

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information

RFP Number	005-RFP-0544-2024	Title of RFP	Insurance Consultant & Related Risk Management Services
Agency	Iowa Department of Administrative Services (DAS)		
Number of years of the initial term of the contract	2	Number of possible annual extensions	4
Available to other State agencies?	Yes		
Available to Political Subdivisions?	No		
State Issuing Officer: Craig Trotter Phone: 515-322-8593 E-mail: craig.trotter@iowa.gov			
PROCUREMENT TIMETABLE—Event or Action			Date/Time (Central Time)
State Posts Notice of RFP on TSB website			Oct 18, 2023 @ 7:00AM
State Issues RFP			Oct 20, 2023 @ 7:00AM
RFP written questions, requests for clarification, and suggested changes from Consultants due			Oct 31, 2023 @ 1:00PM
Follow-up RFP written questions, requests for clarification, and suggested changes from Consultants due (no questions accepted or responded to after this date)			Nov 7, 2023 @ 1:00PM
Proposals Due			Nov 17, 2023 @ 2023
Relevant Websites			
Internet website where Addenda to this RFP will be posted http://bidopportunities.iowa.gov and IMPACS Electronic Procurement System .			
Internet website where contract terms and conditions are posted https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf			
Firm Proposal Terms			
The minimum number of days following the deadline for submitting proposals that the Consultant guarantees all proposal terms, including price, will remain firm is 120 Days.			

SECTION 1 INTRODUCTION

1.1 Purpose

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

1.2 Definitions

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

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

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

“Contractor” means the awarded business/person to provide the contractual services agreed upon.

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

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

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

“Consultant” person with education and or experience which uniquely qualifies him or her to perform some specialized service for the using Agency. Also, **expert**.

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

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

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

“State” means the State of Iowa, the Agency, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

1.3 Overview of the RFP Process

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

Consultant should review Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked "Confidential" or "Proprietary" on every page may be disqualified.

It is the Agency's intention to evaluate Proposals from all Consultants that submit timely Responsive Proposals, and award the Contract(s) in accordance with evaluation and selection criteria provided in this RFP.

1.4 Background

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

The State has used Insurance Agent and Insurance Broker services for:

1. Property Casualty insurance (Building and Contents) for 2 Iowa Workforce Development buildings in Des Moines.
2. Auto or Special vehicle insurance (high value filming truck) for Iowa Public Television.
3. Builder's Risk insurance for several State projects.
4. Employee Dishonesty insurance covering State employees.

SECTION 2 ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

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

2.2 Restriction on Communication

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

2.3 Downloading the RFP from the Internet

The RFP and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/> and [IMPACS Electronic Procurement System](#). The Consultant is advised to check the website periodically for addenda to this RFP, particularly if the Consultant downloaded the RFP from the Internet as the Consultant may not automatically receive addenda. It is the Consultant's sole responsibility to check daily for addenda to posted documents.

2.4 Procurement Timetable

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

2.5 Questions, Requests for Clarification, and Suggested Changes

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

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

2.6 Amendment to the RFP

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

2.7 Amendment and Withdrawal of Proposal

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

2.8 Submission of Proposals

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

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

2.9 Proposal Opening

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

2.10 Costs of Preparing the Proposal

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

2.11 No Commitment to Contract

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

2.12 Rejection of Proposals

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

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

2.13 Nonmaterial Variances

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

2.14 Reference Checks

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

2.15 Information from Other Sources

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

2.16 Verification of Proposal Contents

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

2.17 Proposal Clarification Process

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

2.18 Disposition of Proposals

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

2.19 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code chapter 22. Consultants 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 Consultant as non-confidential records unless Consultant requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.20 Copyright Permission

By submitting a Proposal, the Consultant 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 Consultant consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.21 Release of Claims

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

2.22 Consultant Presentations

Consultants may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Consultant to illustrate the Consultant's Proposal. The presentation shall not materially change the information contained in the Proposal.

2.23 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Consultant offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Consultant(s) whose Responsive Proposal the agency believes will provide the best value to the Agency and the State.

2.24 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Consultants 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 Consultant 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 Consultant the Agency believes will provide the best value to the State.

2.25 No Contract Rights until Execution

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

2.26 Choice of Law and Forum

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

2.27 Preference

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

2.28 Restrictions on Gifts and Activities

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

2.29 No Minimum Guaranteed

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

2.30 Post Solicitation Debriefing

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

2.31 Appeals

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

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

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

3.1.1 The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such as separate files. The files shall be labeled with the following information:

005-RFP-0544-2024 – Consultant Name – Technical Proposal

005-RFP-0544-2024 – Consultant Name – Cost Proposal

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

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

005-RFP-0544-2024 – Consultant Name – Public Copy

3.1.4 Proposals shall not contain promotional or display materials.

3.1.5 Attachments shall be referenced in the Proposal.

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

3.2 Technical Proposal

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

Exhibit 1 - Transmittal Letter (Required)

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

Exhibit 2 - Executive Summary

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

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

Exhibit 3 - Firm Proposal Terms

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

Exhibit 4 - Consultant Background Information

The Consultant shall provide the following general background information:

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

Exhibit 5 - Experience

The Consultant must provide the following information regarding its experience:

- Number of years in business.
- Number of years of experience with providing the types of services sought by the RFP.
- The level of technical experience in providing the types of services sought by the RFP.
- A list of all services similar to those sought by this RFP that the Consultant has provided to other businesses or governmental entities.

Exhibit 6 - Personnel

The Consultant 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:

- Full Name.
- Education.
- Years of experience and employment history particularly as it relates to the specifications of the RFP.

Exhibit 7 - Termination, Litigation, and Debarment

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

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

- Describe any damages or penalties assessed against or dispute resolution settlements entered into by Consultant under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Consultant to engage in any business, practice or activity.
- A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Consultant or its officers have been a party.
- Any irregularities discovered in any of the accounts maintained by the Consultant 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 Consultant. Consultant 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 Consultant, following execution of the Contract.

Exhibit 8 - Criminal History and Background Investigation

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

Exhibit 9 - Acceptance of Terms and Conditions

By submitting a Proposal, Consultant 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 Consultant takes exception to a provision in the RFP, it must submit the exception as a question. State the reason for the exception, and set forth in its question the specific RFP language it proposes to include in place of the provision. If the Agency determines that any changes will be made resulting from the questions asked, the Agency will communicate such changes in an RFP addendum. For exceptions to General Terms and Conditions, Consultant must download terms, redline and state the reason for the exception and the specific contract language the Consultant proposes to include in place of the provision. Consultant shall upload a redlined version of the terms and conditions document. If Consultant's exceptions or responses materially alter the RFP, or if the Consultant submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

Exhibit 10 – Policies Included in the Program

At the Agency's discretion, policies may be added to or removed from the program, at the appropriate time, without any penalty to the State. The State shall not guarantee any minimum annual purchase volumes. Consultant agrees and understands?

Exhibit 11 – Primary Contact

The Consultant shall be the primary contact. The Consultant and the State will be jointly responsible for the overall success of the program. **Consultant's resume which is to be submitted with their proposal is to include any and all professional designations (like CIC, CPCU), and also what they have done to continue their insurance education (seminars for example).**

Exhibit 12 – Response Time

Under normal circumstances, Consultant will respond to Agency's inquiries no later than the next business day. Consultant agrees and understands?

Exhibit 13 – Reports

Consultant shall describe and explain any types of reports that may be useful.

Exhibit 14 – Invoicing/Payment

Consultant shall comply with State code regarding payment terms (reference terms and conditions per link in RFP cover page). Consultant shall describe any quick payment discounts available, methods of payment that can be accepted (EFT, purchasing card, warrant, etc.).

Combined invoices of multiple State Agencies will not be accepted. Consultant shall invoice each State Agency separately and provide all supporting documentation such as serial numbers, vehicle identification number, etc.

Exhibit 15 – Performance, Approach, Methods

Consultant shall meet quarterly, with the State’s designated contact, to review coverage, discuss opportunities for improvements or new strategies, and schedule activities. Describe your approach and methods to accomplish this and to maximize savings under the program throughout the life of the contract.

Iowa Code Section 8.47, The Accountable Government Act, requires that the terms and conditions of service contracts shall include the following:

- 1) The amount or basis for paying consideration to the party based on the party’s performance under the service contract.
- 2) Methods to effectively oversee the party’s compliance with the service contract.
- 3) Methods to effectively review performance of a service contract.

Exhibit 16 – Costs

The Consultant must respond on Cost Proposal with either a fixed dollar fee, or a fixed percentage fee (of the annual premium cost), for each sourcing, for each respective type of insurance listed in the Cost Proposal.

Exhibit 17 – Adjustment to Fees

Adjustments to the fee may be considered during the annual renewal process. The State shall not be liable to the Consultant for any other costs unless mutually agreed upon in advance.

Exhibit 18 – References

Name, phone number and email address for two (2) customers or clients that can attest to the expertise of the Consultant, successful results, and responsiveness, in securing each type of insurance as shown on the Cost Proposal.

Exhibit 19 – State Government Experience

Explain the experience you have with recommending and sourcing insurance for State governments.

Exhibit 20 – Errors and Omissions Coverage

Provide the dollar amount of Errors and Omissions coverage the Consultant currently has.

Exhibit 21 – Access to Qualified Insurance Companies

Provide the names and locations of any and all insurance companies (“Admitted for Iowa”) which are A- rated, which provide the type(s) of insurance in the Cost Proposal that Consultant does have access to directly or indirectly, for obtaining a competitive quote.

3.3 Cost Proposal

The Consultant shall provide its Cost Proposal in a separate file for the proposed goods and/or services. All prices are quoted pursuant to the terms and conditions of this RFP. Consultant’s Cost

Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices) for the proposed services. All pricing to be FOB Destination, freight cost, and all expenses included; and based on Net 60 Days Payment Terms. Cost proposals must include the following:

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

3.3.1 Consultant Discounts

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

3.3.1.1 Prompt Payment Discount

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

3.3.1.2 Cash Discount

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 - SPECIFICATIONS

Overview

The successful Consultant shall provide the goods and/or services to the State in accordance with the specifications and technical specifications as provided in this Section. The Consultant 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, Consultant 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 Consultant. Proposals must identify any deviations from the specifications of this RFP or specifications the Consultant cannot satisfy. If the Consultant deviates from or cannot satisfy the specification (s) of this section, the Agency may reject the Proposal.

4.1 Mandatory Requirement

All items listed in this section are Mandatory Requirements (will not be waived by the State/Agency). A pass/fail evaluation will be utilized for these requirements. Consultants must mark either “yes” or “no” to each requirement in their Proposals. A “no” response will result in rejection of the proposal. By indicating “yes” a Consultant agrees that it shall comply with that requirement throughout the full term of the Contract, if the Consultant is successful. In addition, if specified by the requirements or if the context otherwise requires, the Consultant shall provide references and/or supportive materials to verify the Consultant’s compliance with the requirement. The Agency shall have the right to determine whether the supportive information and materials submitted by the Consultant demonstrate that the Consultant will be able to comply with the Mandatory Requirements. If the Agency determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Requirements, the Agency will reject the Proposal.

1. Consultant is authorized to do business in the State of Iowa and agrees to comply with all applicable laws, ordinances, rules, regulations and orders of the State or public bodies having jurisdiction affecting the services provided. _____ Yes _____ No.
2. Consultant has the ability to obtain quotes from three or more insurance companies (“Admitted for Iowa”) rated A- or better (AM Best) and authorized to do business in the State of Iowa, for each type of insurance listed on the Cost Proposal Template. _____ Yes _____ No.
3. The Consultant has disclosed in their Cost Proposal all the compensation they will receive from insurers (or any 3rd parties) if the State places its insurance business there, for each type of insurance shown on the cost proposal template. _____ Yes _____ No.
4. Consultants fee, whether a stated dollar fee or % of premium fee, shall include providing input regarding coverage changes, alternatives, improvements, corrections to the State’s current insurance policies to comply with laws / regulations, assist the State in developing quote specifications, and obtaining competitive quotes for the respective type of insurance. _____ Yes _____ No.

5. Consultant agrees that all recommendations put forth shall be in the State's best interests. _____ Yes _____ No.
6. Consultant shall offer independent advice, free of the financial conflict of interest of Brokers and/or Agents. Consultant shall not engage in any activities which would be in conflict with providing (best practices) insurance and risk management services to the State of Iowa. In the event circumstances change that result in a conflict of interest, Consultant shall notify the State without delay. However, Consultant may still work through Brokers and or Agents in order to source coverage for the State. _____Yes _____ No.

SECTION 5 EVALUATION AND SELECTION
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5.1 Introduction

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

5.2 Evaluation Committee

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

5.3 Technical Proposal Evaluation and Scoring

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Consultants in accordance with this Section. In addition to other RFP requirements, to be deemed a Responsive Proposal, the Technical Proposal must:

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

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

5.4 Cost Proposal Scoring

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

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

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

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

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

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

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

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

5.5 Tied Score and Preferences

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

SECTION 6 CONTRACT TERMS AND CONDITIONS

6.1 Contract Terms and Conditions

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

The Contract terms and conditions in this Section 6, the General Terms and Conditions to the extent referenced and linked to on the RFP cover page, and/or any Terms and Conditions attached to and accompanying this RFP as an attachment hereto, will be incorporated into the Contract. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Consultants to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Consultant.

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

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

- 6.1.1** Issue a Notice of Intent to Award in favor of the successful Consultant, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Consultant in its Proposal;
- 6.1.2** Issue a Notice of Intent to Award in favor of the successful Consultant, and identify in the Notice proposed modifications to terms and conditions identified by the Consultant in its Proposal with which the agency will or will not agree or further negotiate;

6.1.3 Enter open-ended negotiations with the successful Consultant; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Consultant in its Proposal;

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

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

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

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

6.2.1 Indemnification

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

6.2.2 Limitation of Liability

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

6.2.3 Jurisdiction and Venue

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

another state, and cannot agree to participate in any form of alternative dispute resolution.

6.2.4 Confidentiality

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

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

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

6.3 Special Terms and Conditions

6.3.1 Term Length

The Contract shall have an initial term of two (2) years, beginning on the date of contract execution (the “**Effective Date**”). At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of four (4) additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term.

6.3.2 Payment Terms

6.3.2.1 Payment Methods

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

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

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

https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_automation_form.pdf

6.3.2.3 State Warrant

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

6.3.2.4 Credit card or ePayables

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

by the State of Iowa's Terms of Pcard Acceptance. Consultants must provide a statement regarding their ability to meet the requirements of this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

6.3.2.5 Terms and Conditions for State of Iowa Purchasing Cards

The State of Iowa shall pay Contractor's invoices using its Purchasing Card Program (Pcard) whenever possible. The Pcard is a VISA credit card issued by U.S. Bank to allow authorized employees to make purchases on behalf of the State. It is a faster, more convenient alternative to traditional invoicing and remittance processing, allowing US Bank to pay the Contractor directly, generally within 48 hours of the transaction. Contractor shall comply with security measures for Pcard payments including:

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

6.3.2.6 Payment Terms

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

6.3.2.7 Consultant Discounts

Consultants shall state in their Cost Proposals whether they offer any payment discounts.

6.3.2.8 Prompt Payment Discount

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

6.3.2.9 Invoices

Any invoices submitted must comply with applicable rules concerning payment of claims, including but not limited to those set forth at Iowa Administrative Code chapter 11—41.

6.3.3 Insurance

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

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

Acceptance of the insurance certificates by the Department shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

6.3.4 Performance Security

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

6.3.5 Quarterly Report

The Contractor shall provide an electronic detailed quarterly report on all sales made under this agreement within the State of Iowa via E-Mail to the Iowa Department of Administrative Services, Central Procurement, Attn: Craig Trotter, craig.trotter@iowa.gov. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Consultant proposals must include a sample report and a description of the reporting that will be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

6.3.6 Administrative Fee

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

6.4 Order of Precedence

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