

STATE OF IOWA
Request for Proposal (RFP)
Cover Sheet

DISCLAIMER: If the Respondent experiences difficulty reading this document and requires an accessible version optimized for a screen reader, contact Milt Dahl at (515) 954-8766 or via email at milt.dahl@idph.iowa.gov to obtain one.

Title Of RFP:	Immunization Registry Information System (IRIS) Replacement	RFP No.:	58824002
Agency:	Iowa Department of Administrative Services (DAS) "Department" on behalf of the Iowa Department of Health and Human Services (IHHS) "Agency"		
State seeks to purchase:	Immunization Information System	Available to Political Subdivisions?	No
Number of <u>mos.</u> or <u>yrs.</u> of the initial term of the contract:	6 years	Number of possible annual extensions:	4 annual renewals of one year each
Anticipated initial Contract term start date:	July 17, 2023	Anticipated initial Contract term end date:	July 16, 2029
State Issuing Officer:			
Name: Mike Nolan			
Phone: 515-954-5458			
e-mail: mike.nolan@iowa.gov			
FAX:			
Mailing Address: Department of Management Office of the Chief Information Officer 200 E. Grand Ave Des Moines, IA 50309			
PROCUREMENT TIMETABLE —There are no exceptions to any deadlines for Respondents; however, the 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		February 24, 2023	
State Issues RFP to Bid Opportunities website		March 6, 2023	

Letters of Intent to Propose Due:	March 27, 2023
Round 1 Questions: Respondent's written questions and requests for clarification changes due:	March 27, 2023
Round 1 Responses: Agency's written response to RFP questions and requests for clarifications due:	April 3, 2023
Round 2 Questions: Respondent's written questions and requests for clarification changes due:	April 10, 2023
Round 2 Responses: Agency's written response to RFP questions and requests for clarifications due:	April 17, 2023
Proposals Due:	May 8, 2023 by 4:00 PM Central Time
Respondent Product Demonstration (Agency Discretion):	May 22 - June 2, 2023
Anticipated Date to issue Notice of Intent to Award:	June 26, 2023
Anticipated Date to execute Contract:	July 17, 2023
Important Websites:	URL:
Website where any Amendments/Addenda to this RFP will be posted:	https://ocio.iowa.gov/it-bid-opportunities
Key Requirements:	
Number of Copies of Proposals Required to be Submitted:	1 Digital
Firm Proposal Terms The minimum Number of Days following the deadline for submitting proposals (May 15, 2023) that the Respondent guarantees all proposal terms, including price, will remain firm:	Days: 180

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SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposal (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 Request for Proposal (RFP) 58824002 is to solicit applications that will enable the Iowa Department of Health and Human Services (referred to as Agency) to select the most qualified applicant to provide a comprehensive, configurable off-the-shelf Immunization Information System (IIS) to provide computerized tracking of immunizations and health screenings for children, adolescents, and adults who are seen in a variety of public and private healthcare provider sites throughout the state.

1.2 RFP 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, Conditions, and 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 and 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, Conditions, and 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 and Requests for Clarification). 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, or submitted digitally 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. The Agency will only respond to questions submitted by respondents who have submitted a letter of intent. 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 Questions and Requests for Clarification

Respondents who have submitted a letter of intent are invited to submit written questions and requests for clarification regarding the RFP. The questions or requests for clarification 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 or requests for clarification 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 or requests for clarification 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. Failure to raise a question or request for clarification 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 8 (Question Submission Template) for submitting questions related to this RFP.

2.9 Costs of Preparing the Proposal

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

2.10 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.

2.11 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.

2.12 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.

2.13 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 MAY RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.

2.14 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.

2.15 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.

2.16 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.

2.17 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 Administrative 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.

2.18 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 email.
- 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.

2.19 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.

2.20 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.

2.21 Respondent Product Demonstration

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

2.22 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.

2.23 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).

2.24 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.

2.25 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.

2.26 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.

2.27 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.

2.28 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.

2.29 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.

2.30 Exclusivity

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

2.31 No Minimum Guaranteed

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

2.32 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, Conditions, and Administration) for additional information related to the contracting process and the terms and conditions governing any resulting Contract.

2.33 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.

2.34 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.

2.35 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.

2.36 Appeals

2.36.1 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 Revenue, Hoover State Office 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.

2.36.2 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.

2.37 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.

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 and sent electronically. 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 sent in separate emails. The emails shall include the following subject line: IRIS Replacement, RFP 58824002 and separate emails labeled in the following fashion: 1 of 4, 2 of 4, etc. The proposal shall be emailed to the following:

RFP Number: 58824002
RFP Title: Immunization Registry Information System (IRIS) Replacement
Mike Nolan
Contract Administrator
200 E. Grand Ave.
Des Moines, IA 50309
mike.nolan@iowa.gov
515-954-5458

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

- 3.1.2** The Technical Proposal shall be timely submitted to the Issuing Officer via email. The Cost Proposal shall be submitted in a separate email.

Technical Proposal Contents

Original Technical Proposal
Public Copy (if submitted)

Cost Proposal Contents

Original Cost Proposal

- 3.1.3** If the Respondent designates any information in its Technical Proposal as confidential pursuant to Section 2.13 (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 (Specifications and 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 separate email 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, Conditions, and Administration) of this RFP for more information regarding the contracting process.

3.2.10 Response Checklist: Attachment 6

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

SECTION 4 Specifications and 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 2.8 (Questions and Requests for Clarification). Failure to raise a question or request for clarification 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 Detailed Scope of Work

The purpose of this Request for Proposal (RFP) 58824002 is to solicit applications that will enable the Iowa Department of Health and Human Services (referred to as Agency) to select the most qualified applicant to provide a comprehensive, configurable off-the-shelf Immunization Information System to provide computerized tracking of immunizations and health screenings for children, adolescents, and adults who are seen in a variety of public and private healthcare provider sites throughout the state.

4.1.1 Overview

The Immunization Registry Information System (IRIS) is a statewide immunization and health screening information system managed by the Iowa Department of Health and Human Services (Iowa HHS) Immunization Program. The Agency is currently using a vendor-hosted system that was developed by the state of Wisconsin, the Wisconsin Immunization Registry (WIR). IRIS is robust and thoroughly integrated within Iowa's Immunization Program. Healthcare providers throughout Iowa rely on IRIS for the current vaccine history of their patients. More than 3,400 organizations use IRIS, nearly 36 percent of these organizations are private practice clinics, 18 percent are pharmacies. Participating providers also include hospitals, schools, and local public health agencies. IRIS supports more than 1,500 organizations via data exchange, of which 98 percent submit real-time data and 83 percent directly query IRIS through bidirectional functionality. IRIS includes approximately 47 million immunizations, 4.1 million patient records, and 14,000 users.

IRIS serves the public health goal of preventing and mitigating the spread of vaccine-preventable diseases in Iowa and assuring individuals receive proper immunizations and health screenings. The success and effectiveness of IRIS is dependent upon the level of participation by healthcare providers. Under Iowa Administrative Code 641-7.11(22), the purposes of IRIS are as follows:

- Maintain a database of immunization histories and health screening information
- Ensure patients are fully immunized and screened

The primary stakeholders utilizing the immunization registry include state immunization program staff, local public health agencies, hospitals, private healthcare providers, rural health centers, pharmacies, long-term care centers, state agencies, health plans, and schools.

4.1.2 Definitions

Refer to Attachment 7, IRIS Requirements Traceability Matrix (RTM), glossary tab.

4.1.3 Quality Assurance

The Agency will work with the IHHS Project Management Office to provide contract oversight and conduct activities such as deliverables review, quality assurance, and regular reporting on progress during the life cycle of the contract. The Respondent should plan to have ongoing and recurring interactions with the IHHS Project Management Office for the duration of the contract.

4.1.4 Applicable Laws, Rules, and Directives

The permitted use of IRIS is to ensure patients are fully immunized with all recommended vaccines and have received appropriate health screenings consistent with Iowa Administrative Code. The purpose and permitted use of IRIS is in accordance with 641 Iowa Administrative Code 7.11(2).

Iowa state law [Iowa Code § 22.7(2) and 641 IAC Chapter 7] specifies immunization and health screening information is confidential, and may only be shared with enrolled users, an individual's health care provider, school, childcare facility, local health department, the individuals themselves, or parent/guardian if the person is a minor.

4.2 Executive Summary

The Respondent shall prepare an executive summary and overview of the goods and 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, fax number, and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- 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.

4.4 Requirements

The Respondent shall answer whether it will comply with each requirement as identified in the Iowa Requirement Traceability Matrix (RTM), Attachment 7. The respondent will identify for each mandatory requirement in the RTM if the functionality is either:

- Requirement is met and included in the base application.
- Requirement is met and can be included at an additional/ongoing expense beyond the base application (i.e., additional module).
- Requirement needs to be developed. Cost for the requirement is a one-time expense billed to the Agency.
- Requirement needs to be developed. Cost for the requirement includes development and additional/ongoing expense billed to the Agency.
- Requirement cannot be met.

The Respondent will identify for each optional requirement included in the RTM if the functionality is either:

- Requirement is fully functioning within the Immunization Information System (IIS).
- Requirement needs to be developed before implementation in the IIS.
- Requirement cannot be met.

Proposals must identify any requirements that cannot be satisfied by the Respondent using the vendor response column of the RTM, Attachment 7. If the Respondent cannot satisfy the requirement(s) of this section, the Agency may reject the Proposal without further consideration.

All items listed in section 4.4 include mandatory and optional requirements. If the Respondent is successful, the Contractor agrees that it shall comply with all requirements throughout the full term of the Contract. Respondents must provide a full response to each requirement in the RTM, Attachment 7 without cross-referencing other sections of the proposal. Respondents must use the format and maintain numbering provided by the Agency to respond to each requirement as outlined in the RTM, Attachment 7. The Respondent shall indicate how each requirement will be fulfilled based on the following criteria:

- Included in the Application - Static Functionality
- Included in the Application - Vendor Configurable
- Included in the Application - Agency Configurable
- Customizable - Programming Required
- Other - Describe in the Vendor Response Column

In addition, the description may include the specific references and/or supportive materials as requested in the vendor response field of the RTM.

The Agency reserves the right to determine whether any supportive materials submitted by the Respondent demonstrate the Respondent will be able to comply with the Mandatory Requirements.

4.5 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 may award a score of zero (0) for the relevant specification.

4.5.1 Experience

The Respondent must provide the following information regarding its experience:

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

4.5.2 Key Personnel

The Respondent must provide resumes for all key personnel who will be involved in providing the goods and/or services should the contract be awarded. The following information must be included in the resumes:

- 4.5.2.1** Full name.
- 4.5.2.2** Education.
- 4.5.2.3** Years of experience and employment history particularly as it relates to the specifications of the RFP.

4.5.3 Technical Approach/Project Timeline

- 4.5.3.1** Describe the approach to accomplishing the tasks/outcomes outlined in the Scope of Work.
- 4.5.3.2** Include a proposed implementation schedule, including proposed delivery dates for key tasks/outcomes outlined in the Scope of Work.

4.5.4 Transition

Describe the approach to managing a transition between the Agency's current contractor for similar services to the proposed service offering.

4.5.5 Project Organization

Describe the organizational and operational structure intended to utilize for the work described in the RFP, and identify the responsibilities that will be assigned to staff.

4.5.6 Risk Management

Describe the approach to risk management specific to the services provided.

- 4.6 Firm Offer.** The 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 of days indicated on the RFP cover sheet following the deadline for submitting Proposals.

SECTION 5 EVALUATION AND SELECTION

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 make a recommendation to the Operations Deputy for the Division of Public Health who must approve the recommendation. The Operations Deputy will select the Contractor to receive the award. The Operations Deputy is not bound by the evaluation committee's recommendation.

5.3 Technical Proposal Evaluation and Scoring

5.3.1 Preliminary Review

The evaluation committee will first review all Proposals to determine if they comply with the mandatory requirements described in Section 4.4 and have provided all information required in Section 3 (i.e., to determine if the Respondent is submitting a Responsive Proposal).

5.3.2 Technical Evaluation (3,572 points)

All Responsive Proposals will go through a Technical Evaluation. The evaluation criteria are provided in Section 5.4. The technical evaluation will include both mandatory and optional requirements as outlined in the Requirements Traceability Matrix (RTM), Attachment 7, with 3,572 available points.

Technical Proposals must receive at least 60 percent of the available points as outlined in the RTM, Attachment 7, in order to be eligible to be awarded the Contract. Respondents who do not receive at least 60 percent 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.

Scoring for mandatory and optional requirements will be based on the following criteria.

Mandatory Requirements

- 5 points - Requirement is met and included in the base application.
- 4 points - Requirement is met and can be included at an additional/ongoing expense beyond the base application (i.e., additional module).
- 3 points - Requirement needs to be developed. Cost for the requirement is a one-time expense billed to the Agency.

- 2 points - Requirement needs to be developed. Cost for the requirement includes development and additional/ongoing expense billed to the Agency.
- 0 points - Requirement cannot be met.

Optional Requirements

- 3 points - Requirement is fully functioning within the Immunization Information System (IIS).
- 2 points - Requirement would need to be developed before implementation in the IIS.
- 0 points - Requirement cannot be met.

5.3.3 Contractor Background, Experience and References (1,000 points)

The evaluation committee will review and score the Proposals based on the responses to Sections 2.15, 2.16, 3.2.5, 3.2.6, 3.2.7, 3.2.8, 3.2.9, and 3.2.10. There are 1,000 available points for Contractor Background, Experience and References. The evaluation committee, in consultation with the Operations Deputy, shall have the discretion to reject a Proposal if information obtained from this stage of the evaluation process raises serious concerns with the Agency about doing business with the Contractor (e.g., Contractor has been debarred from contracting with another state or government agency).

5.3.4 Cost Proposal (1,500 points)

The maximum award for a Cost Proposal will be 1,500 points. The Respondent must follow the format as provided in the Cost Proposal form, Attachment 1. The form has two major sections: Scored Costs and Non-scored Costs. Only the scored costs will be used in calculating the Cost Proposal points to be awarded to Proposals. The Cost Proposal shall include upfront and ongoing costs for the initial term (6 years) and the four potential one year renewal terms (see Attachment 1).

The Cost Proposals will remain sealed until the Technical Evaluation (Section 5.3.2) and Respondent Background, Experience and References (Section 5.3.3) scores have been finalized. The Cost Proposals will be opened and evaluated and points awarded to the Scored Costs as follows:

1. Calculate the Total Scored Cost Points Possible for Contractor

The ratio of the sum of the Technical Evaluation points received and the Contractor Background, Experience and References points received as the numerator, divided by the sum of the total RFP points available for the Technical Evaluation points (1,000 points) and the Contractor Background, Experience and References Evaluation (1,500 points) as the denominator, is multiplied by the total cost points available under section 5.3.4 (6,572 points). This provides the **total cost points possible for the Respondent** in the Cost Evaluation.

Total Points Possible for Respondent=

$$\frac{(\text{Total Points Received for sections 5.3.2} + \text{5.3.3})}{4,572 (\text{Total Points 5.3.2 and 5.3.3})} \times 1,500 (\text{Total Points 5.3.4})$$

Example: Respondent A receives 3,000 points for section 5.3.2 and 800 points for section 5.3.3. The total cost points possible for the Respondent are:

$$\frac{3,800}{4,572} \times 1,500 = 1,246$$

2. Calculate the Cost Proposal Points for Contractor A

The ratio of the lowest Cost Proposal (numerator) divided by the Cost Proposal being evaluated (denominator) is multiplied by the total cost points possible for the Respondent to provide the Cost Evaluation Points Awarded for the Proposal.

Cost Proposal Points Awarded =

$$\frac{\text{Lowest Cost Proposal Received}}{\text{Cost Proposal Being Evaluated}} \times \text{Cost Points Possible for Respondent}$$

Example: Respondent A's cost proposal is \$1,000,000 and the lowest cost proposal received is \$800,000. Cost Proposal points awarded Contractor A are:

$$\frac{800,000}{1,000,000} \times 1,246 = 997$$

5.3.5 Respondent Demonstration (500 points)

The Agency will invite Respondents to participate in a Respondent Demonstration.

Respondent Demonstrations may be scored by an expanded evaluation committee. There are 500 available points for the Respondent Presentations. Demonstrations will be based on Agency-defined criteria.

5.3.6 Final Scores

The points awarded for the Cost Proposal (5.3.4) will be added to points awarded to the Technical Evaluation (5.3.2), Respondent Demonstration (5.3.5), and Contractor Background, Experience and References (5.3.3) points to obtain the final scores awarded for each Proposal.

5.4 Evaluation Criteria

The evaluation committee will review all Responsive Proposals from Responsible Respondent to identify the Contractor most qualified to address the requirements. The selection and qualifications of a Contractor shall be based on the following criteria (not necessarily listed in order of importance):

- 5.4.1 Ability to build, test, and implement the core components of a robust, scalable IIS
- 5.4.2 Satisfactory performance on previous and present contracts similar in scope to the subject of this RFP
- 5.4.3 Contractor's professional experience and performance record
- 5.4.4 Financial stability of Contractor
- 5.4.5 Overall track record and reputation in the relevant industry

- 5.4.6 Compliance with RFP and contract terms and conditions, Proposal format and all applicable laws, regulations certifications and standards
- 5.4.7 Contractor's proposed staffing plan including hourly staff rates for the duration of the contract period
- 5.4.8 Results of Contractor presentations
- 5.4.9 References
- 5.4.10 Cost of goods and services
- 5.4.11 Contractor's proposed transition and work plans
- 5.4.12 Demonstrated quality of proposed services and/or products
- 5.4.13 Plans for assurance of high-quality service
- 5.4.14 Ability to integrate with Agency administrative applications

5.5 Tied Score and Preferences

- 5.5.1 An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Respondents who are tied in price. Otherwise, the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.
- 5.5.2 Notwithstanding the foregoing, if a tied score involves an Iowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied score involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.
- 5.5.3 In the event of a tied score between Iowa Respondents, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Respondents have complied with ESGR standards. Preference, in the case of a tied score, shall be given to Iowa Respondents complying with ESGR standards.
- 5.5.4 Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States. 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 be identified 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 Respondent. 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; and
- 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 Administrative Code chapter 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

This contract will be covered by the General conditions of the Iowa Department of Health and Human Services, Division of Public Health Date 07/17/2019 which can be found [here](#).

6.3.1 Term Length

The Contract shall have an initial term of [six (6) 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 a total contract term of four (4) additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise each option no later than [ninety (90)] 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. Payment methods will be 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 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.

6.3.2.3 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.

6.3.2.4 Respondent Discounts

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

6.3.2.5 Prompt Payment Discount

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

6.3.2.6 Invoices

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

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	As 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 the 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, the 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 the 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 Mike Nolan Contract Administrator, 200 E. Grand Ave., Des Moines, IA 50309, 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 administrative 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, Conditions, and Administration) under a subsection with a heading entitled Special Terms and 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, Conditions, and Administration) set forth under a subsection with a title other than Special Terms and 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, identify:

- What discount will be provided for payment in 15 days?
- What discount will be provided 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. Payments may be made by any of the following methods:

- EFT/ACH, or
- State Warrant.

Indicate in the Cost Proposal all of the payment methods accepted.

As it pertains to EFT/ACH specifically, provide a statement regarding the 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.

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 contain an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing must be all expenses included and based on Net 60 Days Payment Terms. The following template is required. Use additional pages to provide any additional narrative support for the costing information. The Agency reserves the right to purchase any third party hardware or software through a State contract or a separate bid process.

The Cost Proposal shall include upfront and ongoing costs for the initial term (6 years) and the four potential one-year renewal terms. The Cost Proposal must include an annualized breakdown of the total cost of ownership (TCO) from the date the contract is executed. The breakdown must list separately, at a minimum, new costs, recurring costs, and maintenance costs. The Agency owns all deliverables (base product and enhancements beyond termination of contract). The Agency shall receive title to ownership of all goods and deliverables paid for during the contract term.

All pricing shall comprise all necessary costs, including all labor and materials to deliver the Services as specified in this RFP and as otherwise proposed, applicable taxes, duties, licensing, and leasing fees incurred to provide the Services. The Contractor assumes all liability for any omissions.

Cost Proposal

Deliverable Item	Firm US Dollars
TOTAL COST:	

a. Price Modifications

The Cost Proposal shall include upfront and ongoing costs for the initial term (6 years) and the four potential one-year renewal terms. The Cost Proposal must include an annualized breakdown of the total cost of ownership (TCO) from the date the contract is executed. The breakdown must list separately, at a minimum, new costs, recurring costs, and maintenance costs.

b. Assumptions

If any assumptions are built into Deliverables described above, list those assumptions here.

c. Optional Hourly Rates

In addition to the specific Deliverables set forth above, the State may need to procure services related to the core services and goods forming the basis of this RFP, but not directly within the scope of the RFP, such as related management advisory services or consulting services, on an hourly basis.

Provide hourly rates in the following hourly-rate categories. Also identify any additional hourly-rate categories and corresponding hourly rates the Respondent would be willing and able to provide as it relates to optional hourly services in the space below. Include additional categories within the table below with additional hourly categories/rates. The below table is provided as an example only.

The following are examples only.

Hourly Categories/Rates	
Hourly Rate Category	Hourly Rate
Business Analyst	\$
Developer	\$
[Additional service category]	\$

d. Optional Goods per-unit pricing

In addition to the specific services or goods set forth above, the State may need to procure goods related to the core Deliverables forming the basis of this RFP, but not directly within the scope of the RFP. While the cost for optional goods should be identified in the Cost Proposal, costs for optional goods will not be considered in the determination of the Cost Score. Instead, the scope and nature of the additional optional goods will be evaluated and scored in the Technical Proposal. Note that Respondents are not required to provide optional goods as a condition of submitting a Responsive Proposal in response to this RFP.

Please provide per-unit pricing in the following categories/SKUs of related goods and identify whether you will be providing related goods as an original equipment manufacturer or reseller. Please also identify any additional good categories or SKUs and corresponding per-unit prices you would be willing and able to provide as it relates to optional goods in the space below. Do not hesitate to include additional attachments with additional good categories or SKUs if the space below is not sufficient, or does not present a format that is conducive to accurately representing any related good offerings you are willing and able to provide, directly or indirectly.

Optional Goods/Products			
Good/Product Description/SKU	Per-unit price	OEM	Reseller
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>

e. Additional Goods/Services

In addition to the specific optional services or goods set forth above, the State reserves the right to procure services or goods related to the core services or goods obtained by or through the RFP, but not directly within the scope of the RFP, even where the cost for such optional services or goods is not identified in Vendor's proposal. Vendors are strongly encouraged to identify specific optional services or goods and related pricing they are able to provide above, but failure to do so will not preclude the State from procuring such optional services or goods from Vendor, directly or indirectly. To assist the State in discerning a fair and reasonable price for such services or goods in the future, identify whether the Respondent agree to provide, as applicable, the lesser of pricing presented through:

- _____ **[Yes/No]** General Services Administration (GSA) Advantage Select [identify by name and link to specific GSA schedule or pricing forming the basis of surrogate pricing];
- _____ **[Yes/No]** National Association of State Procurement Officials (NASPO) ValuePoint [identify by name and link to specific contract forming the basis of surrogate pricing];
- _____ **[Yes/No]** National Joint Powers Alliance (NJPA) [identify by name and link to specific contract forming the basis of surrogate pricing].

Attachment 2: Certification/Disclosure Letter

Alterations to this document are prohibited

[Date]

Mike Nolan
Contract Administrator
200 E. Grand Ave.
Des Moines, IA 50309
mike.nolan@iowa.gov
515-954-5458

Re: RFP 58824002 - PROPOSAL CERTIFICATIONS

Dear **Issuing Officer Name:**

I certify that the contents of the Proposal submitted on behalf of **[Name of Respondent]** (Respondent) in response to **Agency** for RFP Number for Commodity Description 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 on behalf of Respondent. By submitting a Proposal in response to the RFP, I certify on 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

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

[Date]

Mike Nolan
Contract Administrator
200 E. Grand Ave.
Des Moines, IA 50309
mike.nolan@iowa.gov
515-954-5458

Re: **RFP 58824002 - AUTHORIZATION TO RELEASE INFORMATION**

Dear **Name of Issuing Officer**:

[Name of Respondent]_____ **(Respondent)** hereby authorizes the **Agency** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to **RFP 58824002**.

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

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

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

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

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

Sincerely,

Signature

Name and Title of Authorized Representative	Date
--	-------------

Attachment 4: Form 22 – Request for Confidentiality
SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH THE 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.

Note: If Respondent requests confidential treatment of any information submitted in its Proposal, the Respondent expressly acknowledges and agrees that the Agency's evaluation document(s) or evaluator notes may reference information of which the Respondent requested confidential treatment in the Proposal. These Agency evaluation documents may then be in the public domain and be open to inspection by interested parties upon the Agency's issuance of a Notice of Intent to Award. The Agency will not redact information or references to information in evaluation documents even in instances which a Respondent requested confidential treatment in the Proposal.

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

Respondent acknowledges that the 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 no confidential information was provided. 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.

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.**
- **Note that this Form is to be completed and signed only if submitting a request for confidential treatment of any information submitted in the Proposal. If signing this Part 2, do not complete Part 1.**

Company

RFP Number

RFP Title

Signature (required)

Title

Date

Attachment 5: Terms and Conditions

(These contract terms contained in the Special Terms, General Terms, and Contingent Terms for Services Contracts are not intended to be a complete listing of all contract terms but are provided only to enable Bidders to better evaluate the costs associated with the RFP and the potential resulting contract. Bidders should plan on such terms being included in any contract entered because of this RFP. All costs associated with complying with these terms should be included in the Cost Proposal or any pricing quoted by the Bidder. See RFP Section 3.1 regarding Bidder exceptions to contract language.)

This is a sample form. DO NOT complete and return this attachment.

CONTRACT DECLARATIONS AND EXECUTION

RFP #	Contract #
XXXXXXXX	<i>{To be completed when contract is drafted.}</i>

Title of Contract
<i>{To be completed when contract is drafted.}</i>

This Contract must be signed by all parties before the Contractor provides any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. This Contract is entered into by the following parties:

Agency of the State (hereafter “Agency”)	
Name/Principal Address of Agency: Iowa Department of Human Services 1305 E. Walnut Des Moines, IA 50319-0114	Agency Billing Contact Name / Address: <i>{To be completed when contract is drafted.}</i>
Agency Contract Manager (hereafter “Contract Manager”) /Address (“Notice Address”): <i>{To be completed when contract is drafted.}</i>	Agency Contract Owner (hereafter “Contract Owner”) / Address: <i>{To be completed when contract is drafted.}</i>

Contractor: (hereafter “Contractor”)	
Legal Name: <i>{To be completed when contract is drafted.}</i>	Contractor’s Principal Address: <i>{To be completed when contract is drafted.}</i>
Tax ID #: <i>{To be completed when contract is drafted.}</i>	Organized under the laws of: <i>{To be completed when contract is drafted.}</i>
Contractor’s Contract Manager Name/Address (“Notice Address”): <i>{To be completed when contract is drafted.}</i>	Contractor’s Billing Contact Name/Address: <i>{To be completed when contract is drafted.}</i>

Contract Information

Start Date: {To be completed when contract is drafted.}	End Date of Base Term of Contract: End Date of Contract: {To be completed when contract is drafted.}
Possible Extension(s): {To be completed when contract is drafted.}	
Contract Contingent on Approval of Another Agency: No	ISPO Number: N/A
Contract Include Sharing SSA Data? No	DoIT Number: N/A

Contract Execution

This Contract consists of this Contract Declarations and Execution Section, the Special Terms, any Special Contract Attachments, the General Terms for Services Contracts, and the Contingent Terms for Service Contracts.

In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered this Contract and have caused their duly authorized representatives to execute this Contract.

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

{To be completed when contract is drafted.}

1.2 Contract Purpose.

{To be completed when contract is drafted.}

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

{To be completed when contract is drafted.}

1.3.2 Performance Measures.

{To be completed when contract is drafted.}

1.3.3 Monitoring, Review, and Problem Reporting.

1.3.3.1 Agency Monitoring Clause. The Contract Manager or designee will:

- Verify Invoices and supporting documentation itemizing work performed prior to payment.
- Determine compliance with general contract terms, conditions, and requirements; and
- Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:

In the RFP, you are asked to provide monitoring activities to provide an idea of how DHS will monitor the contract to ensure the contractor is performing adequately under the contract. This section can be further developed if needed when the contract is drafted based on the successful bidder's proposal. Monitoring activities should:

- Be appropriate and specific to the contract
- Describe:
 - o Who will monitor from DHS (position title is fine),
 - o What will be monitored,
 - o When monitoring will occur, and
 - o How activities will be used to monitor.

Notes:

- Performance measurement should not be confined to only data received from the successful bidder. Click the button below to read about possible monitoring activities that may be appropriate to use with your contract.
- The monitoring clause in the contract template already states DHS will monitor invoices and compliance with general contract terms (submission of insurance certificates, proof of licensure, etc.) so you do not need to include language about these areas.
- The template states the Agency's contract manager will perform monitoring activities. If other DHS staff will perform specific monitoring tasks, address this by naming the person's position title along with their monitoring duties.

1.3.3.2 Agency Review Clause. The Contract Manager or designee will use the results of monitoring activities and other relevant data to assess the Contractor's overall performance and compliance with the Contract. At a minimum, the Agency will conduct a review annually; however, reviews may occur more frequently at the Agency's discretion. As part of the review(s), the Agency may require the Contractor to provide additional data, may perform on-site reviews, and may consider information from other sources.

The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person. During the review meetings, the parties will discuss the Deliverables that have been provided or are in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency's contract monitoring activities.

1.3.3.3 Problem Reporting. As stipulated by the Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during Contract performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities.

The Agency's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The Agency's inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

1.3.3.4 Addressing Deficiencies. To the extent that Deficiencies are identified in the Contractor's performance and notwithstanding other remedies available under this Contract, the Agency may require the Contractor to develop and comply with a plan acceptable to the Agency to resolve the Deficiencies.

1.3.4 Contract Payment Clause.

1.3.4.1 Pricing. In accordance with the payment terms outlined in this section and the Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated as follows:

{To be determined.}

1.3.4.2 Payment Methodology.

{To be completed when contract is drafted.}

1.3.4.3 Timeframes for Regular Submission of Initial and Adjusted Invoices. The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Invoice(s) shall be submitted upon completion of the contracted services. Unless a longer timeframe is provided by federal law, and in the absence of the express written consent of the Agency, all Invoices shall be submitted within six months from the last day of the month in which the services were rendered. All adjustments made to Invoices shall be submitted to the Agency within ninety (90) days from the date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.

1.3.4.4 Submission of Invoices at the End of State Fiscal Year. Notwithstanding the timeframes above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Invoices to the Agency for payment by August 1st for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

1.3.4.5 Payment of Invoices. The Agency shall verify the Contractor's performance of the Deliverables and timeliness of Invoices before making payment. The Agency will not pay Invoices that are not considered timely as defined in this Contract. If the Contractor wishes for untimely Invoice(s) to be considered for payment, the Contractor may submit the Invoice(s) in accordance with instructions for the

Long Appeal Board Process to the State Appeal Board for consideration. Instructions for this process may be found at: http://www.dom.state.ia.us/appeals/general_claims.html.

The Agency shall pay all approved Invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

1.3.4.6 Reimbursable Expenses. Unless otherwise agreed to by the parties in an amendment to the Contract that is executed by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract.

1.4 Insurance Coverage.

The Contractor and any subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million

1.5 Data and Security. If this Contract involves Confidential Information, the following terms apply:

1.5.1 Data and Security System Framework. The Contractor shall comply with either of the following:

- Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater, ISO 27001 or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire, or
- Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system

and again annually thereafter. For purposes of this section, “passed” means no unresolved high or critical findings.

1.5.2 Vendor Security Questionnaire. If not previously provided to the Agency through a procurement process specifically related to this Contract, the Contractor shall provide a fully completed copy of the Agency’s Vendor Security Questionnaire (VSQ).

1.5.3 Cloud Services. If using cloud services to store Agency Information, the Contractor shall comply with either of the following:

- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Provide certification of compliance with a minimum of one of the following security frameworks: HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire.

1.5.4 Addressing Concerns. The Contractor shall timely resolve any outstanding concerns identified by the Agency regarding the Contractor’s submissions required in this section.

1.6 Reserved. (Labor Standards Provisions.)

1.8 Incorporation of General and Contingent Terms.

1.8.1 General Terms for Service Contracts (“Section 2”). The version of the General Terms for Services Contracts Section posted to the Agency’s website at <https://dhs.iowa.gov/contract-terms> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The General Terms for Service Contracts may be referred to as Section 2.

The contract warranty period (hereafter "Warranty Period") referenced within the General Terms for Services Contracts is as follows: The term of this Contract, including any extensions.

1.8.2 Contingent Terms for Service Contracts (“Section 3”). The version of the Contingent Terms for Services Contracts posted to the Agency’s website at <https://dhs.iowa.gov/contract-terms> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The Contingent Terms for Service Contracts may be referred to as Section 3.

All the terms set forth in the Contingent Terms for Service Contracts apply to this Contract unless indicated otherwise in the table below:

Contract Payments include Federal Funds? <i>{The items below will be completed if the Contract includes Federal Funds}</i> The Contractor for federal reporting purposes under this Contract is a: <i>{To be completed when contract is drafted.}</i> Office of Child Support Enforcement (“OCSE”) Funded Percentage: <i>{To be completed when contract is drafted.}</i> Federal Funds Include Food and Nutrition Service (FNS) funds? <i>{To be completed when contract is drafted.}</i> DUNS #: <i>{To be completed when contract is drafted.}</i> The Name of the Pass-Through Entity: <i>{To be completed when contract is drafted.}</i> CFDA #: <i>{To be completed when contract is drafted.}</i> Grant Name: <i>{To be completed when contract is drafted.}</i> Federal Awarding Agency Name: <i>{To be completed when contract is drafted.}</i>	
Contractor a Business Associate?	Contractor a Qualified Service Organization?

Contractor subject to Iowa Code Chapter 8F? Unknown	Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)?
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Attachment 6: Response Checklist

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
Proposal			
If confidential treatment requested, one (1) Public Copy with Confidential Information Excised			
Transmittal Letter (Section 3.2.1)			
Title Page (Section 3.2.2)			
Table of Contents (Section 3.2.3)			
Technical Proposal (Section 3.2.4)			
Executive Summary, including statement that Respondent has read Scope of Work and agrees to and understands services/goods being solicited (Section 4.2)			
Respondent Background Information (Section 4.3)			
Requirements, including firm proposal guarantee per RFP cover sheet (Section 4.4)			
Requirements Traceability Matrix/Scoring Tool (Attachment 7)			
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)			

Attachment 7: Requirements Traceability Matrix/Scoring Tool

The Iowa Immunization Registry Information System (IRIS) Requirements Traceability Matrix (RTM) is provided as a separate attachment in Microsoft Excel format and named “**Attachment 7 - RTM.xlsx**”.

Attachment 8: IRIS RFP Question Submission Template

Respondents who have questions pertaining to this RFP or any included attachments must document the questions in the provided Question Submission Template named “**Attachment 8 - IRIS RFP Question Submission Template.xlsx**”.