 of the RFP.
- 2.12.6** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Respondent fails to include proposal security, if required.
- 2.12.8** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 4 of this RFP.
- 2.12.9** The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.12.10** The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.12.11** The Respondent provides misleading or inaccurate responses.
- 2.12.12** The Respondent's Proposal is materially unbalanced. A Proposal in which line item prices are structured so that it is possible that the Respondent who appears to be low will not end up having the lowest overall cost to the State, due to high prices on particular line items.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.
- 2.12.14** The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.12.15** The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

2.13 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances

include but are not limited to, minor failures to comply that: do not affect overall responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Respondents, do not change the meaning or scope of the RFP, or do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.14 Reference Checks

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

2.15 Information from Other Sources

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

2.16 Verification of Proposal Contents

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

2.17 Proposal Clarification Process

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

2.18 Disposition of Proposals

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

2.19 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code Chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will

treat all information submitted by a Respondent as non-confidential records unless Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.20 Form 22 Request for Confidentiality

FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.

2.21 Copyright Permission

By submitting a Proposal, the Respondent agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Respondent consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.22 Release of Claims

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency or the State based on Respondent's misunderstanding concerning the information provided in the RFP or concerning the Agency's or the State's failure, negligent or otherwise, to provide the Respondent with complete, pertinent, or accurate information in this RFP, or for any failure to provide information that any Respondent might consider relevant for purposes of making a decision to submit a Proposal or to enter into any Contract resulting from this RFP.

2.23 Respondent Presentations

Respondents 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 Respondent to illustrate the Respondent's Proposal. The presentation shall not materially change the information contained in the Proposal.

2.24 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 Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the agency believes will provide the best value to the Agency and the State.

2.25 Award Notice and Acceptance Period

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

sole discretion, may cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State.

2.26 No Contract Rights until Execution

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

2.27 Choice of Law and Forum

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

2.28 Preference

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.5(1)-(2), 117.12(4).

2.29 Restrictions on Gifts and Activities

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

2.30 No Minimum Guaranteed

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

2.31 Post Solicitation Debriefing

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

2.32 Appeals

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

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

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.

- 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 separate sealed envelopes. The envelopes shall be labeled with the following information:

RFP Number: RFP0320282014
RFP Title: Preschool Assessment
Julie Janssen
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

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

- 3.1.2** 1 Original copy and 1 Digital copy of the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.

Technical Proposal Envelope Contents

Original Technical Proposal and any copies
Public Copy (if submitted)
Technical Proposal on digital media
Electronic Public Copy on same digital media (if submitted)

Cost Proposal Envelope Contents

Original Cost Proposal
Cost Proposal on digital media

- 3.1.3** If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent 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".
- 3.1.4** Proposals shall not contain promotional or display materials.
- 3.1.5** Attachments shall be referenced in the Proposal.

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

3.2 Technical Proposal

Any information provided in the Technical Proposal is subject to consideration for consideration, evaluation, and scoring. The following documents and responses shall be included in the Technical Proposal in the order given below:

Exhibit 1 - Transmittal Letter (Required)

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

Exhibit 2 - Executive Summary

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

- Statements that demonstrate that the Respondent has read and understands the terms and conditions of the RFP including the Contract provisions in Section 6, except as noted in Attachment #6 Exceptions to Terms and Conditions.
- An overview of the Respondent's plans for complying with the specifications of this RFP.
- Any other summary information the Respondent deems to be pertinent.
- Provide an organization chart including identification of Executive and Key Personnel for the RFP including subcontractors where applicable.

Exhibit 3 - Firm Proposal Terms

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

Exhibit 4 - Respondent Background Information

The Respondent shall provide the following general background information:

- Does your state have a preference for instate Contractors? Yes or No. If yes, please include the details of the preference.
- Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- Form of business entity, e.g., corporation, partnership, proprietorship, or LLC.
- Copy of W-9.
- State of incorporation, state of formation, or state of organization.
- The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- Number of employees.
- Type of business.
- Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.

- Respondent's accounting firm.
- Awarded Respondent will be required to register to do business in Iowa before payments can be made.
- For Contractor registration documents, go to:
 _____ <https://das.iowa.gov/procurement/vendors/how-do-business>

Exhibit 5 - Experience

The Respondent must provide the following information regarding its experience:

- Number of years in business.
- Number of years of experience with providing the types of services sought by the RFP.
- The level of technical experience in providing the types of services sought by the RFP.
- A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.
- Letters of reference from three (3) previous or current customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

Exhibit 6 - Termination, Litigation, and Debarment

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

- Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.
- A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
- Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities. Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Respondent. Respondent shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Respondent, following execution of the Contract.

Exhibit 7 - Acceptance of Terms and Conditions

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

Exhibit 8 - Certification Letter

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

Exhibit 9 - Authorization to Release Information

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

Exhibit 10 – Mandatory Specifications

The Respondent 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 specifications so indicates, Respondent 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 Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

Exhibit 11 - Scope of Work

Universal screening assessments shall be predictive of future academic success, identify who is at-risk, be conducted at least three (3) times a year, used with all students, and be efficient to administer and score.

Progress monitoring assessments shall provide reliability evidence of rates of growth and level of performance, provide equivalent forms that can be used frequently, be conducted on a routine basis, and be efficient to administer and score.

These assessments shall also provide adequate reliability and validity, provide for quick availability of data collected and be displayed in a usable format.

If necessary, the Respondent will deliver training sessions to the Agency and other education stakeholders on-site. The Respondent will provide training to key Agency and AEA staff in order to successfully implement, support, and use the components of the assessments. A training plan, if necessary, may be detailed in the Cost Proposal. An estimated eight hundred (800) teachers, distributed geographically, may participate in such training.

Exhibit 12 – Scored Technical Specifications

The Department has identified critical features for both universal screening and progress monitoring assessments.

Scored Technical Specifications Template (Attachment #3)

The Respondent shall use the template in Attachment #3 to organize their scored technical specifications proposal. Respondents may duplicate the table and use repeatedly for each of the measures submitted.

Required technical characteristics to be included in Exhibits are provided below. The respondent shall provide detailed responses to each of the following:

- Exhibits must submit technical information for 3, 4, and 5 year olds, as available. If the assessment is intended for only one age group (e.g., 4 year olds), specify which age group the assessment is for use with (and therefore, technical information is not available for the other age groups).
- Aggregated or “averages” of the evidence submitted are not allowed, and if submitted, will be considered an incomplete submission. Instead, evidence by age, measure, etc. should be provided separately.
- If a measure serves multiple functions (universal screening and progress monitoring) the vendor must submit the information required for each purpose.
- A clear and complete description of where the supporting evidence exists in supporting documentation is required. Include specific page numbers, table references and accurate non-protected links, as appropriate.

Exhibit 12(a) - Assessment Format

- Explain what format the Assessments will be administered and scored?
- List what format and means to score, store, and aggregate and retrieve data.

Exhibit 12(b) - Screening Accuracy

Submit evidence to address at least one (and preferably both) of the following. Include a description of the assessments used to predict to assessments below:

- Provide the list of the measures that the proposed assessment includes.
- Provide a value for AUC, preferably for each preschool age group
 - 3 year olds, for each measure (as applicable).
 - 4 year olds, for each measure (as applicable).
 - 5 year olds, prior to kindergarten entry, for each measure (as applicable).
- Provide a value for Sensitivity and Specificity, preferably for each preschool age group
 - 3 year olds, for each measure (as applicable).
 - 4 year olds, for each measure (as applicable).
 - 5 year olds, prior to kindergarten entry, for each measure (as applicable).

Exhibit 12(c) – Screening Administrations per Year

- How many universal screening periods are offered?
- How many universal screening periods are offered per measure (as applicable)?
- List the average/estimated timeframe(s) of each screening period, by measure.

Exhibit 12(d) – Available Benchmarks

- List the recommendation or definitions of benchmarks for each screening period.
- Indicate (or provide specific technical manual page reference) the risk benchmarks for each window, preferably for each preschool age group, as available:
 - 3 year olds
 - 4 year olds
 - 5 year olds

Exhibit 12(e) – Test Administration Time

- What is considered an acceptable test administration time?
- What is the estimated administration time per measure, as applicable?
- If the total estimated administration time is fifteen (15) minutes or more, is there flexibility for administration across multiple sessions? Identify procedures for how the assessment could be administered in multiple, shorter periods.
- What is the average length of time students spend during the typical or average screening session, if the assessment may be administered in multiple, shorter periods?

Exhibit 12(f) – Progress monitoring

- Provide the following information, based on availability:
 - Provide the recommended frequency for the measures submitted.
 - Report the number of available equivalent forms for progress monitoring.
 - For non-fixed form (e.g. computer adaptive measures) indicate the demonstrated or theoretical number of equivalent forms available for progress monitoring.
 - Describe the method for ensuring and evidence of equivalent forms.
 - Provide evidence of reliability of slope, which tells us how well the slope represents a student's rate of improvement.
 - Provide an average or estimate of the administration time necessary for progress monitoring.

Exhibit 12(g) – Evidence of Reliability

- Report at least one form of reliability, preferably interrater or test-retest.

- Explain the reliability estimates provided. It is recognized that reliability estimates will vary depending on the assessment format (i.e., fixed form or adaptive).
- Provide evidence of scoring consistency across more than one test administration.

Exhibit 12(h) – Content Validity and Alignment

- Provide evidence of the proposed assessment(s) alignment with [Iowa Early Learning Standards](#).
- Alternatively, describe evidence demonstrating the validity of the measure for assessing early literacy skills.
- Provide evidence for content validity for each age group, as available (3 year olds, 4 year olds, and 5 year olds).

Exhibit 12(i) – Development and Sample

- Explain the vendor's experience with state-level or large-scale implementation of the assessment.
- Describe a research sample that is relevant and/or comparable for Iowa's population.
- Provide a report on the demographic characteristics of the samples of students used to establish the measures' Technical Characteristics, including benchmarks.
 - Within the development samples include descriptions of race and ethnicity, socioeconomic status, disability status, regional representation, and native language.

Exhibit 12(j) – Training

- Describe the amount of teacher training required to support full ensure piloting and implementation during the 2020-2021 school year.
- Provide an estimated amount of time needed in hours for the trained teacher to become familiar enough with the assessment to reliably administer, score, and interpret the assessment.
- Explain the plan to train to key Department and AEA staff and Iowa teachers who will receive this training?
- Explain how the training will be delivered and in what format? (In person, On-site, Online, Webinar, Courses, etc.)
- Provide a training plan to support piloting and implementation during the 2020-2021 school year.

- Describe the model of training the Respondent will provide in detail (i.e., train the trainer, face-to-face with all trainees).
- Provide the contact information and resume of the training specialist(s) provided.

Exhibit 12(k) – Administration, Scoring, and Interpretation

Please describe the following to support ease and usability, including examples where appropriate:

- Administration format.
- Ease of scoring.
- Reporting features and their utility.
- Interpretation process.
- Provide a work plan for scoring each component of the assessment.

Exhibit 12(l) – Assessment Accommodations, Accessibility and Modifications

- Universally designed assessments are developed to ensure all students in are tested, and that testing results are not affected by disability, gender, race, or English language ability.
- Provide assurances that the test design, test forms, development, platforms and administration were developed from the beginning with universal design principles to allow participation of the widest possible range of students, and result in valid inferences about performance for all students participating in the assessment.
- Provide a detailed list of accessibility supports and accommodations s that may be available for the assessments.
- Describe the extent to which this test can be administered to student subgroups, including children with disabilities, children who are learning the English language, children who are Braille readers, or use American Sign Language, etc.
- Provide list of all language translations the assessments will be made available in.

Exhibit 13 – Implementation Plan

- Provide a project plan and implementation strategy including on-site coordination, work schedule and support services, best practice training, and implementation.
- Identify any third party Respondents involved in the implementation strategy and describe these relationships.

- Provide the contact information and resume of the project manager designated for this implementation.
- List all responsibilities of designated project manager.
- Describe the escalation process for resolving any Respondent and Agency disagreements.
- Describe the skills and time required by key State of Iowa personnel and school district personnel for initial installation, training and implementation of the proposed assessment.
- Provide an estimate of the State of Iowa personnel time required to complete the installation.
- Describe the documentation provided with the assessment along with applicable costs in the cost proposal for any additional documentation.
- Describe any and all previous experience with installations in other States.
- Provide an implementation schedule including a deliverables schedule for the 2020-2021 school year, based on weekly milestones (not dates).
- Describe the feasibility and ease of use with Iowa schools and their existing infrastructure.
- Describe how the assessments serve as a unified package, and the assessment's ability to be integrated into a statewide MTSS Data System (Student Success).

Exhibit 14 - Assessment License

- Describe the proposed licensing model for the use of assessments.
- Does the Respondent offer a one-time, permanent license for use of assessments in all Iowa Schools?
- If licenses are required, explain what licenses are required?
- Explain if licenses will need to be renewed, how often and the process for renewal.

Exhibit 15 - Customer and Technical Service and Reporting

- Explain all of the technical and customer service available for the assessments.
- Provide Technical and Customer Service contact information and availability.
- Explain the reporting options available for the assessments.
- Provide a list of all reports available for the assessments.

Exhibit 16 - Performance Metrics

- Explain the standard performance measures used when contracting services of similar nature. Provide an example of the performance measures that would apply to the resulting contract for this RFP.

Exhibit 17- Addendums

Provide signed copy of posted RFP addendums.

Exhibit 18 - Request for Confidentiality

The Respondent must sign and submit with the Proposal the document included as Attachment #4 Form 22 – Request for Confidentiality.

3.3 Cost Proposal

The Respondent shall provide its Cost Proposal in a separately sealed envelope for the proposed goods and/or services. All prices are quoted pursuant to the terms and conditions of this RFP. Respondent’s Cost Proposal shall include all costs associated with using the assessments described in the scope of work. Provide an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices cost of materials, cost of training, and any other necessary expenditures to implement and maintain the assessments in Iowa) for the proposed services. All pricing to be FOB Destination, freight cost, and all expenses included; and based on Net 60 Days Payment Terms. Cost proposals must include the following:

- Per student cost per age group.
- Cost based on an annual charge per student, the Respondent should base costs on all students for each year of use.
- Annual cost for training in use of assessments.
- Cost per student per age group (as applicable, based on cost variance).
- Any and all expenses related to the Technical Assistance and ongoing user (DE, AEA and LEA) supports needed to function well across the state.
- Assessment Accommodations and Modifications

3.3.1 Respondent Discounts

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

3.3.1.1 Prompt Payment Discount

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

3.3.1.2 Cash Discount

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 MANDATORY SPECIFICATIONS
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Overview

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

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

4.1 System Requirements**4.1.1 Status of Development**

The proposed universal screening and progress monitoring assessments shall be already fully developed with all technical requirements completed. The State will not accept a proposal/assessment “in development,” “pending validation,” or in any stage of incompleteness.

4.1.2 Format

The universal screening and progress monitoring assessments shall be based on the English language. The assessment research base (norms and benchmarks, diagnostic accuracy data) must be based on the typical, English-speaking, nondisabled comparison groups.

4.1.3 Storage of Identifiers

The Respondent must store state assigned student, school, and district identifiers with all data.

4.1.4 Security

The proposed solution shall comply with all [Family and Educational Rights and Privacy Act \(FERPA\) requirements](#), [Children’s Online Privacy Protection Act \(COPPA\)](#), [Protection of Pupil Rights Amendment \(PPRA\)](#) including those specific to storage and use of personally identifiable Information (PII), as indicated in Attachment #7.

4.2 Respondent Requirements

4.2.1 Technical Support

The Respondent shall provide ongoing support to the Department during the resulting Contract for the universal screening and progress monitoring assessments. The Respondent must have Assessment available during regular business hours, Monday through Friday, 8:00 A.M. CT to 4:30 P.M. CT. Support must include a combination of on-site assistance and use of remote technologies.

4.2.2 Data Integration

The Respondent shall provide assessment data to the vendor of Iowa's MTSS data system (Student Success) in a format and cadence approved by the Department.

4.2.3 Project Management

Respondent shall provide a designated project manager. This person must have expert knowledge, skills and abilities in project management. This position does not need to be solely hired to manage the scope of work included in this RFP, but the scope of work included in this RFP should be a priority within any pre-existing responsibilities.

4.2.4 Training

Respondent shall provide training to Iowa teachers to ensure piloting and implementation during the 2020-2021 school year. An estimated maximum of 800 preschool teachers (geographically distributed across the state) could participate in the training provided. A designated training specialist shall be provided.

SECTION 5 EVALUATION AND SELECTION
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5.1 Introduction

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

5.2 Evaluation Committee

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

5.3 Technical Proposal Evaluation and Scoring

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Respondents in accordance with this Section. In addition to other RFP requirements, to be deemed a Responsive Proposal, the Technical Proposal must:

- Answer “Yes” to all parts of Section 4 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Technical Proposal. If a Technical Proposal does not meet the minimum score, it will be rejected and the Respondent’s Cost Proposal will not be evaluated.

An addendum identifying the points assigned to the scoring criteria and identifying the minimum score for the Technical Proposal will be posted prior to the RFP closing.

5.4 Cost Proposal Scoring

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

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

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

Points Possible for Respondent =
$$\frac{\text{Technical Evaluation Points Received}}{\text{Technical Evaluation Points Possible}} \times \text{Maximum Points in Cost Evaluation}$$

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

$$\text{Cost Evaluation Points Awarded} = \frac{\text{Lowest Cost Proposal Received}}{\text{Cost Proposal Being Evaluated}} \times \text{Points Possible for Respondent}$$

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

However, a respondent that receives only 50% of the points possible in the technical evaluation has the opportunity to earn only 50% of the points possible in the cost evaluation (e.g., 5 points). If the cost proposal is the lowest cost, only 5 points are awarded, compared to the 10 points that could have been awarded if the respondent had received the highest technical evaluation score.

5.5 Tied Score and Preferences

- 5.5.1** An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Respondents who are tied in price. Otherwise, the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.
- 5.5.2** Notwithstanding the foregoing, if a tied bid involves an Iowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied bid involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.
- 5.5.3** In the event of a tied score between Iowa Respondents, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Respondents have complied with ESGR standards. Preference, in the case of a tied bid, shall be given to Iowa Respondents complying with ESGR standards.
- 5.5.4** Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.
- 5.5.5** Preferences required by applicable statute or rule shall also be applied, where appropriate.

SECTION 6 CONTRACT 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 by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the Terms and Conditions, the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the RFP or the Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Respondent's objection or amendment in writing.

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

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

The Agency will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the RFP or Terms and Conditions by Contractor. Once a Proposal has been identified as the one for which an Award recommendation has been made, but prior to notifying Respondents of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the RFP or Terms and Conditions identified in that Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful 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 agreement, the Agency may, in its sole discretion:

- 6.1.1** 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;

- 6.1.2** 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;
- 6.1.3** Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Respondent in its Proposal;
- 6.1.4** Change the Agency’s recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to the Agency.

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

6.2 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:

6.2.1 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,” are not clauses to which the State may agree. The State will not agree to clause that includes the language “to the extent permitted by law” because, as explained, the State cannot indemnify Respondents to any extent.

6.2.2 Limitation of Liability

Iowa Code section 8A.311(22) and 11 Iowa Admin. Code Chapter 120 establish the rules to allow for the State to agree to a contractual limitation of 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.

6.2.3 Jurisdiction and Venue

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State’s attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General’s authority by agreeing in advance to control

the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in another state, and cannot agree to participate in any form of alternative dispute resolution.

6.2.4 Confidentiality

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

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

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

6.3 Special Terms and Conditions

6.3.1 Term Length

The Contract shall have an initial term of one year, beginning on the date of contract execution (the “**Effective Date**”). At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of five (5), additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise each option no later than 30 days before the end of the Contract’s then-current term.

6.3.2 Payment Terms

6.3.2.1 Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments may be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Respondents shall 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 the Technical Proposal.**

6.3.2.2 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)

The State of Iowa may make payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_aut_horization_form.pdf

6.3.2.3 State Warrant

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

6.3.2.4 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 Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 7.7 of the RFP. Respondents must provide a statement regarding their ability to meet the requirements in this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

6.3.2.5 Terms and Conditions for State of Iowa Purchasing Cards

The State of Iowa shall pay Contractor'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 Contractor directly, generally within 48 hours of the transaction. Contractor shall comply with security measures for Pcard payments including:

- 6.3.2.5.1** Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;
- 6.3.2.5.2** Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- 6.3.2.5.3** Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- 6.3.2.5.4** Contractor shall 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;
- 6.3.2.5.5** Contractor shall confirm that the name of purchaser matches the name on the card;
- 6.3.2.5.6** Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;
- 6.3.2.5.7** Contractor shall shred any documentation with credit card numbers.

6.3.2.6 Payment Terms

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

6.3.2.7 Respondent Discounts

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

6.3.2.8 Prompt Payment Discount

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

6.3.2.9 Invoices

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

6.3.3 Service Levels

The following Special Terms and Conditions/Service Level Agreement is part of and incorporated into the Iowa Department of Education Preschool Literacy Assessment Agreement, Contact No. _____, (“Agreement”) between the State of Iowa, acting by and through the Iowa Department of Education (“DOE” or “State”), and _____, a corporation organized under the laws of _____ (“Vendor”), dated _____, 2020. Capitalized terms not defined in this herein are as defined in the Agreement.

6.3.3.1 Overview

These Special Terms and Conditions describe the performance standards and service levels to be achieved by Vendor in providing the System to DOE and other Governmental Entities.

6.3.3.2 Definitions

Except as provided in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement. The following terms, when used in this Exhibit, shall have the following meanings:

“**Available**” means the System shall: (a) be capable of being utilized or accessed over the Internet by DOE, other Governmental Entities, and the Authorized Contractors and end users of either of the foregoing as contemplated under the Agreement, RFP, and Vendor’s Proposal, including conformance with any specifications in Documentation, without error, and without material degradation of performance; and (b) provide the functionality required under the Agreement and applicable Purchasing Instruments.

“**Downtime**” means the aggregate duration of Outages for the System during a calendar month, excluding Scheduled Downtime.

“**Download Time**” means the average time to download any page related to the System, including all content contained therein. Download time shall be

measured using a Vendor-supplied program, and by clock, and shall be measured to the nearest one-tenth of a second for each page, commencing from the operative input from the user, whether by keyboard, mouse click, or any other input device.

“**KB40**” means the Keynote Business 40 Internet Performance Index. In the event KB40 is discontinued, a successor index (such as average download times for all other customers of the Vendor) may be mutually agreed upon by the Parties.

“**Normal Business Hours**” means 7:00 a.m. to 5:00 p.m. CST, Monday through Friday.

“**Outage**” means any time during which the System (or any portion thereof) is not Available within calendar month, measured from the earliest point in time that such Outage is or reasonably should be detected by Vendor, or Vendor Contractor, but in any event no later than the time the Outage actually occurred. An Outage is an Error.

“**Scheduled Downtime**” means scheduled maintenance Outages communicated to DOE at least twenty-four (24) hours in advance, which Outages shall last no longer than is reasonably necessary to address the applicable maintenance need. Maintenance is normally scheduled from 9 PM – 6 AM Central.

“**Server(s)**” shall mean the server(s) on which the System will be hosted.

“**Support Request(s)**” mean a request by DOE or other Governmental Entity to Vendor related to the Application Services being un-Available.

“**Support Request Classification**” means level of a Support Request based on the severity or seriousness of the Error or issue leading to the Support Request. Support Requests shall be classified as follows:

Level 1 Critical: Any Error or problem causing the System to be un-Available in a manner that affects a majority of end users.

Level 2 Major: Any Error or problem causing the System to be un-Available or any part of the system largely not functional in a manner that affects a substantial number of end users.

Level 3 Minor: Any Error or problem related to the functionality of the Application Services which does not cause the System to become materially un-Available to end users. For example, when a minor defect is reported.

Level 4 Informational: Any Error or problem not covered in levels 1–3, above. For example, a question about how to use a certain function related to the System.

“Uptime” any time that is not Downtime. Uptime includes both: (a) “Critical Hours,” meaning hours occurring during Normal Business Hours; and (b) “Non-Critical Hours” meaning hours occurring outside of Normal Business Hours.

6.3.3.3 Support Requests

The State of Iowa may make Support Requests via a Vendor-specified telephone number, email address, or other Vendor-provided mechanism, which shall be available during Normal Business Hours. Vendor shall respond to, follow up on, and resolve Support Requests in accordance with the following performance standards and service levels.

6.3.3.3.1 Support response times

Following the receipt of a Support Request, Vendor shall provide an initial response for the Support Request based on the Support Request Classification within the corresponding timeframe set forth in the table below.

Title	Support Level Classification		Measurement Period
Support Response Times* *Response times reflect responses within Normal Business Hours. If a ticket is submitted before or after Normal Business Hours, the performance level requirement will begin at the next Normal Business Hour.	Level 1-Critical	15 minutes	From initial request
	Level 2-Major	30 minutes	
	Level 3-Minor	2 hours	
	Level 4-Informational	8 hours	

6.3.3.3.2 Support Status Update

Following the receipt of a Support Request and Vendor’s initial response thereto, Vendor shall provide a status update for the Support Request based on the Support Request Classification, within the corresponding timeframe set forth in the table below.

Title	Support Level Classification		Measurement Period
Support Status Update	Level 1-Critical	Every hour	From initial vendor response
	Level 2-Major	Every two (2) hours	
	Level 3-Minor	Once each day	
	Level 4-Informational	Once each week	

6.3.3.4 Uptime/Availability

6.3.3.4.1 The System will be Available:

6.3.3.4.1.1 99% during Critical Hours; and

6.3.3.4.1.2 95% during Non-Critical Hours, excluding Scheduled Downtime.

6.3.3.4.2 Vendor shall be responsible all Downtime in accordance with the service levels identified above, excluding Scheduled Downtime, including if such Downtime was caused, in whole or in part, by Vendor Contractor or Vendor Personnel.

6.3.3.5 Download Times

Vendor represents, warrants, and covenants that the Download time for a page of or related to the System shall be:

Title	Performance Level		Measurement Period
Download Times	During Critical Hours	At a maximum, the less of (a) .5 seconds above the KB40, or (b) five (5) seconds	Each operative input from the user, whether by keyboard, mouse click, or any other input device.
	During non-Critical Hours	At a maximum, the less of (a) .8 seconds above the KB40, or (b) ten (10) seconds	

6.3.3.5.1 Vendor shall be responsible all Download Times in accordance with the service levels identified above, including if such Downtime was caused, in whole or in part, by Vendor Contractor or Vendor Personnel.

6.3.3.5.2 Vendor shall be responsible all Download Times in accordance with the service levels identified above, based on the assumption that DOE or other Governmental Entities or their Authorized Contractors or users may have relatively slow internet connection speeds, including as low as twenty (20) megabits per second of download speed.

6.3.3.5.3 Tests of Download Times shall be conducted by Vendor over any two (2) hour period during Critical Hours every ten (10) business day(s) using a representative number of logged-on computers or terminals for the selected two (2) hour period, and running a representative sampling of applications then installed.

6.3.3.6 Reporting/Audits

6.3.3.6.1 Reporting

Vendor shall track and report monthly to DOE regarding its satisfaction of the Service Levels and performance measures established in Section 3 (Service Levels), above. Such report shall include metrics specifying its response time in relation to Support Requests, its follow-up time in relation to Status Updates, and the Availability of the System during Critical Hours and Non-Critical Hours, and Download Times. Vendor further agrees to provide, at no cost to DOE, measurement tools capable of directly making all measurements necessary verify an and all Service Level(s) identified in Section 3 (Service Levels).

6.3.3.6.2 Audits

DOE or its designee will have the right to audit Vendor's measurement, monitoring, and reporting on all Service Levels herein, including providing DOE with access to the data used by Vendor to calculate its performance against the service levels and the measurement and monitoring tools and procedures utilized by Vendor to generate such data for purposes of audit and verification.

6.3.3.7 Remedies

6.3.3.7.1 Service Level Failures

Failure to achieve any of the service levels described in Section 3 (Service Levels) shall constitute a "Service Level Failure" and Vendor shall be liable for the Service Level Credits in the amounts set forth in the table below.

6.3.3.7.2 Service Level Credits

Upon the occurrence of any Service Level Failure, Vendor shall issue to DOE a credit in the amount set forth in the table below ("Service Level Credit"). If more than one (1) Service Level Failure has occurred in a single month, the sum of the corresponding Service Level Credits shall be credited to DOE. Vendor shall notify DOE in writing if DOE becomes entitled to a Service Level Credit, which notice shall be included in the monthly performance reports as described in Section 4 (Reporting/Audits). The total amount of Service Level Credits Vendor will be obligated to pay to the DOE, with respect to Service Level Failure(s) occurring each month shall be reflected on the invoice issued in the second month following the month during which the Service Level Failure(s) giving rise to such Service Level Credit(s) occurred. In the event DOE prepays for any Services more than one month in advance, Vendor will issue refunds or credits to DOE at DOE's sole discretion, within ninety (90) days of the end of the month in which the Service Level Failure occurred.

6.3.3.7.3 Termination for Chronic Service Level Failures

In addition to its termination rights under the Agreement, DOE may, in its sole discretion, terminate the Agreement without further obligation to Vendor in the event Vendor fails to achieve any of the required Service Levels for (a) three (3) months consecutively, or (b) any three (3) months during a consecutive six (6) month period.

6.3.3.7.4 Service Level Credits:

Service Level Failure	Service Level Credits
Service Availability	For Downtime occurring during Critical Hours, 3% of the prorated monthly amount of the annual hosting fees for every 0.1% below the Service Level. For Downtime occurring during Non-Critical Hours, excluding Scheduled Downtime, 1% of the prorated monthly amount of the yearly hosting fees for every 0.1% below the Service Level.
Support Response Times/Support Status Updates	1/30th of the prorated monthly amount of the yearly hosting fees for each three (3) documented instances in which Service Level 1 or 2 has failed in a month. 1/60th of the prorated monthly amount of the yearly hosting fees for each three (3) documented instances in which Service Level 3 or 4 has failed in a month.
Download Times	For Download Times failing to meet the applicable Service Level during Critical Hours, 1% of the prorated monthly amount of the annual hosting fees for every ten (10) instances the Download Time Service Level has failed in a month. For Download Times failing to meet the applicable Service Level during Non-Critical Hours, .5% of the prorated monthly amount of the annual hosting fees for every ten (10) instances the Download Time Service Level has failed in a month.

6.3.4 Performance Security

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

6.4 Order of Precedence

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) under a subsection with a heading entitled

Special Terms & Conditions; (2) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the RFP cover page the Contract; (3) if neither the General Terms and Conditions for Service Contracts or Goods Contracts are linked to on the RFP cover page, any terms and conditions attached to and accompanying this RFP as attachment 6 (Exceptions to Terms and Conditions); and (4) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) set forth under a subsection with a title other than Special Terms & Conditions.

**Attachment #1
Certification Letter**

(Date) _____

Julie Janssen, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Re: RFP0320282014 - Universal Screening and Progress Monitoring Assessment for Literacy at Preschool Level PROPOSAL CERTIFICATIONS

Dear Ms. Janssen:

I certify that the contents of the Proposal submitted on behalf of **(Name of Respondent)** in response to **Iowa Department of Administrative Services** for RFP0320282014 for Universal Screening and Progress Monitoring Assessment for Literacy at Preschool Level are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Certification of Independence

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

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

Certification Regarding Debarment

I certify that, to the best of my knowledge, neither Respondent nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a five year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission

of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

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

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

Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Respondents to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

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

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

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

Sincerely,

Signature

Name and Title of Authorized Representative Date

Attachment #2
Authorization to Release Information Letter

(Date) _____

Julie Janssen, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Re: RFP0320282014 - AUTHORIZATION TO RELEASE INFORMATION

Dear Julie:

(Name of Respondent) hereby authorizes the **Iowa Department of Administrative Services** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to RFP0320282014.

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

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

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

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

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

Sincerely,

Signature

Name and Title of Authorized Representative Date

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

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. THIS FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM IF NO INFORMATION PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM IF THE PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

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

2. Confidential Treatment of Information is Requested

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

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

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

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

If Agency receives a request for information that Respondent has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information,

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

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

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

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

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

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

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

Part 2 - Confidential Treatment is Requested

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

NOTE:

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

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

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

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

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

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

Company

RFP Number

RFP Title

Signature (required)

Title

Date

**Attachment #4
Scored Technical Specifications Template**

USE ATTACHMENT #3, ORGANIZED TO ADDRESS EACH EXHIBIT OF THE SCORED TECHNICAL CHARACTERISTICS. PROVIDE SEPARATE INFORMATION FOR EACH AGE GROUP (3 YEAR OLDS, 4 YEAR OLDS, AND 5 YEAR OLDS, PRIOR TO KINDERGARTEN, AS AVAILABLE). TABLES MAY BE DUPLICATED TO PROVIDE INFORMATION FOR MULTIPLE MEASURES, AS NECESSARY. ROWS WITHIN AN EXHIBIT MAY BE MERGED IF THE INFORMATION IS THE SAME ACROSS MORE THAN ONE AGE GROUP. WHEN DATA IS UNIQUE TO AGE GROUPS, PROVIDE INFORMATION IN EACH RESPECTIVE ROW (I.E. DO NOT MERGE).

Exhibit 12(a) Assessment Format Measure Name: _____

Age	Summary Data	<u>Clear</u> description where evidence exists (page, table, and/or section number), or narrative explanation and any/all supporting materials and references.
Age 3		
Age 4		
Age 5		

Exhibit 12(b) Screening Accuracy Measure Name: _____

Age	Summary Data	<u>Clear</u> description where evidence exists (page, table, and/or section number), or narrative explanation and any/all supporting materials and references.
Age 3		
Age 4		
Age 5		

Exhibit 12(c) Screening Administrations per Year Measure Name: _____

Age	Summary Data	<u>Clear</u> description where evidence exists (page, table, and/or section number), or narrative explanation and any/all supporting materials and references.
Age 3		
Age 4		
Age 5		

Exhibit 12(d) Available Benchmarks Measure Name: _____

Age	Summary Data	<u>Clear</u> description where evidence exists (page, table, and/or section number), or narrative explanation and any/all supporting materials and references.
Age 3		
Age 4		
Age 5		

Exhibit 12(e) Administration Time **Measure Name:** _____

Age	Summary Data	<u>Clear</u> description where evidence exists (page, table, and/or section number), or narrative explanation and any/all supporting materials and references.
Age 3		
Age 4		
Age 5		

Exhibit 12(f) Well-Supported Progress Monitoring **Measure Name:** _____

Age	Summary Data	<u>Clear</u> description where evidence exists (page, table, and/or section number), or narrative explanation and any/all supporting materials and references.
Age 3		
Age 4		
Age 5		

Exhibit 12(g) Evidence of Reliability **Measure Name:** _____

Age	Summary Data	<u>Clear</u> description where evidence exists (page, table, and/or section number), or narrative explanation and any/all supporting materials and references.
Age 3		
Age 4		
Age 5		

Exhibit 12(h) Content Validity/Alignment**Measure Name:** _____

Age	Summary Data	<u>Clear</u> description where evidence exists (page, table, and/or section number), or narrative explanation and any/all supporting materials and references.
Age 3		
Age 4		
Age 5		

Exhibit 12(i) Development & Sample**Measure Name:** _____

Age	Summary Data	<u>Clear</u> description where evidence exists (page, table, and/or section number), or narrative explanation and any/all supporting materials and references.
Age 3		
Age 4		
Age 5		

Exhibit 12(j) Training Requirements**Measure Name:** _____

Age	Summary Data	<u>Clear</u> description where evidence exists (page, table, and/or section number), or narrative explanation and any/all supporting materials and references.
Age 3		
Age 4		
Age 5		

Exhibit 12(k) Administration, Scoring and Interpretation**Measure Name:** _____

Age	Summary Data	<u>Clear</u> description where evidence exists (page, table, and/or section number), or narrative explanation and any/all supporting materials and references.
Age 3		
Age 4		

Age 5		
-------	--	--

Exhibit 12(I) Assessment Accommodations/Modifications **Measure Name:** _____

Age	Summary Data	<u>Clear</u> description where evidence exists (page, table, and/or section number), or narrative explanation and any/all supporting materials and references.
Age 3		
Age 4		
Age 5		

**Attachment #5
Cost Proposal Form**

Payment Terms

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

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 Firm 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. Include any escalation over the course of six years. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

Deliverable Item	Total First Term Cost (1 Year)	Year 2	Year 3	Year 4	Year 5	Year 6	Total Recurring 6 Year Costs
Student User Licensing (per student, approx. 32,000)	\$	\$	\$	\$	\$	\$	\$
Training Costs	\$	\$	\$	\$	\$	\$	\$
Project Management	\$	\$	\$	\$	\$	\$	\$
Data Integration	\$	\$	\$	\$	\$	\$	\$
Technical Support	\$	\$	\$	\$	\$	\$	\$
Other (specific)	\$	\$	\$	\$	\$	\$	\$
Other (specific)	\$	\$	\$	\$	\$	\$	\$
Other (specific)	\$	\$	\$	\$	\$	\$	\$
TOTAL COST:	\$	\$	\$	\$	\$	\$	\$

Attachment #6
Exceptions to Terms and Conditions

Proposed exceptions should be listed in this in this attachment of contractor’s proposal. Any proposed exceptions should be in a table similar to the one below:

Section #	Original Text Referenced	Proposed Language	Reason for Exception

Attachment #7

Special Terms and Conditions Family Educational Rights and Privacy Act (“FERPA”) Terms

The following Special Terms and Conditions are part of and incorporated into the _____ Agreement, Contract No. _____, (“**Agreement**”) between the State of Iowa and _____ (“**Vendor**”). Capitalized terms used but not defined herein are as defined in the Agreement.

1. In the course of providing services during the term of the contract, Vendor may have access to student education records that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, et seq. and the regulations promulgated there under. To the extent that Vendor has access to “education records” under this contract, it is deemed a “school official,” as each of these terms are defined under FERPA. Vendor agrees that it shall not use education records for any purpose other than in the performance of this contract. Except as required by law, Vendor shall not disclose or share education records with any third party unless permitted by the terms of the contract or to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Vendor under this contract.
2. In the event any person(s) seek to access protected education records, whether in accordance with FERPA or other Federal or relevant State law or regulations, the Vendor will immediately inform the State of such request in writing if allowed by law or judicial and/or administrative order. Vendor shall not provide direct access to such data or information or respond to individual requests. It shall be the State’s sole responsibility to respond to requests for data or information received by Vendor regarding State data or information. Vendor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the State and shall only provide such data and information to the State. Should Vendor receive a court order or lawfully issued subpoena seeking the release of such data or information, Vendor shall provide immediate notification to the State of its receipt of such court order or lawfully issued subpoena and shall immediately provide the State with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.
3. If Vendor experiences a security breach concerning any education record covered by this contract, then Vendor will immediately notify the State and take immediate steps to limit and mitigate such security breach to the extent possible. The parties agree that any breach of the confidentiality obligation set forth in the Agreement may, at the State’s discretion, result in cancellation of further consideration for contract award. In addition, Vendor agrees to indemnify and hold the State harmless for any loss, cost, damage or expense suffered by the State, including but not limited to the cost of notification of affected persons, as a direct result of the unauthorized disclosure of education records.
4. Upon termination of contract, Vendor shall return and/or destroy all data or information received from the State upon, and in accordance with, direction from the State. Vendor shall not retain copies of any data or information received from the State once the State has directed Vendor as to how such information shall be returned to the State and/or destroyed. Furthermore, Vendor shall ensure that they dispose of any and all data or information received from the State in a State-approved manner that maintains the

confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

5. Vendor represents, warrants, covenants, and promises that Vendor, Vendor Contractors, and Vendor Personnel have complied with, and shall continue to comply with, and, to the extent applicable, the Deliverables will comply with all applicable federal, state, foreign, and local laws, rules, regulations, codes, standards, ordinances, and orders both generally and in connection with the performance of this Agreement, including the following:

The vendor shall comply with the Family Educational Rights and Privacy Act (“**FERPA**”) (20 U.S.C. § 1232g; 34 CFR Part 99), including but not limited to any corresponding implementing regulations as may be amended from time to time.

**Attachment #8
Response Check List**

RFP REFERENCE SECTION	RESPONSE INCLUDED	
	Yes	No
One (1) Original AND One (1) Electronic copy on digital media.		
One (1) Public Copy with Confidential Information Excised (optional)		
Technical Proposal		
Exhibit 1 - Transmittal Letter (Include Attachment #4 – Form 22)		
Exhibit 2 - Executive Summary (if applicable, include Attachment #6)		
Exhibit 3 - Firm Proposal Terms		
Exhibit 4 - Respondent Background Information		
Exhibit 5 - Experience		
Exhibit 6 - Termination, Litigation, and Debarment		
Exhibit 7 - Acceptance of Terms and Conditions		
Exhibit 8 - Attachment #1 Certification Letter		
Exhibit 9 - Attachment #2 Authorization to Release Information		
Exhibit 10 - Mandatory Specifications		
Exhibit 11 – Scope of Work		
Exhibit 12 – Scored Technical Specifications		
• Exhibit 12(a) Assessment Format		
• Exhibit 12(b) Screening Accuracy		
• Exhibit 12(c) Screening Administrations per Year		
• Exhibit 12(d) Available Benchmarks		
• Exhibit 12(e) Administration Time		
• Exhibit 12(f) Well-supported Progress Monitoring		
• Exhibit 12(g) Evidence of Reliability		
• Exhibit 12(h) Content Validity/Alignment		
• Exhibit 12(i) Development & Sample		
• Exhibit 12(j) Training Requirements		
• Exhibit 12(k) Administration, Scoring, and Interpretation		
• Exhibit 12(h) Assessment Accommodations/Modifications		
Exhibit 13 - Implementation Plan		
Exhibit 14 – Assessment License		
Exhibit 15 –Customer and Technical Service and Reporting		
Exhibit 16 - Performance Metrics		
Exhibit 17 – Addendums		
Exhibit 18 - Attachment #3 - Form 22 – Request for Confidentiality		
Attachment #4 - Scored Technical Specifications Template		
Attachment #5 - Cost Proposal Form		
Attachment #6 - Exceptions to Terms and Conditions		
Attachment #7 - Family Educational Rights and Privacy Act Terms		
Cost Proposal (Include Attachment #5)		