



Iowa Judicial Branch

1111 East Court Avenue | Des Moines, IA 50319

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

Title of RFP:	Learning Management System	RFP Number:	JB062821
Agency:	Iowa Judicial Branch (IJB)		
Agency seeks to purchase:	Learning Management System	Available to Political Subdivisions?	No
Number of mos. or yrs. of the initial terms of the contract:	3 years	Number of possible annual extensions:	3 - 2 year terms
Initial Contract Term beginning:	September 2021 (approx.)	Ending:	3 years after date of initial contract signature
Issuing Officer: Christy Schreiner 641-680-3299 christy.schreiner@iowacourts.gov Judicial Branch Information Technology 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			June 24, 2021
Agency Issues RFP			June 28, 2021
RFP written questions, requests for clarification, and suggested changes from Respondents due:			Date: July 2, 2021 Time: 5pm
IJB's written response to RFP questions, requests for clarifications and suggested changes due:			Date: July 7, 2021 Time: 5pm
Proposals Due Date: Proposals Due Time:			Date: July 13, 2021 Time: 5pm
Anticipated Date to issue Notice of Intent to Award:			Date: July 30, 2021
Anticipated Date to execute contract:			Date: September, 2021
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:	5	
Firm Proposal Terms <i>Per Section 3.2.11, the minimum Number of Days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm:</i>	Days 120	

1 INTRODUCTION

1.1 PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to IJB, as identified on the RFP cover sheet. IJB intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and IJB, 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 are defined.

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

“Contract” means the contract(s) entered into with Respondent(s) as described in section 6.

“Contractor” means the awarded business/person to provide the contractual services agreed upon.

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

“IJB” shall mean Iowa Judicial Branch.

“Respondent” means the company, organization or other business entity submitting a proposal in response to this RFP.

“Responsible Respondent” means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, IJB may consider various factors including, but not limited to, the Respondent’s competence and qualifications to provide the goods or services requested, the Respondent’s integrity and reliability, the past performance of the Respondent and the best interest of IJB 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, IJB, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

“Vendor” means anyone who provides goods or services of experience to another entity.

1.3 OVERVIEW OF THE RFP PROCESS

The RFP process is for IJB's benefit and is intended to provide IJB with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Respondent should review Attachment 3, Form 22 Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked "Confidential" or "Proprietary" on every page may be disqualified.

Respondents will be required to submit their Proposals in hardcopy and on digital media (i.e., CD, USB drive, etc.). It is IJB's intention to evaluate Proposals from all Respondents 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 Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for IJB's benefit and is intended to provide IJB with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

The Iowa Judicial Branch ("IJB") seeks a contractor to provide an E-learning/Learning Management System for employee learning. The system will consist of both a student and administrative portal that will support 2,000 users. The LMS will house synchronous and asynchronous content for onboarding, compliance training, and professional development. See Section 4.2 for specifications related to the System. If funds permit, IJB may elect, at a later date, to procure additional modules under the Contract.

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

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 Respondent is advised to check the website periodically for Addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to 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. IJB reserves the right to change the dates. If IJB changes any of the deadlines for Respondent submissions, IJB will issue an addendum to the RFP.

2.5 QUESTIONS, REQUESTS FOR CLARIFICATION, AND SUGGESTED CHANGES

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. The questions or requests for clarifications 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 or requests for clarifications pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). IJB will send written responses to questions and requests for clarifications received from Respondents on or before the date listed on the RFP cover sheet. IJB's written responses will become an addendum to the RFP.

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

2.6 AMENDMENT TO THE RFP

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

2.7 AMENDMENT AND WITHDRAWAL OF PROPOSAL

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

2.8 SUBMISSION OF PROPOSALS

IJB must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet no later than the Proposals Due Date and Proposal Due Time listed on the RFP cover sheet, unless such date and time is extended by IJB, at its sole discretion, through the issuance of an addendum to this RFP. Respondents mailing Proposals must allow ample delivery time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received no later than the Proposals Due Date and Proposals Due Time. Postmarking by the due date, or a guaranteed or expected delivery by a courier will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

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

2.9 PROPOSAL OPENING

IJB 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 IJB has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.10 COSTS OF PREPARING THE PROPOSAL

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

2.11 NO COMMITMENT TO CONTRACT

IJB 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 IJB to award a contract.

2.12 REJECTION OF PROPOSALS

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

- A. The Respondent fails to deliver the cost proposal in a separate envelope.
- B. The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- C. The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- D. The Respondent's Proposal limits the rights of IJB.
- E. The Respondent 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.
- F. The Respondent fails to timely respond to IJB's request for information, documents, or references.
- G. The Respondent fails to include Proposal Security, if required.
- H. The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- I. The Respondent 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.
- J. The Respondent initiates unauthorized contact regarding the RFP with state employees.
- K. The Respondent provides misleading or inaccurate responses.
- L. The Respondent's Proposal is materially unbalanced.
- M. There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by IJB from other sources) to satisfy IJB that the Respondent is a Responsive Respondent.
- N. The Respondent alters the language in Attachment 1: Certification Letter or Attachment 2: Authorization to Release Information letter.

2.13 NONMATERIAL VARIANCES

IJB reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of IJB, 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 Respondents, 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 IJB waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of IJB.

2.14 REFERENCE CHECKS

IJB 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 Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal.

2.15 INFORMATION FROM OTHER SOURCES

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

2.16 VERIFICATION OF PROPOSAL CONTENTS

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

2.17 PROPOSAL CLARIFICATION PROCESS

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

2.18 DISPOSITION OF PROPOSALS

All Proposals become the property of the State and shall not be returned to the Respondent. Once IJB 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 Respondent properly requests confidential treatment or according to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.19 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT

IJB's release of public records is governed by Iowa Code chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. IJB will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Respondent as non-confidential records unless Respondent requests specific parts

of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.19.1 Form 22 Attachment 3 Request for Confidentiality

Form 22 must be completed and included with respondent's proposal. Completion and submittal of form 22 is required whether the proposal does or does not contain information for which confidential treatment will be requested. Failure to submit a completed form 22 will result in the proposal considered non-responsive and not evaluated.

2.19.2 Confidential Treatment Is Not Requested

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

2.19.3 Confidential Treatment of Information is requested

A Respondent requesting confidential treatment of specific information shall perform *all* the following:

- A. Complete Section II of Form 22,
- B. Conspicuously mark the outside of its Proposal as containing confidential information,
- C. Mark each page upon which the Respondent believes confidential information appears and clearly identify each item for which confidential treatment is requested; *marking a page in the page margin is not sufficient identification*, and
- D. Submit a "Public Copy" from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent:

- A. Enumerates the specific grounds in Iowa Code chapter 22 or other applicable law that supports treatment of the material as confidential,
- B. Justifies why the material should be maintained in confidence,
- C. Explains why disclosure of the material would not be in the best interest of the public, and
- D. Sets forth the name, address, telephone, and e-mail for the person authorized by Respondent to respond to inquiries by IJB 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 IJB and State personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to pricing information and transmittal letters. A Respondent's request for confidentiality that does not comply with this section or a Respondent's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Respondent's Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.

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

2.20 COPYRIGHT PERMISSION

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

2.21 RELEASE OF CLAIMS

By submitting a Proposal, the Respondent agrees that: (a) IJB 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 Respondent for purposes of making an informed decision to either submitting a proposal or entering into a contract if awarded to a successful Respondent; and (b) it will not bring any claim or cause of action against IJB or the State based on any misunderstanding concerning the information provided in the RFP or concerning IJB's or the State's failure, negligent or otherwise, to provide the Respondent with complete, pertinent, or accurate information in this RFP or for any failure to provide information that any Respondent might consider relevant for purposes of making a decision to submit a proposal or to enter into any contract resulting from this RFP.

2.22 RESPONDENT PRESENTATIONS

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

2.23 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 IJB, 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 of 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 that may be contained in the RFP or any addendum is for informational purposes only. IJB disclaims any responsibility for any information or facts that may subsequently be determined to be incomplete or inaccurate. IJB does not represent or warrant the accuracy or completeness of any such information, and IJB 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. IJB will not necessarily award a contract resulting from this RFP to the Respondent offering the lowest cost. Instead, IJB will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal IJB believes will provide the best value to IJB and the State.

2.24 AWARD NOTICE AND ACCEPTANCE PERIOD

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by or acceptable to IJB. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, IJB, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent IJB believes will provide the best value to the State.

2.25 NO CONTRACT RIGHTS UNTIL EXECUTION

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

2.26 CHOICE OF LAW AND FORUM

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

2.27 RESTRICTIONS ON GIFTS AND ACTIVITIES

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

2.28 NO MINIMUM GUARANTEED

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

2.29 APPEALS

If appealed, the state court administrator shall consider the evaluation committee's recommendation when making the final decision, but the state court administrator is not bound by the recommendation. The state court administrator may either accept or reject the recommended Respondent, or accept the Proposal of another Respondent, or elect not to select any Respondent. 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 SECTION 3. FORM AND CONTENT OF PROPOSALS

3.1 INSTRUCTIONS

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

3.1.1 Specifications

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: JB062821
RFP Title: Learning Management System
Issuing Officer Name: Christy Schreiner
Lead IJB Address: Judicial Branch Information Technology, 1111 East Court Avenue, Des Moines, IA 50319

Five (5) paper copies and one (1) digital copy of the Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.

3.1.1.1 Technical Proposal Envelope Contents

- A. Original Technical Proposal and any copies Public Copy (if submitted)
- B. Technical Proposal on digital media
- C. Electronic Public Copy on same digital media (if submitted)

3.1.1.2 Cost Proposal Envelope Contents

- A. Original Cost Proposal
- B. Cost Proposal on separate digital media

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

3.1.2 Confidential Information

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

3.1.3 Promotional or Display Materials

Proposals shall not contain promotional or display materials.

3.1.4 Attachments

Attachments shall be referenced in the Proposal.

3.1.5 If a Respondent Proposes Multiple Solutions

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

3.2 TECHNICAL PROPOSAL

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

3.2.1 Transmittal Letter (Required)

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent'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 Respondent shall include a table of contents of its Proposal and submit the checklist of submittals per Attachment #4.

3.2.3 Executive Summary

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

- A. Statements that demonstrate that the Respondent has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6.
- B. An overview of the Respondent's plans for complying with the specifications of this RFP.
- C. Any other summary information the Respondent deems to be pertinent.
- D. Mandatory Specifications and Scored Technical Specifications

Respondent 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, Respondent 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 Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specifications of this section, IJB may reject the Proposal.

3.2.4 Vendor Background Information

Respondent shall provide the following general background information:

- A. Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- B. Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company
- C. State of incorporation, state of formation, or state of organization.

- D. The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- E. Number of employees.
- F. Type of business.
- G. Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- H. Name, address and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements
- I. Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would provide.
- J. Respondent's accounting firm
- K. The successful Respondent will be required to register to do business in Iowa before payments can be made.

For vendor registration documents, go to: <https://das.iowa.gov/procurement/vendors/how-do-business>

3.2.5 Experience

The Respondent must provide the following information regarding its experience:

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

The Respondent 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:

- A. Full name
- B. Education
- C. Years of experience and employment history particularly as it relates to the specifications of the RFP

3.2.6 Termination, Litigation, Debarment

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

- D. If the Respondent had a contract for goods and/or services terminated for any reason, provide full details regarding the termination.
- E. Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including the dollar amount of damages, penalties and settlement payments.
- F. Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.
- G. A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
- H. Any irregularities discovered in any of the accounts maintained by the Respondent 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 Respondent. Respondent shall provide written notification to IJB of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Respondent, following execution of the Contract.

3.2.7 Criminal History and Background Investigation

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

3.2.8 Acceptance of Terms and Conditions

By submitting a Proposal, Respondent 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 Respondent 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 Respondent's exceptions or responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, IJB may reject the Proposal, in its sole discretion.

3.2.9 Certification Letter

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

3.2.10 Authorization to Release Information

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

3.2.11 Firm Proposal Terms

The Respondent 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 Bid Terms days following the deadline for submitting Proposals.

3.2.12 Warranty

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

3.3 COST PROPOSAL

The Respondent shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services. The Respondent must also complete and include Attachment # 4 – 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. Respondents 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 of 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 Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents 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)

Respondents 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_form.pdf

3.3.1.3 State Warrant

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

3.3.2 Payment Terms

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

3.3.3 Respondent Discounts

Respondents 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 SPECIFICATIONS

4.1 OVERVIEW

The successful Respondent shall provide the goods and/or services to IJB and other agencies using the Contract in accordance with the specifications as provided in this Section. The Respondent 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, Respondent 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 Respondent. Proposals must identify any deviations from the specifications of this RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, IJB may reject the Proposal.

4.2 MANDATORY SPECIFICATIONS

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

The following specifications for the LMS and the conference applications must be included and addressed in each Proposal.

4.2.1.1 Search and Catalogs:

- The LMS needs to house our catalog of offerings, with the ability to offer end users options for searching the catalog.
- The LMS catalog needs to be able to sort courses into multiple subcategories with separate pages or tabs for each subcategory.

4.2.1.2 Authoring, Managing, and Displaying Learning Content:

- The LMS needs to be able to support both synchronous and asynchronous learning.
- LMS Administrators need to be able to assign multiple authors to create content within the platform.
- LMS Administrators and content designers need to be able to upload SCORM-based files into the platform.

4.2.1.3 Registration and Enrollment:

- The LMS needs to support multiple options for registration and enrollment, including student self-registration and instructor manual registration.

4.2.1.4 Assessment and Evaluations:

- The LMS needs to support multiple forms of assessment and student interaction, including quizzes, file uploads, and discussion boards.
- The LMS needs to provide an interface between SCORM files and grading and completion of work.

4.2.1.5 Reporting and Communication:

- The LMS needs to provide supervisors and users with the ability to track employee course completion
- Course instructors within the LMS need to be able to send messages to students.
- The LMS needs to be able to send automated reminders to supervisors and users that employees have an upcoming training to complete.

4.2.1.6 Technical requirements:

- LMS must be compatible with multiple browsers
- LMS must have the ability for IJB to host the platform on our server if a cloud version is not available.
- LMS must integrate real time with Active Directory

4.2.1.7 Training Plan

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

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

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

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

4.2.1.8 Support

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

This section must also more specifically address the following:

- Provide your total downtime for the past 1 year and 2 Years
- Provide your technical support hours?
- Summarize and include your Service Level Agreement.
- Provide your average resolution time for incidents, events, and problems

Marketing materials should not be submitted on the system support.

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

4.3 SCORED TECHNICAL SPECIFICATIONS

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

4	Contractor’s Proposal or capability is exceptional and exceeds expectations for this criterion.
3	Contractor’s Proposal or capability is superior and slightly exceeds expectations for this criterion.
2	Contractor’s Proposal or capability is satisfactory and meets expectations for this criterion.
1	Contractor’s Proposal or capability is unsatisfactory and contains multiple deficiencies for the criterion.
0	Contractor’s Proposal or capability is not acceptable or is not applicable for this criterion.

Technical Proposal Criteria	Weight	Score (0-4)	Potential Maximum score
Background and experience of vendor	15		60
ADA Compliance	5		20

Cultural & linguistic diversity	10		40
Project timeline for implementation meets with IJB expectations	10		40
Dynamic Educational learning tools/Training for IJB	15		60
Accessibility/mobile version	10		40
The LMS needs to house our catalog of offerings, with the ability to offer end users options for searching the catalog.	20		80
The LMS catalog needs to be able to sort courses into multiple subcategories with separate pages or tabs for each subcategory.	10		40
The LMS needs to be able to support both synchronous and asynchronous learning.	10		40
LMS Administrators need to be able to assign multiple authors to create content within the platform.	10		40
LMS Administrators and content designers need to be able to upload SCORM-based files into the platform.	20		80
The LMS needs to support multiple options for registration and enrollment, including student self-registration and instructor manual registration.	15		60
The LMS needs to support multiple forms of assessment and student interaction, including quizzes, file uploads, and discussion boards.	15		60
The LMS needs to provide an interface between SCORM files and grading and completion of work.	20		80
The LMS needs to provide supervisors and users with the ability to track employee course completion.	15		60
Course instructors within the LMS need to be able to send messages to students.	5		20
The LMS needs to be able to send automated reminders to supervisors and users that employees have an upcoming training to complete.	5		20
LMS must be compatible with multiple browsers.	15		60
LMS must integrate with Active Directory.	15		60
LMS must support multi-tenancy.	5		20
LMS must have searching/indexing.	5		20
Support available for LMS	5		20
Training Plan proposed	5		20

Total Potential Score	20	20-80	1040
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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 value to IJB. IJB will not necessarily award the Contract to the Respondent offering the lowest cost to IJB. Instead, IJB will award to the Respondent whose Responsive Proposal IJB believes will provide the best value to the State.

5.2 EVALUATION COMMITTEE

IJB will evaluate Proposals received in response to this RFP. IJB 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 IJB or to such other person or entity who must approve the recommendation.

IJB's Evaluation Committee, or a subset of the Evaluation Committee, will initially review and evaluate each proposal received to determine the Respondent's ability to meet the RFP requirements.

The Evaluation Committee may select Respondents best suited to meet the needs of IJB based on the scoring of the evaluation criteria. These Respondents will form the Respondent Short List. As part of the evaluation process, IJB may ask questions of a clarifying nature from Respondents as required.

IJB, at its sole discretion, reserves the right to have system demonstrations with those Respondents. 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."

IJB 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.

IJB reserves the right to 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 IJB.

5.3 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:

1. Answer "Yes" to all parts of Section 4.2 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and

5.4 COST PROPOSAL SCORING

The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any Contractor presentations. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored. Cost Proposal pricing will be scored based on a ratio of the lowest cost proposal versus the cost of each higher priced Contractor Proposal. Under this formula, the lowest Cost Proposal receives all of the points assigned to pricing. A Cost Proposal twice as expensive as the lowest Cost Proposal would earn half of the available points. Percentages and points will be rounded to the nearest whole value. The formula is:

Weighted Cost Score = (price of lowest Cost Proposal/price of each higher priced Cost Proposal) X (points assigned to pricing)

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 for cost.

\$35,000

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

\$45,000

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

\$65,000

Total Points Assigned to Cost: 200

5.5 TOTAL SCORES

Each Contractor's Technical Proposal points will be added to its Cost Proposal points to obtain the total points awarded for the Contractor's Proposal.

The total maximum points available would be 1040 in total.

5.6 TIED SCORE AND PREFERENCES

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

- 5.6.2 Notwithstanding the foregoing, if a tied score involves an Iowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied score involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.
- 5.6.3 In the event of a tied score between Iowa Respondents, IJB shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Respondents have complied with ESGR standards. Preference, in the case of a tied score, shall be given to Iowa Respondents complying with ESGR standards.
- 5.6.4 Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.
- 5.6.5 Preferences required by applicable statute or rule shall also be applied, where appropriate.

6 CONTRACTUAL TERMS AND CONDITIONS

6.1 CONTRACT TERMS AND CONDITIONS

Any contract(s) resulting from this RFP between IJB and any Respondent(s) selected by IJB shall be a combination of the specifications, terms and conditions referenced in this RFP, including without limitation, the General Terms and Conditions referenced and linked to on the RFP cover page, the offer of the Respondent contained in the Respondent's proposal (excluding any exceptions taken by Respondent in accordance with this Section 6 that are not accepted by IJB 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 IJB.

IJB reserves the right to either award a contract without further negotiation with any successful Respondent(s) or to negotiate contract terms with any selected Respondent(s) if the best interests of IJB would be served. No exception or proposed amendment by a Respondent to the provisions or terms and conditions of this RFP, including the General Terms and Conditions, shall be incorporated into any resulting Contract unless IJB has explicitly accepted the Respondent's exception or amendment in writing in the resulting Contract.

All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by Respondent.

By submitting a proposal, each Respondent acknowledges its complete acceptance of the terms, conditions, and specifications contained in this RFP, including the General Terms and Conditions, without change except as otherwise expressly stated in its Proposal.

If a Respondent takes exception to any terms, conditions, specifications 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 it proposes to substitute in place of the excepted provision(s).

If a Respondent takes exception to any term, condition, or provisions contained in the General Terms or Condition or this RFP, the Respondent must produce a redlined draft of such terms, conditions, or provisions, and such redlined draft must clearly reflect all of Respondent's exceptions thereto and all alternative language or other changes that Respondent specifically proposes to make.

Exceptions and/or proposed changes that materially change the terms, conditions, specifications, or provisions of the RFP (including those in the General Terms and Conditions) may be deemed non-responsive by IJB, as determined in its sole discretion, resulting in possible disqualification of the Respondent's proposal.

A Respondent'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 IJB to constitute Respondent's acceptance thereof.

Any term, condition, provision, or requirement to which a Respondent fails to take exception and propose changes and/or alternative language in accordance with this Section 6.1 will not be subject to negotiation.

In addition, terms and conditions like or similar to those described in Section 6.2 below are unacceptable to IJB and will not be subject to negotiation.

A Respondent may not take exception to all of the provisions or terms contained in this RFP or the General Terms and Conditions.

A Respondent 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 Respondent's standard form contracts.

If a Respondent fails to follow the process described herein, IJB may reject the Respondent's Proposal, in IJB's sole discretion.

IJB reserves the right to refuse to enter into a contract with the successful Respondent for any reason, even after delivery of notice of selection or intent to award or negotiate a contract. IJB further reserves the right to negotiate contract terms with the successful Respondent if the best interests of the State would be served.

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

1. Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by Respondent in its Proposal;
2. Issue a Notice of Intent to Award in favor of the successful Respondent, and may identify in the Notice proposed modifications to terms and conditions identified by Respondent in its Proposal with which IJB will or will not agree or further negotiate;
3. Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Respondent in its Proposal;
4. Change IJB's recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to IJB.

Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the State. Only those proposed modifications identified in the Notice of Intent to Award issued by IJB as terms and conditions with which IJB will agree, or ultimately agrees to after further

negotiations, shall be part of the Contract. The State may ignore all modifications or exceptions proposed by a Respondent, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a final Contract between the parties. By executing and submitting its Proposal in response to this RFP, Respondent understands and agrees that the State may exercise its discretion not to consider any or all proposed modifications or exceptions Respondent may request and may accept Respondent's proposal under the terms and conditions contained in this RFP and the General Terms and Conditions.

6.2 UNACCEPTABLE/NON-NEGOTIABLE CONTRACT TERMS AND CONDITIONS

Notwithstanding anything in this RFP to the contrary, Respondent acknowledges and agrees that the following types of contract provisions will not be accepted or negotiated by IJB:

1. Provisions that require IJB to indemnify and/or defend a Respondent (or any affiliate, director, employee, owner, shareholder, contractor, subcontractor, or agent of a Respondent) regardless of whether the provision uses the words "indemnify" or "indemnity";
2. Indemnification provisions (under which the Respondent is obligated to indemnify IJB for certain claims) that authorize the Respondent to defend IJB and have sole control over the defense and settlement of any claims against IJB;
3. Provisions requiring IJB to consent to jurisdiction or venue in the courts of any state or jurisdiction other than the State of Iowa;
4. Provisions specifying that the laws of a state or jurisdiction other than Iowa shall govern the contract or the equivalent;
5. Provisions that disclaim or limit the liability of, or claims that may be brought against, the Respondent, or any other provisions that otherwise limit the ability of IJB or the State to recover any type of damages or seek any contractual, legal, equitable or other available remedies from or against the Respondent or any affiliate or subcontractor of the Respondent;
6. Provisions that provide for sole and exclusive remedies or which otherwise limit any remedies or legal recourse that may be available to IJB or the State;
7. Provisions that limit the time period during which IJB or the Iowa Attorney General's office may bring an action against the Respondent or other parties/third parties, or provisions requiring IJB to waive other rights relative to seeking legal recourse, such as waiver of jury trial;
8. Confidentiality or nondisclosure provisions that are contrary to applicable laws such as Iowa Code Chapter 22 (Open Records) or create obligations that conflict with IJB's duties and obligations under applicable laws, including, without limitation, Iowa Code Chapter 22;
9. Provisions that would prevent or restrict IJB from disclosing or disseminating records that constitute public records under Iowa Code chapter 22 (or which contain definitions of confidential information that include information or records that IJB would not be able to treat confidentially pursuant to Iowa Code Section 12.7 or other applicable law);
10. Provisions that would prevent IJB from disclosing documents, records or information that IJB is required to disclose pursuant to court order, subpoena, or other legal process;
11. Payment and interest provisions (for overdue payments or late fees) that are inconsistent or conflict with Iowa Code Section 8A.514 and other applicable laws, rules and procedures.

12. Provisions that would require IJB to make or pledge any assets, monies, accounts and/or of IJB as collateral or subject any assets, receivables, equipment, or property of IJB to any liens, security interests, rights of set off or recoupment in favor of the Respondent;
13. Provisions that would require IJB to waive any immunity to suit or liability or 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);
14. Provisions that obligate IJB to pay or reimburse Respondent or a third party for attorney fees or costs of enforcement incurred by Respondent or the third party;
15. Provisions that might obligate IJB to pay amounts for items or claims that exceed IJB's appropriation or legally available funds;
16. Provisions that require IJB to pay any taxes, duties or tariffs (the state is tax exempt);
17. Provisions that entitle Respondent to equitable or injunctive relief without Respondent having to satisfy any applicable legal requirements;
18. Provisions requiring IJB to purchase or procure insurance of any kind (note: IJB is self-insured);
19. Provisions that establish or impose any duties or obligations on IJB or the State that are not permitted or authorized by any laws, rules or regulations applicable to IJB or the State.

6.2.1.1 Contrary to Law

IJB may and will not agree to provisions that either: (a) are not permitted or authorized by any laws, rules or regulations applicable to IJB or the State; or (b) establish or impose any duties or obligations on IJB or the State that are not permitted or authorized by any laws, rules or regulations applicable to IJB or the State.

6.2.1.2 Term Length

The Contract shall have an initial term of three (3) years, beginning on the date of contract execution (the "Effective Date"). At the end of the Contract's initial term, IJB shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of three additional two-year terms. The resulting Contract may be terminated in accordance with its terms. IJB may not agree to penalties for termination in any of the above-described scenarios.

6.3 INSURANCE

6.3.1.1 Insurance Requirements.

The Contract shall require the successful Respondent, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in Iowa, insurance covering its work of the type and in amounts required by this RFP. Respondent's insurance shall, among other things, insure against any loss or damage resulting from or related to Respondent's performance of the contract 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 contract; and (b) not be reduced, changed (to the detriment of IJB or any Governmental Entities), or canceled (without being simultaneously replaced by another policy meeting the requirements of this RFP).

IJB 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 IJB under this policy shall be primary insurance. If IJB 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 IJB be named as additional insureds on all policies of insurance shall not apply to Respondent’s Workers Compensation Insurance. IJB requires a Technology Errors and Omissions policy. Such insurance shall cover the liability of Respondent by reason of any actual or alleged error, omission, negligent act or wrongful act of Respondent committed in rendering or failing to render any products or service. In the event Respondent fails to secure and continuously maintain the insurance coverage required under this RFP, IJB may charge Respondent, and Respondent shall pay IJB (a) IJB’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 IJB which would not have been paid by IJB if Respondent had complied with the requirements of this RFP.

6.3.1.2 Insurance Policies.

Unless otherwise requested by IJB, Respondent shall cause to be issued insurance policies with the coverages set forth below:

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$15 million
	Products – Comp/Op Aggregate	\$15 million
	Personal injury	\$15 million
	Each Occurrence	\$5 million
Excess Liability, umbrella form	Each Occurrence	\$5 million
	Aggregate	\$15 million
Technology Errors and Omissions Insurance	Each Occurrence	\$5 million
	Aggregate	\$15 million
Workers Compensation and Employer Liability	As Required by Iowa law	\$2 million
Cyber Liability / Network Security	Each Occurrence	\$15 million
	Aggregate	\$15 million

6.3.1.3 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 IJB.

6.3.1.4 Certificates of Coverage.

At the time of execution of the contract, Respondent shall deliver to IJB certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Respondent starts work, certifying that said insurance applies to, among other things, the work, activities, products, and liability of the Respondent related to the contract, certifying that IJB 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 IJB. All certificates of insurance shall be subject to approval by IJB. The Respondent shall simultaneously with the delivery of the certificates deliver to IJB one duplicate original of each insurance policy.

6.3.1.5 Liability of Respondent.

Acceptance of the insurance certificates by IJB shall not act to relieve Respondent of any obligation under this contract. It shall be the responsibility of Respondent to keep the respective insurance policies and coverages current and in force during the life of this contract. Respondent shall be responsible for all premiums, deductibles, and any inadequacy, absence or limitation of coverage, and the Respondent shall have no claim or other recourse against IJB for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Respondent. Notwithstanding any other provision of the contract, Respondent shall be fully responsible and liable for meeting and fulfilling all of its obligations under this RFP and Section 17 (Insurance) of the contract.

6.3.1.6 Waiver of Subrogation Rights.

Respondent shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against IJB. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to IJB for all policies except for the policy for the Errors and Omissions Insurance.

6.3.1.7 Filing of Claims.

In the event IJB suffers a loss and is unable to file a claim under any policy of insurance required under this Agreement, the Respondent shall, at IJB's request, immediately file a proper claim under such policy. Respondent will provide the State of Iowa with proof of filing of any such claim and keep IJB fully informed about the status of the claim. In addition, Respondent 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 IJB. Respondent shall pay to IJB any insurance proceeds or payments it receives in connection with any such claim immediately upon Respondent's receipt of such proceeds or payments.

6.3.1.8 Proceeds.

In the event IJB suffers a loss that may be covered under any of the insurance policies required under this RFP and Section 17 (Insurance) of the Contract, neither the Respondent 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 IJB has fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Respondent hereby assigns to IJB 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 contract.

ATTACHMENT 1: CERTIFICATION LETTER – REQUIRED

Alterations to this document are prohibited, see section 2.14.14.

[Date]

Christy Schreiner, Issuing Officer
State of Iowa – Judicial Branch Information Technology
1111 East Court Avenue, Des Moines, IA 50319

Re: RFP Number JB062821 - PROPOSAL CERTIFICATIONS

Dear Christy:

I certify that the contents of the Proposal submitted on behalf of **[Name of Respondent]** _____ (Respondent) in response to **IJB** for RFP Number JB062821 for a Learning Management System are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Certification of Independence

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

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the IJB or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other Respondent or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to IJB's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Respondent to induce any other Respondent to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Respondent and the IJB 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 Respondent 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 IJB has relied upon when this transaction was entered into. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to other

remedies available, the IJB 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 Respondents to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

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

- Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 432*; or

- Respondent is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(42) and (43)*.

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

Sincerely,

[Name and Title]

ATTACHMENT 2: AUTHORIZATION TO RELEASE INFORMATION LETTER – REQUIRED

Alterations to this document are prohibited, see section 2.14.14.

[Date]

Christy Schreiner, Issuing Officer
State of Iowa – Judicial Branch Information Technology
1111 East Court Avenue, Des Moines, IA 50319

Re: **RFP Number JB062821** - AUTHORIZATION TO RELEASE INFORMATION

Dear Christy:

[Name of Respondent] _____ **(Respondent)** hereby authorizes the **IJB** or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to **RFP Number JB062821**

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

The Respondent hereby releases, acquits and forever discharges the State of Iowa, IJB, 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 IJB or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to the RFP.

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

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

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

Sincerely,

[Printed Name of Respondent Organization]

[Name and Title of Authorized Representative]

Date

ATTACHMENT 3: FORM 22 – REQUEST FOR CONFIDENTIALITY – REQUIRED

The submission of this form 22 is required.

This Form 22 (Form) must be completed and included with your Proposal to the 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.

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

Confidential Treatment Is Requested

If you are submitting a request for confidential treatment of any information submitted in your Proposal, complete the rest of this form.

The below information is to be completed and signed only if Respondent 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), Respondent requesting portions of its Proposal be maintained in confidence must complete this form and submit it with its Proposal. Respondent should read and familiarize themselves with chapter 22 of the Iowa Code regarding release of public records before completing this Form. Respondent 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.

Notes

- A. ***Completion of this Form is the sole means of requesting confidential treatment.***
- B. ***Respondent may not request pricing proposals be held in confidence.***

Completion of the Form and IJB’s acceptance of Respondent’s submission does not guarantee IJB will grant Respondent’s request for confidentiality. IJB may reject Respondent’s Proposal entirely in the event Respondent 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, Respondent must provide the following information:

Respondent 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.*

Respondent 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 Respondent’s person authorized to respond to inquiries by IJB concerning the status of confidential materials.

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

For each section with confidential material, provide the following information in the table below. Respondent may add additional lines if necessary or add additional pages using the same format as the table below

- A. Specific grounds in *Iowa Code Chapter 22* or other applicable law which supports treatment of the material as confidential
- B. Justification of why the material should be kept in confidence.
- C. Explanation of why disclosure of the material would not be in the best interest of the public.
- D. Name, address, telephone, and email for the person at Respondent’s organization authorized to respond to inquiries by IJB concerning the status of confidential materials.

RFP Section	Specific Grounds	Justification	Explanation	Contact Information

Respondent 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 Respondent's Proposal. The Respondent 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 Respondent's submittal to request confidentiality or rejection of the Proposal as being non-responsive.*

**Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal.*

Company

RFP Number

RFP Title

Signature

Title

Date

ATTACHMENT 4: COST PROPOSAL FORM – REQUIRED

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 vendor.

Cost Proposal

Respondent’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, training and technical support.

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

Deliverable Item	Firm US Dollars
Licensing options, user fees	
Migration of data fees	
Materials, supplies, travel related expenses	
Installation/implementation fees	
Catalog subscription(s) fees	
Maintenance and/or technical support fees	
Training or administration fees	
Recurring fees	
All other costs not previously listed	
TOTAL COST:	

ATTACHMENT 5: RESPONSE CHECKLIST – REQUIRED

RFP REFERENCE SECTION	RESPONSE INCLUDED?		LOCATION OF RESPONSE
	Yes	No	
3. Five (5) Number of Copies of the Bid Proposal			
3. One (1) Public Copy with Confidential Information Excised			
3. Transmittal Letter			
3. Specifications			
3. Vendor Background Information			
3. Experience			
3. Personnel			
3. Terminations			
3. Acceptance of Terms and Conditions			
3. Certification Letter			
3. Authorization to Release Information			
3. Firm Proposal Terms			
4. Mandatory Specifications			
4. Scored Technical Specifications			
Attachment 1 – Certification Letter			
Attachment 2 – Authorization to Release Information Letter			
Attachment 3 – Form 22 – Request for Confidentiality			
Attachment 4 – Cost Proposal Form			

JUDICIAL BRANCH REVIEW (FOR IJB USE ONLY)

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

Issuing Officer Signature

Date

¹ IJB's acceptance of Respondent's submission should not be construed as IJB's approval of Respondent's request for confidentiality. Instead, acceptance of Respondent's submission simply means that IJB believes Respondent's Form 22 and Attachment #3 appears fully completed in accordance with the RFP.