

**STATE OF IOWA**  
**REQUEST FOR PROPOSAL (RFP) COVER SHEET**

<b>Title of RFP:</b>	<b>DPS Strategic Location and Analysis Equipment</b>	<b>RFP Number:</b>	<b>1221595006</b>
<b>Agency:</b>	Dept. of Administrative Services (DAS) acting on behalf of the Department of Public Safety (DPS)		
<b>State seeks to purchase:</b>	Equipment to assist law enforcement in locating a cellular device	<b>Available to Political Subdivisions?</b>	No
<b>Number of mos. or yrs. of the initial term of the contract:</b>	Three (3) years	<b>Number of possible annual extensions:</b>	Up to 3 annual extensions
<b>Approximate initial Contract term beginning:</b>	7/1/2021	<b>Approximate ending:</b>	6/30/2024
<b>State Issuing Officer:</b>			
Name: Ken Discher, CPPB, Department of Administrative Services			
Phone: (515) 281-6380    Mobile: (515) 745-2561    E-mail: ken.discher@iowa.gov    Fax: (515) 725-2064			
<b>PROPOSALS ONLY ACCEPTED ELECTRONICALLY THROUGH IOWA VSS</b> <b>The link to VSS is: <a href="https://vss.iowa.gov/webapp/VSS_ON/AltSelfService">https://vss.iowa.gov/webapp/VSS_ON/AltSelfService</a></b>			
<b>PROCUREMENT TIMETABLE</b> — There are no exceptions to any deadlines for Vendors; however, Agency reserves the right to change the dates/times, in its sole discretion.			
<b>Event or Action:</b>		<b>Date/Time (Central Time):</b>	
State Posts Notice of RFP on TSB website		Date: Feb. 16, 2021	
State Issues RFP to Bid Opportunities website		Date: Feb. 18, 2021	
<b>Proposals Due Date:</b>		<b>Date: March 9, 2021</b>	
<b>Proposals Due Time:</b>		<b>Time: 3PM</b>	
Approximate Date to issue Notice of Intent to Award:	Date: April 15, 2021		
Approximate Date to execute contract:	Date: July 1, 2021		
Website where any Amendments/Addenda to this RFP will be posted:	<a href="http://bidopportunities.iowa.gov/">http://bidopportunities.iowa.gov/</a>		
Website where contract terms and conditions may be found:	<a href="http://bidopportunities.iowa.gov/">http://bidopportunities.iowa.gov/</a>		
Number of Copies of Proposals Required to be Submitted:			<b>1 Digital Copy</b>
Firm Proposal Terms Per RFP Section 3.2.10 the minimum length of time following the deadline for submitting Proposals that the Vendor guarantees all Proposal terms, including price, will remain firm. The Agency reserves the right to request an extension:			<b>180 days</b>

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<b>SECTION 1      INTRODUCTION</b>
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**1.1 Overview of the RFP Process**

This RFP is designed to provide Vendors 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 Vendor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

**Vendor 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.**

Vendors will be required to submit their Proposals electronically in Iowa VSS. It is the Agency's intention to evaluate Proposals from all Vendors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection. The Agency reserves the right, if determined by the Agency to be in the State's best interest, to award to more than one Vendor.

**1.2 Background**

The Iowa Department of Public Safety Division of Intelligence and Fusion Center utilizes technology in critical, exigent and/or immediate threat incidents in support of local, state and federal investigations. This requires the use of various technological pieces of equipment in order to provide the assistance needed to accomplish important public safety objectives. As with any law enforcement capability, DPS must use this type of equipment in a manner that is consistent with the requirements and protections of the Constitution, including the Fourth Amendment, DPS policies, and applicable Iowa statutes

As technology evolves, it is necessary to upgrade and/or purchase new equipment in order to continue this support at a useful, consistent, and sustainable level. DPS must continue to assess its technological based tools to ensure that practice and applicable policies reflect the Department's law enforcement and national security missions, as well as the Department's commitments to accord appropriate respect for individuals' privacy and civil liberties.

**1.3 Purpose and Overview**

The purpose of this Request for Proposal (RFP) is to solicit Proposals from Responsible Vendors to provide the Deliverables identified on the RFP cover sheet and further described immediately below and in Section 4 of this RFP to the Agency identified on the RFP cover sheet.

The Request for Proposal (RFP) is designed to provide Vendors with information necessary for the preparation of competitive bid proposals for providing Strategic Location and Analysis Equipment.

Specially trained law enforcement agents use Strategic Location and Analysis Equipment (commonly referred to as cell-site simulators) to help locate cellular devices whose unique identifiers are already known to law enforcement, or to determine the unique identifiers of an unknown device

by collecting limited signaling information from devices in the simulator user's vicinity. This technology is one tool among many traditional law enforcement techniques, and is deployed only in the fraction of cases in which the capability is best suited to achieve specific public safety objectives.

Whether deployed as part of a fugitive apprehension effort, a complex narcotics investigation, or to locate or rescue a kidnapped child, cell-site simulators fulfill critical operational needs.

Moreover, the use of cell-site simulators must be handled in a way that is consistent with the array of applicable statutes, regulations, and policies that guide law enforcement in how it may and may not obtain, collect, retain, and disclose data. The cell-site simulator equipment must meet all of the technological capabilities and restrictions as described herein.

This RFP process is for the Agency's benefit and intended to provide the Agency with competitive information to assist in the selection of a Vendor(s). Each Vendor is responsible for determining all factors necessary for submission of a comprehensive bid proposal. The Agency adheres to all applicable Federal and state laws, rules, and regulations when entering into a Contract for services. To this end, the Agency expects the awarded Vendor(s), at a minimum, to agree to provide the goods and services described in this RFP.

#### **1.4 Definitions**

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

**"Acceptance"** means the Agency has determined any or all of the Deliverables, Application Services, or System(s) satisfy its Acceptance Tests.

**"Agency" or "Department"** means the Iowa Department of Administrative Services (DAS) acting on behalf of the Department of Public Safety (DPS).

**"Contract"** means the contract(s) entered into with the successful Vendor as described in Section 6.

**"General Terms and Conditions"** means the General Terms and Conditions for Services and Goods Contracts as referenced on the RFP cover page.

**"Iowa Department of Public Safety (DPS)"** is the largest law enforcement agency in the state. It includes six divisions and several bureaus, all working together with local, state and federal government agencies and the private sector. The Iowa Division of Intelligence and Fusion Center is one of the Divisions within the Iowa DPS. The Department of Public Safety is led by the Commissioner who is appointed by the Governor.

**"Proposal"** means the Vendor's proposal submitted in response to the RFP.

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

**“Vendor”** means a contractor or respondent submitting a Proposal in response to this RFP.

<b>SECTION 2      ADMINISTRATIVE INFORMATION</b>
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**2.1 Issuing Officer**

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

**2.2 Restriction on Communication**

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Vendors 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. Vendors may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Vendors 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 Vendor and the State.

**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 Vendor is advised to check the website periodically for Addenda to this RFP, particularly if the Vendor downloaded the RFP from the Internet as the Vendor may not automatically receive addenda. It is the Vendor'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 Vendor submissions, the Agency will issue an addendum to the RFP.

**2.5 Amendment to the RFP**

The Agency reserves the right to amend the RFP at any time using an addendum. The Vendor 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 Vendors to amend their Proposals in response to the addendum.

**2.6 Amendment and Withdrawal of Proposal**

The Vendor 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 Vendor and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Vendors must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

## **2.7 Submission of Proposals**

The Agency must receive the Proposal ONLY electronically in the Iowa VSS online web address identified on the RFP cover sheet. The Vendor Proposal must be received in VSS 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.**

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

## **2.8 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 Vendors who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Vendors who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

## **2.9 Costs of Preparing the Proposal**

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

## **2.10 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.

## **2.11 Rejection of Proposals**

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

**2.11.1** The Vendor fails to deliver the Cost Proposal in a separate envelope.

**2.11.2** The Vendor acknowledges that a mandatory specification of the RFP cannot be met.

**2.11.3** The Vendor's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.

**2.11.4** The Vendor's Proposal limits the rights of the Agency.

**2.11.5** The Vendor fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 4 of this RFP.

**2.11.6** The Vendor fails to timely respond to the Agency's request for information, documents, or references.

**2.11.7** The Vendor fails to include Proposal Security, if required.



- 2.11.8** The Vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.11.9** The Vendor 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.
- 2.11.10** The Vendor initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.11.11** The Vendor provides misleading or inaccurate responses.
- 2.11.12** The Vendor's Proposal is materially unbalanced.
- 2.11.13** There is insufficient evidence (including evidence submitted by the Vendor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Vendor is a Responsible Vendor.
- 2.11.14** The Vendor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.11.15** The Vendor is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

**2.12 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 Vendors, do not change the meaning or scope of the RFP, or do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Vendor from full compliance with RFP specifications or other Contract specifications if the Vendor is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

**2.13 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 Vendor's qualifications and the qualifications of any subcontractor identified in the Proposal.

**2.14 Information from Other Sources**

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

### **2.15 Verification of Proposal Contents**

The content of a Proposal submitted by a Vendor 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.

### **2.16 Proposal Clarification Process**

The Agency reserves the right to contact a Vendor 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 Vendor has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Vendor's Proposal. The Agency will not consider information received from or through Vendor if the information materially alters the content of the Proposal or the type of goods and/or services the Vendor is offering to the Agency. An individual authorized to legally bind the Vendor 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.

### **2.17 Disposition of Proposals**

All Proposals become the property of the State and shall not be returned to the Vendor. 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 Vendor properly requests confidential treatment according to exceptions provided in Iowa Code Chapter 22 or other applicable law.

### **2.18 Public Records and Requests for Confidential Treatment**

The Agency's release of public records is governed by Iowa Code chapter 22. Vendors 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 Vendor as non-confidential records unless Vendor 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 Form 22 - Request for Confidentiality**

**FORM 22 MUST BE COMPLETED AND INCLUDED WITH VENDOR'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.**

### **2.20 Copyright Permission**

By submitting a Proposal, the Vendor 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 Vendor 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 Vendor 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 Vendor with pertinent information in this RFP.

**2.22 Vendor Presentations**

Vendors 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 equipment and system demonstration, mobile vehicle usage, area travel (Des Moines, IA area), slides, graphics and other media selected by the Vendor to illustrate the Vendor'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 and evaluated in accordance with Section 5 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Vendor offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Vendor(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 Vendors 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 Vendor 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 Vendor the Agency believes will provide the best value to the State.

**2.25 No Contract Rights until Execution**

No Vendor shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Vendor 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. Vendors 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. Vendors 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 Vendor who submitted a proposal in response to this RFP. Vendor shall submit a written request for a debriefing to the Issuing Officer via email or other delivery method. All Vendors 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 Vendor whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the Notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Vendor.

<b>SECTION 3      FORM AND CONTENT OF PROPOSALS</b>
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**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 Proposal will be electronically submitted through the Vendor Self-Service (VSS) electronic bidding system. One (1) electronic copy of the Technical Proposal and one (1) separate electronic copy of the Cost Proposal shall be timely submitted.**

When you are ready to submit your Proposal, the link to VSS is:

[https://vss.iowa.gov/webapp/VSS\\_ON/AltSelfService](https://vss.iowa.gov/webapp/VSS_ON/AltSelfService)

Vendor 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 or before the due date and time shown on the RFP Cover Sheet.

File size is limited to 10MB when uploading. Vendor 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.

If you are having issues uploading your Proposal files into VSS and the VSS system helpdesk is unable to provide assistance, please contact the Issuing Officer via email at [ken.discher@iowa.gov](mailto:ken.discher@iowa.gov).

**3.1.2 If the Vendor designates any information in its Proposal as confidential pursuant to RFP Section 2, the Vendor must also submit one (1) separate electronic 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 Vendor proposes more than one solution to the RFP specifications, each shall be labeled and submitted in a separate Proposal and each will be evaluated separately.**

## **3.2 Technical Proposal**

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:

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

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

### **3.2.2 Table of Contents**

The Vendor 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 Vendor 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 Vendor 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 Vendor's plans for complying with the specifications of this RFP.

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

### **3.2.4 Vendor Background Information**

The Vendor shall provide the following general background information:

**3.2.4.1** Does your state have a preference for instate vendors? Yes or No. (Example: Providing to an in-state vendor a % advantage/discount off their cost proposal.) 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 Vendor including all d/b/a's or assumed names or other operating names of the Vendor 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 Vendor's performance under the terms of this RFP.
- 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 Vendor's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.4.9** Name, address and telephone number of the Vendor'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 Vendor proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 3.2.4.11** Vendor's accounting firm.
- 3.2.4.12** The successful Vendor 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 Mandatory Specifications and Scored Technical Specifications**

The Vendor 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, Vendor shall explain how it will comply with the specification. Merely repeating the Section 5 specifications may be considered unresponsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Vendor cannot satisfy. If the Vendor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

**3.2.6 Termination, Litigation, Debarment**

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

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

- 3.2.6.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Vendor 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.
- 3.2.6.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice or activity.
- 3.2.6.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Vendor or its officers have been a party.
- 3.2.6.5** Any irregularities discovered in any of the accounts maintained by the Vendor 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 Vendor. Vendor 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 Vendor, following execution of the Contract.

**3.2.7 Acceptance of Terms and Conditions**

By submitting a Proposal, Vendor acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal, including any EULA or other such T&C document Vendor may seek to propose as additional or substitute terms and conditions. If the Vendor takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Vendor's exceptions or responses materially alter the RFP, or if the Vendor 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.

**3.2.8 Certification Letter**

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



**3.2.9 Authorization to Release Information**

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

**3.2.10 Firm Proposal Terms**

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

**3.3 Cost Proposal and Narrative**

The Vendor shall provide its Cost Proposal in a **separate and unique electronic document** for the proposed goods and/or services. See Attachment #5.

## SECTION 4 SPECIFICATIONS

### Overview

The successful Vendor shall provide the goods and/or services to the State using the Contract in accordance with the specifications as provided in this Section. The Vendor 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, Vendor 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 Vendor. Proposals must identify any deviations from the specifications of this RFP or specifications the Vendor cannot satisfy. If the Vendor 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 (Pass/Fail) Specifications. Vendors must mark either **“yes” or “no”** to each specification in their Proposals. By indicating “yes” a Vendor agrees that it shall comply with that specification throughout the full term of the Contract, if the Vendor is successful. In addition, **if specified by the specifications or if the context otherwise requires, the Vendor shall provide references and/or supportive materials to verify the Vendor’s compliance with the specification.** The Agency shall have the right to determine whether the supportive information and materials submitted by the Vendor demonstrate the Vendor will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Vendor will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal. Vendors may partner with other companies in order to meet these mandatory specifications. Vendors that decide to partner shall provide information about each such company including background, experience and expertise which helps meet the mandatory specifications. Vendors are responsible to assure that all work done by a partner company meets the requirements of the RFP and the resulting agreement with the State. **Vendor must be able to meet the specifications of EACH Mandatory Specification in this section or the Lead Agency may reject the Proposal.**

**At a minimum, Vendor must:**

#### 4.1.1 Provide transportable equipment to include following. Provide a description, including model #s, of all of the proposed equipment.:

- Multi-channel base station unit(s) with at least 8 software defined radios (SDR’s) capable of supporting cellular technologies that may include GSM, 2G, CDMA2000, UMTS, 3G, 4G LTE (FDD & TDD) & 5G NR (NSA).
- Amplifier unit(s) supporting all active SDR’s and corresponding frequency bands with 25 watts to 100 watts peak output power per band depending on configuration.
- Geo-location equipment and accessories with the capability of providing RSSI levels, direction finding and range to the target device in all supported cellular technologies as deemed appropriate on a mission by mission basis.

#### 4.1.2 Assure support and ongoing maintenance, including standard upgrades, for all applicable North American 3GPP cellular bands.

- 4.1.3** Provide assurance that all active channels can transmit at one time depending on configuration.
- 4.1.4** Provide Graphical User Interface (GUI) software that is Windows based.
- 4.1.5** Assure provided equipment is compatible with a man-portable “finishing tool” to allow locating a cellular target in a diverse and crowded environment.
- 4.1.6** Provide initial and on-going training to meet the minimum determined needs of the users of the equipment.
- 4.1.7** Provide a maintenance and support agreement that includes all hardware and software upgrades of the system over a specified amount of time.
- 4.1.8** Provide 24/7/365 technical support availability.
- 4.1.9** Indicate how vendor will provide technical guidance and support for proper installation and support of proposed equipment. (State of Iowa DPS anticipates that Iowa personnel will be able to install the equipment with Vendor providing technical guidance.)
- 4.1.10** Provide assurance that the proposed equipment and solutions will NOT have the ability to capture any non-authorized information such as verbal and/or text message communications in real-or-historical-time frames.
- 4.1.11** Provide assurance that equipment emits acceptable RF exposure levels for the operator(s) of the equipment while inside the vehicle and operating the equipment in receive, transmit or any other modes. The RF exposure must read at safe levels upon measuring with any standard RF measuring device
- 4.1.11 No Marketing of Department of Public Safety**  
The awarded Vendor agrees not to use the “Iowa Department of Public Safety - Iowa Division of Intelligence and Fusion Center Division of Criminal Investigation” or any variation thereof, when marketing the strategic location and analysis equipment or any other products or services.

## **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, Vendors shall provide a short narrative and give examples pertaining to how they will meet the specification. Where helpful, Vendors are encouraged to include screen capture images, use case diagrams, swim lane diagrams, business process diagrams, and any other applicable visuals to illustrate how the Vendor proposed solution meets a specific specification.

### **4.2.1 Experience**

The Vendor should provide the following information regarding its experience. Vendor may include a description and explanation of the goods and services provided to specific customers.:

- 4.2.1.1** Number of years in business;
- 4.2.1.2** Number of years of experience providing the types of goods and/or services sought by the RFP;

- 4.2.1.3** Contact information from three (3) or more previous customers or clients knowledgeable of the Vendor's performance in providing services similar to the services described in this RFP. Include contact name, address, phone, and email address & a brief description of the work Vendor did for the reference. State expects to contact references.

**4.2.2 Equipment and Solution Performance**

Describe and explain how the proposed equipment and associated software and accompanying equipment would work to provide the needed services outlined in RFP Sections 1.2, 1.3 and 4.1. Include descriptions of typical situations equipment may be used in as well as possible/likely impediments to good performance. Outline expected performance by situation. Any examples or images, diagrams, or other illustrations that may be helpful are encouraged.

**4.2.3 Ease of Use**

Describe and give examples of how the equipment and solution is easy to access and use in an intuitive manner, including when various situations and constraints exist.

**4.2.4 Security**

Outline the security provisions that are built into the equipment and software as well as the security provided related to using the equipment and software.

**4.2.5 Training**

Provide documentation or explanation of the training options and services the Vendor provides to users on how to use the equipment and software, which may include but not be limited to:

- Vendor's use of on-site and/or webinar-based training,
- Number of hours and/or sessions provided,
- Any ongoing training provided by the vendor after implementation of the equipment and solution.

**4.2.6 Support, Maintenance and Upgrades**

Describe the customer support, help-desk services and related options that Vendor proposes. During the first three (3) years of the agreement the State expects that regular upgrades will be provided at no additional cost as technology advances warrant, including any new technologies such as 5G, etc. Such upgrades should be built into the vendor Cost Proposal for the first three years (NOTE: Provide any/all cost information ONLY in the separate Cost Proposal document.) The Vendor may not subcontract with any entity for support or other services unless the Agency's approval is granted.

<b>SECTION 5      EVALUATION AND SELECTION</b>
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**5.1      Introduction**

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

**5.3      Technical Proposal Evaluation and Scoring**

All Technical Proposals will first be reviewed to determine if they comply with the RFP Section 4.1 Mandatory (Pass/Fail) Specifications. The Technical Proposals will then be evaluated and scored on the Scored Technical Specifications described in Section 4.2. To be deemed a Responsive Proposal, the Proposal must:

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

An addendum identifying the points assigned to the Scored Technical Specifications and the Cost Proposal will be posted prior to the RFP closing date and time.

**5.4      Cost Proposal Scoring**

The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any demonstrations/presentations. Only prospective Vendors who obtain the minimum score for their Technical Proposal will be considered during the cost evaluation phase of the review process. When a Technical Proposal does not meet the minimum score, the associated Cost Proposal will remain unopened and will be returned to the Vendor upon request after the Lead Agency issues a Notice of Intent to Award the Contract. 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 proposal for each Vendor will be evaluated in comparison with the other cost proposals received; however, the number of points possible will be proportional to each Vendor’s technical evaluation score.

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

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

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

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

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

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

## 5.5 **Total Score**

The compliant Vendor's Technical Proposal points will be added to its Cost Proposal points to obtain the total points awarded for the Proposal.

## 5.6 **Tied Score and Preferences**

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 Vendors who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

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

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

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

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

## SECTION 6 CONTRACT TERMS AND CONDITIONS

### 6.1 Contract Terms and Conditions

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

The Contract terms and conditions in this Section 6, the General Terms and Conditions for Services and Goods to the extent referenced and linked to on the RFP cover page, and/or any Terms and Conditions attached to and accompanying this RFP 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 Vendors to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Vendor.

By submitting a Proposal, Vendor acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions for Services and Goods without change except as otherwise expressly stated in its Proposal. If the Vendor takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or Terms and Conditions language it proposes to include in place of the provision (Vendor may use Attachment #6 to state exceptions, if applicable). If Vendor's exceptions or proposed responses materially alter the RFP, or if the Vendor 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.

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

- 6.1.1** Issue a Notice of Intent to Award in favor of the successful Vendor, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Vendor in its Proposal;



- 6.1.2** Issue a Notice of Intent to Award in favor of the successful Vendor, and identify in the Notice proposed modifications to terms and conditions identified by the Vendor in its Proposal with which the agency will or will not agree or further negotiate;
- 6.1.3** Enter open-ended negotiations with the successful Vendor; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Vendor in its Proposal;
- 6.1.4** Change the Agency's recommendation for Award and issue a Notice of Intent to Award to a Vendor whose proposal does not pose as great of a challenge to the Agency.

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

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

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

### **6.2.1 Indemnification**

Without specific authority to do so, the State, or agencies, cannot enter into agreements indemnifying Vendors, 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 Vendors to any extent.

### **6.2.2 Limitation of Liability**

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

### **6.2.3 Jurisdiction and Venue**

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

### **6.2.4 Confidentiality**

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

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

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

## **6.3 Special Terms and Conditions**

### **6.3.1 Term Length**

The Contract is expected to 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 up to a total of three (3) years, not to exceed a total contract term of six (6) years. The State will give the Vendor 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.

### **6.3.2 Payment Terms**

#### **6.3.2.1 Payment Methods**

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

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

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

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

**6.3.2.3 State Warrant**

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

**6.3.2.4 Credit card or ePayables**

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Vendor uses the Pcard or EAP payment methods. Pcard-accepting Vendors must abide by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 7.7 of the RFP. Vendors must provide a statement regarding their ability to meet the requirements in this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

**6.3.2.5 Terms and Conditions for State of Iowa Purchasing Cards**

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

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

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

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

- 6.3.2.5.4** Vendor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- 6.3.2.5.5** Vendor shall confirm that the name of purchaser matches the name on the card;
- 6.3.2.5.6** Vendor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or “https” in the web address;
- 6.3.2.5.7** Vendor shall shred any documentation with credit card numbers.
- 6.3.2.6 Payment Terms**  
Per Iowa Code 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Vendor.
- 6.3.2.7 Vendor Discounts**  
Vendors shall state in their Cost Proposals whether they offer any payment discounts.
- 6.3.2.8 Prompt Payment Discount**  
The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.
- 6.3.2.9 Invoices**  
Any invoices submitted must comply with applicable rules concerning payment of claims, including but not limited to those set forth at Iowa Administrative Code chapter 11—41.

### 6.3.3 Insurance

The Contract will require the successful Vendor 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
Cyber Liability / Network Security	Each Occurrence	\$1 million
	Aggregate	\$5 million
Workers Compensation and Employer Liability	As required by Iowa law	As required by Iowa law

Acceptance of the insurance certificates by the Department shall not act to relieve awarded Vendor of any obligation under this Contract. It shall be the responsibility of Vendor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Vendor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Vendor 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 Vendor. Notwithstanding any other provision of this Contract, Vendor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

### 6.4 Order of Precedence

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions) under a subsection with a heading entitled Special Terms & Conditions; (2) the General Terms and Conditions for Services Contract to the extent referenced and linked to on the RFP cover page the Contract; (3) if neither the General Terms and Conditions for Service Contract are linked to on the RFP cover page, any terms and conditions attached to and accompanying this RFP; and (4) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions) 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 2.11.14.**

[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: RFP1221595006 - PROPOSAL CERTIFICATIONS

Dear Ken Discher:

I certify that the contents of the Proposal submitted on behalf of **[Name of Vendor]**\_\_\_\_\_ (Vendor) in response to **Agency** for **RFP1221595006** for **DPS Strategic Location & Analysis Equipment** are true and accurate. I also certify that Vendor has not knowingly made any false statements in its Proposal.

**Certification of Independence**

I certify that I am a representative of Vendor expressly authorized to make the following certifications in behalf of Vendor. By submitting a Proposal in response to the RFP, I certify in behalf of the Vendor 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 Vendor 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 Vendor to induce any other Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendors 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 Vendor certifies the following: (check the applicable box)

- ☐ Vendor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 423*; or
- ☐ Vendor 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)*.

Vendor also acknowledges that the Agency may declare the Vendor’s Proposal or resulting contract void if the above certification is false. The Vendor 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 2.11.14.**

**[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: RFP1221595006 - AUTHORIZATION TO RELEASE INFORMATION

Dear Ken Discher:

**[Name of Vendor]**\_\_\_\_\_ 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 Vendor in response to **RFP1221595006**.

The Vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Vendor 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 Vendor is willing to take that risk.

The Vendor 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 Vendor in response to the RFP.

The Vendor 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 Vendor's Proposal submitted in response to RFP.

The Vendor 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 Vendor's Proposal. The Vendor 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 Vendor 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 Vendor in response to RFP.

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

Sincerely,

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

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

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



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

***THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. THIS FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.***

**1. Confidential Treatment Is Not Requested**

A Vendor 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 Vendor 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 Vendor 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 Vendor: (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 Vendor to respond to inquiries by the Agency concerning the confidential status of such information.

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

**Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Vendors may not request confidential treatment with respect to pricing information and transmittal letters. A Vendor’s request for confidentiality that does not comply with this form or a Vendor’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Vendor’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 Vendor has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Vendor shall, at its sole expense, appear in such action and defend its request for confidentiality. If Vendor fails to do so, Agency may release the information or material with or without providing advance notice to Vendor and with or without affording Vendor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Vendor fails to comply with the request process set forth herein, if Vendor’s request for confidentiality is unreasonable, or if Vendor rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Vendor and with or without affording Vendor 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

Vendor 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 Vendor's Proposal. The Vendor shall place this Form completed and signed in its Proposal.

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

\_\_\_\_\_  
Company

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

## Part 2 - Confidential Treatment is Requested

***The below information is to be completed and signed ONLY if Vendor 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 VENDOR MAY NOT REQUEST PRICING INFORMATION IN PROPOSALS BE HELD IN CONFIDENCE.***

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

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

RFP Section:	Vendor must cite the specific grounds in Iowa Code Chapter 22 or other applicable law which supports treatment of the information as confidential.	Vendor must justify why the information should be kept in confidence.	Vendor must explain why disclosure of the information would not be in the best interest of the public.	Vendor must provide the name, address, telephone, and email for the person at Vendor'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 Vendor's Proposal. The Vendor 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 Vendor's submittal to request confidentiality or rejection of the Proposal as being non-responsive.***
- ***Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal. If signing this Part 2, do not complete Part 1.***

\_\_\_\_\_  
Company

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment #4  
Response Check List**

RFP REFERENCE SECTION & DESCRIPTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
3. One (1) Digital copy of the Vendor Proposal			
3. One SEPARATE Digital Copy of the Cost Proposal			
3. One (1) separate Digital Public Copy with Confidential Information Excised (IF applicable)			
3. Transmittal Letter (signed)			
3. Executive Summary			
3. Vendor Background Information			
3. Termination, Litigation, Debarment			
3. Acceptance of Terms and Conditions			
3. Completed Certification Letter (Attachment #1) (required)			
3. Completed Authorization to Release Information (Attachment #2) (required)			
3. Firm Proposal Terms			
4. Completed Mandatory (Pass/Fail) Specifications (required)			
4. Completed Scored Technical Specifications (required)			
2. Completed Form 22 – Request for Confidentiality (Attachment #3) (required)			
2. 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

A responding Vendor's Cost Proposal shall include an all-inclusive, itemized, total cost for the proposed Strategic Location & Analysis Equipment and Solution in U.S. Dollars for a period of three years (including all travel, expenses, etc., in costs). All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms. The following template is required. Please use additional pages to provide any additional narrative support for the costing information. The narrative should provide a break-out of costs into applicable, well-described categories. The table and/or narrative should include describing WHEN costs would be due, such as possible annual costs for licensing, support, training, etc. The State of Iowa reserves the right to negotiate final costs with the awarded Vendor.

### Optional Costs

Any proposed optional Strategic Location & Analysis Equipment and Solution costs should be listed in a separate table on a separate page attached to Vendor's submitted Cost Proposal.

<b>Deliverable Item</b>	<b>Three-year Total Cost (Firm US \$)</b>
Equipment and Software Costs (As Vendor described proposed equipment and software in RFP Sec. 4 above) Including, but not limited to: -Cost per software license, or per user -Any additional adjunct devices	
Installation and Implementation Costs (Period when equipment first delivered, implemented and accepted by the State as operational)	
Training Costs Including, but not limited to: -Cost for initial training -Cost for advanced training -Cost for ongoing training	
Ongoing Support and Maintenance and Updates/Upgrades (Note: NO CHARGE for support/maintenance in first year of operation, which begins on go-live date) (See RFP Sec. 4.2.6 concerning further details on first 3-years of Support, Maintenance and Upgrade Costs) Including, but not limited to: -Extended warranty Costs -Software maintenance Costs -Update/Upgrade Costs	
Any Additional Costs during first three years (not designated above)	

4 <sup>th</sup> Year Support, Maintenance, and Update/Upgrade Cost (Do NOT include in TOTAL Three-Year Cost)	
5 <sup>th</sup> Year Support, Maintenance, and Update/Upgrade Cost (Do NOT include in TOTAL Three-Year Cost)	
6 <sup>th</sup> Year Support, Maintenance, and Update/Upgrade Cost (Do NOT include in TOTAL Three-Year Cost)	
<b>TOTAL Three-Year COST:</b>	

#### **Additional Related Products or Related Services**

In addition, Vendor may supply the State of Iowa DPS with products, equipment, hardware, software, or related services that DPS wants to buy through Vendor 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 DPS, 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 DPS 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. **NOTE: For ease of understanding, Vendor is urged to provide any such additional available related products or services in a separate table within this Cost Proposal document.**

**ATTACHMENT #6**

**Exceptions to Terms and Conditions**

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

Section #	Original Text Referenced	Proposed Language	Reason for Exception