

**REQUEST FOR PROPOSAL**

**RFP COVER SHEET**

**Administrative Information:**

|                                                                                                                                                                                                                                                                                                                                                                                     |                                                                        |                                              |                                                                                                     |                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|----------------------------------------------|-----------------------------------------------------------------------------------------------------|------------------|
| <b>TITLE OF RFP:</b>                                                                                                                                                                                                                                                                                                                                                                | State Wide Communication Trailers                                      |                                              | <b>RFP Number:</b>                                                                                  | RFP-583-2012-001 |
| <b>Agency:</b>                                                                                                                                                                                                                                                                                                                                                                      | Iowa Homeland Security and Emergency Management (HSEMD)                |                                              |                                                                                                     |                  |
| <b>State seeks to purchase:</b>                                                                                                                                                                                                                                                                                                                                                     | Communication equipment and services to three of the response trailers | <b>Available to Political Subdivisions?</b>  | yes                                                                                                 |                  |
| <b>Number of mos. or yrs. of the initial term of the contract:</b>                                                                                                                                                                                                                                                                                                                  | 6 months                                                               | <b>Number of possible annual extensions:</b> | 0                                                                                                   |                  |
| <b>Initial Contract term beginning:</b>                                                                                                                                                                                                                                                                                                                                             | March 16, 2012                                                         | <b>Ending:</b>                               | September 1, 2012                                                                                   |                  |
| <b>State Issuing Officer:</b> Terry Brown                                                                                                                                                                                                                                                                                                                                           |                                                                        |                                              |                                                                                                     |                  |
| <b>Phone:</b> 515-725-3203 <b>Fax:</b> 515-725-3260 <b>E-mail:</b> terry.brown@iowa.gov                                                                                                                                                                                                                                                                                             |                                                                        |                                              |                                                                                                     |                  |
| Mailing Address:<br>Iowa Homeland Security and<br>Emergency Management<br>Camp Dodge, Bldg. W-4<br>7105 NW 70 <sup>th</sup> Ave<br>Johnston, IA 50131-1824                                                                                                                                                                                                                          |                                                                        |                                              |                                                                                                     |                  |
| <b>PROCUREMENT TIMETABLE—Event or Action:</b>                                                                                                                                                                                                                                                                                                                                       |                                                                        |                                              | <b>Date/Time (Central Time):</b>                                                                    |                  |
| State Posts Notice of RFP on TSB website                                                                                                                                                                                                                                                                                                                                            |                                                                        |                                              | February 1, 2012                                                                                    |                  |
| State Issues RFP                                                                                                                                                                                                                                                                                                                                                                    |                                                                        |                                              | February 3, 2012                                                                                    |                  |
| Pre-Proposal Conference Location and Address:<br>Iowa Homeland Security and<br>Emergency Management<br>Camp Dodge, Bldg. W-4<br>7105 NW 70 <sup>th</sup> Ave<br>Johnston, IA 50131-1824<br>Attendance at Pre-Proposal Conference is not mandatory.<br>(If a map is needed, contact the Issuing Officer.)<br>Vendors must submit questions regarding the Pre-Proposal conference by: |                                                                        |                                              | February 16, 2012/9:30 A.M.                                                                         |                  |
| Follow-up RFP written questions, requests for clarification, and suggested changes from Contractors due (no questions accepted or responded to after this date:                                                                                                                                                                                                                     |                                                                        |                                              | February 20, 2012                                                                                   |                  |
| Proposals Due:                                                                                                                                                                                                                                                                                                                                                                      |                                                                        |                                              | February 24, 2012                                                                                   |                  |
| Anticipated Date to issue Notice of Intent to Award:                                                                                                                                                                                                                                                                                                                                |                                                                        |                                              | February 29, 2012/3:00 P.M.                                                                         |                  |
| Anticipated Date to execute contract:                                                                                                                                                                                                                                                                                                                                               |                                                                        |                                              | March 2, 2012                                                                                       |                  |
| <b>Relevant Websites:</b>                                                                                                                                                                                                                                                                                                                                                           |                                                                        |                                              | <b>Web-address:</b>                                                                                 |                  |
| Internet website where Addenda to this RFP will be posted:                                                                                                                                                                                                                                                                                                                          |                                                                        |                                              | <a href="http://bidopportunities.iowa.gov">http://bidopportunities.iowa.gov</a>                     |                  |
| Internet website where contract terms and conditions are posted:                                                                                                                                                                                                                                                                                                                    |                                                                        |                                              | <a href="http://das.gse.iowa.gov/terms_services.pdf">http://das.gse.iowa.gov/terms_services.pdf</a> |                  |
| Number of Copies of Proposals Required to be Submitted:                                                                                                                                                                                                                                                                                                                             |                                                                        |                                              | 1 Original, 1 Electronic, & 2 Copies                                                                |                  |
| <b>Firm Proposal Terms</b><br>Per Section 3.2.13, the minimum number of days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:                                                                                                                                                                  |                                                                        |                                              | 120 Days                                                                                            |                  |

## TABLE OF CONTENTS

|                                                                 |                                                            |
|-----------------------------------------------------------------|------------------------------------------------------------|
| <b>1 INTRODUCTION</b>                                           | <b>3 FORM AND CONTENT OF PROPOSALS</b>                     |
| 1.1 Purpose                                                     | 3.1 Instructions                                           |
| 1.2 Definitions                                                 | 3.2 Technical Proposal                                     |
| 1.3 Overview of the RFP Process                                 | 3.3 Cost Proposal                                          |
| 1.4 Background Information                                      |                                                            |
| <b>2 ADMINISTRATIVE INFORMATION</b>                             | <b>4 SPECIFICATIONS AND REQUIREMENTS</b>                   |
| 2.1 Issuing Officer                                             | 4.1 Overview                                               |
| 2.2 Restriction on Communication                                | 4.2 Mandatory (Pass/Fail) Requirements                     |
| 2.3 Downloading the RFP from the Internet                       | 4.3 Mandatory Scored Requirements                          |
| 2.4 Procurement Timetable                                       |                                                            |
| 2.5 Questions, Requests for Clarification and Suggested Changes | <b>5 EVALUATION AND SELECTION</b>                          |
| 2.6 Amendment to RFP                                            | 5.1 Introduction                                           |
| 2.7 Amendment and Withdrawal of Proposal                        | 5.2 Evaluation Committee                                   |
| 2.8 Submission of Proposals                                     | 5.3 Overview of Evaluation                                 |
| 2.9 Proposal Opening                                            | 5.4 Evaluation Criteria                                    |
| 2.10 Costs of Preparing the Proposal                            | 5.5 Cost                                                   |
| 2.11 No Commitment to Contract                                  |                                                            |
| 2.12 Rejection of Proposals                                     | <b>6 CONTRACTUAL TERMS AND CONDITIONS</b>                  |
| 2.13 Nonmaterial Variances                                      | 6.1 Contract Terms and Conditions                          |
| 2.14 Reference Checks                                           | 6.2 Contract Length                                        |
| 2.15 Information from Other Sources                             | 6.3 Insurance                                              |
| 2.16 Verification of Proposal Contents                          |                                                            |
| 2.17 Proposal Clarification Process                             | Attachment 1 – Certification Letter                        |
| 2.18 Disposition of Proposals                                   | Attachment 2 – Authorization to Release Information Letter |
| 2.19 Public Records and Requests for Confidential Treatment     | Attachment 3 – Check List of Submittals                    |
| 2.20 Copyright Permission                                       |                                                            |
| 2.21 Release of Claims                                          |                                                            |
| 2.22 Contractor Presentations                                   |                                                            |
| 2.23 Evaluation of Proposals Submitted                          |                                                            |
| 2.24 Award Notice and Acceptance Period                         |                                                            |
| 2.25 No Contract Rights until Execution                         |                                                            |
| 2.26 Choice of Law and Forum                                    |                                                            |
| 2.27 Restrictions on Gifts and Activities                       |                                                            |
| 2.28 No Minimum Guaranteed                                      |                                                            |
| 2.29 Appeals                                                    |                                                            |

## SECTION 1 INTRODUCTION

### 1.1 Purpose

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

### 1.2 Definitions

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

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

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

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

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

**1.2.5 “Responsible Contractor”** means a Contractor that has the capability in all respects to perform the requirements 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.

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

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

**1.2.8 “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 on CD-ROM. 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 6, Evaluation and Selection.

#### **1.4 Background Information**

Currently, there are three single axle enclosed trailers with a built in tower attached to each trailer, owned by State of Iowa Homeland Security and Emergency Management. These trailers are to be designed and equip for communications in the case of a major incidents and public events throughout the state. It may also be used during some of the interoperability issues among all public safety personnel at major incidents. With these three trailers they will be similar to each other on the basic items we will ask for, but there will be different radios. The different radios could be Dual Band VHF, Dual Band UHF, and Quad Band.

Items that will need to be installed in each trailer:

- Heater and air condition unit.
- Generator with at least a two day running gas tank attached to trailer.
- All indoor and outdoor power outlets.
- All work surfaces, storage cabinets, and selves.
- All IT and communication cables and connections.
- Wireless capabilities.
- All handhelds, repeaters, cross band interconnection, tower antennas, storage racks.
- Training and manuals.

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|--------------------------------------------------|
| <b>SECTION 2      ADMINISTRATIVE INFORMATION</b> |
|--------------------------------------------------|

**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 and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/>. The Contractor is advised to check the website periodically for addenda to this RFP, particularly if the Contractor downloaded the RFP from the Internet as the Contractor may not automatically receive addenda. It is the Contractor's sole responsibility to check daily for addenda to posted documents.

**2.4 Procurement Timetable**

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

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

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

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

## **2.6 Amendment to the RFP**

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

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

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

## **2.8 Submission of Proposals**

The Agency must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Proposals Due" date listed on the RFP cover sheet. **This is a mandatory requirement 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. Proposals that fail to meet the mandatory requirements of the RFP will be rejected. Oral information provided by the Contractor shall not be considered part of the Contractor's Proposal unless it is reduced to writing.

## **2.9 Proposal Opening**

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

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

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

## **2.11 No commitment to Contract**

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

## **2.12 Rejection of Proposals**

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

- 2.12.1** The Contractor fails to deliver the cost proposal in a separate envelope.
- 2.12.2** The Contractor acknowledges that a mandatory requirement of the RFP cannot be met.
- 2.12.3** The Contractor's Proposal changes a material requirement of the RFP or the Proposal is not compliant with the mandatory requirements of the RFP.
- 2.12.4** The Contractor's Proposal limits the rights of the Agency.
- 2.12.5** The Contractor fails to include information necessary to substantiate that it will be able to meet a requirement of the RFP as provided in Section 3 of the RFP.
- 2.12.6** The Contractor fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Contractor fails to include proposal security, if required.
- 2.12.8** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9** The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.
- 2.12.10** The Contractor initiates unauthorized contact regarding the RFP with state employees.
- 2.12.11** The Contractor provides misleading or inaccurate responses.
- 2.12.12** The Contractor's Proposal is materially unbalanced.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsive Contractor.
- 2.12.14** The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

## **2.13 Nonmaterial Variances**

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to: minor failures to comply that do not affect overall responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Contractors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the requirements of the RFP. In the event

the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Contractor from full compliance with RFP specifications or other Contract requirements if the Contractor is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

**2.14 Reference Checks**

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

**2.15 Information from Other Sources**

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

**2.16 Verification of Proposal Contents**

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

**2.17 Proposal Clarification Process**

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

**2.18 Disposition of Proposals**

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

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

The Agency will treat all information submitted by a Contractor as public records unless the Contractor properly requests that specific parts of the Proposal be treated as confidential at the time of submitting the Proposal. 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 as required to comply with Chapter 22 or other applicable law.

Any request for confidential treatment of specific information must be included in the transmittal letter with the Contractor's Proposal. In addition, the Contractor must enumerate the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. Pricing information cannot be considered confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Contractor to respond to any inquiries by the Agency concerning the confidential status of the materials.

Any Proposal submitted which contains information for which Contractor is requesting Confidential treatment must be conspicuously marked by the Contractor on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. **Failure to properly identify specific information as confidential shall relieve Agency or State personnel from any responsibility if confidential information is viewed by the public or a competitor, or is in any way released. If Contractor identifies its entire Proposal as confidential, the Agency may reject the Proposal as non-responsive.**

If the Contractor designates any portion of its Proposal as confidential, the Contractor must submit a copy labeled "Public Copy" from which the confidential information has been excised. This excised copy 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.

If Agency receives a request for information that includes information Contractor has marked as confidential, Agency will give written notice to the Contractor at least seven calendar days prior to the release of the information to allow the Contractor to seek injunctive relief pursuant to *Section 22.8* of the *Iowa Code*. After seven calendar days, the Agency will release the information marked confidential unless a court of competent jurisdiction determines the information is confidential under *Iowa Code Chapter 22* or other applicable law.

The Contractor's failure to request confidential treatment of material will be deemed a waiver of any right to confidentiality the Contractor may have had.

## **2.20 Copyright Permission**

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

## **2.21 Release of Claims**

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

**2.22 Contractor Presentations**

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

**2.23 Evaluation of Proposals Submitted**

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

**2.24 Award Notice and Acceptance Period**

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

**2.25 No Contract Rights until Execution**

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

**2.26 Choice of Law and Forum**

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

**2.27 Restrictions on Gifts and Activities**

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

**2.28 No Minimum Guaranteed**

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

**2.29 Appeals**

A contractor whose proposal has been timely filed and who is aggrieved by the award of the department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 105.20, Iowa Administrative Code) to: The Director of the Department of

Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the issuing officer. The notice must be filed within five days of the date of the Intent to Award notice issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.0137. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and / or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful contractor.

**2.30 Pre-Proposal Conference**

If the RFP cover sheet indicates a pre-proposal conference will be held in conjunction with this RFP, it will be held at the date, time, and location listed on the RFP cover sheet. The purpose of the pre-proposal conference is to discuss with prospective Contractors the work to be performed and allow prospective Contractors an opportunity to ask questions regarding the RFP. Oral discussions at the pre-proposal conference shall not be considered part of the RFP unless confirmed in writing by the Agency and incorporated into this RFP. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. A copy of the questions and answers will be sent to Contractors who submit a letter of intent to bid and will be posted in the form of an addendum at: <http://bidopportunities.iowa.gov/>.

|                                                     |
|-----------------------------------------------------|
| <b>SECTION 3      FORM AND CONTENT OF PROPOSALS</b> |
|-----------------------------------------------------|

**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 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 separate sealed envelopes. 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: RFP – 583 – 2012 - 001**  
**RFP Title: State Wide Communication Trailers**  
**Terry Brown**  
**Iowa Homeland Security and**  
**Emergency Management**  
**Camp Dodge, Bldg. W-4**  
**7105 NW 70<sup>th</sup> Ave**  
**Johnston, IA 50131-1824**

*[Contractor's Name and Address]*

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

- 3.1.2**    1 Original, 1 Electronic, & 2 Copies of both parts of the Proposal, each in a sealed envelope, shall be timely submitted to the Issuing Officer.
- 3.1.3**    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".
- 3.1.4**    Proposals shall not contain promotional or display materials.
- 3.1.5**    Attachments shall be referenced in the Proposal.
- 3.1.6**    If a Contractor proposes more than one solution to the RFP requirements, each shall be labeled and submitted separately and each will be evaluated separately.

**3.2      Technical Proposal**

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

**Supplement 1 - Transmittal Letter (Required)**

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

**Supplement 2 - 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:

- 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.
- An overview of the Contractor's plans for complying with the requirements of this RFP.
- Any other summary information the Contractor deems to be pertinent.

**Supplement 3 - 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 120 days following the deadline for submitting Proposals.

**Supplement 4 - Contractor Background Information**

The Contractor shall provide the following general background information:

- Does your state have a preference for instate Contractors? Yes or No. If yes, please include the details of the preference.
- 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.
- Form of business entity, i.e., corporation, partnership, proprietorship, or LLC.
- State of incorporation, state of formation, or state of organization.
- 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.
- Number of employees.
- Type of business.
- Name, address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 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.
- Contractor's accounting firm.
- Awarded Contractor will be required to register to do business in Iowa before payments can be made.
- For Contractor registration documents, go to:  
[http://das.gse.iowa.gov/procurement/vendor\\_reg.html](http://das.gse.iowa.gov/procurement/vendor_reg.html)

**Supplement 5 - Experience**

The Contractor must provide the following information regarding its experience:

- Number of years in business.
- Number of years of experience with providing the types of services sought by the RFP.
- The level of technical experience in providing the types of services sought by the RFP.

- 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.
- 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.

**Supplement 6 - Financial Information**

The Contractor must provide the following financial information:

- Audited financial statements for the last 3 years.
- A minimum of three (3) financial references.

**Supplement 7 - Termination, Litigation, and Debarment**

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

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

**Supplement 8 - Criminal History and Background Investigation**

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

**Supplement 9 - Acceptance of Terms and Conditions**

The Contractor shall specifically agree that by submitting the Proposal, the Contractor is accepting all terms and conditions stated in the RFP. However, if the Contractor objects to any term or condition, the Contractor must specifically refer to the RFP page and section number and provide the reason for the objection. Objections or responses that materially alter the RFP may be deemed non-responsive and result in rejection of the Proposal.

**Supplement 10 - Certification Letter**

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

**Supplement 11 - Authorization to Release Information**

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

**Supplement 12 - Specifications and Technical Requirements**

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

**Supplement 13 – Proposed Solution**

Provide detailed description of proposed solution to include any and all available and anticipated features and abilities of the system. Include information about the following:

- Backup Power Capabilities
- Communication Capacity Capabilities
- Communication Control Capabilities
- Communication Features
- Communication-processing Software Features
- Wireless Capabilities
- Protocols
- Reporting Capabilities
- Security Capabilities
- System Availability Statistics

**Supplement 14 – Equipment Description**

Bidders shall provide detailed list(s) of the equipment to be provided for this contract.

**Supplement 15 – Implementation Plan**

Describe recommended implementation strategy including on-site coordination and support services, best practice consulting options and professional services. Identify any third party vendors involved in Contractor's implementation strategy and describe these relationships. Describe the skills and time required by State of Iowa personnel for initial installation and implementation of the proposed system (on-premise solution). Provide an estimate of State of Iowa staff time required to complete the installation. Describe the documentation provided with the product along with applicable costs for any additional documentation. Please describe Contractor's experience with installations similar in size. Please provide an implementation schedule, based on weekly milestones (not dates).

**Supplement 16 – Options**

Provide detailed information for any optional items that may be available. (Include costs for these items in the Cost Proposal)

**Supplement 17 - Service and Maintenance**

Provide detailed information on your customer service program and maintenance plans. Include response times and the access to and timeliness of service engineers.

**Supplement 18 - Warranty**

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

**3.3 Cost Proposal**

The Contractor shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services. All prices are quoted pursuant to the terms and conditions of this RFP. Contractor's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices) for the proposed services. All pricing to be FOB Destination, freight cost, and all expenses included; and based on Net 60 Days Payment Terms. Cost proposals must include the following:

- Provide any one time and recurring costs for system. Recurring costs are to be for a 2 year period to cover initial term and extensions to contract.
- Equipment costs.
- Any other costs associated with proposed system.
- Pricing for options.

**3.3.1 Payment Terms**

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

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

**4.1 Overview**

The successful Contractor shall provide the goods and/or services to Agency and other agencies using the Contract in accordance with the specifications and technical requirements as provided in this Section. The Contractor shall address each requirement in this Section and indicate whether or not it will comply with the requirement. 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 requirement. Proposals must address each requirement. Merely repeating the requirements may be considered non-responsive and may disqualify the Contractor. Proposals must identify any deviations from the requirements of this RFP or requirements the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the requirement(s) of this section, the Agency may reject the Proposal.

There are two types of requirement addressed in these specifications:

- **Mandatory (pass/fail) Requirements:** A Contractor must be able to satisfy all these requirements to be deemed a Responsible Contractor.
- **Scored Requirements:** Proposals which pass the Mandatory Requirements review will be reviewed by the evaluation committee and scored in accordance with the evaluation criteria described in Section 5. Compliance with the Scored Requirements is also mandatory.

**4.2 Mandatory (Pass/Fail) Technical Requirements**

All items listed in this section are Mandatory Requirements. A pass/fail evaluation will be utilized for these requirements. Contractors must indicate either **“yes”** or **“no”** to each requirement in their Proposals and provide an explanation as to how the requirement is met. By indicating **“yes”** a Contractor agrees that it shall comply with that requirement throughout the full term of the Contract, if the Contractor is successful. In addition, if specified by the requirements or if the context otherwise requires, the Contractor shall provide references and/or supportive materials to verify the Contractor’s compliance with the requirement. The Agency shall have the right to determine whether the supportive information and materials submitted by the Contractor demonstrate that the Contractor will be able to comply with the Mandatory Requirements. If the Agency determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Requirements, the Agency may reject the Proposal.

**4.3 Mandatory Scored Requirements**

All items listed below are Scored Requirements. All requirements must be met; they will be evaluated and scored by the evaluation committee in accordance with Section 5.

#### 4.3.1 Trailer System Requirements

The trailer system provided by the Contractor shall have the following capabilities:

|                | West                                                                                                                                                                                                                                                                                 | Central                                                                                                                                                                                                                                                                               | East                                                                                                                                                                                                                                              |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Handhelds      | Dual Band (VHF, 700/800) (10% of cache<br>VHF (90% of cache)<br>Radio programming software and programming cables<br>1 for 1 battery swap for all radios<br>adequate charging capacity<br>exchange of all batteries after five years<br>Mobile base unit with transmitter in trailer | Dual Band (UHF, 700/800) (10% of cache)<br>UHF (90% of cache)<br>Radio programming software and programming cables<br>1 for 1 battery swap for all radios<br>adequate charging capacity<br>exchange of all batteries after five years<br>Mobile base unit with transmitter in trailer | Quad Band (100% of cache)<br>Radio programming software and programming cables<br>1 for 1 battery swap for all radios<br>adequate charging capacity<br>exchange of all batteries after five years<br>Mobile base unit with transmitter in trailer |
| Handheld Specs | P-25 Digital Voice Enabled<br>P-25 Phase 2 Trucking Enabled<br>Water/Moisture Resistant, if not submersible<br>Nylon Belt Holsters for all radios                                                                                                                                    | P-25 Digital Voice Enabled<br>P-25 Phase 2 Trucking Enabled<br>Water/Moisture Resistant, if not submersible<br>Nylon Belt Holsters for all radios                                                                                                                                     | P-25 Digital Voice Enabled<br>P-25 Phase 2 Trucking Enabled<br>Water/Moisture Resistant, if not submersible<br>Nylon Belt Holsters for all radios                                                                                                 |
| Repeater       | VHF, 1 NPSPAC Interop Channel<br>Repeater programming software and programming cables                                                                                                                                                                                                | UHF, 1 Interop Channel<br>700/800, 1 NPSPAC Interop Channel<br>Repeater programming software and programming cables                                                                                                                                                                   | 700/800, 1 NPSPAC Interop Channel<br>Repeater programming software and programming cables                                                                                                                                                         |

|                            |                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Cross Band Interconnection | Cross band switch to interconnect up to 12 unique channels<br>Software for programming switch<br>Connecting cabling                                                                                                                                                                                                                                               | Cross band switch to interconnect up to 12 unique channels<br>Software for programming switch<br>Connecting cabling                                                                                                                                                                                                                                               | Cross band switch to interconnect up to 12 unique channels<br>Software for programming switch<br>Connecting cabling                                                                                                                                                                                                                                               |
| Generator                  | Sized to need plus additional 20% for future needs<br>Shore Power inlet<br>Transfer switch<br>Sufficient fuel capacity to operate for 48 hours<br>Uninterrupted power supply with capability to filter the power supplies<br>Additional AC outlets in interior and exterior of trailer<br>Fully Enclosed with adequate ventilation<br>Breaker panel sized to need | Sized to need plus additional 20% for future needs<br>Shore Power inlet<br>Transfer switch<br>Sufficient fuel capacity to operate for 48 hours<br>Uninterrupted power supply with capability to filter the power supplies<br>Additional AC outlets in interior and exterior of trailer<br>Fully Enclosed with adequate ventilation<br>Breaker panel sized to need | Sized to need plus additional 20% for future needs<br>Shore Power inlet<br>Transfer switch<br>Sufficient fuel capacity to operate for 48 hours<br>Uninterrupted power supply with capability to filter the power supplies<br>Additional AC outlets in interior and exterior of trailer<br>Fully Enclosed with adequate ventilation<br>Breaker panel sized to need |
| Air Conditioning / Heating | To maintain temperature in accordance with radio equipment specifications                                                                                                                                                                                                                                                                                         | To maintain temperature in accordance with radio equipment specifications                                                                                                                                                                                                                                                                                         | To maintain temperature in accordance with radio equipment specifications                                                                                                                                                                                                                                                                                         |
| Tower Accessories          | All associated antennas and cabling to include cable management                                                                                                                                                                                                                                                                                                   | All associated antennas and cabling to include cable management                                                                                                                                                                                                                                                                                                   | All associated antennas and cabling to include cable management                                                                                                                                                                                                                                                                                                   |

|                   |                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                 |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Racks and Storage | <p>Adequate rack and storage space installed by vendor for all equipment</p> <p>adequate storage capacity for radios within trailer</p> <p>adequate workspace for one technician</p>                                                                                                                                                            | <p>Adequate rack and storage space installed by vendor for all equipment</p> <p>adequate storage capacity for radios within trailer</p> <p>adequate workspace for one technician</p>                                                                                                                                                            | <p>Adequate rack and storage space installed by vendor for all equipment</p> <p>adequate storage capacity for radios within trailer</p> <p>adequate workspace for one technician</p>                                                                                                                                                            |
| Training/ Manuals | <p>2 separate train the trainer courses for all equipment and software</p> <p>In depth manuals for all equipment and software</p> <p>Quick sheets for all equipment and software.</p> <p>Quick sheets for radio users</p> <p>All documents in searchable PDF format available on CD</p> <p>All electrical and communication wiring diagrams</p> | <p>2 separate train the trainer courses for all equipment and software</p> <p>In depth manuals for all equipment and software</p> <p>Quick sheets for all equipment and software.</p> <p>Quick sheets for radio users</p> <p>All documents in searchable PDF format available on CD</p> <p>All electrical and communication wiring diagrams</p> | <p>2 separate train the trainer courses for all equipment and software</p> <p>In depth manuals for all equipment and software</p> <p>Quick sheets for all equipment and software.</p> <p>Quick sheets for radio users</p> <p>All documents in searchable PDF format available on CD</p> <p>All electrical and communication wiring diagrams</p> |
| Cell phone        | <p>Cell booster Antenna, all bands</p>                                                                                                                                                                                                                                                                                                          | <p>Cell booster Antenna, all bands</p>                                                                                                                                                                                                                                                                                                          | <p>Cell booster Antenna, all bands</p>                                                                                                                                                                                                                                                                                                          |
| Technician kit    | <p>Technician's kit to adequately service all onboard equipment</p>                                                                                                                                                                                                                                                                             | <p>Technician's kit to adequately service all onboard equipment</p>                                                                                                                                                                                                                                                                             | <p>Technician's kit to adequately service all onboard equipment</p>                                                                                                                                                                                                                                                                             |

#### **4.3.2 Implementation**

Upon award of a Contract for services the Agency shall negotiate an implementation schedule with the successful Contractor.

#### **4.3.3 Installation**

Installation of any equipment and/or software shall be the Contractor's responsibility and expense, as will be the removal of such equipment and/or software upon completion of the contract or cancellation of the contract. The Contractor shall be responsible for all Contractor-owned equipment. The risk of loss and/or damage to Contractor-owned equipment and/or software shall be fully assumed by the Contractor at all times pertinent to the contract.

#### **4.3.4 Post Delivery Documentation**

Contractor is to provide the following documentation upon completion of installation:

- Electronic Schematics – Current and accurate set of electronic schematics and system interface documentation.
- Drawings and Documentation – Current and accurate mechanical and optical drawings. The schematics will be consistent and coherent in the use of symbols and abbreviations. The documentation will include descriptions of the system and sub-assemblies rather than simple wiring diagrams. These drawings shall include detailed schematics.
- Operator Instructions - Written operator instructions for the operation of the system, all sub-unit assemblies, and software routines.
- Service Manuals - Current and accurate service manuals are to be provided with the system.

#### **4.3.5 Warranty**

Minimum of 5 year warranty on system to include hardware.

#### **4.3.6 Maintenance and Support Services**

**4.3.6.1** Facility will perform operational maintenance to the system to include assignment of communication lines, backup, etc.

**4.3.6.2** Contractor will provide preventative maintenance and inspection on a bi-annual basis.

**4.3.6.3** Contractor will provide same day response time on system issues and outages.

#### **4.3.7 Training**

Contractor will provide general user training on communication equipment and administrator training in regards to the operating system.

|                                                |
|------------------------------------------------|
| <b>SECTION 5      EVALUATION AND SELECTION</b> |
|------------------------------------------------|

**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 the Contract whose Responsive Proposal the Agency believes will provide the best value to the State.

**5.2 Evaluation Committee**

The Agency intends to 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.

**5.3 Overview of Evaluation**

All Technical Proposals will be first evaluated to determine if they comply with the Mandatory Requirements and Scored Requirements described in Section 4.2 and 4.3 and meet the minimum score as provided in this section. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Contractors in accordance with this Section. To be deemed a Responsible Contractor and 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 Requirements in that section and
- obtain a minimum score of 45 for the Content and Technical Criteria.
- After the Technical Proposals are scored, the evaluation committee will open and score the Cost Proposals.

**5.4 Evaluation Criteria**

Evaluation of Proposals will be based on the following criteria, which are not listed in any particular order of importance.

Maximum score possible: 1000

**5.4.1 Content and Technical Criteria (600 points)**

1. Experience and demonstrated ability to perform services offered in this proposal.
2. Contractor’s compliance to terms and conditions of this RFP.
3. Response to Specifications and Technical Requirements.
4. Abilities of proposed solution.
5. Proposed equipment.
6. Implementation plan.
7. Options for proposed solution.
8. Service, maintenance, and warranty.

**5.4.2 Cost (400 Points)**

Up to an additional 30% of all available points will be awarded based on Cost. To assist the agency in evaluating, Cost Proposals may be evaluated and points awarded as follows. The Cost Proposals will remain sealed during the evaluation of the Technical Proposal and any Bidder Demonstration. Only prospective contractors that meet all of the required features will be considered during the cost evaluation phase of the review process. The compliant prospective contractor’s technical points will be added to the

cost points, to obtain the total points awarded for the proposal. The Cost Proposals will be ranked from cheapest to the most expensive. The cheapest shall receive the maximum number of points available in this section. To determine the number of points to be awarded all other Cost Proposals, the cheapest bid will be used in all cases as the numerator. Each of the other bids will be used as the denominator. The percentage will then be multiplied by the maximum number of points and the resulting number will be the cost points awarded to other compliant contractors. Percentages and points will be rounded to the nearest whole value.

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

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

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

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

## SECTION 6 CONTRACTUAL TERMS AND CONDITIONS

### **6.1 Contract Terms and Conditions**

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the contract terms and conditions contained at the web-address indicated on the RFP cover sheet, the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Contractor to the provisions or terms and conditions of the RFP shall be incorporated into the Contract unless Agency has explicitly accepted the Contractor's objection or amendment in writing.

The contract terms and conditions contained at the web-address indicated on the RFP cover sheet will be incorporated into the Contract. The contract terms and conditions may be supplemented at the time of contract execution and are provided to enable Contractors to better evaluate the costs associated with the RFP requirements and the Contract. All costs associated with complying with these requirements should be included in any pricing quoted by the Contractor.

By submitting a Proposal, each Contractor acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in its Proposal. If a Contractor takes exception to a provision, it must state the reason for the exception and set forth in its Proposal the specific RFP or contract language it proposes to include in place of the provision. Exceptions that materially change the contract terms and conditions or the requirements of the RFP may be deemed non-responsive by the Agency, in its sole discretion, resulting in possible rejection of the Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Contractor or to negotiate Contract terms with the successful Contractor if the best interests of the State would be served.

### **6.2 Contract Length**

The term of the Contract will begin and end on the dates indicated on the RFP cover sheet. The Agency shall have the sole option to renew the Contract upon the same or more favorable terms and conditions for up to the number of annual extensions identified on the RFP cover sheet.

### **6.3 Insurance**

The Contract will require the successful Contractor to maintain insurance coverage(s) of the type and in the minimum amounts set forth below.

**6.3.1** Contractor shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Agency, insurance covering its work of the type and in amounts required by this Contract. Contractor's insurance shall, among other things, insure against any loss or damage resulting from or related to Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Contract shall: (i) be subject to the approval of the Agency; (ii) remain in full force and effect for the entire term of this Contract; and (iii) not be canceled, reduced or changed without the Agency's prior written consent. The State of Iowa and the Agency 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 and the Iowa Department of Administrative Services are named as additional insured, and that the coverage afforded to the State of Iowa and the Iowa Department of Administrative Services under this policy shall be primary insurance. If the State of Iowa or the Iowa Department of Administrative Services has other insurance which 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.” Unless otherwise requested by the Agency, Contractor shall cause to be issued insurance policies with the coverages set forth below:

**6.3.2 Type of Insurance**

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

**6.3.3 Claims Provision**

All insurance policies required by this Contract 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.

**6.3.4 Certificates of Coverage**

At the time of execution of this Contract, Contractor shall deliver to the Agency 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 this Contract, certifying that the State of Iowa and the Iowa Department of Administrative Services are named as 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 Agency. All certificates of insurance shall be subject to approval by the

Agency. The Contractor shall simultaneously with the delivery of the certificates deliver to the Agency one duplicate original of each insurance policy.

**6.3.5 Liability of Contractor**

Acceptance of the insurance certificates by the Agency shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Agency for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under Section 6 of this Contract.

**6.3.6 Waiver of Subrogation Rights**

Contractor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Agency or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Agency.

**6.3.7 Filing of Claims**

In the event either the Agency or the State suffers a loss and is unable to file a claim under any policy of insurance required under this Contract, the Contractor shall, at the Agency's request, immediately file a proper claim under such policy. Contractor will provide the Agency with proof of filing of any such claim and keep the Agency 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 Agency and the State. Contractor shall pay to the Agency and the State any insurance proceeds or payments it receives in connection with any such claim immediately upon Contractor's receipt of such proceeds or payments.

**6.3.8 Proceeds**

In the event the Agency or the State suffers a loss that may be covered under any of the insurance policies required under Section 6, 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 Agency and/or the State have fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Contractor hereby assigns to the Agency and the State 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 Contract.

**6.4 Invoicing**

The Contractor shall submit, on a monthly basis, an invoice for services rendered in accordance with this Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The Agency shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514. The Agency may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514; however, an election to pay in less than sixty (60) days shall not act as an implied waiver of the provisions of 8A.514.

**6.4.1** Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any goods or services provided by or on behalf of the Contractor under this Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract.

**6.4.2** State agencies will make payments according to Department of Revenue Accounting Policies and Procedures 230.250. These procedures require that State agencies shall pay their claims in a timely manner and that claims that remain unpaid after 60 days following the receipt of the claim or satisfactory delivery of the service, whichever is later, is subject to the payment of interest.

**6.5 Delay of Payment Due to Contractor's Failure**

If the Agency in good faith determines that the Contractor has failed to perform or deliver any service or product as required by this Contract, the Contractor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the Agency may withhold that portion of the Contractor's compensation, which represents payment for service or product that was not performed or delivered.

**6.6 Set-Off Against Sums Owed by the Contractor**

In the event that the Contractor owes the State any sum under the terms of this Contract, any other Contract, pursuant to any judgment, or pursuant to any lack the State may set off the sum owed to the State against any sum owed by the State to the Contractor in the State's sole discretion, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under the law of setoff.

**Attachment #1  
Certification Letter**

(Date) \_\_\_\_\_

Terry Brown, Issuing Officer  
Iowa Homeland Security and  
Emergency Management  
Camp Dodge, Bldg. W-4  
7105 NW 70<sup>th</sup> Ave  
Johnston, IA 50131-1824

Re: Request for Proposal Number RFP-583-2012-001- PROPOSAL CERTIFICATIONS

Dear Terry:

I certify that the contents of the Proposal submitted on behalf of **(Name of Contractor)** in response to **Iowa Homeland Security and Emergency Management** for Request for Proposal Number RFP-583-2012-001 for communication equipment for trailers 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**

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**

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 422*; 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(44) and (44)*.

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**

(Date) \_\_\_\_\_

Terry Brown, Issuing Officer  
Iowa Homeland Security and  
Emergency Management  
Camp Dodge, Bldg. W-4  
7105 NW 70<sup>th</sup> Ave  
Johnston, IA 50131-1824

Re: Request for Proposal Number RFP-583-2012-001- AUTHORIZATION TO RELEASE INFORMATION

Dear Terry:

**(Name of Contractor)** hereby authorizes the **Iowa Homeland Security and Emergency Management** ("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 Request for Proposal (RFP) Number RFP-583-2012-001.

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  
Requirements Check List**

| RFP REFERENCE SECTION                                                                   | RESPONSE INCLUDED |    |
|-----------------------------------------------------------------------------------------|-------------------|----|
|                                                                                         | Yes               | No |
| One (1) original, two (2) copies of the Bid Proposal and One (1) electronic copy on CD. |                   |    |
| One (1) Public Copy with Confidential Information Excised (optional)                    |                   |    |
|                                                                                         |                   |    |
| <b>Technical Proposal</b>                                                               |                   |    |
| Supplement 1 - Transmittal Letter                                                       |                   |    |
| Supplement 2 - Executive Summary                                                        |                   |    |
| Supplement 3 - Firm Proposal Terms                                                      |                   |    |
| Supplement 4 - Contractor Background Information                                        |                   |    |
| Supplement 5 - Experience                                                               |                   |    |
| Supplement 6 - Financial Information                                                    |                   |    |
| Supplement 7 - Termination, Litigation, and Debarment                                   |                   |    |
| Supplement 8 - Criminal History and Background Investigation                            |                   |    |
| Supplement 9 - Acceptance of Terms and Conditions                                       |                   |    |
| Supplement 10 - Certification Letter                                                    |                   |    |
| Supplement 11 - Authorization to Release Information                                    |                   |    |
| Supplement 12 - Specifications and Technical Requirements                               |                   |    |
| Supplement 13 - Proposed Solution                                                       |                   |    |
| Supplement 14 - Equipment Description                                                   |                   |    |
| Supplement 15 - Implementation Plan                                                     |                   |    |
| Supplement 16 - Options                                                                 |                   |    |
| Supplement 17 - Service and Maintenance                                                 |                   |    |
| Supplement 18 - Warranty                                                                |                   |    |
| <b>Cost Proposal</b>                                                                    |                   |    |