

# REQUEST FOR PROPOSAL

## RFP COVER SHEET

<b>TITLE OF RFP:</b>	ESL Online Instructional Platform		<b>RFP Number:</b>	<b>RFP1218282014</b>
<b>Agency:</b>	Department of Administrative Services on behalf of Department of Education (DOE)			
<b>State seeks to purchase:</b>	English as a Second Language (ESL) Online Instructional Platform implementation, training and support	<b>Available to Political Subdivisions?</b>	<b>No</b>	
<b>Number of mos. or yrs. of the initial term of the contract:</b>	1 year	<b>Number of possible annual extensions:</b>	5 extensions	
<b>Approximate initial contract term beginning:</b>	Date: Aug. 15, 2018	<b>Ending:</b>	Date: Aug. 14, 2019	
<b>State Issuing Officer:</b>				
Name: Ken Discher				
Phone e-Mail and Fax: P: (515) 281-6380   email: <a href="mailto:ken.discher@iowa.gov">ken.discher@iowa.gov</a>   F: (515) 725-2064				
Mailing Address: Department of Administrative Services Central Procurement and Fleet Services Enterprise Hoover Bldg – Level 3 1305 E Walnut St Des Moines, IA 50319				
<b>PROCUREMENT TIMETABLE—Event or Action:</b>			<b>Date/Time (Central Time):</b>	
State Posts Notice of RFP on TSB website			Date: June 4, 2018	
State Issues RFP			Date: June 6, 2018	
RFP written questions, requests for clarification, and suggested changes from Contractors due: (email questions, etc., to: <a href="mailto:Ken.Discher@iowa.gov">Ken.Discher@iowa.gov</a> ) Agency's written response to RFP questions, requests for clarifications and suggested changes approximate posting date:			Date: June 13, 2018  Date: June 18, 2018	
<b>Proposals Due Date:</b>			<b>Date: July 3, 2018</b>	
<b>Proposals Due Time:</b>			<b>Time: 12:00 PM CDT</b>	
Approximate Date to issue Notice of Intent to Award:			Date: Aug. 1, 2018	
Approximate Date to execute contract:			Date: Aug. 15, 2018	
<b>Relevant Websites:</b>		<b>Web-address:</b>		
Internet website where Addenda to this RFP will be posted:		<a href="http://bidopportunities.iowa.gov/">http://bidopportunities.iowa.gov/</a>		
Internet website where contract terms and conditions are posted:		<a href="http://bidopportunities.iowa.gov/">http://bidopportunities.iowa.gov/</a>		
Number of Copies of Proposals Required to be Submitted:			1 Original, 1 Digital, & 2 Copies	
Firm Proposal Terms Per Section 3.2.10, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:			180 Days	

## **Table of Contents**

- 1. INTRODUCTION**
  - 1.1. Purpose
  - 1.2. Definitions
  - 1.3. Overview of the RFP Process
  - 1.4. Background Information
  - 1.5. RFP Objectives
- 2. ADMINISTRATIVE INFORMATION**
  - 2.1. Issuing Officer
  - 2.2. Restriction on Communication
  - 2.3. Downloading the RFP from the Internet
  - 2.4. Procurement Timetable
  - 2.5. Questions, Requests for Clarification and Suggested Changes
  - 2.6. Amendment to the RFP
  - 2.7. Amendment and Withdrawal of Proposal
  - 2.8. Submission of Proposals
  - 2.9. Proposal Opening
  - 2.10. Costs of Preparing the Proposal
  - 2.11. No Commitment to Contract
  - 2.12. Rejection of Proposals
  - 2.13. Nonmaterial Variances
  - 2.14. Reference Checks
  - 2.15. Information from Other Sources
  - 2.16. Verification of Proposal Contents
  - 2.17. Proposal Clarification Process
  - 2.18. Disposition of Proposals
  - 2.19. Public Records and Requests for Confidential Treatment
  - 2.20. Copyright Permission
  - 2.21. Release of Claims
  - 2.22. Contractor Presentations
  - 2.23. Evaluation of Proposals Submitted
  - 2.24. Award Notice and Acceptance Period
  - 2.25. No Contract Rights until Execution
  - 2.26. Choice of Law and Forum
  - 2.27. Restrictions on Gifts and Activities
  - 2.28. No Minimum Guaranteed
  - 2.29. Appeals
- 3. FORM AND CONTENT OF PROPOSALS**
  - 3.1. Instructions
  - 3.2. Technical Proposal
  - 3.3. Cost Proposal
- 4. SPECIFICATIONS**
  - Overview
  - 4.1. Mandatory (Pass/Fail) Specifications
  - 4.2. Scored Technical Specifications

**5. EVALUATION AND SELECTION**

**5.1. Introduction**

**5.2. Evaluation Committee**

**5.3. Tied Bid and Preferences**

**5.4. Technical Proposal Evaluation and Scoring**

**5.5. Cost Proposal Scoring**

**6. CONTRACTUAL TERMS AND CONDITIONS**

**6.1. Contract Terms and Conditions**

**6.2. Contract Length**

**6.3. Insurance**

**6.4. Terms and Conditions for State of Iowa Purchasing Cards**

**Attachment 1 – Certification Letter**

**Attachment 2 – Authorization to Release Information Letter**

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

**Attachment 4 – Response Check List**

**Attachment 5 – Cost Proposal**

<b>SECTION 1      INTRODUCTION</b>
------------------------------------

**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 6.1.

**“Contractor”** means a vendor submitting Proposals 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.

**“Contextualization”** means seamless teaching of academic skills in a real-life, work-ready context through the use of authentic materials.

**“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.

Further details concerning the following three definitions on alignment can be found within following “Standards-in-Action” link and on page 35 of the link:  
[https://lincs.ed.gov/publications/pdf/Standards\\_In\\_Action.pdf](https://lincs.ed.gov/publications/pdf/Standards_In_Action.pdf)

**“Tight/Full Alignment”** means the resource or text sufficiently supports students’ mastery of the concepts and skills within the standard without the need for additional resources.

**“Partial Alignment”** means the resource or text addresses the standard, but additional resources are needed to fill gaps and teach this standard well and in the necessary depth.

**“No Alignment”** means the resource or text does not cover the standard at all or covers it too poorly for students to gain mastery of the standard.

**Commonly Used Education Acronyms** found on page 129 (pdf page 133) within following link: <https://www.educateiowa.gov/sites/files/ed/documents/PY18%20Coordinator%20Handbook.pdf>

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

Contractors will be required to submit their Proposals in hardcopy and on digital media, such as a CD-ROM, DVD, or USB device (USB key/stick/flash drive). It is the Agency’s intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

### **1.4 Background Information**

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

The Iowa State Board of Education is responsible for setting educational policy, standards and rules. Pursuant to the authority of Iowa Code section 256.7(5), the state board of education adopted Chapter 23, Adult Education and Literacy Programs. Adult Education and Literacy programs are defined as adult basic education. Under adult education and literacy there are eight allowable activities, two of those eight activities include English language acquisition and Integrated English Literacy and Civics Education.

The Integrated English and Literacy Civics Education (IELCE) program as described under §463.33 must include instruction in literacy, English language acquisition, rights and responsibilities of citizenship and civic participation. According to §463.73 providers of IELCE must provide services that are designed to:

1. Prepare adults who are English language learners for, and place such adults in, unsubsidized employment in in-demand industries and occupations that lead to economic self-sufficiency; and
2. Integrate with the local workforce development system and its functions to carry out the activities of the program.

Eligibility for enrollment includes persons who are at least 16 years of age and are neither enrolled nor required to be enrolled in secondary schools under Iowa Code chapter 299.1A, and who meet one of the following requirements:

1. Lacks sufficient mastery of basic educational skills to enable the person to function effectively in society, demonstrated by a score of Adult Secondary Education (Low) or lower in at least one modality;
2. Does not have a secondary school diploma or a recognized equivalent; or
3. Is unable to speak, read, or write the English language

Adult Education and Literacy participants are assessed on measures fundamental to academic and vocational success. These measures include achieving education level gains, attaining secondary diplomas, entering and retaining employment, and transitioning to postsecondary education or training.

### **1.5 RFP Objectives**

Obtain an online instructional platform for adults with proven content designed for English as a second language (ESL) students to meet the demands necessary in speaking, listening, reading and writing for college and career readiness, as well as for community engagement.

Such a platform would be an existing, vendor-hosted configurable web-based solution and provide secure and user-friendly access. Such a solution would be expected to have a robust management system that allows instructors to monitor and evaluate student progress and time spent on tasks as well as containing the flexibility for the State to configure the solution to its' needs.

The State is seeking proposals from qualified Contractors with extensive experience (3+ years) and expertise successfully developing and delivering curriculum and content that supports English language learners in adult education and literacy.

Contractor providing the online platform expected to deliver a successful implementation, as well as thorough training to program, administrator, instructor and department staff.

<b>SECTION 2      ADMINISTRATIVE INFORMATION</b>
--

**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 2.5. 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 amendment 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 to the email address listed on the page one cover sheet of 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 that are received from Contractors on before the date listed on the RFP cover sheet. The Agency's written responses will become an amendment to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an amendment 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 amendment.

## **2.6 Amendment to the RFP**

The Agency reserves the right to amend the RFP at any time using an addendum or amendment. 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 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 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.

## **2.13 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.**

### **2.19.1 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.***

### **2.19.2 Confidential Treatment Is Not Requested**

A Contractor not requesting confidential treatment of information contained in its Proposal shall complete Section I of Form 22 and submit Form 22 with the Proposal.

### **2.19.3 Confidential Treatment of Information is Requested**

A Contractor requesting confidential treatment of specific information shall: (1) fully complete Section II of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Contractor 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 Contractor: (1) enumerates the specific grounds in Iowa Code chapter 22 or other applicable law that supports treatment of the material as confidential, (2) justifies why the material should be maintained in confidence, (3) explains why disclosure of the material would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Contractor to respond to inquiries by the Agency concerning the confidential status of such material.

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

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

**rejecting contractor's Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.**

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

**2.20 Copyright Permission**

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

**2.21 Release of Claims**

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

**2.22 Contractor Presentations**

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

**2.23 Evaluation of Proposals Submitted**

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

**2.24 Award Notice and Acceptance Period**

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

**2.25 No Contract Rights until Execution**

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

**2.26 Choice of Law and Forum**

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

**2.27 Restrictions on Gifts and Activities**

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

**2.28 No Minimum Guaranteed**

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

**2.29 Appeals**

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.

<b>SECTION 3      FORM AND CONTENT OF PROPOSALS</b>
---

**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: RFP1218282014**

**RFP Title: ESL Online Instructional Platform Solution**

**Issuing Officer Name: Ken Discher**

**Lead Agency Address: Department of Administrative Services  
Central Procurement & Fleet Services Enterprise  
1305 E Walnut St., Hoover Bldg - Level 3  
Des Moines IA 50319**

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

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

1 Original, 1 Digital, & 2 Copies of the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. 1 Original, 1 Digital, & 2 Copies of the Cost Proposal shall be submitted in a separately sealed envelope.

Technical Proposal Envelope Contents

Original Technical Proposal and copies

Public Copy (if submitted)

Technical Proposal on digital media

Electronic Public Technical Copy on same digital media (if submitted)

Cost Proposal Envelope Contents

Original Cost Proposal and copies

Cost Proposal on digital media

- 3.1.2** If the Contractor designates any information in its Technical 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 Response Check List of submittals per Attachment #4.

### **3.2.3 Executive Summary**

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

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

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

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

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

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

### **3.2.5 Termination, Litigation, Debarment**

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

- 3.2.5.1** Has the Contractor had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- 3.2.5.2** 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.
- 3.2.5.3** 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.
- 3.2.5.4** 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.
- 3.2.5.5** 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.

### **3.2.6 Criminal History and Background Investigation**

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

### **3.2.7 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, (including attached document, "Stateoflowa T&Cs-Contractor hosted SaaS agrmnt-June 2018"), 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 ("Stateoflowa T&Cs-Contractor hosted SaaS agrmnt-June 2018"), 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.



#### **3.2.7.1 Statement of Work (SOW) Template**

Using the Sample Purchasing Instrument/Statement of Work Template found within the attached “Stateoflowa T&Cs” document, Contractor should provide a recommended Statement of Work (SOW) for the first year of developing, implementing, and delivering the proposed solution. The SOW provided by Contractor should be based on, but not limited to, the RFP objectives and specifications (Sections 1.5, 4.1, and 4.2) as well as the Contractor’s proposed solution. State reserves the right to negotiate the terms of the final SOW with the awarded Contractor. The State also anticipates that additional SOW’s may be negotiated for additional years and services provided by the awarded Contractor.

#### **3.2.7.2 Special Terms and Conditions – Service Levels (“SLA”)**

Contractor should print and sign the “SLA” document found within the attached “Stateoflowa T&Cs” document. This serves as Contractor’s agreement to meet the Performance Standards and Targets outlined within the document. State reserves the right to negotiate the terms of the final SLA with the awarded Contractor.

#### **3.2.8 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.

#### **3.2.9 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.

#### **3.2.10 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 (180) Bid Term 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 6.7 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](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 SPECIFICATIONS

### Overview

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

### 4.1 Mandatory (Pass/Fail) Specifications

All items listed in this section are Mandatory Specifications. A pass/fail evaluation will be utilized for these Section 4.1 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. Contractors may partner with other companies in order to meet these mandatory specifications. Contractors that decide to partner shall provide information about each such company including background, experience and expertise which helps meet the mandatory specifications. Contractors are responsible to assure that all work done by a partner company meets the requirements of the RFP and resulting agreement with the State. **Contractor must be able to meet the specifications of EACH Mandatory Specification in this section or the Lead Agency may reject the Proposal.**

**4.1.1** Contractor must agree to provide and maintain an online platform that meets the American with Disabilities Act and is 508 web compliant. This includes any needed updates and changes to the system on an ongoing basis.

**4.1.2** The Contractor’s proposed curriculum platform solution must be in tight/full alignment or, at minimum, partial alignment (see alignment definitions in RFP Sec. 1.2) to at least one of the two OCTAE standardized assessments (tests) accepted by the State of Iowa DOE. The Contractor must provide evidence of alignment. Following website link to the Iowa DOE Assessment Policy Guidelines contains further information about the two accepted Assessment Series, CASAS and TABE.  
<https://educateiowa.gov/sites/files/ed/documents/Assessment%20Policy%20PY%202018.pdf>

**4.1.3** Contractor must demonstrate how their proposed solution content meets the needs of the six educational functioning levels (EFL) (Beginning ESL Literacy, Low Beginning ESL, High Beginning ESL, Low Intermediate ESL, High Intermediate ESL, and Advanced ESL) descriptors as identified by the National Reporting System for Adult Education. The Outcome Measures Definitions of the six levels are found in Exhibit 2.2, pages 17-22, within the following website link. <https://www.nrsweb.org/sites/default/files/NRS-TA-January-2018-508.pdf>

**4.1.4** The Contractor's proposed curriculum platform solution must be in tight/full alignment or, at minimum, partial alignment to the adult English Language Proficiency (ELP) standards. <https://lincs.ed.gov/publications/pdf/elp-standards-adult-ed.pdf> Contractor must provide evidence of alignment.

**4.1.5** The Contractor's proposed curriculum platform solution must be in tight/full alignment or, at minimum, partial alignment to the civics portion of the USCIS naturalization test. <https://www.uscis.gov/sites/default/files/USCIS/Office%20of%20Citizenship/Citizenship%20Resource%20Center%20Site/Publications/M-1121.pdf> Contractor must provide evidence of alignment.

**4.1.6** Contractor must demonstrate that their proposed platform solution content contextualizes one or more career clusters. Examples of career clusters would include but are not limited to: Health Science; Manufacturing; Transportation, Distribution & Logistics, and Information Technology. Contractor must provide evidence of their contextualization.

**4.1.7** Contractor must demonstrate that their proposed platform solution meets the distance learning requirement as outlined in the National Reporting System (NRS). <https://www.educateiowa.gov/sites/files/ed/documents/Assessment%20Policy%20PY%202018.pdf>

- Proxy hours
- Instructor verification
- Learner mastery

Contractor must provide evidence showing they meet at least one delivery method within the curriculum platform solution to track time of engagement/participation.

**4.1.7 Experience**

Contractor must demonstrate they have at least 3 years of prior experience developing curriculum and content that supports English language learners in adult education and literacy.

## **4.2 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 5. For each specification within Section 4.2, Contractors shall provide a short narrative and give examples pertaining to how they will meet the specification. Where helpful, Contractors are encouraged to include screen capture images, use case diagrams, swim lane diagrams, and business process diagrams to illustrate how the Contractor proposed solution meets a specific specification.

- 4.2.1** The Contractor shall provide evidence of how their proposed curriculum platform solution will be in tight/full alignment or, at minimum, partial alignment to the adult English Language Proficiency (ELP) standards. <https://lincs.ed.gov/publications/pdf/elp-standards-adult-ed.pdf>
- 4.2.2** The Contractor shall provide evidence of how their proposed curriculum platform solution will be in tight/full alignment or, at minimum, partial alignment to the civics portion of the USCIS naturalization test. <https://www.uscis.gov/sites/default/files/USCIS/Office%20of%20Citizenship/Citizenship%20Resource%20Center%20Site/Publications/M-1121.pdf>
- 4.2.3** The Contractor should demonstrate how its' proposed curriculum platform will be compatible with technology devices, i.e. tablets, chrome book, phone, iPad, desktops, and the like.
- 4.2.4** Contractor should provide information concerning the support they will provide related to the utilization of their proposed curriculum platform. Examples of support may include but are not limited to professional development and aligned lesson plans.
- 4.2.5** Contractor should list and explain the content its proposed curriculum platform will offer for students in languages besides English.
- 4.2.6** Contractor should explain how their proposed curriculum platform embeds culturally responsive pedagogy throughout their product.
- 4.2.7** Contractor should explain how their proposed curriculum platform embeds mathematical skills throughout their product.
- 4.2.8** Contractor should explain whether their proposed curriculum platform offers an online library with relevant material to adult learners and, if so, demonstrate how the library is organized as well as what it contains.
- 4.2.9** Contractor should explain whether their proposed curriculum platform offers a basic digital literacy component for adult learners and, if so, how it is organized and what it provides.

- 4.2.10** Contractor should explain whether their proposed curriculum platform offers an assessment preparation component that is in tight/full alignment or, at minimum, partial alignment to one of the two OCTAE standardized assessments (tests) accepted by the Iowa DOE, namely CASAS Assessment Series or the TABE Assessment Series. If proposed platform solution does offer an assessment preparation component contractor should provide details on how it is aligned. Following website link to the Iowa DOE Assessment Policy Guidelines contains further information about the two accepted Assessment Series, CASAS and TABE.  
<https://educateiowa.gov/sites/files/ed/documents/Assessment%20Policy%20PY%202018.pdf>
- 4.2.11** Contractor should explain how their proposed platform solution content contextualizes one or more career clusters. Examples of career clusters would include but are not limited to: Health Science; Manufacturing; Transportation, Distribution & Logistics, and Information Technology. Contractor should provide evidence for each of all the career clusters for which they are providing content contextualization.
- 4.2.12 Marketing**  
Contractor should explain how their process for marketing their proposed platform solution will increase participation and usage rates for adult learners either directly and/or through adult learning providers.
- 4.2.13 Training**  
Contractor should explain their process and delivery of training to adult learning providers that will encourage the usage of the proposed platform solution that supports the adult learning experience for English as a Second Language participants. Training should include, but not necessarily be limited to, the use of the system, the administration of the system, and the content covered by the system.
- 4.2.14 Experience**  
The State is seeking proposals from qualified Contractors with extensive experience (3+ years) and expertise successfully developing and delivering curriculum and content that supports English language learners in adult education and literacy. Contractor shall detail relevant experience and expertise providing the goods and services sought by the RFP. Such information should address but is not limited to RFP Sections 1.4 Background Information, 1.5 RFP Objectives, and Section 4 Specifications.

Information shall include the following general background information:

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.

Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.

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 Contractor's performance under the terms of this RFP.

Number of employees.

Type of business.

Name, address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning the Proposal.

Name, address and telephone number of the Contractor's representative to contact regarding scheduling and other arrangements.

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.

Contractor's accounting firm.

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>

Provide reference contact information 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. Include contact name, address, phone, and email address & a brief description of the work contractor did for the reference. State expects to contact references.

<b>SECTION 5      EVALUATION AND SELECTION</b>
--

**5.1      Introduction**

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

**5.2      Evaluation Committee**

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

**5.3      Tied Bid and Preferences**

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

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

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

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

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



#### 5.4 Technical Proposal Evaluation and Scoring

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications and Scored Technical Specifications described in Section 4.1 and 4.2 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 (Pass/Fail) Specifications in that section and
- Obtain the minimum score required for the Sec. 4.2 Scored Technical Specifications.

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

#### 5.5 Cost Proposal Scoring

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

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

Example:

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

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

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

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

## SECTION 6 CONTRACTURAL TERMS AND CONDITIONS

### 6.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the General Terms and Conditions, (including attached document, "Stateoflowa T&Cs-Contractor hosted SaaS agrmnt-June 2018"), 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 ("Stateoflowa T&Cs-Contractor hosted SaaS agrmnt-June 2018") shall be incorporated into the Contract unless Agency has explicitly accepted the Contractor's objection or amendment in writing.

The General Terms and Conditions ("Stateoflowa T&Cs-Contractor hosted SaaS agrmnt-June 2018") will be incorporated into the Contract. The General Terms and Conditions ("Stateoflowa T&Cs-Contractor hosted SaaS agrmnt-June 2018") 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 ("Stateoflowa T&Cs-Contractor hosted SaaS agrmnt-June 2018") 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 ("Stateoflowa T&Cs-Contractor hosted SaaS agrmnt-June 2018") language it proposes to include in place of the provision. If Contractor's exceptions or proposed responses materially alter the RFP, or if the Contractor submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.**

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

### 6.2 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.

### 6.3 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	As required by Iowa law

### 6.4 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 2.12.14.**

[Date]

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

Re: RFP1218282014 - PROPOSAL CERTIFICATIONS

Dear Ken Discher:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]** (Contractor) in response to **Agency** for **RFP1218282014** for an **ESL Online Instructional Platform** 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 2.12.14.**

[Date]

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

Re: RFP1218282014 - AUTHORIZATION TO RELEASE INFORMATION

Dear Ken Discher:

**[Name of Contractor]**\_\_\_\_\_ **(Contractor)** hereby authorizes the **Agency** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to **RFP1218282014**.

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

**CONTRACTOR NOTE: SUBMISSION OF THIS FORM 22 IS REQUIRED**

**THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR RESPONSE (PROPOSAL) TO THE REQUEST FOR PROPOSAL (RFP). THE FORM IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED.**

**FAILURE TO SUBMIT A COMPLETED FORM WILL RESULT IN THE PROPOSAL CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.**

**I. Confidential Treatment Is Not Requested**

A request for confidential treatment of information contained in our Proposal is not submitted.

_____ Company	_____ RFP Number	_____ RFP Title
_____ Signature	_____ Title	_____ Date

\*\*\*\*\*

**II. Confidential Treatment Is Requested**

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

Per the paragraph labeled as Public Records and Requests for Confidential Treatment in section 2 of the Request for Proposal (RFP), a Contractor requesting portions of its Proposal be maintained in confidence must complete this form and submit it with its Proposal. Contractors should read and familiarize themselves with chapter 22 of the Iowa Code regarding release of public records before completing this Form. Contractor shall refer to the paragraph labeled as Public Records and Requests for Confidential Treatment in section 2 of this RFP for instructions regarding how to request confidential treatment of portions of its Proposal.

**NOTE:**

- 1 Completion of this Form is the sole means of requesting confidential treatment.**
- 2 A CONTRACTOR MAY NOT REQUEST PRICING PROPOSALS BE HELD IN CONFIDENCE.**

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

**To request confidentiality, Contractor must provide the following information:**

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

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

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

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

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

***\*Failure to provide the information required on this Form may result in rejection of Contractor'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.***

\_\_\_\_\_  
Company

\_\_\_\_\_  
RFP Number

\_\_\_\_\_  
RFP Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

-----



**Department of Administrative Services – Central Procurement Bureau Review**  
**(For Agency use only)**

- ☐ Contractor's Proposal is rejected as non-compliant because of one or more of the following reasons:
- ☐ Contractor's Proposal is rejected due to not submitting a fully completed Form 22 to either request or not request confidential treatment of information.
  - ☐ Contractor's Proposal is rejected due to the request to treat the entire response as confidential.
  - ☐ Contractor's Proposal is rejected due to the request to treat Proposal pricing as confidential.
  - ☐ Contractor requested confidentiality without submitting a **fully completed** Form 22.
  - ☐ Contractor requested confidentiality and failed to conspicuously mark such material as confidential within its Proposal in accordance with the RFP.
  - ☐ Contractor requested confidentiality without submitting a public copy of its Proposal with the confidential information redacted.
  - ☐ Contractor requested confidentiality on material in contravention of the RFP.
  - ☐ Other: \_\_\_\_\_.
- ☐ Contractor's submission is accepted.<sup>1</sup>

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
RFP1218282014

\_\_\_\_\_  
RFP Title: ESL Online Instructional Platform

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

**Attachment #4**  
**Response Check List**

SECTION # and RFP REFERENCE	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
3. Three (3) paper copies and one digital media of the Technical Bid Proposal			
3. Three (3) paper copies and one digital media of the Cost Proposal			
3. One (1) Public Technical Copy (one paper and one digital media) with Confidential Information Excised (if applicable)			
3. Transmittal Letter			
3. Table of Contents			
3. Executive Summary			
3. Termination, Litigation, Debarment			
3. Criminal History and Background Investigation			
3. Acceptance of Terms and Conditions			
3. Completed Certification Letter (Attachment #1)(required)			
3. Submitted a contractor recommended SOW			
3. Completed, signed, printed and submitted SLA			
3. Completed Authorization to Release Information (Attachment #2)(required)			
3. Firm Proposal Terms			
4. Completed Mandatory Specifications (required)			
4. Completed Scored Technical Specifications (required)			
2. Completed Attachment #3 – Form 22 (required)			
3. Completed Attachment #5 – Cost Proposal (required)			

**ATTACHMENT  
#5  
Cost Proposal**

**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). Contractor should base their cost proposal on the expectation that the State of Iowa will need approximately 1,000 – 1,200 seats/users for the first year after the contractor solution is in production (being used by end users). All pricing to be FOB Destination, freight cost and all expenses included; and based on 60 Days Payment Terms. The following template and information is required. Please use additional pages to provide additional narrative clarity and support for the costing information. The narrative should provide a break-out of costs into applicable categories. The State of Iowa reserves the right to negotiate final costs with the awarded contractor.

**ESL Online Instruction Platform**

Provide a total, all-inclusive price, to develop and deliver the web-based, contractor-hosted, configurable ESL curriculum platform solution as described in your proposal and set forth in RFP Sections 1.5 RFP Objectives, 4.1 Mandatory Specifications, and 4.2 Scored Technical Specifications:

The price must include all costs to complete the solution including travel, per-diem, and related costs.

Total, all-inclusive fixed price cost for ESL Online Instruction Platform

\$ \_\_\_\_\_

Annual Cost for Years 2 – 5 for Hosting

\$ \_\_\_\_\_

Annual Cost for Years 2 – 5 for Support

\$ \_\_\_\_\_

(Cost Proposal points calculation will be based on the \$ costs from the above three line items.)

Time & Materials rate. Will be used by the State of Iowa if, in its sole discretion, the State of Iowa determines there is a need for related services that are within the overall scope of the RFP but outside the scope of the original cost proposal bid.

\$ \_\_\_\_\_

Other associated optional fees. Contractor should list other additional, optional related goods or services that may be considered by the State at time of contract or in future that are within the scope of the intent of the RFP. List and explain each optional good or service and associated fee.

\$ \_\_\_\_\_

In addition, Contractor may supply the State of Iowa DOE with products, equipment, hardware, Software, or related services that DOE wants to buy through Contractor or Vendor Sub-Contractors, directly or indirectly, but which are not expressly identified in the RFP or Proposal, but which are generally deemed incidental to the total transaction and related thereto ("Sourced Goods" or "Open Market Items"). Please describe any Sourced Goods or Open Market Items you know you may be able to provide DOE, and supply corresponding pricing in your cost proposal. Please also provide a discount off of your standard list price you would be willing to extend to DOE for any additional Source Goods or Open Market Items you do not expressly identify in your proposal, but may in the future offer or be willing to offer.

\$ \_\_\_\_\_