

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	IBM Goods and Services, including cloud offerings and leasing services	RFP Number:	OCIO17001
Agency:	Office of the Chief Information Officer		
State seeks to purchase:	IBM Goods and Services, including cloud offerings and leasing services	Available to Political Subdivisions?	Yes
Number of mos. or yrs. of the initial term of the contract:	2	Number of possible annual extensions:	8
Initial Contract term beginning:	July 1, 2017	Ending:	June 30, 2019
State Issuing Officer:			
Pearson Skepnek			
Phone: 515-725-1096 e-Mail: pearson.skepnek@iowa.gov Fax: 515-281-6137			
Hoover State Office Building, Level B 1305 East Walnut St. Des Moines, IA 50319			
PROCUREMENT TIMETABLE—Event or Action:		Date/Time (Central Time):	
State Posts Notice of RFP on TSB website		March 28, 2017	
State Issues RFP		April 3, 2017	
Pre-Proposal Conference (by phone)s: Date: Monday, April 10, 2017 Time: 2:00pm (CDT) Phone Conference: 1-866-685-1580 Conference Code: 7517907789 Is Pre-Proposal Conference mandatory? No			
RFP written questions, requests for clarification, and suggested changes from Contractors due:		Date: April 17, 2017	
Agency's written response to RFP questions, requests for clarifications and suggested changes due:		Date: April 24, 2017	
Proposals Due Date:		Date: May 15, 2017	
Proposals Due Time:		Time: 4:30 PM (CDT)	
Anticipated Date to issue Notice of Intent to Award:		Date: May 26, 2017	
Anticipated Date to execute contract:		Date: June 30, 2017	

Relevant Websites:	Web-address:	
Internet website where Addenda to this RFP will be posted:	https://ocio.iowa.gov/it-bid-opportunities http://bidopportunities.iowa.gov/	
Internet website where contract terms and conditions are posted:	https://ocio.iowa.gov/document/2017-03-28-general-terms-it-services https://ocio.iowa.gov/document/2017-03-28-general-terms-it-goods	
Number of Copies of Proposals Required to be Submitted:	1 Original, 1 Digital, & 2 Copies	
Firm Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:	180 days	

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SECTION 1 INTRODUCTION

1.1 Purpose

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

1.2 Definitions

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

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

“Contracts” means the contracts entered into with the successful Contractors as described in Section 6.1.

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

“General Terms and Conditions” shall mean the General Terms and Conditions for Services Contracts as referenced on the RFP cover page, including special terms related to data location and security.

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

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

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

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

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

1.3 Overview of the RFP Process

Contractors will be required to submit their Proposals in hardcopy and on CD-ROM as detailed on

the RFP cover sheet. It is the Agency's intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contracts in accordance with Section 5, Evaluation and Selection.

1.4 Background Information

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

The purpose of this Request for Proposal (RFP) is to solicit a proposal from qualified Contractors to enter into Statewide General Master Agreements to facilitate future acquisitions of IBM goods and services (i.e. equipment, hardware, software, cloud computing, and services, including leasing services) in lieu of an additional competitive selection process by State agencies and political subdivisions (cities, counties, schools etc.) within the State of Iowa. The awarded Contracts will allow successful Contractors to provide any IBM good or service, including any predecessor / successor goods or services offered by IBM, that the Responsible Contractor is authorized by IBM to directly resell.

The awarded Contracts may include any combination of IBM hardware, software, cloud computing, and services directly associated with the standard commercially available IBM product line. It is not the intent of the State to acquire a cloud based email or IT staff augmentation services through this process. The resulting contracts are intended to serve as the primary vehicle to replace the Sirius contract MA #3427-11 which expired March 2017. The resulting contracts will also, at the sole discretion of the State, replace the State's prior equipment leasing contract for IBM equipment. The State will issue a notice of intent to award to all Responsible Contractors.

The State will award to Contractors in the manner that, in the judgment of the State, is in the best interests of the State. The State will purchase IBM Goods and Services by soliciting competitive quotes for individual IBM goods and services from all Responsible Contractors that enter into a contract with the State, and as the result of such solicitations, procure from the Responsible Contractor that offers the most favorable terms at the time of each individual solicitation. The State will solicit competitive quotes for all goods and services purchased from all awarded Contractors. With respect to equipment and hardware, the State may choose to lease such equipment or hardware through Contract(s) entered into through this RFP (consistent with the rates set forth by Contractor and/or its designated third-party partner or affiliate in any responsive Cost Proposal, the requirements of this RFP, and the terms and conditions of any resulting leasing Contract(s)). As it relates to leasing, whether the Contractor will be considered the most competitive discount in response to subsequent requests for quote from the State of Iowa will be determined as outlined within the context of each specific request for quote.

SECTION 2 ADMINISTRATIVE INFORMATION
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2.1 Issuing Officer

The Issuing Officer identified in the RFP cover sheet is the sole point of Contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contracts are issued.

2.2 Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contracts are issued, Contractors may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Contractors may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

2.3 Downloading the RFP from the Internet

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

2.4 Procurement Timetable

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

2.5 Pre-Proposal Conference

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

If the RFP cover sheet indicates the pre-proposal conference is mandatory, the Agency shall reject Proposals submitted by Contractors who do not attend the pre-proposal Conference.

2.6 Questions, Requests for Clarification, and Suggested Changes

Contractors are invited to submit written questions and requests for clarifications regarding the RFP. Contractors may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Contractor shall reference the page and section number(s). The Agency will post written responses to questions, requests for clarifications, or suggestions received from Contractors on before the date listed on the RFP cover sheet. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP. 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; such 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.

2.7 Amendment to the RFP

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

2.8 Amendment and Withdrawal of Proposal

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

2.9 Submission of Proposals

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

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

2.10 Proposal Opening

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

2.11 Costs of Preparing the Proposal

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

2.12 No commitment to Contract

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

2.13 Rejection of Proposals

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

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

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

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

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

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

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

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

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

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

- 2.13.10** The Contractor initiates unauthorized contact regarding the RFP with state employees.
- 2.13.11** The Contractor provides misleading or inaccurate responses.
- 2.13.12** The Contractor's Proposal is materially unbalanced.
- 2.13.13** There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsible Contractor.
- 2.13.14** The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

2.14 Nonmaterial Variances

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

2.15 Reference Checks

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

2.16 Information from Other Sources

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

2.17 Verification of Proposal Contents

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

2.18 Proposal Clarification Process

The Agency reserves the right to contact a Contractor after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits,

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

2.19 Disposition of Proposals

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

2.20 Public Records and Requests for Confidential Treatment

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

A Contractor requesting confidential treatment of specific information must: (1) fully complete Form 22, (2) identify the request in the transmittal letter with the Contractor's Proposal, (3) conspicuously mark the outside of its Proposal as containing confidential information, (4) mark each page upon which confidential information appears, and (5) submit a "Public Copy" from which the confidential information has been excised.

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

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 material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.

Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Contractors may not request confidential treatment with respect to pricing information and

transmittal letters. A contractor's request for confidentiality that does not comply with this section or a contractor's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting contractor's Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.

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

2.21 Copyright Permission

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

2.22 Release of Claims

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

2.23 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will not necessarily award a contract resulting from this RFP to the Contractor offering the most favorable terms. Instead, the Agency will award Contracts to all Responsible Contractors whose Responsive Proposals the agency believes will provide the best value to the Agency and the State. The Agency will purchase IBM Goods and Services by soliciting competitive quotes for individual IBM goods and services from all successful contractors, and as the result of such solicitations, procure from the successful contractor that offers the most favorable terms at the time of each individual solicitation. With respect to equipment and hardware, the State may choose to lease such equipment or hardware through Contract(s) entered into through this RFP (consistent with the rates set forth by Contractor and its designated third-party partner or affiliate in any responsive Cost Proposal, the requirements of this RFP, and the terms and conditions of any resulting leasing Contract(s)). As it relates to leasing, whether the Contractor will be considered the most competitive discount in response to subsequent requests for quote from the State will be determined as outlined within the context of each specific request

for quote. The State will solicit competitive quotes for all goods and services purchased from all awarded Contractors.

2.24 Award Notice and Acceptance Period

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

2.25 No Contract Rights until Execution

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

2.26 Choice of Law and Forum

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

2.27 Restrictions on Gifts and Activities

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

2.28 No Minimum Guaranteed

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

2.29 Appeals

Appeals of the Notice of Intent to Award are governed by the Agency's contested case rules and the Iowa Department of Administrative Service's vendor appeal process, as administered by the Agency. Contractors may obtain information about the appeal process from the Issuing Officer and at Iowa Administrative Code chapter 129-6 and chapter 11-117. References to the "director" in chapter 11-117 shall be deemed to refer to the chief information officer of the State of Iowa, or his or her designee, and any cross references to the Iowa Department of Administrative Services Contested case rules shall be deemed to cross reference the Agency's contested rule in chapter 129-6.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

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

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

RFP Number: OCIO17001
RFP Title: IBM Goods and Services
Pearson Skepnek
1305 E. Walnut Level B
Des Moines IA 50319

[Contractor's Name and Address]

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

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

Technical Proposal Envelope Contents

Original Technical Proposal and any copies
Public Copy (if submitted)
Technical Proposal on digital media
Electronic Public Copy on same digital media (if submitted)

Cost Proposal Envelope Contents

Original Cost Proposal
Cost Proposal on digital media

- 3.1.2** If the Contractor designates any information in its Proposal as confidential pursuant to Section 2, the Contractor must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".
- 3.1.3** Proposals shall not contain promotional or display materials.

- 3.1.4 Attachments shall be referenced in the Proposal.
- 3.1.5 If a Contractor proposes more than one solution to the RFP specifications, each shall be labeled and submitted separately and each will be evaluated separately.

3.2 Technical Proposal

The following documents and responses shall be included in the Technical Proposal in the order given below:

3.2.1 Transmittal Letter

An individual authorized to legally bind the Contractor shall sign the transmittal letter. The letter shall include the Contractor's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.

3.2.2 Table of Contents

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

3.2.3 Executive Summary

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

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

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

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

3.2.4 Mandatory Specifications and Scored Technical Specifications

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

3.2.5 Vendor Background Information

The Contractor shall provide the following general background information:

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

3.2.6 Experience

The Contractor must provide the following information regarding its experience:

- 3.2.6.1** Number of years in business.
- 3.2.6.2** Number of years' experience with providing the types of goods and/or

services sought by the RFP.

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

3.2.7 Termination, Litigation, Debarment

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

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

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

3.2.8 Acceptance of Terms and Conditions

By submitting a Proposal, Contractor acknowledges its acceptance of the terms and

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

3.2.9 Certification Letter

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

3.2.10 Authorization to Release Information

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

3.2.11 Firm Proposal Terms

The Contractor shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm duration stated on the Cover Page.

3.3 Cost Proposal

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

3.3.1 Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Contractors shall provide payment acceptance information in this section 3.3.1 in their Cost Proposals. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

3.3.1.1 Credit card or ePayables

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

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

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

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

3.3.1.3 State Warrant

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

3.3.2 Payment Terms

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

3.3.3 Contractor Discounts

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

3.3.3.1 Prompt Payment Discount

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

3.3.3.2 Cash Discount

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 SPECIFICATIONS

Overview

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

4.1 Mandatory Specifications

All items listed in this section are Mandatory Specifications. Contractors must mark either “**yes**” or “**no**” to each specification in their Proposals. By indicating “yes” a Contractor agrees that it shall comply with that specification throughout the full term of the Contract, if the Contractor is successful. In addition, if specified by the specifications or if the context otherwise requires, the Contractor shall provide references and/or supportive materials to verify the Contractor’s compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Contractor demonstrate the Contractor will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Contractor will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

Contractor Must:

- 4.1.1.** Be authorized by IBM to resell products and/or services or be a Certified IBM Business Partner (Value Added Re-Seller) in good standing.
- 4.1.2.** Agree to provide only those goods that the Contractor is directly authorized by IBM to resell.
- 4.1.3.** Agree that any bids provided in response to this RFP, or any responses to any corresponding requests for quote under this RFP, are free of contingencies, minimum dollar guarantees, or any other requirement that the Contractor hold a sole and exclusive agreement with the State of Iowa to provide any product or service from IBM.
- 4.1.4.** Provide E-Procurement Services when requested, such as on-line ordering and order/license tracking; Order History Reporting; integration with E-Procurement tools used by the State.
- 4.1.5.** Provide pre-sales consultation without any additional costs to the State.
- 4.1.6.** Provide routine updates and information to the State concerning IBM product and license abuse, liability, and penalties.

- 4.1.7.** Ensure that any equipment/hardware proposed by the Contractor:
- 4.1.7.1.** Be manufactured by IBM and provided in new, or reconditioned and warranted as new and of the current engineering change (EC) at the time of delivery. Delivery of reconditioned equipment must be approved in advance.
 - 4.1.7.2.** Is accompanied by valid software licenses that are received at the time, or before, receipt of the equipment/hardware. The State reserves the right to negotiate the terms of any corresponding software licenses at the time of receipt.
- 4.1.8.** Ensure that all IBM Goods and Services carry the full USA OEM warranty to be free of defects.
- 4.1.9.** Provide extended hardware and software maintenance service options available from IBM at the request of the State.
- 4.1.10.** Agree to not subject any IBM goods and services ordered by the State of Iowa to changes or substitutions at any time during the term of this contract without the express written approval of the State. Contractors are authorized to ship alternate/third party components only when specified on the purchase order. UNAUTHORIZED SUBSTITUTION OF OEM COMPONENTS SHALL BE CONSIDERED BREACH OF ANY RESULTING CONTRACT.
- 4.1.11.** Ensure that any cloud services, including any software-as-a-service, platform-as-a-service, infrastructure-as-a-service, or other cloud services the Contractor is authorized to resell by IBM and provided to the State of Iowa:
- 4.1.11.1.** Be provided and branded as an IBM service.
 - 4.1.11.2.** Store State of Iowa data within the continental United States.
- 4.1.12.** Agree that before selling any IBM cloud computing services, Contractor will work mutually with the State of Iowa to negotiate and execute additional cloud computing-specific terms and conditions, on a case-by-case or global basis, as deemed mutually appropriate by the parties. Terms and conditions required by the State for cloud computing work will vary based on requirements associated with data, security, and other project-specific needs.
- 4.1.13.** Have the ability, either directly or through subcontractors pre-approved by the State, to provide services, including on-site services, system integration services, and other IBM IT support services. Include guaranteed response times to service calls categorized by geographical coverage within the State of Iowa.
- 4.1.14.** Provide leasing options for equipment either directly or indirectly through a third party partner or affiliate.
- 4.1.14.1.** Contractors and their third-party partners or affiliates must accept the following mandatory lease provisions/terms and conditions:

- 4.1.14.1.1.** End of lease options shall not include or permit a special (bargain) purchase price or a purchase price that is less than the fair-market-value (FMV) of the equipment at the end of the lease term.
 - 4.1.14.1.2.** Contractors and/or their partners or affiliates shall not offer leases which would be considered a conditional sales agreement under criteria established by the Internal Revenue Service for tax purposes.
 - 4.1.14.1.3.** Contractors and/or their partners or affiliates shall not otherwise offer leases that are considered “Financing Agreements” as defined in Iowa Code Section 12.28, and shall represent and warrant that any leases provided do not constitute a “Financing Agreement” as defined thereunder.
- 4.1.14.2.** Contractors and their partners or affiliates must explain in detail how they will provide the State with leasing services for equipment. Contractors and their partners or affiliates must also state in their Response how lease rates will be determined. To afford flexibility and fluctuation, as the negotiation and execution of lease agreement(s) may not proceed immediately following award, lease rates may be tied to an outside source, such as, by way of example only, a GSA price list or schedule, NASPO value point agreement or schedule, another State’s leasing agreement or schedule, a price index, or some combination thereof.
- 4.1.14.3.** Responses such as “further details will be provided upon request” or “will provide lease rates on a transaction basis at the time of the request” may be deemed non-responsive and may result in rejection of the Proposal.
- 4.1.14.4.** If a third-party partner or affiliate is used for leasing, Contractor must identify the applicable third party and provide the State with written assurances signed by an individual duly authorized to legally bind the third party that the third party will extend leasing services to the State consistent with the requirements of this RFP and Contractor’s Proposal. Any such third party will be subject to pre-approval by the State. The State may enter into a lease agreement with the identified third-party directly, at its sole election.
- 4.1.14.5.** Because this RFP is intended to result in a multi-vendor award, competing Contractors may identify the same third party to provide leasing services to the State. For example, if Contractor X submits a proposal with third-party leasing provider Y, Contractor Z may also submit a proposal with third-party leasing provider Y.
- 4.1.14.6.** Any resulting lease agreement will be separately negotiated at a time chosen by the State, but shall include the mandatory requirements of the RFP with respect to leasing.
- 4.1.14.7.** Contractor acknowledges that, notwithstanding the foregoing, the State is not guaranteeing that this RFP will result in the execution of any lease agreements with Contractor or any third party, and the State reserves the right to release a separate

RFP for leasing services if, in its sole discretion, it determines it would be in the best interests of the State to do so.

- 4.1.14.8.** Notwithstanding any provision in this RFP to the contrary, the State expressly reserves the right to waive this mandatory requirement as set forth in this section 4.1.14, consistent with the waiver provisions set forth in this RFP, or as otherwise deemed necessary by the State, in its sole discretion.

4.2 Scored Technical Specifications

All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the evaluation committee in accordance with Section 5.

- 4.2.1.** Describe your experience as a reseller of IBM Goods and Services. Include information concerning your number of years as a reseller, clients served, and core areas of expertise.
- 4.2.2.** Provide information concerning your ability to provide post-purchase implementation, operational, and technical support for IBM goods and services including for components currently owned by the State of Iowa (e.g. z Systems, Power Systems, Storewize, Tivoli, DS-series, TS-Series). Include any operational, compliance, information security, or other certifications demonstrating your level of expertise.
- 4.2.3.** Provide evidence of your authorization from IBM to resell IBM goods and services. Include all elements of IBM's product catalog that you are authorized to directly resell.
- 4.2.4.** Provide information concerning your desire to use any subcontractors as part of your proposal. Information concerning use of subcontractors shall not be deemed authorization by the State of Iowa to permit subcontracting in any circumstance.
- 4.2.5.** Describe the official IBM software and/or hardware maintenance services your firm is authorized to resell by IBM.
- 4.2.6.** Provide sample work plans, performance targets, response times, and related implementation/support plans describing how your firm manages and completes projects, support engagements, and other maintenance requests associated with IBM Goods/Services.
- 4.2.7.** Describe the IBM cloud services your firm is authorized to sell by IBM. Provide information concerning security, compliance, and operational guarantees or capabilities that may be of interest to the State of Iowa.
- 4.2.8.** Describe how a governmental entity like the State of Iowa could make use of IBM Watson. Provide a sample use case for government that could be implemented by the State of Iowa with assistance from your firm directly.
- 4.2.9.** Provide information concerning IBM hosted or cloud-based mainframe services that could replace the State of Iowa's existing on premises mainframe operations if desired in the future by the State of Iowa. Responses may include any recommendations, project plans, security

certifications, or other considerations the State should evaluate in the event a future project for hosted or cloud-based mainframe services is considered.

- 4.2.10.** Provide information concerning IBM managed services for mainframe operations that your firm is authorized to sell by IBM including day-to-day administration, management, operation, and/or support for State of Iowa mainframes. Technical tasks provided by IBM managed services may include, for example, system administration, performance monitoring, upgrades, code migrations, database management, software installation, and any related technical services required to manage an IBM mainframe. Responses may also include transition plans, project plans, standard operating procedures, incident response plans, change management, code release management, and any other materials relevant to the management of an IBM mainframe environment.

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. This RFP is designed to allow for the award of multiple contracts, therefore the State will not necessarily award the Contract to the Contractor offering the most favorable terms to the State. Instead, the State will award to contractors in the manner that, in the judgment of the State, is in the best interests of the State.

The State will purchase IBM Goods and Services by soliciting competitive quotes for individual IBM goods and services from all successful contractors that subsequently enter into a contract with the State, and as the result of such solicitations, procure from the successful contractor that offers the most favorable terms at the time of each individual solicitation. The State will solicit competitive quotes for all goods and services purchased from all awarded Contractors

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 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.

The evaluation committee will make a recommendation to the State of Iowa Chief Information Officer who must approve the recommendation.

5.3 Tied Quote and Preferences

5.3.1 Following the solicitation of competitive quotes for individual IBM goods and services from all successful contractors that subsequently enter into a contract with the State, if a response is received that is equal in all respects and tied in price, any subsequent award shall be determined by a drawing when all quotes are received within subsequently specified deadlines for the receipt of such quotes that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the contractors who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

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

In the event of a tied quote between Iowa contractors, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the contractors have complied with ESGR standards.

Preference, in the case of a tied quote, shall be given to Iowa contractors complying with ESGR standards.

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

Preferences required by applicable statute or rule shall also be applied, where appropriate.

5.4 Technical Proposal Evaluation and Scoring

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications and Scored Technical Specifications described in Section 4.1 and 4.2 and meet the minimum score. To be deemed a Responsive Proposal, the Proposal must:

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

An addendum identifying the points assigned to evaluation criteria and minimum score will be posted prior to the RFP due date.

5.5 Cost Proposal Scoring

In responding to this RFP, Contractor agrees that all purchases of IBM Goods and Services made by the State of Iowa will be conducted through solicitations of competitive quotes from all successful contractors that subsequently enter into a contract with the State for individual IBM Goods and Services required by the State. Any agreement between Contractor and the State shall not be a sole and exclusive agreement for IBM Goods and Services. Contractor must provide goods and services at minimum discounts as further specified in Attachment 5 (Cost Proposal). Contractor acknowledges it is eligible to provide greater discounts to the State of Iowa than the minimum discounts required by Attachment 5 (Cost Proposal). Contractor acknowledges that the State of Iowa will purchase IBM Goods and Services from the Contractor that offers the most competitive discounts in response to subsequent requests for quote from the State.

With respect to equipment that may be leased, whether the Contractor will be considered the most competitive discount in response to subsequent requests for quote from the State will be determined and outlined within the context of each specific request for quote.

SECTION 6 CONTRACTUAL TERMS AND CONDITIONS

6.1 Contract Terms and Conditions

The Contracts that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the General Terms and Conditions, the offer of the successful Contractors contained in its Proposals, and any other terms deemed necessary by the Agency. No objection or amendment by a Contractor to the provisions or terms and conditions of the RFP or the General Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Contractor's objection or amendment in writing.

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

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

The Agency reserves the right to either award Contracts without further negotiation with the successful Contractors or to negotiate Contract terms with the successful Contractors if the best interests of the State would be served.

6.2 Special Terms

6.2.1 Notwithstanding anything in this RFP to the contrary, on a case-by-case or global basis, as determined mutually advantageous by the parties, the State reserves the right to negotiate, with the appropriate parties:

6.2.1.1 The terms of any software licenses purchased, or provided in connection with any Goods or Services, pursuant to this RFP.

6.2.1.2 Cloud computing-specific terms and conditions. Terms and conditions required by the State for cloud computing services may vary depending on requirements associated with data, security, and other project-specific needs.

6.2.1.3 Lease terms.

6.3 Contract Length

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

6.4 Insurance

The Contracts will require the successful Contractor to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	\$1 Million
	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

Additional cyber-liability insurance or other insurance requirements may be imposed as it relates to cloud computing services, as outlined within the applicable, specific request for quote.

6.5 Terms and Conditions for State of Iowa Purchasing Cards

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

- Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;
- Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- Contractor shall not write down card numbers or store card information. When accepting

orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);

- Contractor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- Contractor shall confirm that the name of purchaser matches the name on the card;
- Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;
- Contractor shall shred any documentation with credit card numbers.

6.6 Administrative Fee

Without affecting the approved Product or Service prices or discounts specified in the Master Agreements, 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 administrative fee due to the State of Iowa shall be paid quarterly by Contractors directly to the State, made payable to the "Iowa Office of the Chief Information Officer".

6.7 Ongoing Proof of Authorization

Contractor may be required to provide evidence of authorization from IBM to resell the specific IBM goods and services forming the basis of a subsequent request for quote at the time of the subsequent request for quote.

6.8 Use of Subcontractors

In addition to any terms and conditions contained in this RFP or any resulting Contract, Contractor may be required to identify any subcontractors it may use in providing the State IBM goods and services in connection with any specific request for quote at the time of the subsequent request for quote. Use of any subcontractors to provide goods or services will be subject to the State's prior approval.

Attachment # 1
Certification Letter

Alterations to this document are prohibited, see section 2.14.14.

[Date]

Pearson Skepnek, Issuing Officer
Office of the Chief Information Officer
1305 E. Walnut Level B
Des Moines IA 50309

Re: OCIO17001 - PROPOSAL CERTIFICATIONS

Dear **Pearson Skepnek**:

I certify that the contents of the Proposal submitted on behalf of [**Name of Contractor**]_____ (Contractor) in response to **Office of Chief Information Officer** for OCIO17001 for IBM Goods and Services are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

Certification of Independence

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

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

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

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

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

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

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

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #2
Authorization to Release Information Letter
Alterations to this document are prohibited, see section 2.14.14.

[Date]

Pearson Skepnek, Issuing Officer
Office of the Chief Information Officer
1305 E. Walnut Level B

Re: **OCIO17001** - AUTHORIZATION TO RELEASE INFORMATION

Dear **Pearson Skepnek**:

[Name of Contractor] _____ (**Contractor**) hereby authorizes the **Office of the Chief Information Officer** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to **OCIO17001**.

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

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

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

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

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #3
Form 22 – Request for Confidentiality

Per section 2.21 of the Request for Proposal (RFP), a Contractor requesting portions of its Proposal be maintained in confidence must complete this form and submit it with its Proposal. Contractors should read and familiarize themselves with chapter 22 of the Iowa Code regarding release of public records before completing this form. Section 2.21 of the RFP provides the Contractor instructions regarding how to request confidential treatment of portions of its Proposal.

NOTE: Completion of this Form is the sole means of requesting confidential treatment. Completion of the form and agency's acceptance of Contractor's submission does not guarantee the agency will grant Contractor's request for confidentiality. The agency may reject Contractor's Proposal entirely in the event Contractor requests confidentiality and does submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

To request confidentiality, Contractor must provide the following information:

- 1** Contractor must present its request for confidentiality in the transmittal letter of its proposal.
Check box when completed.

- 2** Contractor must conspicuously mark confidential material in its proposal in accordance with section 2.21 Public Records and Requests for Confidential Treatment. **Check box when completed.**

- 3** Contractor must specifically identify and list the proposal section(s) for which it seeks confidentiality and answer the following questions for each section listed :
 - 3.1** Explain the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential.

 - 3.2** Justify why the material should be kept in confidence.

 - 3.3** Explain why disclosure of the material would not be in the best interest of the public.

 - 3.4** Provide the name, address, telephone, and email for the person at Contractor's organization authorized to respond to inquiries by the Agency concerning the status of confidential materials.

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

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

- 4 Contractor must submit a Public Copy of the Proposal from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible. **Check box when completed.**

This form must be signed by the individual who signed the Contractor's Proposal. The Contractor shall place this Form 22 completed and signed in its Proposal immediately following the transmittal letter. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

***Failure to provide the information required in this form may result in rejection of Contractor's request for confidentiality or rejection of the Proposal as being non-responsive.**

Signature

Date

Title

**Agency Review
(for agency use only)**

- Contractor's Proposal is rejected as non-compliant because one or more of the following reasons:
 - Contractor requested confidentiality without submitting a fully completed Form 22.
 - Contractor requested confidentiality without presenting its request in the transmittal letter of its Proposal.
 - Contractor requested confidentiality and failed to conspicuously mark such material as confidential within its Proposal in accordance with the RFP.
 - Contractor requested confidentiality without submitting a public copy of its Proposal with the confidential information redacted.
 - Contractor requested confidentiality on material in contravention of the RFP.
 - Other: _____.

- Contractor's submission is accepted.¹

Purchasing Agent Signature

Date

¹**NOTE:** Agency's acceptance of Contractor's submission should not be construed as Agency's approval of Contractor's request for confidentiality. Instead, acceptance of Contractor's submission simply means that Agency believes Contractor's Form 22 appears fully completed in accordance with the RFP.

**Attachment #4
Response Checklist**

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
3. 1 Original, 1 Digital, & 2 Copies of the Bid Proposal			
3. One (1) Public Copy with Confidential Information Excised			
3. Transmittal Letter			
3. Specifications			
3. Vendor Background Information			
3. Experience			
3. Financial Information			
3. Terminations			
3. Acceptance of Terms and Conditions			
3. Certification Letter			
3. Authorization to Release Information			
3. Firm Proposal Terms			
4. Mandatory Specifications			
4. Scored Technical Specifications			

ATTACHMENT #5 - Cost Proposal

Cost Proposal

In responding to this RFP, Contractor agrees that all purchases of IBM Goods and Services made by the State of Iowa will be conducted through solicitations of competitive quotes from all Responsible Contractors for individual IBM Goods and Services required by the State. Any agreement between Contractor and the State of Iowa shall not be a sole and exclusive agreement for IBM Goods and Services.

Please respond to the following (Yes or No):

1. _____ [Yes/No] Contractor agrees to provide, at a minimum, the lesser of pricing for IBM Goods and Services set forth in GSA Schedule 70 Contract #GS-35F-110DA, GSA Schedule 70 Contract #GS-35F-4984H, or NASPO ValuePoint Computer Equipment, Peripherals & Related Services Contract 2015-2020 or any successor agreement thereof.
2. _____ [Yes/No] Contractor acknowledges they are eligible to provide greater discounts to the State of Iowa than those set forth in the contracts referenced above.
3. _____ [Yes/No] Contractor acknowledges that the State of Iowa will purchase IBM Goods and Services from the Responsible Contractor who enters into an agreement with the State of Iowa for the purchase of IBM Goods and Services negotiated pursuant to this RFP that offers the most favorable terms in response to subsequent requests for quote from the State of Iowa.

NOTE: If the Contractor answers "No" to items 1-3 above, Agency may reject the entire proposal as non-responsive.