



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:

TITLE OF RFP:	Information Technology Service Management (ITSM) Solution	RFP Number:	JB013118
Agency:	Judicial Branch		
Agency seeks to purchase:	ITSM solution	Available to Political Subdivisions?	Yes
Number of mos. or yrs. of the initial term of the contract:	3 years	Number of possible annual extensions:	3 – 2 year extensions
Initial Contract term beginning:	April 30, 2018 (approx.)	Ending:	April 30, 2021 (approx.)
State Issuing Officer: Linda DeFrancisco (515) 725-8088 linda.defrancisco@iowacourts.gov 1111 East Court Avenue Des Moines, IA 50319			
PROCUREMENT TIMETABLE—Event or Action:		Date/Time (Central Time):	
Agency Posts Notice of RFP on TSB website		1/29/18	
Agency Issues RFP		1/31/18	

RFP written questions, requests for clarification, and suggested changes from Contractors due:	Date: 2/5/18; 4:00 p.m.
Agency’s written response to RFP questions, requests for clarifications and suggested changes due:	Date: 2/9/18; 4:00 p.m.
Proposals Due Date:	Date: 2/16/18
Proposals Due Time:	Time: 4:00 p.m.
Anticipated Date to issue Notice of Intent to Award:	Date: 3/23/18
Anticipated Date to execute contract:	Date: 4/30/18
Relevant Websites:	Web-address:
Internet website where Addenda to this RFP will be posted:	https://www.iowacourts.gov/for-the-public/rfp/ https://bidopportunities.iowa.gov/

Internet website where contract terms and conditions are posted:	https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf
Number of Copies of Proposals Required to be Submitted:	12 paper copies; 1 digital copy (of both Technical & Cost Proposals)
Firm Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:	90 days

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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 in a digital format. 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 basic information and requirements in connection with 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, gathering, investigating and evaluating all facts, data, information and other factors necessary for submission of a comprehensive Proposal.

Purpose

The purpose of this RFP is for the Agency to obtain an on premise or cloud based ITSM solution to increase Judicial Branch Information Technology's (JBIT) efficiency and include flexibility in usage, access, customization, and reporting to assist with providing outstanding customer service to internal and external customers.

Current Environment

JBIT currently supports approximately 1,800 State of Iowa Judicial Branch Court Personnel (internal customers) and the public (external customers - including but not limited to Iowa Attorneys, County Attorneys, All State and Local Law Enforcement Agencies, All State and Local Government Agencies, Landlords and other various Public customers).

JBIT currently operates a custom-built solution in IBM Notes that utilizes multiple data entry databases - Call Tracking, Asset Management, Resource Reservations, Equipment Requests, Change Management and Knowledge Base. IBM Notes, Verison 9.01FP5 is the current version being used.

JBIT is comprised of 57 staff members. The majority of JBIT support staff is located in Des Moines with approximately 19 second level support staff located in various judicial districts across the state.

JBIT operates a centralized Monday - Friday, 7AM – 5PM first level support Help Desk, along with dedicated staff that provide After Hours support to Law Enforcement, County Attorneys and weekend Jail Court staff as needed on an on-call basis. The Help Desk receives requests for assistance by phone and email. Currently tickets are created by manual input of Help Desk support staff. The Help Desk assigns tickets to second level support teams (Infrastructure, Application Support, Hardware, Software Engineering, etc.) as needed. All second level support team members are notified via email when a ticket is assigned to them.

Description

The Agency seeks a Contractor with the purpose of acquiring an on premise or cloud based ITSM solution that meets JBIT's requirements including *but not limited to*:

- Obtain planning, configuration, implementation and production deployment services.
- Obtain user training for JBIT's Help Desk.
- Obtain system administration training for JBIT's other support staff.
- Establish a maintenance and technical support program for the ITSM solution.

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 <https://www.iowacourts.gov/for-the-public/rfp/> 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 Resource Information

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

2.6 Questions, Requests for Clarification, and Suggested Changes

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

2.7 Amendment to the RFP

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

2.8 Amendment and Withdrawal of Proposal

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

2.9 Submission of Proposals

The Agency must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Proposals Due" date listed on the RFP cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Contractor.** 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.

2.10 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Evaluation Committee has reviewed all of the Proposals submitted in response to this RFP and the Agency has issued a Notice of Intent to Award 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.

2.11 Costs of Preparing the Proposal

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

2.12 No commitment to Contract

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

2.13 Rejection of Proposals

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

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

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

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

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

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

- 2.13.6 The Contractor fails to timely respond to the Agency's request for information, documents, or references.
- 2.13.7 The Contractor fails to include Proposal Security, if required.
- 2.13.8 The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.13.9 The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.13.10 The Contractor initiates unauthorized contact regarding the RFP with state employees.
- 2.13.11 The Contractor provides misleading or inaccurate responses.
- 2.13.12 The Contractor's Proposal is materially unbalanced.
- 2.13.13 There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsive Contractor.
- 2.13.14 The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

2.14 Nonmaterial Variances

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

2.15 Reference Checks

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

2.16 Information from Other Sources

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

2.17 Verification of Proposal Contents

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

2.18 Proposal Clarification Process

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

2.19 Disposition of Proposals

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

2.20 Public Records and Requests for Confidential Treatment

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

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.

2.21 Copyright Permission

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

2.22 Release of Claims

By submitting a Proposal, the Contractor agrees that: (a) the Agency and the State shall not be liable to any extent for any information, facts or data (or the completeness or accuracy thereof) provided in the RFP or for any information, facts or data that may be omitted from the RFP, regardless of whether such inaccurate, incomplete or omitted information or data would be considered material or relevant to a Contractor for purposes of making an informed decision to either submitting a proposal or entering into a contract, if awarded to a successful Contractor; and (b) it will not bring any claim or cause of action against the Agency or the State based on any misunderstanding concerning the information provided in the RFP or concerning the Agency's or the State's failure, negligent or otherwise, to provide the Contractor with complete, pertinent, or accurate information in this RFP or for any failure to provide information that any Contractor might consider relevant for purposes of making a decision to submit a proposal or to enter into any contract resulting from this RFP.

2.23 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.

2.24 Evaluation of Proposals Submitted

The submission of a Proposal shall be deemed a representation and warranty by the Respondent that it: (a) is a sophisticated party possessing sufficient knowledge and expertise concerning the subject matter of this RFP; (b) is able to fully and independently evaluate the advisability of submitting a proposal and in assuming and performing all duties, liabilities and obligations described in or contemplated by this RFP; (c) has conducted its own independent gathering, review and investigation of all information, facts and data necessary for purposes of making an informed decision whether to submit a proposal and to assume and perform all duties, liabilities, and obligations described herein, without relying on any specific facts, information or representations of any kind made or provided by or on behalf of the Agency, including any information presented in this RFP; and (d) it has investigated all aspects of the RFP, and it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and it has read and understands the RFP. No request for modification of the provisions of the Proposal shall be considered after its submission on the grounds the Respondent was not fully informed as to any fact or condition. Statistical information which may be contained in the RFP or any addendum is for informational purposes only. The Agency disclaims any responsibility for any information or facts that may subsequently be determined to be incomplete or inaccurate. The Agency does not represent or warrant the accuracy or completeness of any such information, and the Agency shall not be liable for any errors or omissions, or the results of errors or omissions, which may be discovered, at any time, to exist in RFP, including any appendices, attachments or amendments thereto.

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.

2.25 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.

2.26 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.

2.27 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.

2.28 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.

2.29 No Minimum Guaranteed

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

2.30 Appeals

Appeals of the Notice of Intent to Award need to be received in the office of the State Court Administrator within 5 calendar days following the posting of the Notice of Intent to Award a contract.

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: JB013118
RFP Title: Information Technology Service Management (ITSM) Solution
Issuing Officer: Linda DeFrancisco
State of Iowa Judicial Branch
1111 East Court Avenue
Des Moines, IA 50319

[Contractor's Name and Address]

Twelve (12) paper copies and one (1) digital copy of the Technical Proposal and twelve (12) paper copies and one (1) digital copy of the Cost Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal(s) 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

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 Contractor Background Information

The Contractor shall provide the following general background information:

3.2.5.1 Does your state have a preference for instate Contractors? 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 Contractor 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 Personnel

The Contractor must provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP. The following information must be included in the resumes:

3.2.7.1 Full name

3.2.7.2 Education

3.2.7.3 Years of experience and employment history particularly as it relates to the specifications of the RFP

3.2.8 Termination, Litigation, Debarment

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

3.2.8.1 Has the Contractor had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.

3.2.8.2 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.

- 3.2.8.3** 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.
- 3.2.8.4** 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.
- 3.2.8.5** 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.

3.2.9 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.

3.2.10 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 linked on the RFP cover sheet without change except as otherwise expressly stated in its Proposal. If the Contractor takes exception to a provision, it must: (a) identify it by page and section number; (b) state the reason for the exception; (c) set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision; and (d) **comply with all requirements set forth in Section 6 of this RFP**. 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.

3.2.11 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.

3.2.12 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.

3.2.13 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.

3.2.14 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. **The Contractor must also complete and include Attachment # 5 – Cost Proposal Form with its Cost Proposal.**

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

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.

4.0 Overview

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

4.1 Mandatory Specifications

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

- 4.1.1 Functional Requirements.** The Contractor’s Technical Proposal must articulate how the solution proposed satisfies each of the following functional requirements.

The Technical Proposal must also identify each module offered as part of the ITSM solution and outline where each functional requirement listed below will be accounted for within the modules.

4.1.1.1 Set up of user profiles.

- a. Example of Active Directory integration with the profile when ticket is created (by customer via email, by helpdesk personnel creating after answering a phone call and selecting the profile, by chat).

4.1.1.2 Customer Interaction.

- a. Provide internal and external customers with an easy way to connect with the Judicial Branch Information Technology division to request services or assistance.
- b. Provide a user- friendly system. Customers should be able to learn to use the solution with minimal time and training.
- c. Provide a chat process with all customers – internal and external
- d. Provide chat Administration – archive chats for access later
- e. Ability to allow customers to easily attach additional documentation to a request.
- f. Allow for customer review/tracking of their call tickets
- g. A place for entry of information in a ticket that technical personnel can see and review, but is not viewable by customers.
- h. Self Service Portal – examples to fix common problems, possible automation if customer clicks a link – problem resolves (scripted).

- i. System notifications/messages pushed to customer portal for immediate dissemination of information.

4.1.1.3 Set up of workflows.

- a. By profile role (following are examples only)
 - 1. System Administration
 - 2. Module Manager (if applicable)
 - 3. Technical Resource
 - 4. Help Desk
 - 5. Customer/User
 - 6. Procurement/Acquisition
- b. By type of incident
- c. Changing a workflow
- d. Escalation outside of a workflow – process and requirements (IE Administrator intervention required to leave a workflow)
- e. Allow manager and/or supervisor the ability to reassign activities to meet workload needs.

4.1.1.4 Service Level Agreements (SLAs)

- a. Set up of an SLA.
- b. Changing an SLA on the fly. Automatically update any tickets already created to the new standards.
- c. Provide comprehensive, real-time information on customer requests to assist JBIT in measuring results, identifying areas for improvement and supporting the setting of consistent service standards.

4.1.1.5 Notifications

- a. Customer options
 - 1. Provide automated/template email responses to customers. Provide IT manager and/or supervisor a dashboard of all activity.
- b. Staff options – alerts when an action occurs on an incident
- c. Management options
- d. Ticket bouncing – Management notification after certain number of reassignments.

4.1.1.6 Dashboards

- a. Admin for tracking calls/incidents
- b. Trending – issues, call times
- c. Call Center support – calls in current queue, how long they have been in the queue, averages, ensure SLAs are being met.

4.1.1.7 Asset Management – hardware & software

- a. Asset request
- b. Asset creation
- c. Asset tracking
- d. Financial/warranty information
- e. Changes/history
- f. Reporting
- g. Internal controls – levels of approval to delete and manage assets

4.1.1.8 Licensing structure

- a. Per user or per instance

- b. Enterprise licensing availability
- c. Annual renewal
- d. Different levels of access - define

4.1.1.9 Reports

- a. Standard reports – Internal Help Desk reporting and customer reporting defined.
- b. Management reports
- c. Customizing reports

4.1.1.10 Mobility Solution (via smart phone app or mobile friendly browser interface)

- a. Access to tickets
- b. Access to inventory
- c. Access to user profiles

4.1.1.11 Change Management

- a. Ability to create a change management request from a call ticket.
- b. Ability to link multiple call tickets to the change management request.
- c. Define how a change can flow from the incident through to development, testing and release. (potential of around 70 users)
- d. Different views of change management – implementer, team, user/customer.
- e. Notifications to implementer, team, user/customer when something is done on a change management request.

4.1.1.12 Knowledge Base/FAQs

- a. Include a searchable knowledge base that can provide answers to frequently asked questions and provide Help Desk agents with prepared scripts for providing information or soliciting information about requests.
- b. Knowledge base available and searchable to all customers via their interface.
- c. Categorize activity resolution to formulate training tools such as FAQs and answers.

4.1.2 Integration Requirements

- a. Integration with Microsoft Windows Active Directory, Microsoft Configuration Manager Console. (SCCM12 currently in use; in process of updating to SCCM16). Examples: integration/import of hardware/software inventory data for asset management and/or import of information into a user trouble ticket.
- b. Email integration for creation of incidents sent to a help request email address, and ability to send email notifications during the lifecycle of an existing incident.
- c. Integration with Microsoft Office 2010 and versions forward; the ability to save documents with the ITSM, as well as ability to utilize any type of scripting.

4.1.3 Migration/Conversion requirements

The proposed ITSM solution must include a plan to address the migration/conversion of data in the Agency's current systems into the proposed solution.

4.1.4 System Requirements

Contractors shall submit the technical requirements associated with the proposed ITSM solution including software characteristics, hardware platforms, operating system and database environments, system security and documentation. It is essential that the underlying technologies have the capability, performance and design to support both the current and future demands of the Branch.

The minimum recommended hardware requirements, desktop requirements, network requirements and other sizing information shall be submitted as part of the proposed solution. Responses should describe the technical environment proposed (i.e. client/server, web-based, bandwidth requirements, etc).

System requirements should at a minimum include information addressing the following:

- a. Operating Systems supported for server and client versions.
- b. Hardware Requirements
- c. Database Environment Requirements
- d. Bandwidth Requirements
- e. Number of Customers supported and expansion capability
- f. System and Data Security
- g. Availability
- h. System, User and Technical Documentation Manuals
- i. Open Data Base Connectivity (ODBC) Compliant

4.1.5 Security Requirements

- a. The proposed ITSM solution must use a valid secure socket layer certificate to encrypt all communication from the client to the server.
- b. The proposed ITSM solution must allow for configuration of login security with the ability to deny logins after a certain number of invalid attempts.
- c. The proposed ITSM solution must enforce strict access control rules or lists that require a user to meet a set of requirements before being able to interact with data.
- d. The underlying database that holds ITSM data must be encrypted at rest and in transit.
- e. The proposed ITSM solution must implement HTML sanitization to protect against security concerns such as cross-site scripting attacks.
- f. The proposed ITSM solution must keep accurate audit information of all actions performed inside the solution with a customizable retention period. This includes but is not limited to transaction logs, email logs, event logs, import logs, workflow logs, configuration logs, system diagnostics, updates to database tables and deletions.
- g. The proposed ITSM solution must be able to protect against the OWASP Top 10 Most Critical Web Application Security Risks standard.
- h. The proposed ITSM solution must undergo routine vulnerability and security assessments.

4.1.6 Support Requirements

- a. The proposed ITSM solution must come with excellent Contractor or developer support. Such support should not be limited to installation/implementation of the solution.
- b. A technical help service shall be accessible through phone, email or other forms of immediate communication when problems or inquiries arise about software operation. Proposal responses should include hours and options of available service levels with pricing for each provided in the Cost Proposal.
- c. The first level of service shall be provided by the Contractor via a toll free number and/or email. The assistance must be available, at a minimum of 7:00 a.m. to 5:00 p.m., Monday – Friday (Central time).
- d. Resolution of software down time issues must include assignment to a senior technician within 2 business hours of the issue being reported to the Contractor.
- e. Resolution of functional problems must include being assigned to a technician within 6 business hours of the issue being reported to the Contractor.
- f. Resolution of inconvenience problems must include a call back within 2 hours of reporting the issue to the offeror and work around or fix supplied within 8 business hour issue being reported to the Contractor.

- g. Product usage and functionality questions must be answered within two business days.
- h. The Contractor must continue to provide support, maintenance and upgrades during the contract period at no additional expense.
- i. Remote and on-site maintenance service should be included as needed with normal response time guaranteed.
- j. Instruction materials, training and expert advice should be available.
- k. Software Releases and upgrades should be included as part of the Annual Maintenance costs.

4.1.6 Training Requirements

Training elements must specify timeframes using benchmarks referencing the implementation schedule.

Training plans should be submitted for each user role or level of training (following are examples only).

- a. System Administration
 - 1. On site System administration training for key JBIT and Administrative personnel in configuring and troubleshooting the solution proposed
- b. Module Manager (if applicable)
 - 1. User training for JBIT personnel
- c. Technical Resource
 - 1. User training for JBIT personnel
- d. Help Desk
 - 1. User training for JBIT personnel
- e. Customer/User
 - 1. Customer end user training materials provided.

For users other than system administrators, user training could consist of on demand CBT/help file or in person/live webinar. Should allow for recording of training sessions for future/use reference. Responses should specify the option(s) proposed and the costs for each.

4.1.7 Administrative Requirements

- a. User access management
- b. User login history
- c. Full text search of all fields
- d. Ability to configure custom fields
- e. Management of email templates
- f. Ability to manage workflows
- g. Ability to populate, maintain and update the knowledge base component of the ITSM solution proposed
- h. Ability to create effective real-time reports to meet administrative requirements
- i. Ability to change SLAs

4.1.8 Implementation Requirements

Contractor must include a proposed timeline. The timeline shall include the following schedules:

- a. Setup/installation of the solution
- b. Migration of data from the Agency's current software
- c. Testing once setup/installed
- d. Training (as outlined in Training Requirements)
- e. Full implementation/Go Live

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.

Criteria	Maximum Score
Mandatory/Optional Specifications	280 points
Experience	20 points
Initial Costs	50 points
Ongoing Costs	30 points
TOTAL POSSIBLE POINTS	380 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.

- a. Ability to have group chats within in our JBIT organization.
- b. Ability to connect to a user workstation from ticket. Currently Help Desk staff is required to either use GoToAssist or have SCCM open on another screen, leave the ticket, and include a lot of manual screenshot pasting into tickets. Solution should either provide the ability to connect to both internal and external user workstations (to replace GoToAssist) or integrate with GoToAssist.
- c. Set up VIP profiles. Provide an example of how they are able to bump others using the self-service portal and chat feature.
- d. “Watcher” or “Monitor” dashboard option for managers of customers to be aware of and have access to call tickets opened by their staff.
- e. Asset/Inventory bar coding with integration in solution. Proposals must include any associated costs for hardware and any additional licensing or maintenance.
- f. DataCenter monitoring
 1. Realtime view of a Data Center
 2. Issue identification – potential and real
 3. Historical tracking of changes made to a server/application
 4. Available Alert options – IE high, medium, low
 - Notification options based on level of the alert
- g. Software Enhancement Requests and Bug Tracking
 1. One stop shop for both types for all applications.
 2. Ability to assign to staff member, team or vendor.
 3. JBIT staff accessibility versus user/customer accessibility to see progress.
- h. Electronic timesheet/ Absence requests
 1. Automation of timesheets and absence requests; electronic flow from submitter to approver
 2. Customizable – based upon business type and department; custom fields and calculations to cover different types of time reporting, IE summary of hours or detail of actual hours worked (8:00 a.m. – 12:00 p.m.; 1:00 p.m. – 4:30 p.m.)
 3. Centralized access with built in security to keep requests and timesheets confidential
 4. Reporting and history of requests/clarifications/approvals
 5. Automatic population of approved requests to central calendar
 - i. Central calendar for scheduled (approved) and unscheduled requests
 6. Automatic population of approved requests to submitter’s timesheet

- i. Resource Reservation database
 - 1. Conference rooms
 - 2. AV equipment
 - 3. Vehicles
 - 4. Auto population of reservations to calendar
 - i. View by resource
 - ii. View by date
 - iii. View by requestor
- j. Group/team calendars
 - 1. Overall calendar
 - 2. Calendars by team

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

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. To be deemed a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of Section 4.2 and include supportive materials as required to demonstrate the Contractor will be able to comply with the Mandatory Specifications in that section and
- Obtain a “Pass” score on the initial review and evaluation of each proposal to determine the Contractor’s ability to meet the RFP requirements.

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

Notwithstanding any terms or conditions set forth in this Agreement (including, but not limited to, any terms or conditions set forth in any Enrollment, the Product Terms, the Online Services Terms, Use Rights, and any other agreements or documents of any kind incorporated into or in any way related to this Agreement), as such terms and conditions may be amended or modified from time to time, the parties hereto agree that the Agency, does not agree to and will not at any time be bound by or subject to any such terms or conditions: (i) to the extent such terms and conditions or any portion thereto are not permitted or authorized by any laws, rules or regulations applicable to the Agency, or this Agreement; (ii) to the extent such terms and conditions establish or impose any duties or obligations on the Agency that are not permitted or authorized by any laws, rules or regulations applicable to the Agency, or this Agreement; (iii) that limit the ability of the Agency to recover damages or seek any contractual, legal, equitable or other available remedies from or against the Contractor or any Affiliate of the Contractor to the extent that any such limitations are not permitted or authorized by, any laws, rules or regulations applicable to the Agency, or this Agreement.

Any contract(s) resulting from this RFP between the Agency and any Contractor(s) selected by the Agency shall be a combination of the specifications, terms and conditions referenced in this RFP, the offer of the Contractor contained in the Contractor's proposal (excluding any exceptions taken by Contractor in accordance with this Section 6 that are not accepted by the Agency specifically in writing and contained in an executed agreement), written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the Agency. The Agency reserves the right to either award a contract without further negotiation with any successful Contractor(s) or to negotiate contract terms with any selected Contractor(s) if the best interest of the Agency would be served. No exception or proposed amendment by a Contractor to the provisions or terms and conditions of this RFP, including the General Terms and Conditions, shall be incorporated into any resulting Contract unless the Agency has explicitly accepted the Contractor's exception or amendment in writing in the resulting Contract.

The contract terms and conditions referenced in this RFP are not intended to be a complete listing of all contract terms and conditions that may be deemed necessary by the Agency, but are provided only to enable Contractors to better evaluate the costs associated 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 complete 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.

By submitting proposals in response to this RFP, Contractors acknowledge and agree the following provisions will NOT be accepted or negotiated by the Agency:

1. Provisions that require the Agency to indemnify, hold harmless or defend a service provider (or any affiliate, director, employee, contractor, subcontractor, or agent of a service provider, etc)
2. Provisions that either: (a) are not permitted or authorized by any laws, rules or regulations applicable to the Agency or (b) establish or impose any duties or obligations on the Agency that are not permitted or authorized by any laws, rules or regulations applicable to the Agency.
3. Provisions that provide for exclusive remedies or which otherwise limit any remedies or legal recourse that may be available to the Agency.
4. Confidentiality or nondisclosure provisions that create obligations that conflict with the Agency's legal obligations under applicable laws such as Chapter 22 (open records).
5. Payment and interest (for overdue payments or late fees) provisions that are inconsistent or conflict with Iowa law, such as Iowa Code Section 8A.514.
6. Provisions that limit the time period during which the Agency or the Iowa Attorney General's office may bring an action against the service provider or other parties/third parties or provisions requiring the Agency to waive other rights relative to seeking legal recourse, such as waiver of jury trial.
7. Any definition of applicable law that does not include references to Iowa and Federal law, rules and regulations. The Agency reserves the right to rely on remedies or defenses available to it under Iowa law and Federal law (such as the Eleventh Amendment).
8. Provisions that would require the Agency to make or pledge any assets, monies, accounts and/or collateral of the Agency subject to any liens, security interests, rights of set off or recoupment in favor of the service provider.

9. Indemnification provisions (in which the service provider is indemnifying the Agency) that allow the service provider to defend the Agency and have sole control over the defense and settlement of any claims against the Agency.
10. Provisions that would require the Agency to waive any immunity to suit or liability or irrevocably waive sovereign or governmental immunity, or any defenses available to it under Iowa or Federal law. This is not intended to eliminate waivers of immunity that presently exist via statute (e.g., Chapter 669 relating to tort claims) or case law (e.g., the state, by entering into a contract, waives its defense of governmental immunity and may be sued for breach of contract).
11. Provisions that would limit a service provider's liability or responsibility for breach of contract only if the breach resulted from the service provider's gross negligence, willful misconduct, or fraud.

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 following expiration of the initial 3 year period by providing the selected Contractor with written notice for a total of three, two-year extensions. 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

1. Insurance Requirements. Contractor shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa, insurance covering its work of the type and in amounts required by this RFP. Contractor's insurance shall, among other things, insure against any loss or damage resulting from or related to Contractor's performance of the Agreement regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this RFP shall: (a) remain in full force and effect for the entire Term of the Agreement; and (b) not be reduced, changed (to the detriment of the State of Iowa or any Governmental Entities), or canceled (without being simultaneously replaced by another policy meeting the requirements of this RFP). The State of Iowa shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: "It is hereby agreed and understood that the State of Iowa is named as additional insured, and that the coverage afforded to the State of Iowa under this policy shall be primary insurance. If the State of Iowa has other insurance that is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer's liability under this policy shall not be reduced by the existence of such other insurance." Notwithstanding the foregoing, the requirement that the State of Iowa be named as additional insureds on all policies of insurance shall not apply to Contractor's Workers Compensation Insurance. The State of Iowa requires a Technology Errors and Omissions policy. Such insurance shall cover the liability of Contractor by reason of any actual or alleged error, omission, negligent act or wrongful act of Contractor committed in rendering or failing to render any products or service. In the event Contractor fails to secure and continuously maintain the insurance coverage required under this RFP, the State of Iowa may charge Contractor, and Contractor shall pay the State of Iowa, (a) the State of Iowa's actual expenses incurred in purchasing similar protection and (b) the value or amount of any claims, actions, damages, liabilities, costs, and expenses paid by the State of Iowa which

would not have been paid by the State of Iowa if Contractor had complied with the requirements of this RFP.

2. Insurance Policies. Unless otherwise requested by the State of Iowa, Contractor shall cause to be issued insurance policies with the coverages set forth below:

<u>Type of Insurance</u>	<u>Limit</u>	<u>Amount</u>
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$5 million
	Products –	
	Comp/Op Aggregate	\$1 million
	Personal injury	\$1 million
Excess Liability, umbrella form	Each Occurrence	\$1 million
	Aggregate	\$5 million
Technology Errors and Omissions Insurance	Each Occurrence	\$1 million
	Aggregate	\$1 million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

3. Claims Provision. All insurance policies required by this RFP, with the exception of the policy for Errors and Omissions Insurance, must provide coverage on an “occurrence basis” for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy. The policy for Errors and Omissions Insurance will provide coverage on a “claims made” basis, provided however, that such policy includes extended reporting period or tail coverage acceptable to the State of Iowa.
4. Certificates of Coverage. At the time of execution of the Agreement, Contractor shall deliver to the State of Iowa certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Contractor starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Contractor related to the Agreement, certifying that the State of Iowa is named as an additional insured on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the State of Iowa. All certificates of insurance shall be subject to approval by the State of Iowa. The Contractor shall simultaneously with the delivery of the certificates deliver to the State of Iowa one duplicate original of each insurance policy.
5. Liability of Contractor. Acceptance of the insurance certificates by the State of Iowa shall not act to relieve Contractor of any obligation under this Agreement. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Agreement. 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 of Iowa 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 the Agreement, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this RFP and Section 17 (Insurance) of the Agreement.

6. Waiver of Subrogation Rights. Contractor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the State of Iowa. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the State of Iowa for all policies except for the policy for the Errors and Omissions Insurance.
7. Filing of Claims. In the event the State of Iowa suffers a loss and is unable to file a claim under any policy of insurance required under this Agreement, the Contractor shall, at the State of Iowa's request, immediately file a proper claim under such policy. Contractor will provide the State of Iowa with proof of filing of any such claim and keep the State of Iowa fully informed about the status of the claim. In addition, Contractor agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the State of Iowa. Contractor shall pay to the State of Iowa any insurance proceeds or payments it receives in connection with any such claim immediately upon Contractor's receipt of such proceeds or payments.
8. Proceeds. In the event the State of Iowa suffers a loss that may be covered under any of the insurance policies required under this RFP and Section 17 (Insurance) of the Agreement, neither the Contractor nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the State of Iowa has fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Contractor hereby assigns to the State of Iowa all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this RFP and the Agreement.

Attachment # 1
Certification Letter

Alterations to this document are prohibited, see section 2.14.14.

[Date]

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

Re: RFP # JB013118- PROPOSAL CERTIFICATIONS

Dear **Linda DeFrancisco**:

I certify that the contents of the Proposal submitted on behalf of [**Name of Contractor**]_____ (Contractor) in response to the **Judicial Branch** for **RFP # JB013118** for ITSM Solution 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,

[Name and Title]

Attachment #2
Authorization to Release Information Letter

Alterations to this document are prohibited, see section 2.14.14.

[Date]

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

Re: **RFP # JB013118** - AUTHORIZATION TO RELEASE INFORMATION

Dear **Name of Issuing Officer**:

[Name of Contractor]_____ (**Contractor**) hereby authorizes the **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 # JB013118**.

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.¹

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. Twelve (12) copies of the Bid Proposal (12 paper copies and one (1) digital copy of the Technical Proposal and twelve (12) paper copies and one (1) digital copy of the Cost Proposal)			
3. One (1) Public Copy with Confidential Information Excised			
3. Transmittal Letter			
3. Specifications			
3. Contractor Background Information			
3. Experience			
3. Personnel			
3. Financial Information			
3. Terminations			
3. Acceptance of Terms and Conditions			
3. Certification Letter			
3. Authorization to Release Information			
3. Firm Proposal Terms			
4. Mandatory Specifications			
4. Scored Technical Specifications			
4. Optional Specifications			
Attachment 1 – Certification Letter			
Attachment 2 – Authorization to Release Information Letter			
Attachment 3 – Form 22 – Request for Confidentiality			
Attachment 4 – Response Check List			
Attachment 5 – Cost Proposal Form			

**ATTACHMENT #5
Cost Proposal Form - REQUIRED**

****NOTE: This form MUST ONLY be attached to submitted Cost Proposals!! It CANNOT be included with the Technical Proposal!!****

Payment Terms

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

Cost Proposal

Contractor's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on the Payment Terms outlined above. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

Pricing shall include the proposed solution (including necessary licensing), migration of data, installation and technical support.

Please provide a detailed breakdown in your Cost Proposal for all costs included below.

Deliverable Item	Monthly (Firm US Dollars)	Annually (Firm US Dollars)
Year 1 Costs		
Software Licensing		
Annual Maintenance/support (1 st year)		
Hardware/Hosting		
Professional Services		
Training		
Year 2 Costs		
Software Licensing		

Annual Maintenance/Support (2 nd year)		
Hardware/Hosting		
Year 3 Costs		
Software Licensing		
Annual Maintenance/Support (3 rd year)		
Hardware/Hosting		
TOTAL COST:		

RENEWAL OPTIONS FOR SUPPORT AND MAINTENANCE

Agency shall have the sole option to renew the contract for three (3) additional two (2) year periods, or any portion thereof in order to provide software support and maintenance services.

The Contractor must indicate below the maximum allowable percentage of price increase or **guaranteed** minimum percentage of price decrease applicable to the renewal option periods. The stated percentage(s) shall apply to each itemized component/license. **If a percentage is not quoted (i.e. left blank), the Agency shall have the right to execute the option at the same price(s) quoted for the original contract period.** Statements such as “a percentage of the then-current price” or “consumer price index” are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, NOT against the previous year’s price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below will be used in the cost evaluation to determine the potential maximum financial liability to the Agency.

NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.

First renewal period:	<u>Maximum Increase</u> original price + _____%	OR	<u>Minimum Decrease</u> original price - _____%
Second renewal period:	original price+ _____%	OR	original price - _____%
Third renewal period:	original price+ _____%	OR	original price - _____%