



**STATE OF IOWA – JUDICIAL BRANCH**

1111 East Court Avenue  
 Des Moines, IA 50319  
 (515) 725-8088  
 Fax: (515) 281-9764

**REQUEST FOR PROPOSAL**

**RFP COVER SHEET**

**Administrative Information:**

|  |   |  |  |
|--|---|--|--|
| <b>TITLE OF RFP:</b>   | Judicial Branch Phone System  | <b>RFP Number:</b>                           | JB060517                                       |
| <b>Agency:</b>   | Judicial Branch   |  |  |
| <b>State seeks to purchase:</b>  | Phone system for Judicial Branch building   | <b>Available to Political Subdivisions?</b>  | Y  |
| <b>Number of mos. or yrs. of the initial term of the contract:</b>   | 3 years   | <b>Number of possible annual extensions:</b> | To be reviewed annually for possible extension |
| <b>Initial Contract term beginning:</b>  | On or about August 14, 2017   | <b>Ending:</b>                               | On or about August 14, 2020                    |
| <b>State Issuing Officer:</b><br>Linda DeFrancisco<br>(515) 725-8088<br><a href="mailto:linda.defrancisco@iowacourts.gov">linda.defrancisco@iowacourts.gov</a><br>1111 East Court Avenue<br>Des Moines, IA 50319 |   |  |  |
| <b>PROCUREMENT TIMETABLE—Event or Action:</b>  |   | <b>Date/Time (Central Time):</b>             |  |
| Agency Posts Notice of RFP on TSB website  |   | <b>June 1, 2017/12:00 p.m.</b>               |  |
| Agency Issues RFP  |   | <b>June 5, 2017/12:00 p.m.</b>               |  |
| RFP written questions, requests for clarification, and suggested changes from Contractors due:   |   | <b>June 14, 2017/12:00 p.m.</b>              |  |
| Agency’s written response to RFP questions, requests for clarifications and suggested changes due:   |   | <b>June 19, 2017/4:00 p.m.</b>               |  |
| Proposals Due Date:  |   | <b>June 23, 2017</b>                         |  |
| Proposals Due Time:  |   | <b>3:30 p.m.</b>                             |  |
| Anticipated Date to issue Notice of Intent to Award:   |   | <b>No later than August 1, 2017</b>          |  |
| Anticipated Date to execute contract:  |   | <b>No later than August 14, 2017</b>         |  |
| <b>Relevant Websites:</b>  | <b>Web-address:</b>   |  |  |
| Internet website where Addenda to  | <a href="http://www.iowacourts.gov/Administration/RFPs/">http://www.iowacourts.gov/Administration/RFPs/</a> |  |  |

|  |   |
|--|---|
| this RFP will be posted:   | <a href="https://bidopportunities.iowa.gov/">https://bidopportunities.iowa.gov/</a> |
| Number of Copies of Proposals Required to be Submitted:  | <b>6 paper copies; 1 digital copy</b>   |
| <b>Firm Proposal Terms</b><br>Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm: | <b>90 days</b>  |

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## SECTION 1 INTRODUCTION

### 1.1 Purpose

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

### 1.2 Definitions

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

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

**“Contract”** means the contract(s) entered into with the successful Contractor(s) as described in Section 6.1.

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

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

**“General Terms and Conditions”** shall mean the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

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

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

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

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

### 1.3 Overview of the RFP Process

Contractors will be required to submit their Proposals in hardcopy and a digital copy. It is the Agency’s intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

## 1.4 Background Information

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

This Request for Proposal (RFP) is intended to solicit proposals from Contractors capable of satisfying the Agency's needs for an enterprise telephone system. Contractors shall provide a response outlining the purchase and roll-out of a Hosted Voice over IP (VoIP) telephone system for the Judicial Branch Building located at 1111 East Court Avenue, Des Moines, Iowa 50319, with possibility of expansion to remote and/or additional sites throughout the state.

The Agency is seeking proposals for a purchased, hosted VoIP telephone system. The scope of this Request for Proposal (RFP) is for IP Phones, network equipment (if specifically required by vendor), IP Phone services, software (if any), and training. **The system will be implemented in a scheduled rollout not to exceed two (2) months from the signing of a contract.**

### Project Overview

#### Agency and Project Staffing

The Agency intends to have a Project Manager through the roll-out of the proposed system. Additional Agency resource planning has not been completed and will be based on the resource estimates and/or any staffing plan provided by the Contractor.

#### Current Environment - Network Infrastructure

Wiring closets in the Judicial Branch Building are connected by Gigabit fiber to the computer/phone room. Category 6 copper connections run to each endpoint, and is currently serviced by a 100 or 1000Mbps switch port.

We do not currently have Power Over Ethernet capable switches installed. A recommendation or proposal for required PoE switches is listed as an optional specification in section 4.3.

**Existing System** - The Agency currently utilizes a Siemens phone system in the Judicial Branch Building, which is leased from and service provided by the Iowa Communications Network (ICN).

Following is an approximate listing of phones, lines and structure of the existing phone system:

Siemens system - 170 phones

- 66 entry level
- 75 Optipoint Standard
- 25 Optipoint 500
- 4 Polycom ( Bat phones )

144 voice mailboxes

9 fax lines

#### ACD Help Desk

- 5 agents
- 2 agents in Story County w/ VoIP Polycom 410 phones
- 3 agents in Des Moines
- 1 supervisor
- 3 lines
- Internal ( Clerk )
- Internal ( Judges )
- External efile - 1 800
- Current ACD is by Century Link Genesys Interactive Routing w/ Intelligent Desktop

Contractors' responses will be evaluated and ranked based on the criteria described in this RFP. In addition to soliciting written responses, this document provides information to assist Contractors in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the Contractors;
- Specifies the desired format and content of proposals in response to this RFP;
- Outlines the Agency's evaluation and selection procedures;
- Establishes a schedule for the preparation and submission of proposals in response to this RFP; and,
- Establishes a performance standard for the selected Contractor.

This RFP, and the selected proposal in response to this RFP, will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFP and the successful proposal.

## SECTION 2 ADMINISTRATIVE INFORMATION

### 2.1 Issuing Officer

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

### 2.2 Restriction on Communication

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

### 2.3 Downloading the RFP from the Internet

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

<http://www.iowacourts.gov/Administration/RFPs/> and <https://bidopportunities.iowa.gov/>.

The Contractor is advised to check the website periodically for Addenda to this RFP, particularly if the Contractor downloaded the RFP from the Internet as the Contractor may not automatically receive addenda. It is the Contractor's sole responsibility to check daily for addenda to posted documents.

### 2.4 Procurement Timetable

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

### 2.5 Questions, Requests for Clarification, and Suggested Changes

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

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.

### 2.6 Amendment to the RFP

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

## **2.7 Amendment and Withdrawal of Proposal**

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

## **2.8 Submission of Proposals**

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

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

## **2.9 Proposal Opening**

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

## **2.10 Costs of Preparing the Proposal**

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

## **2.11 No commitment to Contract**

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

## **2.12 Rejection of Proposals**

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

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

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

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

**2.12.4** The Contractor's Proposal limits the rights of the Agency.

- 2.12.5** The Contractor fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.
- 2.12.6** The Contractor fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Contractor fails to include Proposal Security, if required.
- 2.12.8** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9** The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.12.10** The Contractor initiates unauthorized contact regarding the RFP with state employees.
- 2.12.11** The Contractor provides misleading or inaccurate responses.
- 2.12.12** The Contractor's Proposal is materially unbalanced.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsive Contractor.
- 2.12.14** The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

**2.13 Nonmaterial Variances**

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

**2.14 Reference Checks**

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

**2.15 Information from Other Sources**

The Agency reserves the right to obtain and consider information from other sources concerning a Contractor, such as the Contractor's capability and performance under other contracts, the qualifications of any

subcontractor identified in the Proposal, the Contractor's financial stability, past or pending litigation, and other publicly available information.

**2.16 Verification of Proposal Contents**

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

**2.17 Proposal Clarification Process**

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

**2.18 Disposition of Proposals**

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

**2.19 Public Records and Requests for Confidential Treatment**

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

**2.21.1 Form 22 Request for Confidentiality**

***FORM 22 MUST BE COMPLETED AND INCLUDED WITH CONTRACTOR'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 CONSIDERED NON-RESPONSIVE AND NOT EVALUATED.***

**2.21.2 Confidential Treatment Is Not Requested**

A Contractor not requesting confidential treatment of information contained in its Proposal shall complete Section I of Form 22 and submit Form 22 with the Proposal.

**2.21.3 Confidential Treatment of Information is Requested**

A Contractor requesting confidential treatment of specific information shall: (1) fully complete Section II of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Contractor 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 Contractor: (1) enumerates the specific grounds in Iowa Code chapter 22 or other applicable law that supports treatment of the material as confidential, (2) justifies why the material should be maintained in confidence, (3) explains why disclosure of the material would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Contractor to respond to inquiries by the Agency concerning the confidential status of such material.

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

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

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

## **2.20 Copyright Permission**

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

## **2.21 Release of Claims**

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

**2.22 Contractor Presentations**

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

**2.23 Evaluation of Proposals Submitted**

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

**2.24 Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Contractors submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the 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 Agency. If the successful Contractor fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Contractor the Agency believes will provide the best value to the State.

**2.25 No Contract Rights until Execution**

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

**2.26 Choice of Law and Forum**

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

**2.27 Restrictions on Gifts and Activities**

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

**2.28 No Minimum Guaranteed**

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

**2.29 Appeals**

Appeals of the Notice of Intent to Award are governed by the Agency's vendor appeal process. Contractors may obtain information about the appeal process from the Issuing Officer and at Iowa Administrative Code chapters 11-7 and 11-105..

**SECTION 3      FORM AND CONTENT OF PROPOSALS**

**3.1 Instructions**

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

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

**RFP Number:** JB060517  
**RFP Title:** Judicial Branch Phone System  
**Issuing Officer:** Linda DeFrancisco  
State of Iowa Judicial Branch  
1111 East Court Avenue  
Des Moines, IA 50319

***[Contractor's Name and Address]***

Six (6) paper copies and one (1) digital copy of the Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.

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

**3.1.2** If the Contractor designates any information in its Proposal as confidential pursuant to Section 2, the Contractor must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".

**3.1.3** Proposals shall not contain promotional or display materials.

**3.1.4** Attachments shall be referenced in the Proposal.

**3.1.5** If a Contractor proposes more than one solution to the RFP specifications, each shall be labeled and submitted separately and each will be evaluated separately.

**3.2 Technical Proposal**

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

**3.2.1 Transmittal Letter (Required)**

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

### **3.2.2 Table of Contents**

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

### **3.2.3 Executive Summary**

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

- 3.2.3.1** Statements that demonstrate that the Contractor has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6.
- 3.2.3.2** An overview of the Contractor's plans for complying with the specifications of this RFP.
- 3.2.3.3** Any other summary information the Contractor deems to be pertinent.

### **3.2.4 Mandatory Specifications and Scored Technical Specifications**

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

### **3.2.5 Vendor Background Information**

The Contractor shall provide the following general background information:

- 3.2.5.1** Does your state have a preference for instate vendors? Yes or No. If yes, please include the details of the preference.
- 3.2.5.2** Name, address, telephone number, fax number and e-mail address of the Contractor including all d/b/a's or assumed names or other operating names of the Contractor and any local addresses and phone numbers
- 3.2.5.3** Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company
- 3.2.5.4** State of incorporation, state of formation, or state of organization.
- 3.2.5.5** The location(s) including address and telephone numbers of the offices and other facilities that relate to the Contractor's performance under the terms of this RFP
- 3.2.5.6** Number of employees

- 3.2.5.7** Type of business
- 3.2.5.8** Name, address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning the Proposal
- 3.2.5.9** Name, address and telephone number of the Contractor's representative to contact regarding scheduling and other arrangements
- 3.2.5.10** Name, contact information and qualifications of any subcontractors who will be involved with this project the Contractor proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 3.2.5.11** Contractor's accounting firm
- 3.2.5.12** The successful Contractor will be required to register to do business in Iowa before payments can be made. For vendor registration documents, go to:  
<https://das.iowa.gov/procurement/vendors/how-do-business>

### **3.2.6 Experience**

The Contractor must provide the following information regarding its experience:

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

### **3.2.7 Termination, Litigation, Debarment**

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

- 3.2.7.1** Has the Contractor had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- 3.2.7.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Contractor under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.

- 3.2.7.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity.
- 3.2.7.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party.
- 3.2.7.5** Any irregularities discovered in any of the accounts maintained by the Contractor on behalf of others. Describe the circumstances and disposition of the irregularities.

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

### **3.2.8 Criminal History and Background Investigation**

The Contractor hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Contractor, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract.

### **3.2.9 Acceptance of Terms and Conditions**

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

### **3.2.10 Certification Letter**

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

### **3.2.11 Authorization to Release Information**

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

### **3.2.12 Firm Proposal Terms**

The Contractor shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for 90 days following the deadline for submitting Proposals.

### **3.2.13 Warranty**

Provide warranty documentation for your proposed solution. Describe your replacement parts program, costs and turn-around time.

### **3.3 Cost Proposal**

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

#### **3.3.1 Payment Methods**

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

##### **3.3.1.1 Credit card or ePayables**

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Contractor uses the Pcard or EAP payment methods. Pcard-accepting Contractors must abide by the State of Iowa's Terms of Pcard Acceptance.

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

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

[https://das.iowa.gov/sites/default/files/acct\\_sae/man\\_for\\_ref/forms/eft\\_authorization\\_for\\_m.pdf](https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_for_m.pdf)

##### **3.3.1.3 State Warrant**

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

#### **3.3.2 Payment Terms**

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

#### **3.3.3 Contractor Discounts**

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

##### **3.3.3.1 Prompt Payment Discount**

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

##### **3.3.3.2 Cash Discount**

The State may consider cash discounts when scoring Cost Proposals.

**SECTION 4      SPECIFICATIONS**

**Overview**

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

**Definitions**

| Term                                  | Definition  |
|---------------------------------------|---|
| <b>9-1-1 Notification</b>             | A process where, whenever an extension dials 911, an administrator is notified by either automated voice or text message containing the extension that dialed.                      |
| <b>Announcement Line</b>              | A phone number that is not tied to a physical extension, and simply plays a recorded message (e.g. job line).   |
| <b>Auto-Attendant</b>                 | A process that answers calls to a Hunt Group, DID, or extension and provides an interactive menu of options for the caller.   |
| <b>Auto-Dial</b>                      | A process where an extension automatically calls another extension or phone number when the handset is picked up.   |
| <b>Busy Redial</b>                    | A process that allows an extension to repeatedly call another extension or phone number at regular intervals until it does not receive a busy signal.                               |
| <b>Call Flow</b>                      | A process that controls what happens with an incoming call. (e.g. Calls that ring an extension or Hunt Group that do not get answered after 4 rings go to voicemail/auto-attendant) |
| <b>Call Forwarding</b>                | The ability to present forward a call to another extension or phone number.   |
| <b>Call Queue</b>                     | A process by which, when all extensions in a hunt group or DID are busy, the system will place the caller in a queue to wait for the next available extension.                      |
| <b>Call Waiting</b>                   | The ability to place a call on hold and take an incoming call.  |
| <b>Digital to Analog (D2A) device</b> | A device that allows an analog device to use a digital phone line.  |
| <b>Day/Night Mode</b>                 | A feature that turns off the Hunt Groups at a certain time and presents a separate call flow.   |
| <b>Dial in Direct (DID)</b>           | A single phone number that rings on a single extension.   |
| <b>Do Not Disturb(DND)</b>            | A feature that prevents an extension from ringing. The call will follow the call flow designed for the extension.   |
| <b>Extension monitoring</b>           | The ability for one extension to see whether another extension is currently on the line.  |
| <b>Failover</b>                       | A process which calls a backup number when an extension is not available, either through phone or network failure.  |

|  |  |
|--|--|
| <b>Follow me</b>                       | A process by which an incoming call is rolled to another extension or phone number after a certain number of rings or time segment. (e.g. An incoming call to the director's extension will call the director's cell phone after the main extension does not answer for 20 seconds). Failed calls should go to the original extension's voicemail. |
| <b>Hunt Group/ACD</b>                  | A single phone number that has the ability to ring multiple extensions. Each department may have multiple Hunt Groups depending on their configuration.  |
| <b>Integrated Voice Response (IVR)</b> | A process where a caller can use the phone keypad or verbal inputs to respond to or make selections in the phone system.   |
| <b>On demand Call recording</b>        | The ability to press a button or sequence of buttons to allow the recording of certain phone calls.  |
| <b>Lotus Notes integration</b>         | The ability to start a call from a phone number in an e-mail or address book in Lotus Notes.   |
| <b>Soft phone</b>                      | A program that runs on a computer or mobile device that simulates a phone extension.   |
| <b>Speed Dial</b>                      | A process that allows a sequence of buttons to call another phone number.  |

**4.1 Mandatory Specifications**

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

**4.1.1 Functional and Technical Requirements**

Proposals shall address the following functional and technical requirements in all three categories-General, Voicemail and Per Extension. The proposed system must meet or exceed each criteria. It should be stated in the proposal submission how the Contractor will address each criteria, including specific descriptions or explanations of the process where noted below.

**General**

The Agency is requesting that the overall phone system have the following features.

| <b>ID#</b> | <b>Feature</b>  |
|------------|---|
| G1         | Integrated Corporate Directory (describe)                       |
| G2         | End-user interface for configuring devices                      |
| G3         | Programmable auto-attendants                                    |
| G4         | Programmable Call Queue   |
| G5         | Conforms to FCC requirements for Enhanced 911 (Explain process) |
| G6         | Five digit extension dialing                                    |
| G7         | Hunt Groups/ACD – Main #s                                       |

|     |   |
|-----|---|
| G8  | Ability to tag an extension for reporting/billing purposes  |
| G9  | Failover for extensions   |
| G10 | 9-1-1 notification  |
| G11 | Reporting by tag, extension, hunt group including:  |
| G12 | Reporting for call queues including: <ul style="list-style-type: none"> <li>• number of calls incoming/outgoing</li> <li>• time to answer</li> <li>• time on hold</li> <li>• disposition of call (answered or forwarded)</li> <li>• extension handling call</li> <li>• lost/abandoned calls</li> </ul>    |
| G13 | Programmable call flow  |
| G14 | Always on and On-demand call recording  |
| G15 | Ability to have electronic bill presentment broken down by department and/or extension,   |
| G16 | Redundant phone servers in separate geographic areas (more than 50 miles apart)   |
| G17 | Provide a wide range of phone types including: <ul style="list-style-type: none"> <li>• Basic phone</li> <li>• Soft phones</li> <li>• Multiline phones</li> <li>• Expansion ports for secretaries</li> <li>• Wireless phones</li> <li>• Blue-tooth capable phones</li> <li>• Conference phones</li> </ul> |
| G18 | Programmable hold music/message by department, Hunt Group, or extension   |
| G19 | Ability to block certain toll calls   |
| G20 | Ability to block nuisance callers   |
| G21 | Ability to route specific incoming calls to an extension  |
| G22 | D2A device for modems and/or faxes  |

### **Voicemail**

The Agency is requesting that the voicemail system have the following features.

| <b>ID#</b> | <b>Feature</b>                                    |
|------------|---|
| V1         | Time and Date of call                             |
| V2         | Extension or number of caller                     |
| V3         | Message   |
| V4         | Save message                                      |
| V5         | Delete message                                    |
| V6         | Forward/copy message to extension                 |
| V7         | Forward/copy message with annotation to extension |
| V8         | Forward/copy message to multiple extensions       |
| V9         | Text notification to recipient                    |
| V10        | Voicemail forward/copy to e-mail                  |
| V11        | Remote voicemail retrieval (explain process)      |

## Per Extension

The Agency is requesting that every extension have the following features.

| ID# | Feature  |
|-----|--|
| E1  | Call Hold  |
| E2  | Do not Disturb   |
| E3  | Call Pickup from extension                                     |
| E4  | Call Pickup from Hunt Group                                    |
| E5  | Call Waiting   |
| E6  | Call transfer  |
| E7  | Call Forward All   |
| E8  | Call Forward Busy  |
| E9  | Call Forward No answer   |
| E10 | Voicemail  |
| E11 | Distinctive Ring   |
| E12 | Unique four digit extension                                    |
| E13 | Enhanced 911 address   |
| E14 | DID number and/or Hunt Group number                            |
| E15 | Extension monitoring by light/display                          |
| E16 | Incoming message/voicemail light/display                       |
| E17 | AutoDial   |
| E18 | Caller ID  |
| E19 | Three way calling  |
| E20 | Follow me  |
| E21 | Speed Dial   |
| E22 | Memory Buttons   |
| E23 | Redial   |
| E24 | Busy Redial  |
| E25 | Password or other restriction for billable long distance       |
| E26 | Ability to reassign E911 address for mobile/travelling workers |
| E27 | Conference Calling (include maximum number of participants)    |
| E28 | Forward call to extension voicemail                            |
| E29 | Different messages for no answer or busy/DND                   |

### 4.1.2 System Overview

Submitted proposals must also include a textual description of the proposed system for providing the services described under Functional and Technical Requirements above and must also include a summary description of the system's capabilities to meet the requirements set forth. The purpose of this summary is to ensure the Agency has a high-level understanding of the proposed system. The narrative should be written for an audience of the end-user community.

Additionally, this section must also more specifically address the following:

- What is the product name and version/level being supplied?
- Are phones provided through the Contractor? If so, please list available phones and include price list. Include any warranty information for phones. If no, give a list of supported phone vendors and models, and briefly explain the commissioning process for phones.
- Must phones be provided through the Contractor and only through the Contractor?
- How often is the software for the phone system upgraded? What is the cost of the upgrade(s)?

- Does the product require specialized switching equipment? If so, please include specifications and procurement options and pricing.
- How and where is voicemail stored? How is it secured? What is the maximum storage capacity per user/system?
- How and where are recorded calls stored? How are the calls retrieved? How are they secured? What is the maximum storage capacity per user?
- Provide screen shots of administrative interface.
- Provide screen shots of end-user interface.
- Provide sample reports for departmental usage, billing invoices, and call queue reports.
- Ability to customize billing. Options to receive invoices by location or department. Would we have online billing options?
- Would we have a billing team assigned specifically to the Agency? What would our level of billing support look like?
- Does your solution provide for monitoring an extension (no parties can hear), coaching an extension (only the extension can hear you), or “barging in” on a call (all parties can hear)?
- Are phones metered by minutes per month? If so, provide a price schedule. If so, are minutes pooled?
- Provide a schedule of costs for long distance, including what areas, if any, are free.
- What is the maximum number of incoming calls supported?

Marketing materials should not be submitted on the proposed functionality.

Contractors shall describe any assumptions made in proposals in detail. These should include any assumptions related to the current Agency’s technical environment, staffing, project management approach, and Agency resources available during roll-out and support phases.

#### **4.1.3 Support**

Proposals must also include a textual description of the support available for the proposed system. This section must include a summary description of the support system’s operations and capabilities and any potential limitations. The purpose of this summary is to ensure the Agency has a high-level understanding of the support process. The narrative should be written for an audience of the end-user community.

This section must also more specifically address the following:

- What is your total downtime for the past 1 year? 2 Years?
- What are your technical support hours?
- Do you provide a Service Level Agreement? Please summarize and include.
- What is your average resolution time for incidents, events, and problems?

Marketing materials should not be submitted on the system support.

Contractors shall describe any assumptions made in proposals in detail. These should include any assumptions related to the current Agency’s technical environment, staffing, project management approach, and Agency resources available during roll-out and support phases.

#### **4.1.4 Training Plan**

As part of the Mandatory Specifications, the selected Contractor will develop, provide, and manage a detailed plan for training. This Training Plan must include the information described below.

1. The role and responsibility of the system and/or roll-out Contractor in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to Agency end-users).
2. The role and responsibility of the Agency staff in the design and implementation of the training plan.
3. Overview of proposed training plan/strategy, including options for on-site and/or electronic (remote) training services, such as GoToMeeting sessions, for the core project team, end-users, and technology personnel.
4. Proposed training schedule for Agency personnel of various user and interaction levels.
5. Descriptions of classes/courses proposed in the training plan. (The Contractor should specify the unit of measure for its training, e.g., units, classes, days, etc., and define the hours associated with these units of measure.) The Contractor must be very clear about exactly what training courses are included in the cost of the proposal.
6. The knowledge transfer strategy proposed by the software and/or roll-out vendor to prepare Agency staff to maintain the system after it is placed into production.
7. Detailed description of system documentation and resources that will be included as part of the roll-out by the Contractor including, but not limited to, detailed system user manuals, "Quick Reference" guides, online support, help desk support, user group community resources, and others as available.

It is the Agency's intention that the selected Contractor will coordinate the training of Agency personnel in the use of its system/s and that satisfactory implementation of an approved training plan will be a key component of this project's deliverables.

Documentation, including training manuals and agendas, will be provided by the Contractor before each training session with Agency staff.

#### **4.1.5 System Documentation**

As part of the Mandatory Specifications, the selected Contractor will develop and provide documentation that describes the features and functions of the proposed application software. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. The selected Contractor shall provide documentation in web-based and PDF forms for each application module.

## **4.2 Scored Technical Specifications**

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

**Table 1: Scoring/Evaluation Criteria**

| Criteria               | Description   | Maximum Score |
|------------------------|---|---------------|
| Functional & Technical | A clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the proposing Contractor’s plan for accomplishing the requested services. Criteria under Mandatory Specifications; scoring of Optional Specifications | 30 points     |
| Experience             | This criterion considers (1) the Contractor’s past performance on any State contracts, (2) the results of reference checks, and (3) the Contractor’s experience in providing the services solicited by this RFP as set forth in the Contractor’s response     | 20 points     |
| Initial Cost           | Phone types presented as well as the reasonableness of initial equipment pricing  | 25 points     |
| Ongoing Costs          | The cost of on-going maintenance and service  | 25 points     |
|                        | TOTAL POSSIBLE POINTS   | 100 POINTS    |

### 4.3 Optional Specifications

All items listed below are optional, non-mandatory specifications. These specifications will be evaluated and scored in the technical proposal. Cost for optional specifications shall be identified in the cost proposal; however, costs for optional specifications will not be considered in the determination of the cost score.

| ID | Feature  |
|----|--|
| O1 | Scalability of phone system to extend to remote site locations around          |
| O2 | Cost/plan for necessary PoE switches – <i>see additional information below</i> |
| O3 | IVR capabilities with auto-attendant   |
| O4 | Announcement line  |
| O5 | Configurable day/night mode for Hunt Groups                                    |
| O6 | Capability to replace an extension with a spare phone (explain process)        |
| O7 | Ability to page a hunt group or all extensions                                 |
| O8 | Incoming Fax to e-mail   |
| O9 | Lotus Notes integration  |

PoE switches: For respondents wishing to include PoE switches in their proposal, the required number of switches is Quantity 14 (fourteen) switches, each having Quantity 48 (forty-eight) ports available for endpoint connections, as well as fiber uplink ports supporting 10Gb Ethernet.

Cost proposal should include the price for Quantity 1 (one) additional switch, if additional switch ports are required.

This minimum quantity assumes that a single Category 6 copper connection will carry both the Voice over IP telephone connection, as well as a separate VLAN to carry internal computer network activity for a PC plugged in to the phone, if present.

For possible future expansion, additional sites are connected back to the Judicial Branch building via MPLS links ranging from 10 to 100Mbps, depending on the site. Bandwidth requirements of an individual call should be provided to help the Agency determine if bandwidth upgrades would be required before adding future sites.

## SECTION 5      EVALUATION AND SELECTION

### **5.1 Introduction**

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the State. Agency will not necessarily award the Contract to the Contractor offering the lowest cost to the Agency. Instead, the Agency will award to the Contractor whose Responsive Proposal the Agency believes will provide the best value to the State.

### **5.2 Evaluation Committee**

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

The Agency's Evaluation Committee will initially review and evaluate each proposal received to determine the Contractor's ability to meet the RFP requirements.

The Evaluation Committee will select no more than five (5) Contractors best suited to meet the needs of the Agency based on the scoring of the evaluation criteria. These Contractors will form the Contractor Short List. As part of the evaluation process, the Agency may ask questions of a clarifying nature from Contractors as required.

The Agency, at its sole discretion, reserves the right to have system demonstrations with those Contractors on the Contractor Short List. Demonstrations will be conducted at the Agency offices at 1111 East Court Avenue, Des Moines, IA. Time limitations and demonstration requirements will be provided with the notification. Each Evaluation Committee member will score the demonstration. Demonstrations may involve a scripted demonstration as well as a demonstration "lab."

The Agency may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth below.

The Agency reserves the right cancel this RFP at any time or reject any or all proposals received as a result of this RFP if it is in the best interest of the Agency.

### **5.3 Tied Bid and Preferences**

**5.3.1** 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 contractors who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

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

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

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

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

#### **5.4 Technical Proposal Evaluation and Scoring**

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

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

#### **5.5 Cost Proposal Scoring**

After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

To assist the agency in evaluating, Cost Proposals may be evaluated and points awarded as follows. The Cost Proposals will remain sealed during the evaluation of the Technical Proposal and any Bidder Demonstration. Only prospective contractors that meet all of the required features will be considered during the cost evaluation phase of the review process. The compliant prospective contractor’s technical points will be added to the cost points, to obtain the total points awarded for the proposal. The Cost Proposals will be ranked from cheapest to the most expensive. The cheapest shall receive the maximum number of points available in this section. To determine the number of points to be awarded all other Cost Proposals, the cheapest bid will be used in all cases as the numerator. Each of the other bids will be used as the denominator. The percentage will then be multiplied by the maximum number of points and the resulting number will be the cost points awarded to other compliant contractors. Percentages and points will be rounded to the nearest whole value.

Example:

Contractor A quotes \$35,000; Contractor B quotes \$45,000 and Contractor C quotes \$65,000.

Contractor A:  $\frac{\$35,000}{\$35,000}$  = receives 100% of available points on cost.

Contractor B:  $\frac{\$35,000}{\$45,000}$  = receives 78% of available points on cost.

Contractor C:  $\frac{\$35,000}{\$65,000}$  = receives 54% of available points on cost.

## SECTION 6 CONTRACTUAL TERMS AND CONDITIONS

### 6.1 Contract Terms and Conditions

The contract that the Agency expects to award as a result of this RFP will be based upon the proposal submitted by the successful Contractor and this solicitation. The contract between the Agency and any Contractor selected by the Agency shall be a combination of the specifications, terms and conditions of the RFP, the General Terms and Conditions located at [General Terms and Conditions for Service Contracts/Solicitations](#), the offer of the Contractor contained in the Contractor's proposal (excluding any exceptions taken by Contractor in accordance with this Section 6.1 that are not acceptable to the Agency), written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by or acceptable to the Agency. The General Terms and Conditions will be incorporated into the Contract. The General Terms and Conditions may be supplemented at the time of any resulting contract. The Agency reserves the right to either award a contract without further negotiation with the successful Contractor or to negotiate contract terms with the selected Contractor if the best interest of the State would be served.

The contract terms and conditions described above are not intended to be a complete listing of all contract terms and conditions but are provided only to enable Contractors to better evaluate the costs associative with the RFP and the potential resulting contract. All costs associated with complying with these requirements should be included in any pricing quoted by the Contractor.

**By submitting a proposal, each Contractor acknowledges its acceptance of the terms, conditions, and requirements contained in this RFP, including the General Terms and Conditions, without change except as otherwise expressly stated in its proposal. If a Contractor takes exception to any terms, conditions, requirements or other provisions of this RFP (including those set forth in the General Terms and Conditions), it must state the reason for the exception and set forth in its proposal the specific contract language (using a redlined draft as provided below) it proposes to substitute in place of the excepted provision(s). If a Contractor takes exception to any term, condition or provisions contained in the General Terms or Condition or this RFP, the Contractor must produce a redlined draft of such terms, conditions or provisions, and such redlined draft must clearly reflect all of Contractor's exceptions thereto and all alternative language or other changes that Contractor specifically proposes to make. Exceptions and/or proposed changes that materially change the terms, conditions, specifications, or requirements of the RFP (including those in the General Terms and Conditions) may be deemed non-responsive by the Agency, as determined in its sole discretion, resulting in possible disqualification of the Contractor's proposal. A Contractor's failure to state an exception to any term, condition, requirement or other provision of this RFP (including those contained in the General Terms and Conditions) and propose alternative language in accordance with this Section 6.1 may be conclusively deemed by the Agency to constitute Contractor's acceptance thereof. Any term, condition, provision, or requirement to which a Contractor fails to take exception and propose changes and/or alternative language in accordance with this Section 6.1 will not be subject to negotiation. A Contractor may not take exception to all of the provisions or terms contained in this RFP or the General Terms and Conditions. A Contractor may not state that it takes exception to any or all terms, conditions, requirements, or other provisions of the RFP (including those contained in the General Terms**

and Conditions) to the extent any of the foregoing conflict with any terms or conditions contained in the Contractor’s standard form contracts. A Contractor **may not** submit its standard form contract(s) for consideration in lieu of the General Terms and Conditions.

By submitting proposals in response to this RFP, Contractors acknowledge and agree that the Agency will not be required to negotiate from the Contractor’s standard form contracts. This shall not preclude the Agency, however, from considering any exceptions or contract language proposed by a Contractor in any submitted redlined draft that may be based upon Contractor’s standard contract language. The Agency reserves the right to refuse to enter into a contract with the successful Contractor for any reason, even after delivery of notice of selection or intent to negotiate a contract. The Agency further reserves the right to negotiate contract terms with the successful Contractor if the best interests of the State would be served.

**6.2 Duration**

The Agency currently anticipates that the duration of any resulting contract will be for an initial period of 3 years from the effective date of execution. The Agency will have the sole option to extend the contract upon the same or more favorable terms and conditions annually following expiration of the initial 3 year period by providing the selected Contractor with written notice. The resulting contract may be terminated at the Agency’s discretion, with or without cause, after thirty (30) days written notice to the Contractor, or in the event of a change in law or insufficient funds, or as may otherwise be provided in any resulting contract.

**6.3 Insurance**

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

| <b>Type of Insurance</b>  | <b>LIMIT</b>   | <b>AMOUNT</b>  |
|---|--|--|
| General Liability (including contractual liability) written on an occurrence basis    | General Aggregate<br>Products –<br>Comp/Op Aggregate<br>Personal injury<br>Each Occurrence | \$2 million<br><br>\$1 Million<br>\$1 Million<br>\$1 Million |
| Automobile Liability (including contractual liability) written on an occurrence basis | Combined single limit  | \$1 Million  |
| Excess Liability, Umbrella Form   | Each Occurrence<br>Aggregate   | \$1 Million<br>\$1 Million                                   |
| Errors and Omissions Insurance  | Each Occurrence  | \$1 Million  |
| Property Damage   | Each Occurrence<br>Aggregate   | \$1 Million<br>\$1 Million                                   |
| Workers Compensation and Employer Liability   | As Required by Iowa<br>law   | A required by<br>Iowa<br>law                                 |

**6.4 Performance Security**

The Contract may require the Contractor to provide security for performance [e.g. performance bond, escrow, letter of credit, liquidated damages].

Agency shall retain ten percent (10%) of each payment due Contractor under the Contract. Agency shall pay the retained amount only after all Deliverables have been completed by Contractor and accepted by the Agency.

**Attachment # 1**  
**Certification Letter**

**Alterations to this document are prohibited, see Section 2.12.14.**

[Date]

**Linda DeFrancisco**, Issuing Officer  
**State of Iowa Judicial Branch**  
**1111 East Court Avenue**  
**Des Moines, IA 50319**

Re: RFP # JB060517 - PROPOSAL CERTIFICATIONS

Dear **Linda**:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]** \_\_\_\_\_ (Contractor) in response to **State of Iowa Judicial Branch** for **RFP # JB060517** for **Judicial Branch Phone System** are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

**Certification of Independence**

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

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

**Certification Regarding Debarment**

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

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

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

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2011)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Contractors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

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

- Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 432*; or
  
- Contractor is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(42) and (43)*.

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

Sincerely,

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**[Name and Title]**

**Attachment #2**  
**Authorization to Release Information Letter**  
**Alterations to this document are prohibited, see Section 2.12.14.**

[Date]

Linda DeFrancisco, Issuing Officer  
State of Iowa Judicial Branch  
1111 East Court Avenue  
Des Moines, IA 50319

Re: **RFP # JB060517** - AUTHORIZATION TO RELEASE INFORMATION

Dear **Linda**:

**[Name of Contractor]**\_\_\_\_\_ (**Contractor**) hereby authorizes the **State of Iowa Judicial Branch** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to **RFP # JB060517**.

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

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

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

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

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

Sincerely,

\_\_\_\_\_  
**[Printed Name of Contractor Organization]**

\_\_\_\_\_  
**[Name and Title of Authorized Representative]**

\_\_\_\_\_  
Date

**Attachment #3  
Form 22 – Request for Confidentiality**

**CONTRACTOR NOTE: SUBMISSION OF THIS FORM 22 IS REQUIRED**

**THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR RESPONSE (PROPOSAL) TO THE REQUEST FOR PROPOSAL (RFP). THE FORM IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED.**

**FAILURE TO SUBMIT A COMPLETED FORM WILL RESULT IN THE PROPOSAL CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.**

**I. Confidential Treatment Is Not Requested**

A request for confidential treatment of information contained in our Proposal is not submitted.

|           |            |           |
|-----------|------------|-----------|
| Company   | RFP Number | RFP Title |
| Signature | Title      | Date      |

\*\*\*\*\*

**II. Confidential Treatment Is Requested**

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

Per the paragraph labeled as Public Records and Requests for Confidential Treatment in section 2 of the Request for Proposal (RFP), a Contractor requesting portions of its Proposal be maintained in confidence must complete this form and submit it with its Proposal. Contractors should read and familiarize themselves with chapter 22 of the Iowa Code regarding release of public records before completing this Form. Contractor shall refer to the paragraph labeled as Public Records and Requests for Confidential Treatment in section 2 of the RFP for instructions regarding how to request confidential treatment of portions of its Proposal.

**NOTE:**

- 1 Completion of this Form is the sole means of requesting confidential treatment.**
- 2 A CONTRACTOR MAY NOT REQUEST PRICING PROPOSALS BE HELD IN CONFIDENCE.**

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

***To request confidentiality, Contractor must provide the following information:***

Contractor must conspicuously mark confidential material in its Proposal in accordance with the section titled Public Records and Requests for Confidential Treatment. ***Check box when completed.***

Contractor must specifically identify and list the Proposal section(s) for which it seeks confidentiality and answer the following questions for each section listed:

- Explain the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential.
- Justify why the material should be kept in confidence.
- Explain why disclosure of the material would not be in the best interest of the public.
- Provide the name, address, telephone, and email for the Contractor’s person authorized to respond to inquiries by the Agency concerning the status of confidential materials.

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

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

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

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

***\*Failure to provide the information required on this Form may result in rejection of Contractor’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.***

\_\_\_\_\_  
Company

\_\_\_\_\_  
RFP Number

\_\_\_\_\_  
RFP Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

.....

**Judicial Branch Information Technology Review  
(for Agency use only)**

- Contractor's Proposal is rejected as non-compliant because one of more of the following reasons:
  - Contractor requested confidentiality without submitting a fully completed Form 22.
  - Contractor requested confidentiality without presenting its request in the transmittal letter of its Proposal.
  - Contractor requested confidentiality and failed to conspicuously mark such material as confidential within its Proposal in accordance with the RFP.
  - Contractor requested confidentiality without submitting a public copy of its Proposal with the confidential information redacted.
  - Contractor requested confidentiality on material in contravention of the RFP.
  - Other: \_\_\_\_\_.
  
- Contractor's submission is accepted.<sup>1</sup>

\_\_\_\_\_  
Purchasing Agent Signature

\_\_\_\_\_  
Date

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

**Attachment #4  
Response Check List**

| RFP REFERENCE SECTION   | RESPONSE INCLUDED |    | LOCATION OF RESPONSE |
|---|-------------------|----|----------------------|
|   | Yes               | No |                      |
| 3.1.1 Quantity 6 paper copies (sealed) and 1 digital copy of the Technical Proposal |                   |    |                      |
| 3.1.1 Quantity 1 copy of Cost Proposal (sealed)                                     |                   |    |                      |
| 3.1.2 One (1) Public Copy with Confidential Information Excised                     |                   |    |                      |
| 3.2.1 Transmittal Letter  |                   |    |                      |
| 3.2.2 Table of Contents   |                   |    |                      |
| 3.2.3 Executive Summary   |                   |    |                      |
| 3.2.4 Mandatory Specifications & Scored Technical Specifications                    |                   |    |                      |
| 3.2.5 Vendor Background Information   |                   |    |                      |
| 3.2.6 Experience  |                   |    |                      |
| 3.2.7 Termination, Litigation & Debarment   |                   |    |                      |
| 3.2.8 Criminal History & Background Investigation                                   |                   |    |                      |
| 3.2.9 Acceptance of Terms and Conditions  |                   |    |                      |
| 3.2.10 Certification Letter   |                   |    |                      |
| 3.2.11 Authorization to Release Information   |                   |    |                      |
| 3.2.12 Firm Proposal Terms  |                   |    |                      |
| 3.2.13 Warranty   |                   |    |                      |
| Attachment 1 – Certification Letter   |                   |    |                      |
| Attachment 2 – Authorization to Release Information                                 |                   |    |                      |
| Attachment 3 – Form 22 – Request for Confidentiality                                |                   |    |                      |
| Attachment 4 – Response Check list  |                   |    |                      |
|   |                   |    |                      |