

## INVITATION TO QUALIFY

### ITQ COVER SHEET

|  |   |  |                                  |
|--|---|--|----------------------------------|
| <b>TITLE OF ITQ:</b>   | <b>Employee Discount Program - ITQ<br/>Prequalification Process</b> | <b>ITQ Number:</b>   | <b>1421005037</b>                |
| <b>Agency:</b>   | <b>Iowa Department of Administrative Services</b>                   |  |                                  |
| <b>State seeks:</b>  | <b>Vendors who can provide<br/>Employee Discount Programs</b>       | <b>Available to Political<br/>Subdivisions?</b>  | <b>No</b>                        |
| <b>Number of mos. or yrs. of the<br/>initial term of the contract:</b>   | <b>Three Years</b>  | <b>Number of possible<br/>annual extensions:</b>   | <b>Three</b>                     |
| <b>Initial Contract term<br/>beginning:</b>  |   | <b>Ending:</b>   |                                  |
| <b>State Issuing Officer:</b>  |   |  |                                  |
| Kelli Sizenbach<br>515-322-7135  |   |  |                                  |
| <b>PHYSICAL ADDRESS:      NO FAXED OR MAILED ACCEPTED</b>  |   |  |                                  |
| Iowa Department of Administrative Services<br>Central Procurement Bureau<br>Hoover Building, Floor 3<br>1305 E. Walnut Street<br>Des Moines, IA 50319  |   |  |                                  |
| <b>PROCUREMENT TIMETABLE—Event or Action:</b>  |   |  | <b>Date/Time (Central Time):</b> |
| State Posts Notice of ITQ on TSB website   |   |  | <b>1/19/2021</b>                 |
| State Issues ITQ   |   |  | <b>1/21/2021</b>                 |
| ITQ written question and answer period: Requests for clarification,<br>questions, and suggested changes from Respondents due:  |   |  | <b>1/29/2021</b>                 |
| Proposals Due Date:<br>Proposals Due Time:   |   |  | <b>2/11/2021 10:00 AM CT</b>     |
| <b>Relevant Websites:</b>  |   | <b>Web-address:</b>  |                                  |
| Internet website where Addenda<br>to this ITQ will be posted:  |   | <a href="http://bidopportunities.iowa.gov/">http://bidopportunities.iowa.gov/</a>  |                                  |
| Internet website where contract<br>terms and conditions are posted:  |   | <a href="https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf</a><br><a href="https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf</a> |                                  |
| Number of Copies of Proposal Required to be Submitted:   |   |  | <b>1 Digital Copy</b>            |
| <b>Firm Proposal Terms</b><br>Per Section 3.2.13, the minimum Number of Days following the deadline for<br>submitting proposals that the Respondent guarantees all proposal terms,<br>including price, will remain firm: |   |  | <b>120 Days</b>                  |

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**SECTION 1      INTRODUCTION**

**1.1      Purpose**

The purpose of this Invitation to Qualify (ITQ) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the ITQ cover sheet and further described in Section 5 of this ITQ to the Agency identified on the ITQ cover sheet. The Agency intends to award a Contract(s) beginning and ending on the dates listed on the ITQ 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 ITQ cover sheet.

**1.2      Definitions**

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

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

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

**“Contractor”** means the successful Respondent to this ITQ.

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

**“ITQ Prequalified List”** means the list of Respondents that have, per Section 6 Evaluation and Selection, successfully met the State’s requirements and evaluation criteria and have been designated by the State’s evaluation committee as an ITQ Prequalified Respondent.

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

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

**“Respondent”** means a vendor submitting a Proposal in response to this ITQ.

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

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

“ITQ” means this Invitation to Qualify 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 ITQ.

### 1.3 Overview of the ITQ Process

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

**Respondent should review Attachment 3, Form 22 Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked “Confidential” or “Proprietary” on every page may be disqualified.**

Respondents will be required to submit their Proposals in hardcopy and on digital media (i.e. CD, USB drive, etc.). It is the Agency’s intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 6, Evaluation and Selection.

### 1.4 Background Information

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

The Iowa Department of Administrative Services (DAS) was created on July 1, 2003, as a way to manage and coordinate the major resources of state government. The DAS Core Purpose is Enhancing the Quality of Life for Iowans and the DAS Core Focus is Empowering people through unparalleled Collaboration and Customer Service. DAS provides services in four business areas: Human Resources, General Services, Central Procurement and State Accounting.

DAS is seeking proposals for a statewide employee discount program. There are currently over 18,000 employees in the State of Iowa, all of which could have access to the proposed discount program. Employees will need access to local and national discounts.

The purpose of this Invitation to Qualify (ITQ) is to address the requirements of The Department of Administrative Services. The ITQ's purpose is:

1. Provide State of Iowa employees and retirees discounts on various goods and services.
2. Provide a responsive account team.
3. Provide a user friendly, online platform.

You are invited to submit a response to this ITQ for consideration by the State of Iowa to be included in an Employee Discount Program multi-award ITQ.

A Respondent successfully meeting the ITQ requirements and criteria, in the sole opinion of the DAS evaluation committee, will be placed on the ITQ Prequalified List. The Department of Administrative Services may then, if they so choose, limit their bid invitation for projects associated with the ITQ requirements to only the Qualified Respondents on the ITQ Prequalified List. DAS may NOT contract for services directly with those on the ITQ Prequalified List but must follow the State's Administrative Rules concerning the process for procurement of goods and services. (See Iowa Administrative Code 11-117 and 11-118)

The State reserves the right to open up the ITQ prequalification process at any time to enable additional Respondents to apply for pre-qualification. Qualified Respondents from this ITQ will not be required to re-apply in a subsequent ITQ and will remain qualified throughout the duration of the awarded ITQ, provided that they remain qualified for the ITQ per the ITQ requirements.

#### **1.5 Award and Rejection of Respondents**

This ITQ is structured as a *multiple-award prequalification*, each with identical terms and conditions. A Respondent who meets all mandatory requirements and achieves a minimum score will be named a **prequalified ITQ Respondent**. A Respondent who does NOT meet all mandatory requirements and achieve the required minimum score will receive a notice of disqualification.

Once a Respondent(s) is awarded, they will execute an Agreement with the State. An Agreement template is attached to this ITQ as Attachment #5 and is for information purposes only.

#### **1.6 Process for Agency USE of ITQ Prequalified Respondents**

The standard terms and conditions established for the pre-qualified ITQ Respondents will stay consistent with IAC 11-117.8(7) concerning Invitation to Qualify (ITQ). All projects must be approved by DAS prior to the release of the competitive solicitation.

Pricing for the Employee Discount Program will be included as a part of the response submitted for a specific solicitation. DAS will evaluate individual project responses and award a Contract to the responsive Bidder with the lowest bid price for quotes (Request for Quote) and bids (Request for Bid). For Request for Proposals, a Contract will be awarded to the responsive Respondent based on best value (Respondent with the highest score based on scored technical requirements and the project cost).

## SECTION 2 ADMINISTRATIVE INFORMATION

### 2.1 Issuing Officer

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

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

### 2.3 Downloading the ITQ from the Internet

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

### 2.4 Procurement Timetable

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

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

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

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

## **2.6 Amendment to the ITQ**

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

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

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

## **2.8 Submission of Proposals**

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

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

## **2.9 Proposal Opening**

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

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

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

## **2.11 No Commitment to Contract**

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

## **2.12 Rejection of Proposals**

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

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

**2.13 Nonmaterial Variances**

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to, minor failures to comply that: do not affect overall responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Respondents, do not change the meaning or scope of the ITQ, or do not reflect a material change in the specifications of the ITQ. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the ITQ specifications or excuse the Respondent from full compliance with ITQ specifications or other Contract specifications if the

Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

**2.14 Reference Checks**

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

**2.15 Information from Other Sources**

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

**2.16 Verification of Proposal Contents**

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

**2.17 Proposal Clarification Process**

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

**2.18 Disposition of Proposals**

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

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

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

**2.20 Form 22 - Request for Confidentiality**

**FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT**

**CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.**

**2.21 Copyright Permission**

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

**2.22 Release of Claims**

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

**2.23 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 ITQ. The Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State.

**2.24 Award Notice and Acceptance Period**

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

**2.25 No Contract Rights until Execution**

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

**2.26 Choice of Law and Forum**

This ITQ and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Respondents are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this ITQ 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. Respondents are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

**2.28 No Minimum Guaranteed**

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

**2.29 Post Solicitation Debriefing**

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

**2.30 Appeals**

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

|   |
|---|
| <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.

- 3.2.1** Respondent will submit their electronic copies of their Technical and Cost Proposals through Iowa Vendor Self-Serve (VSS). ITQ1421005037 was created in VSS strictly for the purpose of electronic submittal and will be publicly posted. The link to VSS is: [https://vss.iowa.gov/webapp/VSS\\_ON/AltSelfService](https://vss.iowa.gov/webapp/VSS_ON/AltSelfService).

Respondent will need to register their company regardless of whether they have already done business with the state of Iowa. There is a Register button on the left hand side of the VSS screen. Click on that button to start the registration process. If you have any issues with registration, please call the helpdesk at 515-281-6614. If you have done business with the State, you will be given an opportunity to look up your entity during the registration process. It is recommended that you complete the registration process today to ensure you are ready to upload your proposal on Thursday when the RFP is publicly accessible in VSS.

File size is limited to 10MB when uploading. Respondent will need to break their Proposal into several files if the Proposal exceeds the 10MB threshold. There is no limit on the number of files which can be uploaded. Please make sure the electronic copy submitted contains all of the required signatures in the RFP which would include the transmittal letter and Attachments 1-3.

- 3.1.1** One (1) Digital copy of the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope.

**3.1.2**

Technical Proposal Envelope Contents

Original Technical Proposal and any copies

Public Copy (if submitted)

Technical Proposal on digital media (USB drive, CD)

Electronic Public Copy on same digital media (if submitted)

- 3.1.3** If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".

- 3.1.4** Proposals shall not contain promotional or display materials.

- 3.1.5** Attachments shall be referenced in the Proposal.

- 3.1.6** If a Respondent proposes more than one solution to the ITQ specifications, each shall be labeled and submitted in a separate Proposal 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. Items listed in Section 3.2 will be considered in the evaluation and scoring of the Technical Proposals:

### **3.2.2 Transmittal Letter (Required)**

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

### **3.2.3 Executive Summary**

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

**3.2.3.1** Statement that demonstrate that the Respondent has read, understands and agrees with the terms and conditions of the ITQ including the Contract provisions in Section 7.

**3.2.3.2** An overview of the Respondent's plans for complying with the specifications of this ITQ.

### **3.2.4 Respondent Background Information**

The Respondent shall provide the following general background information:

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

**3.2.4.2** Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.

**3.2.4.3** Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company.

**3.2.4.4** State of incorporation, state of formation, or state of organization.

**3.2.4.5** The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this ITQ.

**3.2.4.6** Number of employees.

**3.2.4.7** Type of business.

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

- 3.2.4.9** Name, address and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements.
- 3.2.4.10** Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 3.2.4.11** Respondent's accounting firm.
- 3.2.4.12** The successful Respondent 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>

### **3.2.5 Experience**

The Respondent must provide the following information regarding its experience:

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

### **3.2.6 Mandatory Specifications and Scored Technical Specifications**

The Respondent shall answer whether or not it will comply with each specification in Section 5 of the ITQ. Where the context requires more than a yes or no answer or the specific specification so indicates, Respondent shall explain how it will comply with the specification. Merely repeating the Section 5 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the ITQ or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

### **3.2.7 Termination, Litigation, Debarment**

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

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

- 3.2.7.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- 3.2.7.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.
- 3.2.7.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
- 3.2.7.5** Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities.

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

**3.2.8 Criminal History and Background Investigation**

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

**3.2.9 Acceptance of Terms and Conditions**

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

**3.2.10 Certification Letter**

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

**3.2.11 Authorization to Release Information**

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

**3.2.12 Firm Proposal Terms**

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

**3.2.13 Addendums**

Provide signed copy of posted ITQ addendums.

**3.2.14 Request for Confidentiality**

The Respondent must sign and submit with the Proposal the document included as Attachment #3 Form 22 – Request for Confidentiality.

|                                     |
|-------------------------------------|
| <b>SECTION 4      SCOPE OF WORK</b> |
|-------------------------------------|

**Overview**

The successful Respondent shall provide the goods and services to the State in accordance with the requirements as provided in this Scope of Work.

**4.1      Description of Work**

The State is seeking Respondents who can provide an Employee Discount Program for current and retired employees of the State of Iowa.

**4.1.1      Respondent's Responsibilities**

- 4.1.1.1**      Provide discounts via the internet.
- 4.1.1.2**      Provide a 99.9% uptime.
- 4.1.1.3**      Provide a Mobile App or Mobile Responsive system.
- 4.1.1.4**      Provide a list of discounts to current and retired employees.
- 4.1.1.5**      Solicit deals on behalf of the State of Iowa.
- 4.1.1.6**      Provide statewide and nationwide discounts.
- 4.1.1.7**      Provide the State of Iowa a contract manager.
- 4.1.1.8**      Provide employees and retirees basic customer service assistance.
- 4.1.1.9**      Ensure all artwork is proofed by the State of Iowa prior to use.
- 4.1.1.10**     Allow the State of Iowa to add individually procured discounts.

## SECTION 5 SPECIFICATIONS

### Overview

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

### 5.1 Mandatory Specifications

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

#### 5.1.2 System Requirements

5.1.2.1 Must be an online platform.

5.1.2.2 Must post discounts procured by the State of Iowa.

5.1.2.3 Must provide employees with a code to sign up in lieu of an eligibility file.

#### 5.1.3 Respondent Requirements

5.1.3.1 Must provide a response for customer service issues within 2 business days.

5.1.3.2 The State of Iowa must maintain ownership of all artwork, logos, branding and the like.

#### 5.1.4 Implementation

Upon award of a Contract for services the Agency shall negotiate an implementation schedule with the successful Respondent.

#### 5.1.5 Installation

Installation of any equipment and/or software shall be the Respondent’s responsibility and expense, as will be the removal of such equipment and/or software upon completion of the contract or cancellation of the contract. The Respondent shall be responsible for all Respondent-owned equipment. The risk of loss and/or damage to Respondent-owned equipment and/or software shall be fully assumed by the Respondent at all times pertinent to the contract.

### **5.1.6 Maintenance and Support Services**

**5.1.6.1** Facility will perform operational maintenance to the system.

**5.1.6.2** Respondent will provide preventative maintenance and inspection on a bi-annual basis.

**5.1.6.3** Respondent will provide same day response time on system issues and outages.

### **5.1.7 Training**

Respondent will provide general user training and administrator training.

## **5.1 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.

### **5.1.1 Technical Specifications**

- Describe how the discounts can be accessed via the internet.
- Describe how the Respondent will ensure a 99.9% uptime.
- Is the solution mobile responsive?
- Is there a mobile application for this solution?
- Describe the ability to host separate discounts negotiated by the State of Iowa.

### **5.1.2 Discounts**

- Provide a list of discounts the Respondent has already negotiated and will feature with this project.
- Describe the ability to provide the State of Iowa account manager with a list of discounts on a monthly basis.
- Describe how new discounts are promoted or communicated.
- Describe how retirees can be included in the system.
- Describe how the respondent will solicit deals on behalf of the State of Iowa.
- Describe the ability to ensure state-wide discounts are available.

### **5.1.3 Customer Service**

- Describe how the respondent can provide a single point of contact for the State of Iowa.
- Describe the ability to meet with the State of Iowa in person on an annual basis.
- Describe the steps users take to sign up for the discounts.
- Describe how users reset their usernames and passwords.
- Describe the process the Respondent will follow to ensure all artwork is proofed by the Agency.
- Describe the available quarterly reports.
- Describe the ability to respond to customer inquiries within two (2) business days.

### **5.1.4 Implementation Plan**

- Describe recommended implementation strategy including on-site coordination and support services, best practice consulting options and professional services.
- Identify any third party Respondents involved in Respondent's implementation strategy and describe these relationships.
- Describe the skills and time required by State of Iowa personnel for initial implementation of the proposed system.

- Describe the documentation provided with the product along with applicable costs for any additional documentation.
- Describe Respondent's experience with installations similar in size. Please provide an implementation schedule, based on weekly milestones (not dates).

|  |
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| <b>SECTION 6      EVALUATION AND SELECTION</b> |
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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. The Agency will award to the Respondent whose Responsive Proposal the Agency believes will provide the best value to the State.

**6.2 Evaluation Committee**

The Agency will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this ITQ. The Agency will use an evaluation committee to review and evaluate the Technical 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.

**6.3 Technical Proposal Evaluation and Scoring**

All Technical Proposals will be reviewed to determine if they comply with the Mandatory Specifications. The Technical Proposals will then be evaluated and scored on the Scored Technical Specifications described in Sections 5.1 and 5.2. To be deemed a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of Section 5.1 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Technical Proposal.

An addendum identifying the points assigned to evaluation criteria and minimum score required will be posted on the due date of the ITQ.

## 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 ITQ shall comprise the specifications, terms and conditions of the ITQ, written clarifications or changes made by the Agency to the ITQ through an amendment to the ITQ in accordance with the provisions of the ITQ, the Terms and Conditions, the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the ITQ or the Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Respondent's objection or amendment in writing.

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

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

The Agency will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the ITQ or Terms and Conditions by Contractor. Once a Proposal has been identified as the one for which an Award recommendation has been made, but prior to notifying Respondents of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the ITQ or Terms and Conditions identified in that Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served. As such, if any proposed modifications are not determined to be in the best interests of the State, or appear to pose a substantial impediment to reaching agreement, the Agency may, in its sole discretion:

- 7.1.1** Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal;
- 7.1.2** Issue a Notice of Intent to Award in favor of the successful Respondent, and identify in the Notice proposed modifications to terms and conditions identified by the Respondent in its Proposal with which the agency will or will not agree or further negotiate;

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

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

## **7.2 Contractual Terms and Conditions – No Material Changes/Non-Negotiable**

Notwithstanding anything in this ITQ to the contrary, Respondent may not take exception to or propose including language in any resulting contract that conflicts with or is otherwise inconsistent with the following:

### **7.2.1 Indemnification**

Without specific authority to do so, the State, or agencies, cannot enter into agreements indemnifying Respondents, or any other entity, against third-party claims. A clause that intends to seek indemnification from the State, whether or not the clause contains the words "indemnity" or "indemnify," are not clauses to which the State may agree. The State will not agree to clause that includes the language "to the extent permitted by law" because, as explained, the State cannot indemnify Respondents to any extent.

### **7.2.2 Limitation of Liability**

Iowa Code section 8A.311(22) and 11 Iowa Admin. Code Chapter 120 establish the rules to allow for the State to agree to a contractual limitation of vendor liability clause in limited circumstances. Any request by Respondent for the State to limit damages not in accordance with Iowa law or administrative rules is a request with which the State cannot agree.

### **7.2.3 Jurisdiction and Venue**

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State's attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General's authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in another state, and cannot agree to participate in any form of alternative dispute resolution.

#### **7.2.4 Confidentiality**

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

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

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

#### **7.2.6 Term Length**

The Contract shall have an initial term of three (3) years, beginning on the date of contract execution (the “**Effective Date**”). At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for one three year renewal period, not to exceed a total contract term of six (6) years. The State will give the Contractor written notice of its intent whether to exercise each option no later than sixty (60) days before the end of the Contract’s then-current term.

#### **7.2.7 Payment Terms**

##### **7.2.7.1 Payment Methods**

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments may be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Respondents shall indicate in their Technical Proposals all of the payment methods they will accept. **This information will not be evaluated as part of the Technical Proposal.**

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

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

[https://das.iowa.gov/sites/default/files/acct\\_sae/man\\_for\\_ref/forms/eft\\_aut\\_horization\\_form.pdf](https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_aut_horization_form.pdf)

##### **7.2.7.3 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.

##### **7.2.7.4 Credit card or ePayables**

The State of Iowa’s Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa’s Terms of Pcard Acceptance, as provided in Section 7.7 of

the ITQ. Respondents must provide a statement regarding their ability to meet the requirements of this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

**7.2.7.5 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:

**7.2.7.5.1** Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;

**7.2.7.5.2** Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;

**7.2.7.5.3** Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);

**7.2.7.5.4** Contractor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;

**7.2.7.5.5** Contractor shall confirm that the name of purchaser matches the name on the card;

**7.2.7.5.6** Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;

**7.2.7.5.7** Contractor shall shred any documentation with credit card numbers.

**7.2.7.6 Payment Terms**

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

**7.2.7.7 Respondent Discounts**

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

**7.2.7.8 Prompt Payment Discount**

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

**7.2.7.9 Invoices**

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

**7.2.8 Insurance**

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

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

Acceptance of the insurance certificates by the Department shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

**7.3 Order of Precedence**

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

(Contract Terms and Conditions & Administration) under a subsection with a heading entitled Special Terms & Conditions; (2) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the ITQ cover page the Contract; (3) if neither the General Terms and Conditions for Service Contracts or Goods Contracts are linked to on the ITQ cover page, any terms and conditions attached to and accompanying this ITQ as attachment 5 (Terms and Conditions); and (4) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) set forth under a subsection with a title other than Special Terms & Conditions.

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

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

[Date]

Kelli Sizenbach, Issuing Officer  
Iowa Department of Administrative Services  
1305 E. Walnut Street  
Des Moines, IA 50319

Re: ITQ1421005037 - PROPOSAL CERTIFICATIONS

Dear Kelli:

I certify that the contents of the Proposal submitted on behalf of [Name of Respondent] \_\_\_\_\_ (Respondent) in response to the Iowa Department of Administrative Services for ITQ1421005037 for an Employee Discount Program are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

**Certification of Independence**

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

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

**Certification Regarding Debarment**

6. I certify that, to the best of my knowledge, neither Respondent nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a 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 Respondent knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

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

- 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 Respondents to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

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

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

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

Sincerely,

\_\_\_\_\_  
**Signature**

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

\_\_\_\_\_  
**Date**

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

**[Date]**

Kelli Sizenbach, Issuing Officer  
Iowa Department of Administrative Services  
1305 E. Walnut Street  
Des Moines, IA 50319

Re: ITQ1421005037 - AUTHORIZATION TO RELEASE INFORMATION

Dear Kelli:

[Name of Respondent] \_\_\_\_\_ (Respondent) hereby authorizes the Iowa Department of Administrative Services ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to **ITQ1421005037**

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

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

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

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

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 ITQ.** 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              | ITQ Number | ITQ 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 ITQ.

**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.**

| ITQ 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

\_\_\_\_\_  
ITQ Number

\_\_\_\_\_  
ITQ Title

\_\_\_\_\_  
Signature (required)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment #4  
Response Check List**

| ITQ REFERENCE SECTION  | RESPONSE INCLUDED |    | LOCATION OF RESPONSE |
|--|-------------------|----|----------------------|
|  | Yes               | No |                      |
| <b>TECHNICAL PROPOSAL</b>  |                   |    |                      |
| 3. One (1) electronic copy on digital media of the Technical Proposal. |                   |    |                      |
| 3. One (1) Public Copy with Confidential Information Excised           |                   |    |                      |
| 3. Transmittal Letter (Signed)   |                   |    |                      |
| 3. Executive Summary   |                   |    |                      |
| 3. Respondent Background Information                                   |                   |    |                      |
| 3. Experience  |                   |    |                      |
| 3. Specifications (5.1 Mandatory and 5.2 Scored)                       |                   |    |                      |
| 3. Terminations  |                   |    |                      |
| 3. Criminal Background   |                   |    |                      |
| 3. Acceptance of Terms and Conditions                                  |                   |    |                      |
| 3. Certification Letter  |                   |    |                      |
| 3. Authorization to Release Information                                |                   |    |                      |
| 3. Firm Proposal Terms   |                   |    |                      |
| 3. Signed Addendums  |                   |    |                      |
| 3. Form 22 – Request for Confidentiality                               |                   |    |                      |
| Attachment #6 – Federal T & Cs (Signed)                                |                   |    |                      |

**Also include any additional supporting documentation and attachments required in the Proposal.**

**Attachment #5**  
**AGREEMENT (TEMPLATE)**

*This is a template of the Agreement which will be executed between the State and the successful Contractor(s). For informational purposes only. Do not return with your Proposal.*

**EMPLOYEE DISCOUNT PROGRAM GOODS AND SERVICES**

**This Agreement** for an Employee Discount Program Goods and Services (hereinafter referred to as “Agreement”) is entered into by and between the State of Iowa, acting by and through the Iowa Department of Administrative Services, (hereinafter referred to as “State”) and ( \_\_\_\_\_ *Contractor Name* \_\_\_\_\_), (hereinafter referred to as “Contractor”), each hereinafter a party and collectively the parties.

**NOW, THEREFORE**, the parties agree as follows:

**SECTION 1: IDENTITIES**

**1.1 Parties**

- a. State is authorized to enter into this Agreement. State’s address is: Dept. of Administrative Services (DAS), Central Procurement Bureau, Hoover Building – Floor 3, Des Moines, IA 50319
- b. Contractor, a (legal entity type) is organized under the laws of the State of (State of organization) and registered with the Iowa Secretary of State. The Contractor’s address is: (Contractor Address).

**1.2 Contract Manager**

Contractor has designated an individual to serve as Contract Manager, who, as the duly appointed representative of Contractor, shall be responsible for Agreement implementation, administration and negotiation of any modifications thereto:

Contractor’s Project Manager:

*Name*  
*Title*  
*Address*  
*Phone*  
*Email*

**SECTION 2: STATEMENT OF PURPOSE**

**2.1 Background**

The State issued an Invitation to Qualify (ITQ) to identify a number of firms qualified and capable of delivering fixed price Employee Discount Program Goods and Services (hereinafter referred to as “Employee Discount Program”) from inception to implementation for the Department of Administrative Services (DAS). Firms deemed ITQ PREQUALIFIED (Contractor herein), are expected to deliver Employee Discount Program as required in the ITQ (ITQ1421005037) procurement document. Contractors may, at State’s discretion, be given the opportunity to bid on Employee Discount Program through a process limited to the ITQ PREQUALIFIED Contractor list. Such competitive solicitations may result in the award of an Employee Discount Program to a Contractor.

## **2.2 Purpose**

The parties have entered into this Agreement for the purpose of establishing the basic terms and conditions under which a Contractor will be awarded an Employee Discount Program.

### **SECTION 3: AGREEMENT TERM**

#### **3.1 Agreement Term**

The initial term of Agreement shall begin on the date signed by the State and continue through \_\_\_\_\_ unless terminated earlier in accordance with Agreement terms. This Agreement may be extended for an additional three annual renewal periods upon agreement by both parties.

### **SECTION 4: OBLIGATIONS**

#### **4.1 Material Change in Contractor Representations and Skills**

Contractor shall notify State promptly of any material changes in its representations, skills, abilities and resources to provide Services described in its proposal and related materials submitted in response to State's ITQ1421005037.

#### **4.2 Terms and Conditions of State**

Contractor agrees to State's Terms and Conditions contained in ITQ1421005037.

#### **4.3 Evaluation and Awards for Vehicle Modification Goods and Services**

Contractor may participate in competitive solicitation opportunities solicited by DAS for fixed price Employee Discount Program when its skills meet the solicitation specifications and requirements. Solicitations for Employee Discount Program will occur on an as needed basis.

#### **4.4 Guarantee & Applicability**

Contractor understands and confirms the Agreement does not guarantee any purchase of an Employee Discount Program by the State. Contractor also understands and confirms the Agreement may not be used to directly contract with DAS to provide an Employee Discount Program. Further, Contractor understands that it and DAS must follow applicable State procurement rules and requirements for competitive solicitation processes.

#### **4.6 Non-Exclusive Rights**

This Agreement is not exclusive. During the term of the Agreement, the State reserves the right to competitively procure and select other firms to provide the Employee Discount Program described in the Agreement.

#### **4.7 Contractor ITQ Disqualification**

In addition to its other remedies described herein, the State shall have the right at any time during the term of Agreement to direct that the Employee Discount Program provided by Contractor be fully or partially suspended or stopped if Contractor's deliverables fail to conform to the applicable specifications and requirements of the solicitation or Agreement terms.

The State shall measure agency satisfaction and acceptance of Contractor's performance under the ITQ. If deemed necessary, the State shall provide Contractor written notice of a stop work directive and/or notice of removal from the list of ITQ Contractors. State reserves the right at

any time to require additional qualification information from Contractor or require that Contractor re-qualify for designation as an ITQ PREQUALIFIED Contractor.

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

**STATE OF IOWA**  
**Acting by and through the**  
**Iowa Department of Administrative Services**

**Contractor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date