

**REQUEST FOR PROPOSAL**

**RFP COVER SHEET**

**Administrative Information**

<b>Title of RFP</b>	Professional Development Training Services	<b>RFP Number</b>	005-RFP-1021-2024
<b>Agency</b>	Iowa Department of Administrative Services (DAS)		
<b>Number of years of the initial term of the contract</b>	<b>2</b>	<b>Number of possible annual extensions</b>	<b>4</b>
<b>Available to other State agencies?</b>			
<b>Available to Political Subdivisions?</b>			
<b>State Issuing Officer:</b>			
Jocelyn Brincks Phone: 515- 499-3659 E-mail: <a href="mailto:jocelyn.brincks1@iowa.gov">jocelyn.brincks1@iowa.gov</a>			
<b>PROCUREMENT TIMETABLE—Event or Action</b>			<b>Date/Time (Central Time)</b>
State Posts Notice of RFP on TSB website			April 19, 2024
State Issues RFP			April 21, 2024
RFP written questions, requests for clarification, and suggested changes from Respondents due			May 7, 2024 2:00 p.m.
Proposals Due			May 28, 2024 2:00 p.m.
<b>Relevant Websites</b>			
Internet website where Addenda to this RFP will be posted <a href="http://bidopportunities.iowa.gov">http://bidopportunities.iowa.gov</a> and <a href="#">IMPACS Electronic Procurement System</a> .			
<b>Firm Proposal Terms</b>			
The minimum number of days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm is 120 Days.			

## Table of Contents

- 1. INTRODUCTION**
  - 1.1. Purpose
  - 1.2. Definitions
  - 1.3. Overview of the RFP Process
  - 1.4. Background Information
  
- 2. ADMINISTRATIVE INFORMATION**
  - 2.1. Issuing Officer
  - 2.2. Restriction on Communication
  - 2.3. Downloading the RFP from the Internet
  - 2.4. Procurement Timetable
  - 2.5. Questions, Requests for Clarification and Suggested Changes
  - 2.6. Amendment to the RFP
  - 2.7. Amendment and Withdrawal of Proposal
  - 2.8. Submission of Proposals
  - 2.9. Proposal Opening
  - 2.10. Costs of Preparing the Proposal
  - 2.11. No Commitment to Contract
  - 2.12. Rejection of Proposals
  - 2.13. Nonmaterial Variances
  - 2.14. Reference Checks
  - 2.15. Information from Other Sources
  - 2.16. Verification of Proposal Contents
  - 2.17. Proposal Clarification Process
  - 2.18. Public Records and Requests for Confidential Treatment
  - 2.19. Copyright Permission
  - 2.20. Release of Claims
  - 2.21. Respondent Presentations
  - 2.22. Evaluation of Proposals Submitted
  - 2.23. Award Notice and Acceptance Period
  - 2.24. No Contract Rights until Execution
  - 2.25. Choice of Law and Forum
  - 2.26. Preference
  - 2.27. Restrictions on Gifts and Activities
  - 2.28. No Minimum Guaranteed
  - 2.29. Post Solicitation Debriefing
  - 2.30. Appeals
  
- 3. FORM AND CONTENT OF PROPOSALS**
  - 3.1. Instructions
  - 3.2. Technical Proposal
  - 3.3. Cost Proposal

- 4. SCOPE OF WORK**
  - 4.1. Description of Desired Services**
  - 4.2. Training**
  - 4.3. Instructors**
  - 4.4. Administration**
  - 4.5. Course Schedule**
  - 4.6. Performance Measures**
  
- 5. SPECIFICATIONS**
  - 5.1. Mandatory Specifications**
  - 5.2. Scored Technical Specifications**
  - 5.3. Optional Specifications**
  
- 6. EVALUATION AND SELECTION**
  - 6.1. Introduction**
  - 6.2. Evaluation Committee**
  - 6.3. Technical Proposal Evaluation and Scoring**
  - 6.4. Cost Proposal Scoring**
  - 6.5. Tied Score and Preferences**
  
- 7. CONTRACTUAL TERMS AND CONDITIONS**
  - 7.1. Contract Terms and Conditions**
  - 7.2. Contractual Terms and Conditions – No Material Changes/Non-Negotiable**
  - 7.3. Special Terms and Conditions**
  - 7.4. Order of Precedence**

**Attachment 1 – Form 22 – Request for Confidentiality**

**Attachment 2 – Response Check List**

**Attachment 3 – Cost Proposal Form**

## SECTION 1 INTRODUCTION

### 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) for the initial period identified on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

### 1.2 Definitions

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

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

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

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

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

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

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

**“Respondent”** means the company, organization or other business entity 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, 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 Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked "Confidential" or "Proprietary" on every page may be disqualified.**

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

### **1.4 Background Information**

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

Performance & Development Solutions (PDS) is a training program within Department of Administrative Services, Human Resources Enterprise. PDS coordinates and schedules applicable and necessary training seminars and markets to state, city and county governments. All courses will be approved by and scheduled by PDS.

<b>SECTION 2      ADMINISTRATIVE INFORMATION</b>
--

**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 and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/> and [IMPACS Electronic Procurement System](#). 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 post written responses to questions, requests for clarifications, or suggestions received from Respondents. 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

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

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 as a separate file.

**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 specification 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 4 of the 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 4 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. A Proposal in which line item prices are structured so that it is possible that the Respondent who appears to be low will not end up having the lowest overall cost to the State, due to high prices on particular line items.

**2.12.13** There is insufficient evidence (including evidence submitted by the 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 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. **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 and be 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.

**2.18 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.**

**2.19 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.

**2.20 Release of Claims**

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

**2.21 Respondent Presentations**

Respondents that meet a minimum Technical Score of 350 points will be required to provide a virtual presentation to the Evaluation Committee. You will be contacted by the Issuing Officer with further details regarding date, time, and content of the presentation. The 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.

**2.22 Evaluation of Proposals Submitted**

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the 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.

**2.23 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.

**2.24 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.

**2.25 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.

**2.26 Preference**

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

**2.27 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.

**2.28 No Minimum Guaranteed**

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

**2.29 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.

**2.30 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 emailing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to the Director of the Department of Administrative Services and carbon copy to the Issuing Officer. The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Department,

exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the Notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Respondent.

<b>SECTION 3      FORM AND CONTENT OF PROPOSALS</b>
---

### **3.1 Instructions**

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

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

**005-RFP-1021-2024 – Respondent Name – Technical Proposal**

**005-RFP-1021-2024 – Respondent Name – Cost Proposal**

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

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

**005-RFP-1021-2024 – Respondent Name – Public Copy**

**3.1.4** Proposals shall not contain promotional or display materials.

**3.1.5** Attachments shall be referenced in the Proposal.

**3.1.6** If a 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**

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

#### **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 Attachment # 2 Response Check List.

#### **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 and understands the terms and conditions of the RFP including the Contract provisions in Section 7.

**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 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.

**3.2.5 Respondent Background Information**

The Respondent shall provide the following general background information:

**3.2.5.1** Does your state have a preference for instate Contractors? 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 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, or LLC.

**3.2.5.4** Copy of W-9.

**3.2.5.5** State of incorporation, state of formation, or state of organization.

**3.2.5.6** 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.

**3.2.5.7** Number of employees.

**3.2.5.8** Type of business.

**3.2.5.9** Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.

**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** Awarded Respondent will be required to register to do business in Iowa before payments can be made.

**3.2.5.13** For Contractor registration documents, go to:  
<https://das.iowa.gov/procurement/vendors/how-do-business>

**3.2.6 Experience**

The Respondent must provide the following information regarding its experience:

- 3.2.6.1** Number of years in business.
- 3.2.6.2** Number of years of experience with providing the types of services sought by the RFP.
- 3.2.6.3** The level of technical experience in providing the types of services sought by the RFP.
- 3.2.6.4** 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.
- 3.2.6.5** Letters of reference from three (3) previous or current customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

**3.2.7 Termination, Litigation, and Debarment**

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

- 3.2.7.1** Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- 3.2.7.2** 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.
- 3.2.7.3** 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.
- 3.2.7.4** 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.
- 3.2.7.5** 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.

### **3.2.8 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.

### **3.2.9 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.

### **3.2.10 Mandatory Specifications**

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

### **3.2.11 Optional/Additional Offerings**

Provide detailed information for any optional items that may be available. (Include costs for these items in the Cost Proposal)

## **3.3 Cost Proposal**

The Respondent shall provide its Cost Proposal in a separate file for the proposed goods and/or services. All prices are quoted pursuant to the terms and conditions of this RFP. Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices) for the proposed services. All pricing to be FOB Destination, freight cost, and all expenses included; and based on Net 60 Days Payment Terms. Cost proposals must include the following:

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

### **3.3.1 Respondent Discounts**

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

**3.3.1.1 Prompt Payment Discount**

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

**3.3.1.2 Cash Discount**

The State may consider cash discounts when scoring Cost Proposals.

<b>SECTION 4      SCOPE OF WORK</b>
-------------------------------------

**Overview**

The successful Respondent shall provide the services to the State in accordance with the requirements as provided in this Scope of Work.

**4.1 Description of Desired Services/General Specifications**

Contractor is responsible for delivering on-site, face-to-face and virtual instructor led training courses for State of Iowa Employees.

**4.2 Training**

**4.2.1** Contractor is responsible for delivering on-site, face-to-face and virtual instructor led training courses at the site specified by the Agency.

**4.2.2** Contractor is responsible for meeting their own needs for training delivery such as providing their own producer. The preferred virtual training delivery platform is Zoom. The contractor will provide links to virtual classes at the time classes are scheduled.

**4.2.3** Contractor is responsible for obtaining approval from the Agency prior to substituting any previously selected course.

**4.2.4** Upon award, the successful Contractor is responsible for submitting an electronic, detailed course outline for each course.

**4.2.5** Contractor is responsible for ensuring that training courses are approved by and scheduled by the Agency prior to providing that training.

**4.3 Instructors**

**4.3.1** Contractor is responsible for providing instructors that are practitioners in the fields for which they instruct, such that solutions explained in the course have the benefit of having been implemented in real-life scenarios.

**4.3.2** Contractor is responsible for providing Instructors that demonstrate a solid working knowledge of the material being taught. They should not keep reading from the manual. The Instructor must be able to answer most questions posed without referring to the manual or asking others for help.

**4.3.3** Contractor is responsible for providing Instructors who will perform in the role of facilitator, and effectively utilize group dynamic skills and techniques.

**4.3.4** Contractor is responsible for providing Instructors who have knowledge of and experience with audio/visual equipment and technology.

**4.3.5** Contractor should have the ability to customize training curricula to fit public sector vocabulary as well as customization based on feedback from employee evaluations and PDS staff.

**4.4 Administration**

**4.4.1** Contractor is responsible for providing their Enrollment, Cancellation and Re-scheduling policies.

**4.4.2** Contractor is responsible for providing a single point of contact to work with regarding scheduling and rescheduling.

**4.5 Course Schedule**

Contractor is responsible for working with the Agency on classroom needs for training facilitation. The Contractor and the Agency will work to establish facilitation dates and the Agency shall facilitate participant registration and the billing process.

**4.6 Performance Measures**

**4.6.1** Performance-based measures are required to be included in any State contract pursuant with Iowa Code section 8.47 (1) (Iowa Code 2019).

**4.6.2** Respondent agrees to work with the State to negotiate standard performance measures and fees at risk during the Contracting period.

<b>SECTION 5      SPECIFICATIONS</b>
--------------------------------------

**Overview**

The successful Respondent shall provide the goods and/or services to the State in accordance with the specifications and technical 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.

**5.1 Mandatory Specifications**

All items listed in this section are Mandatory Specifications. Respondents must indicate either “yes” or “no” to each specification in their Proposals and provide an explanation as to how the specification is met. 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 that the Respondent will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

**5.1.1** Training delivery shall be on-site, face-to-face as well as virtual

**5.1.2** Contractor must be willing to allow Agency personnel to evaluate their courses and course instructors via a course audit to determine appropriateness of the course and content. This audit will be at no cost to the Agency and will occur if desired by the Agency.

**5.1.3** Contractor shall not substitute an instructor other than the one previously selected without prior approval from the Agency.

**5.2 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.

**5.2.1 Scope of Work**

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

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

### **5.2.2 Course Descriptions**

Please provide a course list that provides a detailed description of the courses offered, the number of students per class, and the instructor for the course. The required Performance and Development courses are described in Attachment # 3. Provide a detailed description of the following for each class:

- Course Outline
- Course Objectives and Anticipated outcomes of the class that will enable the participant to utilize his/her learning in the workplace
- Identification of Major Teaching Points
- Description of Course Delivery Methods
- Breakdown of Course Delivery Methods
- Sample Teaching Aids (i.e. PowerPoint, handouts, etc.)
- Recommended Audience
- Recommended Prerequisites

### **5.2.3 Training Approach**

Audiences for PDS courses are a range of public sector employees with varied experiences. As such, please provide a narrative explaining your approach to developing course material and training, implementing the approach, and ensuring results. Please specify what teaching aids, if any, will be required for the room in which training will occur. Contractor is responsible for supplying their own equipment (i.e. laptop, presentation, etc.). Identify any additional onsite needs that may be required.

### **5.2.4 Instructors**

Provide sufficient additional information, including references to allow the Agency to evaluate all proposed instructors for training. The Agency will provide final approval for all instructors before each training class is scheduled.

### **5.2.5 Administration**

Provide a copy of your Enrollment, Cancellation and Re-scheduling policies.

### **5.2.6 Custom Courses**

- The development of these courses will be determined based on agency identified need and approval. Courses could consist of topics in the following areas:
- Supervisory and Leadership (supervisory skills, leadership skill, conflict resolution, delegation, giving employee feedback, etc.)
- Communication (business writing, presentations, public speaking, conflict resolution, writing for analysts, etc.)
- Employee Development (research and analytical skills, forming recommendations, memo and report writing skills, customer service, change management, team building, collaboration, etc.)
- Career Development (values & ethics, project management, stress management and organization/planning/time management, etc.)

### **5.3 Optional Specifications**

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

Please provide a description of any optional services you provide that differentiates the training your company would provide. Examples would be the ability to customize courses or the ability to provide more in-depth training. (Include the cost for these items in the Cost Proposal)

<b>SECTION 6      EVALUATION AND SELECTION</b>
--

**6.1 Introduction**

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest value to the State. Agency will not necessarily award the Contract to the 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.

**6.2 Evaluation Committee**

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

**6.3 Technical Proposal Evaluation and Scoring**

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

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

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

**6.4 Cost Proposal Scoring**

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

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 Respondents 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.

## 6.5 Tied Score and Preferences

- 6.5.1 An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the 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.
- 6.5.2 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.
- 6.5.3 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.
- 6.5.4 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.
- 6.5.5 Preferences required by applicable statute or rule shall also be applied, where appropriate.

## SECTION 7 CONTRACT TERMS AND CONDITIONS

### **7.1 Contract Terms and Conditions**

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the Terms and Conditions, the offer of the successful 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 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, the General Terms and Conditions to the extent referenced and linked to on the RFP cover page, and/or any Terms and Conditions attached to and accompanying this RFP as an attachment hereto, will be incorporated into the Contract. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Respondent.

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

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

- 7.1.3** Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Respondent in its Proposal;
- 7.1.4** Change the Agency's recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to the Agency.

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

## **7.2 Contractual Terms and Conditions – No Material Changes/Non-Negotiable**

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

### **7.2.1 Indemnification**

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

### **7.2.2 Limitation of Liability**

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

### **7.2.3 Jurisdiction and Venue**

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

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

#### **7.2.4 Confidentiality**

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

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

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

### **7.3 Special Terms and Conditions**

#### **7.3.1 Term Length**

The Contract shall have an initial term of two (2) years, beginning on the date of contract execution (the “**Effective Date**”). At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of four (4) additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise each option no later than sixty (60) days before the end of the Contract’s then-current term.

#### **7.3.2 Payment Terms**

##### **7.3.2.1 Payment Methods**

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments may be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. 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.**

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

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

[https://das.iowa.gov/sites/default/files/acct\\_sae/man\\_for\\_ref/forms/eft\\_aut\\_horization\\_form.pdf](https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_aut_horization_form.pdf)

##### **7.3.2.3 State Warrant**

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

#### **7.3.2.4 Credit card or ePayables**

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

#### **7.3.2.5 Terms and Conditions for State of Iowa Purchasing Cards**

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

**7.3.2.5.1** Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;

**7.3.2.5.2** Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;

**7.3.2.5.3** Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);

**7.3.2.5.4** Contractor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;

**7.3.2.5.5** Contractor shall confirm that the name of purchaser matches the name on the card;

**7.3.2.5.6** Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;

**7.3.2.5.7** Contractor shall shred any documentation with credit card numbers.

#### **7.3.2.6 Payment Terms**

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

**7.3.2.7 Respondent Discounts**

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

**7.3.2.8 Prompt Payment Discount**

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

**7.3.2.9 Invoices**

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

**7.3.3 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
	Each Occurrence	\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	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.

#### **7.4 Order of Precedence**

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section 7 (Contractual Terms and Conditions) under a subsection with a heading entitled Special Terms & Conditions; (2) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the RFP cover page the Contract; (3) if neither the General Terms and Conditions for Service Contracts or Goods Contracts are linked to on the RFP cover page, any terms and conditions attached to and accompanying this RFP; and (4) any terms and conditions specifically set forth in this Section (Contractual Terms and Conditions) set forth under a subsection with a title other than Special Terms & Conditions.

**Attachment # 2  
Response Check List**

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
<b>Technical Proposal</b>			
3. Transmittal Letter			
3. Executive Summary (Signed)			
3. Specifications			
3. Respondent Background Information			
3. Experience			
3. Personnel			
3. Terminations			
3. Acceptance of Terms and Conditions			
3. Certification Letter			
3. Authorization to Release Information			
3. Firm Proposal Terms			
5. Mandatory Specifications			
5. Scored Technical Specifications			
5. Optional Specifications			
Form 22 – Request for Confidentiality			
<b>COST PROPOSAL FORM</b> (submit as a separate file)			