**Request for Proposal**

**RFP Cover Sheet**

**Administrative Information:**

|  |  |  |  |
| --- | --- | --- | --- |
| **TITLE OF RFP:** | **Iowa High School Equivalency Diploma Test** | **RFP Number:** | **0618282024** |
| **Agency:** | **Iowa Department of Administrative Services on behalf of the Iowa Department of Education** |
| **State seeks to purchase:** | **Iowa High School Equivalency Diploma Test** | **Available to Political Subdivisions?** | **No** |
| **Number of mos. or yrs. of the initial term of the contract:** |  | **Number of possible annual extensions:** | **4** |
| **Initial Contract term beginning:** | **January 1, 2019** | **Ending:**  | **December 31, 2021** |
| **State Issuing Officer:**Kathy HarperPhone: (515) 281-3089E-Mail: Kathy.harper2@iowa.gov |
| **Mailing Address:** Iowa Department of Administrative ServicesHoover State Office Building, 3rd Floor1305 Walnut StreetDes Moines, Iowa 50319-0105 |
| PROCUREMENT TIMETABLE—Event or Action: | **Date/Time (Central Time):** |
| State Posts Notice of RFP on TSB website | **February 26, 2018** |
| State Issues RFP  | **February 28, 2018** |
| RFP written questions, requests for clarification, and suggested changes from Contractors due: Agency’s written response to RFP questions, requests for clarifications and suggested changes due: | **March 14, 2018/ 2:00 PM****March 16, 2018** |
| Proposals Due Date:Proposals Due Time: | **March 14, 2018****2:00 PM** |
| Anticipated Date to issue Notice of Intent to Award: | **April 13, 2018** |
| **Relevant Websites:** | **Web-address:** |
| Internet website where Addenda to this RFP will be posted: | [**http://bidopportunities.iowa.gov/**](http://bidopportunities.iowa.gov/) |
| Internet website where contract terms and conditions are posted: | <https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf> <https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf> |
| Number of Copies of Proposals Required to be Submitted: | 1 Original, 1 Digital |
| Firm Proposal TermsPer Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:  |  **120 Days** |

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SECTION 1 INTRODUCTION

**1.1 Purpose**

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

* 1. **Definitions**

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

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

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

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

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

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

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

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

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

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

* 1. **Overview of the RFP Process**

Contractors will be required to submit their Proposals in hardcopy and on CD-ROM. It is the Agency’s intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 6, Evaluation and Selection.

* 1. **Background Information**

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

The Iowa State Board of Education is responsible for setting educational policy, standards and rules. Iowa Code [259A.32](https://www.legis.iowa.gov/docs/code/259a.pdf) establishes standards for the issuance of a High School Equivalency Diploma (HSED) in Iowa. Currently, the HiSET® test is the primary method to achieve a HSED in Iowa. The Iowa high school equivalency test (HSED) is administered at 70 test centers throughout a network of community colleges, learning centers, community-based organizations and correctional facilities.   The test meets the requirement set by Iowa Code 259A.1 that the diploma shall be issued on the basis of satisfactory competence as shown by tests covering all of the following: Language Arts-Reading, Language Arts-Writing, Mathematics, Science, and Social Studies. Testing can be scheduled daily, weekly, bi-weekly or monthly based on the schedules and testing volume set by the state approved Testing Centers. The high school equivalency test provides an opportunity for individuals to obtain their high school equivalency diploma, which will allow them to further their educational goals as well as obtain employment.

 SECTION 2 ADMINISTRATIVE INFORMATION

* 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.

* 1. **Restriction on Communication**

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

* 1. **Downloading the RFP from the Internet**

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

* 1. **Procurement Timetable**

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

* 1. **Questions, Requests for Clarification, and Suggested Changes**

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

* 1. **Amendment to the RFP**

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

* 1. **Amendment and Withdrawal of Proposal**

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

* 1. **Submission of Proposals**

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

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

* 1. **Proposal Opening**

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

* 1. **Costs of Preparing the Proposal**

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

* 1. **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.

* 1. **Rejection of Proposals**

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

* + 1. The Contractor fails to deliver the cost proposal in a separate envelope.
		2. The Contractor acknowledges that a mandatory specification of the RFP cannot be met.
		3. The Contractor's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
		4. The Contractor’s Proposal limits the rights of the Agency.
		5. The Contractor fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.
		6. The Contractor fails to timely respond to the Agency's request for information, documents, or references.
		7. The Contractor fails to include Proposal Security, if required.
		8. The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
		9. The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
		10. The Contractor initiates unauthorized contact regarding the RFP with state employees.
		11. The Contractor provides misleading or inaccurate responses.
		12. The Contractor’s Proposal is materially unbalanced.
		13. There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsible Contractor.
		14. The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
		15. The Contractor is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code section 12J.3.
	1. **Nonmaterial Variances**

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

* 1. **Reference Checks**

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

* 1. **Information from Other Sources**

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

* 1. **Verification of Proposal Contents**

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

* 1. **Proposal Clarification Process**

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

* 1. **Disposition of Proposals**

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

* 1. **Public Records and Requests for Confidential Treatment**

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

* 1. **Form 22 - Request for Confidentiality**

***FORM 22 MUST BE COMPLETED AND INCLUDED WITH CONTRACTOR’S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL CONSIDERED NON-RESPONSIVE AND NOT EVALUATED.***

* 1. **Copyright Permission**

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

* 1. **Release of Claims**

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

* 1. **Contractor** **Presentations**

Contractors may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The Agency will schedule presentations during the week of April 9, 2018, if necessary. If a presentation is necessary, the Contractor will have no more than 60 minutes to demonstrate their product and there will be an additional 30 minutes scheduled for questions and answers. The presentation may include slides, graphics and other media selected by the Contractor to illustrate the Contractor’s Proposal. The presentation shall not materially change the information contained in the Proposal.

* 1. **Evaluation of Proposals Submitted**

Proposals that are timely submitted and are not rejected will be reviewed and evaluated in accordance with Section 6 of the RFP. The Agency will not necessarily award a contract resulting from this RFP to the Contractor offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Contractor(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State.

* 1. **Award Notice and Acceptance Period**

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

* 1. **No Contract Rights until Execution**

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

* 1. **Choice of Law and Forum**

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

* 1. **Restrictions on Gifts and Activities**

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

* 1. **No Minimum Guaranteed**

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

* 1. **Appeals**

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

SECTION 3 FORM AND CONTENT OF PROPOSALS

**3.1 Instructions**

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

* + 1. The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in a separate sealed envelope. The envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

**RFP Number:** **RFP 0618282024**

**RFP Title: Iowa High School Equivalency Diploma Test**

**Kathy Harper**

**Hoover Building 3rd Floor**

**1305 E Walnut St**

**Des Moines, IA 50319**

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

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

1 Original, 1 Digital, of the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.

Technical Proposal Envelope Contents

Original Technical Proposal and any copies

Public Copy (if submitted)

Technical Proposal on digital media

Electronic Public Copy on same digital media (if submitted)

Cost Proposal Envelope Contents

Original Cost Proposal

Cost Proposal on digital media

* + 1. If the Contractor designates any information in its Proposal as confidential pursuant to Section 2, the Contractor must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked “Public Copy”.
		2. Proposals shall not contain promotional or display materials.
		3. Attachments shall be referenced in the Proposal.
		4. If a Contractor proposes more than one solution to the RFP specifications, each shall be labeled and submitted separately and each will be evaluated separately.
	1. **Technical Proposal**

The following documents and responses shall be included in the Technical Proposal in the order given below:

* + 1. **Transmittal Letter (Required)**

An individual authorized to legally bind the Contractor shall sign the transmittal letter. The letter shall include the Contractor’s mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.

* + 1. **Table of Contents**

The Contractor shall include a table of contents of its Proposal and submit the check list of submittals per Attachment #4.

* + 1. **Executive Summary**

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

* + - 1. Statements that demonstrate that the Contractor has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 7.
			2. An overview of the Contractor’s plans for complying with the specifications of this RFP.
			3. Any other summary information the Contractor deems to be pertinent.
		1. **Mandatory Specifications and Scored Technical Specifications**

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

* + 1. **Vendor Background Information**

The Contractor shall provide the following general background information:

* + - 1. Name, address, telephone number, fax number and e-mail address of the Contractor including all d/b/a’s or assumed names or other operating names of the Contractor and any local addresses and phone numbers.
			2. Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.
			3. State of incorporation, state of formation, or state of organization.
			4. The location(s) including address and telephone numbers of the offices and other facilities that relate to the Contractor’s performance under the terms of this RFP.
			5. Number of employees.
			6. Type of business.
			7. Name, address and telephone number of the Contractor’s representative to contact regarding all contractual and technical matters concerning the Proposal.
			8. Name, address and telephone number of the Contractor’s representative to contact regarding scheduling and other arrangements.
			9. Name, contact information and qualifications of any subcontractors who will be involved with this project the Contractor proposes to use and the nature of the goods and/or services the subcontractor would perform.
			10. Contractor’s accounting firm.
			11. The successful Contractor will be required to register to do business in Iowa before payments can be made.

For vendor registration documents, go to:

<https://das.iowa.gov/procurement/vendors/how-do-business>

* + 1. **Experience**

The Contractor 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. A list of all goods and/or services similar to those sought by this RFP that the Contractor has provided to other businesses or governmental entities.
			5. Letters of reference from three (3) previous customers or clients knowledgeable of the Contractor’s performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.
		1. **Personnel**

The Contractor must provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP. The following information must be included in the resumes:

* + - 1. Full name.
			2. Education.
			3. Years of experience and employment history particularly as it relates to the specifications of the RFP.
		1. **Termination, Litigation, Debarment**

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

* + - 1. Has the Contractor had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
			2. Describe any damages or penalties assessed against or dispute resolution settlements entered into by Contractor under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
			3. Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity.
			4. A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party.
			5. Any irregularities discovered in any of the accounts maintained by the Contractor on behalf of others. Describe the circumstances and disposition of the irregularities.

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

* + 1. **Criminal History and Background Investigation**

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

* + 1. **Acceptance of Terms and Conditions**

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

* + 1. **Certification Letter**

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

* + 1. **Authorization to Release Information**

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

* + 1. **Firm Proposal Terms**

The Contractor shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 60 days following the deadline for submitting Proposals.

* 1. **Cost Proposal**

The Contractor shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services. See Attachment #5.

* + 1. **Payment Methods**

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Contractors shall provide payment acceptance information in this section 3.3.1 in their Cost Proposals. **This information will not be scored as part of the Cost Proposal or evaluated** **as part the Technical Proposal.**

* + - 1. **Credit card or ePayables**

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

* + - 1. **Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)**

Contractors shall provide a statement regarding their ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

<https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf>

* + - 1. **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.

* + 1. **Payment Terms**

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

* + 1. **Contractor Discounts**

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

* + - 1. **Prompt Payment Discount**

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

* + - 1. **Cash Discount**

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 SCOPE OF WORK

**4.1 Description of Desired Services**

The Iowa Department of Education through the Iowa Department of Administrative Services is seeking qualified Contractors capable of providing a computer based and/or a paper-based Iowa High School Equivalency Diploma (HSED) test. The test can be either an existing Contractor-created test, or a newly-developed custom test.

**4.2 System Capability Requirements**

The Contractor is responsible for providing a system that allows for the test to be accessed by utilizing as much of the existing infrastructure in Iowa’s local testing centers with any additional material (software or hardware) clearly described as part of this RFP.

* 1. **Test Requirements**

Contractor is responsible for providing a test that aligns with Iowa’s Core Standards, includes College and Career Readiness Standards for Adult Education and includes sections for English Language Arts (ELA – defined as writing and reading), mathematics, science (not necessarily content specific), and social studies (American History, World History and Government). The test should have sufficient content and depth of knowledge to determine testing candidate has mastered skills equivalent to a high school graduate.

* 1. **Data and Access Requirements**
		1. The Contractor is responsible for working with the Agency’s Office of Data System Management to ensure that each examinee is assigned a unique identifier. The Contractor’s unique identifier system must be compatible with the Agency’s data system.
		2. The Contractor is responsible for collecting from the testing candidate, at a minimum, the information contained in the basic demographic data fields below:

|  |  |
| --- | --- |
| Social Security number (optional  | Options district identifier |
| Unique identifier | Application date (MM/DD/YYYY) |
| Date of birth | Test date (MM/DD/YYYY) |
| Last name | Date test received for scoring |
| First name | Date test scored |
| Middle name/initial | Date test and demographic information sent to the Agency |
| Gender | Format code for each tests administered |
| Maiden name | Score for each test |
| Address (Mail) | Battery total score |
| Address Two | Passed/Not passed |
| City | Testing location name |
| State | Testing location number |
| Zip code | Paper-based test |
| Phone number | Computer-based test |
| Email address | Accommodations used |
| Options identifier |  |

**4.5 Hosting**

Contractor is responsible for providing test applicant data and delivery of live tests. The contractor is also responsible for transferring test applicant data as requested to the state and to any third party entity for storage.

**4.6 Security**

* + 1. **Privacy/Security Requirements**

 The Contractor shall be responsible for the security of non-public or personally identifiable information on the system under its control.

* + 1. The Contractor shall be responsible for data security issues arising from its systems, or directly resulting from its system or directly resulting from its use of third party contractor subcontractors (if any) in connection with the services.

**4.6.3 Test site Monitoring**

The Contractor shall be responsible for developing a comprehensive solution for system monitoring, remotely or on-site, that ensures the integrity of the testing system and provides monitoring and reporting information as well as the manner in which the Agency will be notified and the resolution.

* 1. **Technical Support**

**4.7.1** The Contractor shall provide a toll free telephone number for technical support from Monday through Saturday at a minimumbetween the hours of 7:00 am to 6:00 pm CST.

**4.7.2** The Contractor is responsible for ensuring a response time of no more than 4 hours for telephone support and no more than 24 hour response time for email support requests.

**4.7.3** The Contactor is responsible for providing a testing alternative or plan of action in the event of technical issues with the computer based method.

**4.7.4** The Contractor is responsible for providing testing centers with access, through the Contractor’s website, to view, add and edit the testing schedule.

**4.7.5** The Contractor is responsible for providing testing centers with the ability to contact test takers regarding test cancellations (e.g. inclement weather)

**4.7.6** The Contractor is responsible for posting the Agency approved cancellation notification method on the Contractor’s website.

**4.7.7** The Contractor is responsible for providing a test administrator’s guide and/or technical manual with detailed training steps for administrators of the proposed HSED test to the Agency and each approved testing center (CD-ROM or web-based).

**4.7.8** The Contractor is responsible for providing a technical manual each year covering the forms administered during that year. All draft technical manuals must be subject to careful and complete editing by the Contractor’s editors and proofreaders before the Contractor submits them to Agency for implementation.

* 1. **Training**
		1. The Contractor is responsible for providing one (1) face to face training per year to Agency staff and testing center staff regarding the technical aspect of the test, the accommodation process, and information specific to accessing the data and administration and security of the test.
		2. The Contractor is responsible for providing five (5) live, interactive webinars as determined by the Agency, and one (1) presentation per year for Agency staff, and test center staff on test center administration.
	2. **Training Materials**
		1. The Contractor is responsible for providing all training material to the Agency for review and approval 30 days prior to any training being conducted.
		2. The Contractor is responsible for printing and distributing, or providing electronically, the required number of copies of the guidelines to the testing centers.

**4.9.3** The Contractor is responsible for providing the Agency with all training resources and information necessary to provide training for testing center personnel. The resources and information (must include the following:

* Test name
* Length of test (Time)
* Number and types of questions (Format)
* Content Categories and approximate percentage of the test
* Process Categories
* Process Category Descriptors

The emphasis of each category should be expressed as the average percentage of the number of questions per category. The percentage should be the approximate average number of questions across the forms on the exam.

**4.10**  **Testing Locations**

**4.10.1** The Contractor is responsible for providing guidance to the Agency regarding suitable testing center locations/requirements. (See Attachment # 6 for the current list of approved testing centers) The Agency is responsible for establishing all testing centers, but would like input from the Contractor regarding the following:

1. Types of locations where testing centers could be established, such as schools, correctional facilities, etc.
2. Types of locations where addendum centers could be established, such as schools, correctional facilities, etc. The Agency defines an addendum center as a site that is away from the testing center location but is managed and utilized by the testing center.
3. Support service requirements such as record keeping and accessibility requirements;
4. Equipment that may be required
5. Physical storage space requirements
6. Test security administration and security requirements
7. If Contractor requires any type of agreement with the testing centers, the Agency must also be included as a signatory on such agreement throughout the duration of the contract.

**4.11 Test Delivery Approach**

The Contractor is responsible for providing a detailed plan that outlines how the administration platform will be used by administrators to manage the testing process.

**4.11.1** The Contractor is responsible for ensuring that the platform will run on a reasonable number of the computers that are currently in place at the testing centers.

**4.11.2** The Contractor is responsible for providing the technical specifications for the proposed approach to delivering tests by desktop, laptop or other devices. Include the minimum specifications for the following:

* Desktop, laptop or other devices on which the test is delivered
* Any administrative device associated with the units on which the test is delivered
* Networking associated with any device involved in the delivery of tests (if applicable)
* Infrastructure specifications for Internet, print, and any other applicable requirements involved in the delivery of the test.
	1. **Test Administration Platform**

The Contractor is responsible for providing a detailed test administration platform including the following:

* Test access control
* Administrative access control
* Security or test content and test-taker data
* Desktop security during testing
* Wireless networking
* Network availability
* Data interoperability
	1. **Guidelines for Test Administration**

The Contractor is responsible for providing written guidelines for the administration of the test including the qualifications for staff administering the HSED tests that the Agency will amend or adapt into policy. The proposal must include how the guidelines might be updated over the course of the contract. This information can be referenced in 3.2.4(a).

* + 1. The guidelines utilized must contain security procedures and procedures for handling actual and suspected examinee misconduct including, but not limited to an administrative error that impacts procedural administration of a test, an examinee disruption or violation of pre-described examinee responsibilities such as the handling of test materials, unauthorized items in the testing center, and giving or receiving unauthorized assistance.
		2. The Contractor is responsible for printing and distributing, or providing electronically, the required number of copies of the guidelines to the testing centers.
		3. The Contractor is responsible for providing a technical manual each year that includes all forms administered during that year such as testing center changes, staffing changes, irregularity issues and all other forms applicable to testing administration. All draft technical manuals must be subject to careful and complete editing by the Contractor’s editors and proofreaders before the Contractor submits them to Agency for implementation.
		4. The Contractor is responsible for providing to the Agency and each approved testing center a test administrator’s guide and/or technical manual (CD-ROM or web-based) with detailed training steps for administrators of the proposed HSED test.
		5. The Contractor is responsible for providing the test administrator’s guide/technical manual and changes to the Agency least 120 days prior to expected implementation.

**4.14 Test Scoring**

The Contractor is responsible for providing their method for determining a passing score including the following:

* Test
* Battery passing scores
* Non-passing scores
* Percentile scores
* Overall score
* Individual test minimums
* Time between administration and access to scores

**4.15 Re-testing**

The Contractor is responsible for providing the process for re-testing in any subject area if a passing score was not obtained. Currently the Agency allows for re-testing prior to completion of the full test battery and will continue with this policy.

**4.16 Practice Tests**

**4.16.1** The Contractor is responsible for ensuring that a practice test aligned to the test battery is made available in paper-based and/or computer-based format for the purpose of predicting test readiness of potential examinees and to aid instructional personnel in the preparation of examinees with diagnostic feedback.

**4.16.2** The Contractor is responsible for ensuring that at least two versions of the practice test are available to examinees via the Contractor website. The Contractor’s website must include information on where and how the practice test may be obtained. The Contractor must keep at least two forms of the practice test for use by Iowa’s Adult Education and Literacy programs restricted (sequestered) from public access. The must ensure that the majority of test items are unique between all forms of the practice tests.

**4.16.3** The Contractor is responsible for providing a detailed analyses including depth of knowledge (DOK), alignment to College and Career Readiness Standards for Adult Education (CCRS-AE), documentation for practice test alignment with all items on all test forms per subject area for evidence of categorical concurrence, or linkage to one or more standards. The analyses should record each item-to-standard match and provide a rating describing the strength of that match (Strong or Partial) in terms of measuring a core fundamental element of that standard. The Contractor must ensure that the item pools for this high school equivalency exam are aligned to the depth and breadth of the CCRS-AE.

**4.17 Payment Methods**

The Contractor is responsible for providing a system that allows test applicants or third parties to pay by such methods as credit card, voucher or invoicing which will ensure all test applicants including corrections can test.

**4.18 Data Transfer and Ownership**

**4.18.1** The Contractor is responsible for working with the Agency to determine the optimum format of providing data and information that will optimize the reuse of this data and information in currently held files.

**4.18.2** The Contractor is responsible for providing the Agency with a list of all computer programs and software tools necessary to allow an end user to read and export any data provided by the Contractor In addition, the Contractor must propose a candidate summary report format for Agency approval. The Contractor must submit candidate summary reports quarterly to the Agency and testing centers.

**4.18.3** The Agency will own all demographic and performance information, including test scores generated by the testers referred through the Iowa adult education programs. All personally-identifiable information (PII) provided by test-takers during administration of the test, and all test data resulting from administration of the test (including but not limited to test scores) shall belong to the Agency. If the Contractor plans to use any data belonging to the Agency.

**4.18.4** The Contractor is responsible for providing a detailed description of the data element(s), purpose and proposed destruction.

**4.18.5** The Contractor is responsible for encrypting and transferring test scores and test-taker demographic data (to be determined by the Agency) to a secure file transfer protocol (FTP) site at the Agency or a third party designee for processing and storage.

**4.18.6** The Contractor is responsible for providing a candidate summary report format for Agency approval.

**4.19 Reporting**

**4.19.1** The Contractor is responsible for submitting candidate summary reports quarterly, including survey data specific to customer service responses as well as test administrators for the state of Iowa

**4.19.2** The Contractor is responsible for submitting annual progress reports that include cumulative data for the year-to-date in achieving and administration of the key deliverables of this contract.

**4.19.3** The Contractor is responsible for providing a confidential detailed analyses for live tests which includes depth of knowledge (DOK) and alignment to College and Career Readiness Standards for Adult Education (CCRS-AE). Documentation for test alignment with all items on all test forms per subject area for evidence of categorical concurrence, or linkage to one or more standards. The analyses should record each item-to-standard match and provide a rating describing the strength of that match (Strong or Partial) in terms of measuring a core fundamental element of that standard. The Contractor must ensure that the item pools for this high school equivalency exam are aligned to the depth and breadth of the CCRS-AE.

**4.19.4** The contractor will provide end of year cumulative report for all test data in comparison to all other like states

**4.19.5** The Contractor is responsible for participating in monthly management meetings with the Agency via telephone or videoconference. The Contractor will prepare agendas with input from the Agency, take minutes, and submit the minutes to the Agency by e-mail. Minutes must include a list of activities, contact information and a list and status of the activities identified for completion with the deadline and person(s) assigned to each activity.

**4.20 Personnel**

**4.20.1** The Contractor is responsible for designating a program manager who will serve as the point of contact and shall be the liaison between the Contractor and the Agency. The Contractor shall provide the state agency with the name, address, email address, and telephone number of the Contractor’s program manager. The Contractor’s program manager shall (1) oversee all services being provided, (2) assume responsibility and liability for services performed per the contract, and (3) serve as the primary point of contact with the state agency.

**4.20.2** The Contractor is responsible for designating a customer service liaison who shall serve as the point of contact between the Contractor, the test center administration field, and the state agency. By no later than five (5) working days after notification by the state agency to proceed with services, the Contractor shall provide the Agency with the name, and contact information of the Contractor’s customer service liaison. The Contractor’s customer service liaison shall (1) be available to manage incoming calls and emails from the field (2) have knowledge of state specific laws and policies regarding testing, and (3) serve as the primary point for customer service inquiries with the test center administration field and state agency.

**4.20.3** The Contractor is responsible for providing the Agency with a current and updated organizational chart throughout the duration of the contract.

**4.20.4** The contractor is responsible for ensuring that the Agency is a member/participant of any board, oversight committee or work group related to testing content, changes or procedures, for the duration of the contract.

**4.21 Implementation**

**4.21.1** The Contractor is responsible for working with the Agency to ensure a seamless transition into a new system.

SECTION 5 SPECIFICATIONS

**Overview**

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

* 1. **Mandatory Specifications**

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

* + 1. Contractor shall have the capability of meeting the requirements of Iowa Code, Chapter 32.3 [Eligibility to participate](https://www.legis.iowa.gov/docs/iac/rule/02-14-2018.281.32.3.pdf).
		2. Contractor shall provide a secure system that prohibits the disclosure of personally identifiable information (PII).
		3. Test accommodations for individuals with disabilities shall be available for both paper based and computer based approaches, including a Contractor-developed process for approving accommodation requests.

**5.1.4** The test shall align with College and Career Readiness Standards and meet the test requirements found in [Standards for Adult Education.](https://lincs.ed.gov/publications/pdf/CCRStandardsAdultEd.pdf)

* 1. **Scored Technical Specifications**

All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the evaluation committee in accordance with Section 5.

* + 1. **Scope of Work**

The Contractor shall address each specification in Section 4 – Scope of Work and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Contractor shall explain how it will comply with the specification. Proposals must address each specification. Proposals must identify any deviations from the specifications of this RFP or specifications the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

* + 1. Describe the HSED test and its delivery methodology. If the proposed HSED test currently exists, describe its current use. Iowa prefers the test length to be comparable to the state’s current HSED test, approximately seven hours, but welcomes a testing approach that measures equivalent constructs while making more efficient use of test time. Proposal should include a plan describing how the test-taker interacts with the test administration system including registering, scheduling and taking the HSED test. If the HSED test is CBT, describe the digital literacy skills necessary for a successful testing experience.
		2. Provide details on how specific test questions are developed and selected. Describe any optional test components. The description should include what percentage of the test questions are fill in the blank, multiple choice or any other type of response for either PBT or CBT. The bidder should include how the test-taker navigates through the test, how items of different types are displayed in the test and responded to by the test-taker, and how the tester completes the test.
		3. **Test Requirements**

Describe how the test questions are aligned to Iowa’s Core standards or will be during the contract period. The Contractor must also provide a description of how College and Career Readiness Standards for Adult Education is incorporated in the test. If the Contractor plans to have the proposed HSED test approved by the Agency of Education as a test determined to be suitable for use in the National Reporting System for adult education the timeline and activities to achieve this should be described. Explain how the HSED test is coded for cognitive complexity using Webb’s Depth of Knowledge.
<https://iowacore.gov/content/cognitive-complexity-depth-knowledge-dok>

The Contractor is responsible for ensuring that a practice test aligned to the test battery is made available in paper-based and/or computer-based format and that at least two versions of the practice test are available to examinees via the Contractor website and for use by Iowa’s Adult Education and Literacy programs restricted (sequestered) from public access. They must ensure that the majority of test items are unique between all forms of the practice tests. The Contractor’s website must include information on where and how the practice test may be obtained.

The Contractor must include a detailed analyses including depth of knowledge (DOK), alignment to College and Career Readiness Standards for Adult Education (CCRS-AE per 4.15.3 above.

* + 1. Describe whether the HSED test is norm or criterion-reference. Describe how the test is/may be normed to individuals who recently obtained a high school diploma or adult learners. Submit results of reliability and validity studies and evidence of comparability with other HSED instruments used nationwide.
		2. Describe any type or level of system monitoring performed by the Contractor or expected by the testing sites to ensure the integrity of the testing system. The Contractor must provide the state agency with the processes regarding a breach in security and the manner in which the state agency will be informed of the problem including the resolution. The Contractor must propose a comprehensive solution for system monitoring, remotely or on-site, that provides monitoring and reporting information. Any phase-in plan must be described in the proposal. Proposed actions for identified issues as a result of monitoring should be described in the plan.
		3. Describe testing security administration and security those requirements detailing the roles and responsibilities of the Contractor and of test administrators, if any plan to update the security requirements must be included. The Agency will be responsible for ensuring that the test environment is in compliance with the contract and satisfies the requirements stated in this RFP. This joint effort will ensure that the test administration is properly implemented. The Contractor must provide a detailed description of the procedure for a security breach or test interruption including responsibilities and timelines.
		4. Describe how tests will be administered in correctional facilities. Proposals must include how offenders will register and schedule for either PBT or CBT and access the HSED test. Describe any exceptions to the procedures as outlined in 5.2.2
		5. Provide a plan for testing with accommodations for individuals with disabilities that complies with Americans with Disabilities Act (ADA) of 1990, and include a detailed description of documentation required for approval. Proposals should provide a plan that demonstrates a review and decision process administered by the Contractor including but not limited to the following testing accommodations:
* Extended time
* Special location/private room/small group
* Audio
* Adaptive font size
* Calculator/talking calculator
* Scribe
* Supervised breaks
* Signed interpreted instructions for the deaf/hearing impaired
	+ 1. Provide a plan for updating the test administrator’s guide and/or technical manual Please include a suggested table of contents.
		2. **Accessibility**Universally designed assessments are developed to ensure all test takers and testing results are not affected by disability, gender, race, or English language ability.
* Describe how the test design, development, and administration allow fair access for all students.
* Describe how American Sign Language is included part of the online platform if audio is part of the assessment to ensure equitable participation of hearing impaired students.
	+ 1. **Test Scoring**

Describe the process of scanning and scoring the answer sheets along with an estimation of when results will be available. If this process is to be done at the testing centers or will be handled by the Contractor expectations of scanning needs or delivery methods of answering sheets must be clearly defined. Information on whether the test-taker has obtained a passing score and any additional score reports for each subtest and the total test should be included in the proposal.

* + 1. Describe how data is gathered from the Contractor’s test administration platform, score all items, sum the scores, and determine whether the test-taker has obtained a passing score and any additional score reports for each subtest and the total test.
		2. **Implementation**

Describe how you plan to implement a feasible transition plan in advance of January 2, 2019. As part of that plan the Contractor must provide marketing materials that can be used to ensure the portability and recognition of the proposed HSED test to testers, employers and educational institutions.

* 1. **Optional Specifications**

All items listed below are optional, non-mandatory specifications. These specifications will be evaluated and scored in the technical proposal. Cost for optional specifications shall be identified in the cost proposal; however, costs for optional specifications will not be considered in the determination of the cost score.

The Contractor may recommend optional products, tools, and/or capabilities not specifically noted in this RFP, but which may, provide significant value to the Agency in the implementation and operation of the system and user services.

* Are tests available in languages other than English?
* What additional payment methods are available?

SECTION 6 EVALUATION AND SELECTION

**6.1 Introduction**

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

* 1. **Evaluation Committee**

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

* 1. **Tied Score and Preferences**
		1. An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the contractors who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.
		2. Notwithstanding the foregoing, if a tied score involves an Iowa-based contractor or products produced within the State of Iowa and a contractor based or products produced outside the State of Iowa, the Iowa contractor will receive preference. If a tied score involves one or more Iowa contractors and one or more contractors outside the state of Iowa, a drawing will be held among the Iowa contractors only.
		3. In the event of a tied score between Iowa contractors, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the contractors have complied with ESGR standards. Preference, in the case of a tied score, shall be given to Iowa contractors complying with ESGR standards.
		4. Second preference in tied score will be given to contractors based in the United States or products produced in the United States over contractors based or products produced outside the United States.
		5. Preferences required by applicable statute or rule shall also be applied, where appropriate.
	2. **Technical Proposal Evaluation and Scoring**

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications and Scored Technical Specifications described in Section 4.1 and 4.2 and meet the minimum score. To be deemed a Responsive Proposal, the Proposal must:

* Answer “Yes” to all parts of Section 4.1 and include supportive materials as required to demonstrate the Contractor will be able to comply with the Mandatory Specifications in that section and
* Obtain the minimum score for the Content and Technical Criteria.

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

* 1. **Cost Proposal Scoring**

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

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

Example:

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

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

 $35,000

Contractor B: $35,000 = receives 78% of available points on cost.

 $45,000

Contractor C: $35,000 = receives 54% of available points on cost.

$65,000

SECTION 7 CONTRACT TERMS AND CONDITIONS

**7.1 Contract Terms and Conditions**

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the General Terms and Conditions, the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Contractor to the provisions or terms and conditions of the RFP or the General Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Contractor’s objection or amendment in writing.

The General Terms and Conditionswill be incorporated into the Contract. The General Terms and Conditionsmay be supplemented at the time of contract execution and are provided to enable Contractors to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with these specifications should be included in any pricing quoted by the Contractor.

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

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

* 1. **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.

* 1. **Insurance**

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

| Type of Insurance | Limit | Amount |
| --- | --- | --- |
| General Liability (including contractual liability) written on an occurrence basis | General AggregateProducts – Comp/Op  AggregatePersonal injuryEach Occurrence | $2 million$1 Million$1 Million$1 Million |
| Automobile Liability (including contractual liability) written on an occurrence basis | Combined single limit | $1 Million |
| Excess Liability, Umbrella Form | Each OccurrenceAggregate | $1 Million$1 Million |
| Errors and Omissions Insurance | Each Occurrence  | $1 Million |
| Property Damage | Each OccurrenceAggregate | $1 Million$1 Million |
| Workers Compensation and Employer Liability | As Required by Iowa law | A required by Iowa law |

**Attachment # 1**

**Certification Letter**

**Alterations to this document are prohibited, see section 2.14.14.**

[Date]

Kathy Harper, Issuing Officer

Iowa Department of Administrative Services Central Procurement and Fleet Services Enterprise

Hoover Building, 3rd Floor

1305 E. Walnut

Des Moines, Iowa 50319

Re: RFP0618282024- PROPOSAL CERTIFICATIONS

Dear Kathy:

I certify that the contents of the Proposal submitted on behalf of [**Name of Contractor]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (Contractor) in response to the Iowa Department of Administrative Services for **RFP0618282024** for High school Equivalency Diploma Test are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

**Certification of Independence**

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

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.

2. The Proposal has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.

3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency’s issuance of the Notice of Intent to Award the contract.

4. No attempt has been made or will be made by Contractorto induce any other contractor to submit or not to submit a Proposal for the purpose of restricting competition.

5. No relationship exists or will exist during the contract period between Contractor and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

**Certification Regarding Debarment**

6. I certify that, to the best of my knowledge, neither Contractornor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

 This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

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

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(4) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Contractors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

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

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

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

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

**Name and Title of Authorized Representative Date**

**Attachment #2**

**Authorization to Release Information Letter**

**Alterations to this document are prohibited, see section 2.14.14.**

**[Date]**

Kathy Harper, Issuing Officer

Iowa Department of Administrative Services Central Procurement and Fleet Services Enterprise

Hoover Building, 3rd Floor

1305 E. Walnut

Des Moines, Iowa 50319

Re: RFP0618282024**-** AUTHORIZATION TO RELEASE INFORMATION

Dear **Name of Issuing Officer**:

**[Name of Contractor]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contractor)** hereby authorizes the Iowa Department of Administrative Services ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to RFP0618282024**.**

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

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

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

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

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

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

**Name and Title of Authorized Representative Date**

**Attachment #3**

**Form 22 – Request for Confidentiality**

***SUBMISSION OF THIS FORM 22 IS REQUIRED***

***This Form 22 (Form) must be completed and included with your PROPOSAL.*** ***ThIS Form 22 is required whether THE PROPOSAL does or does not contain information for which confidential treatment will be requested. Failure to submit a completed Form 22 WILL result in the Proposal TO BE considered non-responsive and eliminated from evaluation. Complete PART 1 of this form 22 IF PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. Complete PART 2 of this form 22 if PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.***

1. **Confidential Treatment Is Not Requested**

A Respondent not requesting confidential treatment of information contained in its Proposal shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Proposal.

1. **Confidential Treatment of Information is Requested**

A Respondent requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Respondent believes confidential information appears **and clearly identify each item for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Respondent to respond to inquiries by the Agency concerning the confidential status of such information.

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

**Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to pricing information and transmittal letters. A Respondent’s request for confidentiality that does not comply with this form or a Respondent’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Respondent’s Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.**

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

**Part 1 – No Confidential Information Provided**

**Confidential Treatment Is Not Requested**

Respondent acknowledges that proposal response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this proposal response.

This Form must be signed by the individual who signed the Respondent’s Proposal. The Respondent shall place this Form completed and signed in its Proposal.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company RFP Number RFP Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (required) Title Date

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

**Part 2 - Confidential Treatment is Requested**

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

**NOTE:**

* ***Completion of this Form is the sole means of requesting confidential treatment*.**
* ***A RESPONDENT MAY NOT REQUEST PRICING INFORMATION IN PROPOSALS BE HELD IN CONFIDENCE.***

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

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

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

This Form must be signed by the individual who signed the Respondent’s Proposal. The Respondent shall place this Form completed and signed in its Proposal. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

* ***If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Respondent’s submittal to request confidentiality or rejection of the Proposal as being non-responsive.***
* ***Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal. If signing this Part 2, do not complete Part 1.***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company RFP Number RFP Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (required) Title Date

**Attachment #4**

**Response Check List**

|  |  |  |
| --- | --- | --- |
| **RFP REFERENCE SECTION** | **RESPONSE INCLUDED** | **LOCATION OF RESPONSE** |
| **Yes** | **No** |
| 3. Number of Copies of the Proposal |   |   |   |
| 3. One (1) Public Copy with Confidential Information Excised |   |   |   |
| 3. Transmittal Letter |   |   |   |
| 3. Specifications  |   |   |   |
| 3. Contractor Background Information  |  |  |  |
| 3. Experience  |  |  |  |
| 3. Personnel  |  |  |  |
| 3. Terminations  |   |   |   |
| 3. Acceptance of Terms and Conditions |   |   |   |
| 3. Certification Letter |   |   |   |
| 3. Authorization to Release Information |   |   |   |
| 3. Firm Proposal Terms |  |  |  |
| 5. Mandatory Specifications |   |   |   |
| 5. Scored Technical Specifications |   |   |   |
| 5. Optional Specifications |   |   |   |
| Form 22 – Request for Confidentiality |   |   |   |

**Attachment # 5**

**Payment Terms**

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

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

**Cost Proposal**

Contractor’s Cost Proposal shall be all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

|  |  |
| --- | --- |
| **Deliverable Item** | **Firm US****Dollars** |
| Practice Tests – Public  |  |
| Practice Tests – Restricted Paid |  |
| Practice Tests- Restricted AEL providers only  |  |
| Paper-Based Test Battery (for the 5 content areas)  |  |
| Computer-Based Test Battery (for the 5 content areas) |  |
| Paper-Based Sub-Test (Retest) |  |
| Computer-Based Sub-Test (Retest)  |  |
| Cost of the full test battery per tester |  |
| Cost of scanning/scoring a full test battery |  |
| Cost associated with re-testing a sub test if a passing score is not achieved |  |
| Cost per site/seat for test administration |  |
| Cost for hardware/software license associated with Computer-Based Testing |  |
| Cost associated with data management and transfer of records to the Agency |  |
| Cost associated with test administration and instruction. |  |
| Cost associated with any practice test material |  |
| Other cost(s) associated or anticipated not otherwise covered or mentionedDescribe method(s) of collecting testing fees directly from tester and from third party |  |
| **TOTAL COST:** |  |