

STATE OF IOWA
REQUEST FOR PROPOSAL (RFP)
COVER SHEET

Overview: The Agency is launching a Tax Modernization Program to replace all tax processing systems with an integrated, modern, single-vendor, commercial off-the-shelf, hosted System. The System will meet the State's need for a System that provides centralized tax and revenue management and processes and a robust web interface for its taxpayers, stakeholders, and Agency Staff. In addition, the System shall be customer-centric and meet the diverse needs of various Agency constituencies.			
Title of RFP:	Integrated Tax System	RFP Number:	20001
Agency:	Iowa Department of Revenue (IDR)		
State seeks to purchase:	An integrated, modern, single-vendor, commercial off-the-shelf, hosted System	Available to Political Subdivisions?	No
Number of <u>mos.</u> or <u>yrs.</u> of the initial term of the contract:	Five (5) years	Number of possible annual extensions:	Ten (10)
Approximate initial Contract term start date:	1 July 2020	Approximate initial Contract term end date:	30 June 2025
State Issuing Officer:			
Name: Ken Discher, CPPB, DAS; acting on behalf of, and in accordance with the rules of, the Office of the Chief Information Officer of the State of Iowa.			
Phone: (515) 281-6380 E-mail: ken.discher@iowa.gov Fax: (515) 725-2064			
Mailing Address: Iowa Department of Administrative Services Central Procurement & Fleet Services Enterprise 1305 East Walnut Street Hoover Building – Level 3 Des Moines, IA 50319-0141			
PROCUREMENT TIMETABLE — There are no exceptions to any deadlines for Respondents; however, Agency reserves the right to change the dates/times, in its sole discretion.			
Event or Action:		Date/Time (Central Time):	
State Posts Notice of RFP on TSB website		January 24, 2020	
State Issues RFP to Bid Opportunities website		January 27, 2020	
Pre-Proposal Conference Location: By Telephone. Number to be provided.			
Is Pre-Proposal Conference mandatory? No			
Date/Time of Pre-Proposal Conference:		February 6, 2020, Time to be provided	

Respondent's written questions, requests for clarification, and suggested changes due:	February 13, 2020
Agency's written response to RFP questions, requests for clarifications, and suggested changes due:	March 5, 2020
Proposals Due:	March 26, 2020
Website where any Amendments/Addenda to this RFP will be posted:	http://bidopportunities.iowa.gov/
Location where contract terms and conditions may be found:	RFP Section 6 (Contract Terms and Conditions & Administration) and RFP Attachment 11 (Contract Sample and Template)
Key Requirements: See Section 4 (Technical Proposal Contents) of the RFP	
Number of Copies of Proposals Required to be Submitted:	1 Original, 1 Digital, & 2 Copies
Firm Proposal Terms The minimum length of time following the deadline for submitting Proposals that the Respondent guarantees all Proposal terms, including price, will remain firm. The Agency reserves the right to request an extension.	12 months

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SECTION 1. INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to solicit Proposals from Responsible Respondents to provide the Deliverables identified on the RFP cover sheet and further described immediately below and in Section 4 (Technical Proposal Contents) of this RFP to the Agency identified on the RFP cover sheet.

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal. The purpose of the Tax Modernization Program ("Program") is for the Agency to procure an integrated, modern, single-vendor tax system that allows the Agency to keep pace with the demands of a digital society. The System will allow the Agency to administer taxes, as required by law, with the speed, efficiency, and effectiveness the public expects. The Agency seeks to procure a single-vendor, commercial off-the-shelf (COTS), hosted System for its key tax management and administration functionality. There are three main business benefits expected from a single-vendor system: improved operational efficiency, greater insight and agility, and reduced risk.

1.2 Definitions

In addition to any terms specifically defined elsewhere herein, for the purposes of this RFP and any resulting Contract, the following terms shall have the following meanings. Where a term is not specifically defined below or herein, it shall be given the meaning ascribed to it by Iowa Code chapters 8B and 421 and corresponding implementing rules, where applicable.

- **"Acceptance"** means the Agency has determined any or all of the Deliverables, Application Services, or System(s) satisfy its Acceptance Tests.
- **"Acceptance Criteria"** means the Specifications, goals, performance measures or standards, testing results, requirements, technical standards, representations, or other criteria designated by the Agency and against which Acceptance Tests are conducted, including any of the foregoing stated or expressed in this RFP, resultant Contract, any Documentation, and any applicable state, federal, foreign, and local law, rule, and regulation.
- **"Acceptance Tests" or "Acceptance Testing" or "UAT"** means the tests, reviews, and other activities that are performed by or on behalf of the Agency to determine whether any or all Deliverables, Application Services, or System(s) meet Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.
- **"Agency"** means the agency identified on the RFP cover sheet that is issuing the RFP.
- **"Agency Staff"** means all officers, employees, and any other person employed with the Agency, whether permanent or temporary, regardless of location, as well as Agency's Authorized Contractors.

- **“Application Services”** means the hosted COTS applications, Online Portal, underlying Software, and related Services and Deliverables as may be further defined and described in the RFP, Proposal, and resulting Contract.
- **“Authorized Contractors”** means independent contractors, consultants, or other Third Parties (including other Governmental Entities) who are retained, hired, or utilized by the Agency or any State Users to use, maintain, support, modify, enhance, host, or otherwise assist the Agency with any Deliverables, the Application Services, or System(s) provided hereunder.
- **“Commercial Off-the-Shelf” or “COTS”** refers to a product, application, or packaged System that is ready-made and available for sale to a purchasing organization.
- **“Confidential Information”** means, subject to any applicable federal, state, or local laws and regulations, including Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either Party (**“Disclosing Party”**) to the other Party (**“Receiving Party”**) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that: (i) 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 information by the Disclosing Party to the Receiving Party; (ii) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (iii) was disclosed to the Receiving Party without restriction by an independent Third Party having a legal right to disclose the information; (iv) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this Contract or in breach of any other contract or agreement with the Disclosing Party; (v) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; (vi) is disclosed or is required or authorized to be disclosed pursuant to law, rule, regulation, subpoena, summons, or the order of a court, lawful custodian, governmental agency or regulatory authority, or by applicable regulatory or professional standards and in compliance with this RFP or a resultant Contract; or (vii) is disclosed by the Receiving Party with the written consent of the Disclosing Party.
- **“Content Management”** means the methods, processes, and activities to ensure timely and accurate management of document scanning, imaging, and content.
- **“Contract,”** unless the context requires otherwise, means the collective documentation memorializing the terms of the agreement entered into with the successful Respondent(s) as identified on the RFP Cover Sheet and more fully described in Section 6 (Contract Terms and Conditions & Administration).
- **“Customer-Owned Deliverables”** means any Deliverables discovered, created, or developed by Vendor, Vendor Contractors, or Vendor Personnel at the direction of the Agency or for a specific project under the resulting Contract, including all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto, including any underlying Source Code and related Documentation.
- **“Deliverables”** means all of the goods, Software, work, work product, items, materials, and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or otherwise made available through, Vendor, Vendor Contractors, or Vendor

Personnel, directly or indirectly, in connection with the resulting Contract, including the Application Services, System(s), Software, Services, Value-Added Services, Documentation, and Source Code, including as may be more specifically identified, defined, and agreed upon as part of the resulting Contract.

- **“Document Management”** means the processes and practices for the creation, review, modification, issuance, distribution, and accessibility of documents utilizing a Document Management tool (e.g., SharePoint).
- **“Documentation”** means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, code, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation, and materials discovered, created, or developed by Vendor, Vendor Contractors, or Vendor Personnel hereunder or otherwise related to or used in conjunction with any Deliverables, the Application Services, or the System(s), in any medium, including hard copy, electronic, digital, and magnetically, or optically encoded media.
- **“Enhancements”** shall mean any and all updates, upgrades, bug fixes, patches, additions, modifications, or other enhancements made to or with respect to the Application Services, System(s), or related Deliverables (including any new releases or versions related thereto) or other Deliverables provided or made available by Vendor, Vendor Contractors, or Vendor Personnel, directly or indirectly, hereunder, and all changes to any Documentation made by Vendor, directly or indirectly, as a result of such Enhancements.
- **“Error”** means (i) with respect to any Deliverable(s), the Application Services, or System(s) any defect, flaw, error, bug, or problem of any kind, or any failure of the Deliverable(s), Application Services, or System(s) to conform to an applicable Specification; or (ii) with respect to the Application Services, System(s), or related Deliverables, any failure or problem that impairs or adversely affects the performance, availability, or functionality thereof.
- **“Governmental Entity”** shall include any governmental entity, as defined in Iowa Code section 8A.101, or any successor provision to that Section. The term Governmental Entity includes the Executive Branch, Legislative Branch, Judicial Branch, agencies, independent agencies, courts, boards, authorities, institutions, establishments, divisions, bureaus, commissions, committees, councils, examining boards, public utilities, offices of elective constitutional or statutory officers, and other units, branches, or entities of government, including political subdivisions or other local governmental entities.
- **“Office of the Chief Information Officer”** or **“OCIO”** means the Office of the Chief Information Officer of the State of Iowa established by Iowa Code chapter 8B.
- **“Online Portal”** means a public facing portal through which various constituents are able to interact with the Agency and its various business processes, including in connection with tax and payment processes and other processes as more fully described in this RFP.
- **“Personal Data”** means any information relating to an identified or identifiable person, including, but not limited to, Social Security or other government-issued identification numbers, account security information, financial account information, credit/debit/gift or other payment card information, account passwords, intellectual property, document identification number, and sensitive or personal data (or equivalent terminology) as defined under any law, statute, directive, regulation, policy, standard, interpretation, order (including any and all legislative or regulatory amendments or successors thereto) regarding

privacy, data protection, information security obligations, or the processing of personal data. For the avoidance of doubt, Personal Data shall include:

- **“Federal Tax Information”** or **“FTI,”** as defined by Internal Revenue Service (**“IRS”**) Publication 1075 (**“Pub 1075”**), available at <https://www.irs.gov/pub/irs-pdf/p1075.pdf>, and corresponding Internal Revenue Code (**“IRC”**) rules and regulations;
 - Any data or information covered under or protected by Iowa Code chapter 715C; and
 - Any data or information covered under or protected by Iowa Code sections 422.20 and 422.72.
- **“Proposal”** means the Respondent’s proposal submitted in response to the RFP.
 - **“Request for Proposal”** or **“RFP”** means the Request for Proposal identified on the CD&E (Contract Declaration & Execution), including any attachments or amendments thereto.
 - **“Respondent”** means a potential Vendor submitting a Proposal in response to this RFP.
 - **“Responsible Party”** is a legal term of art defined by statute, but used in this RFP more colloquially to refer to any time an individual is assigned legal responsibility for the tax obligations of an independent entity. Responsible parties are most often associated with sales tax and withholding tax obligations (called "withholding agents" by statute, but functionally the same as "responsible parties"), but are not restricted to these tax types. Multiple responsible parties may be assessed for the tax obligations of an entity, and each of the responsible parties and the entity are jointly and severally liable for the full amount of the liability, so it is critical to associate them so as to reduce the liability of each of them each time payment is made by the entity or one of the responsible parties.
 - **“Responsible Respondent”** means a Respondent that has the capability in all material respects to perform the scope of work and Specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, the Agency may consider various factors including, but not limited to: the Respondent’s competence and qualifications to provide the Application Services, System, and Deliverables requested; the Respondent’s integrity and reliability; the past performance of the Respondent; Respondent’s past contract terminations, litigation, or debarments; Respondent’s criminal history; Respondent’s financial stability; and the best interests of the Agency and the State.
 - **“Responsive Proposal”** means a Proposal that complies with the material provisions of this RFP.
 - **“Security Breach”** means the unauthorized acquisition of or access to Customer Data, the Application Services, System(s), or related Deliverables by an unauthorized person that compromises the security, confidentiality, or integrity of Customer Data, the Application Services, System(s), or related Deliverables, including instances in which internal personnel access systems in excess of their user rights or use systems inappropriately. “Security Breach” shall also be deemed to include any breach of security, confidentiality, or privacy as defined by any applicable law, rule, regulation, or order.
 - **“Services”** may include:
 - The Application Services and System(s).
 - Application Services and System(s) maintenance and support services.
 - Implementation services.

- Any other services within the scope of the RFP and Proposal, including services considered Value-Added Services, including as may be further defined, described, and agreed upon by the Parties as part of the resulting Contract.
- **“Service Level Agreement” or “SLA”** means a related agreement that defines and governs the level of service that Vendor will provide in connection with the Application Services and System, and which may address Vendor’s duties, obligations, and liabilities, and Agency’s expectations, as it relates to various key performance measures and expectations, including, for example, the availability and uptime of the Application Services and System, Vendor’s response time to address and remediate Errors or defects, expectations regarding the time frames in which Vendor will remediate Errors and defects depending on the criticality thereof, and liquidated damages or other remedies’ for which Vendor may be obligated or liable to the Agency if Vendor fails to satisfy or meet such service level measures or expectations. A sample SLA is included in RFP Attachment 11 (Contract Sample and Template).
- **“Single Sign-On” or “SSO”** means an authentication process that allows a user to access the Integrated Tax System with one set of login credentials.
- **“Software”** means any and all other software, programs, applications, modules and components, in object code form, all related Documentation, Enhancements, and Source Code and all copies of the foregoing.
- **“Source Code”** means the human-readable source code, source program, scripts, or programming language, including, but not limited to, HTML, XML, XHTML, Visual Basic, and JAVA, for or related to any Software. Source Code includes all source code listings, instructions (including compile instructions), programmer’s notes, commentary, and all related technical information and Documentation, including all such information and Documentation that is necessary or useful for purposes of maintaining, repairing, or making modifications or Enhancements to the Software and the Source Code.
- **“Source Material”** means, with respect to the Application Services, the Source Code of such software and all related compiler command files, build scripts, scripts relating to the operation and maintenance of such application, application programming interface (API), graphical user interface (GUI), object libraries, all relevant instructions on building the object code of such application, and all documentation relating to the foregoing, such that collectively the foregoing will be sufficient to enable a person possessing reasonable skill and expertise in computer software and information technology to build, load, and operate the machine-executable object code of such application, to maintain and support such application and to effectively use all functions and features of such software.
- **“Special Terms and Conditions”** means any attachment hereto or to any resultant Contract entitled, in whole or in part, “Special Terms and Conditions.”
- **“Specifications”** means any and all specifications, requirements, technical standards, performance standards, representations, warranties, criteria, and other specifications related to any Deliverables, including the Application Services and System(s), described or stated in the RFP, Respondent’s Proposal, any resulting Contract, and, solely to the extent not inconsistent with the foregoing, the Documentation. Notwithstanding the foregoing, Respondent may not alter the Specifications identified in this RFP by or through its Proposal or the Documentation.

- **“State”** means the State of Iowa, including the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions.
- **“State Data”** means all information, data, materials, or documents (including Personal Data) originating with, disclosed by, provided by, made accessible by, or otherwise obtained by or from the Agency, the State of Iowa, State Users, or Users, directly or indirectly, including from any Authorized Contractors of any of the foregoing, related to this Contract in any way whatsoever, regardless of form, including all information, data, materials, or documents accessed, used, or developed by Vendor in connection with any Customer-Owned Deliverables provided hereunder and all originals and copies of any of the foregoing.
- **“State Users”** means the State of Iowa, the Agency, OCIO, and any other Governmental Entity as may be later designated by the Agency in its sole discretion and communicated to Vendor in writing, and any employees or Authorized Contractors of any of the foregoing.
- **“System(s)”** means the Integrated Tax System, including the Application Services and any underlying or related COTS Applications and Software, platforms, and infrastructure, and related Deliverables comprising or embedded in the System, as may be further defined and described in the RFP, Proposal, or resulting Contract.
- **“Tax Modernization Program”** or **“Program”** means the project undertaken by IDR, in cooperation with OCIO and the Iowa Department of Administrative Services (DAS), to procure a single-vendor, COTS, hosted System for its key tax management and administration functionality.
- **“Terms and Conditions”** means, either or both of the following, as applicable:
 - The terms and conditions attached to and accompanying this RFP, in this case as RFP Attachment 11 (Contract Sample and Template), and any related addendum, attachment, rider, schedule, appendix, or exhibit attached to such terms and conditions, including but not limited to as may be more fully described in Section 6.1 (Contract Terms and Conditions);
 - Any additional terms and conditions set forth in Section 6 (Contract Terms and Conditions & Administration).
- **“Third Party”** means a person or entity (including, any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc.) that is other than the Agency, the State, or Respondent.
- **“Third Party Software”** means any software owned or licensed by a Third Party.
- **“Users”** means the State Users and any other users of the Application Services or System(s), including external entities or individuals who may enter, upload, download, import, or otherwise access data or information, make or receive payments, or otherwise interact with the Agency into or by the System(s) through public-facing web interfaces, including the Online Portal, and as may be more fully defined in the RFP.
- **“Value-Added Services”** means products, equipment, hardware, Software, or services the Agency procures through Vendor or Vendor Contractors, directly or indirectly, hereunder, including goods or services, outside of the core Application Services, System, and related Deliverables:
 - Which may have been expressly identified in the RFP or Proposal as optional goods or services available for purchase hereunder; or
 - Which are otherwise generally deemed incidental to the total transaction.

- **“Vendor”** means the successful Respondent to this RFP that ultimately enters into a Contract as a result of this RFP.
- **“Vendor Contractor(s)”** means any of Vendor’s authorized subcontractors, affiliates, subsidiaries, or any other Third Party acting on behalf of or at the direction of Vendor, directly or indirectly, in performing or providing Services or Deliverables under this Contract.
- **“Vendor Personnel”** means employees, agents, independent contractors, or any other staff or personnel acting on behalf of or at the direction of Vendor or any Vendor Contractor performing or providing Services or Deliverables under this Contract.

1.3 Background Information

1.3.1 Executive Summary

The Agency is launching a Tax Modernization Program to replace all tax processing systems with an integrated, modern, single-vendor, COTS, hosted System. The System will meet the State's need for a system that provides centralized tax and revenue management and processes and a robust web interface for its taxpayers, stakeholders, and Agency Staff. In addition, the System shall be customer-centric and meet the diverse needs of various Agency constituencies.

1.3.2 Agency Overview and Background

The Agency’s mission is to serve Iowans and support State government by collecting all taxes required by law, but no more. In FY 2017, the Agency collected over \$10.1B in taxes and issued \$1.2B in refunds to taxpayers resulting in net deposits of \$8.9B to the State. Also, in FY 2017, the Agency processed over 2.5M tax returns. Refer to RFP Attachment 1 (Statistics by Tax Type) for additional information on tax types and other relevant statistics.

Today’s taxpayers and tax professionals live in an environment marked by technological innovation and development. The Agency has been reliant upon older, legacy systems and is looking to modernize its systems, thus enabling the Agency Staff to improve their operational efficiencies and serve the Agency constituencies better in the future.

There are eight categories of Agency constituencies or “Users”: tax professionals, business taxpayers, bulk filers (a subset of tax professionals with unique needs), individual taxpayers, local governments, other government agencies, elected officials and their staff, and Agency Staff. The Agency perceives these to be its customers and Program stakeholders.

Agency constituencies expect faster access to services from increasingly divergent endpoints and devices. In addition, the Agency interacts with each constituent group in a different way, as each group has different time constraints and requires tailored services to meet their respective needs. Figure 1 (Agency Constituencies) outlines the different constituencies that interact with the Agency directly or indirectly.

Figure 1. Agency Constituencies



The following table describes the key differences among Agency constituencies and how each one interacts with the Agency:

Table 1. Agency Constituencies

Agency Constituent	How do they currently interact with the Agency?
Tax Professionals	A tax professional must be designated by a taxpayer via a power of attorney to act as that taxpayer's representative. Once so designated, the tax professional acts on behalf of the taxpayer in most situations, from tax return submission through compliance, payment, and requests for review.
Business Taxpayers	Businesses are required to apply for one or more Agency permits or State licenses and make payments at appropriate frequencies, including yearly, quarterly, or with even greater regularity. Business taxpayer interactions with the Agency typically include filing paper or electronic returns or payment, checking return status, filing an appeal, and responding to compliance and collection activities.
Bulk Filers	Bulk filers are also tax professionals, but have unique needs due to the volume of submissions, payments, and other activities. A bulk filer may file returns and deposit withholding tax for multiple businesses.
Individual Taxpayers	Individuals who pay taxes on income to the State of Iowa. Individual taxpayer interactions with the Agency typically include filing paper or electronic returns or payment, checking return status, filing an appeal, and responding to compliance and collection activities.
Local Governments	Local governments work with the Agency to collaborate on tax administration. The Agency administers certain taxes and distributes funds for local government.
Other Government Agencies (State and Federal)	Various State and federal government agencies work with the Agency to collaborate on tax administration depending on their specific responsibility.
Elected Officials and Their Staff	Elected officials interact with the Agency for the purposes of constituent services and analytical reports, as well as oversight for financial and compliance activities.
Agency Staff	Agency Staff must utilize systems and processes to process returns, manage compliance programs, and respond quickly to requests for support from taxpayers, tax professionals, local governments, other government agencies, and elected officials.

The Agency seeks a customer-centric System in order to meet the needs of these constituencies. Procuring an integrated, modern, single-vendor System will streamline tax processing and improve operational efficiency. In addition, the Agency will benefit from having one source for all its data in the hosted System. Although transactional and historical data will always be important, the Agency seeks a System that allows it to also access and extract data in real-time in order to gain insights into current operations and improve decision-making.

1.3.3 Commercial off-the-Shelf (COTS)

The Agency prefers a COTS System in order to minimize customization and the burden of future system upgrades and ongoing maintenance. The Agency seeks a high-quality, proven System. The Respondent must show that it has successfully implemented a System of similar functionality (i.e. supporting various tax programs) and scale.

The System must be based on modern technologies, including scalability from both a platform and architecture perspective (i.e. hosted). The System should support multiple user interface touchpoints while ensuring compliance with security standards and ease of use for all Agency constituencies.

The System will have been deployed in other states or municipalities; therefore, the Agency expects that common functionality such as workflows, taxpayer accounting, central revenue accounting, and case management are well established. The Agency requires that the System can be configured beyond the core code to allow for changes, including tax rates and forms, on an ongoing basis.

1.3.4 Low Customization

The Agency is looking to leverage as much COTS functionality as possible while keeping customization to a minimum. The Agency would like to avoid incremental upgrade costs as a result of custom code, as it tends to increase the time it takes to upgrade, including testing and certification.

1.4 Tax Modernization Program

1.4.1 Agency Modernization Vision

The vision of the Agency’s Tax Modernization Program is to help the Agency keep pace with the demands of a digital society and offer the flexibility to meet lowans’ evolving needs in the future. The System will deliver a range of benefits including customer-centric, user-friendly tools. Figure 2 (Modernization Benefits) below further describes the key benefits from this modernization effort:

Figure 2. Modernization Benefits



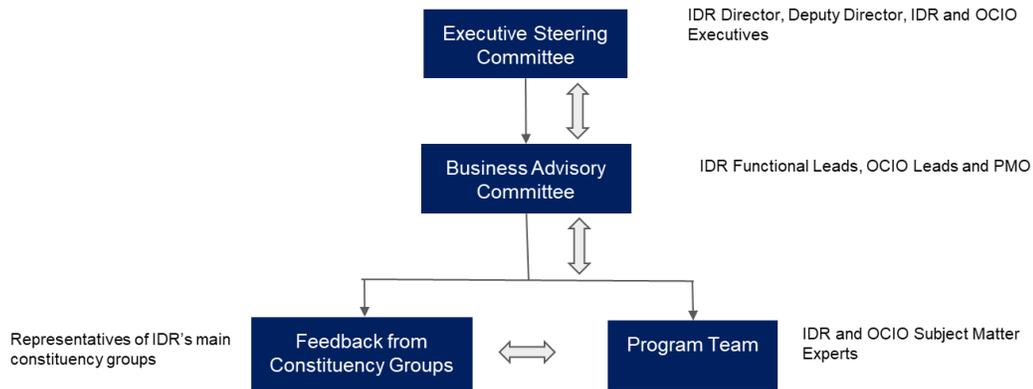
1.4.2 Governance

Agency Program Management Office

The Agency has established a Program Management Office (PMO) and Governance structure for ensuring the success of the Tax Modernization Program. Figure 3 (Agency Program Governance Structure) below shows the Agency Governance Structure to facilitate decision-making throughout the duration of the Program. The Vendor is expected to adapt to the Agency's approach to Governance and work closely with the Business Advisory and Executive Steering Committees for successful execution the Program.

The roles and objectives of the Agency's PMO are to:

- Ensure consistency and standardization of process, measurement, and communication across all programs and projects.
- Increase interaction of people, process, and tools for effective collaboration, communication, accountability, and control.
- Serve as the communication channel between governance committees such as the Executive Steering Committee, Business Advisory Committee, and other constituency groups.
- Execute proper organizational change management.
- Resolve differences in approach, positions, opinions, and interpretations that can occur in programs.
- Manage technical and business scope change across project and Program areas within the Tax Modernization Program, as well as within the Agency's portfolio.

Figure 3. Agency Program Governance Structure**Executive Steering Committee**

The Executive Steering Committee (ESC) will provide high-level oversight and act as a decision-making escalation point for the Program. The ESC is comprised of members from the Agency's and OCIO's executive tiers. The mission of the ESC is to:

- Measure and monitor Program activities to ensure alignment with Program goals.
- Approve implementation plans and associated performance indicators.
- Serve as the escalation point for decisions, risks, and issue mitigation.
- Evaluate change requests over a certain cost threshold and impact.
- Ensure accountability of all Program areas.

Business Advisory Committee

The Business Advisory Committee (BAC) will provide guidance and subject matter expertise throughout the duration of the Program. The BAC will be responsible for ensuring all Deliverables meet the Agency's functional and technical needs. The role and objectives of the BAC are to:

- Ensure the System meets the needs of the Agency.
- Enforce integration of people, process, and tools for effective collaboration, communication, accountability, and control.
- Execute proper organizational change management.
- Ongoing risk, action item, issue, decision, and dependency management.
- Manage integration activities to ensure that current systems and functionality being retired are successfully decoupled, and the System is operational and tested before go-live.
- Resolve differences in approach, positions, opinions, and interpretations between the Agency and the Vendor.
- Maintain consistency and standards across all work streams and associated programs.

1.4.3 Organizational Change Management (OCM)

The Agency currently has an internal Change Agent who is leading Organizational Change Management (OCM) planning for the Agency's Tax Modernization Program. OCM activities

will continue throughout the entire duration of the Program, including implementation, final deployment of the System, and transition to support services.

The Respondent is expected to adopt the current OCM strategy and work with the Agency's OCM Team to integrate OCM approaches and activities into Program activities. This includes confirming and validating roles and responsibilities, as well as aligning expectations of all parties through effective communications.

As part of the overall OCM strategy, the Respondent will need to focus on three main OCM activities during the Program:

- Support the Agency in stakeholder engagement, including ongoing communications planning and execution. The goals are to minimize disruption, optimize adoption, and enable realization of targeted benefits.
- Support the Agency in a series of iterative Organizational Change Impact Assessments (OCIAs) and Organizational Change Management Planning (OCMP) activities in parallel with each System release. The goal is to help identify process or policy changes, people or cultural impacts, and any associated role or organization changes required to enable the Agency to successfully and fully adopt the System.
- Develop and provide appropriate training, support, and coaching to the Agency OCM Team and Agency Staff to facilitate the successful knowledge transfer, skills acquisition, and ultimate adoption of the System.

1.4.4 Agency's Business Capability Model

Figure 4 (Business Capability Model) below shows the Business Capability Model for the Agency. It is expected that the System will support these business capabilities, associated processes, requirements, Specifications, and functionalities. The definitions for each Business Capability are in the RFP Attachment 2 (Business Capability Model Definitions).

Figure 4. Business Capability Model



1.4.5 Scope Summary

Table 2 (Tax Types) below includes the tax types for which the Agency is responsible. The Agency expects the Respondent’s Proposal, implementation approach, and project plan to address all tax types in Table 2 (Tax Types). The Agency expects Respondent’s Proposal, implementation approach, and project plan to address the processes supporting the Agency business capabilities as listed in Figure 4 (Business Capability Model) to the extent Specifications for those processes are addressed in RFP Attachment 3 (Agency Functional Specifications).

Table 2. Tax Types

Tax Types	
Withholding Tax	Individual Income Tax
State Sales Tax	School District Surtax/Emergency Medical Services Surtax
Use Tax	Fiduciary Tax
Hotel/Motel Tax	Franchise Tax
Local Option Sales Tax	Monies and Credits
E911 Fees	Rent Reimbursement
Automobile Rental Tax	Insurance Premium Tax
Motor Vehicle One-Time Registration Fee	State-wide Property Tax
Water Service Excise Tax	Utility Replacement Tax
Fuel Tax	Real Estate Transfer Tax
Cigarette Tax	Ocean Marine Profit Tax
Drug Stamp Tax	Inheritance Tax
Tobacco Products Tax	Household Hazardous Materials Permit and Fees
Corporate Income Tax	

1.4.6 Implementation Plan

The Agency anticipates that the Tax Modernization Program will have several phases from design through implementation and ongoing support services. The Agency anticipates a Program of this complexity may take a range of 36 months (3 Years) to 60 months (5 Years) to complete.

The anticipated timeline and initial implementation plan for 36 months is provided in the table below. Respondents can also provide an implementation plan that may be different from the proposed plan based on their experience with other states as long as it covers all the functionality as desired by the Agency. The Respondent is expected to align the Cost Proposal (RFP Attachment 4) to the proposed implementation plan.

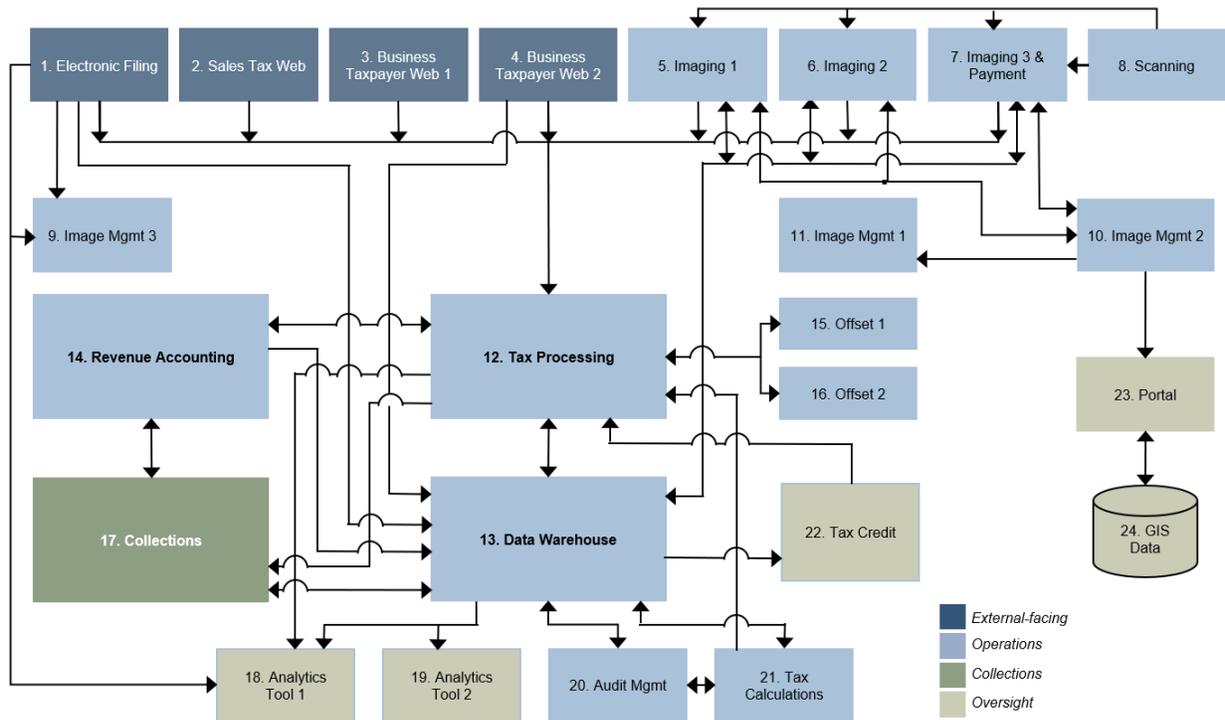
Table 3. Anticipated Implementation Plan

Phase #	Scope	Anticipated Timeframe
I.	Business Filers — Withholding Tax, State Sales Tax, Use Tax, Hotel/Motel Tax, Local Option Sales Tax, Automobile Rental Tax, Water Service Excise Tax, E911 Fees, Fuel Tax, select distributions	During first two years of Program
II.	Corporate Filers — Corporate Income Tax (S-Corp, C-Corp and Partnership), Franchise Tax, Tax Credits	During first two years of Program
III.	Individual Filers — Individual Income Tax, Fiduciary Tax, Inheritance Tax, Individual Income Tax School District Surtax/Emergency Medical Services	During first two years of Program
IV.	Miscellaneous Taxes, Fees —Monies and Credits, Motor Vehicle One-Time Registration Fee, Cigarette Tax, Tobacco Products Tax, Drug Stamp Tax, Rent Reimbursement	During the last year of Program
V.	Local Government Oversight — Equalization Local Government Distributions – Credits, Exemptions, etc. Other – Utility Replacement Tax, Central Assessments, Insurance Premium Tax, Ocean Marine Profit Tax, Statewide Property Tax	During the last year of Program

1.4.7 Current Technical Environment

There are over 24 systems that support the Agency’s tax administration. The primary tax processing system began its custom development over 30 years ago. A variety of technologies and staff (including Agency, OCIO, and various external Third Party vendors) support the Agency’s tax systems that are categorized based on key Agency functions (external facing, operations, collections, and oversight). Figure 5 (Agency’s Primary Tax Processing Systems) depicts the complex interrelationships of the current operational processes and systems.

Figure 5. Agency’s Primary Tax Processing Systems



The primary systems in the Agency technology environment include:

- **Primary Tax Processing System** — The core of the Agency’s tax processing systems is a custom developed Integrated Database Management System (IDMS) Application Development System Online (ADSO)/COBOL mainframe system used to manage tax transactions.
- **Revenue and Taxpayer Accounting** — This system maintains the accounting on tax credits and debits. It is a Customer Information Control System (CICS) custom-developed application hosted on the mainframe.
- **Collections Systems** — The Agency uses an implementation of vendor-managed software products to collect both tax debt and non-tax State debt. The currently installed version of one product is nearing end of life.
- **Enterprise Data Warehouse** — The Agency’s enterprise data warehouse houses over ten years of accounting, collections, auditing, and State and federal returns, along with other State agencies’ data. Additionally, the data warehouse houses the auditing case management tool and the fraud detection system.

Table 4. Current Data Warehouse Processes

Current Agency System	Data Warehouse Functions
Audit Management Application	180 active users 1,101,583 Individual Income Tax audits 1,556,598 total audits
Audit Programs	22 Individual Income Tax audit programs 18 audit programs for other tax types (Fiduciary, Corporation, Retail Sales, Retail Use, Consumer Use, Cig/Tobacco)
Fraud Detection and Refund Reduction	Refund reductions occur when the Agency determines the amount of a taxpayer's refund request is incorrect and reduces the refund amount accordingly. <ul style="list-style-type: none"> • FY18 refund reductions for Individual Income Tax <ul style="list-style-type: none"> ○ Fraud: \$18,147,060 ○ Other erroneous refund claims: \$16,516,176 • FY19 refund reductions for Individual Income Tax <ul style="list-style-type: none"> ○ Fraud: \$10,934,047 ○ Other erroneous refund claims: \$20,638,709
Analytics Tool 2	State Agencies use this tool to view the Agency's and other State agencies' data to validate and ensure compliance with Iowa Tax Law. <ul style="list-style-type: none"> • 277 users with read access; 17 with report writer access; 11 with Admin access. • 1272 web reports, including 300 older eFile Reports.
Fairfax Taxpayer Lookup	Application utilizes the data warehouse to validate the taxpayer's name and SSN/FEIN against historical tax returns. Once validated, the data warehouse returns demographic information that helps reduce the number of keystrokes required to enter the information from a paper tax return. This promotes accuracy in entering the tax return information.
Collections System	New collection cases are scored based on the existence of historical information for a taxpayer. The data warehouse passes this historical data to a scoring engine that determines the collectability of the new debt.
Tax Processing System	Request for State authorized tax credits are validated against the tax returns in the data warehouse before refunds are issued.

Additional systems in the Agency's technology infrastructure include:

- Three systems to manage the receipt of paper returns and payments — a variety of custom built and vendor-supported systems are used to receive and scan paper, capture data, and store and retrieve images. These systems do not support all tax types, resulting in manual data entry and workarounds.
- Miscellaneous other systems to manage a variety of tax functions including two systems to manage receipt of electronic returns and payments (Modernized eFile and Streamlined Sales Tax filing system), and a system to manage tax credits. These systems leverage a variety of technologies and custom web development.

Refer to RFP Attachment 5 (Application and System Summary) for details on the current architecture and application landscape.

1.4.8 Business Processes

The Agency has defined key business processes and has categorized those processes into five major areas, as shown in Figure 4 (Business Capability Model) above:

1. Manage Taxpayer Relationship
2. Process Returns & Payments
3. Manage Collections
4. Conduct Investigations & Audits
5. Manage the Enterprise

The business process flows in RFP Attachment 6 (Future State Business Processes) are the product of an Agency exercise to envision and document a possible future state. For this exercise, Agency Staff were grouped by capability as shown in Figure 4 (Business Capability Model). Two sessions were conducted with each user group. The first session was used to identify pain points associated with use of the current technology and to identify desired future functionality. The second session was used to validate the desired functionality in the future System. Each user group had a different perspective on how to document future functionality, and the resulting business process flows were therefore built with varying degrees of detail. The business process flows should be used to provide preliminary guidance for configuring the System and should not be considered final until Agency Staff validates future functionality.

Below are the key assumptions used in development of the business processes:

- The business process flows in RFP Attachment 6 (Future State Business Processes) are not intended to represent all the functionality of the System. Instead, they are intended to be representative of some of the key business processes that the System will need to support. A combination of the business processes, key scenarios, and user requirements should present a more complete picture of the capabilities that the future System will support.
- In most cases, the business process flows are generic across in-scope taxes unless otherwise indicated in the RFP Attachment 6 (Future State Business Processes) diagrams. For example, if Online Portal is used to submit one tax, the user should be able to use the Online Portal to submit all other taxes, miscellaneous procedures, etc., based on specific configuration for and requirements and Specifications of each tax type (e.g. specific business rules, required information, etc.).
- The business process flows assume all user data entries are validated as the user interacts with the System. If there is an issue with user data entry, the System will provide a prompt indicating the Error.
- Business rules will be configured to address specific requirements and Specifications of each tax type.
- The System will utilize role-based security to ensure Users have access to appropriate data and functionality.
- Offsets will be used to collect delinquent debt. If the offset satisfies the debt, collection enforcement actions will discontinue, or be reversed (e.g. lien, etc.).
- The collections process will incorporate both tax and non-tax debt.

- The System shall support both ad hoc and scheduled data extracts (e.g. SQL, etc.), and storage for analytics and reporting purposes.

RFP Attachment 6 (Future State Business Processes) includes the high-level process flow diagrams of the Future State Business Processes.

1.5 Legal Authority

This RFP is issued pursuant to Iowa Code section 8B.24 and Iowa Administrative Code rule 129—10.9(3). Pursuant to these authorities, the Agency is authorized to “procure information technology using . . . formal competition” when “the estimated annual value of the information technology service contract is greater than or equal to \$50,000, or when the estimated value of the multiyear information technology services contract in the aggregate, including any extensions or renewals, is greater than or equal to \$150,000.” In accordance with Iowa Code section 8B.24 and Iowa Administrative Code rule 129—10.3(1)(e), this competitive process is conducted in the same manner as outlined in Iowa Administrative Code chapter 11—118 and Iowa Administrative Code rule 129—10.12(8B). By submitting a Proposal in response to this RFP, Respondent waives any claim it may have of, relating to, or challenging the legal authority forming the basis of this procurement, regardless of the forum (e.g., administrative or court) in which such claim may be raised.

1.6 Third Party Independent Program Oversight

The Agency is planning to have an independent Third Party provide Program Oversight services (Independent Verification and Validation (IV&V)) and conduct activities such as Deliverables review, quality assurance, and regular reporting on progress during the lifecycle of the Program. The Respondent should plan to have ongoing and recurring interactions with the Third Party independent oversight service provider for the duration of the Program.

SECTION 2. ADMINISTRATIVE INFORMATION

2.1 Read, Understand, and Comply

It is the Respondent's responsibility to read this entire document, review all attachments, and any addenda thereto, and to comply with all requirements and Specifications specified herein, regardless of where such requirements and Specifications appear within the collective documentation forming this RFP.

2.2 Respondent Registration and Approval

Every Respondent wishing to do business with the State shall register as a vendor. Only properly registered vendors are entitled to payment. Respondents are encouraged to register electronically using the <https://das.iowa.gov/procurement/vendors/how-do-business> or by directly contacting the department or an agency initiating a procurement. Registered vendors are responsible for maintaining current and accurate registration information. The Vendor will be required to register to do business in Iowa before payments can be made.

2.3 Issuing Officer

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

2.4 Restriction on Respondent Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2.8 (Questions, Requests for Clarification, and Suggested Changes). Oral questions related to the interpretation of this RFP will not be accepted. There may be no communication regarding this RFP with any State employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the RFP. A Respondent may be disqualified if it, or any employee or agent on its behalf, contact any State employee other than the Issuing Officer about the RFP, except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses. This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State.

2.5 Amendments and Downloading the RFP from the Internet

The RFP document and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/>. The posted version of the RFP is the official version. The Agency will only be bound by the official version of the RFP document(s). The Respondent is advised to check the website periodically for amendments/addenda to this RFP, particularly if the Respondent downloaded the RFP from the internet, as the Respondent may not

automatically receive addenda. The Agency reserves the right to amend the RFP at any time. It is the Respondent's sole responsibility to ensure that any previously downloaded documents are in fact the most up-to-date and to check for any addenda to posted documents.

2.6 Procurement Timetable

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

2.7 Pre-Proposal Conference

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

2.8 Questions, Requests for Clarification, and Suggested Changes

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. Respondents may also submit suggestions for changes to the Specifications of this RFP. Questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). The Agency will provide written responses to questions, requests for clarifications, and suggestions received from Respondents on or before the date listed on the RFP cover sheet. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP. Failure to raise a question, request for clarification, or suggestion through this process shall constitute a waiver of any objection or argument as part of any subsequent vendor appeal; this waiver is intended to ensure the State is able to correct any material issues or errors in an orderly, efficient fashion and in a manner that is fair to all Respondents.

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

Utilize RFP Attachment 7 (Question Submission Template) for submitting questions related to this RFP.

2.9 Costs of Preparing the Proposal

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

2.10 Submission of Proposals

The Agency must receive all required copies (including paper copy and digital) of the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Proposals Due" date and time listed on the RFP cover sheet. **This is a mandatory requirement and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Respondent.** Respondents sending Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

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

2.11 Release of Claims

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

2.12 Disposition of Proposals

Except as otherwise provided herein, all Proposals submitted in response to this RFP become the property of the State and shall not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be public records available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment according to the process set forth below, in accordance with Form 22, and pursuant to applicable exceptions or grounds for confidential treatment provided in Iowa Code Chapter 22 or other applicable law.

2.13 Form 22 — Request for Confidentiality

The Agency's release of public records is governed by Iowa Code chapter 22 and corresponding fair information practices rules. Respondents are encouraged to familiarize themselves with Chapter 22 and applicable fair information practices rules before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information and materials submitted by a Respondent as non-confidential records unless Respondent requests specific parts of the Proposal be treated as confidential at

the time of the submission as set forth herein (including but not limited to in accordance with the terms, conditions, and requirements set forth in Form 22, in RFP Attachment 8) AND the information ***does in fact qualify for confidential treatment*** under Iowa or other applicable law. Failure to request that information or materials be treated as confidential in accordance with this section and/or Form 22 shall relieve the Agency and State personnel from any responsibility for maintaining the information or materials in confidence. Respondents may not request confidential treatment with respect to information or sections of their Proposals specifically identified by the Agency in the RFP as being non-confidential or subject to public disclosure. A Respondent's request for confidentiality that does not comply with the terms, conditions, or requirements of this section or Form 22 is grounds for rejecting a Proposal or denying a request for confidential treatment. Blanket requests to maintain an entire Proposal as confidential will be categorically rejected.

If the Agency receives a request for information or materials related to a Proposal marked as confidential, or if a judicial or administrative proceeding is initiated to compel the release of such materials or information, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If, upon reasonable notice to Respondent, Respondent fails to appear to defend its request for confidentiality, the Agency may release the information or material, or otherwise bill the Respondent for any costs or expenses incurred in defending the same (including but not limited to the reasonable time and value of the Iowa Attorney General's Office or other attorney or law firm utilized by the Agency or the State). Additionally, if the Respondent fails to comply with the confidentiality process set forth herein or in Form 22, Respondent's request for confidentiality is overbroad or unreasonable, Respondent fails to supply the Agency with sufficient information to determine whether Respondent's request for confidential treatment is founded, or Respondent rescinds its request for confidential treatment, the Agency may release such information or material with or without providing advance notice to the Respondent and with or without affording the Respondent the opportunity to obtain an order restraining its release from a court of competent jurisdiction. Respondent waives any claims it may have against the Agency or the State related to the confidential treatment of any information or materials submitted as part of the RFP process that result, in whole or in part, from any deficiencies with or related to compliance with this section or Form 22, or that otherwise result from Respondent's failure to comply with the terms, conditions, or requirements of this RFP or Form 22. Respondent further waives any claim for attorney's fees or other costs or expense incurred by Respondent in connection with Respondent's defense of any claim for confidential treatment of its Proposal or the contents thereof.

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

2.14 Copyright Permission

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

2.15 Amendment and Withdrawal of Proposal

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

2.16 Late Proposals

Late Proposals, regardless of cause, will not be opened or considered for evaluation, and will be disqualified from further consideration. It is the Respondent's sole responsibility to ensure delivery at the stated location and time.

2.17 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. See Iowa Admin. Code r. 129—10.15. However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.18 Rejection of Proposals

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

- a) The Respondent fails to deliver the Cost Proposal in a separate envelope.
- b) The Respondent acknowledges that a mandatory requirement of the RFP cannot be met.
- c) The Respondent states that it will be unable to meet an aspect of the scope of work, or does not include information necessary to substantiate that it will be able to meet any scope of work, Specifications, requirements, or otherwise indicates it will be unable to provide any Application Services, System, or Deliverables required by the RFP.
- d) The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory requirement of the RFP.
- e) The Respondent's Proposal limits, or attempts to limit, the rights of the Agency.
- f) The Respondent, in the Agency's sole opinion, fails to include information necessary to substantiate that it will be able to meet a specification of the RFP.

- g) The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- h) The Respondent fails to include Proposal Security, if required.
- i) The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as required by this RFP.
- j) The Respondent, in the Agency's sole opinion, presents the information requested by this RFP in a format inconsistent with the instructions of the RFP, including that Respondent fails to comply with the RFP's formatting requirements so that Respondent's Proposal cannot be fairly compared to other proposals, or otherwise fails to comply with the Specifications or requirements of this RFP.
- k) The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- l) The Respondent, in the Agency's sole opinion, provides misleading or inaccurate responses.
- m) The Respondent's Proposal is, in the Agency's sole opinion, materially unbalanced.
- n) There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent, including but not limited to information of or concerning Respondent's past performance; past contract terminations, litigation, or debarments; criminal history; or financial stability.
- o) Respondent proposes the use of a Vendor Contractor for which there is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Vendor Contractor would constitute a Responsible Respondent if the Vendor Contractor were submitting the Proposal itself, including but not limited to information of or concerning the Vendor Contractor's past performance; past contract terminations, litigation, or debarments; criminal history; or financial stability.
- p) The Respondent alters the language in any certification/disclosure or authorization forms attached hereto and required to be submitted as part of the process, including but not limited to RFP Attachment 9 (Certification/Disclosure Letter) and RFP Attachment 10 (Authorization to Release Information Letter).
- q) The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.
- r) Respondent marks its entire Proposal as confidential; makes excessive, overbroad, or unreasonable claims for confidential treatment; fails to supply the Agency with sufficient information to determine whether Respondent's request for confidential treatment is founded; or identifies information or materials as confidential that the RFP expressly identifies as not entitled to confidential treatment (including pricing information in the Cost Proposal), or as being otherwise subject to public disclosure; Respondent otherwise fails to comply with the confidentiality process set forth herein or in Form 22.
- s) Any other reason set forth as subjecting an Applicant or Proposal to disqualification or rejection in the RFP or any related attachments or addenda hereto.

2.19 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances

include but are not limited to, minor failures, informalities, or irregularities, or any other variance between the Proposal and the requirements and Specifications of this RFP which does not go to an essential requirement of the RFP or has no effect or merely an inconsequential effect on total bid price, quality, quantity, or delivery of the supplies or performance of the Contract, and the correction or waiver of such variances would not prejudice other Respondents. For the avoidance of doubt, financial information, past litigation/regulatory matters, or criminal history information shall be considered nonmaterial variances. In the event a Respondent omits information from its Proposal that would otherwise constitute a nonmaterial variance, the Agency shall be deemed to have waived the nonmaterial variance notwithstanding the absence of affirmative evidence or documentation demonstrating the waiver. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP Specifications or excuse the Respondent from full compliance with RFP Specifications or other Contract Specifications if the Respondent is Awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.20 Proposal Clarification Process

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

2.21 Respondent Presentations and Software Demos

Respondents may be required to hold a presentation and software demonstration as further described in Section 5 (Evaluation and Selection). The determination of which Respondent(s) will be invited to present and provide software demonstrations will be made by the evaluation committee after evaluating all the Proposals as further described in Section 5 (Evaluation and Selection). The location, agenda, and schedule of the presentations will be made available at least two weeks in advance prior to scheduling the presentations and software demonstrations. The presentation may include slides, graphics, and other media selected by the Respondent to illustrate the Respondent's Proposal. The Respondent will be required to demonstrate some of the key functionality proposed during the software demonstrations. The presentation shall not materially change the information contained in the Proposal. The evaluation committee may ask questions of the Respondent during the presentation. The Respondent's presentation and answers to any questions will be considered by the evaluation committee. The Respondent may not answer or amend, append, or otherwise change an answer to a question following the conclusion of the presentation.

2.22 Reference Checks

The Agency reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal, to discuss the Respondent's qualifications and the qualifications of any Vendor Contractor identified in the Proposal, or to otherwise determine whether Respondent is a Responsible Respondent.

2.23 Criminal History and Background Investigation

The Agency reserves the right to perform criminal history and background investigation(s) of the Respondent, its officers, directors, shareholders, partners, and managerial and supervisory personnel who will be involved in the performance of the Contract in determining whether Respondent is a Responsible Respondent. By submitting its Proposal, Respondent hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners, managerial and supervisory personnel, or other personnel who will be involved in the performance of the Contract, and will fully cooperate with the Agency in obtaining any required waivers or releases required to complete any such criminal history check and background investigation(s).

2.24 Information from Other Sources

The Agency reserves the right to obtain and consider information from other sources concerning the Respondent, such as, by way of example only, the Respondent's capability and performance under other contracts, the qualifications of any Vendor Contractor identified in the Proposal, the Respondent's financial stability, past or pending litigation or debarments, and other publicly available information. Such information may be used in evaluating Respondent's Proposal, verifying information contained in the Proposal, assessing Respondent's qualifications and the qualifications of any Vendor Contractor identified in the Proposal, or to determine whether Respondent is a Responsible Respondent.

By way of example only, such other sources may include subject matter experts or information supplied from current contract managers. As another example, in evaluating each Respondent's Proposal, the evaluators may consider the evaluation committee members' own prior experiences with each Respondent, if relevant to what is being evaluated. Incumbent contractors often write about their prior work as an incumbent, and the Agency believes it would be inappropriate to evaluate an incumbent's proposal while ignoring the personal knowledge of the evaluators in this regard. In addition, certain aspects of an incumbent's scope of work will necessarily be different because of the incumbent's status. For instance, implementation and transition tasks will necessarily be different for an incumbent. Those Agency Staff responsible for facilitating the scoring process will guard against the interjection of bias for or against any incumbent, but the Agency evaluators may consider their experiences with all Respondents and any other extrinsic evidence if relevant to what is being evaluated. Further, incumbency is a neutral consideration and does not result in unfair bias or favoritism toward some Respondents over others because incumbency can be either a positive or a negative. Finally, as a final example, the Agency may consider information elicited in or supplied

in response to one section of the RFP in evaluating Respondent's Proposals in the context of other sections of the RFP.

2.25 Verification of Proposal Contents

The content of a Proposal submitted by a Respondent is subject to verification. If the Agency determines, in its sole discretion, that the content is in any way misleading or inaccurate, the Agency may reject the Proposal. If the Agency determines, in its sole discretion, that the content is in any way misleading or inaccurate after the original Notice of Intent to Award has been issued, the Agency may reject a Proposal, withdraw a prior Notice of Intent to Award, and/or issue a new Notice of Intent to Award to the next highest-scoring Proposal. If the Agency determines, in its sole discretion, that the content is in any way misleading or inaccurate after a Contract has been executed between the Agency and Respondent, the Agency may declare the Respondent's Proposal or resulting Contract void, terminate any Contract, or pursue available remedies including but not limited to suspension, debarment, or damages for breach of contract.

2.26 Evaluation of Proposals Submitted

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

2.27 Contract Managers as Evaluators

Contract managers, or other personnel who may have personal experience with prospective Respondents, may possess extraordinarily valuable Program expertise, such that they are valuable, if not indispensable, assets to an evaluation committee. For that reason, among others, Contract managers and such other personnel may serve on the evaluation committee in evaluating Proposals submitted in response to this RFP. Contract managers and such other personnel serving as evaluators will guard against the interjection of bias for or against any incumbent, but, like all other evaluators, may consider their experiences with all Respondents and any other extrinsic evidence known to them if relevant to what is being evaluated.

2.28 Preferences

The State will make every effort to support Iowa-based businesses, Iowa products and services, American-made products, and American-based businesses when making a purchase. Tied bids will be decided in favor of the Iowa-based business or product and service, or the American-based business or product and service as more fully outlined in Section 5.7 (Tied Score and Preferences).

2.29 Award Notice and Acceptance Period

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

2.30 Post Solicitation Debriefing

A debriefing is available to any Respondent who submitted a Proposal in response to this RFP. Respondent shall submit a written request for a debriefing to the Issuing Officer via email or other delivery method. All Respondents will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled by the Agency as soon as practicable after the receipt of debriefing request. This debriefing is separate and distinct from an informal debriefing that may be conducted at the election of the parties in accordance with Iowa Administrative Code rule 129—11.6 as part of a vendor appeal conducted in accordance with Iowa Administrative Code chapter 129—11.

2.31 Exclusivity

Any contract resulting from this RFP shall not be an exclusive contract.

2.32 No Minimum Guaranteed

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

2.33 No Commitment to Contract/No Rights until Execution

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to Award a Contract. No Respondent shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and the Agency. See Section 6 (Contract Terms and Conditions & Administration) for additional information related to the contracting process and the terms and conditions governing any resulting Contract.

2.34 Use of Third Parties

The Agency acknowledges that the successful Respondent may contract with Third Parties for the performance of any of the Vendor's obligations. The Agency reserves the right to provide prior approval for any Vendor Contractor used to perform or provide the Application Services, System, or Deliverables under any Contract that may result from this RFP.

2.35 Restrictions on Gifts and Activities

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

2.36 Respondent Continuing Disclosure Requirement

To the extent that Respondents are required to report incidents when responding to this RFP related to damages, penalties, disincentives, administrative or regulatory proceedings, or felony convictions, these matters are subject to continuing disclosure to the Agency. Incidents occurring after submission of a Proposal, and with respect to the successful Respondent after the execution of a Contract, shall be disclosed in a timely manner in a written statement to the Agency. For purposes of this subsection, timely means within thirty (30) days from the date of the incident, regardless of any appeal rights. If a Respondent fails to disclose an incident, regardless of whether the incident occurred before or after submission of a Proposal, and the Agency subsequently learns of the incident and determines the omission is material, the Agency, in its sole discretion, may cancel the Award and Award the Contract to any remaining Respondent the Agency believes will provide the best value to the State. If an omission is brought to the attention of an Agency as part of the appeal process set forth below, and the omission is determined to be potentially material, the appropriate remedy to remand the matter back to the evaluation committee for it to determine whether the omission was, in the Agency's sole discretion, material, and whether to cancel the Award and Award the Contract to any remaining Respondent the Agency believes will provide the best value to the State; reissue the RFP; or proceed on another alternative path.

2.37 Appeals

2.37.1 Generally

A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Agency may appeal the decision by filing a written Notice of Intent to Appeal (in accordance with Iowa Administrative Code rule 129—11.3) to: The Director of the Department of Revenue, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The Notice of Intent to Appeal must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Agency, exclusive of Saturdays, Sundays, and legal State holidays. Following the Agency's receipt of the Notice of Intent to Appeal, the Agency will transmit to the Appellant the materials required by and in accordance with Iowa Administrative Code rule 129—11.3(2). An Appellant shall not be entitled to additional discovery, materials, or information in furtherance of the Appeal unless and until the proceedings advance to a second-tier review pursuant to and in accordance with Iowa Administrative Code chapter 129—11.

2.37.2 Appeal Bond/Security

As contemplated and permitted by Iowa Administrative Code rule 129—10.12(2)(c), an Appellant appealing a Notice of Intent to Award shall, accompanying the Notice of Intent to Appeal, supply an appeal bond equal to 5 percent of the total contract value. If the contract value is not readily discernable, the Agency will supply the Respondent with an estimate upon request, which estimate shall be determinative. This appeal bond shall be separate, distinct, and in addition to any bond required by Iowa Administrative Code rule 129—11.10(1)(a) in connection with a petition for stay of the Award, if sought, or an appeal security required in connection with any request for second-tier review in accordance with Iowa Administrative Code rule 129—11.7(2), if pursued. In addition to the foregoing appeal bond, should an appeal proceed to a second-tier review, the Respondent initiating such appeal shall supply the Agency with an additional appeal security equal to 25 percent of total contract value. Such additional appeal security shall accompany the request for second tier review. Appellant forfeits an appeal bond or security if, as determined by the Agency, following resolution of the appeal, the appeal is determined to have had little or no factual or legal basis and was primarily filed to frustrate the procurement process or cause hardship for the Agency or another vendor. Failure to supply the Agency with an appeal bond or security required by this Section 2.37.2 (Appeal Bond/Security) shall result in dismissal of the appeal. An appeal bond or security may be by certified check, cashier's check, certificate of deposit, irrevocable letter of credit, bond, or other security acceptable to the Agency. These requirements will not be waived by the Agency.

2.38 Choice of Law and Forum

All issues in any way related to this RFP and any resulting Contract shall be governed in all respects by, and construed in accordance with, the laws of the State of Iowa, without giving effect to the choice of law principles thereof. Any and all litigation or actions commenced in connection with this RFP or any resulting Contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. By submitting its Proposal, Respondent irrevocably: (i) consents and agrees that any legal or equitable action or proceeding arising under, in connection with or arising out of this RFP or any resulting Contract shall be brought and maintained exclusively in the aforesaid courts; (ii) submits to and accepts, with respect to any such action or proceeding, for it and in respect of its properties and assets regardless of the physical or legal situs thereof, generally and unconditionally, the jurisdiction of the aforesaid courts; and (iii) waives any objection to such jurisdiction based on forum non conveniens or otherwise. This provision shall not be construed as waiving or altering any requirement that Respondent utilize or exhaust any administrative remedies or procedures as a precondition to judicial review. This provision shall not be construed as waiving any immunity to suit or liability, in State or federal court, which may be available to the Agency or the State of Iowa, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise.

2.39 Order of Precedence

If there is a conflict between a specific provision in this solicitation or those in any resulting Contract documents, once fully negotiated and executed, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the RFP; (3) the Proposal.

SECTION 3. FORM AND CONTENT OF PROPOSALS

3.1 Instructions

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

3.1.1 Proposal Formatting

The Proposal shall be typewritten on 8.5" x 11" paper and sent in a sealed envelope. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in separate sealed envelopes. Envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. Each envelope shall be labeled with the following information:

- RFP Number: 20001
- RFP Title: Integrated Tax System
- Issuing Officer Name: Ken Discher, CPPB
- Lead Agency Address: Iowa Department of Administrative Services
Central Procurement & Fleet Services Enterprise
1305 East Walnut Street
Hoover Building – Level 3
Des Moines, IA 50319-0141
- [Respondent's Name and Address]

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

3.1.2 Proposal Delivery

1 Original, 1 Digital, and 2 Copies of the Technical Proposal shall be timely submitted to the Issuing Officer. The Cost Proposal shall be submitted in a separate sealed envelope.

Technical Proposal Envelope Contents

1. Original Technical Proposal and two copies
2. Public Copy (if submitted)
3. Technical Proposal on digital media
4. Electronic Public Copy on same digital media (if submitted)

Cost Proposal Envelope Contents

5. Original Cost Proposal
6. Cost Proposal on digital media

(Respondents may not seek confidential treatment of their Cost Proposal, in whole or in part)

3.1.3 Technical Proposal Confidentiality

If the Respondent designates any information in its Technical Proposal as confidential pursuant to Section 2.13 (Form 22 — Request for Confidentiality), the Respondent must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 (Administrative Information) and which is marked “Public Copy.”

3.1.4 Promotional or Display Materials

Proposals shall not contain promotional or display materials.

3.1.5 Attachments

Attachments shall be identified in the body of the Technical Proposal.

3.1.6 Multiple Proposals

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

3.1.7 Pricing Response

The Technical Proposal and the Cost Proposal will be delivered in hard copy format, either by hand or sent to the Issuing Officer through U.S. Mail or other available courier services to the address shown on the cover page of this RFP.

3.1.8 Packaging

Respondent must include this RFP’s reference number on any package delivered or sent to the Issuing Officer and on any correspondence related to this RFP or the Proposal. The Respondent remains responsible for ensuring that its Proposal is received at the time, date, place, and office specified. The Agency assumes no responsibility for any Proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, any other carrier, or some other act or circumstance. Responses received after the specified deadline will not be considered.

3.1.9 Interpretation of the Wording of this Document

The interpretation, construction, and applicability of the provisions of this RFP shall be determined in the sole discretion of the Agency. The Agency’s interpretations, construction, and applicability decisions shall be final.

3.1.10 Restriction on Dissemination of Proposal to Agency Staff

From the date of issuance of the RFP until the deadline, the Respondent must not make available or discuss its Proposal, or any part thereof, with any Agency Staff other than the Agency's designated point of contact—the Issuing Officer—identified herein.

3.1.11 Use of Third Parties

The Respondent's Proposal must include a description of which portion(s) of the proposed work will be subcontracted or otherwise performed by Third Parties. The Respondent must provide the names and addresses of potential Vendor Contractors and the expected amount of money each will receive under the Contract. The Agency reserves the right to accept or reject any Vendor Contractor if, in the Agency's opinion, it is in the best interest of the Agency.

3.2 Technical Proposal

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

3.2.1 Transmittal Letter

An individual authorized to legally bind the Respondent shall sign the Transmittal Letter. The letter shall include the Respondent's mailing address, electronic mail address, fax number, and telephone number.

3.2.2 Title Page

The Title Page shall include company name, address, phone number, email address, fax number, authorized representative name, and the RFP Number.

3.2.3 Table of Contents

The Respondent shall include a Table of Contents listing sections of its Proposal.

3.2.4 Executive Summary

The Executive Summary should identify the scope of work being responded to and include a brief overview of the System proposed.

The Executive Summary should include statements that demonstrate that the Respondent has read, understands, and agrees with the terms and conditions of the RFP including the contract provisions in Section 6 (Contract Terms and Conditions & Administration), RFP Attachment 11 (Contract Sample and Template), or has listed all exceptions to the terms and conditions of the RFP including the contract provisions in Section 6 (Contract Terms and Conditions & Administration) and RFP Attachment 11 (Contract Sample and Template) in

accordance with Section 3.2.11 (Exceptions to Terms and Conditions) and Section 6 (Contract Terms and Conditions & Administration).

The Executive Summary should contain an overview of the Respondent's plans for complying with the requirements and Specifications of this RFP and any other summary information the Respondent deems to be pertinent. **No cost information should be included in this or any section, other than the Cost Proposal.**

The Executive Summary shall also identify the member of the Respondent's team who will be responsible for the Proposal as a point of contact.

3.2.5 Mandatory Technical Requirements

The Respondent shall answer whether or not it will comply with each requirement via yes or no designation in Section 4.2 (Mandatory (Pass/Fail) Requirements) of the RFP. If the Respondent needs to provide additional context beyond just replying yes or no to each requirement, the Respondent shall provide additional details and explain how it will comply with the requirement. Merely repeating the requirements in Section 4.2 (Mandatory (Pass/Fail) Requirements) may be considered non-responsive and result in rejection of the Proposal. Proposals must identify any deviations from the requirements and Specifications of the RFP or requirements and Specifications the Respondent cannot satisfy. The Respondent may propose Third Party Deliverables to augment their base offerings to deliver a more feature-complete System. If Third Party Deliverables are included to meet a requirement, this must be indicated in the Proposal. If the Respondent deviates from or cannot satisfy the requirement(s) of this Section, the Agency may reject the Proposal.

3.2.6 Scored Technical Requirements

The Respondent shall provide a description of how it meets each of the Specifications in Section 4.3 (Scored Requirements) of the RFP. Respondents shall provide supporting detail by citing prior work, particularly on programs of similar scope and complexity to the Program described in this RFP. Respondents are encouraged to illustrate responses with references to applicable best practices, relevant industry standards, etc. Respondent should indicate if Third Party Deliverables are included for a scored requirement.

Note that there are sample documents attached or included with this RFP in RFP Attachment 11 (Contract Sample and Template), including but not limited to a sample Service Level Agreement and sample statement of work. These documents are samples and not part of any scored Specifications.

3.2.7 Agency Functional Specifications: RFP Attachment 3

The Respondent shall complete and submit the file included as RFP Attachment 3. RFP Attachment 3 contains the functional Specifications for the System, and the Respondent should describe if and how its proposed system meets each specification. This Attachment will be scored as part of the Respondent's Technical Proposal.

3.2.8 Form 22 – Request for Confidentiality: RFP Attachment 8

The Respondent shall complete and submit with the Proposal the document included as RFP Attachment 8 in which the Respondent shall identify whether and to what extent it is requesting confidential treatment for aspects of its Proposal and provide justification for any such request. **FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL REGARDLESS OF WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED.**

3.2.9 Certification/Disclosure Letter: RFP Attachment 9

The Respondent shall complete, sign, and submit with the Proposal the document included as RFP Attachment 9 in which the Respondent shall make the certifications/disclosures related to Respondent's past contract terminations, litigation, or debarments; Respondent's criminal history; and Respondent's financial stability.

3.2.10 Authorization to Release Information Letter: RFP Attachment 10

The Respondent shall sign and submit with the Proposal the document included as RFP Attachment 10 in which the Respondent authorizes the release of information to the Agency by Third Parties.

3.2.11 Exceptions to Terms and Conditions: RFP Section 6 and RFP Attachment 11

As more fully explained in Section 6 (Contract Terms and Conditions & Administration), by submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the Terms and Conditions attached hereto without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision of the Terms and Conditions, it must identify any such provision by page and section number, restate the original provision, state the reason for the exception, and set forth in its Proposal the specific language it proposes to include in place of the provision. **Such exceptions must be submitted as Attachment D to Respondent's Proposal.** See Section 6 (Contract Terms and Conditions & Administration) of this RFP for more information regarding the contracting process.

3.2.12 Respondent Qualifications Summary Template: RFP Attachment 14

The Respondent shall complete and submit the document included as RFP Attachment 14. RFP Attachment 14 is a template for the Respondent to provide general company information, information about relevant prior projects, and references. This Attachment will be scored as part of the Respondent's Technical Proposal.

3.2.13 Agency Technical Specifications: RFP Attachment 15

The Respondent shall complete and submit the file included as RFP Attachment 15. RFP Attachment 15 contains the technical Specifications for the System, and the Respondent

should describe if and how its proposed system meets each specification. This Attachment will be scored as part of the Respondent's Technical Proposal.

3.2.14 Staffing Plan Template: RFP Attachment 16

The Respondent shall complete and submit the file included as RFP Attachment 16. RFP Attachment 16 is a template for the Respondent to describe the number and level of resources from all parties that will be required to complete the work described in its implementation approach. This Attachment will be scored as part of the Respondent's Technical Proposal.

3.2.15 Key Personnel Resume Summary Template: RFP Attachment 17

The Respondent shall complete and submit the document included as RFP Attachment 17. RFP Attachment 17 is a template for the Respondent to provide information about proposed team members and illustrate how each meets the minimum requirements listed in Section 4.3.2.1 (Key Personnel). This Attachment will be scored as part of the Respondent's Technical Proposal.

3.2.16 Checklist of Submittals: RFP Attachment 18

The Respondent shall complete and submit with the Proposal the document included as RFP Attachment 18 in which the Respondent demonstrates to the Agency that it has completed all the required elements for this RFP.

3.3 Cost Proposal: RFP Attachment 4

The Respondent shall submit a Cost Proposal, which shall include all information requested/required in the Cost Proposal Addenda hereto RFP Attachment 4 (Cost Proposal). **The Respondent shall provide its Cost Proposal in a separately sealed envelope.**

3.4 Informational Attachments

The following attachments are informational and not to be submitted by the Respondent as part of its Proposal:

- Statistics by Tax Type: RFP Attachment 1
- Business Capability Model Definitions: RFP Attachment 2
- Application and System Summary: RFP Attachment 5
- Future State Business Processes: RFP Attachment 6
- Forms Inventory: RFP Attachment 12
- Vendor Roles and Responsibilities for Technical Services: RFP Attachment 13

RFP Attachment 7 (Question Submission Template) is to be used by the Respondent if they choose to submit written questions, requests for clarification, and/or suggested changes as part of the process outlined in Section 2.8 (Questions, Requests for Suggested Changes, and

Clarification). RFP Attachment 7 (Question Submission Template) is not to be submitted by the Respondent as part of its Proposal.

SECTION 4. TECHNICAL PROPOSAL CONTENTS

This section lists the Specifications and requirements related to this RFP. By submitting a Proposal, the Respondent agrees to meet all stated Specifications and requirements in this section as well as any other Specifications, requirements, and terms and conditions stated in this RFP. If a Respondent is unclear about a specification or requirement, or believes a change to a specification or requirement would allow for the State to receive better Proposals, the Respondent is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.8 (Questions, Requests for Clarification, and Suggested Changes). Failure to raise a question, request for clarification, or suggestion through that process shall constitute a waiver of any objection or argument as part of any subsequent vendor appeal.

4.1 Overview

The prospective Contract from this RFP will require the provision of goods and/or services to the Agency and other constituent groups in accordance with the Specifications and requirements, as provided in this Section. The Respondent shall address each requirement in this section in the order presented and indicate whether or not it will comply with the requirement. If the context requires more than a yes or no answer, or the section specifically requires such a response, the Respondent shall explain how it will comply with the requirement. The Respondent may propose Third Party Deliverables to augment its base offerings to deliver a more feature-complete System. If Third Party Deliverables are included to fulfill a requirement, the Respondent shall explain in what way those Deliverables are included. Proposals must address each requirement. Merely repeating the requirements or Specifications may be considered non-responsive and may disqualify the Respondent. Proposals must identify any deviations from the requirements or Specifications of this RFP or requirements and Specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the requirement(s) of this section, the Agency may reject the Proposal.

There are two types of requirements and Specifications addressed in this section:

1. **Mandatory (pass/fail) Requirements:** A Respondent must be able to satisfy all these requirements to be deemed a Responsible Respondent. Respondents that do not indicate that their Proposals satisfy all Mandatory Requirements will be rejected.
2. **Scored Technical Specifications:** Proposals which pass the Mandatory (pass/fail) Requirements review will be reviewed by the evaluation committee and scored in accordance with the evaluation criteria described in Section 5 (Evaluation and Selection).

DISCLAIMER: IF RESPONDENT’S RESPONSE TO MANDATORY REQUIREMENTS OR SCORED TECHNICAL SPECIFICATIONS IN SECTION 4 (TECHNICAL PROPOSAL CONTENTS) OF THIS RFP INCLUDES VALUE-ADDED SERVICES NECESSARY TO MEET ALL REQUIREMENTS, THE COST OF THOSE VALUE-ADDED SERVICES MUST BE INCLUDED IN THE COST PROPOSAL OR THE PROPOSAL WILL BE DISQUALIFIED. ANY SUCH VALUE-ADDED SERVICES SHOULD ALSO BE DESCRIBED AND IDENTIFIED WITHIN THE COST PROPOSAL.

RESPONDENT UNDERSTANDS AND AGREES
YES _____ NO (DISQUALIFIED) _____

4.2 Mandatory (Pass/Fail) Requirements

All items listed in this section are Mandatory (pass/fail) Technical Requirements. The Respondent must mark either “yes” or “no” to each mandatory requirement in its Proposal. By indicating “yes”, a Respondent agrees that it shall comply with that requirement throughout the full term of the Contract, if the Respondent receives an Award. In addition, if specified by the requirements or if the context otherwise requires, the Respondent shall provide references and/or supportive information and materials to verify the Respondent’s compliance with the requirement. The Agency shall have the right to determine whether the supportive information and materials submitted by the Respondent, including responses to Section 4.3 (Scored Requirements), demonstrate that the Respondent complies with the Mandatory (pass/fail) Requirements. If the Agency determines the responses and supportive materials do not demonstrate that the Respondent complies with the Mandatory (pass/fail) Technical Requirements, the Agency may reject the Proposal.

The Respondent shall answer whether it complies with each specification in this Section. Where the requirement demands more than a “yes” or “no” answer the Respondent shall further explain how it complies with the specification. In that case, merely repeating a mandatory specification may be considered non-responsive and could result in the rejection of the Proposal. Proposals must identify any deviations from the Specifications of the RFP or Specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal without further consideration.

4.2.1 Firm Offer

The Respondent shall guarantee that the System and any Deliverables offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for the number of days indicated on the RFP cover sheet following the deadline for submitting Proposals. The Respondent must manage and price, without markup by partners and/or resellers, all product licenses, production-level software maintenance, and complete implementation services as outlined in Section 4.3 (Scored Requirements).

YES _____ NO (DISQUALIFIED)_____

4.2.2 System

4.2.2.1 The Respondent certifies that the proposed System is a COTS platform and meets the State and federal requirements mandated by the Agency. The COTS product must provide configurable features, business rules management, case management, workflow, interfaces, role-based security, and reporting.

YES _____ NO (DISQUALIFIED)_____

4.2.2.2 The Respondent is capable of providing hosting services either by Respondent itself or via a Vendor Contractor.

YES _____ NO (DISQUALIFIED)_____

4.2.3 Implementation Services

4.2.3.1 The Respondent's proposed System must have been successfully implemented and deployed to a production environment at least two (2) times in the past seven (7) years. The scope of these implementations should be comparable to or greater in size and complexity than what is being requested in this RFP, and must be verifiable by providing the Agency with associated dates and client information for each implementation.

YES _____ NO (DISQUALIFIED) _____

4.2.3.2 The Respondent must have served as the lead implementation Vendor at least one (1) time in the past seven (7) years for the implementation of its proposed System. The scope of these implementations should be comparable to or greater in size and complexity than what is being requested in this RFP.

YES _____ NO (DISQUALIFIED) _____

4.2.4 Respondent Experience

4.2.4.1 The Respondent must possess demonstrable experience and expertise with either hosted or cloud System implementations and offerings.

YES _____ NO (DISQUALIFIED) _____

4.2.4.2 The Respondent, in its current capacity, must have been in business for at least the past ten (10) years.

YES _____ NO (DISQUALIFIED) _____

4.2.4.3 The software vendor of the proposed System is either the Respondent submitting the Proposal or a Vendor Contractor named in the Proposal. Product resellers or other partners not serving in the capacity of either a professional services firm or software vendor will not satisfy this criterion.

YES _____ NO (DISQUALIFIED) _____

4.2.5 Compliance and Information Security

4.2.5.1 The Vendor and the System will be required to comply with all applicable State and federal laws, rules regulations, policies, and standards concerning the confidentiality, integrity, and availability of the proposed System and State Data stored or Processed therein or thereby, including but not limited to:

- IRS requirements for the protection of FTI as described in IRS Pub 1075 at: <https://www.irs.gov/pub/irs-pdf/p1075.pdf>;
- Standards and policies for system security as established by the State's Chief Information Officer. These standards and policies may be found at <https://ocio.iowa.gov/standards>.

YES _____ NO (DISQUALIFIED) _____

- 4.2.5.2** The Vendor will be required, on an ongoing basis, to certify Vendor's and the System's compliance with all applicable State and federal laws, regulations, standards, and policies concerning the confidentiality, integrity, and availability of proposed System as outlined in Section 4.2.5.1.
YES _____ NO (DISQUALIFIED)_____
- 4.2.5.3** The Vendor must work at the direction of the Agency to implement, maintain, and support the proposed System in conformance with State and federal laws, regulations, standards, and policies as defined in Section 4.2.5.1, including working with the Agency, where it is in the best interests of the Agency and the State of Iowa, in seeking an obtaining any available waivers necessary from applicable governing entities or bodies where the System is determined not comply with such laws, regulations, standards, and policies and modifying the System to comply with such laws, regulations, standards, and policies where a waiver is not granted.
YES _____ NO (DISQUALIFIED)_____
- 4.2.5.4** The Vendor will be required to submit all Vendor Personnel assigned to work on Agency or State systems or with access to State Data to all State and federal background checks and criminal investigations required by applicable law, rule, regulation, policy, or standard, including both prior to being granted access to any State Data and on an ongoing basis thereafter.
YES _____ NO (DISQUALIFIED)_____
- 4.2.5.5** The Vendor must sign Iowa Department of Revenue Confidentiality Agreement, a sample of which is included as Ancillary Agreement #001 of RFP Attachment 11 (Contract Sample and Template), and any other applicable Agency agreements. Further, the Vendor must require all Vendor Personnel and Vendor Contractors to sign the related Acknowledgement and Statement of Confidentiality attached to Ancillary Agreement #001 as Exhibit 1 , and any other applicable Agency agreement as required, and ensure compliance with said agreements.
YES _____ NO (DISQUALIFIED)_____
- 4.2.5.6** All Vendor Personnel must complete State of Iowa Security Awareness Training.
YES _____ NO (DISQUALIFIED)_____
- 4.2.5.7** The Vendor shall immediately report all confirmed and suspected security intrusions, Security Breaches, and incidents to the Agency upon detection.
YES _____ NO (DISQUALIFIED)_____
- 4.2.5.8** The Vendor and the System must be compliant with, and enable and facilitate the Agency's and other applicable constituent group's compliance with, applicable accessibility laws, rules, regulations, policies, and standards, including but not limited to:
- Title II of the Americans with Disabilities Act and corresponding implementing regulations;
 - Sections 504 and 508 of the Rehabilitation Act of 1973, as amended, and corresponding implementing regulations;
 - The State of Iowa's Website Accessibility Standard, available at <https://ocio.iowa.gov/website-accessibility-standard>; and
 - Web Content Accessibility Guidelines (WCAG) 2.0 levels A and AA.
- YES _____ NO (DISQUALIFIED)_____

4.3 Scored Requirements

All items listed in this section are Scored Technical Requirements. All requirements will be evaluated and scored by the evaluation committee in accordance with Section 5 (Evaluation and Selection). For each subsection in this Section 4.3 (Scored Requirements), the Respondent should provide a clear and concise description of its proposed System, related services, and processes. Each item response will be scored for its quality in providing the best possible System and approach for the Agency. An addendum identifying the relative weights to be assigned to each specific evaluation criteria outlined in this Section 4.3 (Scored Requirements) will be posted immediately prior to the RFP closing.

4.3.1 Qualifications

- 4.3.1.1 Provide a brief description of the Respondent's professional track record, including history, number of employees, number of years in business, and a list of projects relevant to this RFP.
- 4.3.1.2 Provide at least three (3) references for work done relevant to this RFP, preferably with State government projects. Additionally, provide at least three (3) references with relevancy to the program scope of this RFP for each Third Party firm or Vendor Contractor included in the Proposal. Each reference must include the following information: Organization Name, Contact Person, Mailing Address, Phone Number, E-mail Address, and Fax Number.
- 4.3.1.3 Complete and submit RFP Attachment 14 (Respondent Qualifications Template).

4.3.2 Program Organization

Describe the organizational and operational structure to be utilized for the work described in the RFP. Identify which responsibilities will be assigned to staff from all parties.

4.3.2.1 Key Personnel

Provide as its key personnel, including by means of example, but not limitation: Program Sponsor, Program Manager, Application Architect, Training Lead, Technical Lead, Testing Lead, Data Lead, Business Lead, and Security Lead. The table below summarizes the desired qualifications for each of the key personnel identified above.

Table 5 Key Personnel	Responsibilities	Desired Qualifications
Program Sponsor	<ul style="list-style-type: none"> ● Overall performance and successful Program execution based on the Contract ● Quality assurance and approval of Program Deliverables 	<ul style="list-style-type: none"> ● Ten (10) years of information technology project management experience ● Five (5) years of experience managing a successful System implementation project of similar size and complexity ● Three (3) years of experience with the System
Program Manager	<ul style="list-style-type: none"> ● Day-to-day Program management activities, issues resolution, risk monitoring, and status reporting ● Overall management of Program scope, budget, and on-time delivery 	<ul style="list-style-type: none"> ● Ten (10) years of information technology project management experience ● Five (5) years of experience managing a successful System implementation project of similar size and complexity ● Three (3) years of experience with the System
Application Architect	<ul style="list-style-type: none"> ● Technical architecture and design recommendations ● Support during testing and training of technical resources 	<ul style="list-style-type: none"> ● Seven (7) years of experience as an Application Architect on information technology projects of similar size and scope ● Five (5) years of experience in implementing the System
Training Lead	<ul style="list-style-type: none"> ● End-user training ● Training Documentation 	<ul style="list-style-type: none"> ● Five (5) years of experience as a Training Lead on information technology projects of similar size and scope ● Two (2) years of experience leading the training effort for the System
Technical Lead	<ul style="list-style-type: none"> ● Technical recommendations ● Configuration, design, and development of customizations ● Performance and stress testing 	<ul style="list-style-type: none"> ● Five (5) years of experience as a Technical Lead on information technology projects of similar size and scope ● Three (3) years of experience implementing System
Testing Lead	<ul style="list-style-type: none"> ● Test plan and scripts ● Unit and system testing ● Assist the Agency in UAT and production performance testing 	<ul style="list-style-type: none"> ● Five (5) years of experience as a Testing Lead on information technology projects of similar size and scope ● Three (3) years of experience implementing System
Data Lead	<ul style="list-style-type: none"> ● Data conversion and migration, including testing 	<ul style="list-style-type: none"> ● Five (5) years of experience as a Data Lead on information technology projects of similar size and scope ● Three (3) years of experience leading data management conversion effort for the System

Table 5 Key Personnel	Responsibilities	Desired Qualifications
Business Lead	<ul style="list-style-type: none"> ● Validation of future state business process flows and requirements ● Identification and Documentation of functional gaps for the System 	<ul style="list-style-type: none"> ● Five (5) years of experience as a Business Lead on information technology projects of similar size and scope ● Three (3) years of experience as a Business Lead for the System
Security Lead	<ul style="list-style-type: none"> ● Design, development, and implementation of security requirements 	<ul style="list-style-type: none"> ● Five (5) years of experience as a Security Lead on information technology projects of similar size and scope ● Three (3) years of experience implementing security requirements for System

Complete and submit RFP Attachment 17 (Key Personnel Template).

4.3.3 Quality Assurance

4.3.3.1 Describe the quality assurance process to be utilized while implementing the System.

4.3.3.2 Identify which responsibilities will be assigned to staff from all parties.

4.3.4 Functional Specifications

4.3.4.1 Functional Specifications Matrix: RFP Attachment 3

Complete and submit RFP Attachment 3 (Functional Specifications Matrix) that lists the Functional Specifications.

4.3.4.2 Workflow

Describe the process for the design, configuration, and Documentation of all workflows in line with identified requirements and Specifications.

4.3.4.3 Business Rules

Describe the process for the design, configuration, and Documentation of all business rules as identified in the requirements and Specifications and allowing business logic to be executed during key business processes.

4.3.4.4 Reporting and Analytics

Describe the approach and tools that should be utilized for enabling the reporting and analytics capabilities as required by the Agency. The Agency requires highly robust reporting capabilities, including detailed reporting on tax revenue and tax-related operations (e.g. returns, refunds, audits, collections, refund interest, fraud,

billings, earned income tax and other credits, etc.). Analytics-driven workforce reporting and business intelligence (BI) capabilities should provide meaningful measurement of organizational performance. Reporting capabilities should be intuitive, and in the form of standard reports, executive dashboards, and ad hoc queries based on current and future requirements. The System, at minimum, must provide the ability to forecast revenue, report on past periods, and conduct trend analysis to provide both historical and real-time insight into critical areas, such as tax returns, tax revenue, and employee workload and performance.

The Agency currently uses SAS and other BI tools for performing advanced analytics. The Agency expects that the proposed System will integrate with SAS as an analytical tool, and also provide the functionality of the Agency's other BI tools to meet the needs of the end user as described in RFP Attachment 3 (Functional Specifications Matrix). Describe how the proposed System integrates with SAS, as well as the Respondent's preferred BI solution for enabling and enhancing BI capabilities in the future.

4.3.4.5 State Offset Program

The State has an offset program (State Offset Program) that provides mechanisms for the collection of money owed to the State and local governments. If the State owes money to a person, the State can offset the payment that person would receive against a debt owed by the person to the State. For example, the State can offset tax refunds or Iowa Lottery winnings. Through this program, the State has the ability to provide centralized services to State agencies and local governments for the collection of debt.

This State Offset Program is distinct from the Agency procedures for offsetting tax liabilities against tax overpayments. The Agency expects that offsetting one tax liability against another would be standard or configurable functionality within the Respondent's System.

Describe how the proposed system would support the administration and execution of the State Offset Program.

4.3.5 Key User Scenarios

The following scenarios were developed to describe both internal and external user interactions and touchpoints with the System. The Respondent is required to present how its System will support and facilitate these scenarios, using a combination of written response and visual diagrams (e.g. flow diagrams reflecting system functionality in support of the key user scenario, etc.). Note: Any functionality available via the Online Portal should be available in both web and mobile form.

4.3.5.1 Key Scenarios: Manage Constituency Relationships

Scenario 1: Online Portal Registration and Information Management — Business Taxpayers

- Business taxpayers should be able to register online to get a permit or license number, and provide key demographic (profile) and account information (e.g. bank accounts, etc.) via the new Online Portal.
- The Online Portal should allow the business taxpayers to submit, update, and review all their permits, licenses, returns, correspondence/communication, payments, and refunds based on the established business rules and validation procedures.
- The Online Portal should provide the self-service capability for the business taxpayers to create and manage their account information (e.g. change passwords, etc.) based on the established business rules and validation procedures.
- Business taxpayers should be able to track real-time progress of their permits, returns, payment status, cases, etc. using the Online Portal.
- The Online Portal should support the following capabilities:
 - Historical review of tax information and payments
 - View account balances and payments due
 - Manage and coordinate payments required via all payment channels
 - Specific reminders and notifications on payments due and compliance activities

Scenario 2: Online Portal Registration and Information Management — Tax Professionals/Bulk Filers

- Tax Professionals and bulk filers should be able to register online, and provide key demographic (profile) and account information (e.g. bank accounts, etc.) via the new Online Portal.
- The Online Portal should allow the bulk filers to submit, update, and review all their permits, returns, correspondence/communication, payments, and refunds based on the established business rules and validation procedures.
- The Online Portal should provide the self-service capability for bulk filers to create and manage their account information (e.g. change passwords, etc.) based on the established business rules and validation procedures.
- Tax Professionals and bulk filers should be able to track real-time progress of any permits, returns, payment status, cases, etc. on behalf of their customers using the Online Portal.
- Online Portal should support the following capabilities:
 - Historical review of tax information and payments
 - View account balances and payments due
 - Manage and coordinate payments required via all payment channels
 - Specific reminders and notifications on payments due and compliance activities

Scenario 3: Online Portal Registration and Information Management — Individual Taxpayers

- The Individual Taxpayers should be able to submit income tax returns and payments through Third Party software vendors (e.g. Third Party tax preparation software, etc.).
- The Online Portal should allow the Individual Taxpayer to submit returns, payments, correspondence/communication, etc. based on the established business rules and validation procedures.
- The Online Portal should allow the Individual Taxpayers to track the real-time progress of returns, payments, and refunds.
- The Individual Taxpayers should be able to change/modify their profile and demographic information based on the established business rules and validation procedures.
- The Online Portal should support the following capabilities:
 - Historical review of tax information and payments
 - View account balances and payments due
 - Manage and coordinate payments required via all payment channels
 - Specific reminders and notifications on payments due and compliance activities

Scenario 4: Manage Taxpayer Queries and Information — Agency Staff

- Agency Staff should be able to look up all the relevant taxpayer information, including historical information, as allowed based on user security profiles.
- Agency Staff should be able to record all activities taken in addressing the request/inquiry (e.g. call notes, attach documentation, attach correspondence, etc.) through the System. Agency Staff should be able to escalate issues and requests to supervisors based on the established business rules and validation procedures.

4.3.5.2 Key Scenarios: Process Payments and Returns**Scenario 5: File Return and Submit Payment**

- The System should allow Users to submit electronic returns, schedules, and payments to the Agency through Online Portal.
- The System should auto-populate select data from the taxpayer's profile and previously submitted returns and payments to facilitate data entry.
- The System should validate taxpayer data entries to ensure that required fields are completed, and data types and values are correct.
- The System should calculate certain data fields to avoid math errors and include logic to ensure consistency between data fields.
- The System should include capabilities to support tax filers in submitting multiple returns (e.g. file upload, etc.) and payments from all payment channels.

Scenario 6: Review Suspended Returns and Payments (by Agency)

- When a submitted return or payment cannot be processed or meets certain criteria (e.g. exceeds thresholds, fraud criteria, etc.), the System should suspend further processing for review by Agency Staff.
- When the processing of a submitted return or payment is suspended, Agency Staff should be assigned either a workflow task or have the option to go to a workflow queue. Through either the workflow task or the workflow queue, Agency staff should have the ability to pull suspended returns and payments that need to be reviewed.
- Agency Staff should be able to document the steps taken to resolve the issue, including communication with taxpayer.
- Agency Staff should be able to escalate or reassign the task if they are not able to resolve the issue.
- If the issue has been resolved, return and payment processing should continue normally.

Scenario 7: Make Financial Adjustment (e.g. payment reversal, penalty reversal, etc.)

- The System should allow Agency Staff to review all taxpayer liabilities (e.g. tax due, penalties, interest, etc.).
- The System should allow Agency Staff to review all taxpayer payments made (e.g. payment date, payment method, payment status, etc.).
- The System should allow Agency Staff to document reason for making the financial adjustment.
- The System should provide a mechanism to adjust the taxpayer account, including recording the type of adjustment and the individual making the adjustment.
- If the adjustment requires approval, the System should manage the workflow for the adjustment approval.

4.3.5.3 Key Scenarios: Manage Collections**Scenario 8: Enable Centralized Accounting and Billing Capabilities via the System**

- The System should allow automated routing and workload management capabilities.
- The System should track all transactions including debt (both tax and non-tax), payments, and adjustments, including fees.
- The System should be able to provide a statement of accounts that provides to a taxpayer a consolidated view of all their tax accounts including balance due, debt (tax and non-tax), and payments made.
- The System should provide centralized accounting and billing capabilities to manage collections activities, including:
 - Automated calculation of various penalties and interest at various rates
 - Automated offsets for both tax and non-tax debts

- Management of all commissions due to collections agencies and payments due to State agencies for non-tax debt collection
- Automated application of payments based on the established business rules and validation procedures

Scenario 9: Conduct Enforcement Actions via the System

- The System should be able to create and manage various forms and templates for tracking non-compliance and enforcement actions.
- The System should be able to support risk scoring and other calculations for managing debt types.
- The System should allow Agency Staff to track and manage delinquent accounts based on various types of information (e.g. main account, spouse, Responsible Party, etc.). Such delinquent accounts should be associated with the primary taxpayer entity.
- The System should be able to support and manage various collections enforcement actions (e.g. levies, liens, distress warrants, etc.).

Scenario 10: Manage and Collect Debt (both Tax and Non-Tax) via the System

- The System should be able to manage the process for collecting tax and non-tax debt (e.g. student loans, child support, insurance dividend, insurance fraud, member premium, etc. from other State agencies, etc.).
- Agency Staff and collection agencies staff should be able to access the System for managing tax and non-tax debts.
- The System should calculate commissions due to collections agencies.
- The System should allow the Agency Staff and collection agencies staff to generate real-time reports based on workflow routing and different workloads.
- The System should associate debt (tax and non-tax) and payments to taxpayer accounts, if such accounts exist.
- Taxpayers and non-tax debtors should be able to use the Online Portal to manage their debts and payments.

4.3.5.4 Key Scenarios: Conduct Audits and Investigations

Scenario 11: Assign Audits

- The System should generate audit leads based on system criteria, leveraging internal data (e.g. tax filings, collections data, etc.) and external data (e.g. IRS data, other Iowa Agencies' data, etc.).
- The System should allow audits to be manually initiated by authorized Agency Staff.
- The System should assign priorities to audits. Audit priority should be modifiable by authorized Agency Staff.
- The System should generate a forecast of potential audit yield (e.g. individual audit, aggregate audits, etc.).
- The System should have workflow to facilitate tracking and assignment of audits to Agency Staff.

- The System should track results of audits (e.g. audit revenue generated, time spent on audits, etc.) to allow for improvement of audit lead generation models over time.

Scenario 12: Conduct Audits and Determine Results

- The System should have integrated worksheets (i.e., “audit working papers”) that should help Agency Staff calculate any tax, penalty, or interest due.
- The System should provide a consolidated view of all taxpayer activity with the Agency (e.g. tax filings submitted, payments made, correspondence sent, etc.).
- The System should be able to record notes on activities taken during audit (e.g. contact with taxpayer, etc.) and progress made on audit (e.g. 25% complete, 50% complete, etc.).
- The System should have templates that can be used for generating and scheduling correspondence (individual and mass scheduling) to the taxpayer.
- The System should have Document Management capabilities that should allow Agency Staff to store any audit-related documentation.
- The System should allow for tracking time spent on any audit.

4.3.5.5 Key Scenarios: Manage the Enterprise

Scenario 13a: Manage Appeals via the System

- The System should be able to manage intake of appeals from taxpayers.
- The System should be able to support workflows for managing appeals based on defined business rules and user-defined criteria.
- The System should be able to manage and track the progress and provide notifications to taxpayers and authorized representatives based on type of proceeding.
- The System should be able to track and store all correspondence related to the proceeding and associate it with the relevant taxpayer account(s).

Scenario 13b: Manage Legal Services via the System

- The System should be able to manage intake of petitions for declaratory order, petitions for rulemaking, abatement requests, etc.
- The System should be able to manage and track the progress and provide notifications to taxpayers and authorized representatives based on type of proceeding.

Scenario 14: Manage Data Analysis Capabilities and Forecasting via the System

- The System should be able to support data extracts for developing fiscal estimates (e.g. simulate how new tax law should impact the taxpayers, etc.).
- The System should be able to integrate with Third Party statistical modeling tools for performing statistical analysis (e.g. trend analysis for policymaker, etc.).

Scenario 15: Manage Operational Reporting via the System

- The System should be able to support dashboard templates for reporting key performance indicators (KPIs) and other operational data.
- The System should be able to support data analysis for developing KPIs and other operational reports by providing data extracts in different formats and mechanisms (e.g. SQL query, Excel, .txt, etc.).
- The System should be able to integrate with Third Party and data warehouse tools for performing KPI analysis.
- The System should allow the operational staff to generate real-time reports based on workflow routing and different workloads.

4.3.6 Technical Specifications**4.3.6.1 Technical Specifications Matrix**

Complete and submit RFP Attachment 15 (Technical Specifications Matrix) that lists the Technical Specifications.

4.3.6.2 Hosting Services

Describe the approach for providing hosting and management services necessary to implement and maintain the System as described in this RFP, beginning with the initial implementation of any System instance, and continuing throughout the implementation and post-implementation. Managed hosting includes management of all components provided for the System, including those physically installed in distributed locations.

The Respondent should provide a detailed description of its managed hosting solution(s), for all environments included in this RFP, including:

- Managed hosting infrastructures (e.g. hardware, operating systems, network, communications, connectivity, backup, fail-over, disaster recovery components, etc.)
- Managed hosting services (e.g. software and hardware installation, updating, patch application, monitoring, tuning, disaster recovery and backup support, emergency and planned network, system, application maintenance, etc.)
- Managed hosting location(s) compliant with Section 4.3.9 (Compliance) (e.g. security compliance for data centers, etc.)

4.3.6.3 Secured Role-Based Authentication

Describe how the System provides modern and secure models for user authentication. The System should provide an SSO that authenticates the user to any modules of the System. The System should provide configurable features that can limit or restrict access based on the user's constructed role within the System. This role-based security profile should be attached to the user's login credentials. The System should also support two-factor authentication or comparable secure models.

4.3.6.4 Data Warehouse

Describe how the approach and proposed tools should enable the data warehouse capabilities at the Agency. Particularly, describe how the System should incorporate and improve audit programs and fraud detection at the Agency, as well as how their preferred data warehouse solution would integrate with the System to support capabilities as highlighted in Table 4. Current Data Warehouse Processes in Section 1.4.7 (Current Technical Environment).

The Agency currently uses a data warehouse for managing current and historical information, as well as for performing analytics that support monthly, quarterly, and annual reporting. The data warehouse houses over ten years of accounting, collections, auditing, and State and federal returns data, along with other State agencies' data. Additionally, it also houses the auditing case management tool, developed by a vendor, and the fraud detection system. However, not all data is housed in the data warehouse—data is sprawled across multiple systems.

The response should include how the proposed data warehouse solution will meet the following requirements desired by the Agency:

- ETL Processing
- Data Handling — CSV, XML, TXT, other native types
- Data Warehouse Operations: Jobs, Batches, Schedules, etc.
- Third Party tools/API/Driver/Connectors integration/Support
- Utilities
- SQL Library/Functions/Features (e.g. GTT, OLAP, etc.)
- Historical Data Warehouse Logs
- Workload Management
- System Monitoring
- User, Space, Access management, etc.
- SSO, LDAP, Windows Authentication, Centralized Authentication
- Processing, Concurrency, Availability, Capacity, Growth
- Recovery/Fallback
- Unstructured/semi-structured Data Processing — email, call logs, customer journey, etc.
- Descriptive/Predictive/Prescriptive Analytics
- Language Support: SQL, R, Python
- Data Type Support: XML, JSON, Geospatial, Avro

4.3.6.5 Interfaces and Third Party Integrations

The Agency expects the System will require the development of inbound and/or outbound interfaces with external systems, both inside and outside of the Agency (e.g. interfaces may be required with external agency systems, external service provider systems, etc.) All the Agency and OCIO “internal” system interfaces and

integration points are outlined in RFP Attachment 5 (Application and Systems Summary).

Applicable external interfaces and integrations pertain to specific functional areas and are referenced throughout the specification's matrices.

Describe the approach to designing, documenting, developing, and testing interfaces and integration points that are required for the implementation of the proposed System. The Respondent should propose a decommissioning strategy in alignment with its interface/integration approach and provide for the expected use of "throw-away" interfaces in the event that legacy systems remain operational concurrently, until deemed ready to be decommissioned.

4.3.6.5.1 Telephony Interface

The Agency currently utilizes Genesys as its telephony platform. The Respondent shall articulate how the System can integrate with the existing telephony platform, while supporting the Functional Specifications outlined in Manage Constituency Relationships (Refer to RFP Attachment 3 – Functional Specifications Matrix).

If applicable, the Respondent shall also describe how the System might provide additional value with respect to functionality not currently being utilized by the Agency to further improve their customer service and call center capabilities. If applicable, the Respondent shall include as part of Section 4.4 (Value-Added Services and Features) a description of how the System might provide additional telephony functionality not currently being utilized by the Agency to enable improved handling of incoming and outgoing phone calls. The Agency would also be interested in understanding the Respondent's capabilities with respect to telephony.

4.3.6.6 Document Management

The Agency currently utilizes a document imaging and workflow system comprised of Fairfax Imaging and OPEX. In an effort to reduce the amount of manual data entry required for paper-based tax remittance processing, it is expected that the new System should integrate with the Agency's existing imaging and workflow solutions outlined above.

The Respondent shall articulate how the System would integrate with the existing document scanning, imaging, and workflow solution. Once integrated, at a minimum, the System shall provide the functionality to associate and/or map documents, images, and data elements to the correct taxpayer entity, account, period, obligation, and, if applicable, the relevant collection or audit case. The System shall also provide the capability to maintain a history of associated imaged documents and other artifacts, the functionality to search for imaged artifacts, as well as adoption and adherence to the Agency's document retention policies. Imaged artifacts include but

are not limited to inbound correspondence, returns, forms, payments, applications, and other artifacts.

If applicable, the Respondent shall include as part of Section 4.4 (Value-Added Services and Features) a description how the System might provide additional Document Management functionality not currently being utilized by the Agency to enable improved management of imaged artifacts. The Agency would also be interested in understanding the Respondent's capabilities with respect to Content Management.

4.3.7 Implementation Services

Implementation services describe the Agency's expectation for the Vendor in order to successfully implement the System. The Respondent is expected to provide responses to the sections below on how it best supports and/or compliments the outlined implementation area and, where relevant, the proposed approach defined by the Agency. RFP Attachment 13 (Vendor Roles and Responsibilities) provides additional information on expected technical services roles and responsibilities for implementing the System.

4.3.7.1 Program Management

Describe the proposed Program management approach to plan, manage, and control the successful completion of all tasks and Deliverables based on the requirements and Specifications in the RFP. The response must include, but is not limited to:

- A Program Management Plan (PMP) outlining Respondent's approach for managing the project and key Deliverables
- Project management methodology to be used during the implementation
- A list of key Deliverables required for successful execution of the Program, including criteria for deliverable approval
- Work breakdown structure and estimated timeframe based on prior experience and details provided in this RFP, from the execution of the Contract through implementation. Provide an indicative project plan with sufficient level of detail that will satisfy the proposed timeframe and release schedule, providing the Agency with a clear picture of how the Respondent might schedule this initiative.
- A detailed staffing plan with roles and responsibilities for staff from all parties. Refer to RFP Attachment 16 (Staffing Plan Template)
- Program reporting, cadence of status meetings, and a method for the recording, distributing, accessing, and storing of key meeting minutes throughout the Program, including meeting agendas for all Vendor-led meetings
- An approach and methodology for Program communications management, including the methods and activities needed to ensure timely and appropriate communication amongst the Program team
- An approach to risk analysis, risk prioritization, risk mitigation, and risk tracking/control, including tools and techniques that should be used for risk management and escalation

- An approach and methodology for issue management to ensure that issues are identified, evaluated, assigned for resolution, monitored, resolved, documented, and communicated, including tools and techniques that should be used for issue management and escalation
- An approach outlining the process for making Program decisions and acting upon those decisions per the Governance structure outlined in Section 1.4.2 (Governance)
- An approach and methodology for change control to address changes to the scope, cost, and schedule, including tools for tracking and approval of change requests

4.3.7.2 Organizational Change Management (OCM)

Describe the approach to the organizational OCM process. The response should include the following:

- Methodology to provide OCM services aligned with the scope, key strategic themes/drivers, and requirements and Specifications in the RFP
- An approach and methodology to supplement the current OCM efforts undertaken by Agency, as outlined in Section 1.4.3 (Organizational Change Management (OCM))
- An approach and methodology for communications management, including the methods and activities needed to ensure timely and appropriate communication to Program stakeholders
- Application of industry, process, and system expertise to minimize downstream re-work and to optimize the engagement and alignment of the Agency's key stakeholders across the System being deployed

4.3.7.3 Training and Knowledge Transfer

The Agency expects that the Vendor should provide comprehensive initial and ongoing training over the life of the System so that all Agency Staff are properly trained in the components of the System that are required for their specific role(s).

Describe the approach to training and knowledge transfer. The response should include the following:

- An overall training and knowledge transfer strategy
- A training needs analysis that documents all skills gaps by role
- A training plan that specifies the required courses/curriculum by role and how the training should be delivered
- A knowledge transfer plan that specifies the required courses/curriculum by role, knowledge achievement milestones, and a description of how the knowledge transfer should be conducted
- A plan for development and delivery of training and knowledge transfer modules, including a combination of on-site instructor-led training and web-based or computer-based training (CBT)

- A plan for development of the materials required for training delivery and knowledge transfer, including PowerPoint presentations, graphics, classroom exercises, CBT modules, job utilities, user guides, etc.
- An evaluation mechanism that allows training and knowledge transfer participants to provide feedback so that the Vendor can improve curriculum and materials on an ongoing basis

4.3.7.4 Business Process Analysis

Describe the Respondent's process to be utilized for validating the Functional Specifications contained in RFP Attachment 3 (Functional Specifications Matrix) and the future business processes described in Section 1.4.8 (Business Processes) and provided in RFP Attachment 6 (Future State Business Processes), and identify any changes to minimize customization and increase use of configuration functionality. Include all special adaptation efforts that may be required to meet the Agency's future state business needs. The Vendor is expected to perform a requirements and future business process validation to identify any functional gaps before configuring the new System to enable the processes. The business processes described in Section 1.4.8 (Business Processes) and provided in RFP Attachment 6 (Future State Business Processes) are meant to provide preliminary guidance for configuring the System and should not be considered final until future functionality is validated by the Agency Staff.

4.3.7.5 Environment Setup

Describe the process to set-up and verify the installation of all requisite System components and environments. The Agency seeks to understand the requirements to initialize the installation of base System components, requisite Third Party Software, infrastructure components, middleware, etc. The approach should cover but not be limited to the following:

- Setup of requisite environments (e.g. development, testing, production, etc.)
- Validate and verify that environments function as expected and are stable
- Required "foundational" installation of application components, Third Party software, etc.
- Third Party software licensing requirements

4.3.7.6 Configuration and Customization

The Agency desires that the System be configurable outside of the core code to allow for ongoing changes, such as periodic tax rate and form changes. Refer to RFP Attachment 12 (Forms Inventory) for a list of forms that are currently being used by the Agency.

The Respondent should describe the approach and method by which the System will be implemented utilizing configuration and/or customization inclusive of how each will be managed (e.g. via an Integrated Development Environment, proprietary tools,

etc.). Further, Respondent should explain the method of configuration (e.g. via scripting, XML, code tables, etc.), as well as all development languages and/or platforms utilized for customization. The Agency expects the customization of the System will be kept to a minimum to limit the effect on System upgrades and maintenance, and that appropriate procedures and controls are enforced.

4.3.7.7 Testing

Describe the process for testing that all application components work as designed and configured, and that those components work together in an integrated process to perform their specified functions, including interfaces/integrations to legacy applications or other Third Party external applications. The response should include but not be limited to the following:

- Approach for creating unit, integration (end-to-end), performance, stress, security, and regression test plans that are fully documented and repeatable.
- Approach for performing quality assurance testing (unit, integration, performance, stress, security, and regression, where applicable) prior to handing over to the Agency for UAT.
- Validation with a requirements traceability matrix and demonstrations verify the requirements as specified in the requirements document have been satisfied.
- Approach for the Agency to create UAT cases and test scripts.

4.3.7.8 Data Conversion and Migration

Describe the process for managing the data requirements for the System, including data conversion and migration methodology and approach. The Agency also expects the Respondent to include, as part of their conversion approach, a description on how it will work with Agency Staff in order to come to an agreement on other items, including but not limited to volume of data to be converted, level of detail, data objects, what data should be made available in an archived “read-only” state, etc.

The approach should include the following:

- A data conversion approach and plan.
- Identification of any risks associated with data conversion.
- An approach and plan for data conversion testing.
- Mock data conversions and their alignment to testing activities.
- Data governance.
- Data conversion mapping and transformation.
- Data conversion signoff and cutover processes.

4.3.8 Support Services

Support services include maintenance and operation (M&O) as well as Warranty services to be provided by the Vendor post-implementation. Respondents shall outline the following:

4.3.8.1 Database Administration

Describe services related to on-going and go-live maintenance and support for the System database(s). The response should include but not be limited to the following:

- Maintenance and support of all System database(s)
- Maintenance of a configuration log of distributed and implemented releases
- Determine the impact of the new release to the installed configuration
- Perform database tuning

4.3.8.2 Warranty Support

Describe the duration and services provided under the Respondent's proposed Warranty coverage. The Respondent is expected to propose Warranty coverage to resolve production System Errors and deficiencies during the proposed Warranty period at no additional charge to the Agency. Warranty Support services will be delivered concurrently with any applicable SLA terms.

Warranty coverage begins, as applicable, once System functionality is in use by Agency Staff, and following the Agency's Acceptance of the relevant aspect of the System, in a Production environment; or once the full System is in use by Agency Staff, and following the Agency's Acceptance of the entire System. The Respondent shall include in the Warranty services description a timeline of effective Warranty periods during implementation (i.e. following the go-live of each phase) as well as post-implementation Warranty coverage for the entire System once fully implemented (i.e. all phases).

4.3.8.3 Support and Warranty Service Level Agreement (SLA)

A sample SLA is included in RFP Attachment 11 (Contract Sample and Template). Respondent shall describe any variances proposed from this sample. A final SLA will be mutually agreed upon between the Agency and the Vendor as part of final Contract execution and shall apply for the duration of the Contract, including any extensions or renewals. Terms of the SLA should include, but not be limited to:

- Standard service hours
- Non-standard and holiday service hours
- Definition of defect or Error classification levels (e.g. Defect Severity 1, Defect Severity 2, etc.)
- Proposed resolution timing for each defect or Error classification
- Expectations regarding System uptime, downtime, and scheduled maintenance windows
- Warranty extension criteria

4.3.8.4 Hosting Support

As part of the hosting managed services, the Vendor is expected to provide full support services across all elements of their hosted offering, as outlined in Section

4.3.6.2, for the duration of the agreed-upon Contract term, including any extensions or renewals. The Respondent shall describe the level and detail of support provided for Vendor's hosting managed services.

4.3.8.5 System Administration

Describe the services for on-going maintenance and support (production System support), as well as go-live support for the System. This should include but not be limited to the management of future version releases, service packs, patches, functional and/or technical upgrades, configuration, backup/restore, Enhancements, and Error and defect resolution.

4.3.8.6 Help Desk Support

Describe the process for handling the identification and triage of defects, as well as the defect and Error resolution path inclusive of proposed SLA terms. Describe any use of proprietary or Third Party defect tracking and resolution management software. If applicable, describe how those tools provide the capability to interface with the Agency's ticket management system.

4.3.9 Compliance

Describe the approach for compliance with all applicable State and federal laws, regulations, standards, and policies as defined in Section 4.2.5 (Compliance and Information Security). Respondent's description should encompass, at a minimum, the items outlined in Section 4.3.9 (Compliance). The Vendor will also be responsible for participating in periodic audits to ensure that compliance is successfully maintained by the Vendor over the duration of the Program. In most cases, audit and compliance (re-)certification activities are conducted on an annual basis. The Vendor is expected to maintain compliance and participate in audits as defined below at no additional cost to the Agency.

4.3.9.1 System Compliance

Respondent should describe its general approach to information security and privacy compliance, and the general method by which compliance is addressed and achieved.

Respondent should describe any Third Party certificates of audit certifying on a recurring basis that the Application Services and System(s) comply with, including but not limited to any of the following:

- NIST 800-53
- IRS Pub 1075
- Federal Risk and Authorization Management Program (FedRAMP) certification for a System hosted in a cloud environment

Respondent should describe any other Third Party certifications, tests, or reports Respondent obtains on a recurring basis and that it will provide to the Agency at no cost upon request, including but not limited to any of the following:

- Latest ISO 27001 certification
- Test or assessment results of an independent, Third Party application scans using the Open Web Application Security Project (OWASP) Top Ten List
- Test results of a penetration test of the system(s) conducted by an independent Third Party
- A copy of Respondent's annual SOC 2 type 2 report (for all applicable Trust Services Principles)
- Statement on Standards for Attestation Engagement (SSAE) 18 of Respondent's operations, information security program, and disaster recovery/business continuity plan

Respondent should provide the latest remediation plans which may have resulted from any compliance activities or efforts listed above.

4.3.9.2 Security Audit

Describe the Agency's, Authorized Contractor's, and the Agency's regulator's ability to perform security audits/scans of the System, including the hosting environment, including unannounced penetration and security tests, and how Respondent will incorporate recommendations that result from such inspections, tests, and audits as part of its security/compliance program, including standard remediation timeframes.

4.3.9.3 Access to Security Logs and Reports

Describe Agency, Agency's Authorized Contractor's, and Agency's regulators ability to access security logs and reports relating to the System, including, at minimum, latency statistics, user access summaries, user access IP address summaries, and user access history and security logs. Provide samples of standard security logs and reports.

4.3.9.4 Accessibility

As required by Section 4.3.9 (Compliance), the Vendor and the System shall comply with, and enable and facilitate Agency's and other applicable constituent group's compliance with, all applicable accessibility laws, rules, regulations, policies, and standards, including those identified in Section 4.3.9 (Compliance). These laws, rules, regulations, policies, and standards support the State's objective of giving employees and members of the public with disabilities access to System's and information that is comparable to the access available to individuals without disabilities. The Respondent should describe its approach for ensuring that the System and all System content meet and enable to the Agency and other constituent groups to meet these, requirements, including how accessibility is incorporated by design into the Application Services and System.

4.3.10 Disaster Recovery / Business Continuity

Describe Respondent's Disaster Recovery and Business Continuity Plan, including but not limited to:

- Redundancy, Data Backup, and Disaster Recovery
- Data Export/Import
- Data Ownership and Access
- Testing
- Assumptions or recommendations for business process recovery time objectives (RTO) and data recovery point objectives (RPO)

4.4 Value-Added Services and Features

Respondents are encouraged to propose any Value-Added Services and/or features deemed beneficial to the ongoing improvement of the Agency's tax and revenue administration efforts, both near-term and long-term. The Agency recognizes the immediate need to modernize while also understanding there may be additional functionality available that fulfills and enhances the Agency's future vision for tax and revenue administration.

The Agency expects all Value-Added Services and/or features proposed in this section to have corresponding price information included as part of the Respondent's Cost Proposal, tab 8 Value-Added Services and Features of RFP Attachment 4 (Cost Proposal). The Agency requests that Respondents incorporate a level of cost assurance over a specified term for all identified Value-Added Services and/or features.

Value-Added Services and/or features proposed in this section will not be scored and will only be used by the Agency for informational purposes, as well as to identify the broader capabilities and offerings of the Respondents.

SECTION 5. EVALUATION AND SELECTION

5.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal provides the greatest benefit to the Agency. The Agency will not necessarily Award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will Award to the Respondent whose Proposal the Agency believes will provide the best value to the State. Proposals will generally be evaluated according to completeness, content, experience, ability, responsibility of the Respondent and its staff, and cost.

5.2 Evaluation Committee

The Agency will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Agency will use an evaluation committee to review and evaluate the Technical Proposals. The evaluation committee will determine which, if any, Respondent will receive a Notice of Intent to Award based on the results of their evaluation to the Agency or to such other person or entity who must approve the recommendation.

5.3 Evaluation Points

75% of evaluation points will be apportioned to the Technical Proposal and 25% apportioned to the Cost Proposal.

5.4 Technical Proposal Evaluation and Scoring

All Proposals will be reviewed and evaluated consistent with the following and for the following criteria:

- 5.4.1** All Technical Proposals will first be reviewed to determine if they comply with the requirements set forth in the RFP, and to determine whether Respondent is a Responsible Respondent. By way of example only, the Issuing Officer will review Respondent's Technical Proposal for responsiveness, compliance with the requirements of the RFP, and responsibility, including review of:
 - 5.4.1.1** Respondent's Technical Proposal to ensure it satisfies the Form and Content requirements of Section 3 (Form and Content of Proposals).
 - 5.4.1.2** Respondent's Technical Proposal to ensure Respondent has agreed that it will comply with or otherwise satisfy any Mandatory Specifications set forth in Section 4 (Technical Proposal Contents).
 - 5.4.1.3** Respondent's Technical Proposal to ensure Respondent has completed and submitted all necessary attachments in accordance with all applicable instructions and requirements.
 - 5.4.1.4** Respondent's certifications/disclosures, reference checks, or other background investigation materials, including but not limited to Respondent's Criminal History, litigation or debarment history, or financial condition, to determine whether Respondent is a Responsible Respondent. The Issuing Officer may consult with

subject matter experts, such as accountants in the case of reviewing Respondent's financial condition, in determining whether Respondent is a Responsible Respondent.

- 5.4.1.5** Respondent's Technical Proposal and all other attachments (other than the Cost Proposal, which shall only be opened and reviewed as set forth below) to determine whether the Proposal should otherwise be rejected pursuant to Section 2.18 (Rejection of Proposals) or is a non-Responsive Proposal.
- 5.4.2** If the Issuing Officer determines a Proposal fails to satisfy any of the foregoing, the Proposal may be rejected and not further evaluated.
- 5.4.3** The Technical Proposals will then be evaluated and scored by the evaluation committee using consensus scoring based on the evaluation categories identified in Section 4.3 (Scored Requirements), and in accordance with the relative weights accorded each evaluation category as set forth in the scoring addendum posted immediately prior to the RFP closing ("**Initial Score(s)(ing)**"). After the Initial Scoring, the evaluation committee may then select Respondents from those Respondents whose Technical Proposals received the highest Initial Scores for on-site presentations and software demonstrations pursuant to and in accordance with Section 2.21 (Respondent Presentations and Software Demos). Based on these on-site presentations and software demonstrations, the evaluation committee may then adjust the Initial Scores originally given to the Technical Proposals based on the evaluation categories identified in Section 4.3 (Scored Requirements), and in accordance with the relative weights accorded to each evaluation category as set forth in the scoring addendum posted immediately prior to the RFP closing ("**Final Technical Score(s)**").

5.5 Cost Proposal Scoring

The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any demonstrations. Only prospective Respondents who were selected to participate in the on-site presentations and software demonstrations in accordance with Section 2.21 (Respondent Presentations and Software Demos) and section 5.4 (Technical Proposal Evaluation and Scoring), and who, if applicable, receive a minimum technical score for their Technical Proposal will be considered during the cost evaluation phase of the review process. If the Agency elects to institute a minimum technical score, the minimum technical score will be set forth in an addendum posted immediately prior to the RFP closing. When a Cost Proposal is not considered because Respondent was not selected to participate in the on-site presentations and software demonstrations or did not receive a minimum technical score, the associated Cost Proposal will remain unopened and will be returned to the Respondent upon request after the Agency issues a Notice of Intent to Award the Contract. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored in accordance with any scoring criteria set forth in Cost Proposal Addendum attached hereto.

If no Cost Proposal Addendum is attached hereto, or if no more specific scoring criteria is set forth in a Cost Proposal Addendum attached here as RFP Attachment 4, Cost Proposals may be evaluated, and points awarded as follows:

- 5.5.1** The Cost Proposals will be ranked from least to most expensive.
- 5.5.2** The least expensive Cost Proposal shall receive the maximum number of points available.

- 5.5.3** To determine the number of points to be awarded to all other Cost Proposals, the least expensive Cost Proposal will be used in all cases as the numerator. Each of the other Cost Proposals will be used as the denominator per the example below.
- 5.5.4** The percentage will then be multiplied by the maximum number of available points and the resulting number will be the cost points awarded to other compliant Respondents. Percentages and points will be rounded to the nearest whole value.

Example:

Respondent A quotes \$35,000, Respondent B quotes \$45,000, and Respondent C quotes \$65,000.

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

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

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

If Cost Proposals are evaluated pursuant to the above-described methodology, or if any scoring criteria set forth in the Cost Proposal Addendum attached hereto does not require the exercise of any discretion to calculate the Cost Scores, the evaluation committee need not review or otherwise ratify any final Cost Scores or Total Scores, and the Cost Scores may be calculated and incorporated into the Total Score by the Issuing Officer. By virtue of developing cost criteria that require the exercise of no discretion, the evaluation committee has delegated any obligation it has to review and approve final Cost Scores to the Issuing officer. In the event scoring irregularities arise, the Issuing Officer may seek guidance from the evaluation committee on how to resolve such irregularities. The decision of the evaluation committee on how to resolve any such irregularities shall be final.

5.6 Total Score

Respondent's Final Technical Score will be added to its Cost Score to obtain the total points awarded for the Proposal. If Cost Proposals were evaluated pursuant to the default methodology set forth in Section 5.5 (Cost Proposal Scoring), or if any scoring criteria set forth in Cost Proposal Addendum attached hereto does not require the exercise of any discretion to calculate the Cost Scores, the evaluation committee need not review or otherwise ratify any final Total Scores prior to the issuance of any Notice of Intent to Award.

5.7 Tied Score and Preferences

- 5.7.1** An Award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Respondents who are tied in price. Otherwise, the drawing will be made in front of at least three (3) non-interested parties. All drawings shall be documented.

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

SECTION 6. CONTRACT TERMS AND CONDITIONS & ADMINISTRATION**6.1 Contract Terms and Conditions**

The Contract that the Agency expects to Award as a result of this RFP shall comprise the Specifications, terms, and conditions of the RFP, written clarifications or changes made by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the Terms and Conditions attached hereto as RFP Attachment 11 (Contract Sample and Template), the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the RFP or the Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Respondent's objection or amendment in writing.

The Contract terms and conditions in this Section 6 (Contract Terms and Conditions and Administration) and the Terms and Conditions attached to and accompanying this RFP as RFP Attachment 11 (Contract Sample and Template) hereto, will be incorporated into the Contract. The Terms and Conditions may be supplemented at the time of Contract execution and are provided as a sample of the terms and conditions generally required by the State in these types of transactions to enable Respondents to better evaluate the costs associated with the RFP Specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Respondent.

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the Terms and Conditions without change except, and solely to the extent permitted herein, as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or proposed responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

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

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

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

6.2 Contractual Terms and Conditions — No Material Changes/Non-Negotiable

Notwithstanding anything in this RFP to the contrary, Respondent may not take exception to or propose including language in any resulting Contract or the Terms and Conditions that conflicts with or is otherwise inconsistent with the following:

6.2.1 Indemnification

6.2.1.1 Without specific authority to do so, the State, or agencies, cannot enter into agreements indemnifying Respondents, or any other entity, against Third- or First-Party claims. A clause that intends to seek indemnification from the State, whether the clause contains the words "indemnity" or "indemnify," are not clauses to which the State may agree. The State will not agree to a clause that includes the language "to the extent permitted by law" as a work around to this issue because, as explained, the State cannot indemnify Respondents to any extent.

6.2.1.2 Iowa Code chapter 13 establishes that the Iowa Attorney General is the State's attorney for all purposes, including in the management of litigation and claims against the State. Other State agencies may not preempt the Attorney General's authority by agreeing in advance to permit a Vendor or Vendor's chosen counsel to control the defense or litigation of a claim brought against the State, including in connection with

any indemnification obligation of Vendor's in favor of the State or other parties in connection with a Contract resulting from this RFP.

6.2.2 Limitation of Liability

State of Iowa agencies may only enter into a contract containing a limitation-of-liability provision in favor a Vendor after following certain processes, after conducting certain analyses, and subject to specific limitations, all as permitted by and set forth in Iowa Code section 8A.311(22) and Iowa Administrative Code chapter 11—120. Where an agency has followed the required processes and conducted the necessary analysis, a contractual limitation of Vendor liability must be provided for and set forth in the documents initiating the procurement, here this RFP. Having followed the required processes and conducted the requisite analysis, relevant decision makers have concluded that the following limitation-of-liability provision is appropriate to prevent harm to the State from a failure to obtain the goods or services sought, from obtaining the goods or services at a higher price if the State refuses to allow a contractual limitation of Vendor liability, or to avoid obtaining a lower quality good or service; and that the following limitation-of-liability provision is commercially reasonable when taking into account any risk to the State created by the goods or services to be procured and the purpose for which they will be used. Subject to additional required processes and analysis, IDR may, in its sole discretion, further negotiate this limitation-of-Vendor liability provision, if IDR, in its sole discretion, and in consultation with other appropriate decision-makers, determines that the best interest of the state would be served by entering into such negotiations.

6.2.2.1 Except as otherwise set forth herein, and only to the extent permitted by and not prohibited by applicable laws, rules and regulations: (a) the maximum liability of either Party under the Contract shall be five (5) times the Contract Value (Contract Value is defined as the aggregate total compensation to be paid by the State of Iowa to the Vendor under the entire term of the Contract, including all renewals and extensions); and (b) no Party shall be liable to the other for consequential, incidental, indirect, special, or punitive damages; provided, however, under no circumstances shall the foregoing limitations apply to any losses, damages, expenses, costs, settlement amounts, legal fees, judgments, actions, claims, or any other liability arising out of or relating to:

- 6.2.2.1.1** Intentional torts, criminal acts, fraudulent conduct, intentional or willful misconduct, or the negligence, or bad faith of Vendor, Vendor Contractors, or Vendor Personnel or any officers, directors, employees, agents, subsidiaries, affiliates, contractors or Vendor Contractor of any of the foregoing;
- 6.2.2.1.2** Death, bodily injury, Security Breaches or unauthorized access affecting Customer Data, the System, or other State of Iowa systems, or damage to real or personal property;
- 6.2.2.1.3** Any contractual obligations of Vendor pertaining to indemnification; intellectual property; liquidated damages; compliance with applicable laws, including but not limited to any laws related to data security and privacy,

Customer Data, and/or IRS Pub 1075; Confidential Information; data security or Security Breach, including but not limited to breach/notification; disaster recovery; or return/migration of data;

- 6.2.2.1.4** Any claims arising under provisions of the Contract calling for indemnification of the State of Iowa or any Indemnatee for Third Party claims against the State of Iowa for bodily injury to persons or for damage to real or tangible personal property caused by the Vendor's, Vendor Contractor's, or Vendor Personnel's negligence or willful conduct. "Indemnatee" means the Agency, the State of Iowa, and any of their employees, officers, board members, agents, representatives, and officials.
- 6.2.2.1.5** Corruption or loss of data/information; loss of revenue or inability to collect revenue; inability to process or pay claims or to make any other payments; system downtime or loss of use (including failure to meet service levels as agreed to by the Parties in any SLA).

- 6.2.2.2** The limitation on Vendor's liability specified in this Section shall not, under any circumstances, apply to any losses, damages, expenses, costs, settlement amounts, judgments, legal fees, actions, claims, or any other liability or other amounts that may be covered (or otherwise eligible to be paid or indemnified) under any insurance policies, bonds or other coverages held or maintained by or on behalf of Vendor. Further, nothing in the Contract, shall: (i) be construed as an admission, assumption or representation by the State that any limitation on Vendor's liability specified in this Section is enforceable against the State under applicable law or that the State has the authority to agree to the limitation on Vendor's liability specified in this Section; (ii) prevent the State from challenging the enforceability or validity of this Section; or (iii) be construed to waive any clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on recovery provided by law to the State or any agency, department or official of the State.

6.2.3 Jurisdiction and Venue

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State's attorney for all purposes, including in the management of litigation and claims against the State. Other State agencies may not preempt the Attorney General's authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another State or its courts, cannot agree to venue in another State, and cannot agree to participate in any form of alternative dispute resolution.

6.2.4 Confidentiality

All Iowa State agencies are subject to Iowa public records laws. The State cannot agree to contractual terms that attempt to prevent it from disclosing or disseminating records that constitute public records and that are not otherwise permitted to be maintained in confidence under Iowa Code chapter 22 or other applicable law.

6.2.5 Unliquidated Expenses (i.e., Attorney Fees, Add-ons, or Cost Increases)

The State may not agree to clauses, which obligate it to pay for claims that might exceed its current appropriation. The State may only obligate those funds that have been appropriated to it by the Iowa General Assembly and may only obligate those funds for the purposes for which the funds were appropriated.

6.3 Special Terms and Conditions

6.3.1 Term Length

The Contract shall have an initial term of five (5) years, beginning on the date of Contract execution (the “**Effective Date**”). At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for ten (10) additional one-year terms, for a total years Contract term not-to-exceed fifteen (15) years. The State will give the Vendor written notice of its intent whether to exercise each option no later than sixty (60) days before the end of the Contract’s then-current term; provided that Vendor must notify the State at least (30) days prior to this deadline that the deadline to exercise an optional renewal is approaching.

6.3.2 Payment Terms

6.3.2.1 Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Purchasing Cards (Pcards) and ePayable Solutions (EAP) are preferred payment methods, but payments may be made by any of the following methods: Pcard/EAP, electronic funds transfer (EFT)/automated clearing house (ACH), or State Warrant. Respondents shall indicate in their Cost Proposals all of the payment methods it will accept. **This information will not be scored as part of the Cost Proposal or evaluated as part of the Technical Proposal.**

6.3.2.2 Credit card or ePayables

The State of Iowa’s Pcards and EAP are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa’s Terms of Pcard Acceptance, as provided in Section 6.3.2.3 (Terms and Conditions for State of Iowa Purchasing Cards) of the RFP. Respondents must provide a statement regarding their ability to meet the requirements in this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

6.3.2.3 Terms and Conditions for State of Iowa Purchasing Cards

The State of Iowa shall pay Vendor's invoices using its Purchasing Card Program (Pcard) whenever possible. The Pcard is a VISA credit card issued by U.S. Bank to allow authorized employees to make purchases on behalf of the State. It is a faster, more convenient alternative to traditional invoicing and remittance processing, allowing U.S. Bank to pay the Vendor directly, generally within 48 hours of the transaction. Vendor shall comply with security measures for Pcard payments including:

- If at any time confidential card information is stored, Vendor shall comply with [Payment Card Industry Data Security Standard \(PCI DSS\)](#) to assure such information is not compromised.
- Vendor shall adhere to [Fair and Accurate Credit Transactions Act](#) requirements that limit the amount of consumer and account information shared for greater security protection.
- Vendor shall not write down card numbers or store card information. When accepting orders by phone, Vendor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery).
- Vendor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered.
- Vendor shall confirm that the name of purchaser matches the name on the card.
- Vendor shall ensure internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address.
- Vendor shall shred any documentation with credit card numbers.

6.3.2.4 State Warrant

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

6.3.2.5 Other Key Payment Terms

Other key payment terms, including those relating to the timing of payments invoices, are set forth in the Terms and Conditions attached hereto as RFP Attachment 11 (Contract Sample and Template).

6.3.3 Quarterly Report

The Vendor shall provide an electronic detailed quarterly report on all sales made under the prospective Contract within the State of Iowa via Email to both the Agency and OCIO. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, and unit and extended invoice prices. Respondent Proposals must

include a sample report and a description of the reporting that will be provided. The State reserves the right to request more detailed information (ad hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments, or time frames.

6.3.4 Administrative Fee

Without affecting the approved prices or discounts specified in this RFP or the resultant Contract, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against the resulting Contract. The administrative fee due to the State of Iowa shall be paid quarterly by Vendor directly to the State, made payable to the "Iowa Office of Chief Information Officer."

6.3.5 Source Code Escrow

The State of Iowa and the Vendor shall enter into a Source Code Escrow Agreement with a mutually-agreed-upon escrow agent. Immediately following the execution of the Escrow Agreement, Vendor shall deliver to the Escrow Agent for deposit all Source Materials. Vendor shall continually update the Source Material by promptly depositing in the escrow account each new release, update, version, enhancement, correction, patch, and improvement of the Services. Vendor's duty to update the Source Material shall continue through the Term.

6.3.6 Insurance

Vendor shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa, insurance covering its work of the type and in amounts required. Vendor's insurance shall, among other things, insure against any loss or damage resulting from or related to Vendor's performance of the Contract regardless of the date the claim is filed or expiration of the policy. All insurance policies required shall: (a) remain in full force and effect for the entire Term of the Agreement; and (b) not be reduced, changed (to the detriment of the Agency or any Governmental Entities), or canceled (without being simultaneously replaced by another policy meeting the same requirements). The Agency shall be named as additional insureds on all such policies, and all such policies shall a specified endorsement. Notwithstanding the foregoing, the requirement that the Agency be named as additional insureds on all policies of insurance shall not apply to Vendor's Workers Compensation Insurance. Further insurance will be established in the Contract, and a sample can be found in a Special Terms and Conditions Addendum to RFP Attachment 11 (Contract Sample and Template).

6.4 Order of Precedence

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) under a subsection with a heading entitled Special Terms & Conditions; (2) the Terms and Conditions attached to and accompanying this RFP

as RFP Attachment 11 (Contract Sample and Template), including any and all attachments thereto and the RFP and Proposal all in accordance with and consistent with the Order of Precedence set forth therein; and (3) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) set forth under a subsection with a title other than Special Terms & Conditions.