

REQUEST FOR PROPOSAL RFP COVER SHEET

Administrative Information:

TITLE OF RFP:		RFP #:	
Lead Agency:			
Participating Agencies:		Available to Political Subdivisions?	
State seeks to purchase:			
Number of mos. or yrs. of the initial term of the contract:		Number of possible annual extensions:	
Initial Contract term beginning:	(Date):	Ending:	(Date):
State Issuing Officer:			
Name:			
Mailing Address:			
Phone:			
e-mail:			
FAX:			

PROCUREMENT TIMETABLE—Event or Action:	Date/Time (Central Time):
State Posts Notice of RFP on TSB website	
State Issues RFP	
Resource Information [Optional, delete this section if not needed] <input type="checkbox"/> A Resource Room, accessible by appointment through the Issuing Officer on the following business days _____, _____, and _____, between the hours of 8:00 A.M. to 4:00 P.M., Central Standard Time. The Resource Room is located at _____. <input type="checkbox"/> Electronic Resources available on: (website _____ URL) _____. <input type="checkbox"/> CD available upon request of the Issuing Officer. <input type="checkbox"/> No Resource Information Available.	
Letters of Intent to Bid, if applicable [Optional, delete this section if not needed]	

Vendors' Conference [Optional, delete this section if not needed] <input type="checkbox"/> Yes	
Location and Address:	
If a map is needed, contact the Issuing Officer or refer to the Resource Information.	
Is Vendors' Conference mandatory? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Copy of questions and answers from Vendors' Conference sent to Contractors, if applicable [Delete this section if there is no vendor conference]	
Written questions, requests for clarification, and suggested changes from Contractors due	
Lead Agency's written response to questions, requests for clarifications, and suggested changes	
Bid Proposals Due	Enter Date
Anticipated Date to issue Notice of Intent to Award	
Anticipated Date to execute contract	

Relevant Websites:	Web-address:
Internet website where Addenda to this RFP will be posted:	http://bidopportunities.iowa.gov/
Internet website where Notice of Intent to Award may be posted:	
Internet website where contract terms and conditions are posted:	http://das.gse.iowa.gov/terms_goods.pdf http://das.gse.iowa.gov/terms_services.pdf

Number of Copies of Bid Proposals Required to be Submitted:	Enter # [Suggested: 1 CD, 1 original and copies]
Bid Proposal Security, if any:	\$
Firm Bid Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting bid proposals that the Contractor guarantees all bid proposal terms, including price, will remain firm:	Enter # [Suggested: minimum # of days: 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 Resource Information – **Optional**
 - 2.6 Vendor’s Conference – **Optional**
 - 2.7 Questions, Requests for Clarification and Suggested Changes
 - 2.8 Amendment to RFP
 - 2.9 Amendment and Withdrawal of Proposal
 - 2.10 Submissions of Proposals
 - 2.11 Proposal Opening
 - 2.12 Costs of Preparing the RFP
 - 2.13 Rejection of Proposals
 - 2.14 Disqualification
 - 2.15 Nonmaterial Variances
 - 2.16 Reference Checks
 - 2.17 Information from Other Sources
 - 2.18 Verification of Bid Proposal Contents
 - 2.19 Bid Clarification Process
 - 2.20 Disposition of Proposals
 - 2.21 Public Records and Requests for Confidential Treatment
 - 2.22 Copyrights
 - 2.23 Release of Claims
 - 2.24 Vendor Presentations – **Optional**
 - 2.25 Evaluation of Bid Proposals Submitted
 - 2.26 Award Notice and Acceptance Period
 - 2.27 Definition of Contract
 - 2.28 Choice of Law and Forum
 - 2.29 Restrictions on Gifts and Activities
 - 2.30 No Minimum Guaranteed – **Optional**
 - 2.31 Appeals
 - 2.XX Optional Provisions**
 - Letters of Intent to Bid, Criminal History, Background Investigation**

- 3 FORM AND CONTENT OF RFPS
 - 3.1 Instructions
 - 3.2 Technical Proposal

- 3.3 Cost Proposal
- 4 SPECIFICATIONS AND TECHNICAL REQUIREMENTS
 - 4.1 Overview
 - 4.2 Mandatory Requirements
 - 4.3 Scored Mandatory Requirements
 - 4.4 Optional Requirements - **Optional**
- 5 EVALUATION AND SELECTION
 - 5.1 Introduction
 - 5.2 Evaluation committee
 - 5.3 Overview of Evaluation
 - 5.4 Preferences
 - 5.5 Evaluation Criteria
- 6 CONTRACTUAL TERMS AND CONDITIONS
 - 6.1 Contract Terms and Conditions
 - 6.2 Special Terms
 - 6.3 Contract Length
 - 6.4 Insurance
 - 6.5 Performance Bond
 - 6.6 Quarterly Report – **Optional**
 - 6.7 Administrative Fee – **Optional**
 - 6.8 Accounting System Audit – **Optional**

Attachment 1 – Certification Letter

Attachment 2 – Authorization to Release Information Letter

Attachment 3 – Check List of Submittals

Attachment 4 – Cost Proposal Form

Please renumber table of contents if optional sections are removed!

Section 1 Introduction

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Contractors to provide the goods and/or services identified on the RFP cover sheet and described further in Section 4 of this RFP to the Lead Agency and any Participating Agencies identified on the RFP cover sheet. The Lead Agency intends to award a contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the Lead Agency may extend the contract(s) for up to the number of annual extensions identified on the RFP cover sheet at the sole discretion of the Lead Agency. Any contract(s) resulting from the RFP shall not be an exclusive contract.

1.2 Definitions

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

- 1.2.1 **“Bid Proposal”** means the Contractor’s bid or proposal submitted in response to the RFP.
- 1.2.2 **“Contract” or “Resulting Contract”** means the contract(s) entered into with the successful Contractor(s) as described in section 6.1.
- 1.2.3 **“Contractor” or “Vendor”** means vendors submitting Bid Proposals in response to this RFP.
- 1.2.4 **“Lead Agency”** means the agency identified on the RFP cover sheet as the Lead Agency and is the chief coordinator and issuer of the RFP. The Lead Agency will also execute the Resulting Contract.
- 1.2.5 **“Participating Agency” or “Participating Agencies”** means the agency or agencies identified on the RFP cover sheet as Participating Agencies and any other agency that decides to utilize the Resulting Contract.
- 1.2.6 **“Purchase Instrument”** means the documentation issued by the State to the Contractor for a purchase of goods and/or services in accordance with the terms and conditions of the Contract. It may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the State. Any pre-printed contract terms and conditions included on Contractor’s forms or invoices shall be null and void.
- 1.2.7 **“Responsible Contractor”** means a Contractor that has the capability in all respects to perform the requirements of the Resulting Contract. In determining whether a Contractor is a Responsible Contractor, the Lead Agency may consider various factors including, but not limited to, the Contractor’s competence and qualifications to provide the goods or

services requested, the Contractor's integrity and reliability, the past performance of the Contractor relative to the quality of the goods or services offered by the Contractor, the proposed terms of delivery, and the best interest of the Lead Agency and Participating Agencies.

1.2.8 "Responsive Bid Proposal" means a Bid Proposal that complies with the material provisions of this RFP.

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

1.2.10 "State" means the State of Iowa, the Lead Agency and Participating Agencies identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases off of the Resulting Contract as permitted by this RFP.

1.3 Overview of the RFP Process

Contractors will be required to submit their responses in hardcopy and on CD-ROM. It is the Lead Agency's intention to evaluate proposals from all Responsible Contractors that submit timely Responsive Bid Proposals, and award the contract(s) in accordance with Section 5, Evaluation and Selection.

1.4 Background Information

This RFP is designed to provide Contractors with the information necessary for the preparation of competitive Bid Proposals. The RFP process is for the Lead Agency's and Participating Agencies' benefit and is intended to provide the Lead 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 Bid Proposal.

[Enter in RFB-specific background information here, spend detail, etc. This is a brief summary of the current situation, not a scope of work]

Section 2 Administrative Information

2.1 Issuing Officer

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a notice of intent to award the contract is issued.

2.2 Restriction on Communication

From the issue date of this RFP until a notice of intent to award the contract is issued, Contractors may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in section 2.7. Oral questions related to the interpretation of this RFP will not be accepted. Contractors may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

2.3 Downloading the RFP from the Internet

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

2.4 Procurement Timetable

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

2.5 Resource Information - [Optional, delete this section if not needed]

Resource information regarding this RFP may be available. See the RFP cover sheet for details regarding resource information. [Make sure this matches the RFP cover sheet.]

[Make sure this matches the RFP cover sheet.]

2.6 Vendors' Conference - [Optional, delete this section if not needed]

If the RFP cover sheet indicates a Vendors' conference will be held in conjunction with this RFP, it will be held at the date, time, and location listed on the RFP cover sheet. The purpose of the Vendors' conference is to discuss with prospective Contractors the work to be performed and allow prospective Contractors an opportunity to ask questions regarding the RFP. Oral discussions at the Vendors' conference shall not be considered part of the RFP unless

confirmed in writing by the Lead Agency and incorporated into this RFP. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. A copy of the questions and answers will be sent to Contractors who submit a letter of intent to bid.

If the RFP cover sheet indicates the Vendors' conference is mandatory, the Agency shall reject Bid Proposals submitted by Vendors who do not attend the Vendors' Conference.

Be sure to renumber if any of the above sections are removed!

2.7 Questions, Requests for Clarification, and Suggested Changes

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

The Lead 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.

2.8 Amendment to the RFP

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

2.9 Amendment and Withdrawal of Bid Proposal

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

2.10 Submission of Bid Proposals

The Lead Agency must receive the Bid Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Bid Proposals Due" date listed on the RFP cover sheet. **This is a mandatory requirement and will not be waived by the Lead Agency. Any Bid Proposal received after this deadline will be rejected and returned unopened to the Contractor.** Contractors mailing Bid Proposals must allow ample mail delivery time to ensure timely receipt of their Bid Proposals. It is the Contractor's responsibility to ensure that the Bid Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Bid Proposal. Electronic mail and faxed Bid Proposals will not be accepted.

Contractors must furnish all information necessary to enable the Lead Agency to evaluate the Bid Proposal. Bid proposals that fail to meet the mandatory requirements of the RFP will be disqualified. Oral information provided by the Contractor shall not be considered part of the Contractor's Bid Proposal unless it is reduced to writing.

2.11 Bid Proposal Opening

The Lead Agency will open Bid Proposals after the deadline for submission of Bid Proposals has passed. The Bid Proposals will remain confidential until the Evaluation Committee has reviewed all of the Bid Proposals submitted in response to this RFP and the Lead Agency has announced a notice of intent to award a contract. See Iowa Code Section 72.3. However, the names of Contractors who submitted timely Bid Proposals will be publicly available after the Bid Proposal opening. The announcement of Contractors who timely submitted Bid Proposals does not mean that an individual Bid Proposal has been deemed technically compliant or accepted for evaluation.

2.12 Costs of Preparing the Bid Proposal

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

2.13 Rejection of Bid Proposals

The Lead Agency reserves the right to reject any or all Bid Proposals, in whole and in part, received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Lead Agency to award a contract.

2.14 Disqualification

The Lead Agency may reject outright and not evaluate Bids Proposals for any one of the following reasons:

2.14.1 The Contractor fails to deliver the cost proposal in a separate envelope.

2.14.2 The Contractor acknowledges that a requirement of the RFP cannot be met.

- 2.14.3 The Contractor's Bid Proposal materially changes a requirement of the RFP or the Bid Proposal is not compliant with the requirements of the RFP.
- 2.14.4 The Contractor's Bid Proposal limits the rights of the Lead Agency.
- 2.14.5 The Contractor fails to include information necessary to substantiate that it will be able to meet a requirement of the RFP.
- 2.14.6 The Contractor fails to timely respond to the Lead Agency's request for information, documents, or references.
- 2.14.7 The Contractor fails to include a bid bond, if required.
- 2.14.8 The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in section 3 of this RFP.
- 2.14.9 The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of this RFP or otherwise fails to comply with the requirements of this RFP.
- 2.14.10 The Contractor initiates unauthorized contact regarding the RFP with state employees.
- 2.14.11 The Contractor provides misleading or inaccurate responses.
- 2.14.12 The Contractor's Bid Proposal is materially unbalanced.
- 2.14.13 There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Lead Agency from other sources) to satisfy the Lead Agency that the Contractor is a Responsible Contractor.
- 2.14.14 The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

2.15 Nonmaterial Variances

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

2.16 Reference Checks

The Lead Agency reserves the right to contact any reference to assist in the evaluation of the Bid Proposal, to verify information contained in the Bid Proposal

and to discuss the Contractor's qualifications and the qualifications of any subcontractor identified in the Bid Proposal.

2.17 Information from Other Sources

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

2.18 Verification of Bid Proposal Contents

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

2.19 Bid Proposal Clarification Process

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

2.20 Disposition of Bid Proposals

All Bid Proposals become the property of the State and shall not be returned to the Contractor. Once the Lead Agency issues a notice of intent to award the contract, the contents of all Bid Proposals will be in the public domain and be open to inspection by interested parties, except for information for which Contractor properly requests confidential treatment or subject to exceptions provided *in Iowa Code Chapter 22* or other applicable law.

2.21 Public Records and Requests for Confidential Treatment

The Lead Agency will treat all information submitted by a Contractor as public records unless the Contractor properly requests that specific parts of the Bid Proposal be treated as confidential at the time of submitting the Bid Proposal. The Lead Agency's release of public records is governed by Iowa Code Chapter 22. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Bid Proposal. The Lead Agency will copy and produce public records as required to comply with Chapter 22 or other applicable law.

Any request for confidential treatment of specific information must be included in the transmittal letter with the Contractor's Bid Proposal. In addition, the Contractor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. Pricing information cannot be considered confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Contractor to respond to any inquiries by the Lead Agency concerning the confidential status of the materials.

Any Bid Proposal submitted which contains information for which the Contractor is requesting Confidential treatment must be conspicuously marked by the Contractor on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. **Failure to properly identify specific confidential information shall relieve Lead Agency or State personnel from any responsibility if confidential information is viewed by the public, or a competitor, or is in any way accidentally released. If contractor identifies entire the Bid Proposal as confidential, the Lead Agency may reject the Bid Proposal as non-responsive.**

[This should match the information on the cover sheet and section 3]

If the Contractor designates any portion of the RFP as confidential, the Contractor must submit one copy of the Bid Proposal plus one on CD both marked "Public Copy" from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in Section 3 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Bid Proposal as possible.

If Lead Agency receives a request for information that includes information the Contractor has marked as confidential, written notice shall be given to the Contractor seven calendar days prior to the release of the information to allow the Contractor to seek injunctive relief pursuant to *Section 22.8* of the *Iowa Code*. The Lead Agency will release the information marked confidential in response to a request for public record records unless a court of competent jurisdiction determines the information is confidential under Iowa Code Chapter 22 or other applicable law.

The Contractor's failure to request confidential treatment of material will be deemed by the Lead Agency as a waiver of any right to confidentiality the Contractor may have had.

2.22 Copyright Permission

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

2.23 Release of Claims

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

2.24 Vendor Presentations [Optional, delete this section if not needed]

Vendors may be required to make a presentation. (If Issuing Officer requires a presentation, include in Section 5.5 a comment regarding evaluation % of score and include the language below.

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

2.25 Evaluation of Bid Proposals Submitted

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

2.26 Award Notice and Acceptance Period

Notice of intent to award the contract(s) will be sent to all Contractors submitting a timely Bid 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 the Lead Agency. If the successful Contractor fails to negotiate and deliver an executed contract by that date, the Lead Agency, in its

sole discretion, may cancel the award and award the contract to the remaining Contractor the Lead Agency believes will provide the best value to the State.

2.27 No Contract Rights until Execution

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

2.28 Choice of Law and Forum

This RFP and the Resulting 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 Resulting Contract. Contractors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.29 Restrictions on Gifts and Activities

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

2.30 No Minimum Guaranteed [Optional, delete this section if not needed]

The Lead Agency anticipates that the selected Contractor will provide goods and/or services as requested by the Lead Agency. The Lead Agency will not guarantee any minimum level of purchases. [This option may be revised if the State determines it will guarantee a minimum level of purchases to obtain better prices.]

2.31 Appeals

Appeals of the Notice of Intent to Award are governed by the Lead Agency's vendor appeal process. Contractors may obtain information about the appeal process from the Issuing Officer and at 11 IAC.

OPTIONAL PROVISIONS delete if not needed

2.x Letters of Intent to Bid

A letter of intent to bid must be mailed, sent via delivery service or hand delivered to the Issuing Officer and received by the time and date listed in the RFP cover sheet. The letter of intent to bid must identify the RFP by its name and number and include the Contractor's name, mailing address, electronic mail address, fax number, telephone number, a statement of Contractor's intent to submit a bid in response to the RFP, and an authorized signature. Electronic mail and faxed letters of intent to bid will not be accepted.

Submitting a letter of intent to bid is a mandatory condition to submit a Bid Proposal and to ensure receipt of written responses to Contractors' questions and Addenda to the RFP. Failure to submit a letter of intent by the deadline specified will result in the rejection of the Contractor's Bid Proposal.

[Note: If you use this option, you will need to fill in a due date for the Letters of Intent to Bid into the table in the RFP cover sheet.]

2.XX Criminal History and Background Investigation

The Contractor hereby explicitly authorizes the Lead Agency to conduct criminal history and/or other background investigation(s) of the Contractor, its officers, directors, shareholders, partners and managerial and supervisory personnel retained by the Contractor for the performance of the contract.

SECTION 3 FORM AND CONTENT OF BID PROPOSALS

3.1 Instructions

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

3.1.1 The Bid Proposal shall be typewritten on 8.5" x 11" paper and sent in a sealed envelope.

3.1.2 The Bid Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Cost Proposal shall be in a separate sealed in an envelope. If multiple envelopes for each Bid Proposal are used, the envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

[RFP Title] Number

[Issuing Officer's Name]

[Lead Agency's Address]

[Contractor's Name and Address]

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

[The number of copies listed here should match the number on the cover sheet.]

3.1.3 One (1) original, **one (1) CD** and **[number]** copies of the Bid Proposal, each in a sealed envelope, shall be timely submitted to the Issuing Officer.

3.1.4 If the Contractor designates any information in its Bid Proposal as confidential pursuant to Section 2.21, the Contractor must also submit one (1) copy of the Bid Proposal from which confidential information has been excised as provided in Section 2.21 marked "Public Copy".

3.1.5 Bid proposals shall not contain promotional or display materials.

3.1.6 Attachments shall be referenced in the Bid Proposal.

3.1.7 If a Contractor proposes more than one method of meeting these requirements, each shall be labeled and submitted separately. 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:

3.2.1 Transmittal Letter (Required)

An individual authorized to legally bind the Contractor shall sign the transmittal letter. The letter shall include the Contractor's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.21

3.2.2 Table of Contents

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

3.2.3 Executive Summary - [Optional, delete this section if not needed]

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

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

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

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

3.2.4 Specifications and Technical Requirements

The Contractor shall answer whether or not it will comply with each requirement in Section 4 of the RFP. Where the context requires more than a yes or no answer or the RFP indicates, Contractor shall explain how it will comply with each requirement in Section 4. Merely repeating the requirements may be considered non-responsive and may disqualify the Contractor. Bid Proposals must identify any deviations from the requirements of this RFP or requirements the Contractor cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the Contractor cannot satisfy may disqualify the Contractor.

3.2.5 Vendor Background Information

[You may modify the types of background information requested to meet the needs of your procurement.]

The Contractor shall provide the following general background information:

3.2.5.1 Does your state have a preference for instate vendors Yes or No? If yes, please include the details of the preference.

- 3.2.5.2 Name, address, telephone number, fax number and e-mail address of the Contractor including all d/b/a's or assumed names or other operating names of the Contractor.
- 3.2.5.3 Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.
- 3.2.5.4 State of incorporation, state of formation, or state of organization.
- 3.2.5.5 The location(s) (including address and telephone numbers) of the offices and other facilities that relate to the Contractor's performance under the terms of the RFP.
- 3.2.5.6 Local office address and phone number (if any).
- 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 Contractor's representative to contact regarding all contractual and technical matters concerning the Bid Proposal.
- 3.2.5.10 Name, address and telephone number of the Contractor's representative to contact regarding scheduling and other arrangements.
- 3.2.5.11 Name, contact information and qualifications of any subcontractors who will be involved with this project.
- 3.2.5.12 Contractor's accounting firm.
- 3.2.5.13 The successful Contractor will be required to register to do business in Iowa before payments can be made.
For vendor registration documents, go to:
http://das.gse.iowa.gov/procurement/vendor_reg.html

Be sure to renumber if any of the above sections are removed!

3.2.6 Experience

The Contractor must provide the following information regarding its experience:

You may select from the list below or add your own criteria.

- 3.2.6.1 Number of years in business.

- 3.2.6.2 Number of years experience with providing the types of goods and/or services sought by the RFP.
- 3.2.6.3 The level of technical experience in providing the types of goods and/or services sought by the RFP.
- 3.2.6.4 A list all of all goods and/or services similar to those sought by this RFP that the Contractor has provided to other businesses or governmental entities.
- 3.2.6.5 References from three (3) previous customers or clients knowledgeable of the Contractor's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

Be sure to renumber if any the above sections are removed!

3.2.7 Personnel - Section 3.2.7 is optional.

Remove it if it does not apply to your procurement.

The Contractor must provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP. The following information must be included in the resumes:

3.2.7.1 Full name.

3.2.7.2 Education.

3.2.7.3 Years of experience and employment history particularly as it relates to the requirements of the RFP.

3.2.8 Financial Information Optional - delete this section if not needed]

The Contractor must provide the following financial information:

3.2.8.1 Audited financial statements for the last 3 years. For privately held companies, you may substitute: Credit reports.

3.2.8.2 A minimum of three (3) financial references. For privately held companies, you may substitute: Letters of reference from bank.

3.2.9 Terminations, Litigation, Debarment - Optional, delete this section if not needed]

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

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

3.2.9.2 Describe any damages or penalties assessed against or dispute resolution settlements entered into by the Contractor under any existing or past contracts for goods and/or services. Provide full details regarding the incident, including the dollar amount of damages, penalties and settlement payments.

3.2.9.3 Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity.

3.2.9.4 A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party

(This is an Option within the Option, delete the following statement if it does not apply to your procurement.)

The Contractor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid Proposal or in termination of any subsequent contract.

3.2.9.5 Any irregularities discovered in any of the accounts maintained by the Contractor on behalf of others, describe the circumstances and disposition of resolving the irregularities.

The above disclosures are a continuing requirement of the Contractor. The Contractor shall provide written notification to the Lead Agency of any such matter commencing or occurring after submission of a Bid Proposal, and with respect to the successful Contractor, following execution of the Resulting Contract.

3.2.10 Acceptance of Terms and Conditions

The Contractor shall specifically agree that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If the Contractor objects to any term or condition, the Contractor must specifically take exception per the RFP page and section and provide the reason for the objection. Objections or responses that materially alter the RFP may be deemed non-responsive and result in rejection of the Bid proposal.

3.2.11 Certification Letter

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

3.2.12 Authorization to Release Information

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

3.2.13 Firm Bid Proposal Terms

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

(This should match the number of days in the RFB Cover Letter)

3.2.14 Bid Proposal Security

There is no bid bond required by this RFP.

Alternative language if there is a bid bond required:

The Contractor shall submit a bid bond, certified or cashier's check, or an irrevocable letter of credit in favor of or made payable to the Lead Agency in the amount indicated on the RFP cover sheet. If the Contractor elects to use a bond, a surety licensed to do business in Iowa on a form acceptable to the Lead Agency must issue the bond. The Bid Proposal security shall be forfeited if the Contractor awarded the contract withdraws its Bid Proposal after the Lead Agency issues a Notice of Intent to Award, does not honor the terms offered in its Bid Proposal, or does not negotiate contract terms in good faith. Security submitted by Contractors will be released when the Bid Proposals expire, are rejected, or the Lead Agency enters into a contract with the successful Contractor, whichever is earliest.

3.3 Cost Proposal

The Contractor shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services.

Payment Terms

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

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

Using the format in Attachment 4, the cost proposal shall include the following:

[fill in as appropriate for the RFP]

SECTION 4 SPECIFICATIONS AND TECHNICAL REQUIREMENTS

This section will be specific to each solicitation. It will contain a description of the goods of services you seek to buy with this RFP. You may add information to be more specific.

4.1 Overview

The successful Contractor shall provide the goods and/or services to the Lead Agency and to Buyers issuing Purchase Instruments against the Resulting Contract in accordance with the technical specifications defined in this Section. The Contractor shall address each requirement in this Section and explain how it will comply with each requirement. Bid Proposals must be fully responsive to each requirement. Bid Proposals must identify any deviations from the requirements of this RFP or requirements the Contractor cannot satisfy. Any deviations from the requirements of Section 4 or any requirement of Section that the Contractor cannot satisfy may disqualify the Contractor.

There are two types of requirements addressed in these specifications:

- **Mandatory (pass/fail) Requirements:** A Contractor must be able to satisfy all these requirements to be deemed a Responsible Contractor.
- **Scored Mandatory Technical Requirements:** Proposals which pass the Mandatory Requirements review will be reviewed by the evaluation committee and scored in accordance with the evaluation criteria described in Section 5. Compliance with the Scored Technical Requirements is also mandatory.
- **Optional Scored Requirements:** like to have

4.2 Mandatory (Pass/Fail) Technical Requirements

All items listed in Section 4.2 are Mandatory Requirements. A pass/fail evaluation will be utilized for these Requirements. Contractors must mark either “yes” or “no” to each requirement in their Bid Proposals. By indicating “yes”, a Contractor agrees that it shall comply with that requirement throughout the full term of the Resulting Contract, if the Contractor is successful. In addition, if specified by the requirement, the Contractor shall provide references and/or supportive materials to verify the Contractor’s compliance with the requirement. Failure to provide this information may cause the Bid Proposal to be deemed non-responsive and therefore rejected. The Lead Agency reserves the right to determine whether the supportive information and materials submitted by the Contractor demonstrate the Contractor will be able to comply with the Mandatory Requirements. If the Agency determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Requirements, the Lead Agency may reject the Bid Proposal.

Examples of mandatory requirements: no food with expiration dates of less than..., % of cotton in shirts, require EPEAT certified.

[List Mandatory Requirements]

4.3 Mandatory Scored Technical Requirements

All items listed below are mandatory Scored Technical Requirements. All requirements must be met; they will be evaluated and scored by the evaluation committee in accordance with Section 5. Proposals that do not have a minimum score of _____ on these requirements will be rejected.

[List mandatory Scored Requirements] See attachment 4

4.4 Optional Scored Technical Requirements **Optional** -delete this section if not needed]

Optional Requirements may be scored by an evaluation committee in accordance with Section 5.

All items listed below are optional, non-mandatory requirements. These requirements will be evaluated and scored, but will not be included in the calculation of the minimum score as provided in Section 4.3 above.

[List optional scored technical requirements.]

4.5 Reclaimed/Recycled Materials – **[Optional]**, Include, if this applies to this commodity. delete this section if it does apply]

By submitting a solicitation response, the vendor certifies the items offered for sale herein do not include any foam products (polystyrene) manufactured with chlorofluorocarbons, when such items are specified for use as food product containers.

When appropriate, specifications shall include requirements for the use of recovered materials and products. The specifications shall require, at a minimum, that all responses to a solicitation include a product content statement that describes the percentage of the content of the item that is reclaimed material.

SECTION 5 EVALUATION AND SELECTION

Some of the introduction can be standardized, but all scoring and strategy related items will need to be tailored to each solicitation.

5.1 Introduction

This section describes the evaluation process that will be used to determine which Bid Proposal(s) provides the greatest benefit to the Lead Agency and Participating Agencies. The Lead Agency will not necessarily award any contract resulting from this RFP to the Contractor offering the lowest cost to the Lead Agency and Participating Agencies. Instead, the Lead Agency will award the contract to the Responsible Contractor whose Responsive Bid Proposal the agency believes will provide the best value to the Lead Agency and Participating Agencies.

5.2 Evaluation Committee

The Lead Agency intends to conduct a comprehensive, fair, and impartial evaluation of Bid Proposals received in response to this RFP. The Lead Agency will use an evaluation committee to review and evaluate the Bid Proposals.

[If the evaluation committee's recommendation has to be approved by a higher authority, add the following language:

The evaluation committee will make a recommendation to the [person or entity who must approve the recommendation]. The [person or entity who must approve the recommendation] will select the Contractor to receive the award. The [person or entity who must approve the recommendation] is not bound by the evaluation committee's recommendation.]

5.3 Overview of Evaluation

All Bid Proposals will be first evaluated to determine if they comply with the Mandatory Requirements and Scored Mandatory Technical Requirements described in Section 4 (i.e. to determine if they the Contractor is a Responsible Contractor submitting a Responsive Bid Proposal) and meet the minimum score as provided in Section 4.3. The evaluation committee will fully evaluate and score all Responsive Bid Proposals submitted by Responsible Contractors in accordance with this Section. To be deemed a Responsible Contractor and a Responsive Bid Proposal, the Bid Proposal must:

- answer in "Yes" to all parts of Section 4.2 and include supportive materials as required to demonstrate the Contractor will be able to comply with the Mandatory Requirements in Section 4.2 and 4.3
- Obtain a minimum score of [fill in] for the Scored Mandatory Technical Requirements outlined in Section 4.3

Make sure this matches statements in Section 4.

[Alternative language if mandatory requirements will also be scored:

All Bid Proposals will be first evaluated to determine if they comply with the mandatory requirements. The evaluation committee will evaluate and score all Responsive Bid Proposals meeting all mandatory requirements in accordance with this Section.]

5.4 Preferences

5.4.1 Preference to Iowa Products and Services

In accordance with the provisions of *Iowa Code § 73.1* a preference will be given to products and provisions grown and coal produced within the State of Iowa, when they are found in marketable quantities in the State and are of a quality reasonably suited to the purpose intended, and can be secured without additional cost over foreign products or products of other states. Preferences required by applicable statute or rule shall also be applied, where appropriate.

5.4.2 Tied Bid

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 contractors 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 bid involves an Iowa vendor and a vendor outside the State of Iowa, the Iowa vendor will receive preference. If a tied bid involves one or more Iowa vendors and one or more vendors outside the state of Iowa, a drawing will be held among the Iowa vendors only. Tied bids involving Iowa-produced or Iowa-manufactured products and items produced or manufactured outside the state of Iowa will be resolved in favor of the Iowa product.

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

5.5 Evaluation Criteria

Evaluation of Bid Proposals will be based on the following criteria, which are not listed in any particular order of importance. Maximum score possible: [fill in].

[Note--Criteria will vary depending on the goods or services being bid. The following are offered as examples only. You should only include criteria you actually intend to use in the evaluation.]

[If the recommendation has to be approved by a higher authority, add the following language:

Lead Agency personnel will make a recommendation to the [person, board, committee or entity who must approve the recommendation]. The [person, board, committee or entity who must approve the recommendation] will select the Contractor to receive the award. The [person, board, committee or entity who must approve the recommendation] is not bound by the personnel's recommendation.

Criterion (Samples)

- 5.5.1 Demonstrated ability to enhance and/or expand _____ at the Lead Agency and/or Participating Agencies.
- 5.5.2 Cost of goods and/or services to the Lead Agency and/or Participating Agencies.
- 5.5.3 Creativity and proposed innovative techniques that will extend or broaden the scope of _____ activities.
- 5.5.4 Satisfactory performance on previous and present contracts that are similar in scope to the subject of this RFP.
- 5.5.5 Financial stability of Contractor
- 5.5.6 Overall track record and reputation in the relevant industry.
- 5.5.7 Degree of Acceptance to the terms and conditions.
- 5.5.8 Staffing proposals.
- 5.5.9 Results of any requested oral presentations or site visits.
- 5.5.10 References
- 5.5.11 Contractor's proposed transition plan.
- 5.5.12 Demonstrated quality of proposed services and/or products.
- 5.5.13 Plans for assurance of high quality service to the Lead Agency.
- 5.5.14 Ability to integrate with Lead Agency administrative applications.
- 5.5.15 Compliance with Lead Agency information security policies
- 5.5.16 Contractor's professional experience and performance record.

SECTION 6 CONTRACTUAL TERMS AND CONDITIONS

6.1 Contract Terms and Conditions

The Resulting Contract(s) that the Lead Agency expects to award as a result of this RFP will be based upon the Bid Proposal submitted by the successful Contractor and the RFP. The Resulting Contract between the Lead Agency and the successful Contractor shall be a combination of the specifications, terms and conditions of the RFP, the contract terms and conditions contained at the web-address indicated on the RFP cover sheet, the offer of the Contractor contained in the Bid Proposal, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by the Lead Agency, except that no objection or amendment by a Vendor to the RFP requirements shall be incorporated by reference into the Contract unless the Lead Agency has explicitly accepted the Contractor's objection or amendment in writing.

The contract terms and conditions contained at the web-address indicated on the RFP cover sheet will be incorporated into the Resulting Contract. The contract terms and conditions may be supplemented at the time of contract execution and are provided to enable Contractors to better evaluate the costs associated with the RFP and the potential resulting contract. All costs associated with complying with these requirements should be included in any pricing quoted by the Contractor.

By submitting a Bid Proposal, each Contractor acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in its Bid Proposal. If a Contractor takes exception to a provision, it must state the reason for the exception and set forth in its Bid Proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change the contract terms and conditions or the requirements of the RFP may be deemed non-responsive by the State, in its sole discretion, resulting in possible rejection of the Bid Proposal. The Lead Agency reserves the right to either award a contract(s) without further negotiation with the successful Contractor or to negotiate contract terms with the successful Contractor if the best interests of the State would be served.

6.2 Special Terms **[Optional, delete this section if not needed]**

If there will be any special contract terms that are not included in the general contract terms and conditions, you should include them here. And, if you know before issuing the RFP that any of the general contractual terms and conditions will be changed in the resulting contract, you can address that here as well.

6.3 Contract Length

The term of the Contract will begin and end on the dates indicated on the RFP cover sheet.

The Lead Agency shall have the sole option to renew the Contract for up to the number of annual extensions identified on the RFP cover sheet.

6.4 Insurance [Optional, delete this section if not needed]

[When insurance will be required in the resulting contract, you need to say how much will be required. This amount will ultimately go on the Contract Declarations & Execution Page. If the Resulting Contract will not require the Contractor to maintain insurance, delete Section 6.4.]

The Resulting Contract will require the successful Contractor to maintain insurance coverage(s) of the type and in the amounts set forth below.

Example: Vendor shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Department, insurance covering its work of the type and in amounts required by this Agreement. Vendor's insurance shall, among other things, insure against any loss or damage resulting from or related to Vendor's performance of this Agreement regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Agreement shall: (i) be subject to the approval of the Department; (ii) remain in full force and effect for the entire term of this Agreement; and (iii) not be canceled, reduced or changed without the Department's prior written consent. The State of Iowa and the Iowa Department shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: "It is hereby agreed and understood that the State of Iowa and the Iowa Department of Administrative Services are named as additional insured, and that the coverage afforded to the State of Iowa and the Iowa Department under this policy shall be primary insurance. If the State of Iowa or the Iowa Department of Administrative Services have other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer's liability under this policy shall not be reduced by the existence of such other insurance." Unless otherwise requested by the Department, Vendor shall cause to be issued insurance policies with the coverages set forth below:

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$1 million
	Products –	
	Comp/Op Aggregate	\$200,000
	Personal injury Each Occurrence	\$200,000 \$200,000
Excess Liability, umbrella form	Each Occurrence	\$200,000
	Aggregate	\$400,000
Errors and Omissions Insurance	Each Occurrence	\$400,000
Property Damage	Each Occurrence	\$200,000
	Aggregate	\$400,000
Workers Compensation and Employer Liability	As Required by Iowa law	

Claims Provision. All insurance policies required by this Agreement must provide coverage on an "occurrence basis" for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

Certificates of Coverage. At the time of execution of this Agreement, Vendor shall deliver to the Department certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Vendor starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Vendor related to this Agreement, certifying that the State of Iowa and the Department are named as additional insureds on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the Department. All certificates of insurance shall be subject to approval by the Department. The Vendor shall simultaneously with the delivery of the certificates deliver to the Department one duplicate original of each insurance policy.

Liability of Vendor. Acceptance of the insurance certificates by the Department shall not act to relieve Vendor of any obligation under this Agreement. It shall be the responsibility of Vendor to keep the respective insurance policies and coverages current and in force during the life of this Agreement. Vendor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Vendor 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 Vendor. Notwithstanding any other provision of this Agreement, Vendor shall be fully responsible and liable for meeting and fulfilling all of its obligations under Section 6 of this Agreement.

Waiver of Subrogation Rights. Vendor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Department or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Department.

Filing of Claims. In the event either the Department or the State suffers a loss and is unable to file a claim under any policy of insurance required under this Agreement, the Vendor shall, at the Department's request, immediately file a proper claim under such policy. Vendor will provide the Department with proof of filing of any such claim and keep the Department fully informed about the status of the claim. In addition, Vendor agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the Department and the State. Vendor shall pay to the Department and the State any insurance proceeds or payments in receives in connection with any such claim immediately upon Vendor's receipt of such proceeds or payments.

Proceeds. In the event the Department or the State suffers a loss that may be covered under any of the insurance policies required under this Section 6, neither the Vendor nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the Department and/or the State have fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Vendor hereby assigns to the Department and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this Agreement.

6.5 Performance Bond [Optional, delete this section if not needed]

[When the resulting contract will require the Contractor to post a performance bond, you need to say so and tell the Contractors what size of bond will be required. This amount will ultimately go on the Contract Declarations & Execution Page. If the resulting contract will not require the Contractor to post a performance bond, delete Section 6.4.]

The resulting contract will require the successful Contractor to maintain a performance bond in accordance with the contractual provisions in the amount of \$ _____.

6.6 Quarterly Report [Optional, delete this section if not needed]

The Contractor shall provide an electronic detailed quarterly report on all sales made against this agreement within the State of Iowa via E-Mail to the Iowa Department of Administrative Services, GSE Procurement, Attn: [administrator of this contract], Level A, Hoover State Office Building, Des Moines, IA 50319-0105. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Vendor proposals must include a sample report and a description of the reporting that will be provided. The State reserves the right to requests more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

6.7 Administrative Fee [Optional, delete this section if not needed]

Without affecting the approved discounts or prices specified in the Master Price Agreement herein, the Contractor shall provide to the Iowa Department of Administrative Services a 1.00% Administrative Fee on all sales made within the State of Iowa against this agreement. The fee is to be paid quarterly to the Iowa Department of Administrative Services, GSE, Procurement; Attn: Debbie O'Leary, Div. Administrator, Level A, Hoover State Office Building, 1305 E. Walnut St., Des Moines, IA 50319-0105.

6.8 Accounting System Audit [Optional, delete this section if not needed]

Prior to signing a specific service contract which exceeds \$150,000.00 and is other than a fixed bid deliverable contract, the Auditor of State may be required to provide certification stating that the contractor has an accounting system adequate to effect compliance with the terms and conditions of the contract. The contractor may be required to submit to an audit, if necessary, and shall pay for the audit. Ref: *Iowa Code Section 11.36.*

<http://www.legis.state.ia.us/IACODE/2003SUPPLEMENT/11/36.html>

**Attachment # 1
Certification Letter**

Alterations to this document are prohibited, see Section 2.14.17.

[Date]

[Name of Issuing Officer], Issuing Officer
[name of Lead Agency]
[Lead Agency Address]

Re: Request for Proposal Number **[fill in number]**
PROPOSAL CERTIFICATIONS

Dear **[Name of Issuing Officer]**:

I certify that the contents of the Bid Proposal submitted on behalf of [Name of Contractor] (Contractor) in response to **[Name of Lead Agency]** for Request for Proposal Number (RFP) **[number]** for **[describe goods or services being purchased]** are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Bid Proposal.

Certification of Independence

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

1. The Bid Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Lead Agency or any Participating Agency, or with any person serving as a member of the evaluation committee.
2. The Bid Proposal has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid Proposal has not been and will not be knowingly disclosed directly or indirectly prior to the Lead Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by the Contractor to induce any other Contractor to submit or not to submit a Bid Proposal for the purpose of restricting competition.

5. No relationship exists or will exist during the contract period between the Contractor and the Lead Agency or any Participating Agencies that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Bid 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, 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 Bid 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 Lead Agency has relied upon when this transaction was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available, the Lead 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(8) (2009) a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under Iowa Code chapter 423 on all sales of tangible personal property and enumerated services. The Act also requires contractors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

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

- Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or

- Contractor is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) and (43).

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

Sincerely,

[Name and Title]

Attachment #2
Authorization to Release Information Letter
Alterations to this document are prohibited, see Section 2.14.17.

[Date]

[Name of Issuing Officer], Issuing Officer
[Name of Lead Agency]
[Lead Agency Address]

Re: Request for Proposal Number **[fill in number]**
AUTHORIZATION TO RELEASE INFORMATION

Dear **[Name of Issuing Officer]**:

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

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

The Contractor hereby releases, acquits and forever discharges the State of Iowa, the Lead Agency, Participating Agencies, 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 Lead Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the RFP.

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

The Contractor further authorizes any and all persons, entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Contractor's Bid Proposal. The Contractor hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including

all claims, demands and causes of action of every nature and kind affecting the Contractor that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Lead Agency or the Evaluation Committee in the evaluation and selection of a successful contractor in response to the RFP.

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

Sincerely,

[Printed Name of Contractor Organization]

[Name and Title of Authorized Representative]

Date

**Attachment # 3
Requirements Check List**

[Optional, Example : delete this section if not needed]

RFP REFERENCE	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
3.1.3 One (1) Original, (1) CD, and # copies of the Bid Proposal			
3.1.4 One (1) Public Copy with Confidential Information Excised			
3.2.1 Transmittal Letter			
3.2.4 Specifications and Technical Requirements			
4.2 Mandatory Requirements			
4.3 Scored Mandatory Requirements			
4.4 Optional Requirements			
3.2.5 Background Information			
3.2.6 Experience			
3.2.7 Personnel			
3.2.8 Financial Information			
3.2.9 Terminations			
3.2.10 Acceptance of Terms and Conditions			
3.2.11 Certification Letter			
3.2.12 Authorization to Release Information			
3.2.13 Firm Bid Proposal Terms			
3.2.14 Bid Proposal Security			

[Add or modify as appropriate]

**ATTACHMENT # 4
Cost Proposal Format**

[Optional, delete this section if not needed]

Contractor's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

Deliverable Item	Firm US Dollars
[Add or modify as appropriate]	
TOTAL COST:	