

STATE OF IOWA**REQUEST FOR BID****COVER SHEET**

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Title Of RFB:	Online Developmental Literacy Program		
RFB No.:	0224-281-01		
Agency:	Iowa Department of Management		
State seeks to purchase:	Online Developmental Literacy Instructional Materials/Program		
Available to Political Subdivisions?	YES, including state and local governments and non-profit organizations as long as permissible under law, and the resultant contracts may be made available to other states through cooperative purchasing entities.		
Number of <u>mos.</u> or <u>yrs.</u> of the initial term of the contract:	1	Number of possible annual extensions:	0
Anticipated initial Contract term start date:	5/31/2024	Anticipated initial Contract term end date:	5/30/2025
State Issuing Officer:			
Name: Mike Nolan			
Phone e-Mail and Fax: Mike.Nolan@iowa.gov 515-954-5458			
Mailing Address: Department of Management Division of Information Technology Attn: Mike Nolan 200 E. Grand Ave. Des Moines, Iowa 50309			
PROCUREMENT TIMETABLE —There are no exceptions to any deadlines for Respondents; however, the Agency reserves the right to change the dates/times, in its sole discretion.			
Event or Action:		Date/Time (Central Time):	
State Posts Notice of RFB on TSB website		4/9/2024	
State Issues RFB to Bid Opportunities website		4/11/2024	
Respondent's written questions, requests for clarification, and suggested changes due:		4/19/2024 at 4:00 p.m.	
Agency's written response to RFB questions, requests for clarifications, and suggested changes due:		4/25/2024	
Bids Due:		4/30/2024 at 4:00 p.m.	
Anticipated Date to issue Notice of Intent to Award:		5/1/2024	

Anticipated Date to execute Contract:		5/26/2024
Important Websites:	URL:	
Website where any Amendments/Addenda to this RFB will be posted:	https://dom.iowa.gov/state-government/information-technology/vendors-procurement/open-it-bid-opportunities/digital-literacy-program-rfb	
Location where contract terms and conditions may be found:	https://dom.iowa.gov/state-government/information-technology/vendors-procurement/open-it-bid-opportunities/digital-literacy-program-rfb	
Key Requirements:		
Number of Copies of Bids Required to be Submitted:	1 Digital copy ; and if seeking confidential treatment of part of the bid, 1 digital “Public Copy” with redactions permanently made to the confidential portions.	

Section 1 - Introduction

1.1 Purpose

The purpose of this Request for Bids (RFB) is to solicit bids from qualified Bidders to provide the goods and/or services identified on the RFB cover sheet and described further in Section 4 of this RFB to the Lead Agency and any Participating Agencies identified on the RFB cover sheet. The Lead Agency intends to award a contract(s) beginning and ending on the dates listed on the RFB cover sheet, and the Lead Agency may extend the contract(s) for up to the number of annual extensions identified on the RFB cover sheet at the sole discretion of the Lead Agency. Any contract(s) resulting from the RFB shall not be an exclusive contract.

1.2 Definitions

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

“Bid” means the Bidder’s bid submitted in response to the RFB.

“Bidder” or “Contractor” means (as the context requires) either vendors submitting Bids in response to this RFB or the provider of the goods and services under the Resulting Contract.

“Buyer” means the individual state agency or political subdivision making a purchase pursuant to the resulting Contract.

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

“Lead Agency” means the agency that is the chief coordinator and issuer of the RFB. The lead agency will also execute the resulting Contract.

“Participating Agency” or “Participating Agencies” means the agency or agencies that decides to utilize the resulting Contract.

“Public Entities” means cities, counties, and educational institutions.

“Purchase Instrument” means the documentation issued by the State to the Bidder for a purchase of goods and/or services in accordance with the terms and conditions of the Contract. It may include an identification of the items to be purchased, the delivery date and location, the address where the Bidder should submit the invoices, and any other requirements deemed necessary by the State. Any pre-printed contract terms and conditions included on Bidder’s forms or invoices shall be null and void.

“Responsible Bidder” means a Bidder that has the capability in all respects to perform the requirements of the Resulting Contract. In determining whether a Bidder is a Responsible Bidder, the Lead Agency may consider various factors including, but not limited to, the Bidder’s competence and qualifications to provide the goods or services requested, the Bidder’s integrity and reliability, the past performance of the Bidder relative to the quality of the goods or services

offered by the Bidder, the proposed terms of delivery, and the best interest of the Lead Agency and Participating Agencies.

“Responsive Bid” means a Bid that complies with each of the provisions of this RFB.

“RFB” means this Request for Bids and any addenda hereto.

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

1.3 **Overview of the RFB Process**

Bidders will be required to submit their Bid packages in hardcopy and on digital media (USB drive). It is the Lead Agency’s intention to evaluate Bids from all Responsible Bidders that submit timely Responsive Bids, and award the contract(s) in accordance with Section 5, Evaluation and Selection.

This RFB is designed to provide Bidders with the information necessary for the preparation of competitive Bids. The RFB process is for the Lead Agency’s and Participating Agencies’ benefit and is intended to provide the Lead Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

Under Iowa Code chapter 8B, the Department of Management, Division of Information Technology (“DOM”) has authority to establish information technology and cybersecurity policies applicable to the State enterprise. In addition, DOM has authority to enter into master agreements for information technology goods and services. Such master IT contracts can then be made available to any element of state or local government within the State of Iowa. This RFB process may result in the resultant contracts being made available through multi-state cooperatives such as NASPO ValuePoint available through the National Association of State Procurement Officials. <https://www.naspovaluepoint.org/>.

1.4 **Background Information**

Schools and community agencies across Iowa have traditionally offered summer school. The purpose of the summer school may vary. The Iowa Department of Education plans to provide a reading component for summer schools that is technology-based and aligned to the science of reading.

The Department of Education is seeking to purchase a technology-based program that offers online, interactive developmental literacy instructional materials for use by Iowa public school students. Program content will target students in grades K-5. Content/services will be independently administered by Iowa’s 327 public school districts, serving an estimated population of up to 200,000 students.

The Department of Education is seeking to purchase an Online Developmental Literacy Program. The Iowa Department of Education will select a vendor to provide online developmental literacy instruction for students enrolled in summer school programs throughout the State of Iowa through this request for bid process.

Section 2 - Administrative Information

2.1 Issuing Officer

The Issuing Officer identified in the RFB cover sheet is the sole point of contact regarding the RFB from the date of issuance until selection of the successful Bidder.

2.2 Restriction on Communication

From the issue date of this RFB until announcement of the successful Bidder, Bidders may contact only the Issuing Officer. The Issuing Officer will respond only to electronic questions regarding the procurement process. Questions related to the interpretation of this RFB must be submitted as provided in the solicitation. Oral questions related to the interpretation of this RFB will not be accepted. Bidders may be disqualified if they contact any State employee other than the Issuing Officer about the RFB except that Bidders may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

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 RFB through an addendum.

2.3 Downloading the RFB from the Internet

The RFB will be posted at <https://dom.iowa.gov/state-government/information-technology/vendors-procurement/open-it-bid-opportunities/digital-literacy-program-rfb> and all Addenda will be posted at the website listed on the RFB cover sheet. The Bidder is advised to check the website periodically for Addenda to this RFB, particularly if the Bidder downloaded the RFB from the Internet as the Bidder may not automatically receive Addenda. It is the Bidder's sole responsibility to check daily for Addenda to posted documents.

2.4 Amendment to the RFB

The Agency reserves the right to amend the RFB at any time using an addendum. The Bidder shall acknowledge receipt of all addenda in its Bid.

It is the Bidder's sole responsibility to check daily for addenda to posted documents.

2.5 Bid Amendment and/or Withdrawal

The Bidder may amend or withdraw and resubmit its Bid at any time before the Bids are due. The amendment must be submitted to the Issuing Officer by the Bidder to the bid and received by the time set for the receipt of Bids.

2.6 Submission of Bids

The Agency must receive the Bid at the Issuing Officer's email address identified on the RFB cover sheet before the "Bids Due" date and time listed on the RFB cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Bid received after this deadline will be rejected and remain unopened by the Issuing Officer.** Bidders must send electronic copies to the aforementioned email address before the bid deadline. Bidders must furnish all information necessary to enable the Agency to evaluate the Bid. Bids that fail to meet the mandatory requirements of the RFB may be rejected. Oral information provided by the Bidder shall not be considered part of the Bidder's Bid unless it is in writing.

2.7 Bid Opening

The Agency will open Bids after the deadline for submission of Bids has passed. However, the names of Bidders who submitted timely Bids will be publicly available after the Bid opening. See Iowa Code Section 72.3. The announcement of Bidders who timely submitted Bids does not mean that an individual Bid has been deemed technically compliant or accepted for evaluation.

2.8 Costs of Preparing the Bid

The costs of preparation and delivery of the Bid are solely the responsibility of the Bidder.

2.9 Rejection of Bids

The Agency reserves the right to reject any or all Bids, in whole and in part, received in response to this RFB at any time prior to the execution of a written Contract. Issuance of this RFB in no way constitutes a commitment by the Agency to award a Contract. This RFB is designed to provide Bidders with the information necessary to prepare a competitive Bid. This RFB process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection of a Bidder to provide goods and/or services. It is not intended to be comprehensive and each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

2.10 Disqualification

The Agency will reject outright and will not evaluate Bids if the Bidder fails to deliver the Bid by the due date and time. The Agency may reject outright and may not evaluate Bids for any one of the following reasons:

- The Bidder acknowledges that a requirement of the RFB cannot be met.
- The Bidder's Bid materially changes a requirement of the RFB or the Bid is not compliant with the requirements of the RFB.
- The Bidder's Bid limits the rights of the Agency.
- The Bidder fails to include information necessary to substantiate that it will be able to meet a requirement of the RFB.
- The Bidder fails to timely respond to the Agency's request for information, documents, or references.
- The Bidder fails to include bid security, if required.
- The Bidder fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
- The Bidder presents the information requested by this RFB in a format inconsistent with the instructions of the RFB or otherwise fails to comply with the requirements of the RFB.
- The Bidder initiates unauthorized contact regarding the RFB with state employees.
- The Bidder provides misleading or inaccurate responses.

- The Bidder's Bid is materially unbalanced.
- There is insufficient evidence (including evidence submitted by the Bidder and evidence obtained by the Agency from other sources) to satisfy the Agency that the Bidder is properly responsive and responsible to satisfy the requirements of the RFB.
- The Bidder alters the language in Certification Letter or Authorization to Release Information Letter.
- The Bidder is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

2.11 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Bid if, in the judgment of the Agency, it is in the Agency's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Bidders, that do not change the meaning or scope of the RFB, or that do not reflect a material change in the requirements of the RFB. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFB requirements or excuse the Bidder from full compliance with RFB specifications or other contract requirements if the Bidder is awarded the contract. The determination of materiality is in the sole discretion of the Agency.

2.12 Reference Checks

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

2.13 Information from Other Sources

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

2.14 Verification of Bid Contents

The content of a Bid submitted by a Bidder is subject to verification. If the Agency in its sole discretion determines that the content is in any way misleading or inaccurate, the Bidder may be disqualified.

2.15 Bid Clarification Process

The Agency reserves the right to contact a Bidder after the submission of Bids for the purpose of clarifying a Bid to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Bidder has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Bidder's Bid. The Agency will not consider information received if the information materially alters the content of the Bid or alters the type of goods and/or services the Bidder is offering to the Agency. An individual authorized to legally bind the Bidder 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 Bid as non-compliant.

2.16 Disposition of Bids

All Bids become the property of the Agency and shall not be returned to the Bidder at the conclusion of the selection process, the contents of all Bids will be in the public domain and be available for inspection by interested parties except for information for which Bidder properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

2.17 Public Records and Requests for Confidential Treatment

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

2.17.1 Form 22 Request for Confidentiality (Included as Attachment #3)

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

2.17.2 Confidential Treatment Is Not Requested

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

2.17.3 Confidential Treatment of Information is Requested

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

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

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFB. 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 Bid as possible.

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

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

2.18 Copyrights

By submitting a Bid, the Bidder agrees that the Agency may copy the Bid for purposes of facilitating the evaluation of the Bid or to respond to requests for public records. The Bidder consents to such copying by submitting a Bid 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 the Bids.

2.19 Release of Claims

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

2.20 Bidder Presentations

At the sole discretion of the State, Bidders may be required to make a presentation of the Bid. The presentation may occur at the Agency's offices or at the offices of the Bidder. The determination as to need for presentations, 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 Bidder to illustrate the Bidder's Bid. The presentation shall not materially change the information contained in the Bid.

2.21 Evaluation of Bids Submitted

Bids that are timely submitted and are not subject to disqualification will be reviewed in accordance with the RFB.

2.22 Preference

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.

2.23 Determination of Responsible Bidder & Responsive Bid

All Bids will be first evaluated to determine if they comply with the bid requirements (i.e. to determine if the Bidder is a Responsible Bidder submitting a Responsive Bid). To be deemed a Responsible Bidder and a Responsive Bid, the Bid must comply with the bid format instructions and answer "Yes" to all parts and include information demonstrating the Bidder will be able to comply with the bid requirements.

2.24 Evaluation Criteria

The Agency will evaluate the Responsive Bids submitted by Responsible Bidders to determine the lowest responsible bidder(s) and will award the Contract(s) to the Bidder(s) submitting the lowest responsible bid(s) based on price.

2.25 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Bidders submitting a timely Bid and will be posted at the website shown on the RFB 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. If the apparent successful Bidder 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 Bidder the Agency believes will provide the best value to the State.

2.26 Definition of Contract

The full execution of a written contract shall constitute the making of a contract for the goods and/or services requested by the RFB and no Bidder shall acquire any legal or equitable rights relative to the contract for goods and/or services until the contract has been fully executed by the successful Bidder and the Agency.

2.27 Choice of Law and Forum

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

2.28 Restrictions on Gifts and Activities

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

2.29 Appeals

Appeals of the Notice of Intent to Award are governed by the Agency's Bidder appeal process. Bidders may obtain information about the appeal process from the Issuing Officer and at Iowa Administrative Code Chapter 11.

2.30 Unit Price

If a discrepancy between the unit price and the item total exists, the unit price prevails.

2.31 Price Adjustments to Term Contract(s)

Bid prices shall remain firm the first year of the contract. Price adjustments may be taken into consideration during the contract renewal process. The State reserves the right to accept or reject any proposed price(s) changes. Requested price changes should be submitted to the Iowa Department of Management, Division of IT, sixty (60) days prior to the contract anniversary date.

2.32 Registration

The successful Bidder will be required to register to do business in Iowa before payment can be made.

2.33 Questions and Requests for Clarification

Bidders are invited to submit written questions and requests for clarifications regarding the RFB. The questions and requests for clarifications must be received by the Issuing Officer by April 9, 2024 no later than 4:30 pm (CT). Oral questions will not be permitted. If the questions and requests for clarifications pertain to a specific section of the RFB, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications will be issued in the form of an addendum and sent to Bidders who received RFBs.

SECTION 3 – CONTENT AND FORM OF BIDS**3.1 Instructions**

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

- 3.1.1** The Bid shall be formatted to be printed, if necessary, on 8.5" x 11" paper.
- 3.1.2** The Bid must be sent via email. The Lead Agency shall not be responsible for misdirected emails or premature opening of Bids if a Bid is not properly labeled in the subject line.
- 3.1.3** One electronic copy shall be timely submitted to the Issuing Officer.
- 3.1.4** If the Bidder designates any information in its Bid as confidential pursuant to Section 2.17, the Bidder must also submit one (1) copy of the Bid from which confidential information has been excised as provided in Section 2.17.
- 3.1.5** Bids shall not contain promotional or display materials.
- 3.1.6** Attachments shall be referenced in the Bid.
- 3.1.7** If a Bidder proposes more than one method of meeting these requirements, each shall be labeled and submitted separately. Each will be evaluated separately.

3.2 Bid Contents

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

3.2.1 Transmittal Letter (Required)

An individual authorized to legally bind the Bidder shall sign the transmittal letter. The letter shall include the Bidder'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 2.17.

3.2.2 Table of contents

The Bidder is required to include a table of contents of its Bid.

3.2.3 Executive Summary

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

3.2.3.1 Statements that demonstrate that the Bidder has read, understands and agrees with the terms and conditions of the RFB and the proposed contract.

3.2.3.2 An overview of the Bidder's plans for complying with the requirements of this RFB.

3.2.3.3 Any other summary information the Bidder deems to be pertinent.

3.2.4 Specifications and Technical Requirements

The Bidder shall address each requirement in Section 4 of the RFB as provided for in that Section.

3.2.5 Background Information

The Bidder shall provide the following general background information:

3.2.5.1 Does your state have a preference for instate Bidders Yes or No? If yes, please include the details of the preference.

3.2.5.2 Name, address, telephone number, fax number and e-mail address of the Bidder including all d/b/a's or assumed names or other operating names of the Bidder.

3.2.5.3 Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.

3.2.5.4 State of incorporation, state of formation, or state of organization.

3.2.5.5 Identification and specification the location(s) and telephone numbers of the major offices and other facilities that relate to the Bidder's performance under the terms of this RFB.

3.2.5.6 Local office address and phone number (if any).

3.2.5.7 Number of employees.

3.2.5.8 Type of business.

3.2.5.9 Name, address, and telephone number of the Bidder's representative to contact regarding all contractual and technical matters concerning this Bid.

3.2.5.10 The successful Bidder will be required to register to do business in Iowa before payment can be made. For vendor registration documents, go to: <https://das.iowa.gov/procurement/vendors/how-do-business>

3.2.6 Experience

The Bidder must provide the following information regarding its experience:

- 3.2.6.1** Number of years in business.
- 3.2.6.2** Number of years experience with providing the types of goods and/or services sought by the RFB.
- 3.2.6.3** Describe the level of technical experience in providing the types of goods and/or services sought by the RFB.
- 3.2.6.4** List all goods and/or services similar to those sought by this RFB that the Bidder has provided to other businesses or governmental entities.
- 3.2.6.5** References from three (3) previous customers or clients knowledgeable of the Bidder's performance in providing goods and/or services similar to the goods and/or services described in this RFB and a contact person and telephone number for each reference.
- 3.2.6.6** If a discrepancy between the unit price and the item total exists, the unit price prevails.

3.2.7 Personnel

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

- 3.2.7.1** Full name.
- 3.2.7.2** Education.
- 3.2.7.3** Years of experience and employment history particularly as it relates to the requirements of the RFB.

3.2.8 Terminations, Litigation, Debarment

The Bidder must provide the following information:

- 3.2.8.1** During the last five (5) years, has the Bidder had a contract for goods and/or services terminated for any reason? If so, provide full details related to the termination.
- 3.2.8.2** During the last five (5) years, describe any damages or penalties or settlements to resolve disputes entered into by Bidder under any of its existing or past contracts as it relates to goods and/or services performed that are similar to the goods and/or services contemplated by this RFB. If so, indicate the reason for the penalty or exchange of property, goods, or services and the estimated amount of the cost of that incident to the Bidder.
- 3.2.8.3** During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity.

- 3.2.8.4** During the last five (5) years, list and summarize all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Bidder or its officers have been a party.

The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a Bid, and with respect to the successful Bidder after the execution of a contract, must be disclosed in a timely manner in a written statement to the Lead Agency. *See 3.2.9 Certification Letter.*

3.2.9 Certification Letter

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

3.2.10 Acceptance of Terms and Conditions

The Bidder shall specifically agree that the Bid is predicated upon the acceptance of all terms and conditions stated in the RFB. If the Bidder objects to any term or condition, the Bidder must specifically take exception per the RFB Section 6.

3.2.11 Authorization to Release Information

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

3.2.12 Firm Bid Terms

The Bidder shall guarantee in writing the availability of the goods and/or services offered and that all Bid terms, including price, will remain firm a minimum of 120 days following the deadline for submitting Bids.

3.2.13 Bid Security

There is no bid bond required by this RFB.

3.2.14 Reclaimed/Recycled Materials

By submitting a solicitation response, the Bidder certifies the items offered for sale herein do not include any foam products (polystyrene) manufactured with chlorofluorocarbons, when such items are specified for use as food product containers.

Bidder's product contains the following percentage of the content that is reclaimed material: ___%

3.3 Cost

The Bidder shall provide its Bid for the proposed goods and/or services.

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?

The Bid shall include the following:

SECTION 4 - SPECIFICATIONS**Overview**

The successful Bidder shall provide the goods and/or services to the Lead Agency and to Buyers issuing Purchase Instruments against the Resulting Contract in accordance with the mandatory specifications defined in this Section. The Bidder shall address each requirement in this Section and explain how it will comply with each requirement. Bids must be fully responsive to each requirement. Bids must identify any deviations from the requirements of this RFB or requirements the Bidder cannot satisfy. Any deviations from the requirements of Section 4 or any requirement of Section that the Bidder cannot satisfy may disqualify the Bidder.

All items listed in this Section are Mandatory Requirements. A successful Bidder must be able to satisfy all these requirements to be deemed a Responsible Bidder. Bidders must mark either **“yes”** or **“no”** to each requirement in their Bids. By indicating **“yes”**, a Bidder agrees that it shall comply with that requirement throughout the full term of the Resulting Contract, if the Bidder is successful. In addition, for specific requirements, the Bidder shall provide specific references and/or supportive materials to verify the Bidder’s compliance with the requirement. Failure to provide this information may cause the Bid to be deemed non-responsive and therefore rejected. The Lead Agency reserves the right to determine whether the supportive materials submitted by the Bidder demonstrate the Bidder will be able to comply with the Mandatory Requirements. If the Agency determines the supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Requirements, the Lead Agency may disqualify the Bid.

4.1 Online Developmental Program Mandatory Specifications (Yes or No)

- 4.1.1.** The program must provide a literacy program with effective teaching practices grounded in the Science of Reading, including explicit, systematic, and sequential instruction to develop foundational skills and build background knowledge for all students for each grade level. There will be a clear scope and sequence and framework for before- and after-school program staff and summer school staff to implement with fidelity.
- 4.1.2.** The program’s Instruction must align with Scarborough’s Rope and the 5 Pillars of Reading Instruction.
- 4.1.3.** The program must include phonemic awareness, phonics, fluency, vocabulary, and comprehension.
- 4.1.4.** The program must include the following, please specifically mark yes or no for each: phonological awareness, decoding, sight recognition, background knowledge, vocabulary, language structures, verbal reasoning, and literacy knowledge.
- 4.1.5.** The program must provide opportunities for differentiation and intensification through an adaptive design.
- 4.1.6.** The program must provide a plan for schools to implement the before- and/or after-school and summer school literacy programs.
- 4.1.7.** The plan must include a plan for a four-week program, a six-week program and an eight-week program.

- 4.1.8. The plan must allow before- and/or after-school and summer school staff access to all manuals, instructional materials, and content using a learning management system.
- 4.1.9. The program must include progress monitoring materials to address areas of reading, including concepts of print, phonics, phonological awareness, fluency, comprehension, and vocabulary.
- 4.1.10. The program must include diagnostic, formative, and summative assessments to inform instruction and gauge concept mastery.
- 4.1.11. The program must provide high quality training for before- and after-school staff and summer school staff focused on using the literacy program and student engagement strategies.
- 4.1.12. The program must be delivered online.
- 4.1.13. Vendors must submit with their bids a description of any technical integrations required or available to participating district systems. If not applicable, vendors must specifically state that no technical integrations are required in their responses.
- 4.1.14. The vendor must abide by the State of Iowa SaaS security standards.
- 4.1.15. The vendor must describe detailed privacy and security policies, including what personally identifiable student information is collected, how it is managed and protected.

4.2 Cost Proposal Please provide your bid price based on the estimated quantities in the table for the following services and provide the total bid price in the last line below.

Part Number	Description	Quantity (Estimated)	Bid Price
1	Students	200,000	
2	Teachers	10,000	
3	Additional Ancillary Costs	0	
		Total Cost	

Section 5 - Evaluation and Selection

5.1 Introduction

This section describes the evaluation process that will be used to determine which Bid(s) provide the lowest cost to the Lead Agency and Participating Agencies.

5.2 Determination of Responsible Bidder & Responsive Bid

All Bids will be first evaluated to determine if they comply with the Mandatory Requirements described in *Section 4* (i.e. to determine if the Bidder is a Responsible Bidder submitting a Responsive Bid). To be deemed a Responsible Bidder and a Responsive Bid, the Bid must comply with the bid format instructions and answer “Yes” to all parts of *Section 4* and include supportive materials demonstrating the Bidder will be able to comply with the Mandatory Requirements in *Section 4*.

5.3 Preferences

5.3.1 Preference to Iowa Products and Services

In accordance with the provisions of Iowa Code § 73.1 a preference will be given to products and provisions grown and coal produced within the State of Iowa, when they are found in marketable quantities in the State and are of a quality reasonably suited to the purpose intended, and can be secured without additional cost over foreign products or products of other states. Preferences required by applicable statute or rule shall also be applied, where appropriate.

5.3.2 Tied Bid

Whenever a tie involves an Iowa Bidder and a Bidder outside the State of Iowa, the Iowa Bidder will receive preference. Whenever a tie involves one or more Iowa Bidders and one or more Bidders outside the State of Iowa, the drawing will be held among the Iowa Bidders only. Tied bids involving Iowa-produced or Iowa-manufactured products and items produced or manufactured outside the State of Iowa will be resolved in favor of the Iowa product.

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

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

5.4 Evaluation Criteria

The Lead Agency will evaluate the Responsive Bids submitted by Responsible Bidders to determine the lowest responsible bidder(s) and will award the Contract(s) to the Bidder(s) submitting the lowest responsible bid(s) based on price.

SECTION 6 TERMS AND CONDITIONS**6.1 Contract Terms and Conditions**

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

The Contract terms and conditions to be used for this RFB are included in this RFB as a separate Upload available at (<https://dom.iowa.gov/state-government/information-technology/vendors-procurement/open-it-bid-opportunities/digital-literacy-program-rfb>). By submitting a Bid, Respondent acknowledges its acceptance of the terms and conditions of the RFB and the Terms and Conditions without change except as otherwise expressly stated in its Bid. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Bid the specific RFB or Terms and Conditions language it proposes to include in place of the provision.

The Agency will evaluate all Bids without regard to any proposed modifications to any terms and conditions of the RFB or Terms and Conditions by Contractor. Once a Bid has been identified as the one for which an Award recommendation has been made, but prior to notifying Respondents of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the RFB or Terms and Conditions identified in that Bid. The Agency reserves the right to either award Contract(s) without further negotiation with the successful Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served.

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

**Attachment #1
Certification Letter**

(Date) _____

Mike Nolan, Issuing Officer
Iowa Department of Management, Division of IT
200 East Grand Ave.
Des Moines, IA 50309

Re: RFB0224-281-01 - BID CERTIFICATIONS

Dear Mike:

I certify that the contents of the Bid submitted on behalf of **(Name of Bidder)** in response to **Iowa Department of Management - Division of Information Technology** for RFB0224-281-01 for Online Developmental Literacy Program are true and accurate. I also certify that Bidder has not knowingly made any false statements in its Bid.

Certification of Independence

I certify that I am a representative of Bidder expressly authorized to make the following certifications on behalf of Bidder. By submitting a Bid in response to the RFB, I certify on behalf of the Bidder the following:

1. The Bid 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 Bid has been developed independently, without consultation, communication or agreement with any other Bidder or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid 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 Bidder to induce any other Bidder to submit or not to submit a Bid for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Bidder 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 Bidder 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 five year period preceding this Bid 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 Bid 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 Bidder 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) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Bidders 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 Bid in response to the (RFB), the Bidder certifies the following: (check the applicable box)

- Bidder is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code chapter 423*; or
- Bidder is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48)(2016)*.

Bidder also acknowledges that the Agency may declare the Bidder’s Bid or resulting contract void if the above certification is false. The Bidder 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,

Signature

Name and Title of Authorized Representative Date

Attachment #2
Authorization to Release Information Letter

(Date) _____

Mike Nolan, Issuing Officer
Department of Management, Division of IT
200 East Grand Ave.
Des Moines, IA 50309

Re: RFB0224-281-01 - AUTHORIZATION TO RELEASE INFORMATION

Dear Mike:

(Name of Bidder) hereby authorizes the **Iowa Department of Management, Division of Information Technology** ("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 Bidder in response to RFB0224-281-01.

The Bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Bidder 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 Bidder is willing to take that risk.

The Bidder 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 Bidder in response to the RFB.

The Bidder 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 Bidder's Bid submitted in response to RFB.

The Bidder 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 Bidder's Bid. The Bidder 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 Bidder 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 Bidder in response to RFB.

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

Sincerely,

Signature

Name and Title of Authorized Representative	Date
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Attachment #3
Form 22 – Request for Confidentiality
SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR BID. THIS FORM 22 IS REQUIRED WHETHER THE BID DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE BID TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM IF NO INFORMATION BID DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM IF THE BID DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

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

2. Confidential Treatment of Information is Requested

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

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

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

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

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

request process set forth herein, if Bidder's request for confidentiality is unreasonable, or if Bidder rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Bidder and with or without affording Bidder the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

Bidder acknowledges that Bid response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this Bid response.

This Form must be signed by the individual who signed the Bidder’s Bid. The Bidder shall place this Form completed and signed in its Bid.

- ***Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.***

Company

RFB Number

RFB Title

Signature (required)

Title

Date

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

Part 2 - Confidential Treatment is Requested

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

NOTE:

- **Completion of this Form is the sole means of requesting confidential treatment.**
- **A BIDDER MAY NOT REQUEST PRICING INFORMATION BE HELD IN CONFIDENCE.**

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

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

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

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

- ***If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Bidder’s submittal to request confidentiality or rejection of the Bid as being non-responsive.***

- ***Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Bid. If signing this Part 2, do not complete Part 1.***

Company

RFB Number

RFB Title

Signature (required)

Title

Date

