

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	Administration of the Iowa Equipment Distribution Program	RFP Number:	0618219128
Agency:	Iowa Department of Administrative Services on behalf of the Iowa Utilities Board		
State seeks to purchase:	Administration of the Iowa Equipment Distribution Program	Available to Political Subdivisions?	No
Number of mos. or yrs. of the initial term of the contract:	2	Number of possible annual extensions:	4
Initial Contract term beginning:	January 1, 2019	Ending:	December 30, 2021
State Issuing Officer: Kathy Harper Phone: (515) 281-3089 E-Mail: Kathy.harper2@iowa.gov			
Mailing Address: Iowa Department of Administrative Services Hoover State Office Building, 3 rd Floor 1305 Walnut Street Des Moines, Iowa 50319-0105			
PROCUREMENT TIMETABLE—Event or Action:		Date/Time (Central Time):	
State Posts Notice of RFP on TSB website		June 19, 2018	
State Issues RFP		June 21, 2018	
RFP written questions, requests for clarification, and suggested changes from Contractors due:		July 5, 2018	
Agency’s written response to RFP questions, requests for clarifications and suggested changes due:		July 9, 2018	
Proposals Due Date:		July 23, 2018	
Proposals Due Time:		2:00 pm	
Anticipated Date to issue Notice of Intent to Award:		August 8, 2018	
Anticipated Date to execute contract:		August 30, 2018	
Relevant Websites:	Web-address:		
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 https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf		
Number of Copies of Proposals Required to be Submitted:		1 Original, 1 Digital, & 2 Copies	
Firm Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:		Days 120	

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SECTION 1 INTRODUCTION

1.1 Purpose

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

1.2 Definitions

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

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

“Contract” means the contract(s) entered into with the successful Contractor(s) as described in Section 7.1.

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

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

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

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

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

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

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

1.3 Overview of the RFP Process

Contractors will be required to submit their Proposals in hardcopy and on CD-ROM. It is the Agency’s intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 6, Evaluation and Selection.

1.4 Background Information

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

The Iowa Utilities Board (Board) has the authority under IOWA CODE § 477C.4 to plan, establish, administer, and promote a program to secure, finance, and distribute telecommunications devices for the deaf. In 1994, with the advice of the Dual Party Relay Council, the Board initiated an equipment distribution program administered by a separate contractor. The current contract will expire on December 31, 2018.

The purpose of the equipment distribution program (EDP) is to provide for the telecommunications equipment needs of persons with communication impairments to make the telecommunications system accessible to persons with communication impairments, and to make Relay Iowa accessible to persons who would not be able to use the relay effectively without appropriate equipment.

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

2.3 Downloading the RFP from the Internet

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

2.4 Procurement Timetable

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

2.5 Questions, Requests for Clarification, and Suggested Changes

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

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

2.6 Amendment to the RFP

The Agency reserves the right to amend the RFP at any time using an addendum. The Contractor shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after

the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Contractors to amend their Proposals in response to the addendum.

2.7 Amendment and Withdrawal of Proposal

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

2.8 Submission of Proposals

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

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

2.9 Proposal Opening

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

2.10 Costs of Preparing the Proposal

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

2.11 No Commitment to Contract

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

2.12 Rejection of Proposals

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

2.12.1 The Contractor fails to deliver the cost proposal in a separate envelope.

2.12.2 The Contractor acknowledges that a mandatory specification of the RFP cannot be met.

- 2.12.3** The Contractor's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- 2.12.4** The Contractor's Proposal limits the rights of the Agency.
- 2.12.5** The Contractor fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.
- 2.12.6** The Contractor fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Contractor fails to include Proposal Security, if required.
- 2.12.8** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9** The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.12.10** The Contractor initiates unauthorized contact regarding the RFP with state employees.
- 2.12.11** The Contractor provides misleading or inaccurate responses.
- 2.12.12** The Contractor's Proposal is materially unbalanced.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsible Contractor.
- 2.12.14** The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.12.15** The Contractor 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, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Contractors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Contractor from full compliance with RFP specifications or other Contract specifications if the Contractor is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.14 Reference Checks

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

2.15 Information from Other Sources

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

2.16 Verification of Proposal Contents

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

2.17 Proposal Clarification Process

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

2.18 Disposition of Proposals

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

2.19 Public Records and Requests for Confidential Treatment

The Agency’s release of public records is governed by Iowa Code chapter 22. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Contractor as non-confidential records unless Contractor requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.20 Form 22 - Request for Confidentiality

FORM 22 MUST BE COMPLETED AND INCLUDED WITH CONTRACTOR’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 CONSIDERED NON-RESPONSIVE AND NOT EVALUATED.

2.21 Copyright Permission

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

2.22 Release of Claims

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

2.23 Contractor Presentations

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

2.24 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed and evaluated in accordance with Section 6 of the RFP. The Agency will not necessarily award a contract resulting from this RFP to the Contractor offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Contractor(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State.

2.25 Award Notice and Acceptance Period

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

2.26 No Contract Rights until Execution

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

2.27 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. Contractors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.28 Restrictions on Gifts and Activities

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

2.29 No Minimum Guaranteed

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

2.30 Appeals

A Respondent whose proposal has been timely filed and who is aggrieved by the 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 days of the date of the Intent to Award notice 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 Contractor.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

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

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

RFP Number: RFP0618219028
RFP Title: Equipment Distribution Program for Iowa Utilities Board
Kathy Harper
Hoover Building 3rd Floor
1305 E Walnut St
Des Moines, IA 50319

[Contractor's Name and Address]

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

1 Original, 1 Digital, & 2 Copies 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

- 3.1.2** If the Contractor designates any information in its Proposal as confidential pursuant to Section 2, the Contractor must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".
- 3.1.3** Proposals shall not contain promotional or display materials.
- 3.1.4** Attachments shall be referenced in the Proposal.

- 3.1.5** If a Contractor proposes more than one solution to the RFP specifications, each shall be labeled and submitted separately and each will be evaluated separately.

3.2 Technical Proposal

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

3.2.1 Transmittal Letter (Required)

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

3.2.2 Table of Contents

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

3.2.3 Executive

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

- 3.2.3.1** Statements that demonstrate that the Contractor has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 7.
- 3.2.3.2** An overview of the Contractor's plans for complying with the specifications of this RFP.
- 3.2.3.3** Any other summary information the Contractor deems to be pertinent.

3.2.4 Mandatory Specifications and Scored Technical Specifications

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

3.2.5 Vendor Background Information

The Contractor shall provide the following general background information:

- 3.2.5.1** Does your state have a preference for instate vendors? Yes or No. If yes, please include the details of the preference.

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

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

3.2.7 Personnel

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

3.2.7.1 Full name.

3.2.7.2 Education.

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

3.2.8 Termination, Litigation, Debarment

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

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

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

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

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

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

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

3.2.9 Criminal History and Background

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

3.2.10 Acceptance of Terms and Conditions

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

3.2.11 Certification Letter

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

3.2.12 Authorization to Release Information

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

3.2.13 Firm Proposal Terms

The Contractor shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 120 days following the deadline for submitting Proposals.

3.3 Cost Proposal

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

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

3.3.1.1 Credit card or ePayables

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Contractor uses the Pcard or EAP payment methods. Pcard-accepting Contractors must

abide by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 7.5 of the RFP. Contractors 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).

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

Contractors shall provide a statement regarding their ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

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

3.3.1.3 State Warrant

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

3.3.2 Payment Terms

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

3.3.3 Contractor Discounts

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

3.3.3.1 Prompt Payment Discount

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

3.3.3.2 Cash Discount

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 SCOPE OF WORK

4.1 Description of Desired Services

The Iowa Utilities Board through the Iowa Department of Administrative Services is seeking qualified Contractors capable of administering the Iowa Equipment Distribution Program.

4.2 Application Process

The Administrator will provide the following functions relating to Iowa Equipment Distribution Program applications.

4.2.1 Design and print application forms, subject to Iowa Utilities Board (Board) approval.

4.2.2 Distribute application forms to individuals upon request and as broadly as possible to the public through the outreach program, including an application form that is accessible from an Internet Web site.

4.2.3 Organize, number, and maintain files for all applications received. Track applications by individual and by household, keeping historical records for repeat applications in which a voucher was issued. NOTE: In general, these files will be public records, except for matters held confidential by the Board pursuant to IOWA CODE § 22.7. All requests by the public to view these files will be handled by the Board. If the administrator receives a request from the public to view these files, the administrator shall promptly notify the Board.

4.2.4 Review applications for compliance with Board eligibility requirements and to determine appropriate equipment needs. Institute a program to verify the legitimacy of the impairment certifier. Make an initial eligibility ruling within one week of the application.

4.2.5 Acknowledge all applications with notification of approval, rejection (with reasons), or status in queue.

4.2.6 Annually review the application format and the effectiveness of the application process in achieving the goal of widespread identification of qualified recipients and inform the Board of any desirable changes.

4.2.7 Conduct a follow-up survey of all applicants.

4.3 Process for Vouchers

4.3.1 For applications meeting eligibility requirements, determine the sufficiency of the budget for the requested equipment.

4.3.2 Fill in all applicable information on the vouchers and issue vouchers, voucher instructions, and the equipment dealer list to eligible recipients if funds are available. (Note: All transfers of funds under the program will be by state warrants. The program administrator will not be responsible for issuance of warrants, other than through providing accurate voucher information to the responsible state employees who will authorize the issuance of warrants.)

- 4.3.3** Respond fully to any inquiries from applicants, recipients, or equipment dealers concerning applications, vouchers, or the equipment available under the program.
- 4.3.4** Maintain files tracking all vouchers issued by applicant and by household, including outstanding vouchers. Coordinate with the application files and information from the Board staff concerning warrants issued. Maintain a list of vouchers issued and outstanding. Forward all copies of voided or expired vouchers to the Board.
- 4.3.5** Establish an appropriate system to verify the physical existence of equipment purchased with vouchers.
- 4.3.6** Provide a written report weekly to the Board showing full details concerning all vouchers issued, including a copy of the vouchers and the related applications, and a listing of voided and spoiled and/or expired vouchers.
- 4.3.7** Cooperate fully with any auditing processes for the Board and the State of Iowa.

4.4 Maintenance of Equipment Dealer List and Manual

- 4.4.1** Determine the name, address, Internet e-mail address, and telephone number of equipment dealers supplying the equipment covered by the program, who are willing to accept vouchers. Pursue an appropriate geographical spread within the state for listed dealers.
- 4.4.2** Prepare a dealer list showing address and contact information. Maintain the dealer list on the EDP Web site. Update this list at least semi-annually. Pass/Fail
- 4.4.3** Print and distribute the dealer list to all voucher recipients who request it
- 4.4.4** Prepare and disseminate a dealer manual to dealers agreeing to participate in the Board's EDP. The purpose of the manual is to ensure that dealers understand the objectives, obligations and processes of the Iowa EDP and the program expectations of participating dealers. The manual shall include such items as samples of the application form and the voucher form, instructions for filling out the voucher form, an explanation of the payment process, standard voucher values for various types of equipment, and references to the relevant sections of the Iowa Code and Board's administrative rules. In addition to the dealer manual, the administrator must prepare a dealer agreement for approval by the Board. The dealer agreement must provide that the dealer agrees to follow the rules and expectations of the equipment distribution program. The administrator must request a signed agreement from all dealers.

4.5 Maintenance of Equipment List

- 4.5.1** Develop a thorough understanding of the capabilities of the equipment available and continuously update that understanding to reflect advances in the equipment. Prepare a written report to the Board and the Board's Project Manager biennially on new equipment available, discontinued equipment, and poorly performing equipment.

- 4.5.2** Determine the standard market warranty term for each type of equipment.
- 4.5.3** Develop a standard voucher amount, to be approved by the Board, for each type of equipment through a periodic market survey. Maintain documentation to support the standard voucher amount. The voucher amount shall be five percent less than the average market price for the piece of equipment, unless the market price is over \$1,000, in which case the amount shall be one percent less than the average market price.
- 4.5.4** Maintain a current list of repair persons across the state, if any exist, and make the list available

4.6 Statewide Outreach

- 4.6.1** Contractor is responsible for preparing, printing and distributing promotional literature and materials, including paid advertising with a budget, explaining the purpose and procedures for the EDP.
- 4.6.2** Contractor is responsible for developing appropriate and geographically diverse public service announcements on electronic and print media concerning the program. Ensure availability of program information on the Board's Internet Website and on the EDP website.
- 4.6.3** Contractor is responsible for providing presentations regarding the program to geographically and age-diverse groups of potential applicants, including persons who are deaf, hard-of-hearing, deaf-blind, and who have difficulty speaking, as well as providing the presentation to their information and care networks and providers.
- 4.6.4** The Contractor is responsible for maintaining regular and continuing contact with potential and actual contact with potential and actual equipment recipients and their families. Provide or arrange for training for those persons requiring training in order to use the equipment effectively.
- 4.6.5** The Contractor is responsible for maintaining regular and continuing contact with persons and agencies in a position to assist and refer potential applicants including, but not limited to, the Department of Human Rights, deaf and hard-of-hearing clubs, Vocational Rehabilitation Division counselors, Department of Elder Affairs, community action programs, Department for the Blind, Department of Education, Iowa School for the Deaf, public and private health care and rehabilitation counselors, Department of Human Services, private social workers, Iowa Telecommunications Association, Rural Iowa Independent Telephone Association, community organizations, major employers, and others across Iowa.
- 4.6.6** The Contractor is responsible for conducting joint outreach with the Iowa Relay Provider.
- 4.6.7** The Contractor is responsible for maintaining regular and continuing contact with equipment dealers, providing them with written materials explaining the procedures used in administering the program.

- 4.6.8** The Contractor is responsible for making presentations at Dual Party Relay Council (Council) meetings regarding outreach, equipment statistics, and other relevant topics as requested by the Board or Council.
- 4.6.9** The Contractor is responsible for developing and implementing a method of monitoring public awareness and satisfaction with EDP and provide recommendations to the Board on revisions to the program.
- 4.6.10** The Contractor is responsible for developing and distributing a post-application survey to follow up on all applicants, regardless of whether the applicant received equipment or not.
- 4.6.11** The Contractor is responsible for developing an annual outreach plan and provide it to the Board and Council no later than January 31st of each calendar year. The Board and Council will review the plan for compliance with the requirements of the contract. (Score)

4.7 Personnel

- 4.7.1** The Contractor is responsible for designating a program manager who will serve as the point of contact and shall be the liaison between the Contractor and the Agency. The Contractor shall provide the state agency with the name, address, email address, and telephone number of the Contractor's program manager. The Contractor's program manager shall (1) oversee all services being provided, (2) assume responsibility and liability for services performed per the contract, and (3) serve as the primary point of contact with the state agency.
- 4.7.2** The Contractor is responsible for ensuring that the Agency is notified in writing prior to any changes in personnel.

4.8 Reports

- 4.8.1** The Contractor is responsible for providing a monthly written report by the 20th of the following month to the Board's Project Manager concerning the administrator's activities (including statewide outreach); monthly and year-to-date totals of pieces of equipment issued by category and total cost of equipment issued by category; applications received; vouchers issued; information about the number, nature, and handling of complaints; and other information the administrator or the Board deems necessary. The Project Manager will disseminate this report to the Board and the Council.
- 4.8.2** Provide a weekly written report by the end of the following week to the Board's Project Manager. The report shall provide a summary of the week's activities, including, but not limited to: vouchers ready for payment and total dollar amount of such vouchers; new vouchers issued and total dollar amount of such vouchers; voided vouchers; inquiries received; number of CapTel vouchers distributed in that week and to date during that month; number of iPad vouchers distributed in that week and to date during that month; the Administrator's report of outreach and other relevant activities performed during that week; and any other information the Administrator deems pertinent. If any problems or opportunities for improvement arise, include a discussion in the weekly report.

- 4.8.3** Provide a quarterly summary of responses to follow-up surveys received from applicants to the Project Manager. The report shall explain how the administrator resolved any outstanding issues revealed by the survey responses.
- 4.8.4** By March 1st of each year, the administrator shall submit an annual report for the preceding year to the Project Manager. The report shall include an annual summary of the number of pieces of equipment distributed through the program, amount spent on the equipment distributed, amount spent on the programs' administrative functions, number of vouchers issued and redeemed, outstanding issues at the end of the year, major issues addressed and resolved during the year, outreach activities, personnel changes, and any other relevant information.

4.9 Complaint Resolution

- 4.9.1** The administrator shall make an effort to resolve complaints from any source informally within 45 days. (Pass/Fail)
- 4.9.2** As a final step in the informal handling of a complaint, the administrator shall provide the complainant with a written proposed resolution. The resolution shall include notice that the complainant can appeal the administrator's proposed resolution to the Board.
- 4.9.3** The administrator or other personnel may be required to provide written testimony and appear as witnesses in complaint proceedings before the Board.

4.10 Other Functions

- 4.10.1** Notify the Project Manager of any fundamental problem with the program encountered within a week of occurrence.
- 4.10.2** The administrator must be available via Internet email.
- 4.10.3** Attend and participate in the annual Telecommunications Equipment Distribution Program Administrators (TEDPA) national conference. Ensure administrator's Internet email address is included on the TEDPA list serve. Within 45 days of attending, provide a written report to the Board's Project Manager summarizing the sessions, panels, etc., presented at the TEDPA national conference.
- 4.10.4.** The administrative office must be located in the Des Moines area. A showroom-type facility, which displays and demonstrates various types of equipment offered through the EDP, must be included as part of the administrative office. The office and showroom must be located in the Des Moines area due to its centralized location for the convenience of clients of the EDP, who may need to travel to the office/showroom from any part of Iowa, and to facilitate coordination of activities with the Board and Relay Iowa staff.
- 4.10.5** While the administrator will be responsible for carrying out the functions described herein, ultimate authority over the EDP resides with the Board, acting with advice from the Council.

4.10.6 The administrator must maintain a Web site. The Web site must include at a minimum: a description of the EDP, contact information for the program administrator and Project Manager, an online re-printable application form, a description of the basic types of available equipment, an explanation of the voucher process, contact information for dealers known to participate in the program including links to known dealer Web sites, a link to the captioned telephone Web site, and a link to the Relay Iowa Web site.

4.10.7 Meet periodically with Board staff and Relay Iowa provider to review and discuss recent activities, expectations, results, recommendations for improvement, etc.

4.11 Implementation

4.11.1 The Contractor is responsible for working with the Agency to ensure a seamless transition into a new system.

4.12 Invoicing

The Contractor is responsible for submitting an invoice monthly for services rendered, subject to any offset for adjustments permitted under the contract.

4.13 Performance Criteria

Performance-based measures are required to be included in any State contract pursuant with Iowa Code section 8.47 (1).

1. Pursuant to Iowa Code § 8.47 and Department of Administrative Services rule 11 IAC 107.4, this service contract entered into by the Board shall include a clause or clauses that describe the amount or basis for paying consideration to the vendor based on the vendor's performance under this contract. This payment clause is intended to comply with this requirement in a manner that considers the state requirements for administration of the equipment distribution program and the Board's need to monitor the vendor's performance under the contract.
2. The agreed times for performance of the vendor's obligations under this contract are important prerequisites to award of the contract. The Board declares, and the vendor acknowledges, that time is of the essence in the performance by the vendor of the terms and conditions of the contract. The Board declares, and the vendor acknowledges, that the Board will suffer damages due to a lack of timely performance by the vendor. The parties agree that time is a material element of this contract.
3. If any of the services included in the functions of the administrator are not performed within the time limits specified, the delay will interfere with the proper fulfillment of the Board's statutory responsibilities and will thus damage the Board.
4. Calculation of damage to the Board from late performance or non-performance of vendor's obligations under this contract would be impractical or extremely difficult for the following reasons:
 - a. The Board does not maintain records relating to profit and loss.

- b. The Board does not maintain records of lost productivity and service due to non-performance or late performance of the vendor's contract obligations.
- c. Since fixing the actual monetary value of damages sustained by the Board may be impractical or extremely difficult, the vendor and the Board agree that the adjustments to payments in this section represent the parties' best estimate at the time of contracting to provide reasonable compensation for the losses and to comply with the requirement to tie payment to performance.
- d. Except as specified in paragraph h below, payments to the vendor shall be reduced in the amount of \$3,000 per day for each day the vendor fails to provide a statewide equipment distribution program as required under this contract. Payments to the vendor shall be reduced in the amount of \$100 per day for each day the vendor fails to timely provide a required report specified in Exhibit A. Payments to the vendor shall be reduced in the amount of \$100 per day for each day the vendor fails to timely perform any of the other individual functions specified in Exhibit A or any other individual requirement of this contract.
- e. Partial performance of this contract shall not relieve the vendor from liability for reductions in payment specified in this section if any material portion of the contract remains unperformed.
- f. The Board shall notify the vendor of the basis for any reduction in payment when the Board deducts such sums from money payable to the vendor.
- g. The vendor's liability for additional reductions in payment shall cease at such time as the Board obtains complete substituted performance from an alternate vendor.
- h. Payments to the vendor shall not be reduced if performance is delayed or made impossible by an act of God or such other event that is beyond the reasonable control of the vendor. In each such case, the delay or impossibility must be without the fault or negligence of the vendor. A strike by the vendor's employees or a lockout by the vendor shall not be considered beyond the reasonable control of the vendor, nor shall a strike or a lockout be considered an act of God.

SECTION 5 SPECIFICATIONS

Overview

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

5.1 Mandatory Specifications

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

5.1.1 Contractor shall be capable of administering the Iowa Equipment Distribution Program.

5.2 Scored Technical Specifications

All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the evaluation committee in accordance with Section 6.

5.2.1 Preliminary Work Plan

Provide a preliminary work plan, including estimated target dates for specific outreach functions. Describe how you plan to fulfill each of the functions listed in Section 4, Scope of Work.

5.2.2 Application Process

Describe how you will accomplish all of the functions in Section 4.2. Please provide an example of an application form as well as a follow-up survey.

5.2.3 Process for Vouchers

Describe your process for managing and issuing vouchers and responding to applicant and equipment dealer inquiries. Describe how you will track and verify the physical existence of equipment purchased with vouchers.

5.2.4 Statewide Outreach

Please provide examples of existing promotional material if available. Describe previous experience developing public service announcements. Describe how you plan to monitor public awareness and satisfaction with the Equipment Distribution Program.

5.2.5 Personnel

Please provide the name and contact information and previous related experience for the person that will be designated as the Program Manager.

5.2.6 Complaint Resolution

Describe your process for handling complaints informally within 45 days.

5.2.7 Implementation

Please describe how you plan to ensure a seamless transition into a new system.

SECTION 6 EVALUATION AND SELECTION
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6.1 Introduction

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

6.2.1 Evaluation Committee

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

The evaluation committee will make a recommendation to the person or entity who must approve the recommendation.

6.3 Tied Score and Preferences

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

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

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

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

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

6.4 Technical Proposal Evaluation and Scoring

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

- Answer “Yes” to all parts of Section 4.1 and include supportive materials as required to demonstrate the Contractor will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Content and Technical Criteria.

An addendum identifying the points assigned to evaluation criteria and minimum score will be posted prior to the RFP due date.

6.5 Cost Proposal Scoring

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

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

Example:

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

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

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

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

SECTION 7 CONTRACT TERMS AND CONDITIONS

7.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the General Terms and Conditions, the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Contractor to the provisions or terms and conditions of the RFP or the General Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Contractor's objection or amendment in writing.

The General Terms and Conditions will be incorporated into the Contract. The General Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Contractors to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with these specifications should be included in any pricing quoted by the Contractor.

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

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

7.2 Special Terms

Agency will measure Contractor's performance against the annual service summary reports, which Contractor shall prepare annually on a fiscal year basis and deliver to the Agency within 60 days of the end of the immediately preceding fiscal year. The annual service summary reports shall provide sufficient detail to permit the calculation of each of the performance measures listed below. For each performance criterion not met, the Contractor shall refund 5 percent of total fees charged during the preceding fiscal year. Within ninety (90) days of the end of the preceding fiscal year and upon notification by the Agency, the Contractor shall refund the amount identified by the Agency.

7.3 Contract Length

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

7.4 Insurance

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

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence Aggregate	\$1 Million \$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

7.5 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:

- Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;
- 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;
- 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);
- 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;
- Contractor shall confirm that the name of purchaser matches the name on the card;
- Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or “https” in the web address;
- Contractor shall shred any documentation with credit card numbers.

**Attachment # 1
Certification Letter**

Alterations to this document are prohibited, see section 2.14.14.

[Date]

Kathy Harper, Issuing Officer
Department of Administrative Services
Hoover Building, FLR 3
1305 E. Walnut Street
Des Moines, IA 50319

Re: RFP 0618219028 - PROPOSAL CERTIFICATIONS

Dear Kathy:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]**_____ (Contractor) in response to for RFP0618219028 for Administration of the Iowa Equipment Distribution Program are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

Certification of Independence

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

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

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d)

have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

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

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

- 7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(4) (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 Contractors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

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

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

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #2
Authorization to Release Information Letter
Alterations to this document are prohibited, see section 2.14.14.

[Date]

Kathy Harper, Issuing Officer
Department of Administrative Services
Hoover Building, FLR 3
1305 E. Walnut Street
Des Moines, IA 50319
Re: RFP0618219028 - AUTHORIZATION TO RELEASE INFORMATION

Dear **Name of Issuing Officer**:

[Name of Contractor]_____ **(Contractor)** hereby authorizes the Department of Administrative Services ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to **RFP0618219028**.

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

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

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

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

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

Sincerely,

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 22 IF PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF 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 IN PROPOSALS 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
Response Check List**

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
3. One (1) Original, One (1) Digital & 2 Copies			
3. One (1) Public Copy with Confidential Information Excised			
3. Transmittal Letter			
3. Specifications			
3. Vendor Background Information			
3. Experience			
3. Personnel			
3. Terminations			
3. Acceptance of Terms and Conditions			
3. Certification Letter			
3. Authorization to Release Information			
3. Firm Proposal Terms			
5. Mandatory Specifications			
5. Scored Technical Specifications			
2. Form 22 – Request for Confidentiality			

ATTACHMENT #5

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

Deliverable Item	All Inclusive Monthly Fee
Program Administration & Outreach	
TOTAL COST:	

The vendor should understand that the Board will retain full authority to direct the vendor concerning the level of activity desired. The maximum total annual amount billed shall be stated in the contract awarded to the successful vendor.