

REQUEST FOR PROPOSALS

**Iowa Department of Justice
Crime Victim Assistance Division**

Sexual Assault Evidence Kit Tracking and Reporting System

RFP NO. 2020-01

July 12, 2019

Section 1 Introduction

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to develop a web-based system to track the collection, movement, and processing of Sexual Assault Forensic Evidence Kits (SAEK), and to provide such other services and deliverables as described in Section 4 of this RFP.

1.2 Definitions

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

- 1.2.1 “Contract” means any contract(s) entered into with the successful Contractor(s) as described in Section 6.1.
- 1.2.2 “Contractor” means the successful Respondent to this RFP.
- 1.2.3 “CVAD” means the Iowa Department of Justice, Crime Victim Assistance Division.
- 1.2.4 “Proposal” means a Respondent’s proposal submitted in response to this RFP.
- 1.2.5 “Respondent” means a vendor submitting a Proposal in response to this RFP.
- 1.2.6 “Responsible Respondent” means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, CVAD may consider various factors including, but not limited to, the Respondent’s experience, competence and qualifications to provide the goods or services requested, the Respondent’s integrity and reliability, the past performance of the Respondent, and the best interest of CVAD and the State.
- 1.2.7 “Responsive Proposal” means a Proposal that complies with the material provisions of this RFP.

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

1.2.9 “SAEK” means a Sexual Assault Evidence Kit, consisting primarily of a box or boxes containing biological evidence that is gathered from the victim after a sexual assault has occurred. That evidence is then analyzed, and the results are used by law enforcement and prosecutors to investigate crime.

1.2.10 “State” means the State of Iowa.

1.3 Overview of the RFP Process

This RFP is designed to provide Respondents with the information helpful for the preparation of competitive Proposals. The RFP process is for the Crime Victim Assistance Division of the Iowa Attorney General’s Office (“CVAD”) with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for the submission of a comprehensive proposal.

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

It is CVAD’s intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

1.4 Overview of the goods and services being sought in this RFP

CVAD seeks a Contractor to develop a web-based tracking system of Sexual Assault Evidence Kits within the State of Iowa. The State has received a National Institute of Justice Sexual Assault Forensic Evidence-Inventory, Tracking and Reporting (SAFE-ITR) grant to track Sexual Assault Evidence Kits. The system must meet the requirements of the SAFE-ITR grant received by CVAD. A requirement of the project is that the system be implemented in a pilot site area before it is rolled out statewide. The users of the system will be located across the State of Iowa (i.e. county sheriffs, county attorneys, municipal law enforcement agencies, sexual assault nurse examiners, hospital staff, crime lab staff), who must be able to easily access and update the system. See Section 4.2 for specifications related to the system.

Section 2 Administrative Information

2.1 Issuing Officer

The Issuing Officer for this RFP is

Robert Hamill

Iowa Department of Justice, Crime Victim Assistance Division

Lucas State Office Building

321 E. 12th Street

Des Moines, Iowa 50319

robert.hamill@ag.iowa.gov

The Issuing Officer is the sole point of contact regarding the RFP from the date of issuance until CVAD issues a Notice of Intent to Award the Contract is issued.

2.2 Restriction on communications

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer concerning the RFP. 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 § 2.5. Oral questions related to the interpretation of this RFP will not be accepted. CVAD may disqualify Respondents if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

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

2.3 Procurement timetable

The following dates are set forth for informational and planning purposes. CVAD reserves the right to change the dates.

Relevant Action	Date/Time (Local Time)
.1 CVAD Issues RFP:	July 12, 2019
.2 Written questions and requests for clarification about the RRP from Respondents due:	July 23, 2019
.3 CVAD's written responses to questions, requests for clarifications, and suggested changes:	July 26, 2019
.4 Proposals Due:	By 4:30 pm Central Daylight Time on August 2, 2019
.6 Anticipated Date to issue Notice of Intent to Award:	September 3, 2019
.7 Anticipated Date to execute Contract:	September 10, 2019

If CVAD changes any of the deadlines in the timetable, CVAD will issue an addendum to the RFP.

2.4 Questions and requests for clarification

Respondents are invited to submit written questions and requests for clarifications regarding the RFP on or before the date and time identified in § 2.3.2 of the RFP. CVAD will not accept oral questions. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondents must reference the page and section number(s). CVAD will send written responses to questions or requests for clarifications received from Respondents on or before the date listed in § 2.3.3 to all Respondents. CVAD's written responses will become an addendum to the RFP.

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

2.5 Amendments to the RFP

CVAD reserves the right to amend the RFP at any time using an addendum. CVAD will post all amendments to the RFP to its website located at
<https://www.iowaattorneygeneral.gov/for-crime-victims/publications/>

Each Respondent must acknowledge receipt of all addenda in its Proposal. If CVAD issues an addendum after the due date for receipt of Proposals, CVAD may, in its sole discretion, allow Respondents to amend their Proposals in response to the addendum.

2.6 Amendment or withdrawal of proposal

The Respondent may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Respondent, and actually received by CVAD no later than the date and time established herein for receipt of Proposals. Respondents must notify the Issuing Officer in writing before the deadline for Proposals if they wish to completely withdraw their Proposals.

2.7 Submission of proposals

The Issuing Officer must receive the Proposal at the e-mail address listed below no later than the date and time set forth under “Proposals Due” listed in § 2.3 of the RFP.

This is a mandatory requirement. CVAD will not waive this requirement. CVAD will reject any Proposal received after this deadline and will return the Proposal unopened to the Respondent.

Respondents must submit PDF copies of their Technical and Cost Proposals separately to the Issuing Officer at the e-mail address identified below. CVAD will not accept paper or faxed Proposals. Each Respondent must ensure that the Proposal is received by the Issuing Officer no later than the deadline.

A Respondent must submit a PDF copy of its Technical Proposal to the Issuing Officer at the following e-mail address: Robert.hamill@ag.iowa.gov

A Respondent must submit a PDF copy of its Cost Proposal to the Issuing Officer at the following e-mail address: Robert.hamill@ag.iowa.gov

2.8 Completeness of Proposals

Respondents must furnish all information necessary to enable CVAD to evaluate the Proposal. CVAD will not consider oral information provided by the Respondent as part of the Respondent’s Proposal unless it is provided timely in writing as part of the Proposal.

2.9 Proposal opening

CVAD will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the CVAD's Evaluation Committee has reviewed all proposals timely submitted in response to this RFP and CVAD has issued a Notice of Intent to Award a contract. See Iowa Code § 72.3. However, the names of the Respondents who timely submitted Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean an individual Proposal is a Responsive Proposal or has been deemed technically compliant or accepted for evaluation.

2.10 Cost of preparing proposal

Each Respondent is solely responsible for all costs associated with preparing and delivering its Proposal.

2.11 No commitment to contract

At any time before the execution of a written Contract, CVAD reserves the right to reject any or all Proposals received in response to this RFP, and CVAD further reserves the right to cancel this RFP. Issuance of this RFP in no way constitutes a commitment by CVAD to either award or enter into a Contract.

CVAD further reserves the right to cancel this RFP, to issue a new RFP, to Award a Contract, or to perform any or all of the services described in this RFP if it is in the best interests of the State.

2.12 Rejection of Proposals

CVAD may, but is not obligated to, reject outright and not evaluate any and all Proposals for any reason, including, but not limited to, any one or more of the following reasons, as determined by CVAD in its sole discretion:

2.12.1 The Respondent acknowledges it cannot meet a mandatory specification of the RFP, or CVAD determines, in its sole discretion, that the Respondent is unable to meet a mandatory specification of the RFP or that the Respondent's proposal is not a Responsive Proposal.

2.12.2 The Respondent's Proposal changes a material specification of the RFP or the Proposal does not materially comply with the specifications of the RFP.

- 2.12.3 The Respondent's Proposal limits the rights of CVAD or the State.
- 2.12.4 The Respondent fails to include information necessary to enable CVAD to substantiate the Respondent's ability to meet a specification of the RFP.
- 2.12.5 The Respondent fails to respond timely to CVAD's request for information, documents, or references.
- 2.12.6 The Respondent fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee requested in this RFP.
- 2.12.7 The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.12.8 The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.12.9 The Respondent provides misleading or inaccurate responses.
- 2.12.10 The Respondent's Proposal is materially unbalanced.
- 2.12.11 There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by CVAD from other sources) to satisfy CVAD that the Respondent is a Responsible Respondent.
- 2.12.12 The Respondent marks the entire Proposal as confidential, makes excessive or unsupported claims for confidential treatment (as determined by CVAD in its sole discretion), or identifies pricing information in its cost proposal as confidential.
- 2.12.13 The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.
- 2.12.14 The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information Letter.

2.13 Nonmaterial variances

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

2.14 Reference checks

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

2.15 Information from other sources

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

2.16 Verification of proposal contents

CVAD may verify the content of a Proposal submitted by a Respondent. If CVAD determines in its sole discretion that the content of a Proposal is in any way misleading, inaccurate, or nonresponsive, CVAD may reject the Proposal.

2.17 Proposal clarification process

CVAD reserves the right to contact a Respondent in writing after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Respondent has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Respondent's Proposal. CVAD will not consider information received from or through Respondent if the information materially

alters the content of the Proposal or the type of goods and/or services the Respondent is offering to CVAD. An individual authorized to legally bind the Respondent must sign responses to any request for clarification. Responses must be submitted to CVAD within the time specified in CVAD's request. CVAD may reject a Proposal of any Contractor that fails to timely comply with requests for additional information.

2.18 Disposition of Proposals

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

2.19 Public records and requests for confidential treatment

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

2.20 Form 22 – Request for confidentiality

FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.

2.21 Copyright permission

By submitting a Proposal, the Respondent agrees that CVAD may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Respondent consents to such copying and

warrants that such copying will not violate the rights of any third party. CVAD will have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.22 Release of claims

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

2.23 Presentations

The Evaluation Committee may, at its sole discretion, require one or more Respondents to provide a presentation regarding and/or a demonstration of the products and services sought by this RFP and allowing the Evaluation Committee to ask questions about the products and services offered by Respondents in their Proposals. The Evaluation Committee may elect for the presentations to be done in person or by use of a virtual meeting tool such as GoToMeeting. During the presentation, a Respondent may demonstrate the product and services and answer questions, but the presentation cannot materially change or supplement the Respondent's Proposal.

2.24 Evaluation of proposals

An Evaluation Committee will review Proposals that are timely submitted and are not rejected pursuant to the terms of this RFP. See § 5 for information regarding the evaluation process. CVAD will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, CVAD will award Contract(s) to the Responsible Respondent(s) whose Responsive Proposal CVAD believes will provide the best value to CVAD and the State.

2.25 Notice of award and acceptance period

If one or more Contractors are selected, CVAD will send a Notice of Intent to Award the Contract(s) to all Respondents who submitted timely Proposals. In addition, CVAD may post the notice on its website. A Notice of Intent to Award does not constitute the formation of a contract between CVAD and the apparent successful Respondent. Negotiation and execution of the Contract(s) must be completed no later than 30 days from the date of the Notice of Intent to Award or such other time as designated by CVAD. If a successful Respondent fails to negotiate and deliver an executed Contract by

that date, CVAD, in its sole discretion, may cancel the award and award the Contract to another Respondent that CVAD believes will provide the best value to CVAD and the State (and not necessarily the next highest-scoring Respondent). CVAD may extend the period for negotiation of the Contract, in its sole discretion. CVAD further reserves the right to cancel the Notice of Intent to Award at any time prior to the execution of a written Contract.

2.26 No contract rights until a contract is signed

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

2.27 Choice of law and forum

The laws of the State of Iowa will govern this RFP and any Contract that results from this process. Changes in applicable laws and rules may affect the award process or the Contract. Respondents are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP must be brought in the appropriate Iowa forum.

2.28 Restrictions on gifts and activities

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

2.29 Post solicitation debriefing

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

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. CVAD may reject any Proposal that it determines, in its sole discretion, fails to adhere to these instructions.

3.1.1 The Proposal must be typewritten and printable on 8.5" x 11" paper, no smaller than 12-point font and submitted as PDF documents.

3.1.2 The Proposal must be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and Cost Proposal must be submitted in separate emails to the e-mail address or addresses identified in §2.7 of the RFP. The first page of both the Technical and Cost Proposals must be labeled with the following information:

Response to RFP: Sexual Assault Evidence Kit Tracking and Reporting System
Iowa Department of Justice, Crime Victim Assistance Division
Lucas State Office Building
321 E. 12th Street
Des Moines, Iowa 50319

[Contractor's Name and Address]

CVAD is not responsible for misdirected e-mails or premature opening of Proposals if a Proposal is not properly labeled or not sent to the designated e-mail address.

3.1.3 The Proposal must be timely submitted to the designated e-mail addresses by the deadline set forth in Section 2 of this RFP.

3.1.4 If the Respondent designates any information in its Proposal as confidential in accordance with the requirements of §§ 2.19 and 2.20 of the RFP, the Respondent must also submit a PDF copy of the Proposal from which confidential information has been redacted as provided in §§ 2.19 and 2.20.

3.1.5 Attachments must be referenced in the Proposal.

3.1.6 Proposals must not contain promotional or display materials.

3.1.7 If a Respondent proposed more than one solution to the RFP specifications, each must be submitted in a separate Proposal and each will be evaluated separately.

3.2 Transmittal letter

An individual authorized to legally bind the Respondent must sign the transmittal letter. The letter must include the Respondent's mailing address, electronic mail address, fax number, and telephone number. The transmittal letter must also include any request for confidential treatment of information, and such request must comply with the requirements stated in § 2.20 of the RFP.

3.3 Technical proposal

The Technical Proposal must include the following documents and responses in the order given below. Items listed in § 3.3 will be considered in the evaluation and scoring of the Technical Proposals:

3.3.1 Scored technical specifications

The Respondent must answer whether or not it will comply with each specification in § 4.2 of the RFP. Where the context requires more than a yes or no answer or the specific specification so indicates, Respondent must explain how it will comply with the specification. Merely repeating the § 4.2 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of this RFP or any specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s), CVAD may reject the Proposal.

3.3.2 Respondent background information

The Respondent must provide the following general background information:

- .1 Name, address, telephone number, fax number, and e-mail address of the Respondent including all d/b/a's, assumed, or other operating names of the Respondent and any local addresses and phone numbers.
- .2 Form of business entity, e.g., 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 Respondent's performance under the terms of this RFP.
- .5 Number of employees.
- .6 Type of business.
- .7 Name, address, telephone number, and e-mail address of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- .8 Name, address, telephone number, and e-mail address of the Respondent's representative to contact regarding scheduling and other arrangements.
- .9 The successful Respondent will be required to register to do business in Iowa before payments can be made. If already registered, provide the date of the Respondent's registration to do business in Iowa and the name of the Respondent's registered agent. For vendor registration documents, go to:
<https://das.iowa.gov/procurement/vendors/how-do-business>
- .10 The number of lawyers, technology, and other support staff in each of the Contractor's offices.
- .11 Name, contact information, and qualifications of any subcontractors the Respondent proposes to use in providing goods and/or services required by the RFP and the nature of the goods and/or services the subcontractor would perform.

3.3.3 Experience

The Contractor must provide the following information about its experience:

- .1 Number of years in business.
- .2 Number of years of experience in 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 this RFP.
- .4 A description of all goods and/or services similar to those sought by this RFP that the Respondent has provided to private and governmental entities. For each similar project, the description must include:
 - (a) Project title;
 - (b) Project role (prime contractor or subcontractor);
 - (c) Start and end dates of service;
 - (d) Contract value;
 - (e) General description of the scope of work;
 - (f) Whether the goods and/or services were provided timely and within budget; and
 - (g) Contact information for the client's project manager including address, telephone number, and email address.
- .5 Letters of reference or detailed contact information from three (3) previous customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to those sought in this RFP, including a contact person, telephone number, and email address for each reference. CVAD prefers that Respondents submit letters of reference for services that were procured using a competitive selection process.

3.3.4 Termination, debarment, litigation, and investigation

The Respondent must provide information on whether any of the following conditions or circumstances are applicable to the Respondent—or a holding company, parent company, subsidiary, or intermediary company of the Respondent—during the past five years. If any of the following conditions or circumstances apply, the Respondent must state the details of the occurrence set

forth below. If none of these conditions or circumstances is applicable to the Respondent, the Respondent must so indicate.

- .1 Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- .2 Describe any occurrences where the Respondent either has been subject to default or has received notice of default or failure to perform on a contract. Provide complete details related to the default or notice of default including the other party's name, address, telephone number, and email address.
- .3 Describe any order, judgment, or decree of any federal or state authority barring, suspending, or otherwise limiting the right of the Respondent to engage in any business, practice, or activity.
- .4 Describe any damages, penalties, disincentives assessed, or payments withheld, or anything of value traded or given up by the Respondent under any of its existing or past contracts as it relates to goods and/or services provided that are similar to those sought by this RFP. Include the estimated cost of that incident to the Respondent with the details of the occurrence.
- .5 List and summarize all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
- .6 List any irregularities that have been discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances all such irregularities or variances and detail how the issues were resolved.

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

3.3.5 Acceptance of terms and conditions

A Contractor's submission of a Proposal constitutes: (1) acceptance of the terms and conditions, criteria, specifications, and requirements set forth in this RFP and any attachment or amendment hereto, without change; and (2) operates as a waiver of any and all objections to the contents of the RFP and all related terms, conditions and specifications. The Respondent must specifically agree and state in its transmittal letter that the Proposal is predicated upon the acceptance of all contractual terms and conditions stated in this RFP, including, without limitation, § 6 of the RFP and any contract(s) attached to or incorporated by reference into this RFP. If the Respondent objects or takes exception to any term or condition, the Contractor must comply with all of the requirements and procedures stated in § 6. Should the apparent successful Respondent take exception(s) to such terms and conditions, CVAD reserves the right to reject such exception(s) and may elect to terminate negotiations with the apparent successful Respondent. Without limiting CVAD's rights, CVAD may, in its sole discretion, reject a Proposal where any objection, exception or response materially alters any term, condition or specification of this RFP (including any attachment or amendment hereto), or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein.

3.3.6 Certification letter

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

3.3.7 Authorization to release information

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

3.3.8 Firm proposal terms

The Respondent must guarantee in writing the availability of the goods and/or services offered and that all Proposal terms, including price, will remain firm a minimum of 120 days following the deadline for submitting Proposals.

3.4 Cost proposal

The Respondent shall provide its Cost Proposal by e-mail separately from the Technical Proposal. See Attachment #4.

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

Respondents shall indicate in their cost Proposals all of the payment methods they will accept. **This information will not be scored as part of the Cost Proposal or evaluated as part of the Technical Proposal.**

3.4.2 Payment terms

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

3.4.3 Respondent discounts

Respondents 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.

.2 Cash discount

The State may consider cash discounts when scoring Cost Proposals.

Section 4 Specifications

4.1 Overview

The successful Respondent will provide the goods and/or services to CVAD in accordance with the specifications as provided in this section. The Respondent must address in its Proposal each specification in this section and indicate whether or not it will comply with the specification and provide information or explanation in support of how it will comply with each specification. Proposals must be fully responsive to and address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Respondent. The CVAD may reject as non-responsive any Proposal that merely repeats the specifications. Proposals must identify any deviations from the specifications of this RFP or specifications the Respondent cannot satisfy. The CVAD may reject any Proposal that deviates from or cannot satisfy the specifications identified in this section.

4.2 Sexual Assault Evidence Kit Tracking System Specifications

The following specifications for the Sexual Assault Evidence Tracking software must be included and addressed in each Proposal.

- a. Name of open-source or proprietary software the Respondent proposes to use and Respondent's justification for proposing same.
 - i. If the Respondent proposes a proprietary system, the Respondent must also fully explain the process for and any limitations to, accessing, extracting, and/or migrating data to a different platform if CVAD ever decided to move to a different system.
- b. What browsers are compatible with the system
- c. Whether CVAD will host the system on its servers or whether the system will be hosted by the Respondent.
- d. Whether the system can create ad hoc reports
- e. How the system will:
 - i. Include the following required data elements for each SAEK:
 - Unique SAEK ID number;
 - Location (medical facility, law enforcement agency, laboratory, in transit);
 - date each SAEK is logged into location;

- date SAEK used in forensic examination;
- date of assault; date assault reported to law enforcement;
- date SAEK testing completed;
- date of arrival at each location;
- maintain history of SAEK location changes;
- date DNA from a SAEK is entered into DNA database and indicate which DNA database;
- date results returned from DNA database;
- If DNA matched DNA in database (Yes or No).

- ii. Allow authorized users from agencies handling SAEKs or dealing with cases involving SAEKs (e.g., law enforcement, medical facilities, crime lab(s), county attorneys, the Iowa Department of Justice, the Iowa Department of Public Safety) with variable levels of functionality ranging from view only to editing rights depending on role.
- iii. Allow authorized users to access and update the status and location of SAEKs at the following points:
 - when the SAEK is distributed to a medical facility for use in evidence collection;
 - date when a SAEK is used in a forensic exam;
 - date when the SAEK is in possession of law enforcement agency;
 - date when a SAEK arrives at lab;
 - date when analysis is complete and lab report is generated;
 - date test results are provided to jurisdictional law enforcement and prosecution agencies;
 - result of law enforcement investigation (i.e. referral to prosecutor for review, declined for referral and explanation);
 - prosecution review and result (i.e. case moves forward for prosecution, case resolution, explanation);
 - disposal of SAEK
- iv. Utilize barcoding functionality for label creation and tracking.
- v. Allow authorized users to add or update information related to a SAEK using a barcode scanner or a keyboard by entering a SAEK number
- vi. Allow survivors of sexual assault the ability to anonymously access the system and anonymously view status updates of their SAEK.
- vii. Be in compliance with the Americans with Disabilities Act (ADA)

d. How the system is able to accommodate the following:

- i. Establishing authorized users with secure access through unique user ID and unique password for each user.
- ii. Bulk upload of data from an excel spreadsheet or other database to prepopulate information from SAEKs previously inventoried and tracked.
- iii. Create reports Create reports to be used by Department of Justice, Department of Public Safety, and legislature to audit effectiveness of policies and procedures regarding collection, movement, and processing of SAEKs. Reports will minimally provide:
 - Number of SAEKs submitted to law enforcement agencies within a date range (sorted by law enforcement agency);
 - Number of days from SAEK arrival at law enforcement agency to kit arrival at lab;
 - Number of SAEKs reported to law enforcement agency but not sent to law enforcement within 30 days;
 - Number of SAEKs tested by forensic lab within a date range;
 - Number of days from date of SAEK arrival at lab to date lab report issued;
 - Average and median time between forensic medical exam and SAEK tested to completion in forensic lab within a date range;
 - Number of SAEKs at a lab not yet tested, by county; Number of SAEKs tested within a date range;
 - Report of SAEKs not tested to completion and number of days each SAEK has been at lab;
 - Number of DNA profiles entered into DNA database(s)

e. How the system will provide accessibility to authorized users in a web-based format.

f. How the proposal is accommodates the following:

- i. How the Respondent proposes to include SAEKs already in possession of jurisdictional law enforcement agencies in the system.
- ii. Information and resources the Respondent has available to train authorized users.

- iii. How the Respondent will provide assistance to test and implement the system.
- iv. How the Respondent provides support and maintenance to customers including, but not limited to, troubleshooting and other technical support, and software upgrades.
- v. Whether the system has the ability to interface with other systems already in use by authorized users' agencies including, but not limited to, police records system, laboratory information management systems.

h. Respondent will provide a timeline indicating when they will meet the following milestones:

- i. System built and functional.
- ii. Testing period.
- iii. Go-live date.

The Respondent must respond to specifications using the header of each specification. The Respondent must state "yes" or "no" to each specification in their proposal. By indicating "yes," a Respondent agrees it will comply with that specification throughout the full term of the resulting Contract, if the Respondent is successful. The Respondent must provide references, supportive materials and/or a clear description how Respondent will satisfy or incorporate each specification, to verify the Respondent's compliance with each specification. CVAD will evaluate and score these specifications in accordance with Section 5.

Section 5 Evaluation and Selection

5.1 Introduction

This section describes the evaluation process CVAD will use to determine which Proposal or Proposals provides the greatest benefit to CVAD and the State. CVAD will not necessarily award any Contract resulting from this RFP to the Respondent offering the lowest cost to CVAD. Instead, CVAD will award the Contract to the Responsible Respondent whose Responsive Proposal CVAD believes will provide the best value to CVAD and the State.

5.2 Evaluation committee

CVAD will use an evaluation committee to review and evaluate timely received Technical Proposals. The evaluation committee will present a recommendation in accordance with §5.8 below.

5.3 Technical Proposal evaluation criteria

All Technical Proposals will first be reviewed to determine if they comply with the specifications of this RFP. The Technical Proposals will then be evaluated and scored on the scored technical specifications described in §§ 5.4.1 and 5.4.2.

5.4 Technical Proposal scoring

The Evaluation Committee will award points for each criterion of the Technical Proposals as set forth below.

The maximum number of points available for the Technical Proposal is 10,600.

5.4.1 Scoring guide

The evaluation committee will evaluate the Technical Proposals using the following point system:

4	Contractor's Proposal or capability is exceptional and exceeds expectations for this criterion.
3	Contractor's Proposal or capability is superior and slightly exceeds expectations for this criterion.
2	Contractor's Proposal or capability is satisfactory and meets expectations for this criterion.
1	Contractor's Proposal or capability is unsatisfactory and contains multiple deficiencies for the criterion.
0	Contractor's Proposal or capability is not acceptable or is not applicable for this criterion.

5.4.2 **Technical Proposal Criteria.**

Each evaluation committee member will review the Technical Proposals and the evaluation criteria listed below by assigning a point total for each criterion. Each member will evaluate and score each criterion below by taking the weight of the criterion and multiplying it by the committee member's score (0-4) to arrive at a score for that criterion. Each member's points for all criteria will be added together to arrive at the member's total points for the Technical Proposal. The total scores awarded by each evaluation committee member for the Technical Proposal will be averaged to arrive at the final score for the Technical Proposal. The evaluation criteria, including maximum points that can be awarded, are as follows:

<u>Technical Proposal Criteria</u>	<u>Weight</u>	<u>Score (0-4)</u>	<u>Potential Maximum Points</u>
Respondent's justification for software selection	200		800
Compatibility of browsers with selection	50		200
Contractor's proposal for hosting system	25		100
Ad hoc reporting features	25		100
How the Proposal ensures the system will:			
Include required data elements for each SAEK	200		800
Allow authorized users variable functionality from editing rights to read-only rights.	150		600
Allow authorized users access and update status and location of each SAEK	200		800

Utilize barcode functionality for label creation and tracking	150		600
Allow authorized users to update the information about a SAEK with barcode scanner or keyboard	150		600
Allow survivors of sexual assault to anonymously view the status of their SAEK.	150		600
Be ADA Compliant	125		500
Establishing authorized users	75		300
Bulk upload of data to prepopulate information from SAEKs previously inventoried and tracked	150		600
Reporting Features	200		800
Accessibility in a web-based format	125		500
How the Proposal accommodates each of the following:			
Include of SAEKs already in possession of jurisdictional law enforcement agencies.	150		400
Information and resources for training users	100		400
How the Respondent will provide assistance to test and implement system	100		400
How the Respondent provides support and maintenance	100		400
Whether the system has ability to interface with other systems	25		100
Project timeline for implementation	100		400
Contractor Background and Experience			
Background and Experience of Contractor	150		600
Total Potential Score			10,600

5.5 Cost Proposal

CVAD is utilizing a federal grant to create the Sexual Assault Evidence Kit Tracking system and is limited to \$600,000 to cover the creation, full implementation of this system, and one additional year of ongoing support and maintenance. A successful, if any, respondent must fully create and implement the system within a timeframe satisfactory to CVAD, but in no event shall such timeframe exceed one year. CVAD anticipates that any grant funds remaining after creation and implementation will likely be used for costs of ongoing maintenance and support in year 2. The total combined costs for years 1 and 2 should not exceed this amount. Any potential ongoing costs for years 3-5 should be identified separately, by year. The Respondent's Cost Proposal shall

contain an all-inclusive, fully itemized, total cost in U.S. Dollars that reflects all of the following items, along with any additional costs not identified below:

5.5.1 Designing, developing, building and installing the Sexual Assault Evidence Kit Tracking system, incorporating all modules and specifications outlined in § 4.2.

5.5.2 Any initial, one-time, and/or ongoing licensing fees, subscription fees, user-fees, training fees or similar costs for each year of the 5 years available under the Contract.

5.5.3 If ongoing maintenance and support is necessary for a Respondent's proposed system, the Respondent must describe what is included in maintenance and support, and the costs, if any, for ongoing maintenance and support for each year of the five years potentially available under the Contract. If a Respondent does not believe ongoing maintenance and support of the system are necessary, the Respondent should explain why.

5.5.4 All other costs and expenses of Respondent, of any kind, associated with developing, delivering, providing, and maintaining the goods and services specified in this RFP for each of the five years available under the Contract, including but not limited to: all labor, materials, supplies, travel-related, equipment, supplies, personnel, training, utilities, indirect and administrative costs and all other costs and expenses of the Contractor. All pricing should be FOB destination.

Respondent assumes all liability for any errors or omissions with respect to its costs and expenses.

5.6 Scoring of Cost Proposals

The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any Respondent presentations. Only prospective Respondents who's Proposals are determined to be Responsive Proposals by the evaluation committee will be considered during the cost evaluation phase of the review process. Cost Proposal pricing will be scored based on a ratio of the lowest cost proposal versus the cost of each higher priced Contractor Proposal. Under this formula, the lowest Cost Proposal receives all of the points assigned to pricing. A Cost Proposal twice as expensive as the lowest Cost Proposal would earn half of the available points. Percentages and points will be rounded to the nearest whole value. The formula is:

Weighted Cost Score = (price of lowest Cost Proposal/price of each higher priced Cost Proposal) X (points assigned to pricing)

Example:

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

Respondent A: $\frac{\$35,000}{\$35,000} = 100\%$ receives 100% of available points for cost.

Respondent B: $\frac{\$35,000}{\$45,000} = 78\%$ receives 78% of available points for cost.

Respondent C: $\frac{\$35,000}{\$65,000} = 54\%$ receives 54% of available points for cost.

Total Points Assigned to Cost: 7,150.

5.7 Total Scores

Each Respondent's Technical Proposal points will be added to its Cost Proposal points, to obtain the total points awarded for the Proposal.

5.8 Recommendation of the Evaluation Committee

The Evaluation Committee will present a final ranking and recommendation(s) to the Division Director of CVAD. This recommendation may include, but is not limited to, the name of one or more Respondents recommended for selection or a recommendation that no Respondent be selected.

5.9 Decision of Director

The Director shall consider the evaluation committee's recommendation when making the final decision, but the Director is not bound by the recommendation. The Director may either accept or reject the recommended Respondent, or accept the Proposal of another Respondent, or elect not to select any Respondent. The decision of the Director shall be final and binding and shall constitute final agency action.

Section 6 Contractual Terms and Conditions

6.1 Contract Terms and Conditions

Any Contract(s) resulting from this RFP between CVAD and any Respondent(s) selected by CVAD shall be a combination of the specifications, terms and conditions of the RFP, the General Terms and Conditions for Service Contracts/Solicitations (“General Terms”) located at <https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf>, the offer of the Respondent contained in the Respondent’s Proposal (excluding any exceptions taken by Respondent in accordance with this Section 6.1 that are not accepted by CVAD specifically in writing and contained in the executed Contract), written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by CVAD. CVAD reserves the right either to award a Contract without further negotiation with any successful Contractor or to negotiate Contract terms with any selected Contractor if CVAD determines the best interest of the State would be served.

The Contract terms and conditions contained in the General Terms are not intended to be a complete listing of all Contract terms and conditions that may be deemed necessary by CVAD, but are provided only to assist Respondents with evaluating the costs associated with the RFP and any potential resulting Contract. All costs associated with complying with these requirements should be included in any pricing quoted by the Respondent.

By submitting a Proposal, each Respondent acknowledges its acceptance of the terms, conditions, and specifications contained in this RFP, including those contained in the General Terms, without change except as otherwise expressly stated in its Proposal. If a Respondent takes exception to any term, condition, specification or other provision of this RFP (including the General Terms), it must state the reason for the exception and set forth in its Proposal the specific Contract language it proposes to substitute in place of the excepted provision. If a Respondent takes exception to any term or condition contained in the General Terms, the Respondent must produce a redlined draft of the General Terms, and such redlined draft must clearly reflect all of Respondent’s exceptions thereto and all alternative language or other changes that Respondent specifically proposes to make to the General Terms. Exceptions and/or proposed changes that materially change the terms, conditions, specifications, or provisions of the RFP (including

the General Terms) may be deemed non-responsive by CVAD, as determined in its sole discretion, resulting in possible disqualification of the Respondent's Proposal. A Respondent's failure to state an exception to any term, condition, specification, or other provision of this RFP (including the General Terms) and propose alternative language in accordance with this Section 6.1 may be deemed by CVAD to constitute Respondent's acceptance thereof. Any term, condition, provision, or specification, to which a Respondent fails to take exception and propose changes in accordance with this Section 6.1 will not be subject to negotiation. A Respondent may not take exception to all of the provisions or terms contained in the General Terms. A Respondent may not state that it takes exception to any terms, conditions, specifications, or other provisions of the RFP to the extent any of the foregoing conflict with any terms or conditions contained in the Respondent's standard form contracts. A Respondent may submit its standard form contract(s) template for consideration in lieu of the General Terms. Any provision therein that conflicts with a provision in the General Terms will be superseded and replaced by the latter, unless otherwise agreed upon by CVAD. By submitting a Proposal in response to this RFP, Respondents acknowledge and agree that CVAD and any successful Respondent will be negotiating from and utilizing the General Terms, and will not be negotiating from or utilizing the successful Respondent's standard form contract(s). CVAD reserves the right to refuse to enter into a Contract with the successful Respondent for any reason, even after delivery of Notice of Award or Intent to Award a contract. CVAD further reserves the right to negotiate Contract terms with the successful Respondent(s).

6.2 Prohibited Contract Provisions

By submitting proposals in response to this RFP, Respondents acknowledge and agree that any contract(s) resulting from this RFP will not contain or incorporate the following types of provisions:

- a. Provisions that require CVAD to indemnify, hold harmless or defend the Respondent or any party, person or entity.
- b. Provisions that: (1) are not permitted or authorized by any laws, rules or regulations applicable to CVAD; or (2) establish or impose any duties or obligations on CVAD that are not permitted or authorized by any laws, rules or regulations applicable to CVAD.
- c. Provisions that: (1) limit the liability of the Respondent or any party, person or entity for specified types of damages (including, without limitation, consequential, indirect, direct, incidental, special, punitive, exemplary, loss of business, lost profits, lost revenues, business interruption, loss or corruption

of business information or data, etc.); (2) establish a cap on or otherwise limit the amount of damages for which the Respondent or any party, person or entity could be held liable under an agreement; (3) establish sole and exclusive remedies, or (4) otherwise limit any remedies or legal recourse that may be available to CVAD or the State of Iowa.

- d. Confidentiality or nondisclosure provisions that conflict with, violate or are otherwise contrary to applicable laws such as Iowa Code chapter 22 (open records), or CVAD's obligations under such laws.
- e. Payment and interest (for overdue payments or late fees) provisions that conflict with or are contrary to Iowa law, such as Iowa Code section 8A.514, or any provisions that establish penalties for nonperformance by CVAD.
- f. Provisions that limit the time period during which CVAD or the Iowa Attorney General's office may bring an action against the Respondent, or any party, person or entity, or that otherwise waive, limit or negate any legally available rights.
- g. Provisions that: (1) require CVAD to comply with laws that are not applicable to the State and its agencies, governmental entities and officials; (2) provide that the laws of any state other than Iowa shall govern the agreement; (3) contractually establish exclusive jurisdiction or venue in courts in any state or jurisdiction other than Iowa; and (4) provide that all or any disputes will be decided through binding arbitration or other alternative dispute mechanisms.
- h. Indemnification provisions (in which the Respondent or any other person or entity is indemnifying CVAD) that allow the Respondent or such other person or entity to defend CVAD and have sole control over the defense and settlement of any claims against CVAD.
- i. Provisions that would require CVAD to waive any immunity to suit or liability or irrevocably waive sovereign or governmental immunity, or any defenses available to CVAD under Iowa or Federal law. This is not intended to eliminate waivers of immunity that presently exist via statute (e.g., chapter 669 relating to tort claims) or case law (e.g., the State, by entering into a contract, waives its defense of governmental immunity and may be sued for breach of contract).

6.3 Term

The initial term of any Contract entered into between CVAD and a selected Respondent will be for three years from the date the Contract is executed, unless terminated earlier in accordance with the terms of the Contract. After expiration of the initial term, CVAD shall have the option to extend/renew the Contract for up to

seven (7) additional one-year renewal terms, upon the same terms and conditions set forth in the Contract. The decision to extend the Contract will be at the sole option of CVAD and may be exercised by CVAD by providing written notice to the Respondent.

Attachment 1
Certification Letter

[Date]

Robert Hamill, Issuing Officer
Iowa Department of Justice, Crime Victim Assistance Division
Lucas State Office Building
321 E. 12th Street
Des Moines, Iowa 50319
robert.hamill@ag.iowa.gov

Re: **Sexual Assault Evidence Kit Tracking and Reporting System**
Request for Proposal
RFP No. 2020-01
PROPOSAL CERTIFICATIONS

Dear Mr. Hamill:

I certify that the contents of the Proposal submitted on behalf of **[Name of Respondent]** (“Respondent”) in response to the Iowa Department’s for Request for Proposal Number 2020-01 for a Sexual Assault Evidence Kit Tracking and Reporting System (“RFP”) are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Certification of Independence

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

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

2. Respondent has developed the Proposal independently, without consultation, communication, or agreement with any other contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, Respondent has not and will not knowingly disclose, directly or indirectly, information found in the Proposal before CVAD's issuance of the Notice of Intent to Award the contract.
4. Respondent has not attempted to induce any other Respondent to submit or not to submit a Proposal for the purpose restricting competition.
5. No relationship exists or will exist during the contract period between Respondent and CVAD or any other State of Iowa entity that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Respondent nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal agency or State agency; (b) have, within a three year period preceding this Proposal, been convicted of, or had a civil judgment rendered against them for: commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for, or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which CVAD 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, CVAD may pursue available remedies including debarment of the Respondent, or suspension or termination of the contract.

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

Sincerely,

[Name and Title]

Attachment 2
Authorization to Release Information Letter

[Date]

Robert Hamill, Issuing Officer
Iowa Department of Justice, Crime Victim Assistance Division
Lucas State Office Building
315 E. 12th Street
Des Moines, Iowa 50319
robert.hamill@ag.iowa.gov

Re: **Sexual Assault Evidence Kit Tracking and Reporting System**

RFP No. 2020-01

AUTHORIZATION TO RELEASE INFORMATION

Dear Mr. Hamill:

[Name of Respondent] (“Respondent”) hereby authorizes the Iowa Department of Justice, Crime Victim Assistance Division (“CVAD”) or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to Request for Proposal Number 2020-01 (“RFP”).

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

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

Respondent authorizes representatives of CVAD and the Evaluation Committee to contact any of the persons, entities, and references that are, directly or indirectly, listed, submitted, or referenced in the Respondent's Proposal submitted in response to the RFP.

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

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

Sincerely,

[Printed Name of Respondent Organization]

[Name and Title of Authorized Representative]

Date

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

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

1. Confidential Treatment Is Not Requested

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

2. Confidential Treatment of Information is Requested

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

Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Respondent to respond to inquiries by the CVAD 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 CVAD 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 CVAD 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, CVAD 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, CVAD 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 CVAD's acceptance of Respondent's submission does not guarantee the CVAD will grant Respondent's request for confidentiality. CVAD 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 <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Respondent must justify why the information should be kept in confidence.	Respondent must explain why disclosure of the information would not be in the best interest of the public.	Respondent must provide the name, address, telephone, and email for the person at Respondent's organization authorized to respond to inquiries by the CVAD 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

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 from the date that CVAD receives the invoice?

What discount will you give for payment in 30 days from the date that CVAD receives the invoice?

Cost Proposal

Respondent's Cost Proposal shall include an 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 payment within the 60-day period specified and allowed under Iowa Code section 8A.514. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

Deliverable Item	Firm US Dollars
TOTAL COST:	