Request for
Information Technology Program
Delivering Technology Education and Information Technology Certification to Iowa
Schools

Procurement Services
University of Northern Iowa
103 Gilchrist Hall
Cedar Falls, IA 50614-0008
Email: molly.ungs@uni.edu

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Schedule

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<th>Event</th>
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<tr>
<td>Issuance of Request for Proposals</td>
<td>March 30, 2020</td>
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<tr>
<td>Written questions, requests for clarification and suggested changes</td>
<td>April 5, 2020 3:00PM CST</td>
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<tr>
<td>POSTING DATE of written responses to questions, requests for</td>
<td>(no later than) April 13, 2020</td>
</tr>
<tr>
<td>clarification and suggested changes</td>
<td>3:00PM CST</td>
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<td>Proposals Due</td>
<td>May 4, 2020 3:00PM CST</td>
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<td>Intended Date of Award Announcement</td>
<td>June 1, 2020, with work to commence on July 1, 2020</td>
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Note: an electronic version of this Request for Proposal can be downloaded from: http://www.uni.edu/obo/purchasing/current-bid-solicitations
RFP #Q9435  
Section I  
Proposal Instructions and Conditions

1.1 Purpose of RFP  
The Governor's STEM Advisory Council (also referred to as 'Council') and the University of Northern Iowa (also referred to as 'University') are interested in acquiring the services of an experienced, reputable and proven information technology program supplier who will provide information technology educational programming and information technology certification to secondary school students and faculties across Iowa in an efficient, professional manner while complying with State and Federal regulations.

1.2 Description of the Governor’s STEM Advisory Council and the University of Northern Iowa  
Created in July 2011 by Executive Order 74, the Council is a partnership of business, education, nonprofit and policy leaders from across the state convening to bolster STEM education and innovation to better position Iowa's young people and the state's economy for the future. The Council is co-chaired by Governor Kim Reynolds and Accumold President and CEO Roger Hargens. The Executive Director of the Council is Dr. Jeff Weld, administering the Council from offices at the University of Northern Iowa.

The University of Northern Iowa, located in Cedar Falls, Iowa was founded in 1876. Today, the campus covers 940 acres and consists of five colleges: Business Administration; Education; Social and Behavioral Sciences; Humanities, Arts and Sciences; and Graduate College. Approximately 11,000 undergraduate and graduate students are currently enrolled.

1.3 RFP Contact/Representatives: All inquiries or requests for clarification or interpretation or to notify the University of errors or omissions relating to this Request must be directed to the DESIGNATED CAMPUS CONTACT. All questions or inquiries must be in writing via email, no later than April 5, 2020 at 3:00pm CST. This is the only individual with whom respondents may communicate relating to the RFP until the award of a contract:

Molly Ungs
Purchasing Agent
103 Gilchrist Hall
University of Northern Iowa
Cedar Falls, Iowa 50614-0008
Telephone (319)273-6448
molly.ungs@uni.edu

Any questions received after the date listed above will not be considered for response unless the STEM Council Executive Director and the University considers in its best interest to provide such response. Responses to questions will be posted to http://www.uni.edu/obo/purchasing/current-bid-solicitations no later than April 13, 2020.

1.4 Proposal Submission  
Proposals must be received by Procurement Services, molly.ungs@uni.edu, 103 Gilchrist Hall, Cedar Falls, Iowa 50614-0008, by 3:00pm CST on May 4, 2020. Any
proposal received after the time specified for the receipt of proposals may not be considered and may be returned unopened to the sender as non-responsive.

1.5 **Company Confirmation** Each Company, by submitting a proposal, acknowledges its representatives have:
   1.5.1 Read and completely understood the proposal documents contained in this RFP.
   1.5.2 Based their proposal upon the requirements described in the proposed Contract Documents.
   1.5.3 Caused the proposal to be signed by an authorized representative.

1.6 **Receipt and Opening of Proposals**
   1.6.1 The University, on behalf of the STEM Council, reserve the right to accept or reject any or all proposals and to waive any irregularities, technicalities, or informalities in proposals if such waiver does not substantially change the offer or provide an unfair competitive advantage to any Company. UNI on behalf of the STEM Council reserves the right to request additional documents or proposal clarifications after the due date and time for proposal submission.

   1.6.2 No proposals submitted by use of oral, telephonic, or facsimile methods, nor any modifications to previously submitted proposals made by any of these methods, will be considered. If a proposal is sent by mail, Company should make allowance for the time required for such transmission.

   1.6.3 Company's legally authorized representative (Officer of Company) shall sign the proposal. The official name, address, telephone, fax number and email addresses are to be stated on the proposal form.

   1.6.4 No responsibility will be attached to any person for premature opening of a proposal not properly identified.

   1.6.5 The laws of the State of Iowa require the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Proposals will be available for public viewing after a contract has been finalized with the awarded Company. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld, if clearly identified as such in the proposal unless disclosure is required by a court order. Proposals marked entirely confidential or proprietary may be rejected. Pricing information, management fees, financial arrangements, and other offers cannot be considered proprietary information.

   **Failure to list all proprietary sections of the submitted proposal in the space provided on the Form of Proposal, shall relieve the University’s personnel from any responsibility, should such information be viewed by the public, a competitor, or in any way be released.**

   1.6.6 All opened proposals become the property of the University on behalf of the STEM Council and will not be returned to the Company.

   1.6.7 Prior to the date and time designated for receipt of proposals, proposals submitted early may be withdrawn only by written notice to the RFP representative. Such notice must be received by the representative prior to the designated date and time for receipt of proposals.

   1.6.8 Prices and Terms shall remain firm for acceptance for ninety calendar days after the proposal
submission date. No proposal may be modified or withdrawn during this 90-calendar days period.

1.6.9 All erasures or corrections are to be initialed by the person(s) signing the proposal.

1.6.10 Failure to comply with the requirements of this RFP or evidence of unfair bidding procedures may be cause for rejection of the proposal. Failure to supply information requested may also be cause for rejection of the RFP as being non-responsive.

1.7 Prerogatives of the University on behalf of the STEM Council
This solicitation does not commit the University to award a contract or to pay any costs incurred in the preparation of a proposal and submission of proposals, costs incurred in making necessary studies for the preparation of proposals, or any travel or personnel expenses associated with trips to University. The University reserves the right to accept or reject any or all proposals received; to negotiate with any qualified respondent or respondents; or to cancel, in part or in its entirety, this RFP.

1.8 Short List Suppliers/Negotiations
Upon completion of proposal review, evaluation, and scoring, University on behalf of the STEM Council reserve the right to identify a shortlist of suppliers who will best serve the STEM Council. This group of suppliers may be asked to give an onsite presentation to the University and/or STEM Council’s RFP evaluation committee and other representatives. The University and/or STEM Council reserves the right to conduct negotiations/multiple rounds of negotiations until the University and/or STEM Council reach satisfaction that a competitive and mutually beneficial contract can be awarded to the most responsive Supplier(s). During these negotiations, University on behalf of the STEM Council reserves the right to accept revisions of proposals and negotiate price. Negotiations will be structured to safeguard information and ensure that all Suppliers in the competitive range are treated fairly.

1.9 Addenda
Any and all interpretations, corrections, revisions, and amendments shall be issued by UNI Procurement Services to all known holders of proposed Contract Documents in the form of written addenda. Except for addenda modifying the proposal due date or canceling the Request for Proposal, such addenda shall be issued so as to be received at least three (3) days prior to the time set for receipt of proposals. All addenda so issued shall become part of the Contract Documents and shall be acknowledged in the Form of Proposal.

1.10 Qualification of Company
1.10.1 The University on behalf of the STEM Council shall make such investigations as deemed necessary to determine the ability of Company to provide the expected services.

1.10.2 The University on behalf of the STEM Council reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy University, or that said Company is not properly qualified to carry out the obligations specified herein.

1.10.3 The University and STEM Council reserves the right to award based on the proposal(s) determined to be in its best interest.
1.10.4 Company must be licensed to do business in the State of Iowa and comply with all applicable laws and provisions.

1.10.5 Company shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed. Company shall pay any sales, use, personal property and other taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of Company.

1.11 Exceptions to Contract Documents
Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the Scope of Work in Section III, and any exceptions to the provisions, terms, and conditions of this RFP included in Section I and Terms and Conditions of the Contract in Section II. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on Attachment A and returned with the submitted proposal. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected at the sole discretion of UNI and the STEM Council.

1.12 Preference Laws
The University and STEM Council will give preference to purchasing from Iowa based businesses if the proposals submitted are comparable in pricing and their ability to meet all other criteria is comparable.

1.13 Gratuities
The laws of the State of Iowa provide that it is a criminal offense to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee’s acts, opinion, judgment or exercise of discretion with respect to that employee’s duties.

1.14 Availability of Contract to Other Entities
All other agencies of the State of Iowa, Independent Purchasing Authorities and all political subdivisions of the State of Iowa may make purchases pursuant to the Base Contract and/or Ancillary Contracts. A Buyer may include additional contractual requirements and the Company agrees to be bound by the additional requirements if it accepts the Purchase Instrument.

1.15 Copyrights
By submitting a bid proposal, the Company agrees that the University and STEM Council may copy the bid proposal for purposes of facilitating the evaluation of the bid proposal or to respond to requests for public records. The Company consents to such copying by submitting a bid proposal and warrants that such copying will not violate the rights of any third party.

1.16 Proposal Evaluation
The University and STEM Council will select a Company on the basis of proposals received in response to this RFP and any other information the University and STEM Council acquires regarding a company’s ability to perform. The University and STEM Council will evaluate proposals and may select one or more companies based on responses to this RFP. All proposals submitted in response to this RFP will be reviewed for responsiveness by the purchasing agent prior to referral to the evaluation committee. A committee will then evaluate all responsive proposals in accordance with the criteria described below.

The contract will be awarded to the Company(ies) whose overall offer is deemed to be the most advantageous
to the University and STEM Council as determined by the evaluation committee. In preparing responses, offerors should describe in great detail how they propose to meet the scope of work/specifications detailed in this RFP. Significant consideration will be given to estimated cost, but price will not be the sole determining factor.

The Evaluation Criteria utilized for this Request for Proposal will be based upon, but not limited to, the following criteria, listed in no particular order:

1.16.1 Scope of services provided for the cost, including cost-share;
1.16.2 Ability to provide evidence of satisfactory experience and background;
1.16.3 Form of Proposal response;
1.16.4 Demonstrated expertise/experience in delivering technology education and information technology certification to secondary school students and faculties;
1.16.5 Successful experience working in the STEM fields (science, technology, engineering, mathematics);
1.16.6 Qualifications of personnel assigned;
1.16.7 Completeness and thoroughness of response to RFP required information
1.16.8 Successful track record in working with the Iowa Governor’s STEM Advisory Council (if applicable).
RFP #Q9435
Section II
Terms and Conditions of the Contract

The following terms and conditions will apply to any contractual agreement awarded as a result of this RFP.

2.1 Terms
2.1.1 University
The University is the University of Northern Iowa.

2.1.2 Iowa Governor’s STEM Advisory Council
An appointed assembly of leaders responsive to the Governor, whose operations center is housed at the University of Northern Iowa. The Council may also be referred to as ‘STEM Council’ or ‘the Council’.

2.1.3 Company
The Company is the person or organization proposing or offering to contract for goods or services. The term Company means the Company or the Company's authorized representative. The Company may also be referred to as the Supplier. This RFP may be awarded to multiple Companies - therefore, ‘Companies’ may also be referred to as Company.

2.1.4 The Work
The Work comprises the services and expenses required by the by the Contract Documents to carry out the contract and Scope of Work.

2.1.5 The Agreement
The Agreement refers to the contractual agreement between University and the awarded Company, detailed in the Contract Documents and signed by both parties, and incorporating the RFP and Company’s response by reference. The Agreement may be referred to as “Contract” or “Agreement”. In the event of a conflict or inconsistency, the Company’s response shall not prevail over the other terms of the Agreement.

2.1.6 Contract Documents
The Contract Documents shall consist of this RFP (Proposal Instructions and Conditions, Terms and Conditions of the Contract, Scope of Work, Proposal Content, Form of Proposal, and all attachments), any subsequent Addenda Issued by the University, Company's response to this RFP, and any contractual agreement that results from this RFP.

2.2 Non-Appropriation of Funds
Notwithstanding other provisions of any award resulting from this RFP, if funds anticipated for the fulfillment of this agreement are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the federal government to provide funds or the program under which funds were provided is altered, then University and STEM Council shall have the right to terminate this agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change.

2.3 Immunity from Liability
Every person who is a party to this Agreement is hereby notified and agrees that University, and its agents,
successors, and assigns are immune from liability and suit for or from Company's activities involving third parties and arising from this Agreement.

2.4 Indemnification
To the fullest extent permitted by law, Company shall defend, indemnify, and hold harmless UNI, its agents, successors, and assigns, the Board of Regents, State of Iowa, and the State of Iowa from and against all claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from the performance and compliance with the terms and obligations of the Agreement, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of Company, its subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person.

In any and all claims against UNI, its agents, successors, and assigns, the Board of Regents, State of Iowa, and the State of Iowa by any employee of Company, and subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for Company or any subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

2.5 Code of Fair Practice
The Company shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, sexual orientation, age, disability, veteran status, or any other basis where protected by law, except where it relates to a bona fide occupational qualification. In the event of the Company’s noncompliance with this clause or with any related federal or state regulations, the Company may be canceled, terminated or suspended in whole or in part and the Company may be declared ineligible for further contracts with the Board of Regents, State of Iowa.

2.6 Subcontractors
Company is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Agreement must be approved in advance, in writing, and be acceptable to University. The Company is responsible for all acts of its subcontractors, as well as, the subcontractors’ performance of delegated duties. Company shall be solely responsible for payment to all subcontractors or secondary suppliers that the Company may engage for the completion of any contractual agreement with University.

2.7 Insurance
Company shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, UNI shall not be deemed or construed to have assessed the risk that may be applicable to the Company arising from the Company’s business operation. The Company shall assess its own risk and if it deems appropriate, maintain higher limits and/or broader coverages. The Company is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Minimum insurance coverages and requirements are as follows:
Commercial General Liability  
$1,000,000 Each Occurrence  
$2,000,000 General Aggregate

Umbrella Liability  
$1,000,000 Each Occurrence  
$1,000,000 General Aggregate

Professional Liability (Errors and Omissions)  
$1,000,000 Each Occurrence  
$1,000,000 General Aggregate

The State of Iowa, the University of Northern Iowa, and the Board of Regents, State of Iowa, shall be named on the Commercial General Liability, and Umbrella Liability policies as additional insureds. Failure to maintain insurance coverage throughout the life of any resulting contract, consistent with the provisions of this Section, shall be considered a breach of contract. As evidence of the above, the Company will submit certificates of insurance on an annual basis. The certificates shall also provide that should the policy be cancelled or materially changed, thirty (30) day written notice prior to the effective date for the change or cancellation, shall be given directly to UNI.

Company agrees to waive all rights of subrogation against UNI, the State of Iowa, the Board of Regents, State of Iowa, the Regent institutions, their employees and agents for any claim filed against Company or other firms associated with the Agreement.

2.8 Amendments to the Agreement
When awarded, the Agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the Agreement executed by both parties.

2.9 Laws
Terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this Agreement shall be instituted in the appropriate courts in the State of Iowa.

2.10 Assignment
The award of this RFP may not be assigned, transferred, sold or subcontracted by Company without the prior written consent of University. Should selected Company be purchased (in whole or in part) by another organization or should Company wish to assign, transfer, or subcontract the Agreement to another Company, UNI shall have the right to terminate the Agreement upon written notification, without penalty to UNI.

2.11 Taxes
The University is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Company’s employees’ wages. The University is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request.

2.12 Access to Company Records/Audits
The Company agrees to keep and provide full access to all records that pertain to the University throughout the
period that the Agreement remains in effect and for a minimum of seven (7) years after the Agreement is terminated, unless required to retain for a longer period by state or federal statute. The University reserves the right to audit such records and employ the Auditor of the State of Iowa or any other auditor the University deems appropriate to perform an audit of Company records. Should such audit disclose incorrect billings or improprieties, the University reserve the right to charge Company for the cost of the audit and pursue appropriate reimbursement.

2.13 Severability of the Agreement
In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. Further, in the event that any provision shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

2.14 Open Competition
2.14.1 Where, in these contract documents, reference is made to materials, trade names, catalog numbers or articles of a certain manufacture, it is done for the purpose of establishing a basis of comparative quality, type or style and not for the purpose of limiting competition. It shall be understood that such method of description is not intended to exclude other items, processes, similar designs, or kinds of materials, but is intended merely as a means of establishing a standard of comparison. Other manufacturing processes may be used, if, in the opinion of UNI on behalf of the STEM Council, they are acceptable in serviceability, durability, quality, functional capabilities and design.

2.14.2 The University on behalf of STEM Council reserves the right to reject any substitute article or material, and/or the associated bid which, in University’s opinion, does not meet the standard of quality established by such a reference in the contract documents.

2.14.3 Companies offering other than the items specified shall submit, with their bid, catalog cuts, brochures, and detailed specifications covering the items on which they are bidding. Any deviation from the contract documents contained in this bid shall be noted by the company on the Bid Compliance Form. (See Attachment A.)

2.14.4 The company is expected to fully comply with the Contract Documents in this bid solicitation. In the event the Company's materials or equipment do not conform, and those deviations have not been stated on Attachment A, the company will be responsible for furnishing materials and equipment, which fully conform at no change in their bid price.

2.15 Guarantee-
In filling this order, Company warrants and guarantees to University that the articles are in compliance with sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug and Cosmetic Act; the Consumer Product Safety Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Hazards and Substance Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; and the Federal Anti-Kickback Enforcement Act; Debarment and Suspension policies (E.O.s 1249 and 12689); Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333); Rights to Inventions Made Under a Contract or

2.16 Export Control

Company acknowledges that a foreign national(s) may use the device/technology/and or data you propose, at the University. Company shall comply with all U.S. export controls laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Agreement. In the absence of available license exemptions/exceptions, Company shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Company shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions. Company shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Company shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions. Prior to disclosing or transferring to University any hardware, technical data, software or product utilizing any such data, which is subject to export controls under federal law, Company shall notify the University in writing of the nature and extent of the export control. The University shall have the right to decline any such technical data or product utilizing such data. In the event Company sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate the Agreement.

2.17 Energy Star Purchases

Whenever possible, University will purchase equipment that is rated energy efficient by this joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy.

2.18 Hazardous Material

All packaging, transportation and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29 CFR 1910.1200, and Iowa Administrative Code.

2.19 Clean Air and Water Certification –

Company certifies by filling this order that its facility is not on the Environmental Protection Agency (EPA) List of Violating Facilities. Company will immediately notify University Procurement Services of the receipt of any communication indicating that any company’s facilities are under consideration to be listed on the EPA List of Violating Facilities.

2.20 Federal Subcontract –

If this agreement constitutes a sub agreement under a prime contract with a federal agency, the terms and conditions of the prime contract shall prevail.

2.21 Conflict of Interest –
Should Company be a State of Iowa official, a paid employee of the University or any other State of Iowa agency, a member of the General Assembly or a legislative employee, Company will be considered a ‘conflict of interest vendor.’ In addition, should any individual who is a paid employee of the University or State of Iowa Agency be a partner in Company’s firm or receive consulting payments, a conflict of interest exists. Whenever Company represents a conflict of interest or whenever there is a disclosure of indication of a conflict of interest, Company must have approval by the University prior to bidding on the RFP.

2.22 Code of Conduct –
University of Northern Iowa is committed to socially and environmentally responsible purchasing consistent with the values in our strategic plan. The University of Northern Iowa expects high quality in the products, services and business practices of all of its business partners. This commitment enjoys broad support on campus.

2.23 Most Favored Nation –
Company represents that the terms, conditions and prices established under the Contract Documents are equal to or better than those offered to other comparable colleges, universities or public institutions. If during the term of the Contract, Company offers more favorable terms, conditions or prices to another institution, comparable universities, colleges, Company agrees to notify the University. The Contract shall be amended to reflect the more favorable terms, conditions or prices.

2.24 Termination
2.24.1 University may terminate the Agreement without penalty upon giving the Company a minimum thirty (30) days written notice if any of the following occur:
If the Company is adjudged bankrupt or makes a general assignment for the benefit of creditors
If a receiver is appointed on account of the Company's insolvency,
If the Company repeatedly refuses or fails to supply enough employees, management staff or equipment to adequately provide timely delivery of services the Council
If the Company is otherwise guilty of a substantial violation of the Contract Documents,

2.24.2 In any case where the Company has failed to provide equipment and services or has provided nonconforming equipment and services, the University shall provide a Cure Notice. If after receipt of notice the Company continues to be in default for more than 15 days, the University may terminate the Agreement, without penalty to the University and procure services from another source. The Company agrees that it may be required to pay the University the difference if a higher-cost Company is selected to complete the performance on the contract.

2.25 Advertising
Company shall not use or reference the name of the STEM Council or University as a part of any advertising, including but not limited to commercial advertising, without prior written approval of the Council through the executive director or University.
Background:
Then-Governor Terry Branstad created the Governor’s STEM Advisory Council through Executive Order 74 on July 26, 2011, with the overarching goal of improving Iowa’s student interest and achievement in STEM (science, technology, engineering, mathematics) for the economic benefit of supporting a strong workforce pipeline in the STEM fields.

The Iowa legislature strongly invested in STEM at the level of $6.4 million for FY2020. The Council is co-chaired by Governor Kim Reynolds and Accumold President and CEO Roger Hargens. Council leaders wish to leverage the state’s investment by enlisting the contribution of a technology education and information technology certification company to lead the implementation of IT programming. The Company will be accountable to the Governor’s STEM Advisory Council.

Partnerships are a vital part of this public service to the citizens of Iowa. Partner businesses and higher education institutions have been required to cost share the expenses of building Iowa’s STEM network. Thus, the Council requires RFP Participants to propose and, if awarded, document cost-sharing beyond the value of the contract. Such cost-share may take the form of administrative expense absorption, contribution of professional services beyond what is invoiced, co-contributed funds, etc.

3.1 General Duties of the Work

The selected Company will lead the implementation of an IT program for Iowa consisting of technology education and information technology certification for secondary students and faculties.

3.1.1 All money spent by the company for IT programming on behalf of the Council will be estimated in advance, including expected subcontracts, and communicated to the Council prior to award of the project.

3.1.2 The Council is requesting an outline of the costs associated with retaining an IT program partner for the services listed below. Retainer should include, yet may not necessarily be limited to:

3.1.2.1 Company assist the Council with establishing criteria for IT Program Project Manager candidate attributes and participate with the Council as a non-voting member of the selection committee, if needed.
3.1.2.2 Any additional staffing to administer and coordinate the statewide program
3.1.2.3 Cost of a research-based curriculum
3.1.2.4 Online access to the curriculum
3.1.2.5 Instructional software for classroom and student use
3.1.2.6 Certification of skills and competencies in a broad base of information technology-related skill areas, especially in computation skills.

3.1.2.7 Professional development for technology educators

3.1.2.8 Deployment and program support, including but not limited to integration with current curriculum standards

3.1.2.8 All miscellaneous charges including, yet not limited to printing, mailing, shipping, scanning, packaging and output charges

3.1.2.9 The term of the resulting Contract will be **annual**, beginning at implementation date, which is intended to be July 1, 2020, and continuing through the end of the state fiscal year, June 30, 2021. The determination of renewal, or the re-issuance of an RFP, or program continuation itself will be made by STEM Council leaders near the conclusion of this one-year agreement. *Funding for this program for FY2021 and beyond is dependent on full funding by the Iowa State Legislature.*

3.2 **Scope of Work**

3.2.1 Provide technology education opportunities to secondary students, as well as opportunities for students and faculties at these institutions, to secure broad-based information technology certification, especially in computation skills. Proposer must demonstrate that such certification needs align with national standards for information technology certification.

3.2.2 Provide instruction at secondary schools and other appropriate educational venues to access high school-age learners and their faculty on skills and competencies that are essential for the workplace, particularly those that are requested by Iowa’s employers, notably in the area of computation skills. Evidence of alignment with the essential competencies and skills sought by Iowa employers must be provided.

3.2.3 Provide staffing to work with the IT Program Project Manager who will coordinate the project on behalf of the Council.

3.2.4 Include the following components –

(a) A research-based curriculum.
(b) Online access to the curriculum.
(c) Instructional software for classroom and student use.
(d) Certification of skills and competencies in a broad base of information technology-related skill areas, especially in computation skills.
(e) Professional development for technology educators.
(f) Deployment and program support, including, but not limited to, integration with current curriculum standards.

3.3 **Program Information**

*FY 2019-20 Appropriation House File 758 p. 19*
c. Science, technology, engineering, and mathematics collaborative initiative (STEM) For purposes of the science, technology, engineering, and mathematics (STEM) collaborative initiative established pursuant to section 268.7, and for not more than the following full-time equivalent positions:

.................................................. 5.50
........................................................ $6,446,375

(1) Except as otherwise provided in this lettered paragraph, the moneys appropriated in this lettered paragraph shall be expended for salaries, staffing, institutional support, activities directly related to recruitment of kindergarten through grade 12 mathematics and science teachers, and for ongoing mathematics and science programming for students enrolled in kindergarten through grade 12.

(2) The University of Northern Iowa shall work with the community colleges to develop STEM professional development programs for community college instructors and STEM curriculum development.

(3) From the moneys appropriated in this lettered paragraph, not less than $500,000 shall be used to provide technology education opportunities to high school, career academy, and community college students through a public-private partnership, as well as opportunities for students and faculties at these institutions to secure broad-based information technology certification. The partnership shall provide all of the following:

(a) A research-based curriculum.
(b) Online access to the curriculum.
(c) Instructional software for classroom and student use.
(d) Certification of skills and competencies in a broad base of information technology-related skill areas.
(e) Professional development for teachers.
(f) Deployment and program support, including but not limited to integration with current curriculum standards.
RFP #Q9435  
Section IV  
Proposal Content

It is important that responses contain enough information to permit University’s evaluation team to fully understand the Company’s capabilities. The University on behalf of the STEM Council is requesting responses to this RFP that, at a minimum, include the following:

4.1 Form of Proposal  
Form of Proposal completed and signed by Company’s representative.

4.2 References  
The Company is to submit a list of three references for which they have performed similar work. The references should include client name, address, telephone number, email, work performed for client, date of work and client contact. **Attach as Supplement 1.**

4.3 Company Profile  
The Company should provide a one-page company profile listing company history, specifically related to Scope of Work. Also, include any other pertinent information that can be used to evaluate the Company. **Attach as Supplement 2.**

4.4 Staff Profile  
The Company should include a profile including: degrees, training, years of experience and any certifications of specific staff members who, if awarded, would be involved on the project. Also, identified should be the Company staff person who would be directly responsible for this Contract, if awarded. **Attach as Supplement 3.**

4.5 Specific Experience  
The Company shall describe experience working with diverse entities of the public and private sectors in the specified areas. **Attach as Supplement 4.**

4.6 Fees  
The term of Contract is to commence the fiscal year 2021 beginning on July 1, 2020, with a projected end date of June 30, 2021, with the possibility of renewal. Fee structures may include a percentage of the funds managed by the Company on behalf of the Council or other manner as proposed by the Company. The Company should detail the proposed compensation/fees for the work to be performed for the Council. Submit a specific price breakdown of fee structure for hours, production, etc. **Attach to the Proposal as Supplement 5.**

4.7 Forms  
Complete the Certification of Independence and No Conflict of Interest Statement. **Attach to the Proposal as Supplement 6.**
5.1 The undersigned Company, in response to Request for Proposal Number Q9435 having examined the Proposal Requirements, this Form of Proposal, and all of the Contract Documents, hereby proposes to provide services in accordance with the proposed Contract Documents.

5.2 Company acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

____________________________

5.3 Proprietary Information List all information or sections that you consider proprietary. Note that pricing and financial arrangements cannot be considered as proprietary information. The sections of this Proposal listed below represent trade secrets or proprietary information.

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5.4 Company understands that University and STEM Council reserve the right to reject any and all proposals, waive irregularities or technicalities in any proposal, and accept any proposal in whole or in part which it deems to be in its best interest.

Yes ____
No _____

5.5 Company has provided all parties involved with a copy of the RFP.

Yes ____
No _____

5.6 Company has read, understands, and agrees to all Proposal Instructions and Conditions contained in Section I & II of this RFP.

Yes ____
No _____

NOTE: If No, list exceptions on Attachment A.

5.7 The University is interested in doing business with Suppliers electronically. We currently have the ability to deposit payments for invoices directly into a Supplier’s bank account. Indicate if you accept electronic payments and what method: _______________________. Indicate the percentage discount for the University for processing your payments electronically _______________________. In the event of bid award, the University will not be responsible for payment of any credit card processing fees associated with the payment of invoices via a credit card.
5.8 Company hereby certifies by signing below: that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, company, or corporation; (b) that Company has not directly or indirectly induced or solicited any other Company to put in a false or sham proposal; (c) that Company has not solicited or induced any person, company, or corporation to refrain from bidding; and (d) that Company has not sought by collusion or kickback to obtain any advantage over any other Company or over UNI.

5.9 The Company has not altered or modified the original content of the Request for Proposal document or any associated documents, including the Cost Worksheet.

5.10 The company is not currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the University of Northern Iowa of any change in this status, should one occur, until such time as an award has been made under this procurement.

5.11 Company Information

Business Name: ________________________________

Federal I.D. Number: _____________________________

Official Address: ________________________________

_____________________________________________

_____________________________________________

Address of service location for UNI:

_____________________________________________

_____________________________________________

_____________________________________________

Address of service location for University of Iowa:

_____________________________________________

_____________________________________________

_____________________________________________

Address of service location for Iowa State University:

_____________________________________________
Company's State or Foreign Country of Residence ____________________

Company Telephone Number _________________________________

Fax Number _______________________________________________

Company Contact ___________________________________________

Telephone Number for this Contact _____________________________

E-Mail for this Contact _______________________________________

Authorized Signature _______________________________________

Typewritten or Printed Signature _______________________________ Date _________
ATTACHMENT A
EXCEPTIONS/BID COMPLIANCE FORM
#Q9435

NOTE: If you do not comply or partially comply with terms or conditions of this RFP, indicate those sections and the counter term or condition below. Failure to include a term or condition or this form indicates that you are in complete compliance with those terms or conditions as stated in the RFP. Additional copies may be made as necessary.

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Signature: ________________________________

Name: ________________________________

Date: ________________________________
RFP #Q9435

Proposal Compliance Form

Note: Proposal may be considered incomplete unless the following are included with offer. Indicate compliance by placing a checkmark in the space provided: All documents should be included in the order provided below. This form should be returned with the proposal as the last page.

Compliance

[ ] Form of Proposal completed and signed by Company’s authorized official
[ ] Attachment A (Exceptions)
[ ] Supplement 1 (References)
[ ] Supplement 2 (Company Profile)
[ ] Supplement 3 (Staff Profile)
[ ] Supplement 4 (Specific Experience)
[ ] Supplement 5 (Fees)
[ ] Supplement 6 (Certification and No Conflict of Interest)

Proposals must be received by May 4, 2020 3:00pm CST
SUPPLEMENT 6
CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST
Information Technology Program RFP

Governor's STEM Advisory Council
Request for Proposal for IT Program Services

By submitting a Proposal in response to the RFP, the undersigned certifies the following:

• Except as allowed in Section 2.5, the Proposal has been developed independently without consultation, communication or agreement with any member, employee or consultant to the Council who has worked on the development of this RFP or with any person serving as a member of the RFP evaluation committee.

• Except as allowed in Section 2.5, the Proposal has been developed independently without consultation, communication or agreement with any other party or parties for the purpose of restricting competition.

• Unless otherwise required by law, the information found in the Proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other party except those who participated in development of the Proposal.

• No attempt has been made or will be made by the Company to induce any other party or to submit or not to submit a Proposal for the purpose restricting competition.

• No relationship exists or will exist during the contract period between the Company and the Council that interferes with fair competition or is a real or perceived conflict of interest. Should any such relationship arise, at any time, it will be immediately disclosed to the Council and the Council’s decision, if any, will be in its sole discretion and final.

Sincerely,

____________________________________________________________________________________
Company’s Authorizing Official Name and Title