

STATE OF IOWA
REQUEST FOR PROPOSAL (RFP)
COVER SHEET

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Title Of RFP: Licensing Platform Application		RFP No.: 1023-481-01	
Agency:	Department of Inspections, Appeals, & Licensing		
State seeks to purchase:	Licensing, Permitting and Inspection Application	Available to Political Subdivisions?	No
Number of <u>mos.</u> or <u>yrs.</u> of the initial term of the contract:	3 years	Number of possible annual extensions:	7 years
Anticipated initial Contract term start date:	January 31, 2024	Anticipated initial Contract term end date:	January 30, 2027
State Issuing Officer:			
Name: Mike Nolan			
Phone e-Mail and Fax: mike.nolan@iowa.gov			
Mailing Address: 200 E. Grand Ave. Des Moines, IA 50309			
PROCUREMENT TIMETABLE —There are no exceptions to any deadlines for Respondents; however, Agency reserves the right to change the dates/times, in its sole discretion.			
Event or Action:		Date/Time (Central Time):	
State Posts Notice of RFP on TSB website		10/05/2023	
State Issues RFP to Bid Opportunities website		10/09/2023	
Letters of Intent to Propose Due:			
Site Visit Location and Address: IOWA DIAL Main Office (TBD)			
Is Site Visit mandatory? Yes			
If a map is needed, contact the Issuing Officer.			

Date/time of site visit:	Scheduled Cooperatively 11/17-12-12/2023
Vendors must submit questions regarding the Pre-Proposal conference by:	
Date/time of Pre-Proposal Conference:	
Questions and answers from Pre-Proposal Conference sent to Respondents by:	
Respondent's written questions, requests for clarification, and suggested changes due:	October 10, 2023
Agency's written response to RFP questions, requests for clarifications, and suggested changes due:	October 27, 2023
Proposals Due:	November 17, 2023
Anticipated Date to issue Notice of Intent to Award:	December 18, 2023
Anticipated Date to execute Contract:	January 31, 2024
Important Websites:	URL:
Website where any Amendments/Addenda to this RFP will be posted:	https://ocio.iowa.gov/it-bid-opportunities
Location where contract terms and conditions may be found:	https://ocio.iowa.gov/it-bid-opportunities
Key Requirements:	
Number of Copies of Proposals Required to be Submitted:	1 Digital, & 1 Public Copy Redacted (if necessary)
Firm Proposal Terms The minimum Number of Days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm:	180 Days

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SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described immediately below and in Section 4 of this RFP to the Agency identified on the RFP

cover sheet, and any other Agency(ies) or other governmental entity(ies) of the State making purchases from the Contract.

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

The purpose of this (RFP) is to deliver a new customer centric platform for licensing, permitting inspections across the state of Iowa. This platform will include customer facing, administrative and management capabilities. The system will replace a series of old legacy platforms and this project will also include migrating legacy data into a unified consolidated platform.

1.2 Definitions

In addition to any terms specifically defined elsewhere herein, for the purposes of this RFP and any resulting Contract, the following terms shall mean:

"Agency" means the agency identified on the RFP cover sheet that is issuing the RFP and, as used and to the extent used in the Contract, any other agency(ies) or governmental entity(ies) of the State that purchases from the Contract once executed.

"Contract" means the contract(s) entered into with the successful Respondent(s) as identified on the RFP Cover Sheet and more fully described in Section 6 (Contract Terms and Conditions & Administration).

"Contractor" or **"Vendor"** means the successful Respondent to this RFP that ultimately enters into a Contract as a result of this RFP.

"Proposal" means the Respondent's proposal submitted in response to the RFP.

"Respondent" means a potential Contractor 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, Respondent's past contract terminations, litigation, or debarments; Respondent's criminal history; Respondent's financial stability; and the best interests 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, including the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

"Terms and Conditions" means, whichever of the following is applicable:

- a. The General Terms and Conditions for Services Contracts or Goods Contracts as referenced and linked to on the RFP cover page; or
- b. 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 as may be more fully described in Section 6.1 (Contract Terms and Conditions);

- c. Any additional terms and conditions set forth in Section 6 (Contract Terms and Conditions & Administration).

SECTION 2 ADMINISTRATIVE INFORMATION
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2.1 Read, Understand, and Comply

It is the Respondent's responsibility to read this entire document, review all attachments, and any addenda thereto, and to comply with all requirements specified herein, regardless of where such requirements appear within the collective documentation forming this RFP.

2.2 Respondent Registration and Approval

Successful Respondents shall register with the Iowa Secretary of State prior to ratification of the Contract. Only properly registered vendors will be entitled to Contract award and payment. Registration can be performed electronically using the Secretary of State's [business filings page](#). Contractors are responsible for maintaining current and accurate registration information during the term of the Contract.

NOTE: Registration with the Secretary of State is not required to submit a proposal, but must be completed before the Contract is signed and work commences.

2.3 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.

2.4 Restriction on Bidder 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 2.11 (Questions, Requests for Clarification, and Suggested Changes). Oral questions related to the interpretation of this RFP will not be accepted. There may be no communication regarding this RFP with any State employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the RFP. 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.

2.5 Downloading the RFP from the Internet

The RFP document and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/>. The posted version of the RFP is the official version. The Agency will only be bound by the official version of the RFP document(s). The Respondent is advised to check the website periodically for amendments/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 ensure that any previously downloaded documents are in fact the most up to date and to check for any addenda to posted documents.

2.6 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.

2.7 Letters of Intent to Propose

The Agency requests that bidders provide their intent to Propose to the Issuing Officer by the date and time as listed on the cover sheet. A Letter of Intent to Propose 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 Propose must identify the RFP by its name and number and include the Respondent's name, mailing address, electronic mail address, fax number, telephone number, a statement of Respondent's intent to submit a proposal in response to the RFP, and an authorized signature. Submitting a Letter of Intent to Propose is a mandatory condition to submit a Proposal and to receive written responses to Respondents' questions and Addenda to the RFP. The Agency may cancel an RFP for lack of interest based on the number of letters of intent to Propose received.

Failure to submit a Letter of Intent to Propose by the deadline specified will result in the rejection of the Respondent's Proposal.

2.8 Resource Information

Resource information regarding this RFP may be available. See the RFP cover sheet for details regarding resource information.

2.9 Questions, Requests for Clarification, and Suggested Changes

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. Respondents may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions received from Respondents on before the date listed on the RFP cover sheet. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP. Failure to raise a question, request for clarification, or suggestion through this process shall constitute a waiver of any objection or argument as part of any subsequent vendor appeal; this waiver is intended to ensure the State is able to correct any material issues or errors in an orderly, efficient fashion and in a manner that is fair to all prospective Contractors.

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. Utilize RFP Attachment 7 (Question Submission Template) for submitting questions related to this RFP.

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 Submission of Proposals

The Agency must receive all required copies (including paper copy and digital) of the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Proposals Due" date and

time listed on the RFP cover sheet. **This is a mandatory requirement and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Respondent.** Respondents sending Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal.

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.

2.12 Release of Claims

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

2.13 Disposition of Proposals

Except as otherwise provided herein, all Proposals submitted in response to this RFP become the property of the State and shall not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be public records available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment according to the process set forth below, in accordance with Form 22, and pursuant to applicable exceptions or grounds for confidential treatment provided in Iowa Code Chapter 22 or other applicable law.

2.14 Form 22 - Request for Confidentiality

The Agency's release of public records is governed by Iowa Code chapter 22 and corresponding fair information practices rules. Respondents are encouraged to familiarize themselves with Chapter 22 and applicable fair information practices rules 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 and materials 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 (including but not limited to in accordance with the terms, conditions, and requirements set forth in Form 22, attached hereto) AND the information **does in fact qualify for confidential treatment** under Iowa or other applicable law.

Failure to request that information or materials be treated as confidential in accordance with this section and/or Form 22 shall relieve the Agency and state personnel from any responsibility for maintaining the information or materials in confidence. Respondents may not request confidential treatment with respect to information or sections of their Proposals specifically identified by the Agency in the RFP as being non-confidential or subject to public disclosure. A Respondent's request for confidentiality that does not comply with the terms, conditions, or requirements of this section or Form 22 is grounds for rejecting a Proposal or denying a request for confidential treatment. Blanket requests to maintain an entire Proposal as confidential will be categorically rejected.

In the event the Agency receives a request for information marked confidential, written notice shall be given to the Respondent seventy-two (72) hours prior to the release of the information to allow the Bidder to seek injunctive relief pursuant to Iowa Code § 22.5 or 22.8. Additionally, if the

Respondent fails to comply with the confidentiality process set forth herein or in Form 22, Respondent's request for confidentiality is overbroad or unreasonable, Respondent fails to supply the Agency with sufficient information to determine whether Respondent's request for confidential treatment is founded, or Respondent rescinds its request for confidential treatment, the Agency may release such information or material with or without providing advance notice to the Respondent and with or without affording the Respondent the opportunity to obtain an order restraining its release from a court of competent jurisdiction. Respondent waives any claims it may have against the Agency or the State of Iowa related to the confidential treatment of any information or materials submitted as part of the RFP process that result, in whole or in part, from any deficiencies with or related to compliance with this section or Form 22, or that otherwise result from Respondent's failure to comply with the terms, conditions, or requirements of this RFP or Form 22. Respondent further waives any claim for attorney's fees or other costs or expense incurred by Respondent in connection with Respondent's defense of any claim for confidential treatment of its Proposal or the contents thereof.

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

2.15 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.

2.16 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.

2.17 Late Proposals

Late proposals, regardless of cause, will not be opened or considered for evaluation, and will be disqualified from further consideration. It is the Respondent's sole responsibility to ensure delivery at the stated location and time.

2.18 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 Admin. Code r. 129—10.15.* 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.

2.19 Rejection of Proposals

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

- a) The Respondent fails to deliver the Cost Proposal in a separate envelope.
- b) The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- c) The Respondent states that it will be unable to meet an aspect of the Scope of Work, or does not include information necessary to substantiate that it will be able to meet any Scope of Work, specification, requirement, or otherwise indicates it will be unable to provide any services or goods required by the RFP.
- d) The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- e) The Respondent's Proposal limits, or attempts to limit, the rights of the Agency.
- f) The Respondent, in the Agency's sole opinion, fails to include information necessary to substantiate that it will be able to meet a specification of the RFP.
- g) The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- h) The Respondent fails to include Proposal Security, if required.
- i) The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as required by this RFP.
- j) The Respondent, in the Agency's sole opinion, presents the information requested by this RFP in a format inconsistent with the instructions of the RFP, including that Respondent fails to comply with the RFP's formatting requirements so that Respondent's Proposal cannot be fairly compared to other proposals, or otherwise fails to comply with the specifications or requirements of this RFP.
- k) The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- l) The Respondent, in the Agency's sole opinion, provides misleading or inaccurate responses.
- m) The Respondent's Proposal is, in the Agency's sole opinion, *materially unbalanced*.
- n) 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, including but not limited to information of or concerning Respondent's past performance; past contract terminations, litigation, or debarments; Respondent's criminal history; or financial stability.
- o) Respondent proposes the use of a subcontractor for which 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 subcontractor would constitute Responsible Respondent if the subcontractor were submitting the Proposal themselves, including but not limited to information of or concerning the subcontractor's past performance; past contract terminations, litigation, or debarments; the subcontractor's criminal history; or financial stability.
- p) The Respondent alters the language in any certification/disclosure or authorization forms attached hereto and required to be submitted as part of the process, including but not limited

to Attachment 2: Certification/Disclosure Letter and Attachment 3: Authorization to Release Information Letter.

- q) The Respondent is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code section 12J.3.
- r) Respondent marks its entire Proposal as confidential; makes excessive, overbroad, or unreasonable claims for confidential treatment; fails to supply the Agency with sufficient information to determine whether Respondent’s request for confidential treatment is founded; or identifies information or materials as confidential that the RFP expressly identifies as not entitled to confidential treatment (including pricing information in the Cost Proposal), or as being otherwise subject to public disclosure; Respondent otherwise fails to comply with the confidentiality process set forth herein or in Form 22.
- s) Any other reason set forth as subjecting a Proposal to disqualification in the RFP or any related attachments or addenda hereto.

2.20 Immaterial Variances

The Agency reserves the right to waive or permit cure of immaterial variances in the Proposal if, in the judgment of the Agency, it is in the State’s best interest to do so. Immaterial variances include but are not limited to, minor failures, informalities, or irregularities, or any other variance between the Proposal and the requirements of this RFP which does not go to an essential requirement of the RFP or has no effect or merely an inconsequential effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of such variances would not prejudice other Respondents. For the avoidance of doubt, financial information, past litigation/regulatory matters, or criminal history information shall be considered immaterial variances. In the event a Respondent omits information from its Proposal that would otherwise constitute an immaterial variance, the Agency shall be deemed to have waived the immaterial variance notwithstanding the absence of affirmative evidence or documentation demonstrating the waiver. In the event the Agency waives or permits cure of immaterial 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.

2.21 Proposal Clarification Process

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

2.22 Respondent Presentations

Respondents may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the

Respondent to illustrate the Respondent's Proposal. The presentation shall not materially change the information contained in the Proposal.

Respondents must allow and provide access to a demo or test system, to further validate functionality.

2.23 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, to discuss the Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal, or to otherwise determine whether Respondent is a Responsible Respondent.

2.24 Criminal History and Background Investigation

The Agency reserves the right to perform a criminal history check and 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 in determining whether Respondent is a Responsible Respondent. By submitting its Proposal, 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, and will fully cooperate with the Agency in obtaining any required waivers or releases required to complete any such criminal history check and background investigation(s).

2.25 Information from Other Sources

The Agency reserves the right to obtain and consider information from other sources concerning a Respondent, such as, by way of example only, 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 or debarments, and other publicly available information. Such information may be used in evaluating Respondent's Proposal, verifying information contained in the Proposal, assessing Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal, or to determine whether Respondent is a Responsible Respondent.

By way of example only, such other sources may include subject matter experts or information supplied from current contract managers. As another example, in evaluating each Respondent's Proposal, the evaluators may consider the evaluation committee members' own prior experiences with each bidder if relevant to what is being evaluated. Incumbent contractors often write about their prior work as an incumbent, and the Agency believes it would be inappropriate to evaluate an incumbent's proposal while ignoring the personal knowledge of the evaluators in this regard. In addition, certain aspects of an incumbent's scope of work will necessarily be different because of the incumbent's status. For instance, implementation and transition tasks will necessarily be different for an incumbent. Those state staff and/or contractors responsible for facilitating the scoring process will guard against the interjection of bias for or against any incumbent, but the Agency evaluators may consider their experiences with all respondents and any other extrinsic evidence if relevant to what is being evaluated. Further, considering incumbency is a neutral consideration and does not result in unfair bias or favoritism towards some Respondents over others because incumbency can be either a positive or a negative. Finally, as a final example, the Agency may consider information elicited in or supplied in response to one section of the RFP in evaluating Respondent's Proposals in the context of other sections of the RFP.

2.26 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. If the Agency determines, in its sole discretion, that the content is in any way misleading or inaccurate after the original Notice of Intent to Award has been issued, the Agency may reject a Proposal, withdraw a prior Notice of Intent to Award, and/or issue a new Notice of Intent to Award to the next highest-scoring proposal. If the Agency determines, in its sole discretion, that the content is in any way misleading or inaccurate after a Contract has been executed between the Agency and Respondent, the Agency may declare the Respondent's Proposal or resulting Contract void, terminate any Contract, or pursue available remedies including but not limited to suspension, debarment, or damages for breach of contract.

2.27 Evaluation of Proposals Submitted

Proposals that are timely submitted and that are not rejected will be reviewed and evaluated in accordance with Section 5 (Evaluation and Selection) 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.

2.28 Best and Final Offer

The Agency may request a best and final offer (BAFO) from Respondents during the evaluation process. If the Agency chooses to request a BAFO, the Issuing Officer will provide written instructions and Respondents will have five business days from the date of the Agency's request to submit their BAFOs via email to the Issuing Officer. The BAFO must be in writing and be accompanied by a transmittal letter signed by a representative who has the power to bind the Respondent to the financial terms described therein. Respondents will not be required to submit a BAFO if they believe the original offer is competitive.

If a Respondent submits a BAFO, the BAFO will serve to replace the original Cost Proposal in scoring.

2.29 Contract Managers as Evaluators

Contract managers, or other personnel who may have personal experience with prospective Respondents, may possess extraordinarily valuable program expertise, such that they are valuable, if not indispensable, assets to an evaluation committee. For that reason, among others, contract managers and such other personnel may serve on the evaluation committee in evaluating Proposals submitted in response to this RFP. Contract managers and such other personnel serving as evaluators will guard against the interjection of bias for or against any incumbent, but, like all other evaluators, may consider their experiences with all Respondents and any other extrinsic evidence known to them if relevant to what is being evaluated.

2.30 Preferences

The State will make every effort to support Iowa-based businesses, Iowa products and services, American-made products, and American-based businesses when making a purchase. Tied bids will be decided in favor of the Iowa-based business or product and service, or the American-based business or product and service.

2.31 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 the 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.

2.32 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.

2.33 Exclusivity

Any contract resulting from this RFP shall not be an exclusive contract.

2.34 No Minimum Guaranteed

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

2.35 No Commitment to Contract/No Rights until Execution

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. 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. See Section 6 (Contract Terms and Conditions & Administration) for additional information related to the contracting process and the terms and conditions governing any resulting Contract.

2.36 Use of Subcontractors

The Agency acknowledges that the successful Respondent may contract with third parties for the performance of any of the Contractor's obligations. The Agency reserves the right to provide prior approval for any subcontractor used to perform services under any contract that may result from this RFP.

2.37 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 the 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.

2.38 Respondent Continuing Disclosure Requirement

To the extent that Respondents are required to report incidents when responding to this RFP related to damages, penalties, disincentives, administrative or regulatory proceedings, or felony convictions, these matters are subject to continuing disclosure to the Agency. Incidents occurring after submission of a Proposal, and with respect to the successful bidder after the execution of a contract, shall be disclosed in a timely manner in a written statement to the Agency. For purposes

of this subsection, timely means within thirty (30) days from the date of the incident, regardless of any appeal rights. If a Respondent fails to disclose an incident, regardless of whether the incident occurred before or after submission of a Proposal, and the Agency subsequently learns of the incident and determines the omission is material, 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. If an omission is brought to the attention of an Agency as part of the appeal process set forth below, and the omission is determined to be potentially material, the appropriate remedy is for the applicable tribunal to remand the matter back to the Agency for it to determine whether the omission was, in the Agency's sole discretion, material, and whether to cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State; reissue the RFP; or proceed on another alternative path.

2.40 Appeals

2.40.1 Generally. A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Agency may appeal the decision by filing a written Notice of Intent to Appeal (in accordance with Iowa Administrative Code rule 129—11.3) to: The Director of the Department of Management , Iowa State Capitol Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The Notice of Intent to Appeal must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Agency, exclusive of Saturdays, Sundays, and legal State holidays. Following the Agency's receipt of the Notice of Intent to Appeal, the Agency will transmit to the Appellant the materials required by and in accordance with Iowa Administrative Code rule 129—11.3(2). An Appellant shall not be entitled to additional discovery, materials, or information in furtherance of the Appeal unless and until the proceedings advance to a second tier review pursuant to and in accordance with Iowa Administrative Code chapter 129—11.

2.40.2 Appeal Bond/Security. As contemplated and permitted by Iowa Administrative Code rule 129—10.12(2)(c), an Appellant appealing a Notice of Intent to Award shall, accompanying the Notice of Intent to Appeal, supply an appeal bond equal to 5 percent of the total contract value. If the contract value is not readily discernible, the Agency will supply the Respondent with an estimate upon request, which estimate shall be determinative. This appeal bond shall be separate, distinct, and in addition to any bond required by Iowa Administrative Code rule 129—11.10(1)(a) in connection with a petition for stay of the Award, if sought, or an appeal security required in connection with any request for second-tier review in accordance with Iowa Administrative Code rule 129—11.7(2), if pursued. In addition to the foregoing appeal bond, should an appeal proceed to a second-tier review, the Respondent initiating such appeal shall supply the Agency with an additional appeal security equal to 25 percent of total contract value. Such additional appeal security shall accompany the request for second tier review. Appellant forfeits an appeal bond or security if, as determined by the Agency, following resolution of the appeal, the appeal is determined to have had little or no factual or legal basis and was primarily filed to frustrate the procurement process or cause hardship for the Agency or another vendor. Failure to supply the Agency with an appeal bond or security required by this Section 2.40.2 (Appeal Bond/Security) shall result in dismissal of the appeal. An appeal bond or security may be by certified check, cashier's check, certificate of deposit, irrevocable letter of credit, bond, or other security acceptable to the Agency. These requirements will not be waived by the Agency

2.41 Choice of Law and Forum

All issues in any way related to this RFP and any resulting Contract shall be governed in all respects by, and construed in accordance with, the laws of the State of Iowa, without giving effect to the choice of law principles thereof. Any and all litigation or actions commenced in connection with this RFP or any resulting Contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. By submitting its Proposal, Respondent irrevocably: (1) consents and agrees that any legal or equitable action or proceeding arising under, in connection with or arising out of this RFP or any resulting Contract shall be brought and maintained exclusively in the aforesaid courts; (2) submits to and accepts, with respect to any such action or proceeding, for it and in respect of its properties and assets regardless of the physical or legal situs thereof, generally and unconditionally, the jurisdiction of the aforesaid courts; and (3) waives any objection to such jurisdiction based on *forum non conveniens* or otherwise. This provision shall not be construed as waiving or altering any requirement that Respondent utilize or exhaust any administrative remedies or procedures as a precondition to judicial review. This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Agency or the State of Iowa, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise.

2.42 Order of Precedence

If there is a conflict between a specific provision in this solicitation or those in any resulting contract documents the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the RFP; (3) the Proposal.

SECTION 3 FORM AND CONTENT OF PROPOSALS
3.1 Instructions

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

- 3.1.1** The Proposal shall be sent in digital format via email to the Issuing Officer. Proposals must be formatted for printing on 8.5" x 11" paper. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and emailed separately to the Issuing Officer. If multiple emails are required, each email shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The subject line of the email shall read:

RFP Number: 1023-485-01, Licensing Platform Application

The Issuing Officer shall provide confirmation of receipt of all parts of a proposal, upon request. The Agency shall not be responsible for failure to receive an email or for providing confirmation of receipt of an electronic submission if such confirmation is not requested.

- 3.1.2** One digital copy of the Technical Proposal shall be timely submitted to the Issuing Officer in an email. The Cost Proposal shall be submitted in a separate email

Technical Proposal Envelope Contents

Original Technical Proposal and any copies

Public Copy (if submitted)

Technical Proposal on digital media

Electronic Public Copy on same digital media (if submitted)

Cost Proposal Envelope Contents

Original Cost Proposal

Cost Proposal on digital media

- 3.1.3** If the Respondent designates any information in its Technical Proposal as confidential pursuant to Section 2.16 (Form 22—Request for Confidentiality), the Respondent must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy." **NOTE: Respondents MAY NOT seek confidential treatment of their Cost Proposal, in whole or in part.**

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

- 3.1.5** Attachments shall be identified in the body of the main Proposal.

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

3.2 Proposal Contents

The following documents and responses shall be included in the 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, email address, and telephone number.

3.2.2 Title Page

Include company name, address, phone number, email address, and authorized representative along with the Proposal Number.

3.2.3 Table of Contents

The Respondent shall include a table of contents of its Proposal.

3.2.4 Technical Proposal

The Respondent shall submit a Technical Proposal, which shall include all information requested/required by Section 4 (Technical Proposal Contents) in accordance with the formatting requirements set forth above.

3.2.5 Cost Proposal: Attachment 1

The Respondent shall submit a Cost Proposal, which shall include all information requested/required in the Cost Proposal Addenda hereto (Attachment 1: Cost Proposal). **The Respondent shall provide its Cost Proposal in a separately sealed envelope for the proposed goods or services.**

3.2.6 Certification/Disclosure Letter: Attachment 2

The Respondent shall complete, sign, and submit with its Proposal the document included as Attachment 2: Certification/Disclosure Letter in which the Respondent shall make the certifications/disclosures related to Respondent's past contract terminations, litigation, or debarments; Respondent's criminal history; and Respondent's financial stability.

3.2.7 Authorization to Release Information Letter: Attachment 3

The Respondent shall sign and submit with the Proposal the document included as Attachment 3 (Authorization to Release Information Letter) in which the Respondent authorizes the release of information to the Agency by third parties.

3.2.8 Form 22—Request for Confidentiality

The Respondent shall complete and submit with the Proposal the document included as Attachment 4 (Form 22—Request for Confidentiality) in which the Respondent shall identify whether and to what extent it is requesting confidential treatment for aspects of its Proposal and provide justification for any such request. **FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL REGARDLESS OF WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED.**

3.2.9 Exceptions to Terms and Conditions: Attachment 5

If the Agency is not utilizing the State's General Terms and Conditions for Service Contracts or Goods Contracts, as linked to on the RFP cover sheet, but instead is utilizing a more specific or targeted set of terms and conditions, such more specific or targeted terms and conditions will be attached to this RFP as Attachment 5. Irrespective of which approach the

Agency has deployed as it relates to the Terms and Conditions applicable to any subsequent Contract executed between the Agency and a successful Respondent, if the Respondent takes exception to a provision of any such Terms and Conditions, it must identify any such provision by page and section number, state the reason for the exception, and set forth in its Proposal the specific language it proposes to include in place of the provision. **Such exceptions must be submitted as Attachment 5 to Respondent's Proposal.** See Section 6 (Contract Terms and Conditions & Administration) of this RFP for more information regarding the contracting process.

3.2.10 Check List of Submittals: Attachment 6

The Respondent shall complete and submit with the Proposal the document included as Attachment 6 (Check List of Submittals) in which the Respondent demonstrates to the Agency that it has completed all the required elements for this RFP.

SECTION 4 Technical Proposal Contents

This Section lists the specifications/requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated specifications/requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP.

If a Respondent is unclear about a specification or requirement or believes a change to a specification or requirement would allow for the State to receive better proposals, the Respondent is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.11 (Questions, Requests for Clarification, and Suggested Changes).

Failure to raise a question, request for clarification, or suggestion through that process shall constitute a waiver of any objection or argument as part of any subsequent vendor appeal. Items in this Section 4 will be considered in the evaluation and scoring of the Respondent's Technical Proposal:

4.1 Overview

The objective of this Request for Proposal ("RFP") is to solicit responses from potential vendors of Government Professional Licensure systems ("Respondents").

The Iowa Department of Inspections, Appeals, & Licensing (DIAL) is looking for a comprehensive licensing, permitting and inspection application solution partner to help build, implement, deploy, and maintain a comprehensive licensing, permitting and inspection system application and data retention solution. The system will consist of 200+ unique processes.

DIAL was formed in 2023 as part of a comprehensive effort to realign State Government, overarching goals include streamlining Citizen Services and improving the efficiency of State Government.

Currently licensing exists across multiple disparate systems and includes a variety of digital and paper application processes (cover processes can be found [here](#)). The goal is to consolidate all legacy application data and processes from multiple disparate systems into a single unified solution.

4.1.1 Definitions

- 4.1.1.1.** Agile Methodology is a project management approach that involves breaking the project into phases and emphasizes continuous collaboration and improvement
- 4.1.1.2.** API - application programming interface, a standardized methodology for data sharing between applications
- 4.1.1.3.** Case Management - basic functionality to handle customer data intake, workflow and results in issue resolution and related reporting functionality
- 4.1.1.4.** Coding Standards - typically a set of standards to ensure that code is implemented in a consistent way, designed to aid in maintainability and to reduce technical complexity, this is a development best practice
- 4.1.1.5.** CRM - Customer Relationship Management - a software approach to manage ongoing interactions with a customer over time in an automated standard fashion
- 4.1.1.6.** DARE - Data at Rest Encryption
- 4.1.1.7.** Data Migration - the holistic process of moving legacy application data, files and information from legacy systems to the new application platform

- 4.1.1.8.** Design Framework - a common set of web components designed to solve challenging user interface concerns
- 4.1.1.9.** External Integrations - any existing system integration with existing third party providers, in the case of this system external integrations may include commercial, local, state and federal partner integrations
GTM - Google Tag Manager
- 4.1.1.10.** Identity Verification Service - 3rd part services which allow for confirmation of identity against regulated data sources
- 4.1.1.11.** FEDRAMP - The Federal Risk and Authorization Management Program is a United States federal government-wide compliance program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.
- 4.1.1.12.** KPI - Key Performance Indicator
- 4.1.1.13.** LEAN - is a way of optimizing the people, resources, effort, and energy of your organization toward creating value for the customer.
- 4.1.1.14.** Obfuscate - to render obscure, unclear or unintelligible, typically this refers to hiding sensitive information as it relates to forms submissions
- 4.1.1.15.** MFA - Multi-Factor Authentication - a more secure approach to authentication.
- 4.1.1.16.** OCIO - Office of the Chief Information Officer, this may be used interchangeably with DO-IT
- 4.1.1.17.** OCR - optical character recognition, technology designed to convert traditional images into machine readable "text"
- 4.1.1.18.** OKTA - a commercial third party vendor which provides the State of Iowa with a web authentication platform - <https://www.okta.com/>.
- 4.1.1.19.** Passwordless Authentication - a form of authentication which does not require a password, currently supported via OKTA.
- 4.1.1.20.** Plain Language - <https://www.plainlanguage.gov/> - a methodology and approach to simplifying complex written content for consumption by the broadest possible audience, this has been embraced by the federal government as a standard to improve communication as it relates to digital platforms
- 4.1.1.21.** PWA - Progressive Web Application
- 4.1.1.22.** RPA - Robotic Process Automation, automating routine and/or repetitive tasks with software
- 4.1.1.23.** SLA - Service Level Agreement - an agreement between partners on appropriate response times and engagement, typically related to issue and change management
- 4.1.1.24.** UI - User Interface
- 4.1.1.25.** Usability - the quality of customer interactions with an application
- 4.1.1.26.** USWDS - the United States Web Design System - the unified federal approach to accessible open web development front-end components - see, <https://designsystem.digital.gov/>
- 4.1.1.27.** UX - User Experience
- 4.1.1.28.** WAF - Web Application Firewall - a commercially available service, application and security approach designed to protect web application(s).
- 4.1.1.29.** WAI - Web Accessibility Initiative
- 4.1.1.30.** WCAG - Web Content Accessibility Guidelines
- 4.1.1.31.** Web Component - a standardized reusable HTML component

4.1.2 State-Furnished Property/Services

The Department of Inspections, Appeals, & Licensing will provide project oversight, technical resources, security, business process specialists and business resources as necessary throughout the duration of the project lifecycle.

4.1.3 Respondent-Furnished Property

The Respondents will provide all necessary resources to deliver a complete solution to support Licensing, Inspections and Permitting as authorized by the State Law.

A complete list of supported licensing, permitting and inspection related business processes are available upon request.

4.1.4 Quality Assurance

Milestones will be defined by specific completed licensing, permitting and inspection processes. Similar milestones will apply to administrative functionality.

4.1.5 Applicable Laws, Rules, and Directives

Respondents may be required to comply with Federal Certification requirements which can be found here:

4.2 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:

- 4.2.1 Statements that demonstrate that the Respondent has read, understands and agrees with the terms and conditions of the RFP, including all addenda and attachments hereto.
- 4.2.2 Confirmation that Respondent has read the Scope of Work set forth above, and that Respondent understands the scope and nature of the services/products being solicited.
- 4.2.3 An overview of the goods and/or services Respondent is offering in response to this RFP.
- 4.2.4 An overview of the Respondent's plans for complying with the specifications and requirements of this RFP.
- 4.2.5 Any other summary information the Respondent deems to be pertinent.

4.3 Respondent Background Information

The Respondent shall provide the following general background information:

- 4.3.1 Name, address, telephone 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.
- 4.3.2 Form of business entity, *e.g.*, corporation, partnership, proprietorship, limited liability company.
- 4.3.3 State of incorporation, state of formation, or state of organization.
- 4.3.4 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.
- 4.3.5 Number of employees.
- 4.3.6 Type of business.

- 4.3.7 Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 4.3.8 Name, address and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements.
- 4.3.9 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.
- 4.3.10 Respondent's accounting firm.
- 4.3.11 Does your home state have a preference for in-state vendors? Yes or No. If yes, please include the details of the preference.

4.4 Mandatory Specifications

The Respondent shall answer whether it will comply with each specification in this Section. Where the context requires more than a yes or no answer or the specific specification so indicates, Respondent shall explain how it will comply with the specification. In that case, merely repeating a mandatory specification 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 without further consideration.

- 4.4.1 **Certification and Safety Labels.** Respondent certifies that any goods/products provided to the Agency will include appropriate safety labels.
- 4.4.2 **Minimum product warranty.** Respondent certifies that any goods/products provided to the Agency, directly or indirectly, will be accompanied by a minimum, one-year product warranty.
- 4.4.3 **Reclaimed/Recycled Materials.** Respondent certifies that 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.
- 4.4.4 **Demo.** Respondents upon request must be willing to provide a recorded and/or real-time demonstration (in-person or remote).
- 4.4.5 **Mandatory System Requirements.** Reference **Appendix A** for all mandatory system requirements. Please answer yes or no in the drop down menu found in column E.

4.5 Scored Technical Specifications

The Respondent shall answer whether it will comply with each specification in this Section. Where the context requires more than a yes or no answer or the specific specification so indicates, Respondent shall explain how it will comply with the specification.

In that case, merely repeating a specification may be considered non-responsive and result in a score of zero (0).

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 will review and may award a score of zero (0) for the relevant specification. The fact that the Agency has identified an item or category as a Scored Technical Specification in this Section, or elsewhere throughout the RFP, does not obligate the Agency to

assign a score to or otherwise afford weight to that item or category as part of the evaluation process.

An addendum identifying the relative weights for specific evaluation criteria will be posted prior to the RFP closing.

Please feel free to include any supplemental information and/or supporting documentation as your organization deems necessary for evaluation during the RFP process.

A complete list of scored criteria can be found in **Appendix B**.

NOTE: In Appendix B, Column A represents the specific section number. Column C is the scored technical specification for which the committee is seeking a response. Please provide a response for each scored technical specification, and clearly indicate within the proposal which section number is being answered.

- 4.6 Firm Offer.** Respondent shall guarantee that the goods 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.

SECTION 5 EVALUATION AND SELECTION
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5.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the State. The 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. Proposals will generally be evaluated according to completeness, content, experience, ability and responsibility of the Respondent and its staff, and cost.

5.2 Evaluation Committee

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

5.3 Technical Proposal Evaluation and Scoring

5.3.1 All Technical Proposals will first be reviewed to determine if they comply with the requirements set forth in the RFP, and to determine whether Respondent is a Responsible Respondent. By way of example only, the Issuing Officer will review Respondent's Technical Proposal for responsiveness, compliance with the requirements of the RFP, and responsibility, including review of:

5.3.1.1 Respondent's Technical Proposal to ensure it satisfies the Form and Content requirements of Section 3 (Form and Content of Proposals).

5.3.1.2 Respondent's Technical proposal to ensure Respondent has agreed that it will comply with or otherwise satisfy any Mandatory Specifications set forth in Section 4 (Technical Proposal Contents).

5.3.1.3 Respondent's Technical Proposal to ensure Respondent has completed and submitted all necessary attachments in accordance with all applicable instructions and requirements

5.3.1.4 Respondent's certifications/disclosures, reference checks, or other background investigation materials, including but not limited to Respondent's Criminal History, litigation or debarment history, or financial condition, to determine whether Respondent is a Responsible Respondent. The issuing officer may consult with subject matter experts, such as accountants in the case of reviewing Respondent's financial condition, in determining whether Respondent is a Responsible Respondent.

5.3.1.5 Respondent's Technical Proposal and all other attachments (other than the Cost Proposal, which shall only be opened and reviewed as set forth below) to determine whether the Proposal should otherwise be rejected pursuant to Section 2.16 (Rejection of Proposals) or is a non-Responsive Proposal.

5.3.2 The Technical Proposals will then be evaluated and scored by the evaluation committee based on the evaluation categories identified in the Scored-Technical Specifications

Section of Section 4 (Technical Proposal Contents), and in accordance with the relative weights accorded each evaluation category as set forth in an addendum posted prior to the RFP closing.

5.3.3 Minimum Technical Proposal Score

Technical Proposals must receive at least 60% of the available points in order to be eligible to be awarded the contract. Proposers who do not receive at least 60% of the points available for the technical proposal will not have their cost proposals reviewed and will not be eligible for further consideration in the RFP.

5.4 Cost Proposal Scoring

The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any demonstrations. Only prospective Respondents who obtain the minimum Technical Proposal score of 60% of the total points available for their Technical Proposal will be considered during the cost evaluation phase of the review process. If the Agency elects to institute a minimum technical score, the minimum technical score will set forth in an addendum posted prior to the RFP closing. When a Technical Proposal does not meet the minimum technical score, the associated Cost Proposal will remain unopened and will be returned to the Respondent upon request after the Agency 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 in accordance with any scoring criteria set forth in Cost Proposal Addendum attached hereto.

If no Cost Proposal Addendum is attached hereto, or if no more specific scoring criteria is set forth in a Cost Proposal Addendum attached hereto, Cost Proposals may be evaluated, and points awarded as follows:

- 5.4.1** The Cost Proposals will be ranked from least to most expensive.
- 5.4.2** The least expensive Cost Proposal shall receive the maximum number of points available.
- 5.4.3** 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.
- 5.4.4** 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.

If Cost Proposals are evaluated pursuant to the above-described methodology, or if any scoring criteria set forth in the Cost Proposal Addendum attached hereto does not require the exercise of any discretion to calculate the Cost Scores, the evaluation committee need not review or

otherwise ratify any final Cost Scores or Total Scores, and the Cost Scores may be calculated and incorporated into the Total Score by the Issuing Officer. By virtue of developing cost criteria that require the exercise of no discretion, the evaluation committee has delegated any obligation it has to review and approve final Cost Scores to the issuing officer. In the event scoring irregularities arise, the Issuing Officer may seek guidance from the evaluation committee on how to resolve such irregularities. The decision of the evaluation committee on how to resolve any such irregularities shall be final.

5.5 Total Score

The compliant Respondent's Technical Proposal points will be added to its Cost Proposal points to obtain the total points awarded for the Proposal. If Cost Proposals were evaluated pursuant to the default methodology set forth in section 5.4 (Cost Proposal Scoring), or if any scoring criteria set forth in Cost Proposal Addendum attached hereto does not require the exercise of any discretion to calculate the Cost Scores, the evaluation committee need not review or otherwise ratify any final Total Scores prior to the issuance of any Notice of Intent to Award.

5.6 Tied Score and Preferences

- 5.6.1** 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.
- 5.6.2** 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.
- 5.6.3** 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.
- 5.6.4** 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. Preferences required by applicable statute or rule shall also be applied, where appropriate.

SECTION 6 CONTRACT TERMS, CONDITIONS, AND ADMINISTRATION
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6.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the Terms and Conditions, the offer of the successful 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 the 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:

- 6.1.1** 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;
- 6.1.2** 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;
- 6.1.3** 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;

6.1.4 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.

6.2 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:

6.2.1 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 any clause that includes the language "to the extent permitted by law" because, as explained, the State cannot indemnify Respondents to any extent.

6.2.2 Limitation of Liability

Iowa Code section 8A.311(22) and Iowa Admin. Code ch. 11-120 establishes 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.

6.2.3 Jurisdiction and Venue

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

6.2.4 Confidentiality

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

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

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

6.3 Special Terms and Conditions

See Attachment #7

6.3.1 Term Length

The Contract shall have an initial term of three (3) 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 seven (7) additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise each option no later than 60 days before the end of the Contract’s then-current term.

6.3.2 Payment Terms

6.3.2.1 Payment Methods

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

6.3.2.2 Credit card or ePayables

The State of Iowa’s Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa’s Terms of Pcard Acceptance, as provided in Section 7.7 of the RFP. Respondents must provide a statement regarding their ability to meet the requirements of this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

6.3.2.3 Terms and Conditions for State of Iowa Purchasing Cards

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

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

- 6.3.2.3.2** Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- 6.3.2.3.3** Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- 6.3.2.3.4** Contractor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- 6.3.2.3.5** Contractor shall confirm that the name of purchaser matches the name on the card;
- 6.3.2.3.6** Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;
- 6.3.2.3.7** Contractor shall shred any documentation with credit card numbers.

6.3.2.4 State Warrant

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

6.3.2.5 Payment Terms

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

6.3.2.6 Respondent Discounts

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

6.3.2.7 Prompt Payment Discount

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

6.3.2.8 Invoices

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

6.3.3 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	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.

6.3.4 Performance Security

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

6.3.5 Quarterly Report

The Contractor shall provide an electronic detailed quarterly report on all sales made under this agreement within the State of Iowa via E-Mail to the Iowa Department of Management, Office of the Chief Information Officer, Attn: Mike Nolan, mike.nolan@iowa.gov. The report file format shall be Microsoft Excel compatible format.

The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Respondent proposals must include a sample report and a description of the reporting that will be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

6.3.6 Administrative Fee

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

6.4 Order of Precedence

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) under a subsection with a heading entitled Special Terms & Conditions; (2) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the RFP cover page the Contract; (3) if neither the General Terms and Conditions for Service Contracts or Goods Contracts are linked to on the RFP cover page, any terms and conditions attached to and accompanying this RFP as attachment 5 (Terms and Conditions); and (4) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) set forth under a subsection with a title other than Special Terms & Conditions.

Attachment #1 Cost Proposal**I. Payment Terms**

Per *Iowa Code § 8A.514* the State of Iowa is allowed at least sixty (60) days to pay an invoice submitted by a Vendor. Departments may enter into contracts for goods or services on payment terms of less than sixty (60) days if the State may obtain a financial benefit or incentive which would not otherwise be available from the vendor. To that end, please identify:

- What discount will you give for payment in 15 days?
- What discount will you give for payment in 30 days?

In addition to agreeing to payment terms of less than sixty (60) days for an additional discount, the State may also consider these discounts when scoring Cost Proposals.

II. Payment Methods

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

- o Pcard/EAP,
- o EFT/ACH, or
- o State Warrant.

Please indicate in your Cost Proposal all of the payment methods you will accept.

As it pertains to EFT/ACH specifically, provide a statement regarding your ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.
https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf.

As it pertains to Pcards/EAPs, the State of Iowa's Purchasing Cards (Pcards) and EAP are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 7.7 of the RFP. **Please also provide a statement regarding your ability to meet the requirements of this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).**

This information will not be scored as part of the Cost Proposal or evaluated as part of the Technical Proposal.

III. Cost Proposal Contents

Respondent'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
Initial Implementation (One Time Cost)	
Infrastructure	
Annual Cost Year 1	
Annual Cost Year 2	
Annual Cost Year 3	
Annual Cost Year 4	
Annual Cost Year 5	
Ongoing Support Costs	
Ancillary Costs	
Annual Cost Years 6-10 (Optional)	
TOTAL COST:	

a. Price Modifications

Respondent guarantees the costs will not exceed or escalate beyond 85% of the Consumer Price Index (CPI) for the Midwest Region (Chicago) in years of service 2-10.

b. Assumptions

- Cost proposal assumptions are built on “all-in pricing” and should cover all potential costs as they relate to the specific line item(s).
- Annual costs **must** include all costs occurring during the time period outlined. This should cover licensing, support and development, etc. *The intent here is to get a standard all-inclusive and comprehensive price for the time period listed.*

- Ongoing support costs should address **any** support costs outside of the annual cost structure.
- Ancillary costs **must** address every other real and/or potential cost which have not been previously disclosed. Pricing must be specific and disclosed on a line by line basis. Detail on each line item should be specific and understandable. *Ancillary costs may be necessary for some potential partners however this approach is discouraged.*
- If “block of hours” costs are included they should be fully disclosed with an indication of the per hour cost and number of hours included. *Please be specific, hours allocated will be closely scrutinized. While this may be necessary for some potential partners this approach is discouraged.*

1. Attachment #2: Certification/Disclosure Letter**Alterations to this document are prohibited**

[Date]

Mike Nolan
Department of Management
Office of the Chief Information Officer
200 E. Grand Ave.
Des Moines, IA 50309

Re: #1023-481-01- PROPOSAL CERTIFICATIONS

Dear Mike Nolan:

I certify that the contents of the Proposal submitted on behalf of **[Name of Respondent]** (Respondent) in response to Department of Inspections, Appeals and Licensing for #1023-481-01 for Licensing Platform Application are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Part I—Certification of Independence

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

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

Part II—Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

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

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

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

- Respondent is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48)(2016)*.

Part III—Certification/Disclosure of Criminal, Regulatory, and Performance Background

The undersigned hereby certifies that, to the best of my knowledge, neither Respondent nor any of its principals, officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract [check all applicable boxes]:

- ☐ 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;
- ☐ have within a three (3) year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for:
 - ☐ commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes;
 - ☐ commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- ☐ 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;
- ☐ have within a three (3) year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause;
- ☐ have had 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 similar to those sought pursuant to the RFP.
- ☐ are presently involved in any litigation or threatened litigation, administrative or regulatory proceedings, or similar matters.
- ☐ are the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements sought pursuant to the RFP.

If you were unable to check any of the above boxes, please provide additional information about the circumstances surrounding your inability to check the applicable box in the space provided below. Please feel free to include additional pages with further explanation if the space provided below is not sufficient.

Part IV—Certification/Disclosure of Financial Condition

The undersigned hereby certifies that [check all applicable boxes/supply all requested information]:

- ☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

- ☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- ☐ The Vendor is current in all amounts due for payments of federal and state taxes and required
- ☐ The Vendor has not, in the last three (3) years, undergone a sale or change of control of Vendor, including its business or substantially all its assets.

If you were unable to check any of the above boxes, please provide additional information about the circumstances surrounding your inability to check the applicable box in the space provided below. Please feel free to include additional pages with further explanation if the space provided below is not sufficient. Additionally, if your answers are based on any information of or related to any companies acquired by Vendor in the last three (3) years, please include a description of how those company's(ies) financial histories/stability have been incorporated into your above certifications, and describe how any liabilities you may have incurred in connection with any acquisition affect your company's overall financial stability.

These certifications/disclosures are a material representation of fact upon which the Agency has relied upon in determining which Respondent to award a contract and in entering into a subsequent contract. If it is later determined that Respondent knowingly rendered an erroneous certification or provided false, misleading, or incorrect information in this certification/disclosure, in addition to other remedies available, the Agency may reject the Proposal, declare the Respondent's Proposal or resulting contract void, terminate any subsequent contract, or pursue available remedies including suspension, debarment, or damages for breach of contract.

The above certifications/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.

The Agency reserves to right to perform a criminal history check and 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 in verifying the accuracy of the contents of this certification/disclosure and in determining whether Respondent is a Responsible Respondent. Failure to provide full or accurate information may result in disqualification.

Signature_____
Date_____
Printed Name_____
Title

[This Certification must be signed by an individual authorized to speak for/bind Respondent]

Attachment #3: Authorization to Release Information Letter

Alterations to this document are prohibited, see section 2.14.14.

[Date]

Mike Nolan, Issuing Officer
Department of Management
Office of the Chief Information Officer
200 E. Grand Ave.
Des Moines, IA 50309

Re: **#1023-481-01**- AUTHORIZATION TO RELEASE INFORMATION

Dear **Name of Issuing Officer**:

[Name of Respondent]_____ **(Respondent)** hereby authorizes the Department of Inspections, Appeals and Licensing ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to **RFP #1023-481-01**.

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

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

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

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

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

2. Attachment #4: Form 22 – Request for Confidentiality**SUBMISSION OF THIS FORM 22 IS REQUIRED**

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

1. Confidential Treatment Is Not Requested

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

2. Confidential Treatment of Information is Requested

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

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

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

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

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

Part 1 – No Confidential Information Provided**Confidential Treatment Is Not Requested**

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

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

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

Company

RFP Number

RFP Title

Signature (required)

Title

Date

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

Part 2 - Confidential Treatment is Requested

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

NOTE:

- **Completion of this Form is the sole means of requesting confidential treatment.**
- **A Respondent MAY NOT REQUEST that pricing information in proposals be held in confidence.**

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

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

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

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

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

 Company

 RFP Number

 RFP Title

 Signature (required)

 Title

 Date

3. Attachment #5: Terms and Conditions

(Include appropriate contract attachment, as necessary—if you elect to link to the General Terms and Conditions for Services or Goods Contracts on the Cover Sheet, please do not delete this Attachment altogether, but instead mark as “Reserved” or “Intentionally Left Blank” to avoid creating internal cross-reference issues/mismatches)

Attachment #6: Response Checklist

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
One Digital Copy of the Proposal			
If confidential treatment requested, one (1) Public Copy with Confidential Information Excised			
Transmittal Letter			
Title Page			
Table of Contents			
Technical Proposal:			
Executive Summary, including statement that Respondent has read Scope of Work and agrees to and understands services/goods being solicited			
Respondent Background Information			
Mandatory Specifications, including firm proposal guarantee per RFP cover sheet			
Scored Technical Specifications			
Cost Proposal (Attachment #1):			
Payment Terms			
Payment Methods			
Cost Proposal			
Additional Attachments:			
Certification Letter (Attachment #2)			
Authorization to Release Information (Attachment #3)			
Form 22—Request for Confidentiality (Attachment #4)			
Acceptance/Exceptions to Terms and Conditions (Attachment #5)			
Proposal Security			

ATTACHMENT #7: SPECIAL TERMS AND CONDITIONS**Federal Certifications****1. Federal Requirements.** Vendor agrees to comply with the following federal obligations:

- a. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** In accordance with 2 CFR 200.216 and 2 CFR Pt. 200, App. II, Section K, Vendor is prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, and consistent with 2 CFR 200.317 and 2 C.F.R. Pt. 200, App. II, Sec. L. the Vendor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- c. **Procurement of recovered materials.** To the extent applicable, and in accordance with 2 CFR Pt. 200, App. II, Section J, the Vendor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest

percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- d. **Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708).** In accordance with 2 CFR Pt. 200, App. II, Sec. E., to the extent that Vendor's contract is in excess of \$100,000 and involves the employment of mechanics or laborers, to the extent mandated under federal law Vendor must act in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). To the extent applicable, Vendor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. **Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.** In accordance with 2 CFR Pt. 200, App. II, Section G, and to the extent mandated under federal law, Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Vendor agrees to comply with these Applicable Laws, violations of which must be reported to the State and federal awarding agency and the regional office of the Environmental Protection Agency (EPA).
- f. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** To the extent required by Federal program legislation, and in accordance with 2 CFR Pt. 200 App. II, Section D, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, and to the extent mandated under federal law, Vendor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor must pay wages not less than once a week. Vendor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The Agreement is conditioned upon the acceptance of the wage determination. Vendor must report all suspected or reported violations to the Federal awarding agency. Vendor must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise

entitled. Vendor must report all suspected or reported violations to the Federal awarding agency.

- g. **Rights to Inventions Made Under a Contract or Agreement.** To the extent applicable and in accordance with 2 C.F.R. Pt. 200 App. II, Section F, the Vendor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- h. **Suspension and Debarment.** This certification is required by the provisions of Executive Orders 12549 and 12689 and 31 C.F.R. part 19 regarding Debarment, Suspension, and Other Responsibility. In accordance with 2 C.F.R. Pt. 200, App. II, Section H, Vendor certifies that it is not listed on the government-wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. **Lobbying.** This certification is required by the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. § 1352. These regulations require certification by Vendor (and its subcontractors) that they have not engaged in prohibited lobbying activities and/or have filed any required disclosures in accordance with these Applicable Laws. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code; any person who fails to file the required certification may be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. In accordance with 2 C.F.R. Pt. 200, App. II, Section I, Vendor certifies the following:
 - i. No federal funds have been paid or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of the Customer, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of the Customer, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, Vendor must complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
- j. **Assurance of Compliance Nondiscrimination in Federally Assisted Programs & Equal Opportunity.** This certification requires Vendor to comply with any applicable federal nondiscrimination requirements or laws providing for or requiring equal opportunity in employment, in compliance with 2 CFR Pt. 200, Appendix II, Section C. Except as otherwise provided under 41 C.F.R. part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. part 60-1.3 must

include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." To the extent required by these Applicable Laws, Vendor certifies during the performance of this Agreement that:

- i. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. Vendor will, in all solicitations or advertisements for employees placed by or on behalf of Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Vendor's legal duty to furnish information.
- iv. Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- vii. In the event of Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. Vendor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Vendor may request the United States to enter into such litigation to protect the interests of the United States.
- ix. Vendor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if Vendor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- x. Vendor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendor and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- xi. Vendor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Vendor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- k. **Drug Free Workplace.** This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. § 701 et seq.). These regulations require certification by Vendor (and its subcontractors) that they will maintain a drug-free workplace. In accordance with these laws, and to the extent mandated under federal law, Vendor certifies that it does currently and will continue to provide a drug-free workplace, including by minimally:
- i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - ii. Establishing an ongoing drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace;
 - Vendor's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - iii. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by Section k(i).
 - iv. Notifying the employee in the statement required by Section k(i), as a condition of their continued employment, that the employee will:
 - Abide by the terms of the statement; and
 - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
 - v. Notifying the Customer in writing, within ten (10) calendar days after receiving notice under Section k(iv)) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
 - vi. Taking one of the following actions, within thirty (30) calendar days of receiving notice under Section k(v)), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - vii. Making a good faith effort to continue to maintain a drug-free workplace consistent with Sections k(i) through k(vi) during the Term.
- l. **Americans with Disabilities Act.** Vendor certifies that it shall comply with Subtitle A, title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12131-12134, and Department of Justice implementing regulation, 28 C.F.R. part 35.
- m. **Immigration and Naturalization Service.** Vendor certifies that it keeps on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Verification

Form (I-9) forms for applicable Vendor Personnel. This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.