

## REQUEST FOR PROPOSAL

### RFP COVER SHEET

#### Administrative Information:

|   |   |                                      |
|---|---|--------------------------------------|
| <b>TITLE OF RFP:</b>  | <b>Iowa Fraud Fighters Program</b>  | <b>RFP Number: 21216-03</b>          |
| <b>Agency:</b>  | <b>Iowa Insurance Division (Iowa Department of Commerce)</b>  |                                      |
| <b>State seeks to purchase:</b>   | The Division seeks a contractor to implement the Iowa Fraud Fighters Program at the direction of the Division by performing services including branding, advertising, design, public relations, writing, media planning and buying, strategy, video production, photography, and conference and event services. |                                      |
| <b>Available to Political Subdivisions?</b>   | <b>No</b>   |                                      |
| <b>Number of years of the initial term of the contract:</b>   | <b>1</b>  |                                      |
| <b>Number of possible annual extensions:</b>  | <b>5</b>  |                                      |
| <b>Initial Contract term beginning:</b>   | Date: September 1, 2021   | <b>Ending:</b> Date: August 31, 2022 |
| <b>State Issuing Officer:</b><br>Name: Tracy Swalwell<br>Phone: (515) 654-6549   Email: tracy.swalwell@iid.iowa.gov<br>Mailing Address: 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315         |   |                                      |
| <b>PROCUREMENT TIMETABLE—Event or Action:</b> (all times are central standard time)   |   |                                      |
| State Posts Notice of RFP on TSB website  | May 26, 2021  |                                      |
| State Issues RFP  | May 28, 2021  |                                      |
| RFP written questions, requests for clarification, and suggested changes from Respondents due:  | June 17, 2021 – 12:00 p.m.  |                                      |
| Agency’s written response to RFP questions, requests for clarifications and suggested changes due:  | June 22, 2021 – 4:00 p.m.   |                                      |
| Letters of Intent to Propose  | June 28, 2021 – 12:00 p.m.  |                                      |
| <b>Proposals Due Date &amp; Time:</b>   | <b>July 14, 2021 – 12:00 p.m.</b>   |                                      |
| Presentations   | July 29, 30, or August 2, 2021  |                                      |
| <b>Relevant Websites:</b>   |   |                                      |
| Internet website where Links, Documents, and Addenda to this RFP will be posted:<br><a href="http://bidopportunities.iowa.gov/">http://bidopportunities.iowa.gov/</a>                               |   |                                      |
| Internet site where Proposals will be submitted electronically:<br><a href="https://vss.iowa.gov/webapp/VSS_ON/AltSelfService">https://vss.iowa.gov/webapp/VSS_ON/AltSelfService</a>                |   |                                      |
| Number of Copies of Proposals Required to be Submitted: 1 Digital Copy  |   |                                      |
| <b>Firm Proposal Terms</b>  |   |                                      |
| Per Section 3.2.8, the minimum Number of Days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm: <b>180 Days</b> |   |                                      |

## **Table of Contents**

- 1. INTRODUCTION**
  - 1.1. Purpose**
  - 1.2. Definitions**
  - 1.3. Overview of the RFP Process**
  - 1.4. Background Information**
  
- 2. ADMINISTRATIVE INFORMATION**
  - 2.1. Issuing Officer**
  - 2.2. Restriction on Communication**
  - 2.3. Downloading the RFP from the Internet**
  - 2.4. Procurement Timetable**
  - 2.5. Resource Information**
  - 2.6. Questions, Requests for Clarification and Suggested Changes**
  - 2.7. Amendment to RFP**
  - 2.8. Amendment and Withdrawal of Proposal**
  - 2.9. Submissions of Proposals**
  - 2.10. Proposal Opening**
  - 2.11. Costs of Preparing the Proposal**
  - 2.12. No Commitment to Contract**
  - 2.13. Rejection of Proposals**
  - 2.14. Nonmaterial Variances**
  - 2.15. Reference Checks**
  - 2.16. Information from Other Sources**
  - 2.17. Verification of Proposal Contents**
  - 2.18. Proposal Clarification Process**
  - 2.19. Disposition of Proposals**
  - 2.20. Public Records and Requests for Confidential Treatment**
  - 2.21. Form 22 – Request for Confidentiality**
  - 2.22. Copyright Permission**
  - 2.23. Release of Claims**
  - 2.24. Respondent Presentations**
  - 2.25. Evaluation of Proposals Submitted**
  - 2.26. Award Notice and Acceptance Period**
  - 2.27. No Contract Rights until Execution**
  - 2.28. Choice of Law and Forum**
  - 2.29. Restrictions on Gifts and Activities**
  - 2.30. No Minimum Guaranteed**
  - 2.31. Post Solicitation Debriefing**
  - 2.32. Appeals**
  - 2.33. Letters of Intent to Propose**
  
- 3. FORM AND CONTENT OF PROPOSALS**
  - 3.1. Instructions**
  - 3.2. Technical Proposal**
  - 3.3. Cost Proposal**
  
- 4. SPECIFICATIONS**
  - 4.1. Mandatory Specifications**

**4.2. Scored Technical Specifications**

**5. EVALUATION AND SELECTION**

**5.1. Introduction**

**5.2. Evaluation Committee**

**5.3. Technical Proposal Evaluation and Scoring**

**5.4. Cost Proposal Scoring**

**5.5. Total Score**

**5.6. Tied Score and Preferences**

**6. CONTRACTUAL TERMS AND CONDITIONS**

**6.1. Contract Terms and Conditions**

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

**6.3. Contract Length**

**6.4. Insurance**

**6.5. Order of Precedence**

**Attachment 1 – Certification Letter**

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

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

**Attachment 4 – Cost Proposal**

**Attachment 5 – IID Standard Terms and Conditions (5-26-21)**

## SECTION 1 INTRODUCTION

### 1.1 Purpose

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

### 1.2 Definitions

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

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

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

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

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

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

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

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

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

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

### 1.3 Overview of the RFP Process

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

**Respondent should review RFP 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 electronically through the State of Iowa Vendor Self Service portal at [https://vss.iowa.gov/webapp/VSS\\_ON/AltSelfService](https://vss.iowa.gov/webapp/VSS_ON/AltSelfService). It is the Agency’s intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

#### **1.4 Background Information**

One component of the Division's mission, as set forth in Iowa Code section 502.601(4), is to "develop and implement investor education and financial literacy initiatives . . . with particular emphasis on the prevention and detection of securities fraud."

Seven million Americans over the age of 60 are scammed out of \$3 billion dollars each year, thus the Iowa Fraud Fighters program (the program) was developed in 2013 as a collaboration of the Iowa Insurance Division, the Iowa Attorney General’s Office, and the Senior Health Insurance Information Program (SHIIP)/Senior Medicare Patrol (SMP). The program educates Iowans and the information provided helps protect them from becoming the victim of fraud. It teaches consumers how to arm themselves with expert fraud prevention tips and learn how to avoid scams. Older Iowans that attend a Fraud Fighters event pledge to be informed and careful investors, and shield their savings from scammers and fraudulent investments, consumer, and Medicare insurance offers. As “Deputized” Fraud Fighters, attendees are urged to watch out for others in their community. The target group is older Iowans who may fall victim to scammers due to their monetary resources, isolation, and age.

A large part of the program is in-person town hall events hosted across the state. These are complemented by online articles, print and digital resources, PSAs, media tours, and a website. The Division has hosted 4 - 6 in-person events across the state in large and small markets covering all parts of the state. In 2018, the program was hosted in Clear Lake, Council Bluffs, Decorah, Dubuque, Iowa City, and Sioux City during May and June. In 2019, the program was hosted in Altoona, Ames, Burlington, Cedar Rapids, Honey Creek Resort, and Storm Lake during May and June. In 2020, due to Covid-19 pandemic, the Division hosted three online webinars. The Division has programs planned for 2021 in Altoona, Cedar Falls, Clinton, and Decorah during June and July.

Services provided for one Iowa Fraud Fighters event include coordination with the Attorney General’s Office and SHIIP/SMP, print material development (workbooks), media pitches, press releases, letter to the editor templates, research on investment fraud, location scouting and booking, meal planning and booking, emergency planning preparation, run of show preparation, speaker assistance, website work, attendee registration, handling attendee questions, emcee work, audio visual preparation and work, event survey creation and compiling, design, and printing and mail coordination. The program is currently marketed using the following methods: digital (Google, Facebook, Twitter), television, radio, and print advertisements, media tours, interviews, and press releases.

## SECTION 2 ADMINISTRATIVE INFORMATION

### **2.1 Issuing Officer**

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

### **2.2 Restriction on Communication**

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

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

### **2.3 Downloading the RFP from the Internet**

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

### **2.4 Procurement Timetable**

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

### **2.5 Resource Information**

Resource information regarding this RFP is available under the RFP documents/attachments and link sections with the RFP document at <http://bidopportunities.iowa.gov/>.

### **2.6 Questions, Requests for Clarification, and Suggested Changes**

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

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

**2.7 Amendment to the RFP**

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

**2.8 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.

**2.9 Submission of Proposals**

The Agency must receive the Proposal 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.** Respondents must allow ample 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.

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.

**2.10 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.

**2.11 Costs of Preparing the Proposal**

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

**2.12 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.

**2.13 Rejection of Proposals**

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

**2.13.1** The Respondent fails to deliver the Cost Proposal as a separate file.

- 2.13.2 The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- 2.13.3 The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- 2.13.4 The Respondent's Proposal limits the rights of the Agency.
- 2.13.5 The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 4 of this RFP.
- 2.13.6 The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.13.7 The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.13.8 The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.13.9 The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.13.10 The Respondent provides misleading or inaccurate responses.
- 2.13.11 The Respondent's Proposal is materially unbalanced.
- 2.13.12 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.
- 2.13.13 The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.13.14 The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

**2.14 Nonmaterial Variances**

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



**2.15 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.

**2.16 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.

**2.17 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.

**2.18 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.

**2.19 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.

**2.20 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.**

**2.21 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.**

**2.22 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.

**2.23 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 RFP or concerning the Agency's failure, negligent or otherwise, to provide the Respondent with pertinent information in this RFP.

**2.24 Respondent Presentations**

Respondents may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Respondent to illustrate the Respondent's Proposal. The presentation shall not materially change the information contained in the Proposal. **Presentations will be scheduled for July 29, July 30, or August 2, 2021 and will be conducted virtually. Respondent should note in their Proposal if they are not available on these days.**

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

**2.26 Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than forty-five (45) 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.

**2.27 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.

**2.28 Choice of Law and Forum**

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Respondents are responsible for ascertaining pertinent legal requirements and restrictions. Any and all

litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

**2.29 Restrictions on Gifts and Activities**

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

**2.30 No Minimum Guaranteed**

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

**2.31 Post Solicitation Debriefing**

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

**2.32 Appeals**

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

**2.33 Letters of Intent to Propose (Mandatory)**

A Letter of Intent to Propose must **be emailed, mailed, sent via delivery service, or hand delivered to the Issuing Officer and received by the time and date listed in the RFP cover sheet.** The Letter of Intent to Propose must identify the RFP by its name and number and include the Respondent's name, mailing address, email address, telephone number, a statement of Respondent's intent to submit a proposal in response to the RFP, and an authorized signature.

Submitting a Letter of Intent to Propose is a mandatory condition to submit a Proposal. **Failure to submit a Letter of Intent to Propose by the deadline specified will result in the rejection of the Respondent's Proposal.**

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

### **3.1      Instructions**

#### **PLEASE READ THESE INSTRUCTIONS CAREFULLY**

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

**3.1.1** The Proposal shall be divided into two parts: **(1) the Technical Proposal and (2) the Cost Proposal**. The files should be named as follows:

**RFP 21216-03 – Respondent Name – Technical Proposal**  
**RFP 21216-03 – Respondent Name – Cost Proposal**

**3.1.2** **The Technical Proposal and the Cost Proposal shall be submitted as separate files.**

- **If possible, Respondent should submit the Technical Proposal as one complete document instead of multiple documents.**
- **Respondent should organize its Technical Proposal utilizing the “Exhibit” labeling, as set forth below.** For ease of review, Respondents may start each “Exhibit” on a separate page of the electronic document.
- Proposals shall not contain promotional or display materials.
- Any supplementary documents attached to the Technical Proposal shall be clearly labeled with the section number and referenced in the Proposal.

**3.1.3** If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit a public copy Proposal from which confidential information has been excised as provided in Section 2 and which is marked “Public Copy”.

**RFP 21216-03 – Respondent Name – Public Copy**

**3.1.4** **Files must be attached to Respondent’s submission in the State of Iowa – Vendor Self Service (VSS) portal.** [https://vss.iowa.gov/webapp/VSS\\_ON/AltSelfService](https://vss.iowa.gov/webapp/VSS_ON/AltSelfService) (Uploading files can take a while-especially when multiple parties are uploading proposals. Do not wait until the last minute as the system will not accept responses that are not completed by the due date and time.)

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

### **3.2      Technical Proposal**

All information provided in the Technical Proposal is subject to consideration, evaluation, and scoring. **The following documents and responses shall be included in the Technical Proposal in the order given below and clearly labeled.** Respondent may choose to start each section on a new page for organizational purposes.

**3.2.1 Transmittal Letter (Exhibit 1)**

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

**3.2.2 Table of Contents (Exhibit 2)**

The Respondent shall include a table of contents of its Proposal, **with page numbers**, identifying, at a minimum, each exhibit of the technical proposal.

**3.2.3 Certification Letter (Exhibit 3)**

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

**3.2.4 Authorization to Release Information (Exhibit 4)**

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

**3.2.5 Request for Confidentiality (Exhibit 5)**

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

**3.2.6 Addendums (Exhibit 6)**

Provide signed copy of posted RFP addendums.

**3.2.7 Acceptance of Terms and Conditions (Exhibit 7)**

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

**3.2.8 Firm Proposal Terms (Exhibit 8)**

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

**3.2.9 Respondent Background Information (Exhibit 9)**

The Respondent shall provide the following general background information:

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

- 3.2.9.2 Name, address, telephone number, and email address of the Respondent's representative to contact regarding scheduling and other arrangements.
- 3.2.9.3 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.
- 3.2.9.4 Name, address, telephone 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.
- 3.2.9.5 Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company.
- 3.2.9.6 State of incorporation, state of formation, or state of organization.
- 3.2.9.7 Type of business.
- 3.2.9.8 Owners of entity.
- 3.2.9.9 The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- 3.2.9.10 Number of employees.
- 3.2.9.11 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.
- 3.2.9.12 Respondent's accounting firm.
- 3.2.9.13 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>

**3.2.10 Termination, Litigation, Debarment (Exhibit 10)**

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

- 3.2.10.1 Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- 3.2.10.2 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.

- 3.2.10.3 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.
- 3.2.10.4 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.
- 3.2.10.5 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.

### **3.2.11 Executive Summary (Exhibit 11)**

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

- 3.2.11.1 Statements that demonstrate that the Respondent has read, understands and agrees with the terms and conditions of the RFP including the Contract provisions in Section 6.
- 3.2.11.2 An overview of the Respondent's plans for complying with the specifications of this RFP.
- 3.2.11.3 Any other summary information the Respondent deems to be pertinent.

### **3.2.12 Personnel (Exhibit 12)**

The Respondent must provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP. Resumes included as part of section 4.2 do not need to be included here. The following information must be included in the resumes: full name, education, and years of experience and employment history particularly as it relates to the specifications of the RFP.

### **3.2.13 Mandatory Specifications (Exhibit 13) (see section 4.1)**

### **3.2.14 Scored Technical Specifications (Exhibit 14) (see section 4.2)**

## **3.3 Cost Proposal (RFP Attachment 4)**

### **3.3.1 Instructions.**

**The Respondent shall provide its Cost Proposal as a separate file for the proposed goods and/or services utilizing RFP Attachment 4.** All prices are quoted pursuant to the terms and conditions of this RFP. Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including

all travel, expenses, etc. in prices) for the proposed services. All pricing to be FOB Destination, freight cost, and all expenses included; and based on Net 60 Days Payment Terms.

**3.3.2 Program Budget.** The Division has an estimated annual program budget of \$275,000 - 325,000. This is based on the Division holding four in-person events. The Division reserves the flexibility to either increase or decrease the annual budget. A cost proposal that includes a cost of more than \$325,000 annually may be disqualified.

**3.3.3 Maximum Allowable Cost.**

Due to the nature of the contract requiring specific services for each in-person event but also the potential need for add-on services throughout the year, the Cost Proposal includes Respondent-provided amounts for specified services, calculations based on Respondent's hourly rates, and Division-established estimates.

**The maximum amount of the payment to be made by the Division for the services solicited in this RFP, including all Vendor expenses related thereto, shall be determined by the Division in the contract award to the successful bidder.** The Contract will set a not-to-exceed amount. After contracting, the selected vendor will be required to propose, at its own cost, an itemized project plan, which may include additional work to be mutually agreed to between the vendor and Division.

**Contract negotiation and the project plan will also include discussions related to the exact services to be performed.** The purpose of the Cost Proposal is to provide costs associated with a typical program year. Actual services are subject to mutual agreement between the Vendor and Division. The Division does not guarantee a certain number of hours or amount of work.

**3.3.4 Contents.** Cost proposals must itemize the various costs of the program and include the items that follow.

**3.3.4.1 Design Services.** Provide the hourly rate for design services for printed and digital material (based on Division-estimated 80 hours).

**3.3.4.2 Writing Services.** Provide the hourly rate for writing services for blogs, etc. (based on Division-estimated 50 hours).

**3.3.4.3 Client Support Services.** Provide the hourly rate for client meetings and support. This covers monthly or weekly meetings, updates, reports, etc. (based on Division-estimated 60 hours).

**3.3.4.4 Event Coordination Services.** Provide the hourly rate to research event locations, site visits, develop and collect bids, negotiate contracts, event coordination, place flyers around event locations, and prep materials for programs (based on Division-estimated 80 hours for four events).

**3.3.4.5 Account Manager.** Provide the hourly rate for the account manager (based on Division-estimated 20 hours).



- 3.3.4.6 Public Relations.** Provide the hourly rate for public relations staff (based on Division-estimated 20 hours).
- 3.3.4.7 Planning and Implementation.** This cost must include, at a minimum,
- Division and Iowa Fraud Fighter Program research,
  - Meeting with Division staff to establish objectives for the year,
  - Research and review targeted audience,
  - Create timeline of events,
  - Media planning, and
  - Research and scope potential locations.
- 3.3.4.8 Blogs.** Provide the cost to research, draft, edit, and produce a blog series of four articles.
- 3.3.4.9 TV and Radio Ads.** Provide the cost to create and produce four tv ads and four radio spots including voice-over, graphic design, art, copywriting, proofreading, and revisions.
- 3.3.4.10 Online Ads.** Provide the cost to create and produce eight online ads including graphic design, art, copywriting, proofreading, and revisions.
- 3.3.4.11 Newspaper Ads.** Provide the cost to create and produce eight newspaper ads including graphic design, art, copywriting, proofreading, and revisions.
- 3.3.4.12 Press Relations.** Provide the cost to do media advisories, press release/kits, letters to the editor templates, and editorial tours for four events.
- 3.3.4.13 Event Invitations.** Division-established estimate of purchasing mailing lists, printing event invitations, and postage (Division-estimated \$25,000). Services to be paid by vendor and reimbursed as part of yearly program costs by the Division. Provide the administrative charge percentage, if applicable, that Respondent charges for paying such costs upfront with reimbursement from the Division.
- 3.3.4.14 Meeting Space and Event Costs.** Division-established estimate of food, room rental, AV, RSVP Service, attendee transportation assistance, etc. for four events (Division-estimated \$35,000). Provide the administrative charge percentage, if applicable, that Respondent charges for paying such costs upfront with reimbursement from the Division.
- 3.3.4.15 Media Buying.** Division-established estimate of \$150,000 for all media types (newspaper, television, radio, social media, google, etc.). The actual amount will vary each year depending on other budgetary considerations.

**3.3.4.16 Final Report.** Provide the cost to create a year-end report that includes, at a minimum, the following:

- Summary of four events,
- Attendee feedback summary and analysis,
- Media costs summary and analysis,
- Website analytics, and
- Suggestions for the next year based on the foregoing.

**3.3.4.17 Optional program elements.** Optional items are not considered part of the cost proposal scoring and may be accepted or declined at the discretion of the Agency.

**3.3.5 Evaluation of Cost Proposal.** Cost proposals will be evaluated based upon total program cost in accordance with section 5.4.

**3.3.6 Respondent Discounts**

Respondents shall state in their Cost Proposals whether they offer any payment discounts, including but not limited to a prompt payment discount if the State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

## SECTION 4 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 RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

### **4.1 Exhibit 13 - Mandatory Specifications**

All items listed in this section are Mandatory Specifications. Respondents must indicate either **“yes” or “no”** to each specification in their Proposals and provide an explanation as to how the specification is met. Merely repeating the Section 4 specifications may be considered non-responsive and result in the rejection of the Proposal. 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.

Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

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.

- 4.1.1** Respondent must have a minimum of five years of experience in marketing.
- 4.1.2** Respondent must assign a single account manager to this program who will act as the Division’s main point of contact and who will coordinate services for the program.
- 4.1.3** Respondent must have staff with expertise performing the following services: photography, videography, event management, web content, design, and media campaigns.
- 4.1.4** Respondent must be able to implement the program for Spring/Summer 2022 events. Respondent must be prepared to organize and plan during Fall/Winter 2021.
- 4.1.5** Respondent must include a proposed implementation schedule. Upon award of a Contract for services, the Agency shall negotiate an implementation schedule with the successful Respondent.

### **4.2 Exhibit 14 - 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.

- 4.2.1 Implementation & marketing plan.** Describe Respondent's plan for program implementation and marketing, including at a minimum, items listed in the Cost Proposal.
- 4.2.2 Program optimization.** Describe how Respondent would optimize the existing program items, listed below, to further the program's goals. Please limit this section to no more than one page for each item. **See RFP documents/attachments and links on <http://bidopportunities.iowa.gov/>.**
1. Website
  2. YouTube page
  3. Iowa Insurance Division Twitter page
  4. Iowa Insurance Division Facebook page
  5. PowerPoint Presentation
  6. Program outline (overall structure and content)
  7. Program workbooks (available on Fraud Fighters website)
  8. Blogs/articles. Provide specific topic suggestions.
- 4.2.3 Experience.** The Respondent must provide the following information regarding its experience:
1. Number of years in business.
  2. Number of years of experience with providing the types of goods and/or services sought by the RFP.
  3. The level of technical experience in providing the types of goods and/or services sought by the RFP.
  4. Describe any particular skill set or relationships currently existing that would be leveraged to execute this contract, including familiarity with Iowa media and Iowa venues.
  5. Describe any particular programs targeted to citizens aged 65 and older.
  6. A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.
  7. 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 RFP and a contact person, telephone number, and email address for each reference.
- 4.2.4 Key personnel and presentation.**
1. Provide the resume for the person(s) who the Respondent would designate as possible account managers. *Note: If more than one person is proposed, the determination of a single account manager would occur during contract negotiation and contracting.*
  2. Provide the resume for the person(s) on Respondent's staff that would be primarily responsible for technical subject-matter writing, including drafting blogs.
  3. Provide the resume for the person(s) on Respondent's staff that would be responsible for public relations.
  4. Respondents will be allotted 45 minutes total for a presentation. Respondents should reserve 10-15 minutes for questions from the evaluation committee. The key personnel listed above should prepare a presentation sharing their vision for the program, highlighting their experience relevant to this RFP, and discussing key features of their proposal.

**4.2.5 Staff.** Please identify the number of internal staff that perform the services listed below, including the approximate percentage of the staff's time devoted to that service, and their years of experience performing that service. If Respondent does not have internal staff, please describe how these services would be performed. Respondent may answer this question in chart form.

1. Event coordination (including run of show)
2. Video production
3. Photography
4. Media planning and buying
5. Strategy and planning
6. Public relations
7. Graphic design
8. Ad creation
9. Marketing research and planning
10. Digital advertising

**4.2.6 Prior similar programs.** Please provide examples of 1 or 2 similar programs that Respondent has executed and include the following as applicable:

1. Description of the program and the services performed.
2. Example of presentation materials, such as PowerPoint.
3. Example of advertising.
4. Example of audience information, such as a workbook.

**4.2.7 Reports.** Describe the contents of reporting that could be provided to the Division on a quarterly and annual basis.

**4.2.8 Optional program elements.** Provide detailed information for any optional program elements that Respondent would suggest to further the program goals. Optional elements include a pivot plan if in-person events are not possible and creative marketing campaigns to target older lowans.

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

**5.1 Introduction**

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

**5.2 Evaluation Committee**

The Agency will 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 be evaluated to determine if they comply with the Mandatory Specifications. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Respondents in accordance with this Section. In addition to other RFP requirements, to be deemed a Responsive Proposal, the Technical Proposal must: (1) answer “Yes” to all parts of Section 4.1 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications (Pass/Fail) in that section and (2) obtain the minimum score for the Technical Proposal.

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

**5.4 Cost Proposal Scoring**

**5.4.1** The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any demonstrations/presentations. Only prospective Respondents 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. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

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

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

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

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

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

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

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

## **5.5 Total Score**

The compliant Respondent'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**

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

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

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

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

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

## SECTION 6    CONTRACT TERMS AND CONDITIONS

### 6.1    **Contract Terms and Conditions**

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the attached IID Standard Terms and Conditions, the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the RFP or the attached IID Standard 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 and to the extent referenced, 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 Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with these specifications should be included in any pricing quoted by the Respondent.

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

The Agency 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.

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



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

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

**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.

**Limitation of Liability**

Iowa Code section 8A.311(22) and 11 Iowa Administrative 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.

**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.

**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.

**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 Contract Length**

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

**6.4 Insurance**

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

| <b>Type of Insurance</b>  | <b>LIMIT</b>   | <b>AMOUNT</b>  |
|---|--|--|
| General Liability (including contractual liability) written on an occurrence basis    | General Aggregate<br>Products –<br>Comp/Op Aggregate<br>Personal injury<br>Each Occurrence | \$2 million<br><br>\$1 Million<br>\$1 Million<br>\$1 Million |
| Automobile Liability (including contractual liability) written on an occurrence basis | Combined single limit  | \$1 Million  |
| Excess Liability, Umbrella Form   | Each Occurrence<br>Aggregate   | \$1 Million<br>\$1 Million                                   |
| Errors and Omissions Insurance  | Each Occurrence  | \$1 Million  |
| Property Damage   | Each Occurrence<br>Aggregate   | \$1 Million<br>\$1 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 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.

#### **6.5 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); and (2) the attached IID Standard Terms and Conditions to the extent attached and referenced.