

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information

RFP Number	005-RFP-0147-2022	Title of RFP	Learn Management System-ILEA
Agency	Iowa Department of Administrative Services (DAS) on behalf of Iowa Law Enforcement Academy (ILEA)		
Number of years of the initial term of the contract	2	Number of possible annual extensions	8
Available to other State agencies?	Yes		
Available to Political Subdivisions?	Yes		
State Issuing Officer: Craig Trotter Phone: 515-322-8593 E-mail: craig.trotter@iowa.gov			
PROCUREMENT TIMETABLE—Event or Action			Date/Time (Central Time)
State Posts Notice of RFP on TSB website			November 5, 2022
State Issues RFP			November 7, 2022
RFP written questions, requests for clarification, and suggested changes from Respondents due			November 18 th , 2022 @ 1:00 PM
Follow-up RFP written questions, requests for clarification, and suggested changes from Respondents due (no questions accepted or responded to after this date)			November 30, 2022 @ 1:00PM
Proposals Due			December 9, 2022 @ 4:00
Relevant Websites			
Internet website where Addenda to this RFP will be posted http://bidopportunities.iowa.gov and IMPACS Electronic Procurement System .			
Internet website where contract terms and conditions are posted https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf			
Firm Proposal Terms The minimum number of days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm is 120 Days.			

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) for the initial period identified 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 awarded business/person to provide the contractual services agreed upon.

“Deliverable” means the completion of a milestone or accomplishment of a task.

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

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

“Respondent” means the company, organization or other business entity 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, 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 Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked "Confidential" or "Proprietary" on every page may be disqualified.

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 evaluation and selection criteria provided in this RFP.

1.4 Objectives

ILEA require a system that is cost-effective while meeting the increasing demand for training requirements as directed by the Iowa Code. Providing an on-line option alleviates detrimental training costs to Iowa law enforcement agencies across the state. The Academy is looking to streamline workflow, increase efficiency, decrease redundant processes, and better serve the needs of our users across the state.

ILEA is seeking proposals to implement a system that provides:

- Online training and testing (including test integrity) through a learning management system.
- Collection, updating, and secure housing of a public safety employee database for the state of Iowa.
- Scheduling software for complex, 16-week programs.
- Academic gradebook capabilities
- Registration capabilities for both online and in-person training.
- Customized reporting capabilities.
- Inventory management.
- Unlimited database storage.

1.5 Background

Iowa Law Enforcement Academy (ILEA) is dedicated to providing training that creates professional law enforcement personnel to serve the communities of Iowa. ILEA serves the people of Iowa by setting standards for Law enforcement training. The Academy maximizes training opportunities for law enforcement personnel to develop the skills and attitudes necessary to effectively serve and protect the community. ILEA exists to regulate law enforcement training by granting certification to those individuals who successfully complete training.

The Law Enforcement Academy's purpose is to upgrade law enforcement to professional status. Maximize training opportunities for law enforcement officers. Coordinate training and to set standards for the law enforcement services. ILEA offers a 16-week basic academy for new recruits as well as numerous specialty schools and refresher training courses for law enforcement officers.

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 and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/> and [IMPACS Electronic Procurement System](#). 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 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 post written responses to questions, requests for clarifications, or suggestions received from Respondents. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

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

2.6 Amendment to the RFP

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

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

2.7 Amendment and Withdrawal of Proposal

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

2.8 Submission of Proposals

Respondent must submit Proposal in the State's [IMPACS Electronic Procurement System](#) before the "Proposals Due" date and time listed on the RFP cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Respondent.** Respondents sending Proposals must allow ample upload 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. Electronic mail and faxed Proposals will not be accepted. There is a 50MB per file size limitation, but no limit to number of files. Plan accordingly.

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

2.9 Proposal Opening

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

2.10 Costs of Preparing the Proposal

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

2.11 No Commitment to Contract

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

2.12 Rejection of Proposals

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

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

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

2.12.3 The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specification of the RFP.

- 2.12.4** The Respondent's Proposal limits the rights of the Agency.
- 2.12.5** 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 the RFP.
- 2.12.6** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Respondent fails to include proposal security, if required.
- 2.12.8** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 4 of this RFP.
- 2.12.9** 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.
- 2.12.10** The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.12.11** The Respondent provides misleading or inaccurate responses.
- 2.12.12** The Respondent's Proposal is materially unbalanced. A Proposal in which line item prices are structured so that it is possible that the Respondent who appears to be low will not end up having the lowest overall cost to the State, due to high prices on particular line items.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.
- 2.12.14** The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

2.13 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to, minor failures to comply that: do not affect overall responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Respondents, do not change the meaning or scope of the 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.

2.14 Reference Checks

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

2.15 Information from Other Sources

The Agency reserves the right to obtain and consider information from other sources concerning a Respondent, such as the Respondent's capability and performance under other contracts, the

qualifications of any subcontractor identified in the Proposal, the Respondent's financial stability, past or pending litigation, and other publicly available information.

2.16 Verification of Proposal Contents

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

2.17 Proposal Clarification Process

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

2.18 Disposition of Proposals

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

2.19 Public Records and Requests for Confidential Treatment

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

2.20 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.

2.21 Release of Claims

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency or the State based on Respondent's misunderstanding concerning the information provided in the RFP or concerning the Agency's or the State's failure, negligent or otherwise, to provide the Respondent with complete, pertinent, or accurate information in this RFP, or for any failure to provide information that any Respondent might consider relevant for purposes of making a decision to submit a Proposal or to enter into any Contract resulting from this RFP.

2.22 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.

2.23 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the 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.

2.24 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 thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State.

2.25 No Contract Rights until Execution

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

2.26 Choice of Law and Forum

This 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.

2.27 Preference

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.5(1)-(2), 117.12(4).

2.28 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. 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.

2.29 No Minimum Guaranteed

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

2.30 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.

2.31 Appeals

A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Department may appeal the decision by emailing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to the Director of the Department of Administrative Services and carbon 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.

SECTION 3 - FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions describe and define 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 Technical Proposal and the Cost Proposal shall be labeled as such as separate files. The files shall be labeled with the following information:

005-RFP-0147-2022 – Respondent Name –Technical Proposal

005-RFP-0147-2022 – Respondent Name –Cost Proposal

3.1.2 Files must be attached to Respondents submission in the State’s [IMPACS Electronic Procurement System](#).

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

005-RFP-0147-2022 – Respondent Name – Public Copy

3.1.4 Proposals shall not contain promotional or display materials.

3.1.5 Attachments shall be referenced in the Proposal.

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

3.2 Technical Proposal

Any information provided in the Technical Proposal is subject to consideration for consideration, evaluation, and scoring. The following documents and responses shall be included in the Technical Proposal in the order given below:

Exhibit 1 - Transmittal Letter (Required)

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

Exhibit 2 - Executive Summary

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

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

Exhibit 3 - Firm Proposal Terms

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

Exhibit 4 - Respondent Background Information

The Respondent shall provide the following general background information:

- Does your state have a preference for instate Contractors? Yes or No. If yes, please include the details of the preference.
- Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- Form of business entity, e.g., corporation, partnership, proprietorship, or LLC.
- Copy of W-9.
- State of incorporation, state of formation, or state of organization.
- The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- Number of employees.
- Type of business.
- Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 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.
- Respondent's accounting firm.
- Awarded Respondent will be required to register to do business in Iowa before payments can be made.
- For Contractor registration documents, go to:
<https://das.iowa.gov/procurement/vendors/how-do-business>

Exhibit 5 - Termination, Litigation, and Debarment

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

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

Exhibit 6 - Acceptance of Terms and Conditions

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the 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 General 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.

Exhibit 7 – Mandatory Specifications

The Respondent shall answer whether or not it will comply with each specification in Section 4.1 of the RFP. Where the context requires more than a yes or no answer or the specific specifications so indicates, Respondent shall explain how it will comply with the specification. Merely repeating the Section 4.1 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

Exhibit 8 – LMS System

The Respondent shall describe in detail the functionality of the LMS system as it relates to the following:

- Course set-up and course re-assignment ability
- Exams/tests
 - Exam/test set-up
 - Scheduling exams/tests
- Exam/test integrity
- Intuitiveness for users
 - Customer Support
- Registration
- Reports available
- User set-up
 - Customizable user fields (name, age, etc.)
 - Ability to make user fields required
 - Ability to attach documents (such as transcripts)

Exhibit 9 – Academic Grading

The Respondent shall describe in detail the functionality of the academic grading system as it relates to the following:

- Cumulative GPA
 - Users
 - Team of Users
- Academic grading for:
 - Users
 - Team of Users
- Users across multiple weighted categories
- Assessment, exams & exam re-takes
- In-person exercises held outside the system

Exhibit 10 – Scheduling

The successful Respondent shall describe in detail scheduling as it relates to the following:

- Calendar integration
 - Integration of multiple calendars of individuals across multiple agencies
- Scheduling of on-premise housing
- Web-based system compatibility

Exhibit 11 – Security

The Respondent shall provide detailed security specifications (technical, facility, privacy, etc.).

Exhibit 12 – Statewide Database/Data Warehouse

Respondent shall provide a database/data warehouse that allows for the ability to track certifications, employment and training history of public safety personnel across the State of Iowa. Describe how training history, certifications, multiple employment history for a public safety person can be tied to one profile. Also describe the accessibility of the database/data warehouse.

Exhibit 13 – Disaster Recovery

The successful Respondent shall provide detailed disaster recovery plans.

Exhibit 14 – Conversion of Data

The contractor must convert all of the data in the ILEA existing Skills and Training to the new system. Please list all databases that can be converted in the proposal. The ILEA will collaborate with the successful respondent to determine the scope of migration.

Exhibit 15 – Implementation Plan

Describe recommended implementation strategy including on-site coordination and support services, best practice consulting options and professional services. Identify any third-party Respondents involved in Respondent's implementation strategy and describe these relationships. Describe the skills and time required by State of Iowa personnel for initial installation and implementation of the proposed system. Provide an estimate of State of Iowa staff time required to complete the installation. Describe the documentation provided with the product along with applicable costs for any additional documentation. Please describe Respondent's experience with installations similar in size. Please provide an implementation schedule, based on weekly milestones (not dates).

Exhibit 16 – Software release/upgrades

Describe the managing and controlling the implementation of software releases and upgrades.

Exhibit 17 – Service and Maintenance

Provide detailed information on maintenance coverage option and list all bundle options for each available type of coverage. Describe in detail all available support models and options for proposed software, including response times (Critical and Noncritical) and any escalation procedures for issues.

Exhibit 18 – Inventory Management

Provide detail on inventory management systems that function with LMS system.

3.3 Cost Proposal

The Respondent shall provide its Cost Proposal in a separate file for the proposed goods and/or services. 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. Cost proposals must include the following:

- Provide any one time and recurring costs for system. Recurring costs are to be for a 6-year period to cover initial term and extensions to contract.
- Equipment costs
- Any other costs associated with proposed system.
- Pricing for options.

3.3.1 Respondent Discounts

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

- **Prompt Payment Discount**
The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.
- **Cash Discount**
The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 - SPECIFICATIONS

Overview

The successful Respondent shall provide the goods and/or services to the State in accordance with the specifications and technical 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.

Respondent agrees that it shall comply with that specification throughout the full term of the Contract, if the Respondent is successful. In addition, if specified by the specifications or if the context otherwise requires, the Respondent shall provide references and/or supportive materials to verify the Respondent's compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Respondent demonstrate that the Respondent will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

4.1 LMS Requirements - Mandatory

The LMS must:

4.1.1 Be Commercial-Off-the-Shelf (COTS) Software

- 1) All modules of the contractor's solution must be in current mainstream production and immediately available, and manufacturer-authorized and approved for distribution to ILEA.
- 2) Provide an inventory management module.
- 3) The contractor's solution must be pre-programmed and currently available for marketing as an LMS. While the COTS software may require some minor customization to meet all mandatory requirements herein, the core product functionality must be currently available and industry-standard functionality must already exist in the proposed software (i.e. new software development of an LMS is unacceptable).

4.1.2 Be a web-based system that is compatible with Microsoft Edge or Google Chrome

- 1) It is required that users be able to use all features of the LMS without installing any software on their computer.
- 2) It is required that all features of the LMS be available to admin and users via any device (PC, tablet, phone) with access to the internet.

4.1.3 Be compliant with Section 508 Accessibility/Usability Standards.

The proposed solution will be compliant with Web Content Accessibility Guidelines (WCAG) 2.0 levels A and AA to remove barriers for persons with disabilities. In cases where the Iowa DOT has funding agreements in place with the Federal Government requiring websites be Section 508 compliant, the solution will be compliant with Section 508 of the U.S. Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) in addition to the WCAG 2.0. The Iowa DOT will identify if Section 508 compliance is needed. (See World Wide Web Consortium (W3C) website for definition of terms: <http://www.w3.org>).

- 4.1.4** Be compatible with mobile platforms, including but not limited to, iOS 13 or greater, Windows 10 or higher, and Android 10 or greater environments.
- 4.1.5** When the hardware or operating system supporting the LMS solution is upgraded to a new version or a new version of Microsoft Edge or Google Chrome is released, the contractor must provide any system modifications or additions necessary to enable the system to operate according to all mandatory technical and performance specifications described herein this RFP at no additional cost to the state agency.
- 4.1.6** Support a population of at least 1,000 users per month and must allow for the potential growth of the number of users. The LMS must also be able to support records of inactive (former) users. The system should allow for:
 - Restoration of inactive users to an active status.
 - The LMS, not the personnel database, must be able to charge only on the number of active users each month.
- 4.1.7** Provide a statewide employment and training database that includes:
 - The ability to print reports on training, employment history, and certifications.
 - The ability to archive individuals no longer working while preserving employment and certification history.

4.2 User Requirements

The system shall include but not be limited to:

- 4.2.1** Provide users the ability to create training plans and track their progress.
- 4.2.2** Include a searchable catalog of available courses, events, documents, videos, and other training opportunities.
- 4.2.3** Have a mechanism to organize courses to ease search and retrieval of the courses.
- 4.2.4** Be accessible to users 24 hours per day, 7 days per week, including weekends and state holidays
- 4.2.5** Provide users access to the system remotely via mobile devices (smart phone, tablet, and PC's).
- 4.2.6** Provide users the ability to receive automated emails for registration, class cancellations, and reminders.
- 4.2.7** Provide users the ability to assign due dates to courses in their training plan.
- 4.2.8** Allow users to view and print progress reports and completion certificates.
- 4.2.9** Allow external partners the ability to search for courses, register for classes, take exams, and complete evaluations online. The LMS must allow ILEA to track class registration, exams taken, and evaluations completed by the external partners.
- 4.2.10** Allow users to create and share both reports and/or forms on public websites outside of the secured LMS system with instructors or other users. Allow users to submit reports and/or forms with attachments back to secure LMS system.

4.3 Learning Environment Requirements

The learning environment shall allow users to but not be limited to:

- 4.3.1** Register for courses.
- 4.3.2** Take tests and complete evaluations.

- 4.3.3** View course progress.
- 4.3.4** View training plans.
- 4.3.5** Grading system for users, or team of users, that must include:
- The ability to provide users with current, up-to-date GPA and class standing.
 - Weighted categories in which admin can assign grades.
 - Cumulative GPA calculation including virtual and external courses.
 - Ability for admin to print report cards.
 - Ability to flag grades that are below the required passing threshold.
- 4.3.6** View and print training history.
- 4.3.7** Allow for recording, managing, and tracking of internal or professional certifications, licenses or qualifications. This must include the ability to:
- 1) Identify users who are near the expiration of certification, license or qualification and alert manager automatically via e-mail message.
 - 2) Reset certification, license or qualification periods after completion of required class(es).
 - 3) Allow authorized users to adjust individual dates for certifications, licenses or qualifications.
 - 4) Allow for certification, licensing and qualification periods of varying lengths.
 - 5) Allow authorized users to change certification expiration dates.
 - 6) Calculate qualification and certification expiration dates from the end of the class or exam.
 - 7) Allow administrators to input qualification suspensions and to track those suspensions for specific timelines.
- 4.3.8** Include a mechanism for launching online courses, documents, videos, exams, and other training content for a specific timeframe and duration.
- 4.3.9** Allow users to upload external training documentation. The LMS should allow for storage, search, and retrieval of this documentation.
- 4.3.10** Capture information during learning to retain as information ie: screen shot, file download, and the admin ability to turn off any capturing features for secure testing.
- 4.3.11** Completing of onboarding necessary documentation, customizable forms, orientation documents, and other onboarding forms ie. I9 forms, benefit forms, direct deposit, etc.
- 4.3.12** Allow e-signatures on forms.
- 4.3.13** Ability to change onboarding information after employed utilizing approval levels.
- 4.3.14** Integrate Video into user interface for onboarding welcome message.
- 4.3.15** Assign courses prior to employee beginning employment once onboarding information is complete.
- 4.3.16** Acknowledgement that policies and forms have been read during onboarding phase.
- 4.3.17** Ability to track process completion of onboarding tasks and approval levels.

- 4.3.18** Automatic I-9 and E-Verify Compliance.
- 4.3.19** Supports interim and annual reviews for performance management.
- 4.3.20** Track performance vs potential.
- 4.3.21** Graphical dashboard analysis for performance tracking.
- 4.3.22** Flexible competency descriptions and rating scales for performance.
- 4.3.23** Automatic generation of performance review forms.
- 4.3.24** Supports continual performance management cycle (planning, monitoring, developing, rating, rewarding, planning).
- 4.3.25** Built in reminder system for performance tracking.
- 4.3.26** User defined: Performance plan templates, rating scales and weighting scales.
- 4.3.27** Ability to define competencies within groups.
- 4.3.28** Ability to identify skill gaps.
- 4.3.29** Ability to enroll in an identified class from within the performance application.
- 4.3.30** Profile roles and positions within the organization.
 - Match competencies to positions.
 - Define various skill levels.
- 4.3.31** Identify user skills
 - User assessments.
 - Including competencies.
- 4.3.32** Identify training needs.
- 4.3.33** Assist in recruiting efforts.
- 4.3.34** Reporting options should include:
 - Job descriptions
 - Competencies
 - Skill levels
 - Skill Gaps
 - Future needs

4.4 Identification, Authentication, and Authorization Requirements

Learner identification must include but not be limited to:

- 4.4.1** User account login using existing credentials with Active Directory as the authoritative authentication source. The LMS must also allow for user account login where the user can have multiple email accounts and profiles, with the profile based on an identifying number. Must allow user to set and to reset password.
- 4.4.2** Authorized ILEA administrators to restrict user access to specific groups, folders, and documents.

4.5 Administration Requirements

Administrative functionality must include but not be limited to:

- 4.5.1** Have multiple administrator levels defined by the profile restrictions assigned to users and administrators.

- Have the ability to restrict an administrator's access to a district or multiple districts.
- 4.5.2** Automatically and seamlessly update a user's transcript upon completion of an online course.
- 4.5.3** Allow for learning curriculums to be created for job titles, managerial level, or other pertinent personnel data.
- 4.5.4** Provide an administrator the ability to enroll users.
- 4.5.5** Allow authorized users to create, change, or remove users' personal information.
- 4.5.6** Authorize security levels that enforce access constraints that are dependent on user profiles.
- 4.5.7** Allow authorized users to organize administrators and/or users into groups for reporting, compliance, and course assignment purposes.
- 4.5.8** Allow for administrator to categorize users into specific courses, groups and categories.
- 4.5.9** For education courses, the ability to re-assign courses while keeping prior completion records.
- 4.5.10** Allow for an administrator to add, change, and delete users.
- 4.5.11** Allow an administrator to assign a delegate.
- 4.5.12** Allow authorized users to create, change or remove course information.
- 4.5.13** Allow for prerequisites and equivalencies to be included, as new courses or content is added to the system.
- 4.5.14** Allow customization of courses, users, categories.
- 4.5.15** Be able to replace existing ILEA systems, which may include Skills Manager (database), PaperVision (file storage), The ILEA Training website (registrations), Auzmor (current system) and Seamless Docs (form submissions) using common integration techniques (open APIs, REST services, batch files, etc.).
- 4.5.16** Be able to keep historical course version history and records.

4.6 Course Catalog Requirements

The course catalog shall include but not limited to having a mechanism:

- 4.6.1** For importing third-party courseware that is SCORM compliant for delivery of online training.
- 4.6.2** To incorporate off-the-shelf, third-party, and in-house-created online content for classes, training, and exams.
- 4.6.3** To target courses to individuals or groups and create different learning plans for different individuals or groups of individuals.
- 4.6.4** To create, change, and deliver tests or skills assessments, including various testing mediums.
- 4.6.5** To allow authorized users to override course specifications such as prerequisites, equivalencies, eligibility restrictions, and class size.

- 4.6.6** To deliver course set-up, registration, and tracking for online courses in the same manner as instructor-led courses.
- 4.6.7** Ability for entering external training documentation for learners.
- 4.6.8** To visibly differentiate between an online course and classroom course.
- 4.6.9** For tracking instructors and volunteer instructors.
- 4.6.10** For tracking classrooms.
- 4.6.11** For tracking direct training related costs and to facilitate the billing of costs to other parties.

4.7 Automation and Communication Requirements

The automation and communication shall include but not be limited to:

- 4.7.1** The LMS must provide a format to allow user information to be automatically loaded from an external file or system on a periodic basis or on-demand.
- 4.7.2** The LMS must have a mechanism for setting automated registration, assignment/waitlist, designation of required and suggested training, performance development plan processes, and routing of approvals/reminders.
- 4.7.3** The LMS should have automated class scheduling interfaced with users e-mail system so students can see classes scheduled on the system calendar and receive email reminders.
- 4.7.4** The must provide integration of multiple calendars for individuals with different agencies without conflict.
- 4.7.5** The ability for additional individuals to receive registration emails for their agency personnel and subordinates.
- 4.7.6** The LMS system must provide the ability to manage and schedule on premise housing.
- 4.7.7** The LMS system must provide the ability to checking out instructional materials to individual users or team of users.
- 4.7.8** The LMS System must provide the ability to manage inventory of ammunition, MRO supplies, medical supplies.

4.8 Analytics Requirements

The LMS system shall include but not limited to:

- 4.8.1** Have a mechanism for tracking and reporting student progress and activities in the system.
- 4.8.2** Have a mechanism for tracking and reporting on progress and completion for defined groups. The system should allow for tracking and reporting of completion and non-completion of required training.
- 4.8.3** Have a mechanism for tracking and reporting by individual course.
- 4.8.4** Have a mechanism for creating standard reports for sharing with authorized users.
- 4.8.5** Have a mechanism for creating ad-hoc reports via an internal reporting tool.
- 4.8.6** Have a mechanism for exporting reports to, Microsoft Excel, networked printers, and PDF. The LMS should allow for exporting to Microsoft PowerPoint, Microsoft Word, HTML format, CSV, txt, and XML for transfer to another system.

- 4.8.7 Allow for queries against any information provided in the data dictionary for any learner record, including inactive learners.
- 4.8.8 Have a mechanism for creating class rosters to be printed.
- 4.8.9 Should have a mechanism for creating tracking and reporting on evaluations of classes.

4.9 Manager Environment Requirements

The system shall include but not limited to:

- 4.9.1 Allow an administrator to assign a user with the manager role.
- 4.9.2 Provide managers and administrators the ability to recommend and assign courses to align with each learner's training plan.
- 4.9.3 Provide managers and administrators the ability to create training plans, track learner progress, print progress reports, and view progress reports.
- 4.9.4 Provide managers the ability to assign due dates to courses in their subordinates' training plan.
- 4.9.5 Allow a manager to generate reports for staff they supervise.
- 4.9.6 Authorize a manager to view staffs' training plan, certification status, and course registrations.
- 4.9.7 Allow a manager to access the course catalog.
- 4.9.8 Allow a manager to view their employees' course progress.
- 4.9.9 Allow a manager to view their employees' training history.
- 4.9.10 Provide managers the ability to send and receive automated emails for registrations, class cancellations, and reminders.
- 4.9.11 Allow managers to select if an evaluation is optional or mandatory for each course.

4.10 Database

The database shall include but not limited to:

- 4.10.1 Cloud based.
- 4.10.2 Improved data sharing and data security.
- 4.10.3 Effective data integration across multiple data sources.
- 4.10.4 Consistent, reliable data.
- 4.10.5 A system that complies with privacy regulations.
- 4.10.6 A system that increase productivity.
- 4.10.7 A framework for better decision-make through higher quality information.

4.11 Database Warehouse

The database warehouse shall include but not limited to:

- 4.11.1 Cloud based.
- 4.11.2 Storing large amount of historical data.
- 4.11.3 Process and organize data from multiple sources.
- 4.11.4 Capabilities for statistical analysis, reporting and data mining.
- 4.11.5 A system that complies with privacy regulations.

SECTION 5 EVALUATION AND SELECTION
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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 value 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 use an evaluation committee to conduct a comprehensive, fair, and impartial evaluation of Technical Proposals received in response to this RFP. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity that 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:

- Answer “Yes” to all parts of Section 4 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Technical Proposal. If a Technical Proposal does not meet the minimum score, it will be rejected and the Respondent’s Cost Proposal will not be evaluated.

An addendum identifying the points assigned to the scoring criteria and identifying the minimum score for the Technical Proposal will be posted prior to the RFP closing.

5.4 Cost Proposal Scoring

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

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.

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.

Cost Evaluation Points Awarded =

Lowest Cost Proposal Received x Points Possible for Respondent

Cost Proposal Being Evaluated

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 Tied Score and Preferences

5.5.1 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.

5.5.2 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.

5.5.3 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.

5.5.4 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.

5.5.5 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 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 Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Respondent's objection or amendment in writing.

The Contract terms and conditions in this Section 6, the General Terms and Conditions to the extent referenced and linked to on the 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 Respondents 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 Respondent.

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific 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 will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the RFP or Terms and Conditions by Contractor. Once a Proposal has been identified as the one for which an Award recommendation has been made, but prior to notifying Respondents of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the 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 Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served. As such, if any proposed modifications are not determined to be in the best interests of the State, or appear to pose a substantial impediment to reaching agreement, the Agency may, in its sole discretion:

- 6.1.1** Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal;
- 6.1.2** Issue a Notice of Intent to Award in favor of the successful Respondent, and identify in the Notice proposed modifications to terms and conditions identified by the Respondent in its Proposal with which the agency will or will not agree or further negotiate;
- 6.1.3** Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Respondent in its Proposal;

6.1.4 Change the Agency's recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to the Agency.

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

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:

6.2.1 Indemnification

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

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 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.

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 shall have an initial term of two (2) 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 eight (8) additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise each option no later than thirty (30) 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. Respondents 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_aut_horization_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 Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa’s Terms of Pcard Acceptance. Respondents must provide a statement regarding their ability to meet the requirements I 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 Contractor’s invoices using its Purchasing Card Program (Pcard) whenever possible. The Pcard is a VISA credit card issued by U.S. Bank to allow authorized employees to make purchases on behalf of the State. It is a faster, more convenient alternative to traditional invoicing and remittance processing, allowing US Bank to pay the Contractor directly,

generally within 48 hours of the transaction. Contractor shall comply with security measures for Pcard payments including:

- 6.3.2.5.1** Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;
- 6.3.2.5.2** Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- 6.3.2.5.3** Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- 6.3.2.5.4** Contractor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- 6.3.2.5.5** Contractor shall confirm that the name of purchaser matches the name on the card;
- 6.3.2.5.6** Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or “https” in the web address;
- 6.3.2.5.7** Contractor 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 Contractor.

6.3.2.7 Respondent Discounts

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

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law
Cyberliability	Each Occurrence	\$1 Million
	Aggregate	\$5 Million

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.

6.3.4 Performance Security

The Contract may require the Respondent to provide security for performance [e.g. performance bond, escrow, letter of credit, liquidated damages]. Agency shall retain ten percent (10%) of each payment due under the Contract. Agency shall pay the retained amount only after all Deliverables have been completed by Contractor and accepted by the Agency.

6.3.5 Quarterly Report

The Contractor shall provide an electronic detailed quarterly report on all sales made under this agreement within the State of Iowa via E-Mail to the Iowa Department of Administrative Services, Central Procurement, Attn: Craig Trotter, craig.trotter@iowa.gov. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and

extended invoice prices. Respondent proposals must include a sample report and a description of the reporting that will be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

6.3.6 Administrative Fee

Without affecting the approved Good or Service prices or discounts specified in the Master Agreement, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the State, made payable to the "Iowa Department of Administrative Services – Central Procurement."

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) SaaS IT Terms & Conditions; (2) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) under a subsection with a heading entitled Special Terms & Conditions; (3) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the RFP cover page the Contract; and (4) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) set forth under a subsection with a title other than Special Terms & Conditions.