# NOTICE TO VENDORS

# REQUEST FOR PROPOSAL

# The Iowa Telecommunications and Technology Commission operating the Iowa Communications Network (ICN) will be receiving sealed Bid Proposals for the following RFP until 4:00 p.m. central time, October 3, 2025:

**RFP 25-019**

**An integrated telecommunications Business Support System (BSS) and Operating Support System (OSS) solution**

**Issuing Officer - Brian Clayton**

**Iowa Communications Network**

**Grimes State Office Building**

**400 East 14th Street**

**Des Moines, IA 50319**

**Telephone 515-725-4616**

**Brian.clayton@iowa.gov**

**Vendors must comply with all affirmative action/equal employment opportunity provisions of State and Federal laws.**

THIS REQUEST FOR PROPOSAL CONSISTS OF FOUR CHAPTERS AND FOUR ATTACHMENTS:

CHAPTER TITLE

1 Administrative Issues

2 Contractual Terms

3 Technical Specifications

4 Evaluation Criteria

Attachment 1 Contractual Terms and Conditions (Sample Agreement)

Attachment 2 Bid Proposal Compliance Form

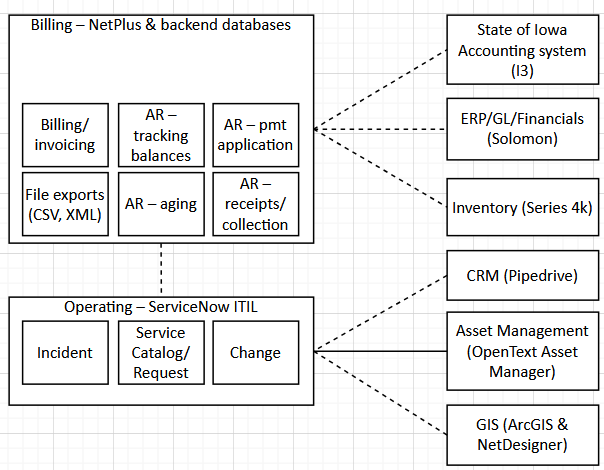
Attachment 3 Authorization To Release Information

Attachment 4 Bid Proposal Submittal Form

## CHAPTER 1

## ADMINISTRATIVE ISSUES

* 1. Purpose. The Iowa Communications Network is seeking Bid Proposals from Vendors who can provide an integrated telecommunications Business Support System (BSS) and Operating Support System (OSS) solution. As shown in the diagram below (left side), the ICN uses NetPlus (and backend databases) and ServiceNow today. These are the “core systems”. Solid lines represent mostly automated processes. Dashed lines represent mostly manual integrations. Proposals must either integrate with the adjacent systems or replace the functionality of the adjacent system. Major points will be awarded for meeting the requirements of the core systems, and bids will not be considered which do not sufficiently cover the core system functionality. Additional points will be awarded if the proposed solution converts manual integrations to automated, as well as for providing “nice to have” functionality.



* 1. Schedule and Submission of Bid Proposal.
     1. Questions and Answers. Vendors are invited to submit written questions and/or requests for interpretation/consideration/acceptance concerning this RFP on or before 4:00 p.m. central time **September 5, 2025**. Vendors with questions concerning this RFP may submit their questions in writing by mail or hand delivery to Brian Clayton at the address below, facsimile at (515) 725-4774 or electronic mail at brian.clayton@iowa.gov. Oral questions will not be accepted, and verbal communications shall not override written communications. Only written communications are binding on ICN. ICN will prepare a written response to all pertinent questions submitted by Vendors. These questions and responses will be posted on the ICN webpage ([www.icn.iowa.gov](http://www.icn.iowa.gov)) and transmitted via email to all Vendors to whom the RFP has been sent, prior to close of business on **September 12, 2025**.

1.2.2 Changes and Amendments. In the event it becomes necessary for ICN to amend, add to or delete any part of this RFP, the amendment will be provided to all Vendors to whom the RFP has been sent. Vendor’s Bid Proposal must include acknowledgment of all addenda issued by ICN.

1.2.3 Receipt of Bid Proposals. Bid Proposals must be received at ICN’s office no later than 4:00 p.m. central time **October 3, 2025.** **This requirement is a mandatory requirement and is not a minor deficiency subject to waiver by the ICN**. No Bid Proposals will be accepted after the date and time specified. A late Bid Proposal shall be returned unopened to the Vendor. Additionally, no Bid Proposal will be accepted by telephone, electronic mail or facsimile. **The Bid Proposals must be mailed (with mailing in sufficient time to arrive on or before this deadline requirement) or be delivered as follows:**

Mailing & Delivery Address:

Iowa Communications Network

Attn: Brian Clayton

Grimes State Office Building

400 East 14th Street

Des Moines, IA 50319

**If Bid Proposals are delivered by mail service, express courier, delivery service or company, or in person, it shall be the sole responsibility of the Vendor submitting the proposal to ensure that such delivery takes place prior to the aforementioned deadline. There shall be no waiving of the deadline due to mis-deliveries on the part of the Vendor, Vendor’s delivery staff or Vendor’s choice of delivery service(s). Deliveries made directly to ICN must be placed with the ICN Contracting Section or with an ICN staff person able to accept such delivery.**

1.2.4 Bid Proposal Opening. Bid Proposals will be opened at 9:00 a.m. central time on **October 6, 2025**. The Bid Proposals and the evaluation documents created by the ICN will remain confidential subject to Iowa Code Section 72.3 until the evaluation committee has evaluated all of the compliant Bid Proposals submitted in response to this RFP and the selection process is complete. The Bid Proposals submitted and the evaluation documents created by the ICN will be available for inspection subject to the exceptions described in Iowa Code Chapter 22 or other applicable law after the selection process is complete.

1.2.4.1 Failure to comply with or supply any and all information requested to accompany Bid Proposals may be cause for rejection of the proposal as non-compliant.

1.2.4.2 All Bid Proposals shall be firm for a period of 120 days to allow the evaluation committee to fully evaluate all proposals and make an award deemed to be in the best interest of ICN and the State of Iowa.

1.2.4.3 By submitting a Bid Proposal the Vendor agrees to the terms and conditions contained within this RFP.

* 1. Proposal Format.
     1. Bid Proposals shall be printed on 8.5” x 11” paper. One original and one (1) copy must accompany each submission. In addition, one copy shall be provided on standard CD or USB drive using Microsoft Word software. The original Bid Proposal must be in a package CLEARLY MARKED RFP 25-019 on the outer envelope or wrapping. This is necessary to ensure that the response package is handled properly for verification against the RFP deadline. Lack of notation of RFP number may affect the receipt timing and affect the evaluation process. Vendor should consider this item as a critical factor when submitting a response.

1.3.2 To achieve a uniform review process and the maximum degree of comparability, proposals shall be organized in the following manner:

* + - 1. Completed Bid Proposal Compliance Form (Attachment 2).
      2. Completed Authorization to Release Information Form (Attachment 3).

1.3.2.3 Completed Bid Proposal Submittal Form (Attachment 4). Vendor shall provide a positive statement of compliance or exception to each requirement listed. Vendor must identify any deviations from the requirements that the Vendor cannot satisfy. Any deviations from the requirements of the RFP or requirements the Vendor cannot satisfy may result in disqualification of the Vendor’s proposal.

1.4 Clarification of Proposals and Obtaining Information. ICN reserves the right to contact a Vendor after submission of Bid Proposals for the purpose of clarifying a Bid Proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Vendor has provided goods or services to the ICN, or any other political subdivision wherever located or requests for corrective pages in the Vendor’s Bid Proposal. This information may be used to evaluate the Vendor’s Bid Proposal. However, the information received from the Vendor shall not be considered in the evaluation of a Vendor’s Bid Proposal if the information materially alters the content of the Bid Proposal. ICN reserves the right to obtain information concerning any Vendor or any proposal from any source and to consider such information in evaluating the Vendor’s Bid Proposal.

1.4.1 Authorization to Release Information. The Vendor must sign the Authorization to Release Information Form included with this RFP as an attachment. Failure to sign this Authorization may result in the Bid Proposal being rejected outright.

1.5 Waiver of Deficiencies. ICN reserves the right to waive minor deficiencies in a Bid Proposal if, in the judgment of ICN, ICN’s best interest will be served. The decision as to whether a deficiency will be waived or will require the rejection of a Bid Proposal will be solely within the discretion of ICN. There is no guarantee or assurance that any deficiency will be deemed minor and that a deficiency will be waived. Each Vendor is specifically notified that failure to comply with or respond to any part of this RFP requiring a response may result in rejection of the Bid Proposal as not responsive.

1.6 Cost of Bid Proposal. ICN is not responsible for any costs incurred by a Vendor which is related to the preparation or delivery of the Bid Proposal or any other activities carried out by the Vendor as it relates to this RFP.

1.7 Bid Proposal Obligations. The contents of the Bid Proposal and any clarification thereto submitted by the successful Vendor shall become part of the contractual obligation and incorporated by reference into the ensuing Contract.

1.8 Bid Proposals Property of ICN. Except as otherwise stated herein, all Bid Proposals become the property of the ICN and the State of Iowa and shall not be returned to the Vendor unless all Bid Proposals are rejected. In the event all Bid Proposals are rejected, Vendors will be asked to send prepaid shipping instruments to the ICN for return of the Bid Proposals submitted. In the event no shipping instruments are received by the ICN, the Bid Proposals will be destroyed by the ICN. Additionally, the evaluation documents created by the ICN will be destroyed in the event all Bid Proposals are rejected. Otherwise, at the conclusion of the selection process, the contents of all Bid Proposals will be placed in the public domain and be opened to inspection by interested parties subject to the exceptions provided in Iowa Code Chapter 22 or other applicable law.

1.9 Rejection of Bid Proposals.

1.9.1 ICN reserves the right to reject any and all Bid Proposals, in whole and in part, received in response to this RFP at any time prior to the execution of a written Contract covering a particular location. Issuance of this RFP in no way constitutes a commitment by ICN to award a Contract for the products or services included in the RFP. This RFP is designed to provide Vendors with the information necessary for the preparation of competitive Bid Proposals. This RFP process is for ICN’s benefit and is intended to provide ICN with competitive information to assist in the selection of goods and services.

1.9.2 Disqualification. The ICN may reject outright and may not evaluate proposals for any one of the following reasons:

1.9.2.1 The Vendor fails to deliver the Bid Proposal by the due date and time.

1.9.2.2 The Vendor states that a service requirement cannot be met.

1.9.2.3 The Vendor's response materially changes a service requirement.

1.9.2.4 The Vendor’s response limits the rights of the ICN.

1.9.2.5 The Vendor fails to include information necessary to substantiate that it will be able to meet a service requirement.

1.9.2.6 The Vendor fails to respond to the ICN's request for information, documents, or references.

1.9.2.7 The Vendor fails to include a completed, signed Authorization to Release Information Form (See Attachment 3).

1.9.2.8 The Vendor fails to include a completed, signed Bid Proposal Compliance Form (See Attachment 2).

1.9.2.9 The Vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.

1.9.2.10The Vendor initiates unauthorized contact regarding the RFP with ICN employees.

1.9.2.11 The Vendor’s exceptions to the contract terms and conditions in Attachment 1 materially change the terms and conditions of Attachment 1 or the requirements of this RFP.

1.9.2.12 The Vendor provides misleading or inaccurate responses.

1.9.2.13 The Vendor’s proposal is materially unbalanced.

1.9.3 Failure of the Vendor to comply with additional information requests may be cause for rejection of the Bid Proposal as non-compliant.

1.10 Public Records and Requests for Confidentiality.

1.10.1 The release of information by ICN to the public is subject to Iowa Code Chapter 22 and other applicable provisions of law relating to the release of records in the possession of a State agency. Vendors are encouraged to familiarize themselves with these provisions prior to submitting a Bid Proposal. All information submitted by a Vendor may be treated as public information by ICN unless the Vendor properly requests that information be treated as confidential at the time of submitting the proposal. **In the event Vendor marks each page of its Bid Proposal as proprietary or confidential without adhering to the requirements of this Section, the ICN may reject the Bid Proposal as noncompliant.**

1.10.2 Any requests for confidential treatment of information must be included in a cover letter with the Vendor’s Bid Proposal and must enumerate the specific grounds in Iowa Code Chapter 22 or other legal reasons which support treatment of the material as confidential and must indicate why disclosure is not in the best interests of the public. The request must also include the name, address and telephone number of the person authorized by the Vendor to respond to any inquiries by ICN concerning the confidential status of the materials.

1.10.3 Any documents submitted which contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the proposal submitted, as well as the original proposal, must be marked in this manner. Vendor’s Submission of a Bid Proposal pursuant to this RFP constitutes Vendor’s agreement that the Vendor’s failure to properly mark information as confidential shall relieve the ICN from any responsibility if the information is viewed by the pubic, a competitor, or is in any way accidentally released.

1.10.4 In addition to marking the material as confidential material where it appears, the Vendor must submit one copy of the Bid Proposal from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the document as possible. These pages must be submitted with the cover letter and will be made available for public inspection.

1.10.5 The Vendor’s failure to request in the Bid Proposal confidential treatment of material pursuant to this Section and the relevant laws and administrative rules will be deemed by ICN as a waiver of any right to confidentiality which the Vendor may have had.

1.11 Restrictions on Gifts and Activities. Iowa Code Chapter 68B contains laws which restrict gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Vendors are responsible for determining the applicability of this Chapter to their activities and for complying with these requirements. In addition, Iowa Code Chapter 722.1 provides that it is a felony offense to bribe a public official.

1.12 Restriction on Communication. In the event that a Vendor or someone acting on the Vendor’s behalf attempts to discuss this RFP orally or in writing with any Commission member or any employee of ICN other than the ICN Contracting Officer, Vendor may be disqualified. No questions are to be asked of State of Iowa employees regarding this RFP, except for contact with the State Targeted Small Business Office by Vendors certified as Targeted Small Business Entities, without prior notification and approval by the ICN Contracting Officer, except as otherwise permitted by this RFP. All RFP contacts shall be made through the ICN Contracting Officer only.

1.12.1 The ICN assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing by the ICN and incorporated into this RFP.

1.13 Copyrights. By submitting a Bid Proposal, the Vendor agrees that ICN may copy the Bid Proposal for purposes of facilitating the evaluation or to respond to requests for public records. The Vendor consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party. ICN will have the right to use ideas or adaptations of ideas which are presented in the proposals. In the event the Vendor copyrights the Bid Proposal, the ICN may reject the proposal as noncompliant.

1.14 Conflict Between Terms. ICN reserves the right to accept or reject any exception taken by the Vendor to the terms and conditions of this RFP. Substantial variations between the Vendor’s terms and conditions and those contained in this RFP may be grounds for rejection of the Vendor’s Bid Proposal as non-responsive and non-compliant.

1.15 Release of Claims. With the submission of a Bid Proposal, Vendor agrees that it will not bring any claim or have any cause of action against ICN or the State of Iowa based on any misunderstanding concerning the information provided herein or concerning ICN’s failure, negligent or otherwise to provide the Vendor with pertinent information as intended by this RFP.

1.16 Construction of RFP with Laws and Rules. This RFP is to be construed in accordance with the laws of the State of Iowa, including Iowa Code Chapter 8D and Iowa Administrative Code Chapter 751. Changes in applicable laws and rules may affect the award process or the resulting Contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Vendors are encouraged to visit a web site containing references to the Iowa Code and the Iowa Administrative Code for information. A suggested address is <http://www.legis.state.ia.us> or http://www.icn.state.ia.us.

1.17 Soft Copy. Soft copies of the RFP will be available by request to: [brian.clayton@iowa.gov](mailto:brian.clayton@iowa.gov).

1.18 Downloading RFP from the Internet.All amendments will be posted on the ICN’s website at <https://www.icn.iowa.gov/> under Bidding Opportunities. Vendors are advised to check the ICN’s website periodically for amendments to this RFP, particularly if the Vendor downloaded the RFP from the Internet because the Vendor may not automatically receive amendments if it did not contact the ICN for a copy of the RFP. If the Vendor received this RFP as a result of a written request to the ICN, the Vendor will receive amendments.

* 1. Definition of Contract.The full execution of a written contract shall constitute the making of a contract for services and no Vendor shall acquire any legal or equitable rights relative to the contract services until the Contract has been fully executed by the successful Vendor and the ICN.

# Award Notice and Acceptance Period. The ICN will send the Notice of Intent to Award the Contract to all Vendors submitting a timely Bid Proposal. Negotiation and acceptance of the contracts shall be completed with the successful Vendors no later than sixty (60) days after Notice of Intent issuance date if there are no appeals filed. If an apparent successful Vendor fails to negotiate and deliver the executed contract by that date, the ICN may, in its sole discretion, cancel the award and award the contract for that site to the next highest ranked Vendor offering services for that end point location. The ICN reserves the right to continue negotiations after sixty days if, in ICN’s sole discretion, ICN deems it to be in the best interests of ICN to do so.

1.21 No Minimum Guaranteed. The ICN anticipates that the selected Vendor will provide services as requested by the ICN. The ICN will not guarantee any minimum compensation will be paid to the Vendor or any minimum usage of the Vendor’s services.

## CHAPTER 2

## CONTRACTUAL TERMS

2.1 Contractual Terms Generally.

2.1.1 The Contract the ICN expects to award as a result of this Request For Proposal will be based upon the Bid Proposal submitted by the successful Vendor (Vendor awarded the Contract) and this solicitation. The Contract between the ICN and the Vendor shall be a combination of the specifications, terms and conditions of the Request For Proposal, including the terms contained in the Contract Terms and Conditions Sample Agreement identified as Attachment 1, the offer of the Vendor contained in its Bid Proposal, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the ICN.

2.1.2 The Contract terms contained in Attachment 1 are not intended to be a complete listing of all Contract terms but are provided only to enable Vendors to better evaluate the costs associated with the RFP and the potential resulting Contract. Vendors should plan on such terms being included in any Contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in any pricing quoted by the Vendor.

2.1.3 By submitting a Bid Proposal, each Vendor acknowledges its acceptance of these specifications, terms and conditions without change except as otherwise expressly stated in the appropriate section of the Bid Proposal Compliance Form (Attachment 2). If a Vendor takes exception to a provision, it must state the reason for the exception and set forth in Attachment 2 of its Bid Proposal the specific Contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the ICN, in its sole discretion, resulting in possible disqualification of the Bid Proposal. The ICN reserves the right to either award a Contract without further negotiation with the successful Vendor or to negotiate Contract terms with the selected Vendor if the best interests of the ICN would be served.

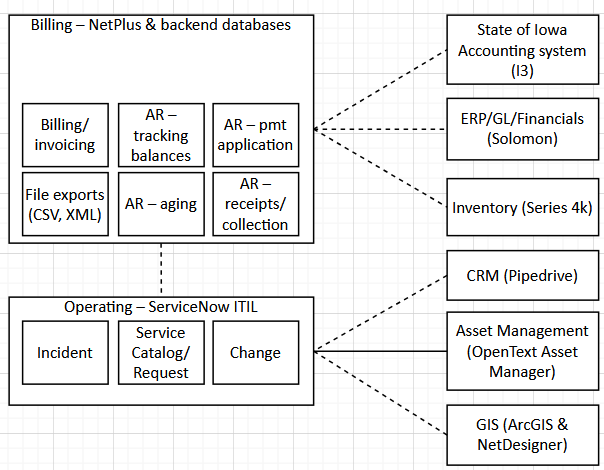
2.2 Additional Cost Items Not In Contract. ICN is unaware of any additional Contract terms that would add cost. Notwithstanding, should any Contract items arise that would cost additional monies; those costs shall be borne by the Vendor.

## CHAPTER 3

## TECHNICAL SPECIFICATIONS

3.1 BACKGROUND INFORMATION. The Iowa Communications Network (ICN) provides voice, video, security / cyber, data services and managed services to government, healthcare, public safety and education entities in the State of Iowa. In doing so, ICN operates like any other telecommunications carrier; taking orders, handling technical and financial requirements for delivering services, billing for those services, and responding to customer requests. The ICN produces approximately 2,200 invoices per month and receives 800 vendor invoices from approximately 350 vendors per month. The ICN currently tracks over 2000 sites across the state, with annual revenues of approximately $33 million. Currently, these various work processes are handled in manual and semi-automated ways using a wide variety of systems and documents. The process for handling requests varies based on the product, the customer and the workgroup(s) involved. This has led to duplication and fragmentation of the information that ICN uses to manage the overall business. It also creates knowledge management and training issues, as ICN staff must remember a number of rules and process flows, over and above the technical knowledge required for any given position.

3.2 PURPOSE. The Iowa Communications Network is seeking Bid Proposals from Vendors who can provide an integrated telecommunications Business Support System (BSS) and Operating Support System (OSS) solution. As shown in the diagram below (left side), the ICN uses NetPlus (and backend databases) and ServiceNow today. These are the “core systems”. Solid lines represent mostly automated processes. Dashed lines represent mostly manual integrations. Proposals must either integrate with the adjacent systems or replace the functionality of the adjacent system. Major points will be awarded for meeting the requirements of the core systems, and bids will not be considered which do not sufficiently cover the core system functionality. Additional points will be awarded if the proposed solution converts manual integrations to automated, as well as for providing “nice to have” functionality.



3.3 INSTRUCTIONS. Each section will request information, clarification and or confirmation related to the question and or identified functionality. Vendor shall provide a positive statement of compliance to each section 3.4 through 3.7 and provide a descriptive, detailed response how its product and or service meets each requirement or functionality. Vendor shall also complete the Bid Proposal Submittal Form (Attachment 4).

3.3.1 REQUIREMENTS. The system offered by the Vendor must meet or exceed the requirements identified as a requirement within each section. Major points are awarded for these. Additionally, if a Vendors billing system does not meet these requirements, the ICN may choose not to evaluate the system.

3.3.2 DESIRABLE FUNCTIONALITY. Items the ICN would like to see in the billing system offered, will be identified under ‘desirable functionality’ within each section. Vendor shall provide a response to each section detailing how its proposal does or does not provide the function or aspect.

3.4 BILLING/BUSINESS SUPPORT.Each section will request information, clarification and or confirmation related to the question and or identified functionality. Vendor shall confirm its understanding of each subsection and provide details of how Vendor complies with the requirement or desirable functionality.

REQUIREMENTS. The system offered by the Vendor must meet or exceed the requirements identified as a requirement within each section. Major points are awarded for these. Additionally, if a Vendors billing system does not meet these requirements, the ICN may choose not to evaluate the system.

* **Billable Elements and Items Related to Elements or Requests.**
* Must have the ability to bill multiple types of circuits: physical, virtual, and logical.
* The system must be able to manage different circuit types and associate them to customers, locations, and other groupings typical for telecom billing.
* The system must have the ability to present multiple billable items under a single service / circuit. (i.e. port charges, third party billing, recurring, non-recurring charges)
* The system must be able to track the following per billable item:
  + Object code (4 digits, sent via xml to state accounting system I/3)
  + General ledger code (5 digit)
* The system must allow for prorated, partial, and one-time charges.
* The system must allow the ability to split a charge by percentage or specific dollar amounts between accounts or sub-accounts.
* The system must allow the ability to bill one time / non-recurring charges and monthly recurring charges to a different accounts or cost centers.
* The system must be able to apply discounts and fees at the account, sub-account, service, or charge. These discounts and fees may be automatic or variable (example USF contribution fees, 911 county location fees)
* The system must capture or pull and display key circuit information shown below in an efficient and streamlined process for the customer and support staff throughout the lifecycle of a circuit (order, maintenance, changes/moves/adds, decommission, etc.)
  + A and Z location
  + Service (internet, data, voice, etc.)
  + Bandwidth
  + Description
  + Status (currently in-service, reserved, disconnected)
  + Correlate vendor/LEC Circuit ID to ICN circuit ID
  + Correlate Vendor Contract
  + Correlate Customer Contract
* The system must allow for documents to be attached to the Billing Order/Request (i.e. customer LOA, contract, etc.).
* The system must be able to create, upload, store, add or remove documents (invoices, forms, inventory lists, account usage, etc.). These should be able to be associated with vendors, customers, or one/multiple services/charges.
* The system must be able to have a customer/service specific rate sheet that can override any standard rate sheets that can be added and applied by the user.
* **Invoicing and Billing Account Management**
* The system must be able to automatically send invoices, reports, or similar documents to customers or a link to the documents. The documents must be able to be recreated or reprinted as necessary.
* The system must reasonably enable the ICN to efficiently send correspondence to select or all customers (e.g. rate changes to applicable groups, all customer notifications, etc.)
* The system must be able to track key billing information by customer, including locations, cost center, account, sub account, and GL code.
* The system must allow billing accounts to be managed efficiently and effectively - accounts/organizations merge, changes should not need to be made multiple times/places, etc. Where appropriate, field changes should be able to be pushed globally across the system.
* The system must allow the ability to designate account coding for each hierarchical level of billing accounts.
* The system must allow for efficient management of data, typically through bulk/batch import/export/validation processes. It must include more options than single field, point and click, data entry user interfaces.
* The system must have the ability to tie a service to a customer location (ICN uses an 11 alphanumeric character code to denote a location specific to the Account).
* Unique service identifiers (circuit IDs, telephone numbers, etc.) must be able to be displayed on invoices/bills.
* The system must be able to reasonably efficiently handle moving services between locations, customers, accounts, etc. and the charges should not need to be recreated. The proposal must explain how charge history is maintained.
* The system must be able to efficiently rebill customers for services ICN is billed by a vendor. For example, ICN is charged $0.015/minute by the vendor and needs to automatically charge the customer $0.020/minute for the service.
* The system must allow ICN to mark expenses (hours billed by contractors, equipment/materials purchased, leased circuits, etc.) as overhead or billable to a customer. This should be allowed to be overridden by select personnel.
* The system must include features designed to prevent common human errors or omissions typical to a mid-size telecom agency. For example, the system should not allow expense items to be entered but not associated with any billable order.
* Customers must be able to view billing and payment information in an effective and efficient portal, web app, or streamlined experience. They should be able to navigate from billing information to operating support information like incidents, service requests, maintenance/changes, etc.
* The system must allow staff to manage and maintain rates in a streamlined process and apply/update charges in an efficient manner.
* The system must be able to store information useful in the administration or use of the service (auth codes, PINs, etc.), and be able to show or hide the information based on roles/security.
* The system must provide efficient and modern consolidated billing invoice options for all products and services in a single bill, such as:
  + Presenting all recurring charges, usage-based charges, service charges, support charges, one time charges, financial charges, labor, and other charges in a single bill.
  + Invoice presentation options based on different services.
  + Grouping and subtotaling by service
  + Bills/invoices should be concise and not include duplicate information, mostly or entirely blank pages, services not applicable to the customer, etc.
* The system must allow ICN to run trial billing cycles at any time between closing billing cycles
* The system must allow ICN to run trial invoices for customers from trial billing cycle close information
* The system must be able to export an .xml file to upload for payment state financial system
* The system must be able to create summary reports/documents about exported data
* The system must allow ICN to run final billing cycle close at any time during the month to accommodate for timing of closes for fiscal year end
* The system must provide views of services associated with a customer account
* The system must allow the creation of additional/custom fields to track specific attributes and ability to add these fields to views/forms/screens, and search and report on them (e.g. ICN customer type, class, category, association, I/3 accounting string, ABA routing number, banking information)
* The system must allow ICN to efficiently manage billing for customers that are hierarchical. For example, we serve a state department, and we also serve specific facilities/regions of that department, and then further multiple divisions or teams within that facility/region. Accounts should be set up in a parent-child relationship or some similar mechanism to be able to manage and report/display accounts which are nested in this way.
* **USF Contributions.** For USAC Program Reimbursements (e.g., E-Rate). In summary, a telecom billing system that properly accounts for USAC must be highly configurable and able to handle complex rules for both financial contributions and program-specific invoicing. Its ability to accurately segment revenue, apply dynamic factors, and manage the split-billing process is essential for compliance and financial health. When a telecom provider, such as ICN, participates in USAC programs, the billing system becomes a tool for managing discounts and invoicing USAC directly. The billing system's role here is to accurately calculate, report, and manage the provider's contributions. This requires specific functionality:
* **Revenue Segmentation and Reporting:**
  + The software must be able to classify and categorize all revenue streams. This is the foundation for USAC reporting.
  + It must differentiate between interstate, international, and intrastate revenues. Only interstate and international revenues are subject to the USF contribution factor.
  + The system needs to track and report revenues from various services, including voice, data, and VoIP, and handle the complexities of bundled services to ensure the correct portion is allocated to the taxable revenue base.
* **Application of the Contribution Factor:**
  + The USF contribution factor is a percentage that the FCC updates quarterly. The billing system must have a mechanism to easily and accurately apply the correct factor to the designated revenue base for each reporting period.
  + This requires a flexible configuration that allows for regular updates to the percentage without needing a major system overhaul.
* **FCC Form 499-A/Q Reporting:**
  + The billing system must be able to generate the data required to complete FCC Forms 499-A (Annual) and 499-Q (Quarterly). This involves producing detailed reports on all revenue types and their associated interstate and international components.
  + The software should ideally be able to automate the generation of these forms or at least provide the necessary data in a format that can be easily used to complete the filings.
* **Customer Billing (Optional, but Common):**
  + Many providers choose to recover their USF contributions by passing the cost on to their customers as a separate line item on their bills.
  + The billing system needs to have the functionality to calculate this charge based on the customer's usage and services, ensuring the amount does not exceed the provider's actual contribution. The system must display this charge clearly and separately from other taxes and fees.
  + This requires a robust tax and surcharge management module that can handle complex rules and exemptions.
* **Service and Customer Eligibility Management:**
  + The system must be able to identify and tag customers who are part of a USAC program (e.g., a school with an E-Rate discount).
  + It must store key information, such as the Funding Request Number (FRN), the approved discount percentage, and the start and end dates of the funding commitment.
* **Split Billing and Discount Calculation:**
  + A core function is "split billing." The system must be able to calculate the total cost of a service and then separate it into two parts:
    1. The discounted portion, which will be invoiced to USAC.
    2. The non-discounted portion, which will be billed directly to the customer (e.g., the school or library).
  + The software must apply the correct discount percentage to the eligible services, ensuring accuracy and compliance with the funding commitment.
* **Automated Invoicing (FCC Forms 472 and 474):**
  + The billing system must be able to generate the data needed for the different USAC invoice forms.
  + **FCC Form 474 (Service Provider Invoice):** If the provider is invoicing USAC directly for the discounted portion, the system must generate detailed invoice data that can be used to complete the Form 474. It should track all approved services and their costs to ensure the reimbursement request is accurate.
  + **FCC Form 472 (BEAR Form):** If the customer pays the full bill and seeks reimbursement, the system must produce a clear and detailed invoice that the customer can use to file the BEAR Form with USAC.
* **Payment Tracking and Reconciliation:**
  + The system must provide a robust way to track payments from both the customer and USAC.
  + It must show the status of the USAC reimbursement, which invoices have been paid, and which are still pending. This is crucial for managing cash flow and reconciling accounts.
* **Audit and Compliance Reporting:**
  + USAC programs are subject to frequent audits. The billing system must maintain a comprehensive and easily accessible history of all invoices, payments, and discounts.
  + The system must be able to generate reports that demonstrate compliance with all USAC rules and regulations, including proof of service delivery and accurate application of discounts.

DESIRABLE FUNCTIONALITY. Items the ICN would like to see in the billing system offered, will be identified under ‘desirable functionality’ within each section. Vendor shall provide a response to each section detailing how its proposal does or does not provide the function or aspect.

* The system should automatically change the rate for expired discounts/pricing to the current applicable rate sheet pricing.
* The system should bundle services into packages or bill services separately, and bundles or packages could be created by customers.
* The system should allow for an expiration/alert to be set on service records or the billable items attached to them for discounts or special pricing that is only good for a certain time frame, or as part of a Contract.
* The system should tie billable items to multiple services or hierarchies (i.e. same port charge used as supporting/component charge for different overlaid services)
* The system should allow customers to set views, create and run reports/queries, and configure layouts or dashboards.
* The system should enable ICN to more efficiently reconcile vendor invoice item(s) to those invoiced to customers. This includes the ability to upload / track vendor payments against projects, tasks, services or work orders. This allows relating AP to AR items on an individual/line item basis.
* Customers should have the ability to configure useful financial limits or structures, like a maximum spend for a particular account.
* **Customer Contract Management**
* Handle customer contract lifecycle. Act as central repository for customer contracts, making them searchable and accessible.
* Ability to apply workflows to automate the lifecycle (drafting, approvals, execution, renewal)
* Integrate with CRM and billing components
* Provide renewal reminders

3.5 OPERATING SUPPORT.

REQUIREMENTS. The system offered by the Vendor must meet or exceed the requirements identified as a requirement within each section. Major points are awarded for these. Additionally, if a Vendors billing system does not meet these requirements, the ICN may choose not to evaluate the system.

* General
  + Configurable workflows to assign to tickets by type/category, including features to automate processes and reduce human intervention.
  + Configurable forms and views of tickets by role, workflow stage, etc.
  + Tickets associated with the customer and views available to see the customer's history across various types of engagements.
  + Tickets can be related, grouped, or linked to allow staff to efficiently view and act upon multiple tickets for a common project, event, outage, etc.
  + Robust capability for staff to create, view, share, and maintain reports, queries, dashboards, and views of tickets in the system.
* Incident & Change
  + Provide industry standard mechanisms for technical Change Management. Today we use the ITIL framework. The system must allow technical staff to assess, plan, and coordinate changes to the network, leadership to review and approve, and all staff to review multiple views of past and future changes.
  + Provide industry standard mechanisms for technical Incident or Trouble Management. Today we use the ITIL framework. The system must allow technical staff to receive, log, scope/qualify, prioritize/triage, assign and re-assign, and communicate with staff and customers about issues. The system needs to allow staff to manage a knowledge base of known issues and resolutions or workarounds, and present multiple useful views and reports of tickets. Tickets should be able to be related or linked and allow staff to efficiently act upon multiple tickets.
  + Provide a mechanism to track and manage underlying issues and known problems. These should be able to be related to active incidents, changes, etc.
  + Define Service Level Agreement (SLA) or alternative way to manage expected vs actual response and resolution times.
* Service Catalog / Request
  + Provide a catalog of services including internal requests and all variations of service provided to the customer base, including specifying information about each item (price, delivery mechanisms, support levels, speeds, etc.)
  + Allow staff, customers, etc. to intuitively request information or start the process to order services.
  + Request forms must be configurable to capture key data needed, and the forms must be prebuilt with industry standard and reasonably comprehensive fields, like customer information, billing information, dates (requested, planned, fulfilled, enabled), work notes and progress indicators, associated fees (expedite, one-time, recurring), and cost/time logging.
  + Based on workflow steps and request conditions, create tasks or notifications to staff to complete required actions (e.g. request submitted for a new location should notify someone to verify and create the location in the source of truth for locations we serve)
  + Allow staff to efficiently handle the fulfillment of requests involving multiple customers, services, locations, and completion dates.
  + Allow existing service records (phones, circuits, etc.) to be referenced/added to orders/requests.
  + Allow for documents to be linked/attached to orders/requests and managed efficiently throughout the workflow.
  + Allow the creation of ad-hoc tasks to a request (e.g. request does not exactly align with the normal workflow, we need to add a task or two along the way)
  + Configurable fields allowing ICN to categorize, organize, and add useful attributes to tickets (e.g. request type [estimate/install/move/add/change/disconnect])
  + Allow staff to efficiently (as automatically as possible) log customer inquiries and engagements as they relate to requests/orders

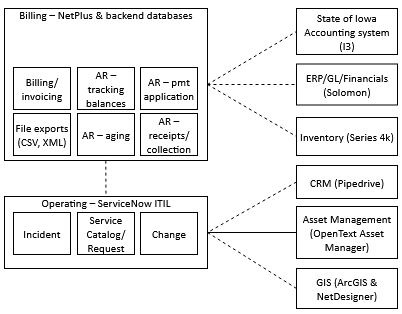
DESIRABLE FUNCTIONALITY. Items the ICN would like to see in the billing system offered, will be identified under ‘desirable functionality’ within each section. Vendor shall provide a response to each section detailing how its proposal does or does not provide the function or aspect.

* General

### Store and access the following Financial Service information:

* + - Costs for the provisioning of each service, itemized by cost types (e.g. licenses, material, labor) Including Direct costs (clearly attributable to a specific service) and Indirect costs (shared among multiple services). Ability to override (negotiated credits, or unique circumstances)
    - Profit margins percentage for each service (markup). Ability to override (negotiated credits, or unique circumstances)
    - Values of tangible service assets (infrastructure components)
    - Estimates of the values of intangible service assets (e.g. technical expertise, knowledge of the customers’ business processes)
* Incident & Change
  + Ability to track technician time in the system.
  + Ability to identify one or more customer/vendor technical Contacts.
  + Ability to identify billable/non-billable items in Incidents/Changes/Problems
* Service Catalog / Request
  + Map/correlate services between what is presented to customers, and technical underpinning services that support staff need to know
  + Correlate and display a hierarchy of services or dependencies in an overall circuit or service
  + Relate/link and display components (Dependent Configuration Items and Services) (Parent CIs and Services which this service references)
  + Prioritization mechanisms like due/target date or similar way to order/prioritize requests
  + Mechanism to efficiently communicate the state/status of third-party work required for the delivery of the customers’ request(s). For example, putting a request on hold and assigning a reason “pending 3rd party delay”.
  + Ability to add items to orders and mark them as billable with variable markups
  + Allow for configuration of notifications based upon multiple conditions, e.g. when an order is initiated for an item on an existing contract.

3.6 ADJACENT SYSTEMS. As stated in the RFP summary purpose, the new solution is primarily to replace the functions of Billing (NetPlus) and Operating (ServiceNow) tools we use today. The ICN’s intent is to procure a highly integrated system(s) to complete the key BSS and OSS functions listed in the sections above. The ICN also maintains several adjacent systems, and many data points are pulled from those systems and used in the billing and operating systems.



*Dashed lines - manual or semi-automated*

*Solid lines - mostly or fully automated*

Respondents must explain how the proposed solution will handle these data. The general options are:

* The new solution will maintain the current integration level/process.
  + Example: the new solution will still involve a manual file export, transform, and load to add revenue information to the ERP/GL financial system.
* The new solution will improve the current integration level/process.
  + Example: the new solution will involve a highly automated process to improve the integration between billing and the ERP/GL financial system.
* The new solution would change the source of truth for data, replace part or all functionality of the adjacent system, or generally be a new design of systems and their integrations.
  + Example: the new solution would not integrate with Series 4k inventory because it would become the source of truth for all that information.

Regardless of how the new solution will handle the data, respondents must confirm and explain how they will meet the requirements, and will get additional points for providing desired functionality.

Proposals will earn:

* no points if the solution cannot handle the data in any way
* base points for maintaining the current integration
* additional points for improving the integration
* additional points for replacing/redesigning systems, IF the solution is deemed feasible

ICN reserves the right to not award points or exclude bids if the proposed redesign is not feasible. As an example, a proposal that would replace all adjacent systems at once may take longer than our time constraints allow. Redesign proposals must explain if the adjacent systems can be replaced or redesigned after the core system is implemented.

As a general guideline, the CRM is not complicated to redesign or incorporate into the new system. The Inventory (Series 4k) and ERP/GL (Microsoft Dynamics SL) systems are moderately complicated, but would be considered. The GIS and Asset Manager systems would be highly complex to replace, and would need a very strong justification as well as phased timeline options. The State of Iowa accounting system is not possible to replace.

**Adjacent systems REQUIREMENTS and DESIRABLE FUNCTIONALITY**

* CRM
  + Explain integration options with Pipedrive CRM data,
  + OR confirm the new solution handles the following, and explain the plan to implement the new solution (timeline, changed integrations or processes, etc.)
    - CRM REQUIREMENTS
      * There are no hard-set CRM requirements
    - CRM DESIRABLE FUNCTIONALITY
      * Store and manage prospective customer information
        + Account
        + Contacts
      * Automate marketing interactions
      * Centralize customer information
      * Logging what customers have currently with competitors
      * Customer current and historical account Information
      * Store and track current services customer has today
      * Provide business intelligence
      * Facilitate communications
        + Schedule customer engagements
        + Communication log with customers
        + History of incidents, requests, billing, requests of ICN (non-service requests), etc.
      * Enter and Track prospective sales opportunities/leads
      * Analyze data
        + wins/losses
        + Sales metrics
      * Forecasting
      * Enable responsive customer service
      * Project service automation
      * Create and route customer Contracts
      * Ability to pull information from other systems. (API) including logging action
* ERP/GL
  + Integrate with Microsoft Dynamics SL aka Solomon financial system
    - Minimally, provide a file export and defined procedure to provide billing/revenue data to the ERP/GL
    - Better, provide a (semi) automated process to provide billing/revenue data to the ERP/GL
  + ORConfirm the new solution handles the following, and explain the plan to implement the new solution (timeline, changed integrations or processes, etc.)
  + ERP/GL REQUIREMENTS
    - Manage vendors (name, billing account, link invoice numbers, link invoice dates, service dates for invoice)
    - Manage invoices payable
      * Track key data (e.g. item/circuit, expense/GL account and sub-accounts, amounts charged/credited, start & end dates, date invoice received, associated ICN order numbers, vendor contract, PO number)
      * Provide options to process/pay invoices (verification, batching, scan/send, etc.)
    - Attach vendor documents (invoices, service records, etc.)
    - Track vendor service details (USOC, charge, service established/disconnected dates, service A and Z location, vendor contract number, etc.)
    - Tie vendor invoices to items billable to ICN customer accounts
    - Import data via multiple methods beyond single field data entry (csv, pdf, xml, etc.)
    - Provide reports of payment histories based on common fields (e.g. vendor, contract number, circuit, service ID, etc.)
  + ERP/GL DESIRABLE FUNCTIONALITY
    - Track payment release (date, person who authorized)
    - Import vendor tariff information including USOCs
    - Enable efficient comparison of vendor service records against invoices before verification and release
    - Allow staff to efficiently track and manage discrepancies
    - Allow staff to efficiently identify inactive circuits/services and not pay incorrect invoices
    - Allow staff to reconcile accounts receivable data with payable data based on circuit ID or similar key field
* ASSET MANAGER
  + Integrate with Opentext Asset Manager
    - Minimally, be able to import a file periodically to update Bss/Oss from Asset Manager’s data
    - Better, be able to automatically update Bss/Oss when Asset Manager items are updated/changed or on a routine schedule
  + ORConfirm the new solution handles the following, and explain the plan to implement the new solution (timeline, changed integrations or processes, etc.)
  + LOCATION REQUIREMENTS
    - Track locations including location name, unique (CLLI) code, address, latitude and longitude, status
    - Ability to add custom/notes fields to track things like fiber entrance location, power feed information, access/entry procedure notes, lock box location, ICN type/category of location, ICN ring area (used to track & assign IPs), and LATA
    - Allow definition of multiple addresses within a single building address (e.g. suites/offices)
    - Associate locations to customers and vice versa and display in views/reports/searches
  + LOCATION DESIRABLE FUNCTIONALITY
    - Associate contacts to locations as well as customers
    - Ability to group locations into categories
    - Ability to add fields (equipment present, preventive maintenance site, location categories/attributes like primary, alternate, bill-to, ship-to, equipment-only, emergency contact)
    - Attach files to locations (site drawings, pictures)
    - Allow locations to be displayed on a map
    - Allow a process to request changes to locations (add/move/update/change)
  + EQUIPMENT (Asset Manager) REQUIREMENTS
    - Track Network Equipment/Assets (category, subcategory, manufacturer, model, description, notes, software and firmware versions, maintenance schedule, location, history of work/requests/changes)
    - Track network equipment/asset lifecycle (end of life, support, etc.)
    - Enable staff to plan and record Circuit Layout/Design
    - Track and/or pull IP information from DNS/DHCP/IPAM system
    - Track base CMDB info - act as the central repository of network asset information, relationships, and configurations.
      * Equipment examples include chassis, slots, cards, ports, cabinets/racks, ports, power supplies, power infrastructure, hvac infrastructure, cables, cable bundle, cable pathway,
      * Attributes examples include categories, administrator, network status, effective date of status, date last PM’d, description/notes, IP/MAC/network addresses, port speeds available/configured/planned, Ethernet/MPLS tags, routing/BGP areas/AS numbers, cabinet slots/U’s, assigned positions (chassis/rack), power specifications, hvac specifications, cable types, ratings, connectors/ends, cable location, length, patch panel termination ID, pathway type
      * Ability to create, run, view, and share Equipment/Asset reports like count on hand, in reserve, by type of reservations (project, spares, etc.) auto-reorder thresholds, by site/location
  + EQUIPMENT (Asset Manager) DESIRABLE FUNCTIONALITY
    - Allow streamlined asset transfers automating tedious tasks like reassigning components to new locations, etc.
    - Allow a workflow to be applied to asset transfers enabling staff to approve and cancel transfers based on projects, budgets, etc.
  + CIRCUIT REQUIREMENTS
    - Capture detailed circuit design/tracking information, including things like order number, A and Z location details, circuit type, service category/subcategory, physical hand off, associated circuit ID, line coding, duplex settings, bandwidth, customer info, circuit status
    - Relate or tie component circuits together into a single billable circuit
    - Ability to manage circuits of various services (VoIP, ethernet, IP, digital/analog, etc.) and maintain physical and logical circuits
    - Ability to add fields to track additional information, like circuit designer/engineer or date of design, etc.
    - Ability to efficiently provide installation instructions (work orders / details) to technicians
    - Represent circuits with diagrams or charts clearly depicting key elements in the designed/built circuit
  + CIRCUIT DESIRABLE FUNCTIONALITY
    - History and notes fields for circuits
    - Relate circuits to equipment
    - Allow for versions of circuits/designs to be saved and referenced later
    - Enable designers to more efficiently create circuit designs, including features like templates, filter out non-applicable options to select from, not allowing non-compatible connections like fiber to copper endpoints, etc.
    - Ability to track other attributes of circuits, like misrouted, requires electrical/geographic diversity, critical/life safety circuit, etc.
    - Ability to link or relate circuits as providing redundancy to others
    - Ability to relate circuits hierarchically and show impacts of failures
* SERIES 4k INVENTORY/EQUIPMENT
  + EQUIPMENT (Series 4k Inventory - financial inventory)
    - Integrate with Series 4k Inventory
      * Minimally, be able to import a file periodically to update Bss/Oss from Series 4k’s equipment data
      * Better, be able to automatically update Bss/Oss when Series 4k’s equipment items are updated/changed or on a routine schedule
    - OR Confirm the new solution handles the following, and explain the plan to implement the new solution (timeline, changed integrations or processes, etc.)
    - EQUIPMENT (Series 4k Inventory) REQUIREMENTS
      * Ensure proper tracking and management of financial equipment assets for accountability and financial reporting. Typically including: part numbers, associated location, serial numbers, category, subcategory, quantity, acquisition price and date, install date, state ID/tag, owner, funding source, manufacturer, model, related PO number, history of work/change to asset, financial status, effective date of status, description/notes, end of life (financially), GAAP depreciation schedule, GL code for expense, capital/non-capital, billable directly to customer
      * Track maintenance contract(s), licenses, and warranties, typically including vendor and effective dates
    - EQUIPMENT (Series 4k Inventory) DESIRABLE FUNCTIONALITY
      * Ability to create equipment/assets efficiently and intuitively like duplicating existing or using quick templates with preconfigured fields by type of equipment/asset
      * Integrate with SNMP polling servers (e.g. add/remove equipment to list of items to poll)
      * Ability to track contracts applicable to equipment and report or notify staff of upcoming expiration & impact

3.7 SYSTEM (ADMIN, SECURITY, TECHNICAL)

SYSTEM REQUIREMENTS

* General
  + Provide configurable levels of notifications when billing or operational items are created, updated, removed, or other common trigger conditions to efficiently
  + Provide search functionality with multiple options, filters, conditions etc. or generally allow staff to quickly search and find necessary information
  + The system must provide a variety of standard reports and the ability to create ad hoc reports. Provide examples
  + The system needs to attest it plans to be compliant or seek exceptions to ADA Web Content Accessibility Guidelines
* Contacts
  + The system must be able to store contact information of customers’ billing and operational/technical personnel and allow staff to efficiently find and use the contact information.
* Technical/Administration
  + Actions in the system should be logged and auditable (user ID, date/time, action, etc.). The system should archive or be able to display the previous value when changed.
  + Role based access control for at least the core system modules/groups of functionality. Ability to allow varying levels of access for contractors of varying status/level of employment with ICN
  + On Prem
    - User Access levels will be assigned by active directory group membership.
    - Reports must be secured by role-based access controls
    - Vendor must describe the process of importing data
    - The system may support a wide variety of governmental, organizational and private users. Vendors MUST provide detailed workstation and browser hardware and software requirements for the proposed solution.  Vendors MUST indicate which of the following platforms/browsers the proposed solution supports: Internet Explorer, Chrome, Firefox, Safari, Apple iPhone, Windows, Android, Other (specify)
    - Vendors must indicate if a Microsoft SQL availability cluster can be used to store / backup the system's data.
    - Vendors must provide detailed database schema/dictionary information, including tables, relationships, columns, and data types.
    - Vendors must provide information on the architecture of the proposed solution. Such information should include, but not be limited to, the third-party vendors and components to be used; as well as any proprietary or customized components, and the roles fulfilled by each component.
    - Vendors must indicate the networking configuration required (ports, protocols, etc.) between any components that require or allow for distributed computing.
    - Vendors MUST identify minimum virtual machine hardware requirements and (optionally) preferred virtual machine hardware recommendations for deploying and operating the proposed solution. The system requirements will be used as a baseline for comparison with existing ICN infrastructure (including virtual servers) and may or may not be accepted as part of the solution.  The minimum virtual machine hardware requirements must allow the system to meet or exceed the minimum acceptable performance standards.
    - Vendors must identify all software associated with the operation of the system, including all third-party software that the State must acquire to deploy and operate the proposed solution. This SHOULD include, but not be limited to, operating system, DBMS or application server licenses, client software, drivers, adapters and converters, copyrighted media, logos or images, client access licenses, etc.
    - Software costs must be separate and itemized in the Cost Proposal.
    - Vendors must identify supported methods of integrating with the proposed solution including, but not limited to the following: SOAP/POX/REST, Direct database access (shared tables through ODBC, JDBC, other), File Transfer (upload/download) including formats (XML, CSV, etc.), Message-Oriented (JMS, MSMQ), COBRA/RMI/DCOM, Other (specify)
    - Where there are variations, identify integration methods available for the system architecture components.
    - Indicate which interface methods can be scheduled to run, providing automated data import and/export.
    - The system must use one or more specific TCP/UDP ports for IP communications with the software to aid in traffic identification and firewall configuration.
    - The Vendor must list out of the box integrations that the system will support with other products.
  + Cloud/Hybrid
    - Distinct from on prem:
      * User Access levels will be assigned within the Cloud application by administrators.
      * Ignore the requirements for specifying virtual machine specs
    - In addition to the on-prem requirements:
      * Vendor must detail available performance metrics.
* Security
  + On Prem
    - The system must utilize role-based security requiring each user to register and log into the system using a unique user name and password.
    - The system must allow for the association of a user account to a contact record in the system
    - The system must provide access controls based on Organization and/or Role memberships of a given account
    - The system must allow for access control to be applied at the field level, providing certain roles with read only, read/write, or no access to information.
    - User Accounts must be stored and authenticated by Active Directory.
    - Vendor must provide Secondary authentication methods for systems that are accessible via the internet.
    - Vendor must identify Secondary authentication method(s) available like email, SMS text, OKTA, Duo, etc.
    - The proposed solution must encrypt all customer traffic between the client and server.  Consistent with the State's operating environment, vendors must indicate if the proposed solution is compatible with SSL provided by a reverse proxy, and not by the HTTP or application server.  Systems SHOULD NOT rely on the “Host:” header passed to them, as translation of this value can occur at the reverse proxy layer.  Systems SHOULD be able to function in a NAT environment, where physical IP addresses are not provided. - vendor shall detail how the data is protected cryptographically (encrypted) when in transmission.
    - Vendor shall acknowledge that the ICN maintains sole ownership of data.
    - System will send syslog messages to an external receiver for all database CRUD (Create, Read, Update, Delete) operations with no less than date, time, time zone, username, user source, operation, table name, primary key
    - All systems must support installation of external endpoint protection software by the ICN (Identify operating system(s) and confirm that 3rd party software installations are authorized).  Describe an example of how the software is installed.
    - Vendor must send email notifications to designated email addresses and provide a single URL that identifies the current version.  Vendor must identify how the vendor will notify the ICN of updates and patches.
    - Database tables and table relationship data will be exported weekly in CSV UTF-8 format.
    - All components outside of the client's computer must function inside a virtual environment.  The ICN uses multiple virtual environments. Vendor must identify all virtual environments they support.
    - All virtual systems must be capable of being restored from a Proxmox Backup Solution or Veeam backup.
    - The proposed system should support a load of 50 concurrent user sessions and the system must complete 95 percent of all requests within 5 seconds.
    - Vendors must indicate how quickly they support new versions/patches/security updates to software needed to run their solution. (Including but not limited to major/minor: browser versions, Workstation OS versions, server OS versions, database versions, workstation/server security patches)
  + Cloud/Hybrid
    - In addition to the on-prem requirements:
    - All data residing outside of system ram must be encrypted (this includes all HDDs and backups) - vendor shall detail how data is protected cryptographically (encrypted) when stored.
    - System will send syslog messages to an external receiver for all failed and successful authentication attempts with no less than date, time, time zone, username, usersource, outcome (success/failed)
    - System will send syslog messages to an external receiver for all network communications with no less than date, time, time zone, sourceIP, sourceport, destinationIP, destination port, IP protocol
    - Vendor MUST identify how the vendor will notify the ICN of a potential security breach.
    - The system MUST be capable of storing backups and restoring at a secondary geographic location no less than 100 miles away from the primary site within a Disaster Recovery interval of X min.  The secondary geographic location MUST be within the continental United States with preference given based on distance from 400 E 14th St, Des Moines, IA 50319.  Vendors MUST provide detailed information on existing implementation(s) that meet or exceed this goal in production.
    - ICN will be reimbursed prorated rates for unplanned service interruptions regardless of the origin of the interruption.
    - ICN will be reimbursed prorated rates for availability less than 99.9% uptime.

SYSTEM DESIRABLE FUNCTIONALITY

* General
  + Ability to track time each user spends on each ticket
  + Ability to synchronize system to Outlook calendars for things like Changes, scheduled tasks, etc.
* Contacts
  + Allow import/updates of contact records from sources like Active Directory
  + Allow for sections/groups of contacts to be updated automatically and others to be maintained statically/manually
* Technical/administration
  + On prem
    - The proposed solution SHOULD be capable of providing data for third-party reporting tools such as: Microsoft SQL Server Reporting Services, Other (please specify)
    - The system should allow for remote monitoring and/or alerting of all vital system components.
    - The system should provide online operating documents and help.
* Security
  + On prem, cloud, or hybrid
    - The system should allow for "working hours" and similar restrictions/alerts in the access controls
    - Vendor solution should be capable of restoring a single record from Proxmox Backup Solution or Veeam backup. Vendor SHOULD describe the process.
  + Cloud or hybrid
    - The system SHOULD be able to run from multiple physical locations, either concurrently or as part of disaster recovery.

3.8 ACCEPTANCE TESTING. Each section will request information, clarification and or confirmation related to the question and or identified functionality. Vendor shall confirm its understanding of each subsection and provide details of how Vendor complies with the requirement or desirable functionality.

3.8.1 Except as otherwise specified in the Scope of Work, all deliverables shall be subject to the ICN’s acceptance testing and acceptance, unless otherwise specified in the Statement of Work. Upon completion of all work to be performed by vendor with respect to any deliverable, vendor shall deliver a written notice to ICN certifying that the deliverable meets and conforms to applicable specifications and is ready for ICN to conduct acceptance tests; provided, however, that vendor shall pretest the deliverable to determine that it meets and operates in accordance with applicable specifications prior to delivering such notice to ICN. At the ICN’s request, vendor shall assist the ICN in performing acceptance tests at no additional cost to ICN. Within a reasonable period of time after ICN has completed its acceptance testing, ICN shall provide vendor with written notice of acceptance or non-acceptance with respect to each deliverable that was evaluated during such acceptance testing. If the ICN determines that a deliverable satisfies its acceptance tests, the ICN shall provide vendor with notice of acceptance with respect to such deliverable. If the ICN determines that a deliverable fails to satisfy its acceptance tests, the ICN shall provide vendor with notice of non-acceptance with respect to such deliverable. In the event the ICN provides notice of non-acceptance to vendor with respect to any deliverable, vendor shall correct and repair such deliverable and submit it to the ICN within ten (10) days of vendor’s receipt of notice of non-acceptance so that the ICN may re-conduct its acceptance tests with respect to such deliverable. In the event the ICN determines, after re-conducting its acceptance tests with respect to any deliverable that vendor has attempted to correct or repair pursuant to this section, that such deliverable fails to satisfy its acceptance tests, then the ICN shall have the continuing right, at its sole option, to:

3.8.1.1 Require vendor to correct and repair such deliverable within such period of time as the ICN may specify in a written notice to vendor;

3.8.1.2 Refuse to accept such deliverable without penalty and without any obligation to pay any fees or other amounts associated with such deliverable (or receive a refund of any fees or amounts already paid with respect to such deliverable);

3.8.1.3 Accept such deliverable on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to the ICN’s satisfaction, the deficiencies present therein and any reduced value or functionality of such deliverable or the costs likely to be incurred by the ICN to correct such deficiencies; or

3.8.1.4 Terminate the resulting contract and/or seek any and all available remedies, including damages. Notwithstanding the provisions of the resulting contract, the ICN may terminate the contract without providing vendor with any notice or opportunity to cure. The ICN’s right to exercise the foregoing rights and remedies, including termination of the resulting contract, shall remain in effect until acceptance tests are successfully completed to the ICN’s satisfaction and the ICN has provided vendor with written notice of final acceptance. If the ICN determines that all deliverables satisfy its acceptance tests, the ICN shall provide Vendor with notice of final acceptance with respect to such deliverables. Vendor’s receipt of any notice of acceptance, including final acceptance, with respect to any deliverable(s) shall not be construed as a waiver of any of the ICN’s rights to enforce the terms of the resulting contract or require performance in the event vendor breaches the contract or any deficiency is later discovered with respect to such deliverable(s).

3.9 DEMONSTRATION REQUIREMENTS. The ICN reserves the right to request system demonstrations with not more than four (4) RFP finalists whose RFP response packages scored the highest. The determination of whether to request a demonstration is entirely at the discretion of the evaluation committee. The identity of those requested to demonstrate their proposed system will remain confidential until the ICN issues a notice of intent to award the contract. The intent is to schedule demos the week of **October 13, 2025 – October 17, 2025**.

3.9.1 Vendor shall confirm its understanding that if requested, Vendor shall provide ICN a demonstration of the system covering all aspects proposed within the bid response.

3.9.2 Bids will be scored based on responses, and 2 - 4 top candidates will be selected to provide demonstrations which will cover the key sections of the bid. While ICN will not manage the vendors time, demos are expected to be 1-2 hours and cover the four main bid areas (billing/business, operating, integration with adjacent systems, and system) adequately to allow ICN to confirm paper responses, ask clarifying questions, and deepen understanding of the proposed solution.

3.9.3 The ICN retains the right to request specific functionalities or characteristics be highlighted within the demonstration (e.g. if the paper bid left room for several interpretations, or if the answer fulfills the question but we still don’t quite understand how the proposal solves the requirement).

3.9.4 Points will be awarded for demos in a similar format as the initial bid (paper) scoring: major points will be awarded for meeting the requirements/core functions, and minor points for providing additional functionality. If paper scoring separates vendors enough that demo points cannot alter the order (i.e. number 2 cannot mathematically jump to number 1), demos may instead be skipped or requested only to deepen the ICN’s understanding to prepare it for implementation.

3.10 VENDOR PERFORMANCE. Each section will request information, clarification and or confirmation related to the question and or identified functionality. Vendor shall confirm its understanding of each subsection and provide details of how Vendor complies with the requirement or desirable functionality.

3.10.1 The successful bidder will be required to register to do business in Iowa.

3.10.2 Vendors MUST provide the following information about company experience & qualifications:

3.10.2.1 Business background, number of clients, number of years in business, and other information as necessary to provide assurance of your financial stability.

3.10.2.2 The number of years of experience providing the types of services sought by the RFP.

3.10.2.3 The level of technical experience in providing the types of services sought by the RFP.

3.10.2.4 All services similar to those sought by this RFP that the bidder has provided to other businesses or governmental entities.

3.10.2.5 A list of similar projects that are currently in process by the bidder.

3.10.3 Vendors MUST provide letters of reference from three (3) clients knowledgeable of the bidder’s performance in providing services similar to the services described in this RFP. Include full contact information including name, title, telephone and fax numbers plus email addresses for each reference.

3.10.4 Vendors MUST provide the following information regarding personnel and capabilities:

3.10.4.1 A table of organization. Illustrate the lines of authority. Include the names and credentials of the owners and executives of your organization and, if applicable, their roles on this project. Also include key personnel who will be involved in providing services contemplated by this RFP.

3.10.4.2 Resumes for all personnel, including any subcontractors, who will be involved in providing the services contemplated by this RFP. The resumes must include: name, education, and years of experience and employment history, particularly as it relates to the scope of services specified herein. It is expected that the key personnel presented in the vendor response to the RFP will be the team members involved in providing the services for transition to the new software system. The ICN reserves the right to approve any staff changes.

3.10.4.3 The name and qualifications of any subcontractor/vendor who will be involved with this project. Describe the work and estimate the percent of total work the subcontractor will be performing.

3.10.4.4 Other contracts and projects currently undertaken by the Vendor.

3.10.5 Vendors MUST provide the following financial information to demonstrate long term viability to carry out the requirements of any contract with the State:

3.10.5.1 Audited financial statements (annual reports) for the last three (3) years and/or bank statements, credit reports etc. These may be via a web address or as part of the documentation.

3.10.5.2 A minimum of three (3) financial references.

3.10.5.3 Certification that vendor is bondable and provide bond rating.

3.10.6 Vendors MUST provide the following information about Termination, Litigation, and Investigation:

3.10.6.1 During the last five (5) years, has the Vendor had a contract for services similar to those contemplated terminated for any reason? If so, provide full details related to each termination.

3.10.6.2 During the last five (5) years, describe any damages or penalties or anything of value traded or given up by the Vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting Contract. If so, indicate the reason and the estimated cost of each incident to the bidder.

3.10.6.3 During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the Vendor to perform the required services. The Vendor 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 Proposal or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a Bid Proposal, 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 ICN.

3.10.6.4 During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the Vendor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.

3.11 PRICE PROPOSAL. Each section will request information, clarification and or confirmation related to the question and or identified functionality. Vendor shall confirm its understanding of each subsection and provide details of how Vendor complies with the requirement or desirable functionality.

3.11.1 Vendors MUST include the following itemized elements in pricing proposals:

3.11.1.1 Prices for each module referenced in the proposal

3.11.1.2 Estimated costs for the recommended hardware identified

3.11.1.3 VAR or market-price estimates for associated software identified

3.11.1.4 Installation of modules if able to be installed in phases

3.11.2 Vendors SHOULD include the following elements in pricing proposals:

3.11.2.1 Special pricing that is available for specific combinations of modules

3.11.2.2 Alternative software costs that take advantage of existing State resources such as MS Reporting Services, Business Objects, etc.

3.11.2.3 Alternative hardware costs that take advantage of existing State resources, such as virtual servers, SAN storage, etc.

3.11.3 Vendors submitting SaaS/hosted licensing options MUST provide the following options:

3.11.3.1 Month-to-month pricing (no ongoing commitment)

3.11.3.2 Three-year commitment (if different from the monthly price)

3.11.3.3 Six-year commitment (if different from the three-year price)

3.11.4 Vendors MUST include the following itemized elements for professional services / consulting time identified.

3.11.4.1 Estimated hours, hourly rates and cost for meeting all mandatory requirements.

3.11.4.2 Estimated hours, hourly rates and cost for implementation of any combinations of modules offered.

3.11.4.3 Estimated hours, hourly rates and cost for implementation of SaaS/hosted options offered.

3.11.5 Vendors MUST provide itemized service levels and costs for ongoing maintenance and technical support of each module, bundle or service that is proposed. Service level definitions MUST include:

3.11.5.1 Contact channels (phone, email, etc.)

3.11.5.2 Coverage hours/days (e.g., 24x7, 12x5, etc.)

3.11.5.3 Committed service levels (response times,

3.11.5.4 Escalation path / procedure

3.11.5.5 Policy and pricing for migrating customizations from one version to the next

3.11.6 If multiple levels of maintenance and technical support are available, Vendors SHOULD provide descriptions and pricing for each.

## CHAPTER 4

## EVALUATION CRITERIA

4.1 Award Process.

* + 1. An evaluation committee assigned by personnel within the ICN will review the Bid Proposals. The evaluation committee will consider all information provided when making its recommendation and may consider relevant information from other sources. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

4.1.2 The evaluation committee reserves the right to request oral presentations and conduct a Best and Final Offer (BAFO) process with not more than four (4) RFP finalists whose RFP response packages scored the highest. The determination of whether to request an oral presentation and/or BAFO is entirely at the discretion of the evaluation committee. The identity of all finalists shall remain confidential until the ICN issues a notice of intent to award the contract. Oral presentations and/or submission of BAFOs shall be scheduled at a due date and time determined by the ICN. Any BAFO requested by the ICN shall be submitted in sealed envelopes to the Issuing Officer on or before the time and date determined by the ICN. Evaluation of BAFOs and/or oral presentations shall be conducted and scored in exactly the same manner as the original proposals. The evaluation committee shall consider the Technical Proposal and ICN Organization information available in the original response to the RFP as well as information presented in the oral presentation in determining the final score for the Technical Proposal and ICN Organization. Scores from the four (4) finalists on any BAFO and/or oral presentation shall replace the score achieved in the original evaluation.

4.1.3 The evaluation committee will make a recommendation to the Executive Director of the ICN indicating the committee’s recommendations for which Vendor it believes the ICN should select to receive Contract. The Executive Director will select the Vendor to receive the award. The Executive Director is not bound by the committee’s recommendation. All Vendors submitting Bid Proposals will receive notification of the award.

4.1.4 All applicable contracting requirements imposed by this RFP and Iowa law shall be met by the Vendor. The successful Vendor must, in a timely manner, enter into Contract with the ICN to implement the services contemplated by this RFP. Failure of a successful Vendor to agree to the terms of a Contract within a timely manner may be grounds for the ICN to award to the next compliant Vendor for that site.

* 1. Evaluation Criteria. The bid proposals will be evaluated using a scoring system which will be made available at the time of the Bid Opening. Evaluation of bid proposals will be based on, but not limited to, the general criteria, included in the Vendor response to Chapter 3. It shall be Vendor’s responsibility to ensure that the proposal offered fully iterates the Vendor ability to perform the RFP requirements, and to clearly show how the Vendor would perform the requested services. The ICN shall not necessarily award the contract to the Vendor offering the lowest cost to the State. The ICN may award a contract to the most responsible Vendor meeting the requirements of this RFP and which in the determination of ICN provides the best value to the State after considering price and compliance with the provisions of this request.

## ATTACHMENT 1

## CONTRACT TERMS AND CONDITIONS

## RFP 25-019

SECTION 1. IDENTITY OF THE PARTIES.

1.1 The Iowa Communications Network (ICN) is authorized by the Iowa Code Chapter 8D to operate a communications network in the State of Iowa. The ICN’s address is Grimes State Office Building, 400 East 14th Street, Des Moines, IA 50319.

1.2 Vendor is a corporation qualified to provide (list the service) and is authorized to conduct business in the State of Iowa. Vendor address is (awarded vendor will be listed).

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of XXXXXXXXXXXXXXXXXXXXXXXXXXX. ICN is entering into this Agreement pursuant to Iowa Code Chapter 8D.

SECTION 3. TERM. This Agreement is effective upon signature of both Parties and shall continue for (identify term & renewals). The Agreement may be renewed upon mutual written agreement of the Parties.

SECTION 4. DOCUMENTS INCORPORATED BY REFERENCE.

4.1 Incorporation of Bid Proposal Documents. The Request for Bid Proposal and the Vendor’s bid proposal in response to this RFP, together with any clarifications, attachments, appendices, amendments or other writings of the ICN or the Vendor (collectively bid proposal) are incorporated into this Agreement by this reference as if fully set forth in this Agreement.

4.2 Contractual Obligations of Vendor. The terms and conditions of the bid proposal and of the RFP are made contractual obligations of the Vendor.

4.3 Contents of Agreement. The parties acknowledge that this Agreement consists of this document as well as the RFP and the bid proposal and that the parties are obligated to perform as set forth in the RFP and the bid proposal to the same extent that they are obligated to perform the specific duties set forth in this document.

4.3.1 Order of Preference. In the case of any inconsistency or conflict between the specific provisions of this document, the RFP or the bid proposal, any inconsistency or conflict shall be resolved as follows:

4.3.2 First by giving preference to the specific provisions of this Agreement.

4.3.3 Second, by giving preference to the specific provisions of the RFP.

4.3.4 Third, by giving preference to the specific provisions of the bid proposal.

4.4 Intent of References to Bid Documents. The references to the parties' obligations, which are contained in this document, are intended to change, supplement or clarify the obligations as stated in the RFP and the bid proposal. The failure of the parties to make reference to the terms of the RFP or bid proposal in this document shall not be construed as creating a conflict and will not relieve the Vendor of the contractual obligations imposed by the terms of the RFP and the bid proposal. Terms offered in the bid proposal, which exceed the requirements of the RFP, shall not be construed as creating an inconsistency or conflict with the RFP or this document. The contractual obligations of the ICN cannot be implied from the bid proposal.

SECTION 5. DEFINITIONS. The following words shall have the meanings set forth below. Words in the singular shall be held to include the plural and vice versa, and words of gender shall be held to include the other gender as the context requires. For the purposes of this Contract, the following terms and all other terms defined in this Contract shall have the meanings so defined unless the context clearly indicates otherwise.

5.1 “Agreement” or “Contract” shall mean this document and any amendments to this document or any other documents incorporated by reference. “Contract” used with Chapter 3 of the RFP shall mean a binding agreement between two or more parties related to goods or services.

5.2 “Asset” shall mean the common term used for an item and or a piece of equipment

5.3 “ASCII” shall mean American Standard Code for Information

5.4 “AR” shall mean Accounts Receivables

5.5 “API” shall mean Application Programming Interface

5.6 “ACD” shall mean Automatic Call Distribution

5.7 “BAN” shall mean Billing Account Number

5.8 “CDR” shall mean Call Detail Record

5.9 “Circuit” shall mean a discrete (specific) path between two or more points along which signals

5.10 “Customer(s)” shall mean end user(s) of the ICN services, as authorized by Iowa Code.

5.11 “CLLI” shall mean Common Language Location Identifier

5.12 “CLEI” shall mean Common Language Equipment Identifier

5.13 “DBMS” shall mean Data Base Management System

5.14 “DNIS” shall mean Database in Networked Information Systems

5.15 “ICN” shall mean the Iowa Telecommunications and Technology Commission operating the Iowa Communications Network.

5.16 “IFAS” shall mean Iowa Finance Authority System

5.17 “IP” shall mean Internet Protocol

5.18 “ID” shall mean Identification

5.19 “ICM” shall mean integrated Call Management

5.20 “I/3” Integrated Information for Iowa, Integrated Information for Iowa (I/3) is the State of Iowa’s Enterprise Resource Planning system. I/3 supports the State's financial processes such as Accounts Payable, Accounts Receivable, Procurement, General Accounting, Fixed Assets, Budget Preparation and Applicant Tracking, also known as BrassRing.

5.21 “LD” shall mean Long Distance.

5.22 “LOA” shall mean Letter Of Authorization.

5.23 “MACD” shall mean Moves, Adds, Changes, Deletes.

5.24 “Order(s)” shall mean the method by which end user initiates request for ICN Service.

5.25 “Parent CI” shall mean Parent Configuration Item.

5.26 “Request” shall mean method by which a Customer starts the process to obtain ICN Services.

5.27 “Service” shall mean that which is ordered by end user and provided by ICN.

can be carried, between ICN and end user Customer.

5.28 “SLA” shall mean Service Level Agreement.

5.29 “SaaS” shall mean Software-as-a-Service.

5.30 “State” shall mean the State of Iowa and all of its departments, boards, and commissions, including the ICN.

5.31 “.txt” shall mean Trusted Execution Technology.

5.32 “USF” shall mean Universal Service Fund.

5.33 “Vendor” shall mean [Vendor will be listed].

SECTION 6. SCOPE OF WORK.

6.1 Scope of Services.

6.1.1. The services to be performed pursuant to and as a result of this Agreement by the Vendor are described on Schedule A attached hereto and made a part hereof by this reference.

6.1.2 The Vendor shall prepare and deliver specifications to the ICN which will detail the design, technical and functional capabilities, look and feel, and other attributes related to the project, all as more fully described in Schedule A.

6.2 Amendments to Scope of Services and Specifications. The parties agree that Schedule A, Scope of Services, and the specifications, may be revised, replaced, amended or deleted at any time during the term of this Agreement to reflect changes in service or performance standards upon the mutual written consent of the parties.

6.3 Brand Name or Equal Items. Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

6.4 Formal Specifications. When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

6.5 Industry Standards. Services rendered pursuant to this Agreement shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and with generally acceptable industry standards of performance for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Agreement the parties agree that the applicable specification shall be the generally accepted industry standard. As long as the ICN notifies Vendor promptly of any services performed in violation of this standard, Vendor will re-perform the services, at no cost to ICN, such that the services are rendered in the above-specified manner.

6.6 Non-Exclusive Rights. This Agreement is not exclusive. The ICN reserves the right to select other Vendors to provide services similar or identical to the Scope of Services described in this Agreement during the term of this Agreement.

6.7 Staffing.The ICN reserves the right to disapprove any employee of Vendor who is assigned to provide services pursuant to this Agreement or to request Vendor to remove an employee from providing services pursuant to this Agreement at any time during the Agreement’s duration if the employee fails to perform as required by Vendor and/or ICN, which includes adherence to State of Iowa work rules and policies including background checks and training requirements.

SECTION 7. COMPENSATION.

7.1 Payment Terms. The Vendor shall identify services rendered and submit itemized invoices for amounts owed on a monthly basis. ICN shall pay all approved invoices in arrears and in conformance with Iowa Code. ICN may pay invoices in less than 60 days as provided in Iowa Code; however, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code. Any sums owed to ICN by the Vendor shall be itemized and deducted from the Vendor’s invoice prior to submission. Notwithstanding anything herein to the contrary, ICN shall have the right to dispute any invoicesubmitted for payment and withhold payment of any disputed amount if ICN believes the invoice is inaccurate or incorrect in any way. Invoices shall be submitted to ICN Finance – Accounts Payable, Grimes State Office Building, 400 East 14th Street, Des Moines, IA 50319.

7.2 Pricing. The pricing matrix is described in Schedule A. The parties agree that the pricing may be revised, replaced, amended or deleted at any time during the term of this Agreement upon the mutual written consent of the parties.

7.2.1 If Vendor fails to submit an invoice within 60 days after shipment of the goods or provision of the service pursuant to this Contract, the ICN shall be excused from any liability owing to the Vendor and shall not pay invoices submitted after the 60th day. Additionally, ICN must receive all fiscal year invoices no later than July 15. ICN shall be excused from any liability owing to the Vendor and shall not pay invoices submitted after July 15.

7.3 Reimbursable Expenses. There shall be no reimbursable expenses associated with this Agreement separate from the compensation referred to in this section. Vendor shall be solely responsible for all costs and expenses, including, but not limited to, travel, mileage, meals, lodging, equipment, supplies, personnel, training, salaries, benefits, insurance, conferences, long distance telephone, and all other costs and expenses of Vendor.

7.4 Freight. The ICN requests that all shipments be quoted and delivered F.O.B. Point of Destination, Freight paid by Vendor. Vendor bears all risk of loss during shipment of goods. The Vendor shall properly package goods. The State will not accept noticeably damaged goods. The State reserves the right to inspect the goods at a reasonable time subsequent to delivery in the event the State is unable to perform an adequate inspection of the goods at the time of delivery. If the State discovers damaged or defective goods not readily apparent at the time of delivery, the State shall have the right to return goods at no cost to the State, regardless of when the damage or defect is discovered.

7.4.1 The ICN expects common freight carriers to be used. No delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract.

7.5 Set Off. In the event that Vendor owes ICN or the State of Iowa any sum under the terms of this Contract, any other Contract, pursuant to any judgment, or pursuant to any law; ICN may set off the sum owed to ICN or the State against any sum billed to ICN by the Vendor in ICN’s sole discretion unless otherwise required by law. The Vendor agrees that this provision constitutes proper and timely notice under the law of setoff.

7.6 Delay of Payment Due To Vendor's Failure. If the ICN in good faith determines that the Vendor has failed to perform or deliver any service or product as required by this Contract, the Vendor shall not be entitled to any compensation under this Contract until such service or product is completed or delivered. In the event of partial performance, the ICN may withhold that portion of the Vendor’s compensation, which represents payment for the unsatisfactory services.

7.7 The Vendor shall audit the invoices presented to the ICN to ensure that they are proper, current and correct. The Vendor has 30 days from the date of invoice to present and resolve any discrepancies with the ICN. The Vendor shall notify the ICN of any and all discrepancies that the audit(s) reveals.

SECTION 8. INSURANCE.

8.1 Coverage Requirements. The Vendor, and any subcontractors performing the services required under this Agreement, shall maintain in full force and effect, with insurance companies of recognized responsibility, at its own expense, insurance covering its work during the entire term of this Agreement and any extensions or renewals thereof. The insurance shall be of the type and in the amounts as reasonably required by the ICN. The Vendor’s insurance shall, among other things, insure against any loss or damage resulting from or related to the Vendor’s performance of this Agreement. All such insurance policies should remain in full force and effect for the entire life of this Agreement and shall not be canceled or changed except with the advance written approval of the ICN.

8.2 Types of Coverage. Unless otherwise requested by the ICN, Vendor shall, at its sole cost, cause to be issued and maintained during the entire term of this Agreement (and any extensions or renewals thereof) the insurance coverages set forth below, each naming the State of Iowa and the ICN additional insureds or loss payees, as applicable:

|  |  |
| --- | --- |
| *Type* | *Amount* |
| Workers Compensation and Employer Liability | As Required By Iowa Law |
| General Liability (including contractual liability) written on an occurrence basis |  |
| GENERAL AGGREGATE | $3 million |
| PRODUCT LIABILITY | $1 million |
| PERSONAL INJURY | $1 million |
| COMPREHENSIVE AGGREGATE | $1 million |
| EACH OCCURRENCE | $1 million |
| Automobile Liability, including any auto, hired autos and non-owned autos COMBINED SINGLE LIMIT | $1 million |

8.3 Coverage for State Property on Vendor Premises. The policies shall provide coverage for damages to the State’s property, which occurs on the Vendor’s premises or premises under the control of the Vendor or Vendor’s subcontractors.

8.4 Claims Made Coverage. All insurance policies required by this Agreement must provide coverage for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

8.5 Notice Regarding Cancellation. Certificates of insurance, which provide that the ICN will be notified at least thirty (30) days prior to cancellation of the coverage required by this Agreement must be provided by the Vendor and any subcontractors to the ICN at the time of execution of the Agreement or at a time mutually agreeable to the parties.

8.6 No Limitation of Liability. The receipt of insured certificates by the ICN does not constitute approval of the coverage contained in the certificates, and the Vendor remains responsible for determining that its insurance coverage meets each and every requirement of this Agreement. Acceptance of the insurance certificates by the ICN shall not act to relieve the Vendor of any obligation under this Agreement. Only companies authorized to transact business in the State of Iowa shall issue the insurance policies and certificates required by this Section. It shall be the responsibility of the Vendor to keep the respective insurance policies and coverages current and in force during the life of this Agreement.

8.7 Warranty. The Vendor warrants that it has examined its insurance coverage to determine that the State of Iowa and the ICN can be named as additional insured without creating an adverse effect on the Vendor's coverage.

8.8 Waiver of Subrogation Rights. The Vendor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against State of Iowa and the ICN. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the ICN.

SECTION 9. CONFIDENTIAL INFORMATION.

9.1 During the course of this Agreement each party may disclose, to the other either directly or indirectly, certain data which is proprietary which shall be referred to as "Confidential Information" of the disclosing party and which must remain confidential. Confidential Information may include without limitation, among other things, such items as security information, user information, data, knowledge, trade secrets and other proprietary information, methodologies, developments, software, software documentation, inventions, processes, and other nonpublic information in oral, graphic, written, electronic or machine-readable form.

9.2 The parties acknowledge that information and material in the hands of the ICN is generally public information unless it is specifically allowed by law to be maintained as Confidential Information.

9.3 The parties acknowledge that some information in the hands of the ICN is strictly confidential and is not subject to release as a matter of law. The Vendor shall abide by all such statutory provisions when handling sensitive ICN information identified as confidential.

9.4 All written or electronic Confidential Information shall be clearly marked as Confidential Information by the party providing the Confidential Information at the time of disclosure to the other party.

9.5 If the Confidential Information is disclosed orally, and reduced to writing, the receiving party must treat the information as Confidential Information.

9.6 The Vendor shall limit such identification to information it reasonably believes it is entitled to confidential treatment pursuant to Iowa Code Chapter 22 or other applicable law.

9.7 In the event a public records request is made to the ICN pursuant to Iowa Code Chapter 22, regarding the Confidential Information of the Vendor, the ICN shall immediately notify the Vendor of the request by telephone and fax. The ICN will respond to the request for information within 15 days thereafter with a release of the information unless the Vendor has obtained an injunction preventing release of the requested information.

9.8 The obligations of this Agreement do not apply to Confidential Information which:

9.8.1 Was rightfully in the possession of the receiving party from a source other than the disclosing party prior to the time of disclosure of the Confidential Information to receiving party.

9.8.2 Was known to the receiving party prior to the disclosure of the Confidential Information from the disclosing party;

9.8.3 Was disclosed to the receiving party without restriction by an independent third party having a legal right to disclose the Confidential Information;

9.8.4 Becomes public knowledge, other than through an act or failure to act of the disclosing party;

9.8.5 Is publicly available or in the public domain when provided;

9.8.6 Is independently developed by the disclosing party; or

9.8.7 Is disclosed pursuant to law, subpoena or the order of a court or government authority.

9.9 The parties shall have the following duties relating to the Confidential Information:

9.9.1 The Vendor shall designate one individual who shall remain the responsible authority in charge of all data collected, used or disseminated by the Vendor in connection with the performance of this Agreement. The Vendor shall accept responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the terms of this Agreement. The private and confidential data shall remain the property of the ICN at all times.

9.9.2 The Confidential Information of either party shall be held in strict confidence by the receiving party and shall not be disclosed or used by the receiving party without the prior written consent of the disclosing party, except as provided in this Agreement or as may be required by law pursuant to available confidentiality restrictions.

9.9.3 The parties shall use their best efforts to protect the Confidential Information in its possession.

9.9.4 The parties shall restrict disclosure of the Confidential Information solely to those of its employees, agents, consultants and attorneys with a need to know in order to accomplish the purpose of this Agreement.

9.9.5 The parties shall protect the Confidential Information from disclosure to or access by unauthorized persons.

9.9.6 The parties shall use the Confidential Information solely for the purpose of this Agreement and for no other purpose.

9.9.7 The parties shall not duplicate the Confidential Information in any form, except as may be necessary to accomplish the purpose of this Agreement.

9.9.8 The parties shall advise each of its employees, agents, consultants and attorneys who receive the Confidential Information of the obligations of confidentiality and restrictions on the use set forth herein.

9.9.9 The parties shall immediately return the Confidential Information and all copies thereof, to each other upon the earlier of the expiration of the need therefore or the termination of this Agreement in order to accomplish the purpose.

9.10 The provisions of this Agreement shall apply to all Confidential Information disclosed by the parties to each other over the course of this Agreement. The parties' obligations under this provision shall survive expiration and termination of this Agreement and shall be perpetual.

9.11 The Vendor shall indemnify the ICN for a violation of this Section. The Vendor shall notify the ICN prior to the destruction of these materials and shall provide the ICN with the opportunity for proper destruction of these materials.

9.12 No Confidential Information will be exported to any country in violation of the United States Export Administration Act and the regulations thereunder.

SECTION 10. VENDOR WARRANTIES.

10.1 Construction of Warranties Expressed in this Agreement with Warranties Implied by Law. All warranties made by the Vendor in all provisions of this Agreement and the bid proposal by the Vendor, whether or not this Agreement specifically denominates the Vendor's promise as a warranty or whether the warranty is created only by the Vendor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the ICN, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Agreement are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Vendor.

10.2 The Vendor warrants that all the concepts, materials produced, the work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by the Vendor or the ICN will not infringe any copyright, patent, trademark, trade dress, or other intellectual property right of the Vendor or others. Any intellectual property provided to the ICN pursuant to the terms of this Agreement, shall be wholly original with the Vendor or the Vendor has secured all applicable interests, rights, licenses, permits, or other intellectual property rights in such concepts, materials and work.

10.3 The Vendor represents and warrants that the concepts, materials and the ICN’s use of same and the exercise by the ICN of the rights granted by this Agreement shall not infringe upon any other work, other than material provided by the ICN to the Vendor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.

10.4 The Vendor warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

10.5 The Vendor warrants that the deliverables under this Agreement will operate in conformance with the terms and conditions of this Agreement.

10.6 The Vendor warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest to any person or entity which might derogate, encumber, or interfere with the rights granted to the ICN.

10.7 The Vendor warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Vendor pursuant to this Agreement are or will be fully satisfied by the Vendor so that the ICN will not have any obligations with respect thereto.

10.8 The Vendor warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Vendor and any other materials, and methodologies used in connection with providing the services contemplated by this Agreement.

10.9 The Vendor expressly warrants to the standards in the industry all aspects of the goods and services provided by it or used by the Vendor and the ICN in performance of this Agreement.

10.10 The Vendor unconditionally warrants that all equipment supplied and installed for the purpose of fulfilling its obligations under this Agreement are fit for the purpose intended, that it complies with industry standards and that the equipment is compatible with the State’s equipment.

SECTION 11. INDEMNIFICATION BY VENDOR. The Vendor agrees to defend, indemnify and hold the ICN, and the State of Iowa, its employees, agents, board members, appointed officials and elected officials, harmless from any and all demands, debts liabilities, damages, loss, claims, suits or actions, settlements, judgments, costs and expenses, including the reasonable value of time expended by the Attorney General's Office, and the costs and expenses and attorney fees of other counsel required to defend the ICN or the State of Iowa related to or arising from:

11.1 Any violation or breach of this Agreement including without limitation any of the Vendor’s representations or warranties; or

11.2 Any acts or omissions, including, without limitation, negligent acts or omissions or willful misconduct of Vendor, its officers, employees, agents, board members, contractors, subcontractors, or counsel employed by Vendor in the performance of this Agreement, or any other reason in connection with the goods and services provided under this Agreement; or

11.3 Claims for any violation of any intellectual property right including but not limited to infringement of patents, trademarks, trade dress, trade secrets, or copyrights arising from the any of the goods or service performed in accordance with this Agreement; or

11.4 The Vendor's performance or attempted performance of this Agreement; or

11.5 Any failure by the Vendor to comply with all local, State and Federal laws and regulations; or

11.6 Any failure by the Vendor to make all reports, payments and withholdings required by Federal and State law with respect to social security, employee income and other taxes, fees or costs required by the Vendor to conduct business in the State of Iowa.

11.7 The Vendor’s duty to indemnify as set forth in this Section shall survive the expiration or termination of this Agreement and shall apply to all acts taken in the performance of this Agreement regardless of the date any potential claim is made or discovered by the ICN.

SECTION 12. RESERVED

SECTION 13. RESERVED

SECTION 14. TERMINATION.

14.1 Termination For Lack Of Authority or Funding. Notwithstanding anything in this Agreement to the contrary and subject to the limitations, conditions and procedures set forth below, the ICN shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following for which ICN will provide the Vendor with written notice of cancellation:

14.1.1 The Legislature or Governor fails, in the sole opinion of the ICN, to appropriate funds sufficient to allow the ICN, or any state agency or department charged with responsibility to perform any of the ICN’s obligations under this Agreement, to either meet its obligations under this Agreement or to operate as required to fulfill its obligations under this Agreement; or

14.1.2 If funds are de-appropriated, not allocated or if the funds needed by the ICN, in the ICN’s sole discretion, are insufficient for any other reason; or

14.1.3 If the ICN’s, or any responsible State agency’s or department’s authorization to conduct its business is withdrawn or there is a material alteration in the programs or any other program the ICN administers; or

14.1.4 If the ICN’s duties are substantially modified.

14.2 Termination for Cause.The ICN may terminate this Agreement upon written notice for the substantial breach by Vendor of any material term if such breach is not cured by Vendor within the time period specified in the ICN’s notice of breach or any subsequent notice or correspondence delivered by the ICN to Vendor. If a cure is feasible and an opportunity to cure is provided, the notice shall specify the exact date by which the condition must be cured. Following expiration of the opportunity to cure or notice from the ICN, the ICN may seek any legal or equitable remedy authorized by this Agreement or by law. Substantial breach events include but are not limited to the following:

14.2.1 Vendor fails to perform as required by this Agreement.

14.2.2 Vendor fails to make substantial and timely progress toward performance or fails to meet any of the material specifications and requirements stated in this Agreement, including without limitation the warranties provided in this Agreement, in the RFP or in the Vendor’s bid proposal.

14.2.3 Vendor fails to conform to the specifications as required by the RFP and the Vendor’s response to the RFP.

14.3 Termination Upon Notice. Following 30 days written notice, the ICN may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Termination can be for any reason or no reason at all if it is in the best interests of the ICN.Following termination upon notice, the Vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and or services provided under the Contract to the State up to and including the date of termination.

14.4 Immediate Termination.The ICN may terminate this Agreement effective immediately without advance notice and without penalty for any of the following reasons:

14.4.1 Vendor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect or incomplete.

14.4.2 Vendor fails to perform, to the ICN's satisfaction, any material requirement of this Agreement or is in violation of any material provision of this Agreement, including, without limitation, the express warranties made by the Vendor.

14.4.3 The ICN determines that satisfactory performance of this Agreement is substantially endangered or that a default is likely to occur.

14.3.4 Vendor becomes subject to any bankruptcy or insolvency proceeding under Federal or State law to the extent allowed by applicable Federal or State law including bankruptcy laws.

14.4.5 Vendor terminates or suspends its business.

14.4.6 The ICN reasonably believes that Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable Federal or State law.

14.4.7 It is alleged that Vendor’s processes or materials violate any valid patent, trademark, copyright, other intellectual property right or contract, and the ICN reasonably believes that the allegation may impair Vendor’s performance of this Agreement.

14.4.8 Vendor has failed to comply with all applicable Federal, State, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement.

14.3.9 Vendor has engaged in conduct that has or may expose the ICN to liability, as determined in the ICN’s sole discretion.

14.4.10 Vendor has a conflict of interest that interferes with fair competition or conflicts with an interest of the ICN as determined in the ICN’s sole discretion.

14.5 In the event of termination of this Agreement for any reason by the ICN, the ICN shall pay only the amounts, if any, due and owing to Vendor for services actually rendered up to and including the date of termination of the Agreement and for which the ICN is obligated to pay pursuant to this Agreement. Payment will be made only upon submission of invoices and proper proof of Vendor’s claim. This provision in no way limits the remedies available to the ICN in the event of a termination under this provision. However, the ICN shall not be liable for any of the following costs:

14.5.1 The payment of Unemployment Compensation to Vendor’s employees;

14.5.2 The payment of Workers' Compensation claims which occur during the Agreement or extend beyond the date on which the Agreement terminates.

14.5.3 Any costs incurred by Vendor in its performance of the Agreement including but not limited to startup costs, overhead or other costs associated with the performance of the Agreement.

14.5.4 Any taxes that may be owed by Vendor for the performance of this Agreement including but not limited to sales taxes, excise taxes, use taxes, income taxes or property.

14.6 Vendor Obligations upon Termination. Upon expiration or termination of this Agreement, or upon request of the ICN, the Vendor shall:

14.6.1 Immediately cease using and return to the ICN any personal property or material, whether tangible or intangible, provided by the ICN to the Vendor and in its, or any subcontractor’s, control or possession;

14.6.2 Upon request from the ICN, destroy any personal property or material, whether tangible or intangible at no additional cost to the ICN, and verify in writing that the designated property or material has been destroyed;

14.6.3 Comply with the ICN’s instructions for the timely transfer of active files and work being performed by Vendor under this Agreement to the ICN or the ICN’s designee;

14.6.4 Protect and preserve property in the possession of the Vendor in which the ICN has an interest;

14.6.5 Stop work under this Agreement on the date specified in any notice of termination provided by the ICN;

14.6.6 Cooperate in good faith with the ICN, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement Vendor.

14.7 Care of Property. The Vendor shall be responsible for the proper custody and care of any State owned tangible personal property furnished for the Vendor's use in connection with the performance of the Agreement, and the Vendor will reimburse the ICN for such property's loss or damage caused by the Vendor, normal wear and tear excepted.

SECTION 15. CONTRACT ADMINISTRATION.

15.1 Independent Contractor. The status of the Vendor shall be that of an independent contractor. The Vendor, its employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State of Iowa or any agency, division or department of the State. Neither the Vendor nor its employees shall be considered employees of the ICN for Federal or State tax purposes. The ICN will not withhold taxes on behalf of the Vendor (unless required by law).

15.2 Compliance with the Law and Regulations.

15.2.1 Compliance with the Law and Regulations. Vendor shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement, including without limitation all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management or the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws and laws relating the use of targeted small businesses as subcontractors or suppliers.

15.2.2 The Vendor declares that it has complied with all Federal, State and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement, including without limitation, laws governing State of Iowa procurement and contracting.

15.2.3 The Vendor shall give notice to any labor union with which it has a bargaining or other agreement of its commitment under this section of the Agreement. The Vendor shall make the provisions of this Section a part of its contracts with any subcontractors providing goods or services related to the fulfillment of this Agreement.

15.2.4 The Vendor shall comply with all of the reporting and compliance standards of the Department of Management regarding equal employment.

15.2.5 The Vendor may be required to submit its affirmative action plan to the Department of Management to comply with the requirements of 541 IAC Chapter 4.

15.2.6 The ICN may consider the failure of the Vendor to comply with any law or regulation as a material breach of this Agreement. In addition, the Vendor may be declared ineligible for future State contracts or be subjected to other sanctions for failure to comply with this Section.

15.2.7 It shall be agreed that both parties will comply with the requirements of Iowa House File 687 2001 to include, if this is a Service agreement function, in the Agreement terms providing for:

15.2.7.1 Performance requirements (list), Vendor shall work with the ICN to ensure prompt and reasonable response to the needs of the ICN. Vendor will perform as the ICN and the situation or services required dictate, under reasonable circumstances. Invoices submitted to the ICN by Vendor shall state the services performed by Vendor in sufficient specificity to permit ICN to review Vendor’s performance for timeliness and completeness.

15.2.7.2 Performance inspection (plan) will be accomplished on a case-by-case basis. The ICN may at any time review Vendor's performance hereunder. Such reviews may be in the form of an information request, such as, but not limited to, formal or informal quotes, delivery dates, installation dates, etc. Vendor shall agree to provide all reasonable cooperation in the performance of such reviews.

15.2.7.3 Payment deduction schedule, if the ICN determines in good faith that Vendor’s performance hereunder is unsatisfactory; the ICN may withhold payment until the situation is resolved to the satisfaction of the ICN

15.3 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by the parties.

15.4 Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement. This Agreement is intended only to benefit the State and the Vendor.

15.5 Choice of Law and Forum.

15.5.1 The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law.

15.5.2 In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa wherever jurisdiction is appropriate.

15.5.3 This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the State of Iowa.

15.6 Integration. This Agreement, including all the documents incorporated by reference, represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Agreement. The parties agree that if a Schedule, Addendum, Rider or Exhibit or other document is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

15.7 Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

15.8 Consent to Service. The Vendor irrevocably consents to service of process by certified or registered mail addressed to the Vendor’s designated agent. The Vendor appoints \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as its agent to receive service of process. If for any reason the Vendor’s agent for service is unable to act as such or the address of the agent changes, the Vendor shall immediately appoint a new agent and provide the ICN with written notice of the change in agent or address. Any change in the appointment of the agent or address will be effective only upon actual receipt by the ICN. Nothing in this provision will alter the right of the ICN to serve process in another manner permitted by law.

15.9 Supersedes Former Agreements. This Agreement supersedes all prior Agreements between the ICN and the Vendor for the services provided in connection with this Agreement.

15.10 Waiver. Any breach or default by either party shall not be waived or released other than by a writing signed by the other party. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

15.11 Notices.

13.11.1 Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by electronic mail or facsimiles, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

|  |  |
| --- | --- |
| If to the ICN: | ICN Contracting Officer |
|  | Grimes State Office Building |
|  | 400 East 14th Street |
|  | Des Moines, IA 50319 |
| If to the Vendor: | [Vendor may provide one (1) contact] |
|  |  |
|  |  |

15.11.2 Each such notice shall be deemed to have been provided:

15.11.2.1 At the time it is actually received; or,

15.11.2.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

15.11.2.3 Within five days after deposited in the U.S. Mail in the case of registered or certified U.S. Mail.

15.11.2.4 When verified by automated receipt or electronic logs if sent by facsimile or email.

15.11.3 Copies of such notice to each party shall be provided separately.

15.11.4 From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

15.12 Cumulative Rights. The various rights, powers, options, elections and remedies of either party, provided in this Agreement, shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law. Nothing in this Agreement shall be construed as affecting, impairing or limiting the equitable or legal remedies to which either party may be entitled as a result of any breach of this Agreement.

15.13 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the invalid portion shall be severed from this Agreement. Such a determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

15.14 Express Warranties. The Vendor expressly warrants all aspects of the items and services provided by it or used by the Vendor and the ICN in performance of this Agreement.

15.15 Warranty Regarding Solicitation. The Vendor warrants that no person or selling agency has been employed or retained to solicit and secure this Agreement upon an agreement or understanding for commission, percentage, brokerage or contingency except bona fide employees or selling agents maintained for the purpose of securing business.

15.16 Obligations of Joint Entities. If the Vendor is a joint entity consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the Agreement activities.

15.17 Obligations Beyond Agreement Term. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. All obligations of the Vendor incurred or existing under this Agreement as of the date of expiration, termination or cancellation will survive the expiration, termination or cancellation of this Agreement.

15.18 Time is of the Essence. Time is of the essence with respect to the successful performance of the terms of this Agreement. The Vendor shall ensure that all personnel providing services to the ICN are responsive to the ICN’s requirements in all respects.

15.19 Authorization. Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement. This Agreement constitutes a legal, valid and binding obligation upon the parties in accordance with its terms.

15.20 Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

15.21 Counterparts and Facsimile Signatures. The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument. The parties further agree that the signatures on this Agreement or any amendment or schedule may be manual or a facsimile signature of the person authorized to sign the appropriate document. All authorized facsimile signatures shall have the same force and effect as if manually signed.

15.22 Use of Third Parties/Prime Vendor Responsibilities. The ICN acknowledges that the Vendor may Agreement with third parties for the performance of any of the Vendor’s obligations under this Agreement. All subcontracts shall be subject to advance written approval by the ICN. The Vendor may enter into these contracts to complete the project provided that the Vendor remains responsible for all services performed under this Agreement. All restrictions, obligations and responsibilities of the Vendor under this Agreement shall also apply to subcontractors. The ICN shall consider the Vendor to be the sole point of contact with regard to all matters related to this Agreement and is not required to initiate or maintain contact with any subcontractor. ICN may choose to deny use of any specific third-party contractor at ICN’s sole discretion, in which case the Vendor must obtain a different third-party contractor.

15.23 DATA PROCESSING WARRANTY.

15.23.1 The Vendor warrants that each item of hardware, software, firmware, or a custom designed and developed software program or a system which is developed or delivered under, or used by Vendor in connection with its performance of this Agreement, shall accurately process data, including, but not limited to, calculating, comparing and sequencing, from, into, between and among the nineteenth, twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the item(s) documentation provided by the Vendor.

15.23.2 If the items to be developed and delivered under this Agreement are to perform as a system with other hardware and/or software, then the warranty shall apply to the items developed and delivered as the items process, transfer, sequence data, or otherwise interact with other components or parts of the system. This warranty shall survive the term of this Agreement. The remedies available to the ICN for a breach of warranty includes, but is not limited to, repair or replacement of non-compliant items or systems.

15.23.3 Nothing in this warranty shall be construed to limit any rights or remedies of the ICN under this Agreement with respect to defects in the items other than the Data Processing Warranty.

15.24 Force Majeure. Neither Vendor nor the ICN shall be liable to the other for any delay or failure of performance of this Agreement; and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure".

15.24.1 As used in this Agreement, "force majeure" includes acts of God, war, civil disturbance and any other similar causes which are beyond the control and anticipation of the party effected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. Failure to perform by a subcontractor or an agent of the Vendor shall not be considered a "force majeure" unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Agreement. "Force majeure" does not include: financial difficulties of the Vendor or any parent, subsidiary, affiliated or associated company of Vendor; claims or court orders which restrict Vendor’s ability to deliver the goods or services contemplated by this Agreement; or Year 2000 issues or Y2K-related difficulties or problem.

15.24.2 If a "force majeure" delays or prevents Vendor’s performance, the Vendor shall immediately commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be reasonably determined solely by the ICN.

15.24.3 During any such period, the Vendor shall continue to be responsible for all costs and expenses related to alternative performance.

15.24.4 This Section shall not be construed as relieving the Vendor of its responsibility for any obligation which is being performed by a subcontractor or supplier of services unless the subcontractor or supplier is prevented from timely performance by a “force majeure”.

15.25 Records Retention and Access. The Vendor shall permit the Auditor of the State of Iowa or any authorized representative of the State or any authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent validation records, financial records, accounting records, books, documents, papers, electronic or optically stored and created records or other records of the Vendor relating to or created as a result of the performance of this Agreement. These records shall be made available to the State, its designees, the Auditor, or an authorized representative of the United States government at reasonable times and at no cost to the State during the term of this Agreement and for a period of at least (5) years following the termination, cancellation or expiration of this Agreement.

15.26 Taxes. ICN declares and Vendor acknowledges that the Vendor and its subcontractors may be subject to certain taxes including but not limited to sales tax, motor vehicle fuel tax, personal or corporate income tax or other taxes or assessments, and to licensing fees or other miscellaneous fees or charges which may be imposed by Federal, State or local law or ordinance. The Vendor and its subcontractors shall be solely responsible for the payment of such taxes. The

Vendor shall promptly pay all such taxes, fees or charges when due. ICN is a tax-exempt entity and the Vendor shall not attempt to pass on any costs, including surcharges and fees, to the ICN that are attributable to federal, state, or local taxes, including sales tax, motor fuel tax, property tax, or personal or corporate income tax.

15.27 Universal Service Fund Charges. The parties agree that the ICN has been recognized by the FCC as a telecommunications carrier and a re-seller of the Services to be provided by Vendor under this Agreement. The ICN incorporates the Services into services offered to its own customers. The ICN contributes directly to the federal Universal Service Fund, as required, based upon revenue from its end-user customers. Based on the foregoing representations, the ICN will not be required to pay the Federal Universal Service Fee (“FUSF”) of the Vendor or its successor(s).

15.28 Further Assurances and Corrective Instruments. The Vendor agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

15.29 Assignment and Delegation. This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.  For purposes of construing this clause, a transfer of a controlling interest in Vendor shall be considered an assignment.  If either party, in its sole discretion, determines that the other party’s assignment of this Agreement to another person or entity is not in the determining party’s best interests, the determining party may elect to terminate this Agreement with the other party without penalty upon thirty (30) days written notice to the Vendor.

15.30 Headings or Captions. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

15.31 The ICN reserves the right to conduct criminal history and other background investigations of the Vendor, its officers, directors, shareholders, or partners and personnel retained by the Vendor for the performance of this Agreement.

15.32 No Minimums Guaranteed. The ICN does not guarantee any minimum usage of the Vendor’s services or make any volume commitment under this Agreement.

SECTION 16. BUSINESS DOWNTURN.

16.1 In the event of a business downturn or budget difficulties beyond the control of the ICN, including budget difficulties of other authorized users of the ICN or significant restructuring or reorganization, any of which significantly reduces the volume of Services required by the ICN, with the result that ICN will be unable to meet its revenue or volume commitments under this Agreement, Vendor and the ICN will cooperate in efforts to develop a mutually agreeable alternative.

SECTION 17. REDUCTION OF RESOURCES.

17.1 If, during the Term, the ICN experiences a change in the scope, nature or volume of its business, or if the ICN elects to change the manner or method by which it does (including, but not limited to, an election by Iowa Legislature to effect a sale or other disposition of material assets), which have or may have the effect of causing a decrease in the quantity or quality of the Services that will be needed by ICN, then ICN may request Vendor to reduce the level of Services and the annual Service charges to ICN under this Agreement. However, any such reduction must not adversely impact upon Vendor’s ability to reasonably perform its obligations under the Agreement.

17.2 In such event, Vendor shall estimate, in writing and in good faith, the aggregate decreased charges to Vendor from ICN's ceasing to perform such Services and shall provide such written estimate to ICN, no later than 30 days from Vendor’s receipt of ICN's notice. ICN, upon receipt of such estimate, may then elect by written notice given to Vendor within 15 days following receipt of Vendor's written estimate to:

17.2.1 Withdraw its request for a cessation of part of the Services;

17.2.2 Implement such partial cessation of Services based upon the estimate of Vendor; or

17.2.3 Request that Vendor negotiate with ICN regarding the aggregate reduction in the Annual Service Charges due to Vendor from ICN hereunder as a result of the partial cessation of Services. If ICN shall elect to request Vendor to negotiate, the parties shall promptly negotiate in good faith regarding the amount.

SECTION 18. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

**Iowa Telecommunications and Technology Commission**

**Operating the IOWA COMMUNICATIONS NETWORK**

By:

Name:

Title:

Date:

**[VENDOR will be listed]:**

By:

Name

Title:

Date:

Schedule A

Scope of Services

Schedule A will be developed in the Contract.

## ATTACHMENT 2

## BID PROPOSAL COMPLIANCE FORM

## RFP 25-019

Vendor affirms that the information contained in the Bid Proposal is true and accurately portrays all aspects of the goods or services or both contemplated by this RFP. The Vendor is aware that any substantive misinformation or misrepresentation may disqualify the Bid Proposal from further consideration. If a Vendor takes exception to a provision, it must state the reason for the exception and set forth in Attachment 2 of its Bid Proposal the specific Contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the ICN, in its sole discretion, resulting in possible disqualification of the Bid Proposal. The ICN reserves the right to either award a Contract without further negotiation with the successful Vendor or to negotiate Contract terms with the selected Vendor if the best interests of the ICN would be served.

Vendor hereby certifies total compliance with all other terms, conditions and specifications of this RFP except as expressly stated below:

Chapter 1, Administrative Issues

Chapter 2, Contractual Terms & Conditions

Chapter 3, Technical Specifications

Chapter 4, Evaluation Criteria

I certify that I have the authority to bind the Vendor indicated below to the specific terms and conditions imposed in this RFP and offered in this bid proposal, and that by my signature on this document I specifically agree to all of the waivers, restrictions and requirements of this RFP as conditions precedent to submitting this proposal. I further state that in making this bid proposal that the Vendor has not consulted with others for the purpose of restricting competition or violating State or Federal anti-trust laws and has not knowingly made any false statements in this proposal.

Authorized Signature:

Printed Name:

Title:

Telephone:

Fax Number:

E-Mail:

Business Name:

Address:

Federal ID Number:

## ATTACHMENT 3

## AUTHORIZATION TO RELEASE INFORMATION

## RFP 25-019

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Vendor) hereby authorizes any person or entity, public or private, having any information concerning the Vendor’s background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in this RFP, to release such information to the State.

The Vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Vendor 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 Vendor is willing to take that risk. The Vendor agrees to release all persons, entities, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

Printed Name of Vendor Organization

Signature of Authorized Representative

Date

## ATTACHMENT 4

## BID PROPOSAL SUBMITTAL FORM

## RFP 25-019

**Vendor providing bid proposal must complete each section of this Attachment and submit as part of its bid proposal.**

Vendor Name (including all d/b/a or assumed names or other operating names of the Vendor):

Address:

Phone:

Fax:

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

Number of employees:

Local office address that relates to the Vendor’s performance under the terms of this RFP (if different from above):

Phone:

Fax:

Vendor accounting firm:

State of incorporation (if a corporation). State of formation (if a limited liability company or a limited partnership):

The successful Vendor will be required to register to do business in Iowa. If already registered, provide the date of the Vendor’s registration to do business in Iowa.

Person to Contact Regarding This Bid Proposal:

Address:

Phone:

Fax:

E-Mail:

Person to Contact Regarding Service Scheduling and Other Arrangements:

Address:

Phone:

Fax:

E-Mail: