

# REQUEST FOR PROPOSAL

## RFP COVER SHEET

### Administrative Information:

<b>TITLE OF RFP:</b>	<b>Migrant Data System, Web-based Application</b>		<b>RFP Number:</b>	RFP1219282009
<b>Agency:</b>	Dept. of Administrative Services on behalf of Iowa Department of Education (IDOE)			
<b>State seeks to purchase:</b>	To provide a system for managing the data requirements of the Migrant Education Program (MEP)	<b>Available to Political Subdivisions?</b>	No	
<b>Number of mos. or yrs. of the initial term of the contract:</b>	1 year	<b>Number of possible annual extensions:</b>	(5)	
<b>State Issuing Officer:</b>				
Name: Ken Discher				
Phone e-Mail and Fax: P: (515) 281-6380   email: <a href="mailto:ken.discher@iowa.gov">ken.discher@iowa.gov</a>   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				
<b>PROCUREMENT TIMETABLE—Event or Action:</b>			<b>Date/Time (Central Time):</b>	
State Posts Notice of RFP on TSB website			<b>Date: Oct. 30, 2019</b>	
State Issues RFP			<b>Date: Nov. 1, 2019</b>	
RFP written questions, requests for clarification, and suggested changes from Respondents due: (email questions, etc. to: <a href="mailto:Ken.Discher@iowa.gov">Ken.Discher@iowa.gov</a> Agency's written response to RFP questions, requests for clarifications and suggested changes approximate posting date:			<b>Date: Nov. 14, 2019 Close of Business</b>  <b>Date: Nov. 21, 2019</b>	
<b>Proposals Due Date:</b>			<b>Date: January 6, 2020</b>	
<b>Proposals Due Time:</b>			<b>Time: 3PM Central</b>	
<b>Relevant Websites:</b>	<b>Web-address:</b>			
Internet website where Addenda to this RFP will be posted:	<a href="http://bidopportunities.iowa.gov/">http://bidopportunities.iowa.gov/</a>			
Internet website where contract terms and conditions are posted:	<a href="http://bidopportunities.iowa.gov/">http://bidopportunities.iowa.gov/</a>			
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 Respondent guarantees all proposal terms, including price, will remain firm:			<b>180 Days</b>	

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<b>SECTION 1      INTRODUCTION</b>
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**1.1 Purpose**

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

**1.2 Definitions**

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

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

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

**“Contractor”** means the successful Respondent to this RFP.

**“EDFacts”** is a software program within the U.S. Department of Education that centralizes performance data supplied by K-12 state education agencies (SEAs) with other data assets, such as financial grant information, within the Department to enable better analysis and use in policy development, planning and management. The purpose of EDFacts is to: a) Place the use of robust, timely performance data at the core of decision and policymaking in education; b) Reduce state and district data burden and streamline data practices; c) Improve state data capabilities by providing resources and technical assistance; d) Provide data for planning, policy, and management at the federal, state, and local levels.

**“General Terms and Conditions”** means the General Terms and Conditions for Services-IT T&Cs as referenced on the RFP cover page and in RFP Section 6.1.

**“Local Operating Agencies (LOA)”** – means agencies that operate under the State Education Agencies (SEA).

**“Migrant Student Information Exchange (MSIX)”** means the web-based portal that links states’ migrant student record databases to facilitate the national exchange of migrant student educational information among the states. The primary purpose of MSIX is to make migrant student information available to authorized school personnel to support them in making decisions on student enrollment, grade or course placement, and accrual of credits. MSIX is the national migrant system that links all the states to enable sharing of educational and health data.

**“Migrant Education Program (MEP)”** is a federally-funded, state operated program which was reauthorized under Every Student Succeeds Act (ESSA) Title I Part C. Funds support high quality education programs for migratory children and help ensure that migratory children who move among the states are not penalized in any manner by disparities among states in curriculum,

graduation requirements, or state academic content and student academic achievement standards. Funds also ensure that migratory children not only are provided with appropriate education services (including supportive services) that address their special needs but also that such children receive full and appropriate opportunities to meet the same challenging state academic content and student academic achievement standards that all children are expected to meet. Federal funds are allocated by formula to SEAs, based on each state's per pupil expenditure for education and counts of eligible migratory children, age 3 through 21, residing within the state.

**“National Certificate of Eligibility (COE)”** The U.S. Department of Education (ED) has created a standard national COE that all states are required to use. The national COE is comprised of three parts:

- (1) **required data elements**, which States can organize according to State preference and need;
- (2) **required data sections**, which States can place according to State preference and need, but that must be maintained in whole and unaltered; and
- (3) **State required/requested information**, where space is available, that States can use to collect other data.

**“Office of Migrant Education (OME)”** is the federal office, located within the U.S. Department of Education, which oversees the migrant education program.

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

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

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

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

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

**“State”** means the State of Iowa, the Agency 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 Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to

be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

**Respondent should review 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.**

Respondents 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 Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

#### **1.4 Background Information**

The Iowa Department of Education is issuing this Request for Proposal to obtain competitive responses from vendors to provide a system for managing the data requirements of the Migrant Education Program (MEP). This system must have the ability to collect, store and report all data needed to meet the needs of program management, record exchange, and federal reporting. It must also provide a complete interface to the federal Migrant Student Information Exchange (MSIX) system. It must have web-based capability but not be dependent upon the internet to support these users. It must allow collected data to be hosted within the state of Iowa. State of Iowa will also consider respondent proposals that propose that respondent (or an approved third-party) provide hosting services. Any such hosting requires that data must be stored within and not leave the 48 contiguous states of the United States.

The Iowa Department of Education is looking for an existing migrant software system that provides for the storage, retrieval, transmitting, reporting and other components for the purpose of managing migrant student information. This includes software customization, software maintenance, communication accessibility, reporting customization, and ability to link with the national Migrant Student Information Exchange. An electronic Certificate of Eligibility (COE) is a requirement.

This migrant software system must comply with the following federal regulations. On May 10, 2016, final regulations for the MEP were published in the Federal Register. The Secretary issues regulations to implement the MSIX, a nationwide, electronic records exchange mechanism mandated under title I, part C, of the Elementary and Secondary Education Act of 1965, as amended (ESEA). As a condition of receiving a grant of funds under the MEP, each State educational agency (SEA) must collect, maintain, and submit minimum educational and health information to MSIX within established time frames. The regulations are designed to facilitate timely school enrollment, grade and course placement, accrual of secondary course credits, and participation in the MEP for migratory children. Additionally, the regulations ultimately will help the Department to determine more accurate migratory child counts and meet other MEP reporting requirements.

#### **Following regulations were effective June 9, 2016.**

- For purposes of start-up submissions, an SEA must submit all MDEs applicable to a migratory child’s age and grade level (i.e., "applicable MDEs") within 90 calendar days of the effective date of these regulations for all migratory children who are eligible to receive MEP

services in the State on the effective date of the regulations, other than through continuation of services provided under section 1304(e) of the ESEA.

- In addition, after the effective date of the regulations, SEAs must adhere to specific timeframes to collect and submit to MSIX the applicable MDEs for: Migratory children for whom an SEA has approved a new Certificate of Eligibility (COE), end of term submissions, and change of residence submissions. The timelines required for these subsequent data submissions range from four working days to 30 calendar days.
- The regulations also require that SEAs establish procedures, develop and disseminate guidance, and provide training in the use of MSIX Consolidated Student Records.
- SEAs must also use, and require their LOAs to use, reasonable methods to ensure quality and data protection.
- Finally, the regulations contain specific requirements for responding to MSIX record correction requests from parents, guardians, and migratory children.

## **1.5 Goals and Objectives**

Once implemented and in production, the successful respondent's system, will provide the following:

- Ability to collect, store, and report all data on the National Certificate of Eligibility.
- Ability to collect, store, and report all data required by the Migrant Student Information Exchange (MSIX).
- Ability to collect, store, and report any other data relevant to the operation of the Iowa Migrant Education Program (MEP). Such data may be specified at any time by the MEP during the contract period and must be implemented by the vendor within three months of request.
- A full interface to the MSIX system and be certified as acceptable by Office of Migrant Education (OME) within three months of the beginning of the contract period.
- Ability to produce all EDFacts files relevant to migrant students. The files must be compliant with the EDFacts Submission System File Specifications as set forth in the technical guide produced under US DOE Contract No. ED-PEP-14-O-5013. The data produced must be accurate for the EdFacts to produce the current Consolidated State Performance Report (CSPR) for each year the contract is in force. The most recent specifications are documented in OMB 1810-0724. The specifications that must be implemented are:
  - i. C054 – MEP Students Served – 12 Months File Specifications
  - ii. C121 – Migrant Students Eligible – 12 Months File Specifications
  - iii. C122 – MEP Students Eligible and Served – Summer/Interession File Specifications
  - iv. C145 – MEP Services File Specifications
  - v. C165 – Migrant Data File Specifications
  - vi. C192 – MEP Students Priority for Services File Specifications
- An end-user reporting system accessible to state personnel to facilitate the development of an unlimited number of custom, ad-hoc reports. Awarded Respondent must make available custom report development services.

- Web-based reporting and data entry capability.
- Support for collecting paperless COEs, also commonly known as eCOEs.
  - i. The eCOE system will provide for a data verification workflow customizable to meet the requirements of the Iowa MEP. These requirements are subject to change throughout the contract period.
  - ii. The eCOE system will be able to be accessed via any iOS, Android, or Windows tablet computer.
  - iii. The eCOE system will be able to function even when no internet access is available. This is critically important because data collection will often need to take place at remote locations.
- Ability to interface with other Iowa DOE systems for the sharing of data.
  - i. Ability to produce and consume CSV files.
  - ii. Ability to provide and utilize secure RESTful web services.
- Ability to provide fine, role-based control over user permissions within the system with support for an unlimited number of roles and role assignments for users.
- Ability to convert and load existing MEP data into the new system.



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

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

**2.3      Downloading the RFP from the Internet**

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

**2.4      Procurement Timetable**

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

**2.5      Questions, Requests for Clarification, and Suggested Changes**

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

## **2.6 Amendment to the RFP**

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

## **2.7 Amendment and Withdrawal of Proposal**

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

## **2.8 Submission of Proposals**

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 Respondent.** Respondents sending Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

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

## **2.9 Proposal Opening**

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

## **2.10 Costs of Preparing the Proposal**

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

## **2.11 No Commitment to Contract**

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

## **2.12 Rejection of Proposals**

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

- 2.12.1** The Respondent fails to deliver the Cost Proposal in a separate envelope.
- 2.12.2** The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.3** The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- 2.12.4** The Respondent's Proposal limits the rights of the Agency.
- 2.12.5** The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.
- 2.12.6** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Respondent fails to include Proposal Security, if required.
- 2.12.8** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9** The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.12.10** The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.12.11** The Respondent provides misleading or inaccurate responses.
- 2.12.12** The Respondent's Proposal is materially unbalanced.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.
- 2.12.14** The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.12.15** The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

## **2.13 Nonmaterial Variances**

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

change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

**2.14 Reference Checks**

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

**2.15 Information from Other Sources**

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

**2.16 Verification of Proposal Contents**

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

**2.17 Proposal Clarification Process**

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

**2.18 Disposition of Proposals**

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

**2.19 Public Records and Requests for Confidential Treatment**

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

**2.20 Form 22 - Request for Confidentiality**

***FORM 22 (see ATTACHMENT #3) MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.***

**2.21 Copyright Permission**

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

**2.22 Release of Claims**

By submitting a Proposal, the Respondent 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 Respondent with pertinent information in this RFP.

**2.23 Respondent Presentations**

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

**2.24 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 Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State.

**2.25 Award Notice and Acceptance Period**

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

**2.26 No Contract Rights until Execution**

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

**2.27 Choice of Law and Forum**

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

**2.28 Restrictions on Gifts and Activities**

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

**2.29 No Minimum Guaranteed**

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

**2.30 Post Solicitation Debriefing**

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

**2.31 Appeals**

A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Department may appeal the decision by 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 Respondent.

<b>SECTION 3      FORM AND CONTENT OF PROPOSALS</b>
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**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 a separate sealed envelope. 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: RFP1219282009**

**RFP Title: Migrant Data System, Web-based Application**

**Issuing Officer Name: Ken Discher**

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

***[Respondent'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 and any copies

Cost Proposal on digital media

- 3.1.2** If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent 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 Respondent proposes more than one solution to the RFP specifications, each shall be labeled and submitted in a separate Proposal and each will be evaluated separately.

## **3.2 Technical Proposal**

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 and scoring of the Technical Proposals:

### **3.2.1 Transmittal Letter (Required)**

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

### **3.2.2 Table of Contents**

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

### **3.2.3 Executive Summary**

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

**3.2.3.1** Statements that demonstrate that the Respondent 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 Respondent's plans for complying with the specifications of this RFP.

**3.2.3.3** Any other summary information the Respondent deems to be pertinent.

### **3.2.4 Mandatory Specifications and Scored Technical Specifications**

The Respondent 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, Respondent 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 Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.



### **3.2.5 Respondent Background Information**

The Respondent shall provide the following general background information:

- 3.2.5.1** Does your state have a preference for instate vendors? Yes or No. (Example: Providing to an in-state vendor a % advantage/discount off their cost proposal.) 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 Respondent including all d/b/a's or assumed names or other operating names of the Respondent 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 Respondent'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 Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.5.9** Name, address and telephone number of the Respondent'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 Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 3.2.5.11** Respondent's accounting firm.
- 3.2.5.12** The successful Respondent 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 Respondent must provide the following information for the past five (5) years:

- 3.2.6.1** Has the Respondent 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 Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- 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 Respondent 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 Respondent or its officers have been a party.
- 3.2.6.5** Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities.

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

**3.2.7 Criminal History and Background Investigation**

The Respondent hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Respondent, 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, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

**3.2.9 Certification Letter**

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

### **3.2.10 Authorization to Release Information**

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

### **3.2.11 Firm Proposal Terms**

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

## **3.3 Cost Proposal**

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

#### **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 Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 7.7 of the RFP. Respondents must provide a statement regarding their ability to meet the requirements I this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

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

Respondents 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](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 Contractor.

**3.3.3 Respondent Discounts**

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

### 4.1 Mandatory (Pass/Fail) Specifications

All items listed in this section are Mandatory Specifications. A pass/fail evaluation will be utilized for these Section 4.1 Specifications. Respondents must mark either **“yes”** or **“no”** to each specification in their Proposals. By indicating “yes” a Respondent agrees that it shall comply with that specification throughout the full term of the Contract, if the Respondent is successful. In addition, if specified by the specifications or if the context otherwise requires, the Respondent shall provide references and/or supportive materials to verify the Respondent’s compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Respondent demonstrate the Respondent will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Respondent will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal. **Respondent 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** Respondent must currently have a functioning migrant education data system in place for at least the last two years prior to RFP posting with the capacity to meet the technical specifications. Provide an example of a current functioning respondent system and explanation of how the proposed system meets this specification.
- 4.1.2** Respondent’s system must be able to collect, store, and report all data on the National Certificate of Eligibility (COE) electronically. More information about the National COE and its’ required data elements can be found in RFP Section 1.2 Definitions and within following web site: <https://www2.ed.gov/programs/mep/coepdf2017.pdf>. Provide screen shots of respondent’s system that demonstrate examples of respondent’s ability to gather needed COE data. Explain how the eCOE system provides for a data verification workflow customizable to meet the requirements of the Iowa MEP.
- 4.1.3** Confirm that Respondent’s eCOE system will be able to function even when no internet access is available. This is critically important because data collection will often need to take place at remote locations.
- 4.1.4** Respondent’s system must be able to collect, store, and report all data required by the Migrant Student Information Exchange (MSIX) and provide a full interface to MSIX.

More information about the Migrant Student Information Exchange (MSIX) can be found in RFP Section 1.2 Definitions. Provide examples of some data elements that respondent has uploaded into MSIX in an existing respondent system. Also list the migrant states that respondent works with and describe their success with file submissions.

- 4.1.5** Respondent's system must agree to and demonstrate ability to produce all EDFacts files relevant to migrant students. Please see file specifications for years 2016-17, 2017-18 and 2018-19. More information about EDFacts can be found in RFP Section 1.2 Definitions and within following web site:  
<https://www2.ed.gov/about/inits/ed/edfacts/file-specifications.html>. Provide screen shots of respondent's system that demonstrate examples of respondent's ability to produce relevant EDFacts files.
- 4.1.6** Respondent's system must have web-based capability. Provide example of an existing respondent system that is web-based.
- 4.1.7** Respondent's system must be accessible via any iOS, Android, or Windows tablet computer.

## **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, and business process diagrams to illustrate how the Contractor proposed solution meets a specific specification.

### **4.2.1 Experience**

The Respondent should provide the following information regarding its experience:

- 4.2.1.1** Number of years in business.
- 4.2.1.2** Number of years of experience with providing the types of goods and/or services sought by the RFP.
- 4.2.1.3** The level of technical experience in providing the types of goods and/or services sought by the RFP.
- 4.2.1.4** A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.
- 4.2.1.5** Contact information from three (3) or more previous customers or clients knowledgeable of the Respondent's performance in providing a service similar to the service described in this RFP. Include contact name, address, phone, and email address & a brief description of the work Respondent did for the reference. State expects to contact references.

- 4.2.2** Describe how Respondent's system can provide an end-user reporting system accessible to state personnel to facilitate the development of an unlimited number of custom, ad-hoc reports. Also describe how Contractor custom report development services may be provided to the State.
- 4.2.3** Describe how the Respondent's system provides web-based reporting and access to view COEs.
- 4.2.4** Describe how the Respondent's system may accept/upload large data files (e.g. CSV files) with the potential to develop an interface between respondent's system and IDOE systems to share these data directly.
- 4.2.5** Describe how the Respondent's proposed system would be able to provide role-based control over user permissions within the system with support for an unlimited number of roles and role assignments for users.
- 4.2.6** Describe how the Respondent's proposed system can convert and load existing data from our existing software system to a new system in a timely manner.

<b>SECTION 5      EVALUATION AND SELECTION</b>
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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 benefit to the State. Agency will not necessarily award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award to the Respondent whose Responsive Proposal the Agency believes will provide the best value to the State.

**5.2      Evaluation Committee**

The Agency will 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 RFP Section 4.1 Mandatory (Pass/Fail) Specifications. 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 Respondent will be able to comply with the Mandatory (Pass/Fail) Specifications in that section and
- Obtain the minimum score for the Section 4.2 Scored Technical Specifications.

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

**5.4      Cost Proposal Scoring**

The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any demonstrations. Only prospective Respondents who obtain the minimum score for their Technical Proposal will be considered during the cost evaluation phase of the review process. When a Technical Proposal does not meet the minimum score, the associated Cost Proposal will remain unopened and will be returned to the Respondent upon request after the Lead State issues a Notice of Intent to Award the Contract. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

To assist the Agency in evaluating, Cost Proposals may be evaluated and points awarded as follows:

- 1) The Cost Proposals will be ranked from least to most expensive.
- 2) The least expensive Cost Proposal shall receive the maximum number of points available.
- 3) To determine the number of points to be awarded to all other Cost Proposals, the least expensive Cost Proposal will be used in all cases as the numerator. Each of the other Cost Proposals will be used as the denominator per the example below.



- 4) The percentage will then be multiplied by the maximum number of available points and the resulting number will be the cost points awarded to other compliant Respondents. Percentages and points will be rounded to the nearest whole value.

**Example:**

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

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

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

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

**5.5 Total Score**

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

**5.6 Tied Score and Preferences**

An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Respondents who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

Notwithstanding the foregoing, if a tied score involves an Iowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied score involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.

In the event of a tied score between Iowa Respondents, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Respondents have complied with ESGR standards. Preference, in the case of a tied score, shall be given to Iowa Respondents complying with ESGR standards.

Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.

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 Contracts-Services-IT T&Cs-eff 032817 (attached in Bid Opportunities web site), the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the RFP or the General Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Respondent's objection or amendment in writing.

The Contract terms and conditions in this Section 6 and the Contracts-Services-IT T&Cs-eff 032817 will be incorporated into the Contract. The Contracts-Services-IT T&Cs-eff 032817 may be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with these specifications should be included in any pricing quoted by the Respondent.

**By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the Contracts-Services-IT T&Cs-eff 032817 without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or Contracts-Services-IT T&Cs-eff 032817 language it proposes to include in place of the provision. If Respondent's exceptions or proposed responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.**

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

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

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

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.

**Attachment # 1**  
**Certification Letter**

**Alterations to this document are prohibited, see section 2.12.14.**

[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: RFP1219282009 - PROPOSAL CERTIFICATIONS

Dear Ken Discher:

I certify that the contents of the Proposal submitted on behalf of **[Name of Respondent]** \_\_\_\_\_ (Respondent) in response to **Agency** for **RFP1219282009 for a Migrant Data System** are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

**Certification of Independence**

I certify that I am a representative of Respondent expressly authorized to make the following certifications in behalf of Respondent. By submitting a Proposal in response to the RFP, I certify in behalf of the Respondent 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 Respondent 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 Respondent to induce any other Respondent 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 Respondent 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 Respondent nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d)

have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Respondent 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 Respondents 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 Respondent certifies the following: (check the applicable box)

- ☐ Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 423*; or
- ☐ Respondent 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)*.

Respondent also acknowledges that the Agency may declare the Respondent’s Proposal or resulting contract void if the above certification is false. The Respondent also understands that fraudulent certification may result in 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 2.12.14.**

[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: RFP1219282009 - AUTHORIZATION TO RELEASE INFORMATION

Dear Ken Discher:

**[Name of Respondent]**\_\_\_\_\_ **(Respondent)** 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 Respondent in response to **RFP1219282009**.

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

The Respondent 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 Respondent in response to the RFP.

The Respondent 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 Respondent's Proposal submitted in response to RFP.

The Respondent 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 Respondent's Proposal. The Respondent hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Respondent 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 Respondent in response to RFP.

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

Sincerely,

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name and Title of Authorized Representative**

\_\_\_\_\_  
**Date**

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

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

**1. Confidential Treatment Is Not Requested**

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

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

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

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

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

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

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

### Part 1 – No Confidential Information Provided

#### Confidential Treatment Is Not Requested

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
RFP Number

\_\_\_\_\_  
RFP Title

\_\_\_\_\_  
Signature (required)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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



## Part 2 - Confidential Treatment is Requested

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

**NOTE:**

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

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

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
RFP Number

\_\_\_\_\_  
RFP Title

\_\_\_\_\_  
Signature (required)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment #4  
Response Check List**

RFP REFERENCE SECTION and DESCRIPTION	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 Copy with Confidential Information Excised (if applicable)			
3. Transmittal Letter (required)			
3. Table of Contents			
3. Executive Summary			
3. Respondent 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. Mandatory Specifications			
4. Scored Technical Specifications			
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.

#### 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 and support for the costing information. The narrative should provide an explanation of costs listed in applicable categories. The State of Iowa reserves the right to negotiate final costs with the awarded contractor.

Cost proposals must include the following:

- For each of years 1-6, provide costs for the following, as applicable, in the table format below. The costs should be inclusive of all costs to the State of Iowa for the proposed solution, including any costs for items listed in Exhibit A - Additional Included Services (Contractor to complete and attach an Exhibit A IF Applicable). (If there are any Contractor costs that do not fit categories listed within the following table they should be listed on a separate line and clarified through a narrative explanation within Exhibit A.)
  - **Costs for information and data collected/stored here and any other system costs required under this RFP as included in the National Certificate of Eligibility and as required by the Migrant Student Information Exchange (MSIX), which may include but not be limited to:**
    - System, collecting, storing, and reporting of migrant data
    - System hosting (if applicable)
    - Ability to collect and store eCoEs
    - Ability to interface with other Iowa DOE systems, produce and consume CSV files, and provide and utilize secure RESTful web services
    - Contract provided training
    - Web-based capability with ability to work offline
    - System interface to federal MSIX
    - Files compliant with the ED Facts Submission System (ESS)
    - Allow for system to be hosted by the IDOE
    - Ability to provide fine, role-based control over user permissions within the system with support for an unlimited number of roles and role assignments for users
    - The eCOE system will provide for a data verification workflow customizable to meet the requirements of the Iowa MEP (subject to changes throughout contract period)
    - The eCOE system will be able to be accessed via any iOS, Android, or Windows tablet computer
    - The eCOE system will be able to function even when no internet is available
    - Ability to convert and load existing MEP data into the new system

**Provide an annual total cost as well as an all-inclusive years 1-6 total cost**

<b>Item</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>TOTAL COST Years 1 through 6</b>
<b>Information and data collected/stored here as included in the National Certificate of Eligibility and as required by the Migrant Student Information Exchange (MSIX):</b>							
<b>System Hosting (if applicable), Collection, Storing, and Reporting of Migrant Data</b>							
<b>Ability to Collect and Store CoEs/eCoEs</b>							
<b>Ability to interface with other Iowa DOE systems:</b> Ability to produce and consume CSV files. Ability to provide and utilize secure RESTful web services							
<b>Contractor provided Training</b>							
<b>Web-based capability with ability to work off-line</b>							
<b>System Complete Interface to federal MSIX</b>							
<b>Ability to convert and load existing MEP data into the new system. (Costs applicable for year one only.)</b>							
<b>System Maintenance &amp; Support</b>							
<b>TOTAL Six-Year Cost</b>							

#### **Costs for Additional Services**

For any items discussed and listed in an Exhibit A - Additional Services (Attach an Exhibit A ONLY IF Applicable), provide an annual and all-inclusive total cost across years 1-6 for each item. It is expected that all costs listed in an Exhibit A are also included as part of the TOTAL, six-year cost. If any costs are intended to be separate, optional costs that are NOT to be part of the six-year total cost, they should be clearly identified and listed separately in a separate table from Exhibit A.

**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 DOE with products, equipment, hardware, software, or related services that DOE wants to buy through Contractor or Contractor Sub-Contractors, directly or indirectly, 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 DOE, and supply corresponding pricing in your cost proposal. Please also provide a discount off of your standard list price that you would be willing to extend to DOE 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.