

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	CJIS (Criminal Justice Information Systems) Project Management and Technical Consulting Services and Support for CJIS projects	RFP Number:	1220379001
Agency:	Dept. of Administrative Services on behalf of Iowa Dept. of Human Rights		
State seeks to purchase:	Project Management and Technical Consulting Services and Support for CJIS projects	Available to Political Subdivisions?	No
Number of mos. or yrs. of the initial term of the contract:	2 years	Number of possible annual extensions:	4
Approximate initial contract term beginning:	Date: Oct. 1, 2019	Approximate Ending:	Date: Sept. 30, 2021
State Issuing Officer:			
Name: Ken Discher			
Phone e-Mail and Fax: P: (515) 281-6380 email: ken.discher@iowa.gov F: (515) 725-2064			
Mailing Address: Department of Administrative Services Central Procurement and Fleet Services Enterprise Hoover Bldg – Level 3 1305 E Walnut St Des Moines, IA 50319			
PROCUREMENT TIMETABLE—Event or Action:		Date/Time (Central Time):	
State Posts Notice of RFP on TSB website		Date: June 19, 2019	
State Issues RFP		Date: June 21, 2019	
Pre-Proposal Conference Date and Location: Thurs., July 11 from 1:30 – 3:30pm (CDT) State of Iowa Lucas Building – Room 201 321 E. 12 th St. Des Moines, IA Is Pre-Proposal Conference mandatory? No		Date: July 11, 2019 Time: 1:30 – 3:30pm (CDT)	
RFP written questions, requests for clarification, and suggested changes from Contractors due: (email questions, etc., to: Ken.Discher@iowa.gov) Agency’s written response to RFP questions, requests for clarifications and suggested changes approximate posting date:		Date: July 17, 2019 Date: July 24, 2019	
Proposals Due Date:		Date: Aug. 21, 2019	
Proposals Due Time:		Time: 3 PM Central	
Approximate Date to issue Notice of Intent to Award:		Date: Sept. 12, 2019	
Approximate Date to execute contract:		Date: Oct. 7, 2019	

Relevant Websites:	Web-address:	
Internet website where Addenda to this RFP will be posted:	http://bidopportunities.iowa.gov/	
Internet website where contract terms and conditions are posted:	http://bidopportunities.iowa.gov/	
Number of Copies of Proposals Required to be Submitted:	1 Original, 1 Digital, & 2 Copies	
Firm Proposal Terms Per Section 3.2.11, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:	180 Days	

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SECTION 1 INTRODUCTION

1.1 Purpose

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

1.2 Definitions

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

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

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

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

“Agency” or “Department” means the Iowa Department of Administrative Services.

“General Terms and Conditions” means the General Terms and Conditions for Services sections of the RFP.

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

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

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

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

1.3 Overview of the RFP Process

This RFP is designed to provide Contractors 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 Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Contractor 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.

Contractors will be required to submit their Proposals in hardcopy and on digital media (i.e. CD, USB drive, etc.). It is the Agency’s intention to evaluate Proposals from all Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

1.4 Background Information

The Iowa Division of Criminal and Juvenile Justice Planning (CJJP) is a division within the Department of Human Rights, a state agency within the Executive Branch of government. CJJP is authorized to coordinate and provide support for Iowa’s Criminal Justice Information System (CJIS) integration initiative.

Using a centralized computer system that meets or exceeds all federal and state security requirements, CJIS is a seamless, real-time, electronic information sharing “system of systems” for members of the justice community in Iowa. Historically, criminal justice information systems have been developed in isolation, resulting in independent systems that may share many common data concepts without being able to effectively communicate. Iowa’s CJIS Project was created out of the need for these systems to share information and work product in a timely, secure, accurate, and comprehensive manner. As criminal justice information sharing is a high priority of federal law enforcement agencies, the CJIS system has adopted national standards that effectuate its design to enable the timely, efficient, and automated sharing of information within and between criminal justice entities at the state, local, and national levels. Sharing is accomplished without sacrificing the independence of criminal justice entities and without forcing them to incur costly upgrades to their distinct technological architectures.

All 99 counties in Iowa are connected to CJIS. The system has grown to include information exchanges between the Judicial Branch, Department of Corrections, Department of Transportation, Department of Public Safety, Department of Natural Resources, Secretary of State, Attorney General, and the Department of Human Services, as well as county attorney offices in fifty-six (56) Iowa counties. A current project underway will expand the reach of CJIS to include the State Public Defender. These entities are all CJIS “endpoints” connected through the central CJIS Enterprise Service Bus (ESB).

In a typical month, CJIS performs approximately 390,000 separate secure information exchanges between these justice entities. State, county, and local agencies have come to rely on CJIS for their business practices in order to make their agencies more effective and efficient, and to better serve the public.

CJIS must maintain its existing information exchanges that are part of the daily business process and workflow of the CJIS endpoints, but also explore and develop new exchanges requested by these justice partners to continue the mission of (1) eliminating information errors and redundant data entry, and (2) improving operational efficiency.

Technical Background Information

The CJIS Enterprise Service Bus (ESB) is based on Oracle's Fusion Middleware Service-Oriented Architecture (SOA). The CJIS ESB interfaces with a variety of webservices at its endpoints, which are built with various technologies including Microsoft IIS (.Net), Oracle, and Java. Data passing through the CJIS ESB is physically housed at DPS on our Oracle Database Appliance (ODA). CJIS does not store or retain data beyond 60-90 days when it is kept for auditing and validation. Data in transit is encrypted and digitally signed to the Federal Information Processing Standard (FIPS). CJIS also built and maintains server Java-based applications that allow for the updating and maintenance of all criminal charge codes used throughout the state and real time updates to CJIS partners when code changes are made and new codes enacted. An additional Java application allows for the Attorney General's Office to manage hearing order updates for cases they are handling.

In our ongoing endeavor to keep CJIS secure, supported, and reliable with 24/7 availability, we are currently upgrading from Oracle 11g to Oracle 12c. This upgrade included the replacement of an end-of-life Oracle ODA with a newer, supported version. These upgrades ensure that CJIS has the necessary software patches and support along with a disaster recovery system and real-time backup.

Our current vendor is responsible for:

- (1) completing a Service Specification Package for new exchanges,
- (2) developing and maintaining the endpoints of CJIS exchanges,
- (3) testing new exchanges,
- (4) deploying new exchanges,
- (5) offering go-live support for new exchanges,
- (6) rolling out new exchanges and exchange updates to endpoints, and
- (7) offering production support on all exchanges in production during the contract period including but not limited to:
 - a. trouble-shooting and software fixes
 - b. upgrades to expand functionality
 - c. updates to meet new or changed policy requirements
 - d. ongoing education and support of endpoint developers on CJIS exchange architecture
 - e. ongoing education and support of CJIS staff and CJIS Advisory Committee members.

1.5 RFP Goals and Objectives

The State of Iowa, CJPJ, seeks a qualified contractor familiar with the justice system in Iowa, criminal justice information exchange solutions, and technological applications, to provide project management and technical services relative to maintaining and expanding use of Iowa's CJIS exchange broker (enterprise service bus).

CJIS has **twenty-five (25) active, existing exchanges** (see following three lists) that require varying levels of attention and maintenance. A summary of all existing exchanges including path, purpose, and volume, is provided as a supporting document (attached at end of this RFP as, "Attachment #6 - CJIS Exchange Overview"). We are seeking a contractor that can provide these levels of support for the maintenance of our existing exchanges.

Exchanges requiring high-level maintenance, 24/7 support, and trouble-shooting:

- *Hearing Order Judicial → County Attorneys
- Traffic Citations (ECCO) Law Enforcement (TraCS) → Judicial
- Criminal Complaint Law Enforcement (TraCS) → Judicial + County Attorneys
- Protective Order Judicial → Dept. of Public Safety
- Protective Order Served Judicial or Dept. of Public Safety → AG Crime Victim
- Pre-Sentence Investigation Judicial → Dept. of Corrections
- Pre-Sentence Report Dept. of Corrections → Judicial

Exchanges requiring moderate maintenance and endpoint support:

- Traffic Convictions Judicial → Dept. of Transportation
- Court Disposition Judicial → Polk County Sheriff
- Disposition Matching Judicial → Dept. of Public Safety
- *Offender Release Dept. of Corrections → County Attorney
- *Victim Information County Attorney → Dept. of Corrections
- *Victim Transfer Dept. of Corrections → County Attorney
- Sex Offender Updates Dept. of Corrections → Division of Criminal Investigation
- Sex Offender Updates (reverse) Division of Criminal Investigation → Dept. of Corrections
- Master Charge Code Table CJIS → Multiple Endpoints
- *County Attorney Charge Code CJIS → County Attorneys

Exchanges requiring low maintenance and infrequent support:

- Justice Data Warehouse Judicial → Justice Data Warehouse
- *Court Notice Judicial → County Attorneys
- Mental Health Orders Judicial → National Instant Check System (NICS)
- Juvenile Casework Judicial → Dept. of Human Services
- Felon File Judicial → Secretary of State
- Notice of Appeal Judicial → Attorney General
- Offender Query DPS → DOC → DPS
- AG Hearing Order Judicial → Attorney General

* NOTE-Above Starred Line Items. These 6 exchanges (as well as Trial Information, listed below, in development) are part of a suite of exchanges used by 56 county attorney offices. In addition to any trouble-shooting of problems that need to be resolved for a specific county, our vendor is also expected to do a full roll-out to these 56 offices for any new county attorney exchanges developed (i.e. Trial Information) or any significant upgrades to existing exchanges, as needed. If an additional county attorney office wishes to use the CJIS system, our vendor is expected to connect their system to this suite of exchanges.

CJIS seeks a contractor that can complete exchanges currently in development. CJIS has three (3) such **exchanges in active development**, including:

- *Trial Information County Attorney → Judicial
- Public Defender Court Notice Judicial → Public Defender
- Judicial Hotfile Queries Judicial → Dept. of Public Safety → Judicial

The Trial Information exchange will transmit data from county attorney offices to the courts. Currently, county attorneys typically create a Trial Information (charging document) within their

case management system (most use ProLaw or Judicial/Dialog). The county attorney then saves the document and logs on to a separate electronic filing system (eFlex) in order to file the charging document with the courts. Once developed, this exchange would streamline the process by allowing the county attorney to file the Trial Information directly from their case management system, bypassing the need for eFlex for this filing. The development work on this exchange has been mostly completed by the current vendor, but once the endpoint development is complete, this exchange will require user acceptance testing, deployment, and go-live support.

The Public Defender Court Notice exchange will be the first with the State Public Defender, and will be similar to the Court Notice exchange that county attorneys already utilize. This exchange will transmit data from the courts to one of eighteen (18) public defender offices in the state. Currently, public defender offices manually enter all new case information into their case management system (iDOCIT). Once developed, this exchange would automatically send new case information (i.e. case number, defendant information, charges) to the public defender once their office has been indexed on a case in eFlex. The development work on this exchange is in progress, and to complete the exchange, will require working closely with the iDOCIT developer at the Iowa Office of the Chief Information Officer, which has been contracted to assist with this exchange.

The Judicial Hotfile Query exchange improves upon a current system of queries by judges to the Department of Public Safety. Judges are currently able to run a search for a defendant in his/her courtroom to quickly determine whether the defendant has any active warrants or no-contact orders against them. However, the search results are pulled from a daily batch file and the results may be 24 hours old. Once developed, this exchange would pull live, real-time results to the judges' query from DPS, so the information returned will be the most current available. This exchange is in the beginning stages of development, and will involve utilizing the existing queries into the DPS IOWA system and building on top of that to achieve the real-time results.

CJIS seeks a contractor that can continue developing new exchanges. The **next exchange priorities** include:

- Sheriff Return of Service Sheriff (Civil Serve software) → Judicial
- Juvenile Complaints Law Enforcement (TraCS) → Juvenile Court Officers

The Sheriff Return of Service exchange, once developed, will allow sheriff's offices to directly file their Return of Service document from the software application where that document is generated. Currently, sheriffs use a program to generate a Return of Service document (one common program is called CivilServe from Tyler Technologies). Then, they log on to the Eflex site and file the Return of Service on the specific case. This is an onerous process for counties that process large numbers of Returns of Service. Sheriff's offices would like to file these documents directly from their CivilServe (or similar) program. This exchange will involve working with Tyler Technologies (and possibly other companies) to develop a conduit between the software and the courts for direct filing.

The Juvenile Complaints exchange, once developed, will transmit juvenile delinquency complaints to Juvenile Court Officers in a manner similar to the exchange currently used to deliver adult criminal complaints and citations from law enforcement to the courts. Juvenile complaints are typically created using Iowa's TraCS system.

In general, a vendor will work in conjunction with the CJIS Coordinator to identify and seek out new opportunities for exchanges. Typically, criminal justice agencies approach CJIS with ideas and requests for new exchanges. That said, a successful vendor will have an understanding of Iowa's criminal and juvenile justice systems and will likely see new opportunities to develop exchanges as they arise. The vendor will be expected to participate in early meetings (by phone or in person) to determine the scope and feasibility of any new proposed exchange. Once CJIS decides to move forward with an exchange, the first step is for the vendor to develop a Service Specification Package (SSP) for the project.

SECTION 2 ADMINISTRATIVE INFORMATION
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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, Contractors may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Contractors may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

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

2.3 Downloading the RFP from the Internet

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

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 Contractor submissions, the Agency will issue an addendum to the RFP.

2.5 Pre-Proposal Conference

If the RFP cover sheet indicates a pre-proposal conference will be held in conjunction with this RFP, it will be held at the date, time, and location listed on the RFP cover sheet. The purpose of the pre-proposal conference is to discuss with prospective Respondents the work to be performed and allow prospective Respondents an opportunity to ask questions regarding the RFP. Oral discussions at the pre-proposal conference shall not be considered part of the RFP unless confirmed in writing by the Agency and incorporated into this RFP. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. A copy of the questions and answers will be posted in the form of an addendum at: <http://bidopportunities.iowa.gov/>.

2.6 Questions, Requests for Clarification, and Suggested Changes

Contractors are invited to submit written questions and requests for clarifications regarding the RFP. Contractors may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer 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, Contractor shall reference the page and section number(s). The Agency will plan to send and post the written responses to questions, requests for clarifications, or suggestions received from Contractors on before the date listed on the RFP cover sheet. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

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

2.7 Amendment to the RFP

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

2.8 Amendment and Withdrawal of Proposal

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

2.9 Submission of Proposals

The Agency must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Proposals Due" date 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 Contractor.** Contractors sending Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Contractor's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

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

2.10 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Contractors who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Contractors

who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.11 Costs of Preparing the Proposal

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

2.12 No Commitment to Contract

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

2.13 Rejection of Proposals

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

2.13.1 The Contractor fails to deliver the Cost Proposal in a separate envelope.

2.13.2 The Contractor acknowledges that a mandatory specification of the RFP cannot be met.

2.13.3 The Contractor's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.

2.13.4 The Contractor's Proposal limits the rights of the Agency.

2.13.5 The Contractor fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.

2.13.6 The Contractor fails to timely respond to the Agency's request for information, documents, or references.

2.13.7 The Contractor fails to include Proposal Security, if required.

2.13.8 The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.

2.13.9 The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.

2.13.10 The Contractor initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.

2.13.11 The Contractor provides misleading or inaccurate responses.

2.13.12 The Contractor's Proposal is materially unbalanced.

2.13.13 There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsible Contractor.

2.13.14 The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

2.13.15 The Contractor is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code section 12J.3.

2.14 Nonmaterial Variances

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

2.15 Reference Checks

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

2.16 Information from Other Sources

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

2.17 Verification of Proposal Contents

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

2.18 Proposal Clarification Process

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

to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.19 Disposition of Proposals

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

2.20 Public Records and Requests for Confidential Treatment

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

2.21 Form 22 - Request for Confidentiality

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

2.22 Copyright Permission

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

2.23 Release of Claims

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

2.24 Contractor Presentations

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

2.25 Evaluation of Proposals Submitted

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

2.26 Award Notice and Acceptance Period

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

2.27 No Contract Rights until Execution

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

2.28 Choice of Law and Forum

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

2.29 Restrictions on Gifts and Activities

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

2.30 No Minimum Guaranteed

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

2.31 Post Solicitation Debriefing

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

2.32 Appeals

A Contractor 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 filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five (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 Contractor.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

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

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

RFP Number: 1220379010

RFP Title: CJIS System Services

Issuing Officer Name: Ken Discher

**Lead Agency Address: Department of Administrative Services
Central Procurement & Fleet Services Enterprise
1305 E Walnut St., Hoover Bldg - Level 3
Des Moines IA 50319**

[Contractor's Name and Address]

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

1 Original, 1 Digital, & 2 Copies of the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.

Technical Proposal Envelope Contents

Original Technical Proposal and any copies

Public Copy (if submitted)

Technical Proposal on digital media

Electronic Public Copy on same digital media (if submitted)

Cost Proposal Envelope Contents

Original Cost Proposal

Cost Proposal on digital media

- 3.1.2** If the Contractor designates any information in its Proposal as confidential pursuant to Section 2, the Contractor must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".

- 3.1.3** Proposals shall not contain promotional or display materials.

3.1.4 Attachments shall be referenced in the Proposal.

3.1.5 If a Contractor 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

The following documents and responses shall be included in the Technical Proposal in the order given below. Items listed in Section 3.2 will be considered in the evaluation of the Technical Proposals:

3.2.1 Transmittal Letter (Required)

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

3.2.2 Table of Contents

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

3.2.3 Executive Summary

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

3.2.3.1 Statements that demonstrate that the Contractor has read, understands and agrees with the terms and conditions of the RFP including the Contract provisions in Section 6.

3.2.3.2 An overview of the Contractor's plans for complying with the specifications of this RFP.

3.2.3.3 Any other summary information the Contractor deems to be pertinent.

3.2.4 Mandatory Specifications and Scored Technical Specifications

The Contractor shall answer whether or not it will comply with each specification in Section 4 of the RFP. Where the context requires more than a yes or no answer or the specific specification so indicates, Contractor shall explain how it will comply with the specification. Merely repeating the Section 4 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

3.2.5 Vendor Background Information

The Contractor shall provide the following general background information:

- 3.2.5.1** When awarding a bid opportunity, does your state have a preference for in-state vendors? (Example: Providing to an in-state vendor a % advantage/discount off their cost proposal.) Yes or No. If yes, please include the details of the preference.
- 3.2.5.2** Name, address, telephone number, fax number and e-mail address of the Contractor including all d/b/a's or assumed names or other operating names of the Contractor and any local addresses and phone numbers.
- 3.2.5.3** Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company.
- 3.2.5.4** State of incorporation, state of formation, or state of organization.
- 3.2.5.5** The location(s) including address and telephone numbers of the offices and other facilities that relate to the Contractor's performance under the terms of this RFP.
- 3.2.5.6** Number of employees.
- 3.2.5.7** Type of business.
- 3.2.5.8** Name, address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.5.9** Name, address and telephone number of the Contractor's representative to contact regarding scheduling and other arrangements.
- 3.2.5.10** Name, contact information and qualifications of any subcontractors who will be involved with this project the Contractor proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 3.2.5.11** Contractor's accounting firm.
- 3.2.5.12** The successful Contractor will be required to register to do business in Iowa before payments can be made.
For vendor registration documents, go to:
<https://das.iowa.gov/procurement/vendors/how-do-business>

3.2.6 Termination, Litigation, Debarment

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

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

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

3.2.7 Criminal History and Background Investigation

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

3.2.8 Acceptance of Terms and Conditions

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

3.2.9 Certification Letter

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

3.2.10 Authorization to Release Information

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

3.2.11 Firm Proposal Terms

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

3.3 Cost Proposal

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

3.3.1 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. Contractors 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.**

3.3.1.1 Credit card or ePayables

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Contractor uses the Pcard or EAP payment methods. Pcard-accepting Contractors must abide by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 6.7 of the RFP. Contractors must provide a statement regarding their ability to meet the requirements in this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

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

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

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

3.3.1.3 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.

3.3.2 Payment Terms

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

3.3.3 Contractor Discounts

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

3.3.3.1 Prompt Payment Discount

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

3.3.3.2 Cash Discount

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 SPECIFICATIONS

Overview

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

4.1 Mandatory (Pass/Fail) Specifications

All items listed in this section are Mandatory Specifications. Contractors must mark either **“yes”** or **“no”** to each specification in their Proposals. By indicating **“yes”** a Contractor agrees that it shall comply with that specification throughout the full term of the Contract, if the Contractor is successful. In addition, if specified by the specifications or if the context otherwise requires, the Contractor shall provide references and/or supportive materials to verify the Contractor’s compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Contractor demonstrate the Contractor will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Contractor will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal. Contractors may subcontract with other companies in order to meet these mandatory specifications. Contractors that decide to subcontract shall provide information about each such company including background, experience and expertise which helps meet the mandatory specifications. Contractors are responsible to assure that all work done by a subcontractor company meets the requirements of the RFP and resulting agreement with the State. **Contractor must be able to meet the specifications of EACH Mandatory Specification in this section or the Lead Agency may reject the Proposal.**

4.1.1 Contractor agrees to comply with security requirements mandated by federal and state law relating to access to criminal justice information. Describe your methods for compliance. Security requirements can be found in the U.S. Department of Justice, FBI, Criminal Justice Information Services Division policy titled Criminal Justice Information Services (CJIS) Security Policy, version 5.7, dated 8/16/2018 (CJISD-ITS-DOC-08140-5.7).

4.1.2 Contractor agrees to build all CJIS data exchanges to the National Information Exchange Model (NIEM) standard (for more information on NIEM see: www.NIEM.gov). NIEM is a common vocabulary that enables efficient information exchange across organizations by using a dictionary of agreed-upon terms, definitions, relationships, and formats that are independent of how information is stored in individual systems. It allows different systems to “speak” to each other by ensuring that information carries the same consistent meaning across various communities of users. It uses consistent, reusable, and repeatable data terms, definitions, and processes.

- 4.1.3** Contractor agrees to send at least one (1) representative to Des Moines, Iowa, to meet with CJIS staff, committee members, endpoint users, and other partners no less than six (6) times per contract year.
- 4.1.4** Contractor commits to having at least one (1) staff member involved with the CJIS contract who has a thorough knowledge of Iowa's court system, including general business practices, data flow, and the roles of different entities (i.e. law enforcement, court clerks, judges, juvenile court officers, county attorneys, attorneys general, public defenders, Department of Public Safety, Department of Corrections).

4.2 Scored Technical Specifications

All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the evaluation committee in accordance with Section 5. For each specification within Section 4.2, Contractors shall provide a short narrative and give examples pertaining to how they will meet the specification. Where helpful, Contractors are encouraged to include screen capture images, use case diagrams, swim lane diagrams, business process diagrams, etc., to illustrate how the Contractor proposed solution meets a specific specification.

- 4.2.1** Contractor should describe their experience and expertise working with webservices, Microsoft IIS (.NET), and Java programming languages; multiple databases including MySQL and SQL Server; web servers including IIS, Weblogic, and Apache; and server OS environments including Windows and Linux servers. A description of contractor's experience and expertise and resume copies of technical staff associated with above shall be provided by contractor.
- 4.2.2** Describe your experience with national criminal justice data sharing technologies and standards, including Global Reference Architecture, NIEM, XML, and GJXDM. Provide examples of your experience.
- 4.2.3** Contractor should demonstrate experience in creating and implementing Service Specification Packages (SSPs) in secured environments. Provide examples of your experience.
- 4.2.4** Contractor should describe their experience providing technical assistance, guidance, and consultation services to end user agencies such as, or similar to, the Judicial Branch, Department of Public Safety, Department of Corrections, Department of Transportation, Department of Human Services, Juvenile Court Services, Office of the Attorney General, Secretary of State, county attorney offices, and State Public Defender. Provide examples of your experience.
- 4.2.5** Contractor should outline, in detail, its proposed staffing plan for each phase of the project including: (1) exchange conceptualization and pre-development meetings, (2) development of SSP, (3) endpoint development, (4) testing and deployment, and (5) ongoing support and maintenance. The staffing plan should detail the qualifications of each staff member working on or supervising the project. It should also include the approximate number of hours each staff member will spend on the project on a yearly basis.

4.2.6 Contractor should provide details describing its quality assurance process.

4.2.7 Experience

Provide reference contact information from three (3) previous customers or clients knowledgeable of the Contractor's performance in providing goods and/or services similar to the goods and/or services described in this RFP. Include contact name, address, phone, and email address & a brief description of the work contractor did for the reference. State expects to contact references.

4.2.8 Project Plan and Management

- Describe the proposed communication plan between the Contractor and CJIS including status reports, periodic updates, development meetings, and on-site coordination on a regular basis and as requested with endpoint users and developers, the designated CJIS Coordinator, CJIS Administrator, CJIS Advisory Committee, state agency staff, and technology solution providers. Include the schedule, method of communication, and proposed personnel to be included.
- Provide a proposed Project Implementation Schedule based on monthly milestones and projected timelines
- Describe the Contractor's Project Management Plan and how the Contractor project manager will keep the projects on track
- Describe how changes in schedule, scope, quality or budget are handled by the Contractor
- Identify any third parties involved in Contractor's implementation strategy and describe the relationships

SECTION 5 EVALUATION AND SELECTION
--

5.1 Introduction

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

5.2 Evaluation Committee

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

5.3 Technical Proposal Evaluation and Scoring

All Technical Proposals will first be reviewed to determine if they comply with the Mandatory (Pass/Fail) Specifications in Section 4.1. The Technical Proposals will then be evaluated and scored on the Scored Technical Specifications described in Section 4.2. To be deemed a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of Section 4.1 and include supportive materials as required to demonstrate the Contractor will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score required in Section 4.2 of the Technical Proposal.

An addendum identifying the points assigned to the Scored Technical Specifications and the Cost Proposal and the minimum technical specifications score required will be posted prior to the RFP due date and time.

5.4 Cost Proposal Scoring

After the Technical Proposals are evaluated and scored, the Cost Proposals of contractors that obtained the minimum required score will be opened and scored.

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

Example:

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

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

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

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

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 in accordance with the provisions of the RFP, the General Terms and Conditions for IT Service Contracts, the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Contractor to the provisions or terms and conditions of the RFP or the General Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Contractor's objection or amendment in writing.

The Contract terms and conditions in this Section 6 and the General Terms and Conditions for IT Service Contracts will be incorporated into the Contract. The General Terms and Conditions for IT Service Contracts may be supplemented at the time of contract execution and are provided to enable Contractors to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with these specifications should be included in any pricing quoted by the Contractor.

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

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

6.2 Contract Length

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

6.3 Insurance

The Contract will require the successful Contractor to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions for IT Service Contracts 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 Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence Aggregate	\$1 Million \$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$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.

6.4 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:

- Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;
- 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;
- 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);
- 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;
- Contractor shall confirm that the name of purchaser matches the name on the card;
- Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;
- Contractor shall shred any documentation with credit card numbers.

Attachment # 1
Certification Letter

Alterations to this document are prohibited, see section 2.13.14.

[Date]

Issuing Officer Name: Ken Discher
Agency: Dept. of Administrative Services
Agency Address: Department of Administrative Services
Central Procurement and Fleet Services Enterprise
Hoover Bldg – Level 3
1305 E Walnut St
Des Moines IA 50319

Re: RFP1220379001 - PROPOSAL CERTIFICATIONS

Dear Ken Discher:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]**_____ (Contractor) in response to **Agency** for **RFP1220379001 for CJIS System Services** are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

Certification of Independence

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

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Contractor to induce any other contractor to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Contractor and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Contractor 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 the Agency has relied upon when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

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

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

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

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

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #2
Authorization to Release Information Letter
Alterations to this document are prohibited, see section 2.13.14.

[Date]

Issuing Officer Name: Ken Discher
Agency: Dept. of Administrative Services
Agency Address: Department of Administrative Services
Central Procurement and Fleet Services Enterprise
Hoover Bldg – Level 3
1305 E Walnut St
Des Moines IA 50319

Re: RFP1220379001 - AUTHORIZATION TO RELEASE INFORMATION

Dear Ken Discher:

[Name of Contractor]_____ **(Contractor)** hereby authorizes the **Agency** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to **RFP1220379001**.

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

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

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

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

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

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

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

1. Confidential Treatment Is Not Requested

A Contractor 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 Contractor 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 Contractor 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 Contractor: (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 Contractor to respond to inquiries by the Agency concerning the confidential status of such information.

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

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

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

Contractor 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 Contractor’s Proposal. The Contractor 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 Contractor 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 CONTRACTOR MAY NOT REQUEST PRICING INFORMATION IN PROPOSALS BE HELD IN CONFIDENCE.***

Completion of the Form and Agency’s acceptance of Contractor’s submission does not guarantee the agency will grant Contractor’s request for confidentiality. The Agency may reject Contractor’s Proposal entirely in the event Contractor 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. Contractor may add additional lines if necessary or add additional pages using the same format as the table below.

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

This Form must be signed by the individual who signed the Contractor’s Proposal. The Contractor 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 Contractor’s submittal to request confidentiality or rejection of the Proposal as being non-responsive.***
- ***Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal. If signing this Part 2, do not complete Part 1.***

Company

RFP Number

RFP Title

Signature (required)

Title

Date

**Attachment #4
Response Check List**

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
3. Three (3) paper copies and one digital media of the Technical Bid Proposal			
3. Three (3) paper copies and one digital media of the Cost Proposal			
3. One (1) Public Technical Copy (one paper and one digital media) with Confidential Information Excised (if applicable)			
3. Transmittal Letter			
3. Table of Contents			
3. Executive Summary			
3. Vendor Background Information			
3. Termination, Litigation, Debarment			
3. Criminal History and Background Investigation			
3. Acceptance of Terms and Conditions			
3. Completed Certification Letter (Attachment #1)(required)			
3. Completed Authorization to Release Information (Attachment #2)(required)			
3. Firm Proposal Terms			
4. Completed Mandatory Specifications (required)			
4. Completed Scored Technical Specifications (required)			
2. Completed Attachment #3 – Form 22 (required)			
3. Completed Attachment #5 – Cost Proposal (required)			

**ATTACHMENT #5
Cost Proposal**

Payment Terms

Per *Iowa Code § 8A.514* the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a vendor.
 What discount will you give for payment in 15 days?
 What discount will you give for payment in 30 days?

Cost Proposal

Contractor’s Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars for a period of six years (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms. The following template is required. Please use additional pages to provide any additional narrative clarity support for the costing information. The narrative should provide a break-out of costs into applicable categories. The State of Iowa reserves the right to negotiate final costs with the awarded contractor.

Additional Costs

Any proposed additional costs in categories not listed in the table should be listed in a separate table on a separate page attached to this Cost Proposal.

Deliverable Items	Costs (six years)
<p>Production Support Costs – to include, but not limited to:</p> <ul style="list-style-type: none"> • Offering support on all exchanges in production as currently outlined in RFP Sections 1.4 Background Information and 1.5 RFP Objectives • Trouble-shooting and software fixes • Upgrades to expand functionality • Updates to meet new or changed policy requirements • Ongoing education and support of endpoint developers on CJIS exchange architecture • Ongoing education and support of CJIS staff and CJIS Advisory Committee members 	
<p>Development Costs – to include, but not limited to:</p> <ul style="list-style-type: none"> • Developing new exchanges to meet RFP requirements as outlined in Background Information (Section 1.4), RFP Objectives (1.5), Mandatory Specifications (4.1), and Scored Specifications (4.2) • Completing Service Specification Packages (SSPs) for new exchanges • Developing and maintaining endpoints of CJIS exchanges • Testing and deploying new exchanges, including go-live support • Rolling out new exchanges and updates to endpoints 	
<p>Project Management – to include, but not limited to:</p> <ul style="list-style-type: none"> • Staffing of CJIS Advisory Committee or sub-committees • Training and knowledge transfer to CJIS staff • Project management meetings (in person or otherwise) with key participants and stakeholders • Management and oversight of the progress of various projects in achieving CJIS implementation goals • Development of regular status reports 	
<p>Additional costs (If any) (please describe)</p>	
<p>TOTAL COST (for six year period):</p>	

Per Hour Rate (For any additional required enhancements that the State determines are within the scope of the RFP but outside the scope of the base cost proposal and agreement)

\$ _____

In addition, Contractor may supply the State of Iowa DHR with products, equipment, hardware, Software, or related services that DHR wants to buy through Contractor or Vendor Sub-Contractors, directly or indirectly, but which are not expressly identified in the RFP or Proposal, but which are generally deemed incidental to the total transaction and related thereto (“Sourced Goods” or “Open Market Items”). Please describe any Sourced Goods or Open Market Items you know you may be able to provide DHR, and supply corresponding pricing in your cost proposal. Please also provide a discount off of your standard list price you would be willing to extend to DHR for any additional Source Goods or Open Market Items you do not expressly identify in your proposal, but may in the future offer or be willing to offer. If helpful, Contractor may provide any of the above lists and pricing in a separate table.

ATTACHMENT #6
Iowa Criminal Justice Information System (CJIS)
Overview of Exchanges

Exchanges requiring high-level maintenance, 24/7 support, and trouble-shooting:

- Traffic Citations (ECCO) Law Enforcement (TraCS) → Judicial

This exchange sends traffic citations from the law enforcement system (TraCS) to the courts. Volume: 34,000/month
- Criminal Complaint Law Enforcement (TraCS) → Judicial + County Attorneys

This exchange sends new criminal complaints from the law enforcement system (TraCS) to the courts and/or county attorney in some counties. Volume: 14,000/month
- Protective Order Judicial → Dept. of Public Safety

This exchange sends Protective Orders from the courts to DPS so that law enforcement in local communities have access to the order. Volume: 4,500/mo
- Protective Order Served Judicial or Dept. of Public Safety → AG Crime Victim

This exchange was recently discontinued, but may restart in the future. When active, this exchange sent notice to the Attorney General Crime Victim Assistance Division when a Protective Order was served on a respondent so the protected party could be notified.
- Pre-Sentence Investigation Judicial → Dept. of Corrections

This exchange sends a request from a judge to the DOC for a Pre-Sentence Investigation Report (PSI) on a defendant prior to sentencing. Volume: 660/mo
- Pre-Sentence Report Dept. of Corrections → Judicial

This exchange sends a completed Pre-Sentence Investigation Report (PSI) back to a judge after the DOC completes it. Volume: 660/mo
- Hearing Order Judicial → County Attorneys

This exchange sends notifications to a county attorney's calendar any time a new event or hearing is scheduled on one of their cases. Volume: 230,000/month

Exchanges requiring moderate maintenance and endpoint support:

- Traffic Convictions Judicial → Dept. of Transportation

This exchange sends notice of traffic violations and certain criminal offenses from the courts to the DOT. This includes court-ordered drivers' license suspensions and withdrawals of suspensions which keeps drivers' records synchronized with court orders that affect driving status. Volume: 49,000/mo

- County Attorney Charge Code CJIS → County Attorneys

When changes are made to the Master Charge Code Table, this exchange sends those changes directly to the county attorney case management systems. Volume: 140/mo

Exchanges requiring low maintenance and infrequent support:

- Justice Data Warehouse Judicial → Justice Data Warehouse

CJIS transmits data on all case filings and dispositions in adult criminal court and juvenile delinquency court to the Justice Data Warehouse (JDW) housed at the Division of Criminal and Juvenile Justice Planning (CJJP). Iowa is at the national forefront of criminal delinquency data collection. Volume: all filings and dispositions statewide

- Court Notice Judicial → County Attorneys

This exchange returns court case information to a county attorney upon their filing of a complaint or trial information, enabling easier case tracking and elimination of manual entry processes. Fifty county attorneys utilize this exchange. Volume: 14,000/mo

- Mental Health Orders Judicial → National Instant Check System (NICS)

Following the 2007 fatal shootings at Virginia Tech by an assailant who had a history of mental health orders, Congress expanded the National Instant Check System (NICS). This exchange automatically populates the NICS database maintained by the FBI with mental health-related court orders and judgments of “not guilty by reason of insanity.” Volume: 250/mo

- Juvenile Casework Judicial → Dept. of Human Services

This exchange replaced a paper system and allows Iowa’s juvenile court officers to more easily track and report the time that they spend with delinquent youth who are in foster care. Volume: 900/mo

- Felon File Judicial → Secretary of State

This exchange sends all new felony convictions from the courts to the Secretary of State in order to keep eligible voter rolls current. Volume: 770/mo

- Notice of Appeal Judicial → Attorney General

This exchange sends notification from the courts to the Office of the Attorney General when a Notice of Appeal is filed on a case where the AG’s office will now be counsel of record. Volume: 200/mo

- Offender Query DPS → DOC → DPS

This exchange is a query from DPS to DOC for offender information, including photo identification. Officers are able to access data on any person who has been incarcerated or is under community supervision. This capability has been extended to Nlets, the International Justice and Public Safety Network, providing information to investigators in other states. Volume: not available at this time

- AG Hearing Order Judicial → Attorney General

This exchange allows the Area Prosecution Unit of the AG's Office to receive hearing orders from the courts in the same manner that county attorneys receive them. This occurs when an attorney from the AG's Office is involved in the prosecution of a criminal case. Volume: not available at this time