

Important Websites:	URL:
Website where any Amendments/ Addenda to this RFP will be posted:	https://ocio.iowa.gov/information-technology-procurement/open-it-bid-opportunities
Key Requirements:	
Number of Copies of Proposals Required to be Submitted:	1 Original, 1 Public (redacted) if necessary. All copies delivered in PDF format by email.
Firm Proposal Terms The minimum Number of Days following the deadline for submitting proposals that Respondent guarantees all proposal terms, including price, will remain firm:	180 Days

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- Attachment #1: Cost Proposal
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- Attachment #3: Authorization to Release Information Letter
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- Attachment #5: Response Checklist
- Attachment #6: Terms and Conditions

SECTION 1 INTRODUCTION

1.1 Purpose

The Office of the Chief Information Officer is seeking one or more contractors to perform consulting services for telecommunications and broadband programs including strategic planning, development, and program administration. The Office of the CIO seeks one or more contractors to:

1. Provide broadband community outreach services
2. Provide broadband provider availability data collection and mapping services, including assistance with the map challenge process
3. Provide broadband grant program compliance and monitoring
4. Provide grant administration that includes processing project claims, informing applicants of grant rules, and preparing applicable federal reporting.

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 State reserves the right to issue a notice of intent to award to multiple Responsible Respondents. The State further reserves the right to award to contractors in the manner that, in the judgment of the State, is in the best interests of the State and, as the result of such award(s), to purchase any or all services from one or multiple contractors.

1.2 Definitions

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

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

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

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

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

"Respondent" means a potential Contractor submitting a Proposal in response to this RFP.

"Responsible Respondent" means a Respondent that has the capability, as determined in the sole discretion of the Agency, 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, as determined in the sole discretion of the Agency, 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 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 (Contract Terms and Conditions);
- c. Any additional terms and conditions set forth in Section 6 (Contract Terms and Conditions & Administration).

SECTION 2 ADMINISTRATIVE INFORMATION
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2.1 Read, Understand, and Comply

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

2.2 Respondent Registration and Approval

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

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

2.3 Issuing Officer

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

2.4 Restriction on Bidder Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2.7 (Questions, Requests for Clarification, and Suggested Changes). Oral questions related to the interpretation of this RFP will not be accepted. There may be no communication regarding this RFP with any State employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the RFP. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP, except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses. This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State. Also, State employees will not provide references for current or former Iowa contracts.

2.5 Downloading the RFP from the Internet

The RFP document and any addenda to the RFP will be posted at:

<https://ocio.iowa.gov/information-technology-procurement/open-it-bid-opportunities>

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 amendment to the RFP.

2.7 Questions, Requests for Clarification, and Suggested Changes

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. Respondents may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent shall reference the page and section number(s).

The Agency will send written responses to questions, requests for clarifications, or suggestions received from Respondents on before the date listed on the RFP cover sheet. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP. Failure to raise a question, request for clarification, or suggestion through this process shall constitute a waiver of any objection or argument as part of any subsequent vendor appeal; this waiver is intended to ensure the State is able to correct any material issues or errors in an orderly, efficient fashion and in a manner that is fair to all prospective Contractors.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

2.8 Costs of Preparing the Proposal

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

2.9 Submission of Proposals

The Agency must receive all required copies of the Proposal at the Issuing Officer's email 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 the Respondent notified.** It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline.

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.

2.10 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.

2.11 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.

2.12 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.

If the Agency receives a request for information or materials related to a Proposal marked as confidential, or if a judicial or administrative proceeding is initiated to compel the release of such materials or information, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If, upon reasonable notice to Respondent, Respondent fails to appear to defend its request for confidentiality, the Agency may release the information or material, or otherwise bill the Respondent for any costs or expenses incurred in defending the same (including but not limited to the reasonable time and value of the Iowa Attorney General's Office or other attorney or law firm utilized by the Agency or the State). Additionally, if the Respondent fails to comply with the confidentiality process set forth herein or in Form 22, Respondent's request for confidentiality is overbroad or unreasonable, Respondent fails to supply the Agency with sufficient information to determine whether Respondent's request for confidential treatment is founded, or Respondent rescinds its request for confidential treatment, the Agency may release such information or material with or without providing advance notice to the Respondent and with or without affording the Respondent the opportunity to obtain an order restraining its release from a court of competent jurisdiction. Respondent waives any claims it may have against the Agency or the State of Iowa related to the confidential treatment of any information or materials submitted as part of the RFP process that result, in whole or in part, from any deficiencies with or related to compliance with this section or Form 22, or that otherwise result from Respondent's failure to comply with the terms, conditions, or requirements of this RFP

or Form 22. Respondent further waives any claim for attorney's fees or other costs or expense incurred by Respondent in connection with Respondent's defense of any claim for confidential treatment of its Proposal or the contents thereof.

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

2.13 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.

2.14 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.

2.15 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.

2.16 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. *See Iowa Admin. Code r. 129—10.15.* However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.17 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) <reserved>
- 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) <reserved>
- 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.

2.18 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 of the Agency.

2.19 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.

2.20 Respondent Presentations and Demonstrations

Respondents may be required to make a presentation, provide a live demonstration environment of the solution, or both. The determination as to need for presentations or demonstrations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Respondent to illustrate the Respondent's Proposal. The presentation shall not materially change the information contained in the Proposal. If a demonstration version of the solution is requested, the solution must meet all relevant mandatory specifications listed in Section 4.3 of this RFP at the time the demonstration environment is made available to the evaluators.

2.21 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.

2.22 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).

2.23 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.

2.24 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.

2.25 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.

2.26 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.

2.27 Contract Managers as Evaluators

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

2.28 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 one of the successful Respondent(s) fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award a Contract to the remaining Respondent(s) the Agency believes will provide the best value to the State.

2.30 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 or to cancel the entire RFP or a portion of the RFP at any time. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract. No Respondent shall acquire any legal or equitable rights regarding the Contract unless

and until the Contract has been fully executed by the successful Respondent and the Agency. See Section 6 (Contract Terms and Conditions & Administration) for additional information related to the contracting process and the terms and conditions governing any resulting Contract.

2.31 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.

2.32 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.

2.33 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(s) 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(s) the Agency believes will provide the best value to the State; reissue the RFP; or proceed on another alternative path.

2.34 Appeals

2.34.1 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 Iowa Chief Information Officer, 200 E. Grand Ave., Des Moines, Iowa, 50309, 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.

2.34.2 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 2.34.2 (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.

2.35 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 and maintained in the appropriate state or federal court sitting in Des Moines, Iowa.

2.36 Order of Precedence

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

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

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

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

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

- 3.1.2** One digital copy of the Technical Proposal shall be timely submitted to the Issuing Officer in an email. One digital copy of the Cost Proposal shall be submitted in a separate email.
- 3.1.3** If the Respondent designates any information in its Technical Proposal as confidential pursuant to Section 2.12 (Form 22—Request for Confidentiality), the Respondent must 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** <reserved>
- 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

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent's mailing address, email address, and telephone number.

3.2.2 Title Page

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

3.2.3 Table of Contents

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

3.2.4 Technical Proposal

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

3.2.5 Cost Proposal: Attachment 1

The Respondent shall separately 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 and Conditions & Administration) of this RFP for more information regarding the contracting process.

3.2.10 Check List of Submittals: Attachment 6

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

SECTION 4 Technical Proposal Contents

This Section lists the specifications/requirements related to this RFP. By submitting a proposal, the Respondent agrees, if selected, 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 2.7 (Questions, Requests for Clarification, and Suggested Changes). Failure to raise a question, request for clarification, or suggestion through that process shall constitute a waiver of any objection or argument as part of any subsequent vendor appeal. Items in this Section 4 will be considered in the evaluation and scoring of the Respondent's Technical Proposal:

4.1 Executive Summary

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

- 4.1.1** 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.
- 4.1.2** 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.
- 4.1.3** An overview of the goods and/or services Respondent is offering in response to this RFP.
- 4.1.4** An overview of the Respondent's plans for complying with the specifications and requirements of this RFP.
- 4.1.5** Any other summary information that demonstrates Respondent's added value or differentiation from competitors.

4.2 Respondent Background Information

The Respondent shall provide the following general background information:

- 4.2.1** 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.
- 4.2.2** Form of business entity, *e.g.*, corporation, partnership, proprietorship, limited liability company.
- 4.2.3** A list of all countries in which your organization operates.
- 4.2.4** A list of any board members or entities with more than 10% ownership in the organization.
- 4.2.5** A list of any ownership in your company by any persons who are not U.S. citizens or entities not headquartered in the U.S., regardless of ownership percentage.
- 4.2.6** State of incorporation, state of formation, or state of organization.
- 4.2.7** 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.
- 4.2.8** Number of employees.

- 4.2.9** Type of business.
- 4.2.10** Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 4.2.11** Name, address and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements.
- 4.2.12** 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. In addition to basic qualifications (e.g., certifications obtained), include descriptions of experience in the areas of broadband support. Where applicable, provide any specific knowledge and experience with state and local policies, architecture, and related aspects of the proposed work
- 4.2.13** If subcontractors will be used under this procurement, provide details on each subcontractor and the parts of the project in which they will be involved.
- 4.2.14** Your process for selection and management of subcontractors, including how subcontractors are evaluated on an ongoing basis for meeting security requirements, what information those subcontractors will be allowed to access, and how you will monitor their activities.
- 4.2.15** A description of the review process for key personnel that perform critical management and technical functions. Also, identify the timing of notification to the State when a change occurs and the plan for replacing those key personnel.
- 4.2.16** A definition of sensitive functions and sensitive positions, and a description of how Respondent trains and tests individuals involved in sensitive functions and with access to sensitive information for knowledge and job performance. Provide your process for determining how access to sensitive functions relates to an individual's assignment as key personnel.
- 4.2.17** A description of Respondent's process for background checks and security training of those who will be working on the project. Include descriptions of different training for different types of personnel (e.g., system administrators, developers, administrative). Confirm that these same requirements also apply to any subcontractors.
- 4.2.18** Respondent's accounting firm.
- 4.2.19** Does your home state have a preference for instate vendors? Yes or No. If yes, please include the details of the preference.
- 4.2.20** The successful Respondent will be required to register to do business in Iowa before payments can be made. For vendor registration documents, go to: <https://das.iowa.gov/procurement/vendors/how-do-business>.

4.3 Mandatory Specifications

The Respondent shall answer "yes" or "no" as to whether it will comply with each specification in this Section. Where the context requires more than a "yes" or "no" answer or the specific specification so indicates, Respondent shall explain how it will comply with the specification. In that case, merely repeating a mandatory specification may be considered non-responsive and result in the rejection of the Proposal.

Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal without further consideration.

4.3.1 Experience

4.3.1.1 Respondent must demonstrate successful coordination of large scale telecommunication infrastructure projects.

4.3.1.2 Respondent must select which of the following **Subject Matter Area(s)** they are submitting a response to be evaluated

- Community Outreach.**
If selected, complete section 4.3.2 and section 4.4.2.
- Provider Availability Data Collection and Mapping.**
If selected, complete section 4.3.3 and section 4.4.3.
- Grant Program Compliance and Monitoring.**
If selected, complete section 4.3.4 and section 4.4.4.
- Grant Administration.**
If selected, complete section 4.3.5 and section 4.4.5.

4.3.1.2 Respondent must have 5 years working in or with the Telecommunications industry.

4.3.1.3 Respondent must submit three references from previous engagements providing similar services including at least two references working with federal or state government.

4.3.1.4 Respondent must have a defined, repeatable process to establish and track performance metrics and create reports.

4.3.1.5 Respondent must certify that while under Contract with the Office that Contractor will not work on behalf of any other firm for anything relating to the State of Iowa Broadband Program.

4.3.1.6 Respondent shall only perform work directed by the Office and shall invoice the Office in a manner consistent with State and Federal requirements specified in subsequent Purchasing Agreements.

4.3.1.7 Respondent shall refrain from lobbying or causing others to lobby on behalf of Respondent in relation to programs run by the Agency or work performed pursuant to the Contract.

4.3.2 Community Outreach

4.3.2.1 Community Engagement Services

The Contractor will organize the efforts of Iowa local units of government ("Communities") desiring support in local broadband initiatives. Contractor's efforts will comply with all direction provided by the Office and will include but not necessarily be limited to the following:

- 4.3.2.1.1** Acting as the primary point of contract for Community requests for services and tracking such support requests on an individual basis.
- 4.3.2.1.2** Determining appropriate level of engagement, and communicating work elements required.
- 4.3.2.1.3** Gathering and receiving from Community representatives information to help and to determine areas for expanded broadband services.
- 4.3.2.1.4** Interviewing Community stakeholders/project owners to help determine and support local broadband initiatives.
- 4.3.2.1.5** Delivering to the Office monthly reports of all engagements ("Engagement Reports") completed by the Contractor during the month. Reports will include a summary of activities completed by the Contractor.

4.3.2.2 Education, Research and Consulting

The Contractor will utilize information received from the Community in conjunction with other information gathered from public records, municipalities, and independent service providers to build a customized roadmap that outlines options and alternatives for broadband expansion. Contractor's efforts will comply with all direction provided by the Office and will include but not necessarily be limited to the following:

- 4.3.2.2.1** Analysis of Community assets, anchor institution assets, rights of way, and municipal assets that will result in a product that allows program staff/community leaders to identify local assets available for broadband expansion projects. The output from these efforts will result in a Contractor-provided GIS data set of assets.
- 4.3.2.2.2** Discussion with and interview key stakeholders from city, county, business, education, and the medical community to understand the current and desired state of broadband. Discussions and interviews will result in the development of materials for use in planning for digital equity and the expansion of broadband in Iowa. The deliverable will include community engagement data in a format that is usable by the Office.
- 4.3.2.2.3** Develop options to assess the viability of collaborative approaches to solve broadband expansion. Resulting in providing program staff with recommendations for facilitating broadband expansion in difficult to serve areas.
- 4.3.2.2.4** Assist the office in targeting unserved and underserved areas by building datasets that identify opportunities for leveraging broadband availability maps, assets inventories, and funding mechanisms. The output from these efforts will result in a Contractor-provided GIS data set. The GIS format must meet Office requirements.

4.3.2.3 Planning Services

Contractor will comply with Office instruction and guidance for outreach and engagement, including Community Outreach to covered populations, educational institutions, affordable housing organizations, local governments, digital inclusion coalitions, regional councils of government, and advocacy organizations. Contractor's efforts will comply with all direction provided by the Office and will include but not necessarily be limited to the following:

4.3.2.3.1 Communicating the Digital Equity plan to stakeholders during the development phase of the plan.

4.3.2.3.2 Disseminating the plan during the public comment period.

4.3.2.3.3 Communicating the final plan to stakeholders, which may include public outreach meetings.

4.3.2.4 Local Coordination

Contractor will contact stakeholders to gauge interest in broadband improvement and willingness to participate in the broadband grant program. Contractor's efforts will comply with all direction provided by the Office and will include but not necessarily be limited to the following:

4.3.2.4.1 Outreach to communities for the purposes of strategic planning and consulting for broadband expansion, planning services, insights into the economics of broadband, understanding of the current local broadband landscape, possible funding alternatives, and possible paths to achieve the desired outcomes.

4.3.2.4.2 Outreach to underrepresented communities, unions and worker organizations.

4.3.2.4.3 Collaboration with local, regional, and Tribal entities (governmental and non-governmental) and demonstrate collaboration reflective of the local coordination requirements outlined in the Broadband Equity, Access, and Deployment (BEAD) Program's Notice of Funding Opportunity (NOFO), including outreach to underrepresented communities and unions and worker organizations.

4.3.2.5 Provide Consultation to the Office

Contractor will consult with and advise the Office with regard to providing a comprehensive, high-level plan for providing reliable, affordable, high-speed internet service throughout the State. Contractor's efforts will comply with all direction provided by the Office and will include but not necessarily be limited to the following:

4.3.2.5.1 Identifying potential public-private partnerships that may be cultivated.

4.3.2.5.2 Identifying strategies to address affordability issues, including but not limited to strategies to increase enrollment in the Affordable Connectivity Program by eligible households.

4.3.2.5.3 Identifying strategies to ensure an available and highly skilled workforce (including by subgrantees, contractors, and subcontractors) to minimize project disruptions, including any plans to ensure strong labor standards and protections; and plans to attract, retain, or transition the skilled workforce needed to achieve the plan's goals, including describing the involvement and partnerships of sub-grantees, contractors, and sub-contractors with existing in-house skills training programs, unions and worker organizations; community colleges and public school districts; supportive services providers; registered apprenticeship programs and other labor-management training programs, or other quality workforce training providers.

4.3.2.6 Develop Digital Equity Asset Inventory

Contractor will develop an asset inventory that includes current resources, programs, and strategies that promote digital equity for covered populations, whether publicly or privately funded, as well as existing digital equity plans and programs already in place at the local and Tribal level. To help complete the digital equity asset inventory, Contractor will conduct outreach and administer an OCIO-developed survey. Contractor's efforts will comply with all direction provided by the Office and will include but not necessarily be limited to the following:

4.3.2.6.1 Consult with the following entities in order to develop the asset inventory:

4.3.2.6.1.1 Community anchor institutions, CBOs, and nonprofits;

4.3.2.6.1.2 Counties, city governments, and Indian Tribes;

4.3.2.6.1.3 Local educational organizations, area education agencies, school districts, and workforce development organizations;

4.3.2.6.1.4 Civil rights organizations

4.3.2.6.1.5 Organizations that represent:

4.3.2.6.1.5.1 Individuals with disabilities, including children with disabilities;

4.3.2.6.1.5.2 Aging individuals;

4.3.2.6.1.5.3 Individuals with language barriers (e.g. English learners, low English proficiency, immigrant groups);

4.3.2.6.1.5.4 Veterans;

4.3.2.6.1.5.5 Incarcerated individuals in facilities other than Federal correctional facilities;

4.3.2.6.1.5.6 Individuals who are members of a racial or ethnic minority;

4.3.2.6.1.5.7 Individuals who primarily reside in rural areas; and

4.3.2.6.1.5.8 Individuals who live in households earning less than 150% of the federal poverty line.

4.3.2.6.2 Through Office-directed data collection efforts, identify barriers to digital equity for covered populations (as defined by the Digital Equity Act).

4.3.2.7 Develop Broadband Program Asset Inventory

Contractor will develop an asset inventory that catalogs broadband adoption, affordability, equity (including digital skills, device access, cybersecurity/ online privacy, accessibility/inclusivity of public resources and services), access, and deployment activities occurring within Iowa and identify and provide details regarding any relevant partners, such as community-based organizations and community anchor institutions that may inform broadband deployment and adoption planning. *Note: Unlike the provision immediately above, this asset inventory is not specific to a particular covered population of people.*

4.3.2.8 Conduct Surveys and Solicit Feedback from Communities

Contractor will conduct surveys and solicit feedback from all 99 counties, as well as community leaders, organizations, and others as required in the BEAD 5-Year Action Plan to gauge an interest and need for broadband in each area of the State.

4.3.3 Provider Availability Data Collection and Mapping

Contractor will collect broadband availability data from fixed wireline and wireless providers serving residential and business customers within the State of Iowa. Data will be collected at least annually within the length of the awarded Contract. Availability data will be collected with an “as-of” data determined by the Office. This data is anticipated to be June 30 of each year covered by the awarded RFP, but the date may change. Contractor’s efforts will comply with all direction provided by the Office and will include but not necessarily be limited to the following:

4.3.3.1 Conducting a broadband survey and potentially an outside plant audit, as part of community assistance and outreach, to better understand the broadband landscape. This can include performing a physical, on-site inspection of the network (visual inspection of the route/network/plant) utilizing photographs and diagrams of the inspection. Additionally attaching test equipment to hubs, pedestals and end-premise sites to verify performance in both the backbone and last-mile locations (ideally including end user premise tests) and providing an engineering analysis of the network

architecture to help determine future capabilities, expansion opportunities or limitations.

4.3.3.2 Collecting data from all Iowa's internet service providers for the purpose of updating Iowa's broadband availability map. This includes identifying internet service providers not currently represented on the State of Iowa Broadband Availability Map. Contractor will design a model for data collection that can capture availability to the address level, specifically as it relates to broadband service currently facilitated, technology type, and maximum download and upload speeds. Provider availability data will be conflated or merged with the Iowa Address Location data to create the Iowa Broadband Availability Data and "map." The contractor will maintain records of provider contact and response, availability data collection methodology, and date of capture.

4.3.3.3 Working with the Office and/or its other contractors to reconcile any Provider Availability data and map changes that may be identified during a map challenge process. The State of Iowa is required to provide a broadband map challenge process after a new broadband map has been published.

4.3.3.4 Completing an analysis of the final data and map to make determinations of areas of need based on eligibility criteria set forth by the Office, or FCC or NTIA eligibility thresholds.

4.3.3.5 Ensuring that the State of Iowa will have full rights and ownership to all data created in conjunction with this RFP.

4.3.4 Grant Program Compliance and Monitoring

Contractor shall identify applicable federal and state compliance requirements and design mechanisms to aid in compliance and monitoring of such standards in current and future grant programs. Contractor's efforts will comply with all direction provided by the Office and will include but not necessarily be limited to the following:

4.3.4.1 Creating an organizational structure and grant management work plan with roles and responsibilities.

4.3.4.2 Creating a project timeline highlighting key milestones and any desired Key Project Indicators.

4.3.4.3 Communicating regularly with subrecipients to identify their progress and provide technical assistance.

4.3.4.4 Developing test sheets for regulatory requirements. Contractor staff will provide an analysis of regulatory compliance obligations to OCIO.

4.3.4.5 Creating and maintaining a risk assessment framework and monitoring plan to preemptively identify subrecipients at risk of noncompliance or not meeting milestones.

4.3.4.6 Creating grant reimbursement claim and project completion files as subrecipients complete their grant awarded projects or advance payments for

OCIO to review and submit for payment as OCIO sees fit. Respondent will assist grantees with the creation of the claims materials required for payment by identifying areas for improvement or technical assistance in coordination with OCIO staff.

4.3.4.7 Providing technical assistance to grantees, including education on key oversight concerns.

4.3.4.8 Performing the activities outlined below to produce a Quarterly Status Report. For each Quarterly Status Report, Contractor will:

4.3.4.8.1 Review and build from existing OCIO materials.

4.3.4.8.2 Review Grant subrecipient progress reports.

4.3.4.8.3 Perform audits on sample populations of subrecipients .

4.3.4.8.4 Perform technical testing to verify progress of the subrecipient.

4.3.4.8.5 Communicate with subrecipients to clarify any progress-related questions.

4.3.4.8.6 Compile data, summarize status, and deliver the report to OCIO.

4.3.4.9 Performing the activities below to create a periodic report detailing the KPI accomplishments and achievements of the State of Iowa Broadband Connectivity effort for stakeholders (i.e., Federal Government, Governor, General Assembly, etc.):

4.3.4.9.1 Tracking and reporting on milestone progress for last-mile broadband service.

4.3.4.9.2 Tracking and reporting on any additional Key Performance Indicators as agreed upon by Contractor and the Agency.

4.3.4.9.3 Developing and explaining risks and issues faced by grantees throughout the lifecycle of broadband implementation.

4.3.4.10 Providing technical assistance including training to ensure compliance with all federal compliance obligations, including program-specific federal guidance, as well as overarching federal statutory and regulatory obligations.

4.3.5 Grant Administration

4.3.5.1 Policy Proposal Development

Contractor will provide support as directed and guided for needed grant related research, feedback, data organization and concept development for use the by Office in establishing statewide policy. This work is generally performed when the Iowa Legislature is not in session.

4.3.5.2 Legislative Session Assistance

Contractor will provide support as directed and guided by the Office to create data driven responses to stakeholder inquiries. The Office will provide access to baseline data to be used in formulation of responses. Additionally, Contractor will, on request, provide analysis and impact assessment of proposed legislation related to broadband.

4.3.5.3 Program Development

Contractor will provide program development resources to integrate with the Office grant management team in support of future broadband grant opportunities. Contractor's efforts will comply with all direction provided by the Office and will include but not necessarily be limited to the following:

- 4.3.5.3.1** Managing and incorporating Iowa legislative changes and federal guidance into new NOFA guidance documents.
- 4.3.5.3.2** Developing and incorporating new language and definitions in new grant opportunities as driven by requirements of any new federal program.
- 4.3.5.3.3** Preparing streamlined quantitative grant scoring requirement recommendations.
- 4.3.5.3.4** Managing public notifications to all stakeholders.
- 4.3.5.3.5** Coordinating required contract amendments throughout the grant process.
- 4.3.5.3.6** Providing other support to the Office in relation to public-facing broadband content needs.

4.3.5.4 Program Issuance

Contractor will provide support to the Office in administering the Broadband Grant programs. Contractor's efforts will comply with all direction provided by the Office and will include but not necessarily be limited to the following:

- 4.3.5.4.1** Developing and integrating grant core application changes in sync with all NOFA requirements.
- 4.3.5.4.2** Providing support for development and delivery of NOFA and Iowa Grants Management System related documents, amendments, and exhibits.
- 4.3.5.4.3** Providing support to the Office with regard to the map challenge process. Contractor will assist in developing the workflow, process, and forms that facilitate the challenge. Contractor will manage inputs, responses, data gathering, analysis, and adjudication decision recommendations and subsequent documentation of support decisions for Office final approval. This includes direct verification tasks associated with third party providers. Contractor will manage and advise on broadband evidence of existence processes including communication and documentation of appeal decisions.
- 4.3.5.4.4** Providing support for development and coordination of grant launch pre-issuance webinar(s) as required. This includes management of applicant inbound responses including pre-application launch meetings and management of Q&A processes, including developing draft responses, obtaining Office approval of responses, and publication of Q&A responses.

- 4.3.5.4.5** Defining, delivering, and supporting a high-level engineering analysis of project application materials. This may include high level analysis of wireless network design as well as any other areas.
- 4.3.5.4.6** Serving as technical advisor on broadband project engineering as it relates to grant applications.
- 4.3.5.4.7** Developing and integrating grant core application changes in sync with all NOFA requirements.
- 4.3.5.4.8** Providing direct applicant support in the form of a "Help Desk" to ensure adequate access to required information and grant filing logistics prior to, during, and after the NOFA cycle. This includes support to manage business requirements, exhibits, and additional information requests, consistent with direction from the Office grants officer.

4.3.5.5 Evaluation, Award, and Appeal

Respondent will assist with grant analysis, evaluation, and award notification. Contractor's efforts will comply with all direction provided by the Office and will include but not necessarily be limited to the following:

- 4.3.5.5.1** Pursuing and documenting additional information required for clarification of submitted applications.
- 4.3.5.5.2** Staging (organizing) grant documents and core applications consistent with NOFA requirements.
- 4.3.5.5.3** Participating in technical review of grant documents to ensure compliance with program requirements.
- 4.3.5.5.4** Notifying awardees and other Notice of Intent to Award related functions including management of inbound inquiries from awardees and non-awardees.
- 4.3.5.5.5** Supporting the Office post award by calculating partial award determinations including post award application adjustments, documentation, and required notification.
- 4.3.5.5.6** Supporting the Office regarding data management tasks in support of all grant management related tasks outlined above.

4.4 Scored Technical Specifications

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

4.4.1 General Experience

- 4.4.1.1** Contractor will provide letters of reference from three (3) previous customers or clients knowledgeable of the Contractor's performance in providing services similar to the services described in this RFP and a contact person (telephone number and email address) for each reference. References may not be from Iowa agencies or staff. See Section 2.4.

4.4.1.2 Describe the Contractors experience working with the telecommunications industry relevant to the requirements of this RFP, such as:

- Number of years in business,
- Number of years' experience with providing telecommunications infrastructure program services,
- Level of technical experience,
- Strategic technology competencies.

4.4.1.3 Describe the methodology and approach used by Respondent to provide a defined, repeatable process to establish and track performance metrics and create reports.

4.4.1.4 Provide sample performance metrics and reports.

4.4.1.5 Describe your experience with complying with State and Federal requirements for invoice reimbursement.

4.4.2 Community Outreach Services

For bids submitted in response to the Community Outreach Services scope of work:

4.4.2.1 Describe the Respondent's experience working with **Community Outreach Services** as outlined in section **4.3.2.1**.

Your response may include:

- Number of years in business,
- Number of years' experience with providing community outreach services,
- Details pertaining to completed projects of similar size and scope to the project requirements of **Community Outreach Services**.

4.4.2.2 Describe your comprehensive plan to assist the state with **Community Engagement Services** as outlined in section **4.3.2.2**.

4.4.2.3 Describe your comprehensive plan to assist the state with **Education, Research and Consulting** as outlined in section **4.3.2.3**.

4.4.2.4 Describe your comprehensive plan to assist the state with **Planning Services** as outlined in section **4.3.2.4**.

4.4.2.5 Describe your comprehensive plan to assist the state with **Local Coordination** as outlined in section **4.3.2.5**.

4.4.2.6 Describe your comprehensive plan to assist the state with **Provide Consultation to the Office** as outlined in section **4.3.2.6**.

4.4.2.7 Describe your comprehensive plan to assist the state with **Develop Digital Equity Asset Inventory** as outlined in section **4.3.2.7**.

4.4.2.8 Describe your comprehensive plan to assist the state with **Develop Broadband Program Asset Inventory** as outlined in section **4.3.2.8**.

4.4.2.9 Describe your comprehensive plan to assist the state with **Conduct Surveys and Solicit Feedback from Communities** as outlined in section **4.3.2.8**.

4.4.3 Mapping

For bids submitted in response to the Mapping scope of work:

4.4.3.1 Describe the Respondent’s experience working with **Broadband Availability Data Collection and Mapping Services** as outlined in section 4.3.3.

Your response may include:

- Number of years in business,
- Number of years’ experience with providing Broadband Availability Data Collection and Mapping Services,
- Details pertaining to completed projects of similar size and scope to the project requirements of **Broadband Availability Data Collection and Mapping Services**.

4.4.3.2 Describe your comprehensive plan to assist the Office with conducting a broadband survey and potentially an outside plant audit, as part of community assistance and outreach, to better understand the broadband landscape.

4.4.3.3 Describe your comprehensive plan to collect data from all Iowa’s internet service providers for the purpose of updating Iowa’s broadband availability map, and to complete an analysis of the final map to make determinations of broadband availability.

4.4.4 Grant Program Compliance and Monitoring

For bids submitted in response to the Grant Program Compliance and Monitoring scope of work:

4.4.4.1 Describe the Respondent’s experience working with **Grant Program Compliance and Monitoring** as outlined in section 4.3.4

Your response may include:

- Number of years in business,
- Number of years’ experience with providing Grant Program Compliance and Monitoring,
- Details pertaining to completed projects of similar size and scope to the project requirements of **Grant Program Compliance and Monitoring**

4.4.4.2 Describe your comprehensive plan to assist the state with **Grant Program Compliance and Monitoring** as outlined in section 4.3.4

4.4.5 Grant Administration

For bids submitted in response to the Grant Administration scope of work:

4.4.5.1 Describe the Respondent’s experience working with **Grant Administration** as outlined in section 4.3.5.

Your response may include:

- Number of years in business,

- Number of years' experience with providing Grant Program Compliance and Monitoring,
- Details pertaining to completed projects of similar size and scope to the project requirements of **Grant Administration**.

4.4.5.2 Describe your comprehensive plan to assist the state with **Grant Administration** as outlined in section 4.3.5

4.5 Firm Offer. Respondent shall guarantee that the goods or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for the number days indicated on the RFP cover sheet following the deadline for submitting Proposals.

SECTION 5 EVALUATION AND SELECTION
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5.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the State. The Agency will not necessarily award the Contract to the Respondent(s) offering the lowest cost to the Agency. Instead, the Agency will award to the Respondent(s) whose Responsive Proposal the Agency believes will provide the best value to the State in relation to the areas of scope bid on. Proposals will generally be evaluated according to completeness, content, experience, ability and responsibility of the Respondent(s) 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. After combining the technical score with the cost score, the evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity who must approve the recommendation. Recommendations will be made based on the ranking of bidders based on the total score obtained in the evaluation process in each scope of work area.

5.3 Technical Proposal Evaluation and Scoring

5.3.1 All Technical Proposals will first be reviewed to determine if they comply with the requirements set forth in the RFP, and to determine whether Respondent is a Responsible Respondent. The Agency's determinations in this regard will be made in the Agency's sole discretion.

5.3.2 Respondents' technical proposals will then be evaluated and scored by the evaluation committee based on the evaluation categories identified in the Scored Specifications Section (Section 4.4), and in accordance with the relative weights accorded each evaluation category as set forth in an addendum posted prior to the RFP closing.

5.3.3 Demonstrations

Respondents may be required to provide a demonstration to the evaluation committee. The committee's impressions from the demonstration will be incorporated as part of the final technical proposal score assigned. In other words, evaluators are free to update their technical scores following any demonstrations.

5.3.4 Minimum Technical Proposal Score

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

5.4 Cost Proposal Scoring

Respondents' cost proposals will remain sealed during the evaluation of the technical proposals and any demonstrations. If the Agency elects to institute a minimum technical score other than that stated in Section 5.3.4, the minimum technical score will be set forth in an addendum posted prior to the RFP closing. When a technical proposal does not meet the minimum technical score,

the associated cost proposal will remain unopened. After technical proposals are evaluated and scored, cost Proposals will be opened and scored. Within each area of scope of work as outlined in the RFP, the Issuing Officer will award points by giving the proposal with the lowest blended hourly rate in each scope of work area 100% of the cost proposal points. Other cost proposals will receive a percentage reduction of the available points based on the percentage increase in the proposed hourly rates of other bidders. In other words, a proposal that has an hourly rate that is twice that of the cheapest proposal in the scope of work area will receive half of the available cost proposal points.

Example:

Respondent A quotes \$100/hr, Respondent B quotes \$125/hr, and Respondent C quotes \$200/hr.

Respondent A: $\frac{\$100/\text{hr}}{\$100/\text{hr}} =$ receives 100% of available points on cost.

Respondent B: $\frac{\$100/\text{hr}}{\$125/\text{hr}} =$ receives 80% of available points on cost.

Respondent C: $\frac{\$100/\text{hr}}{\$200/\text{hr}} =$ receives 50% of available points on cost.

5.5 Total Score

The compliant Respondent's technical proposal points will be added to its cost proposal points to obtain the total points awarded for the Proposal.

5.6 Tied Score and Preferences

5.6.1 An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Respondents who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

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

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

5.6.4 Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States. Preferences required by applicable statute or rule shall also be applied, where appropriate.

5.7 Recommendation of the Evaluation Committee.

The evaluation committee shall present a final ranking and recommendation(s) to the Chief Information Officer for consideration. In making this recommendation, the committee is bound by the scores or scoring system used to determine the relative merits of each Bid Proposal. The Chief Information Officer shall consider the committee's recommendation and will either award the contract or contracts as recommended or may cancel the RFP or any portion of the RFP scope of and not award a corresponding contract.

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

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

The Contract terms and conditions in this Section 6, the General Terms and Conditions to the extent referenced and linked to on the RFP cover page, and/or any Terms and Conditions attached to and accompanying this RFP as an attachment hereto, will be incorporated into the Contract. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Respondent.

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

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

- 6.1.1** Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal;
- 6.1.2** Issue a Notice of Intent to Award in favor of the successful Respondent, and identify in the Notice proposed modifications to terms and conditions identified by the Respondent in its Proposal with which the agency will or will not agree or further negotiate;
- 6.1.3** Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Respondent in its Proposal;

6.1.4 Change the Agency's recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to the Agency.

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

6.2 Contractual Terms and Conditions – No Material Changes/Non-Negotiable

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

6.2.1 Indemnification

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

6.2.2 Limitation of Liability

Iowa Code Section 8A.311(22) and 11 Iowa Admin. Code Chapter 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 a 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 which may obligate it to pay for claims that might exceed its current funding appropriation. The State may only obligate those funds that have been appropriated to it by the Iowa Legislative Assembly and may only obligate those funds for the purposes for which the funds were appropriated.

6.3 Special Terms and Conditions

6.3.1 Term Length

The Contract shall have an initial term of three (3) years, beginning on the date of contract execution (the “**Effective Date**”). At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of seven (7) additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise each option no later than 60 days before the end of the Contract’s then-current term.

6.3.2 Payment Terms

6.3.2.1 Payment Methods

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

6.3.2.2 Credit card or ePayables

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

6.3.2.3 Terms and Conditions for State of Iowa Purchasing Cards

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

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

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

6.3.2.4 State Warrant

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

6.3.2.5 Payment Terms

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

6.3.2.6 Respondent Discounts

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

6.3.2.7 Prompt Payment Discount

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

6.3.2.8 Invoices

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

6.3.3 Insurance

The Contract will require the successful Respondent(s) 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 a per occurrence basis	General Aggregate	\$2 million
	Products – Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
	Each Occurrence	\$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 Office 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 Office 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.

6.4 Order of Precedence

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

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

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

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

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

II. Payment Methods

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

- o P-card/EAP,
- o EFT/ACH, or
- o State Warrant.

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

As it pertains to EFT/ACH specifically, provide a statement regarding your ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

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

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

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

III. Cost Proposal Contents

Hourly Rate

For the purposes of awarding this RFP, Contractors are requested to provide a blended hourly rate for providing the following services to the extent the Respondent’s proposal covers the areas listed:

Area	Blended Hourly Rate
Community Outreach	
Mapping	
Grant Program Compliance and Monitoring	
Grant Administration	

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

[Date]

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

Re: RFP #0223-185-01 - PROPOSAL CERTIFICATIONS

To Whom It May Concern:

I certify that the contents of the Proposal submitted on behalf of **[Name of Respondent]** _____ (Respondent) in response to **the Iowa Office of the Chief Information Officer** for RFP #0223-185-01 for Broadband Support 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 in behalf of the Respondent the following:

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

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

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

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

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

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

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

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

- are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal agency or state agency;
- have within a three (3) year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for:
 - commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes;
 - commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification;
- have within a three (3) year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause;
- have had any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services similar to those sought pursuant to the RFP.
- are presently involved in any litigation or threatened litigation, administrative or regulatory proceedings, or similar matters.
- are the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements sought pursuant to the RFP.

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

Part IV—Certification/Disclosure of Financial Condition

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

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

Date of latest audit: _____

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

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

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

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

The Agency reserves to right to perform a criminal history check and background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract in verifying the accuracy of the contents of this certification/disclosure and in determining whether Respondent is a Responsible Respondent. Failure to provide full or accurate information may result in disqualification.



Signature

Date

Printed Name

Title

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

Attachment #3: Authorization to Release Information Letter

Alterations to this document are prohibited.

[Date]

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

Re: RFP #0223-185-01 - AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

[Name of Respondent]_____ **(Respondent)** hereby authorizes Iowa Office of the Chief Information Officer ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to RFP #0223-185-01.

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

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

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

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

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

Sincerely,

Signature

Name and Title of Authorized Representative Date

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

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

1. Confidential Treatment Is Not Requested

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

2. Confidential Treatment of Information is Requested

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

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

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

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

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

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

Respondent acknowledges that 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 you have provided no confidential information. If signing this Part 1, do not complete Part 2.**

_____	_____	_____
Company	RFP Number	RFP Title
_____	_____	_____
Signature (required)	Title	Date

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

Part 2 - Confidential Treatment is Requested

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

NOTE:

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

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

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

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

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

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

Company

RFP Number

RFP Title

Signature (required)

Title

Date

Attachment #5: Response Checklist

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
Digital Copy of the Proposal			
If confidential treatment requested, one (1) Public Copy with Confidential Information Excised			
Transmittal Letter			
Title Page			
Table of Contents			
Technical Proposal:			
Executive Summary, including statement that Respondent agrees to and understands services/goods being solicited			
Respondent Background Information			
Mandatory Specifications, including firm proposal guarantee per RFP cover sheet			
Scored Technical Specifications			
Cost Proposal (Attachment #1):			
Payment Terms			
<reserved>			
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)			