Request for Proposal
Cover Sheet
Administrative Information

RFP Number	RFP1420309004	Title of RFP	IWD Unemployment Insurance Modernization Project	
Agency	Iowa Department of Administrative Services (DAS) on behalf of Iowa Workforce Development (IWD)			
Number of years of the initial term of the contract		3	**Number of possible annual extensions**	7

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PROCUREMENT TIMETABLE—Event or Action	Date/Time (Central Time)
State Posts Notice of RFP on TSB website	August 16, 2019
State Issues RFP	August 18, 2019
Pre-Proposal Web Conference *Pre-Proposal Web Conference not mandatory but recommended.*	August 28, 2019/10:00 A.M.
RFP written questions, requests for clarification, and suggested changes from Respondents due	September 6, 2019
Agency written responses to questions, requests for clarification, and suggested changes	September 20, 2019
Follow-up RFP written questions, requests for clarification, and suggested changes from Respondents due	October 4, 2019
Agency written responses to follow-up questions, requests for clarification, and suggested changes	October 11, 2019
Proposals Due	October 18, 2019/3:00 P.M.

Relevant Websites
Internet website where Addenda to this RFP will be posted https://bidopportunities.iowa.gov
Number of Copies of Proposals Required to be Submitted: 1 Original, 1 Digital, & 5 Copies
Firm Proposal Terms The minimum number of days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm is 120 Days.

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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 goods and/or services identified on the RFP cover sheet and further described in Sections 1.4, Vision, Mission, Goals, Benefits To Be Realized and Section 4, Statements of Work. The goods and/or services identified in this RFP will be delivered to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract to a Responsible Respondent, and the Agency, in its sole discretion, may extend the Contract for up to the number of annual extensions identified on the RFP cover sheet.

1.2   Definitions

For the purposes of this RFP and the resulting contract, key terms are defined below.

"Additional Unemployment Insurance Claim" means an application for determination of eligibility filed on an established claim that follows a period of employment.

"Administrative Law Judge" (ALJ) means the appeals hearing officer.

"Agency" means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.

"Alternate Base Period" (ABP) is an option for those individuals who could not qualify using the regular base period. ABP consists of the last four completed calendar quarters based on the effective date of the claim.

"Alternative Trade Adjustment Assistance" (ATAA) is a service to a pay wage subsidy to older workers who are covered under a certified trade petition. ATTA was replaced in 2009 with RTAA and not applicable to petitions 7000 and above.

"Americans with Disabilities Act" (ADA) is a civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation, and all public and private places that are open to the general public.

"Appeal" means the right of interested parties to challenge a determination on the basis the determination is not legally correct or has been based on incorrect or incomplete facts. All appeals must be in writing, and must be filed by the specified deadline.

"Automated Clearing House" (ACH) means the electronic clearing and settlement system used for financial transactions by United States commercial banks and other institutions.

"Automatically" means an action performed by the system without manual intervention from staff.

"Available Wages" means wages associated with an individual Claimant that have not been previously used on a claim, sent to another state, or removed from a claim due to a Gross Misconduct decision.

"Average Weekly Wage" (AWW) is commonly used to make decisions regarding pension deduction, vacation/severance deduction and job refusals. AWW is calculated by dividing the highest base period quarter by 13. AWW includes both dollars and cents.

"Base Period" means the four-quarter (one-year) period of time from which the weekly benefit amount and maximum benefit amount is determined. The effective date of the claim determines the base period. The base period remains the same for the duration of the benefit year.

"Benefit Accuracy Measurement" (BAM) The Unemployment Insurance BAM program [formerly Quality Control (QC)] provides the basis for assessing the accuracy of UI payments. It is also a diagnostic tool for the use of Federal and State Workforce Agency (SWA) staff in identifying errors and their causes and in correcting and tracking solutions to these problems.

"Benefit Effective Date" The date the benefit year begins. Unemployment Insurance benefit year always begin on a Sunday. Usually, it is the Sunday of the week in which the Unemployment Insurance claim is filed.

"Benefit Payment Control" (BPC) is federally mandated to protect the Unemployment Insurance Trust Fund by preventing, discouraging, detecting, investigating, and recovering unemployment insurance benefit overpayments. BPC consists of two units, Fraud Investigations and Audit & Recovery.

"Benefit Ratio" means an employer's five-year average annual benefit payment is divided by the employer's five-year average annual taxable payroll. The result is benefits expressed as a percent of taxable payroll or a benefit ratio.

"Benefit Rights Information" means information presented to a Unemployment Insurance Claimant regarding their rights and responsibilities while claiming Unemployment Insurance benefits.

"Benefit Timeliness and Quality" (BTQ) the Department is required to do a quarterly review of 30 nonmonetary determinations on separation issues and 30 nonmonetary determinations on non-separation issues. The selection method and the determinations included in the target population for a Benefit Timeliness and Quality review are determined by Federal guidelines.

"Benefit Year" means the one-year period beginning with the Sunday in which the valid initial claim for Unemployment Insurance benefits is established.

"Business Closing Benefits" whenever an employer at a factory, establishment, or other premises goes out of business at which the individual was last employed and is laid off, the individual's account is credited with one-half, instead of one-third, of the wages for insured work paid to the individual during the individual's base period, which may increase the maximum benefit amount up to 39 times the weekly benefit amount or one-half of the total base period wages, whichever is less.

"Calendar Quarter" means the three-month period beginning with January, April, July and October.

"Cancelled Claim" means the claim has been withdrawn by the Claimant.

"Chargebacks" means charges to an employer's account for tax rate computation purposes that represent benefit payments made to former employees.

"Claimant" means an individual filing a UI claim.

"Continued Unemployment Insurance Claims" The Unemployment Insurance claimant's weekly certification requesting benefits during the UI claim benefit year.

"Contract" means the contract(s) entered into with the successful Respondent(s) as described in Section 6.1.

"Combined Wage Claim" (CWC) mean a claim filed utilizing wage credits earned in two or more states.

"Commercial off the Shelf" (COTS) means software or hardware products that are ready-made and available for sale to the general public.

"Contractor" means the awarded business/person to provide the contractual services agreed upon.

"Covered Employment" means work performed for an employer who is subject to the Iowa Employment Security Law and who pays Unemployment Insurance taxes. Also called **"Insured Employment."**

"Data Validation" Data Validation is a federally mandated quality performance measure. The data validation initiative covers both the accuracy of aggregate reports submitted to ETA on program activity and performance outcomes and the accuracy of individual data elements. The data validation process consists of two parts:

1. Report Validation ensures that aggregate reports are calculated correctly by processing an entire file of participant records into validation counts and comparing the validation counts to those reported by the state or grantee.
2. Data Element Validation ensures that the data elements in participant records used to calculate aggregate reports are accurate by reviewing samples of participant records against source documentation to ensure compliance with Federal definitions.

"Decision" means a ruling made by a Lower or Higher Authority.

"Deliverable" means the completion of a milestone or accomplishment of a task.

"Denied Claims Accuracy" (DCA) is a federally mandated performance measure and is a component of the Benefit Accuracy Measurement program.

"Department Approved Training" (DAT) a program that waives the work search requirements for individuals attending school while receiving benefits.

"Department of Inspections and Appeals" (DIA) the Iowa State Agency conducting administrative hearings/appeal hearings when the Agency is one of the interested parties (e.g. fraud determination, failure to attend a RESEA meeting)

"Dependent" an individual who has been, or could have been, claimed on the income tax return last year or will be claimed on the income tax for the current year. Exceptions:
   • Individuals cannot claim themselves as a dependent on the claim

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• A spouse can be claimed as a dependent only if they earned $120.00 or less in gross wages (excluding self-employment) during the week before the effective date of the Unemployment Insurance claim
• Individuals cannot claim a spouse as a dependent if the spouse has listed the individual as a dependent on a current Unemployment Insurance claim
• Dependents that someone else has claimed on their Unemployment Insurance claim cannot be claimed again until the other person's claim benefit year expires

"Determination" An official decision regarding the unemployment claim.
A non-monetary determination is a decision about any factor that could prevent an individual from receiving unemployment insurance benefits to which he is monetarily eligible (e.g. separation, availability)

A monetary determination is the establishment of eligibility based on gross insured wages earned by the Claimant in the base period. It also reflects the maximum benefit amount, duration, and weekly benefit amount.

All determinations are appealable.

"Determination Date" The date a determination is issued; also, the date an employing unit is determined to be a liable employer.

"Disaster Unemployment Assistance" provides Unemployment Insurance benefits to individuals whose employment or self-employment has been lost or interrupted as a direct result of a major disaster (e.g. flood, tornado) as declared by the President of the United States.

"Emergency Unemployment Compensation" (EUC) is an emergency Federal benefits program administered through voluntary agreements between states and the United States Department of Labor.

"Employer Effective Date" The date an employer must begin reporting wages and paying Unemployment Insurance taxes.

"Employment Appeal Board" (EAB) a higher level appeal authority that reviews determinations made by administrative law judges, on appeal. EAB serves as the final administrative law forum for state and Federal unemployment benefit and is part of Department of Inspections and Appeals.

"Employment and Training Administration" (ETA) is part of the United State Department of Labor and administers Federal unemployment and reemployment programs.

"Experience Rating" is the system by which an employer's tax rate is adjusted according to employment experience; also referred to as merit rating.

"Federal-State Extended Benefits" a high state unemployment rate will trigger an increase in the maximum duration of claimants' benefit periods. Claimants then are entitled to an increase in duration of benefits up to 50 percent of regular benefits, or a maximum of 13 additional weeks. All extended benefits are paid for by employers' taxes. Fifty percent of such benefits are funded through Unemployment Insurance contributions and the other 50 percent through the Federal Unemployment Tax Act tax.

"Federal Employer Identification Number" (FEIN) is a nine-digit unique number assigned by the Internal Revenue Service (IRS) to businesses operating in the United States.

"Federal Unemployment Tax Act" (FUTA) is a United States law that imposes a Federal Employer tax used to fund state workforce agencies. See Internal Revenue Code, Chapter 23, Sections 3301-3311.

"Federal Taxpayer Information" (FTI) means federal or state tax returns, return information, and such other tax-related information as may be protected by State and federal law

"Financial Management Services" (FMS) part of United States Department of Treasury and administers the Treasury Offset Program (TOP).

"Gross Misconduct Decision" If an individual is discharged because of an indictable offense in connection with the individual's employment, the individual will be disqualified for Unemployment Insurance benefits. Wages earned with all employers before the date of the discharge are cancelled and removed from the claim and may not be used for Unemployment Insurance purposes.

"Health Coverage Tax Credit" (HCTC) is a Federal tax credit program administered by the IRS for individuals participating in the Trade Adjustment Assistance (TAA) Program.

"Health Insurance Portability and Accountability Act of 1996" (HIPAA) is United States legislation that provides data privacy and security provisions for safeguarding medical information.

"Initial Unemployment Insurance Claim" An application for a determination of eligibility for benefits which determination sets forth the weekly benefit amount and duration of benefits for a benefit year.

"Information Technology Support Center" (ITSC) ITSC was created by USDOL to promote the development of information technology (IT) enhancements and information-sharing among state unemployment insurance (UI) agencies.

"Internal Revenue Service" (IRS) is the Federal agency within the United States Department of Treasury responsible for administering and enforcing Federal Revenue laws.

"Interstate Connection Network" (ICON) is a secure national telecommunications network to facilitate the transmission of Unemployment Insurance data between State Workforce Agencies, Federal Agencies and Military Branches.

"Interstate Reciprocal Overpayment Recovery Arrangement" (IRORA) is an agreement among states to collect overpayments of unemployment benefits for each other.

"Iowa Centralized Employee Registry" (ICER) is a central registry to which Iowa employers report newly hired and rehired employees, as mandated by Federal and State law.

"Iowa Workforce Development" (IWD) is the Iowa State Agency administering the Unemployment Insurance Program.

"Issue" means an act, circumstance or condition that under State/Federal law has the potential to affect an individual's past, current or future unemployment insurance entitlement or eligibility.

"Lag Quarter" is the calendar quarter immediately preceding the quarter in which the Unemployment Insurance claim is filed.

"Maximum Benefit Amount" (MBA) is the maximum amount of benefits an individual may receive during a benefit year (or duration of benefits).

"National Change of Address" (NCOA) is a secure dataset of permanent change-of-address records and is maintained by the United States Postal Service.

"National Directory of New Hires" (NDNH) is a comprehensive source of unemployment insurance, wage and new hires data for the United States NDNH State Directories of New Hires, State Workforce Agencies and Federal Agencies provide information to the NDNH.

"Next Succeeding Employer" is an employer who hires a person who has voluntarily quit or who has been discharged from the prior employment for misconduct.

"North American Industry Classification System" (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the United States business economy.

"Notice of Claim" is a form sent to the Claimant's most recent employer and all base period employers when the initial claim for benefits is established. The Notice contains the separation reason, employer's potential charges for the claim, and other relevant claimant and claim data. The Notice is comparable to the employer notification via SIDES.

This form is also sent to the last employer each time an additional claim is filed.

The form offers employers the chance to select the employment status of the Claimant and whether the individual received or will be receiving vacation, severance, dismissal pay, separation allowance, wages in lieu of notice, or holiday pay, the employer should report the type of payment, amount of payment, and the dates to which it is to be applied.

"Optical Character Recognition" (OCR) means the identification of printed characters using photoelectric devices and computer software.

"Optical Mark Recognition" (OMR) means the technology of electronically extracting intended data from marked fields, such as checkboxes and fill-infields, on printed forms.

"Paid Claims Accuracy" (PCA) is a federally mandated performance measure and is a component of the Benefit Accuracy Measurement program.

"Part-time Employee" is an individual who works less than a specified number of hours during a standard work week.

"Predecessor Employer" is an employer who has sold or otherwise transferred the business to another.

"Proposal" means the Respondent's proposal submitted in response to the RFP.

"Protest Period" each time the Claimant establishes a new benefit year, or re-activates their existing benefit year, the claim is placed in a 10-day protest period, during which no weeks of benefits are issued for payment. After the ten-day protest period expires, if there are no outstanding issues, benefit payments are issued for the weekly claims that were filed. If the tenth day falls on a weekend or a holiday, the tenth day becomes the next business day.

"Questionable Employment Tax Practices" (QETP) is a nationwide program, a collaboration between the Internal Revenue Service and United States Department of Labor, seeking to identify employment tax schemes and illegal practices and increase voluntary compliance with employment tax rules and regulations by sharing audit and tax data and providing outreach and educational materials.

"Rate Computation Date" is the date established by law for the computation of experience rates (July 1 of each year).

"Reemployment Services and Eligibility Assessment" (RESEA) is a Federal-State Unemployment Insurance program established under Workforce Investment Act (WIOA) that provides reemployment assistance to eligible Unemployment Insurance Claimants. It includes Trade Readjustment Allowances, job search allowances, relocation allowances and other reemployment services.

"Reemployment Trade Adjustment Assistance" (RTAA) is a service for trade-impacted workers covered under a certified petition that pays a wage subsidy to older workers (age 50 or older) who accept new employment at a lower wage, but earn $55,000 or less annually in their new employment.

"Respondent" means the company, organization or other business entity submitting a proposal in response to this RFP.

"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 goods or services requested, the Respondent's integrity and reliability, the past performance of the Respondent and the best interest of the Agency and the State.

"Responsive Proposal" means a Proposal that complies with the material provisions of this RFP.

"RFP" means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

"Respondent" means the company, organization or other business entity submitting a proposal in response to this RFP.

"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 goods or services requested, the Respondent's integrity and reliability, the past performance of the Respondent and the best interest of the Agency and the State.

"Responsive Proposal" means a Proposal that complies with the material provisions of this RFP.

"Reopen Claim" is an application for determination of eligibility filed on an established claim which does not follow a period of employment.

"Service Level Agreement" is a provision of a service contract in which the level of service is formally defined.

"Social Security Number" (SSN) means a number in the format 000-00-0000, unique for each individual, used to track Social Security benefits and for other identification purposes

"Software as a Service" (SaaS) means a method of software delivery and licensing in which software is accessed online via a subscription, rather than bought and installed on individual computers.

"State" means the State of Iowa, the Agency, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

"State Information Data Exchange System" (SIDES) is used to electronically exchange a variety of claim information, including separation information and earnings verification data, between state Unemployment Insurance agencies and Employers or third party administrators.

"State Unemployment Tax Act" (SUTA) means a form of payroll tax that all states require employers to pay for their employees.

"State Unemployment Tax Act Dumping Detection Software" (SDDS) is an Information Technology Support Center automated system designed to help states detect employers who may be engaged in State Unemployment Tax Act Dumping.

"Stay Pay" is when an employer pays a specified sum to an employee after a layoff has been announced. This is not deductible from benefits.

"Subject Matter Expert" (SME) means an individual with a deep understanding of a particular process, function, technology, machine, material or type of equipment.

"Systematic Alien Verification of Entitlement" (SAVE) is an inter-governmental initiative designed to aid benefit-granting agencies in determining an applicant's immigration status, and thereby ensure that only entitled applicants receive Federal, state, or local public benefits and licenses. The Program is an information service for benefit-issuing agencies (including unemployment benefits), institutions, licensing bureaus, and other governmental entities.

"Trade Adjustment Assistance" (TAA) is the entire Program, and Trade Readjustment Allowance (TRA) is a benefit under that program that also includes training, subsistence, relocation, etc.

"Taxable Wages" is the portion of wages on which Unemployment Insurance tax is paid. (An employer pays Unemployment Insurance tax on the first $28,300.00 in 2016 for wages paid to each insured employee, and $29,300 in 2017.)

"Terms and Conditions" means the Terms and Conditions attached hereto.

"Training Extension Benefits Program" (TEB) offers continued eligibility for Unemployment Insurance benefits while an individual is pursuing college or a training program for entry into a high-demand or high-technology occupation. TEB may add up to 26 extra weeks of benefits to the Unemployment Insurance claim.

"Treasury Offset Program" (TOP) is a centralized offset program to collect delinquent debts owed to Federal agencies and states.

"Unemployment Insurance" (UI) is a joint state and federal program that provides unemployment benefits to eligible workers who become unemployed through no fault of their own, who meet certain other eligibility requirements.

"Workflow" refers to the order in which a user completes a series of steps to execute a business process from beginning to end.

1.3   Overview of the RFP Process

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. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Respondent should review Exhibit 2, Form 22 Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked "Confidential" or "Proprietary" on every page may be disqualified.

Respondents will be required to submit their Proposals in hardcopy and on digital media (e.g. CD, USB drive, etc.). It is the Agency's intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

1.4   Background Information

1.4.1   Introduction

Who We Are

Iowa Workforce Development (IWD) is the State of Iowa Agency that administers the Unemployment (UI) Insurance Program for the State of Iowa. Within IWD, among other activities, the UI Division consists of five functional areas which are Benefits, Appeals, Tax, Fraud, and Integrity.

What We Do

IWD works with claimants, employers, Federal and State Agencies on an inter-state and intra-state basis to manage and execute the UI Program with a level of quality, accuracy, and consistency that meets and/or exceeds the United States Department of Labor and State of Iowa standards. Please refer to Exhibit 17 for the current United States Department of Labor Unemployment Insurance Core Performance Measures.

Operations

IWD plays a vital role in ensuring the UI Program is consistently, accurately, and successfully orchestrated amongst **1)** the functional areas within IWD, **2)** other State of Iowa Agencies, **3)** State Unemployment Insurance Agencies outside of Iowa, and **4)** the Federal Government. Currently, there are multiple workflow processes and systems within each functional area, comprising of approximately 450 employees, to deliver the UI Program to claimants and employers. IWD Division 2018 statistics show the following:

UI Benefits 2018

Initial Claims Filed
- 164,949 Initial Claims Filed
- 95.07% Filed Online
- 43.81% Filed from a Mobile Device

Weekly Claims Filed
- 1,135,955 Weekly Claims Filed
- 99.81% Filed Online
- 62.75% Filed from a Mobile Device

Claimant Customer Service Phone Calls
- 268,844 Phone Calls Received

UI Tax Bureau 2018
- 140 Cases Set for Appeal

UI Integrity 2018
- 100 Cases Set for Investigation
- 3,692 Cases Investigated
- $6,562,393.07 of Overpayments Established

UI Appeals 2018

Total Appeals Hearings
- 12,869 Total Appeals Hearings
- 9,509 Claimant Appeals
- 3,360 Employer Appeals

Appeals Customer Service Phone Calls
- 17,327 Phone Calls Received

Due to the expansive and highly integrated nature of the UI Program nationally and within the State, there are many Federal and State Agencies that are involved, affected, and communicated with daily. As a result of these multiple processes and interdependencies, IWD operates to ensure a well-orchestrated, successful program.

1.4.2   IWD UI Modernization: Vision, Mission, Goals, and Benefits To Be Realized
IWD UI Modernization Vision
The specific UI Modernization vision of IWD is to improve and modernize both external and internal user experiences by fully implementing a sustainable Commercial Off-The-Shelf (COTS), integrated technology solution that delivers an enhanced set of public-facing self-service functions for UI claimants and employers while simultaneously delivering workflow enhancements to all UI functional business units.

IWD UI Modernization Mission
The specific UI Modernization mission of IWD is to successfully achieve the vision through a recently approved UI Modernization Project, this RFP, and a strategic relationship with a Responsible Respondent, working seamlessly together, to achieve the vision's specified requirements as identified this RFP.

IWD UI Modernization Goals To Be Met
The state's primary project goals are **1)** to improve UI program services to Iowa's employers and claimants**, 2)** reduce manual efforts and inefficiencies, **3)** increase Federal and State

compliance, and **4)** upgrade antiquated technologies through modernization of the State's UI automation of applications, related processes, and business functions.

It is the expectation that this solution will improve UI program services by delivering effective, robust, interactive, timely and complete services tailored to meet customer needs.

IWD UI Modernization Benefits To Be Realized

1. **To improve UI program services to Iowa's employers and claimants:**
   - Provide a comprehensive set of public-facing self-service functions for UI claimants and employers
   - Reduce claimant incoming phone calls by 25% via access to more online self-service tools such as details of claim status and password resets
   - Allow customers to leverage mobile-responsive platforms

2. **To reduce manual efforts and inefficiencies:**
   - Automate 80% of manual processes unless exception handling has been specified to achieve the benefit realization of moving to a COTS solution with minimal customization
   - Provide significant reduction in printed Fact Finding documents via online system
   - Reduce volume of paper and related risks (e.g. data leaks, lost documents)
   - Align crossover and achieve handoff functions via Benefits and Tax system integration
   - Transition to real time interface updates where immediate results are necessary and support process efficiency gains
   - Provide self-service reporting for IWD staff
   - Provide automated workflow capabilities

3. **To increase Federal and State compliance:**
   - Enable tracking of quality metrics for evaluation of operational efficiencies
   - Improve DOL QTQ score for Quality (Please refer to Exhibit 17)
   - Meet DOL requirement of 87% for claims paid within 21-day timeline
   - Improve data accuracy through real time validation processes
   - Increase collection efforts through real time information
   - Improve adherence to improper payment rate target (<10%) via system generated calculations
   - Meet Personally Identifiable Information (PII) security standards
   - Maintain interface requirements per Federal and State requirements (e.g. SIDES, ICON, SSA, SAVE)
   - Standardize data model elements for Federal and State Reporting requirements
   - Provide a proven, accurate and effective approach to legacy data migration
   - Increase detection of potential and actual claimant overpayments

4. **To upgrade antiquated technologies through modernization of the State's UI systems, processes and business functions:**
   - Migrate all applicable applications from the IBM Mainframe base system to an integrated solution that supports all aspects of UI Benefits, Appeals, Integrity, Fraud, and Tax requirements through a hosted COTS solution and related integrations

- Implement a standards-based single sign-on point
- Enhance Fraud detection and monitoring capabilities through tools such as identity verification
- Provide a hosted SaaS cloud solution in line with industry standards, reducing risk and IT overhead
- Maximize utilization of a COTS system that is easily configurable and customizable, as necessary, to meet State and Federal regulatory requirements
- Maximize utilization of a COTS that scales quickly to meet peak demands during busy periods
- Deliver Disaster Recovery capability offering data and system backup in the event of a natural or man-made disaster
- Provide real-time data availability to enable information for performance measurement, workflow analysis and resource management
- Generate system reporting that includes system performance

1.5 Concurrent Projects

The State of Iowa and IWD have new and ongoing technology initiatives and projects that may impact the work described within this RFP. Listed below are the initiatives and projects most likely to impact this work.

1. The State of Iowa will be implementing a state-wide SaaS Enterprise Resource Planning (ERP) management system replacing the finance and HR systems currently hosted on the mainframe. Projected go-live date is January 2022. Anticipated impact on this scope of work include:
   - ERP will become the single finance and HR record for all state employees. The proposed UI system may need to integrate or interface with the ERP system for claimant or employer data.
2. IWD will be implementing a SaaS cloud-hosted data warehouse for UI data storage. Projected go-live date is June 2020. Anticipated impact on this scope of work include:
   - Data warehouse will become the final destination for all, or a majority of, the UI Benefits data collected, managed, and determined within the proposed UI Benefits solution.

1.6 State Project Resources

The State and IWD are committed to ensuring a successful UI modernization project. The following sections describe the roles and responsibilities of State-assigned resources committed to the project. The State's Project Resources include the State's Project Manager and representatives.

Project Executive Sponsor

Project activities are conducted and carried out under the authority of the Director's Office. The Project Executive Sponsor guides funding and delineates strategic business direction.

Other Project Executive Sponsor responsibilities include:
- Authorizes and concludes project related pursuits
- As necessary, resolves high-level issues when other agencies are involved
- Serves as the main point-of-contact with the Legislature
- Guides overall strategic business scope and direction
- Ensures and facilitates continuity of project funding
- Meets periodically with project leadership to receive project status and progress information

Project Champion

The Project Champion, a senior leader of IWD, is the primary internal advocate and enthusiast for the project. The Project Champion has significant interest in seeing that the project accomplishes the Agency's business and operational objectives. The Project Champion ensures that the program and end-user functional issues are resolved in a timely manner.

With delegated authority from the Project Executive Sponsor, the Project Champion:
- Identifies and resolves user community resource obstacles and barriers
- Provides functional guidance and direction to the project manager and project team
- Answers unresolved functional questions and/or obtains appropriate resources to do so
- Reconciles incompatible business requirements
- Unites project participants behind project decisions and direction

Project Manager

The State Project Manager coordinates project tasks and associated activities of the teams, individuals and organizations involved in the project. The State Project Manager provides daily direction and oversight to State project resources, coordinates contractor activities, and holds Vendor accountable to Contract Terms & Conditions as well as the Project Statement of Work execution.

More specifically the Project Manager:
- Provides general project planning, resource management, schedule management, budget management and project monitoring and control
- Resolves project problems and conflicts and escalates issues as needed
- Serves as the primary project point-of-contact to the Project Executive Sponsor and Champion
- Serves as the primary contact with the Vendor's project management team to ensure the operating model is being adhered to as agreed upon by all Parties
- Serves as the primary contact for other State resources involved with the project
- Receives, reviews, approves and documents project status information from other project participants
- Coordinates project deliverable and work product review and approval and sets priorities when choices of alternatives are required
- Reports project status information to the Project Executive Sponsor, Project Champion, project team members and stakeholders

State Project Team

The State Project Team consists of specific IWD project personnel and other permanently or temporarily assigned State resources. These project team members provide core business and technical information and skills required for the project. Additionally, the State Project Team provides knowledge, input and review for project deliverables and work products.

The successful vendor will be expected to work closely with the State project staff assigned to the project. Please refer to Section 4 and Exhibit 11 for Vendor Management Requirements. State Project Team staff will be available to attend meetings and interviews, and assist in reviewing UI functions, requirements and test criteria. State Project Team staff will be assigned to the project on an as-needed basis, as determined by project and technical management to represent the various functional and technical areas. State Project Team staff will report to the State project manager who will coordinate project activities with the successful vendor.

State Project Team members include:

Unemployment Insurance Staff – Unemployment Insurance staff members are assigned to the project and fill the role of Business Leads, Subject Matter Experts (SMEs) and Team members for the different UI business programs and areas. These individuals ensure that the project meets the program and business processing needs of each business unit. Program members provide input and resources to help define and test the user-interface, UI processing rules and functional training and documentation when necessary.

Business Analysts, Technical Leads, and Team Members – IWD technical IT members using technical knowledge and skill in specific disciplines including database management, web design, interfacing, data conversion, extract development and business rules knowledge to participate on the project, to help meet technical system requirements.

Other State Resources – Other State Agency personnel will be involved with the project to leverage their capability and expertise through consultation or partnership. These include, but are not limited to, technical resources from IWD to ensure compliance with State security requirements, potential infrastructure support for the production system and Wide Area Network support, Communications team member to ensure web content placement (e.g. logos, headers, footers, etc.) and document formatting expectations align with State standards.

1.7   Summary Scope of Work

The Scope of Work of this RFP, to be included in the Technical Proposal, is broken into two main parts, Mandatory and Scored Requirements. The specifics of each main part is detailed in Section 4. The Responsible Respondent shall provide a detailed response of their ability to meet these requirements, outlined below.

1.   **Mandatory Requirements (defined in Exhibit 7)**
2.   **Scored Requirements**
   - **Functional Requirements (defined in Exhibit 8)**
      o   **Benefits/Claims**
      o   **Integrity**
      o   **Appeals**
      o   **Tax**
      o   **Integration**
   - **System Requirements (defined in Exhibit 9)**
      o   **Application**
      o   **Security**
      o   **Disaster Recovery**
      o   **Data Management, Conversion, Migration**
      o   **Performance, Availability, Scalability**
      o   **Hosting**
   - **General Requirements (defined in Exhibit 10)**
      o   **Testing**
      o   **System Acceptance**
      o   **Training**
      o   **Department of Labor, State Compliance**
      o   **Implementation, Maintenance, Support**
   - **Vendor Requirements (defined in Exhibit 11)**

SECTION 2	ADMINISTRATIVE INFORMATION

2.1 **Issuing Officer**

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

2.2 **Restriction on Communication**

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued the Responsible 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 should be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Responsible Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Responsible 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.

2.3 **Downloading the RFP from the Internet**

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

2.4 **Procurement Timetable**

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

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

Responsible Respondents are invited to submit written questions and requests for clarifications regarding the RFP in a Microsoft Excel spreadsheet format consumable by the State and ordered in a manner that explicitly traces to specific RFP line items. Responsible Respondents may also submit suggestions for changes to the requirements of this RFP with supporting information that explains reasoning for suggested changes. The questions, requests for clarifications, or suggestions should be in writing and received by the Issuing Officer before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Responsible Respondent shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions which will be received from Responsible 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.

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

2.6   **Pre-Proposal Conference**

An optional and highly recommended pre-proposal web conference will be held on August 28, 2019, 10:00 A.M. CST in conjunction with this RFP. The purpose of the pre-proposal conference is to discuss with prospective Responsible Respondents the following: 1) answers/clarifications to pre-proposal written questions only as received by the State's Issuing Officer; and 2) work to be performed. Please note the State's objective is to address written questions upfront within the specified timeline as outlined on the front COVER PAGE of this 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 posted in the form of an addendum at: https://bidopportunities.iowa.gov/.

2.7   **Amendment to the RFP**

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

2.8   **Amendment and Withdrawal of Proposal**

The Responsible 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 Responsible Respondent and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Responsible Respondents must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

2.9   **Submission of Proposals**

The Agency must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Proposals Due" date listed on the RFP cover sheet. **This is a mandatory requirement and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Responsible Respondent.** Responsible Respondents mailing Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Responsible 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.

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

2.10   **Proposal Opening**

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

2.11   Costs of Preparing the Proposal

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

2.12   No Commitment to Contract

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

2.13   Rejection of Proposals

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

- The Respondent fails to deliver the Cost Proposal in a separate envelope.
- The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- The Respondent's Proposal limits the rights of the Agency.
- The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 4 of the RFP.
- The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- The Respondent fails to include proposal security, if required.
- The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 4 of this RFP.
- The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- The Respondent provides misleading or inaccurate responses.
- The Respondent's Proposal is materially unbalanced. A Proposal in which line item prices are structured so that it is possible that the Respondent who appears to be low will not end up having the lowest overall cost to the State, due to high prices on particular line items.
- 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.
- The Respondent alters the language in Exhibit 3, Certification Letter or Exhibit 4, Authorization to Release Information letter.
- The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

2.14   Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to: minor failures to comply that do not affect overall responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Responsible Respondents, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the requirements of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Responsible Respondent from full compliance with RFP requirements or other Contract requirements

if the Responsible Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.15   Reference Checks

The Agency reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Responsible Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal. See Exhibit 11.

2.16   Information from Other Sources

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

2.17   Verification of Proposal Contents

The content of a Proposal submitted by a Responsible 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.

2.18   Proposal Clarification Process

The Agency reserves the right to contact a Responsible 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 Responsible Respondent has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Responsible Respondent's Proposal. The Agency will not consider information received from or through Responsible Respondent if the information materially alters the content of the Proposal or the type of goods and/or services the Responsible Respondent is offering to the Agency. An individual authorized to legally bind the Responsible 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.

2.19   Disposition of Proposals

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

2.20   Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code chapter 22. Responsible Respondents are encouraged to familiarize themselves with Chapter 22 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 submitted by a Responsible Respondent as non-confidential records unless Responsible Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.20.1   Form 22 Request for Confidentiality

FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONSIBLE 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. <u>FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL CONSIDERED NON-RESPONSIVE AND NOT EVALUATED.</u>

2.20.2   Confidential Treatment Is Not Requested
A Responsible Respondent not requesting confidential treatment of information contained in its Proposal shall complete Section I of Form 22 and submit Form 22 with the Proposal.

2.20.3   Confidential Treatment of Information is Requested
A Responsible Respondent requesting confidential treatment of specific information shall: (1) fully complete Section II of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Contractor believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a "Public Copy" from which the confidential information has been excised.
Form 22 will not be considered fully complete unless, for each confidentiality request, the Responsible Respondent: (1) enumerates the specific grounds in Iowa Code chapter 22 or other applicable law that supports treatment of the material as confidential, (2) justifies why the material should be maintained in confidence, (3) explains why disclosure of the material would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Responsible Respondent to respond to inquiries by the Agency concerning the confidential status of such material.

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

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

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

information or material with or without providing advance notice to Responsible Respondent and with or without affording Responsible Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

2.21   Copyright Permission

By submitting a Proposal, the Responsible 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 Responsible 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.

2.22   Release of Claims

By submitting a Proposal, the Responsible 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, negligent or otherwise, to provide the Responsible Respondent with pertinent or accurate information in this RFP, or for any failure to provide information that any Respondent might consider relevant for purposes of making a decision to submit a Proposal or to enter into any Contract resulting from this RFP.

2.23   Contractor Presentations/Demonstrations

The Evaluation Committee may select potential Responsible Respondents to make a presentation and/or demonstration. Selected Respondents will be required to comply with the State's requirements for presentations/demonstrations. When the State calls upon the Respondent to demonstrate their system, the expectation is the State will be able to see a working demo of the Respondent's system and working API's (e.g. SoapUI). The State will also expect a Responsible Respondent to authorize an Audio/Visual Recording Consent Agreement prior to any presentation or demonstration, stating they agree to audio and visual recording of the entirety of their presentation to IWD.

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

2.24   Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed 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 Responsible Respondent offering the lowest cost. Instead, the Agency will award the Contract to the Responsible Respondent whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State. Best value is determined by responses from the Technical Proposal and Cost Proposal.

2.25   Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Responsible 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 Responsible Respondent fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Responsible Respondent the Agency believes will provide the best value to the State.

2.26 No Contract Rights until Execution
No Responsible Respondent shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Responsible Respondent and the Agency.

2.27 Choice of Law and Forum
This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Responsible Respondents are responsible for determining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum. However, if jurisdiction is not roper in the Iowa District Court for Polk County, but is proper only in United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. Please refer to Paragraph 12.7 of the State of Iowa Software as Service, Choice of Law and Forum.

2.28 Preference
By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa. Preference application: tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 117.12(4).

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

2.30 No Minimum Guaranteed
The Agency does not guarantee any minimum level of purchases under the Contract.

2.31 Appeals
A Respondent whose proposal has been timely filed and who is aggrieved by the award of the department may appeal the decision by filing a written notice of appeal (in accordance Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five days of the date of the Intent to Award notice issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Responsible Respondent.

SECTION 3	FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions prescribe the format, content and how we want you to submit your Proposal. The format and content instructions are designed to facilitate a uniform review process. Failure to adhere to the Proposal format and content instructions may result in the rejection of your Proposal.

3.1.1 The Form and Content of the Proposal Response *must be* in two distinct parts which are 1) the **Technical Proposal** and 2) the **Cost Proposal**. The two proposals *must be* submitted in two separate sealed envelopes. The content order for the Technical and Cost Proposals is identified in the chart below.

TECHNICAL PROPOSAL REQUIREMENTS

Introduction	
Exhibit 1	Letter of Transmittal
Exhibit 2	Requirements for Confidentiality (Form 22)
Exhibit 3	Certification Letter
Exhibit 4	Authorization to Release Information
Exhibit 5	Termination, Litigation, and Debarment
Exhibit 6	Executive Summary
Mandatory Requirements	
Exhibit 7	Mandatory Requirements
Scored Requirements	
Exhibit 8	Scored Functional Requirements
Exhibit 8B	Scored Interfaces
Exhibit 9	Scored System Requirements
Exhibit 10	Scored General Requirements
Exhibit 11	Scored Vendor Requirements
Acceptance Requirements	
Exhibit 12	Acceptance/Exceptions of Terms and Conditions
Exhibit 13	State of Iowa Software as a Service Agreement
Additional Information as Necessary	
Exhibit 14	Addendums to RFP as Issued
Exhibit 15	Optional Services

COST PROPOSAL REQUIREMENTS

Scored Requirement	
Exhibit 16	Cost Proposal

INFORMATIONAL ONLY

Informational Only	
Exhibit 17	DOL UI Core Performance Measures
Exhibit 18	Vendor Checklist

All proposals shall be typewritten on 8.5" x 11" paper, include numbered pages, and sent in two separate sealed envelopes.

3.1.2 The Technical Proposal and the Cost Proposal shall be labeled as such and **placed in separate sealed envelopes**. The envelopes shall be labeled with the following information and delivered to the address specified on or before the due date and time.

Technical Proposal	**Cost Proposal**
Number: 1420309004	Number: 1420309004
Title: IWD UI Modernization Project	Title: IWD UI Modernization Project
Technical Proposal	Cost Proposal
Kelli Sizenbach	Kelli Sizenbach
Iowa Department of Administrative Services	Iowa Department of Administrative Services
Hoover State Office Building, Level 3	Hoover State Office Building, Level 3
1305 East Walnut Street	1305 East Walnut Street
Des Moines, IA 50319-0105	Des Moines, IA 50319-0105

3.1.3 1 Original, 1 Digital, & 5 Copies of the **Technical Proposal** shall be timely submitted to the Issuing Officer above in a sealed envelope. 1 Original, 1 Digital, & 5 Copies of the **Cost Proposal** shall be timely submitted to the Issuing Officer above in a separate sealed envelope.

3.1.4 If the Responsible Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Contractor shall also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".

3.1.5 Proposals shall not contain promotional or display materials**.**

3.1.6 Exhibits/Attachments should be referenced in the Proposal.

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

3.2 **Technical Proposal**

Any information provided in the Technical Proposal is subject to consideration for evaluation and scoring. The following documents and responses shall be included in the Technical Proposal in the order given below.

Exhibit 1 Letter of Transmittal

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. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.20. The Respondent shall sign and submit with the Proposal the document included as Exhibit 2, Form 22 – Request for Confidentiality.

Exhibit 2 Requirements for Confidentiality (Form 22)

Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.20. The Respondent shall sign and submit with the Proposal the document included as Exhibit 2, Form 22 – Request for Confidentiality.

Exhibit 3 Certification Letter

The Respondent shall sign and submit with the Proposal, the document included as Exhibit 3 (Certification Letter) in which the Respondent shall make the certifications shown in the letter.

Exhibit 4 Authorization to Release Information
The Respondent shall sign and submit with the Proposal the document included as Exhibit 4 (Authorization to Release Information Letter) in which the Respondent authorizes the release of information to the Agency.

Exhibit 5 Termination, Litigation, and Debarment
The Respondent shall provide the following information for the past five (5) years:
- Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.
- A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
- Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities. Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Respondent. Respondent shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Contractor, following execution of the Contract.

Exhibit 6 Executive Summary
The Responsible Respondent shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:
- Statements that demonstrate that the Respondent has read and understands the Terms and Conditions of the entire RFP including all Acceptance Requirements (Exhibit 12) and Contractual Terms and Conditions (Section 6). Any exceptions to these Terms and Conditions shall be submitted on Exhibit 12 (Acceptance/Exceptions).
- An overview of the Responsible Respondent's plans for complying with the functional, system, general, and vendor requirements of this RFP.
- Any other summary information the Respondent deems to be pertinent.

Exhibit 7 Mandatory Requirements
The Responsible Respondent must provide the goods and/or services to the State in accordance with the **Mandatory Requirements** as provided in Section 4 and on Exhibit 7. All items listed in Exhibit 7 *are Mandatory Requirements.* Please insert "**Yes**" or "**No**" in the blank provided at the beginning of each requirement.
- The Responsible Respondent shall address each requirement in Exhibit 7 and indicate whether or not it will comply with the requirement. Proposals shall address each requirement. Merely repeating the requirement may be considered non-responsive and may disqualify the Respondent.
- Responsible Respondent shall indicate either "yes" or "no" to each requirement in their Proposals and provide an explanation as to how the requirement is met.

- By indicating "yes," a Responsible Respondent agrees that it shall comply with that requirement throughout the full term of the Contract, if the Respondent is successful.
- If the context requires more than a yes or no answer or the section specifically indicates, a Responsible Respondent shall explain how it will comply with the requirement.
- If indicated by the requirements or if the context otherwise requires, the Responsible Respondent shall provide references and/or supportive materials to verify the Respondent's compliance with the requirement, such as an onsite interview and/or product demonstration.
- Proposals shall identify any deviations from the mandatory requirements of this RFP or requirements the Respondent cannot satisfy. If the Responsible Respondent deviates from or cannot satisfy the Mandatory Requirements of this section, the Agency may reject the Proposal.

The Agency shall have the right to determine whether the supportive information and materials submitted by the Responsible Respondent demonstrate that the Respondent will be able to comply with the **Mandatory Requirements**. If the Agency determines the responses and supportive materials do not demonstrate the Responsible Respondent will be able to comply with the Mandatory Requirements, the Agency may reject the Proposal.

Exhibit 8 Scored Functional Requirements
The Responsible Respondent shall provide a detailed response of ability to meet Functional Requirements set forth in Exhibit 8. Respondents shall utilize the excel spreadsheet format and submit Exhibit 8 with their response to each item and all related supporting details.

Exhibit 8B Interfaces
The Responsible Respondent shall provide a detailed response of ability to provide the Interfaces set forth in Exhibit 8B. Respondents shall utilize the excel spreadsheet format and submit Exhibit 8B with their response to each item and all related supporting details.

Exhibit 9 Scored System Requirements
The Responsible Respondent shall provide a detailed response of ability to meet System Requirements set forth in Exhibit 9. Responsible Respondent shall utilize the excel spreadsheet format and submit Exhibit 9 with their response to each item and all related supporting details.

Exhibit 10 Scored General Requirements
The Responsible Respondent shall provide a detailed response of their ability to meet General Requirements set forth in Exhibit 10. Respondents shall utilize the excel spreadsheet format and submit Exhibit 10 with their response to each item and all related supporting details.

Exhibit 11 Scored Vendor Management Requirements
The Responsible Respondent shall provide a detailed response of their ability to meet General Requirements set forth in Exhibit 11. Respondents shall utilize the excel spreadsheet format and submit Exhibit 11 with their response to each item and all related supporting details.

Exhibit 12 Acceptance/Exceptions to Terms and Conditions
If the Respondent takes exception to a provision, it should be identified 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 Responsible Respondent's exceptions or responses materially alter the RFP, or if the Responsible 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.

Exhibit 13 State of Iowa Software as a Service Agreement
By submitting a Proposal, Responsible Respondent acknowledges its acceptance of the Terms and Conditions of the RFP and the State of Iowa Software as a Service and Professional Services Agreement, Terms and Conditions without change except as otherwise expressly stated in its Proposal.

Exhibit 14 Addendums to RFP as Issued
Should the Agency post an addendum to this RFP, Respondents shall provide signed copies of posted RFP addendums that are to be included in the Response as it will possibly be posted after Responses are delivered.

Exhibit 15 Optional Services
The Responsible Respondent may choose to provide a response of their ability to provide additional optional services as set forth in Exhibit 15.

Exhibit 16 Cost Proposal
The Responsible Respondent shall provide its Firm Cost Proposal in a separately sealed envelope for the proposed goods and/or services. All prices are quoted pursuant to the Terms and Conditions of this RFP. Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars for the proposed services.   Cost Proposals shall utilize: Exhibit 16-Cost Proposal. Best value is determined by responses from the Technical Proposal and Cost Proposal.

3.3   Cost Proposal
The Respondent shall provide its Cost Proposal in a separately sealed envelope for the proposed goods and/or services as directed in Exhibit 16. All prices are quoted pursuant to the Terms and Conditions of this RFP. Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars for the proposed services, based on Net 60 Days Payment Terms. Include any escalation expected over the seven possible annual extensions. Price adjustments may be considered once per year, one month prior to the contract annual start month upon request. Price increase shall not exceed 3%. The Cost Proposal template is provided in Exhibit 16. Please provide any supporting narrative for the Cost Proposal in an attachment with this section.

4.1 **Introduction**

IWD recently approved a UI Modernization Project in support of its strategic plan to migrate from an IBM Mainframe-based system to an integrated UI solution that supports all aspects of UI Benefits, Appeals, Integrity, Fraud and Tax administration through a hosted COTS solution.

The State's primary project goals are to 1) improve UI program services to Iowa's employers and claimants, 2) reduce manual efforts and inefficiencies, 3) increase Federal and State compliance, and 4) upgrade antiquated technologies through modernization of the State's UI systems, processes and business functions.

It is the expectation that this solution will improve UI program services by delivering effective, robust, interactive, timely and complete services tailored to meet customer needs.

4.2 **Response**

The Responsible Respondent shall demonstrate a thorough and cohesive understanding of the project requirements and the overall project solution. The Responsible Respondent shall provide a detailed response of their ability to meet the requirements as set forth in Section 4.3 and respective exhibits.

4.2.1 **Mandatory Requirements**

When responding to the Mandatory Requirements in Exhibit 7, please provide a response to the "Requirement Met" column by identifying whether the requirement will be met by entering a "**Yes**" or "**No**". Each requirement shall be addressed with a response.

Supporting comments may be provided for each requirement in the "Details" column.

Supporting documentation may be provided for each requirement as an attachment to the Proposal.

4.2.2 **Scored Requirements**

When responding to the Scored Requirements in Exhibits 8, 8B, 9 and 10, please provide a response as described below.

When responding to the "Requirement Met" column, please identify how the Requirement will be met by entering one of the options below.
- "**S**" (Standard): The Solution supports the requirement without any configuration or programming changes
- "**M**" (Modification): The Solution will be modified to meet the requirement
- "**3P**" (Third Party): The Solution supports the requirement by adding a 3rd party product to meet some/all of the requirement

If the Solution will not meet the requirement, enter "**No**".

When responding to the "User Configurable" column, please identify whether the requirement is configurable by non-technical staff by entering a "**Yes**" or "**No**". This response should be provided independently from the "Requirement Met" response.

Supporting comments may be provided for each requirement in the "Details" column.

Supporting documentation may be provided for each requirement as an attachment to the Proposal.

When responding to the Scored Requirements in Exhibit 11, please provide a written detailed response to each requirement.

For all of the requirements in Section 4, Exhibits 7, 8, 8B, 9, 10 and 11, understand that merely repeating the requirements may be considered non-responsive and may disqualify the Respondent. Proposals shall identify any deviations from the requirements of this RFP or requirements the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the guidance for this section, the Agency may elect to reject the Proposal from further consideration.

4.3   Requirements
1.   Mandatory Requirements (defined in Exhibit 7)
2.   Scored Requirements
- Functional Requirements (defined in Exhibit 8)
    - Benefits/Claims
    - Integrity
    - Appeals
    - Tax
    - Integration
- System Requirements (defined in Exhibit 9)
    - Application
    - Security
    - Disaster Recovery
    - Data Management, Conversion, Migration
    - Performance, Availability, Scalability
    - Hosting
- General Requirements (defined in Exhibit 10)
    - Testing
    - System Acceptance
    - Training
    - Department of Labor, State Compliance
    - Implementation, Maintenance, Support
- Vendor Requirements (defined in Exhibit 11)

4.3.1   Mandatory Requirements (defined in Exhibit 7)
The Responsible Respondent shall provide the goods and/or services to the State in accordance with the **Mandatory Requirements** as provided on Exhibit 7.   All items listed in Exhibit 7 *are Mandatory Requirements.*

4.3.2   Scored Functional Requirements (defined in Exhibit 8)
The Responsible Respondent shall provide the goods and/or services to the State in accordance with the **Scored Functional Requirements** as provided on Exhibit 8.   All items listed in Exhibit 8 *are Scored Functional Requirements.*

4.3.3   Scored System Requirements (defined in Exhibit 9)
The Responsible Respondent shall provide the goods and/or services to the State in accordance with the **Scored System Requirements** as provided on Exhibit 9.   All items listed in Exhibit 9 *are Scored System Requirements.*

4.3.4   Scored General Requirements (defined in Exhibit 10)
The Responsible Respondent shall provide the goods and/or services to the State in accordance with the **Scored System Requirements** as provided on Exhibit 10.   All items listed in Exhibit 10 *are Scored General Requirements.*

4.3.5   Scored Vendor Requirements (defined in Exhibit 11)
The Responsible Respondent shall provide the goods and/or services to the State in accordance with the **Scored Vendor Requirements** as provided on Exhibit 11.   All items listed in Exhibit 11 *are Scored Vendor Requirements.*

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 State. The Agency will not necessarily award the Contract to the Contractor offering the lowest cost to the Agency. Instead, the Agency will award to the Contractor whose Responsive Proposal the Agency believes will provide the best value to the State. Best value is determined by responses from the Technical Proposal and Cost Proposal.

5.2   **Evaluation Committee**
The Agency will use an evaluation committee to conduct a comprehensive, fair, and impartial evaluation of Technical Proposals received in response to this RFP. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity that shall approve the recommendation.

5.3   **Technical Proposal Evaluation and Scoring**
5.3.1   **Mandatory Requirements**
All Technical Proposals will be evaluated to determine if they *first* comply with the Mandatory Requirements (Exhibit 7), to be deemed a Responsive Proposal:
The Responsible Respondent's answers shall be "**Yes**" to all of the Mandatory Requirements to be considered for scoring. The Respondent shall include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Requirements (Exhibit 7).

5.3.2   **Scored Functional Requirements, System Requirements, General Requirements, and Vendor Requirements**
The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Respondents in accordance with Section 5.3.

An addendum identifying the points assigned to scoring criteria for the Technical Proposal will be posted prior to the RFP closing.

5.4   **Cost Proposal Scoring**
After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

The Cost Proposal for each Respondent will be evaluated in comparison with the other Cost Proposals received; however, the number of points possible will be proportional to each Respondent's Technical Proposal evaluation score.

The Technical Proposal evaluation points received (numerator) is divided by the Technical Proposal evaluation points possible (denominator) and multiplied by the maximum number of points in the Cost Proposal evaluation. This provides the total points possible for the Respondent in the Cost Proposal evaluation.

Points Possible for Respondent =
(Technical Proposal Evaluation Points Received)   x   (Maximum Points in Cost Proposal Evaluation)
(Technical Proposal Evaluation Points Possible)

The lowest Cost Proposal (numerator) amongst all Respondents is divided by the Cost Proposal being evaluated (denominator) and multiplied by the points possible for the Respondent. This provides the Cost Proposal evaluation points awarded.

Cost Proposal Evaluation Points Awarded =
$$\frac{\text{(Lowest Cost Proposal Received)}}{\text{(Cost Proposal Being Evaluated)}} \times \text{(Points Possible for Respondent)}$$

For example, suppose there are 10 maximum points in the Cost Proposal evaluation. A Respondent that receives 100% of the points possible in the Technical Proposal evaluation has the opportunity to earn 100% of the points possible in the cost evaluation (e.g., 10 points). If the Cost Proposal is the lowest cost, the full 10 points will be awarded.

However, a Respondent that receives only 50% of the points possible in the Technical Proposal evaluation has the opportunity to earn only 50% of the points possible in the Cost Proposal evaluation (e.g., 5 points). If the Cost Proposal is the lowest cost, only 5 points are awarded, compared to the 10 points that could have been awarded if the Respondent had received the highest Technical Proposal evaluation score.

5.5 **Tied Bid and Preferences**

5.5.1 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 non-interested parties. All drawings shall be documented.

5.5.2 Notwithstanding the foregoing, if a tied bid 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 bid 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.

5.5.3 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 bid, shall be given to Iowa Respondents complying with ESGR standards.

5.5.4 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.

5.5.5 Preferences required by applicable statute or rule shall also be applied, where appropriate.

6.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the Mandatory, Functional, System, General and Vendor Management requirements, all responses, all Exhibits, Terms and Conditions of the RFP, all written responses, written clarifications or changes made in accordance with the provisions of the RFP, the Terms and Conditions, the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Responsible Respondent to the provisions or Terms and Conditions of the RFP or the Terms and Conditions shall be incorporated into the Contract unless the Agency has explicitly accepted the Responsible Respondent's objection or amendment in writing. Please refer to the State of Iowa Software as a Service Agreement and all Special Terms and Conditions Agreements.

The Terms and Conditions will be incorporated into the Contract. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Responsible Respondents to better evaluate the costs associated with the RFP requirements and the Contract. All costs associated with complying with these requirements should be included in any pricing quoted by the Contractor.

By submitting a Proposal, the Responsible Respondent acknowledges its acceptance of the Terms and Conditions of the RFP and the Terms and Conditions without change except as otherwise expressly stated in its Proposal on Exhibit 12, Acceptance/Exceptions of Terms and Conditions. If the Responsible 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 Responsible Respondent's exceptions or proposed responses materially alter the RFP, or if the Responsible 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.

The Agency reserves the right to either award a Contract without further negotiation with the successful Responsible Respondent or to negotiate Contract terms with the successful Responsible Respondent if the best interests of the State would be served.

6.2 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 of Iowa Purchasing Card Program (Pcard) and EAP are preferred payment methods, but payments may be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Contractors shall provide payment acceptance information in this section of their Cost Proposals. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

6.2.1 Credit Card or ePayables

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (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 Contractor uses the Pcard or EAP payment methods. Pcard-accepting Contractors must abide by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 6.4 of the RFP. Contractors must provide a statement regarding their ability to meet the requirements of this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

6.2.2   Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)
Contractors shall provide a statement regarding their ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.
https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf

6.2.3   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   Terms and Conditions for State of Iowa Purchasing Cards
The State of Iowa shall pay Contractor'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 US Bank to pay the Contractor directly, generally within 48 hours of the transaction. Contractor shall comply with security measures for Pcard payments including:

- Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;
- Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- Contractor 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;
- Contractor shall confirm that the name of purchaser matches the name on the card;
- Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;
- Contractor shall shred any documentation with credit card numbers.

6.4   Payment Terms
Per Iowa Code 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Vendor/Contractor. The State of Iowa shall not pay any invoice unless the Agency Project Executive Director determines that the vendor is in full compliance with all Special Terms and Conditions/Ancillary Agreement applicable on the date of the invoice, pursuant to Special Terms and Conditions/Ancillary Agreement 001 and 002.

6.5   Attached State of Iowa Software as a Service Agreement
The Contract will require the successful Responsible Respondent to agree to the State of Iowa Software as a Service and Professional Services Agreement, Terms and Conditions contained in Exhibit 13. Please refer to the State of Iowa Software as a Service Agreement and all Special Terms and Conditions Agreements.

6.6   Contract Length

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

6.7   Additional Information Technology Terms and Conditions

6.7.1   Data Ownership

The State and Governmental Entities will be and remain the sole and exclusive owners of all data of any kind relating in any way to this Agreement, the Deliverables provided hereunder, and/or Responsible Respondent's performance of its duties under this Agreement, including, without limitation, all data in any way provided, submitted, modified, processed, abstracted, adapted, compiled, reproduced, utilized or altered by or on behalf of the State, any Governmental Entity or any User (including by or through Responsible Respondent on behalf of the State or any Governmental Entity.). Please refer to Paragraph 6 of the State of Iowa Software as a Service Agreement.

The Governmental Entity that collects, stores, generates, or maintains information or data shall be considered a Data Custodian. The Data Custodian shall retain ownership of any and all such data, including any data associated with their application at any time. The Data Custodian shall approve all access to its data. The Responsible Respondent shall not access State user accounts or State data, except **(1)** in the course of data center operations, **(2)** in response to service or technical issues, **(3)** as required by the express terms of this contract or **(4)** at the State's written request. In the interest of clarity, "data", as referred to in this Section, is not intended to refer to Source Code or Software except to the extent that any of these include, incorporate or otherwise utilize data that is owned by the State, including without limitation, all data of any kind relating in any way to the Responsible Respondent, this Agreement, the Deliverables provided hereunder, and/or Responsible Respondent's performance of its duties under this Agreement, including, but not limited to, all data in any way provided, submitted, modified, processed, abstracted, adapted, compiled, reproduced, utilized or altered by or on behalf of the State, any Governmental Entity or any User (including by or through Responsible Respondent on behalf of the State or Governmental Entity), in which case, any such data that is included or incorporated into, or otherwise utilized in connection with, the Responsible Respondent's proprietary Source Code or Software shall be and remain exclusively owned by the State, and Responsible Respondent herby assigns any and all of its right, title, and interest in and to such data. Also, in the interest of clarity, to the extent Responsible Respondent incorporates or uses any data described above or otherwise owned by the State and incorporates such data into reports or other documents, software or deliverables, such data will not lose its status as State-owned data by virtue of such incorporation or use, and Responsible Respondent hereby assigns any and all of its right, title, and interest in and to such data.

6.7.2   Data Protection

Protection of personal privacy and data shall be an integral part of the business activities of the Responsible Respondent to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Responsible Respondent shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

6.7.2.1   The Responsible Respondent shall implement and maintain appropriate administrative, technical and organization security measures to safeguard against

unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice (NIST 800-53 and ISO27001:2013 standards and controls and not less stringent than the measures the Responsible Respondent applies to its own personal data and non-public data of similar kind.

6.7.2.2 All data obtained by the Responsible Respondent in the performance of this contract shall become and remain the property of the State.

6.7.2.3 All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Responsible Respondent is responsible for encryption of personal data.

6.7.2.4 Unless otherwise stipulated, the Responsible Respondent shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Responsible Respondent. The level of protection and encryption for all non-public data shall be identified and mutually agreed to as a part of this contract.

6.7.2.5 At no time shall any data or processes – that either belong to or are intended for the use of a State or its officers, agents or employees – be copied, disclosed or retained by the Responsible Respondent or any party related to the Responsible Respondent for subsequent use in any transaction that does not include the State.

6.7.2.6 The Responsible Respondent shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

6.8 **Data Location**
The Responsible Respondent shall provide its services to the State and its end users solely from data centers in the continental United States of America. Storage of State data at rest and all backups shall be located solely in data centers in the continental United States of America. The Responsible Respondent shall not allow its personnel or contractors to store State data on portable devices, including personal computers, except for devices that are used and kept only at its continental United States of America data centers. The Responsible Respondent shall permit its personnel and contractors to access State data remotely only as required to provide technical support. The Responsible Respondent may not provide technical user support on a 24/7 basis using a Follow the Sun model. Please refer to Paragraph 11 of the State of Iowa Software as a Service Agreement.

6.9 **Security Incident or Security Breach Notification**
The Responsible Respondent shall inform the State of any security incident of Security Breach. Please refer to Paragraph 11 of the State of Iowa Software as a Service Agreement.

6.9.1 **Incident Response**
The Responsible Respondent may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of Responsible Respondent communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract. Please refer to Paragraph 11 of the State of Iowa Software as a Service Agreement.

6.9.2 Security Incident Reporting Requirements

The Responsible Respondent shall report a security incident to the State identified contact immediately upon discovery. Please refer to Paragraph 11 of the State of Iowa Software as a Service Agreement.

6.9.3 Breach Reporting Requirements

If the Responsible Respondent has actual knowledge of a confirmed Security Breach that affects the security of any State content that is subject to applicable Security Breach notification law as required by Iowa Code 715C.2, the Responsible Respondent shall (1) promptly notify the State identified contact immediately upon discovery, and (2) take best effort measures to address the Security Breach in a timely manner.

6.10 Security Breach Responsibilities

This section only applies when a Security Breach occurs with respect to personal data within the possession or control of the Responsible Respondent.

6.10.1 The Responsible Respondent, unless stipulated otherwise, shall notify the State identified contact by telephone immediately upon discovery if it reasonably believes there has been a security incident.

6.10.2 The Responsible Respondent, unless stipulated otherwise, shall immediately upon discovery, notify the State identified contact by telephone, and confirm that there is, or reasonably believes that there has been a Security Breach. The Responsible Respondent shall (1) cooperate with the State as required by the State to investigate and resolve the Security Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Security Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

6.10.3 Unless otherwise stipulated, if a Security Breach is a direct result of the Responsible Respondent's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Responsible Respondent shall bear the costs associated with **(1)** the investigation and resolution of the Security Breach; **(2)** notifications to individuals, regulators or others required by Iowa Code 715C.2; **(3)** a credit monitoring service required by state (or federal) law; **(4)** a website or toll-free number and call center for affected individuals required by state law – all not to exceed the average per record per person cost calculated for Security Breaches in the United States (currently $204 per record/person) in the most recent Cost of Security Breach Study: Global Analysis published by the Ponemon Institute 17 at the time of the Security Breach; and **(5)** complete all corrective actions as reasonably determined by Responsible Respondent based on root cause; all items **(1)** through **(5)** are subject to the limitation of liability of this contract.

6.11 Notification of Legal Requests

The Responsible Respondent shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches, public information requests, and expert testimonies or any other legal process related to the State's data under this contract, or which in any way might reasonably require access to the data of the State. The Responsible Respondent shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State.

6.12 Termination and Suspension of Service

6.12.1 In the event of a termination of the contract, the Responsible Respondent shall implement an orderly return of State data in a mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State data. Please refer to Paragraph 9 of the State of Iowa Software as a Service Agreement.

6.12.2 During any period of service suspension, the Responsible Respondent shall not take any action to erase any State data. Failure to comply will result in a material default. Remedies are set forth in Paragraph 9 of the Software as a Service Agreement.

6.12.3 In the event of termination of any services or agreement in entirety, the Responsible Respondent shall not take any action to intentionally erase any State data for a period of:
- 30 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience
- 60 days after the effective date of termination, if the termination is for cause

After such period, the Responsible Respondent shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, delete all State data in its systems or otherwise in its possession or under its control.

6.12.4 The State shall be entitled to and will receive any post-termination assistance with respect to the services.

6.12.5 The Responsible Respondent shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State.

6.13 Background Checks
The Responsible Respondent shall conduct nationwide criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Responsible Respondent shall promote and maintain an awareness of the importance of securing the State's information among the Responsible Respondent's employees and agents. Please refer to Paragraph 11.3 of the State of Iowa Software as a Service Agreement.

6.14 Access to Security Logs and Reports
The Responsible Respondent shall provide reports to the State in a mutually agreeable format. Reports shall include at least latency statistics, user access, user access IP address, user access history and security logs for all State files related to this contract. Please refer to Paragraph 11.4 of the State of Iowa Software as a Service Agreement.

6.15 Contract Audit
The Responsible Respondent shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

6.16 Data Center Audit

The Responsible Respondent shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The Responsible Respondent may remove its proprietary information from the redacted version. An ISO 27001:2013 audit report or approved equivalent sets the minimum level of a third party audit.

6.17 Change Control and Advance Notice
The Responsible Respondent shall give mutually agreeable advance notice to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number. Please refer to Paragraph 3 of the State of Iowa Software as a Service Agreement.

6.18 Security
The Responsible Respondent shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Responsible Respondent. For example: virus checking and port sniffing – the State and the Responsible Respondent shall understand each other's roles and responsibilities. Please refer to Paragraph 11 of the State of Iowa Software as a Service Agreement.

6.19 Non-disclosure and Separation of Duties
The Responsible Respondent shall enforce separation of job duties, require best effort non-disclosure agreements, and limit staff knowledge of State data to that which is absolutely necessary to perform job duties. Please refer to Paragraph 11 of the State of Iowa Software as a Service Agreement.

6.20 Import and Export of Data
The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Responsible Respondent. This includes the ability for the State to import or export data to/from other Contractors.

6.21 Responsibilities and Uptime Guarantee
The Responsible Respondent shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Responsible Respondent. The system shall be available 24/7/365 (with agreed upon downtime). Please refer to the State of Iowa Software as a Service Agreement and all Special Terms and Conditions Agreements.

6.22 Right to Remove Individuals
The State shall have the right at any time to require that the Responsible Respondent remove from interaction with the State any Contractor or representative who the State believes is detrimental to its working relationship with the Responsible Respondent. The State shall provide the Responsible Respondent with notice of its determination, and the reasons it requests the removal. The Responsible Respondent shall immediately remove such individual. The Responsible Respondent shall not assign the person to any aspect of the contract or future work orders without the State's consent. Please refer to Paragraphs 7 and 11 of the State of Iowa Software as a Service Agreement.

6.23 Business Continuity, Disaster Recovery, System Back Ups and Recovery

The Responsible Respondent shall provide a business continuity and disaster recovery plan and ensure that the State's recovery time objective (RTO) of 2 hours is met. The Responsible Respondent shall provide a business continuity and recovery point objective (RPO) back up plan of 4 hours or less.

6.24   Compliance with Accessibility Standards

The Responsible Respondent shall comply with and adhere to Accessibility Standards of Section 508 amendment to the Rehabilitation Act of 1973.

6.25   Encryption of Data at Rest

The Responsible Respondent shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security requirements for Cryptographic Modules for all personal data, unless the State approves the storage of personal data on a Responsible Respondent portable device in order to accomplish work as defined in the statement of work. Please refer to Paragraph 11 of the State of Iowa Software as a Service Agreement.

6.26   Compliance with Privacy Standards

Pursuant to the Health Insurance Portability and Accountability Act (HIPPA) of 1996 and its implementing regulation, the Standards of Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and 164, Subpart A and E, the State is required to enter into a business associates agreement with the Responsible Respondent, pursuant to which the Responsible Respondent shall comply with and appropriately safeguard Protected Health Information that it will use and disclose when performing functions, activities or services for the State.

6.27   Compliance with Federal Tax Information Standards

In accordance with 26 USC € 6103 (n) and in accordance with the provisions contained in 26 CFR 301.6103 (n)-1, the Responsible Respondent shall comply with, and assume responsibility for compliance by Vendor personnel with the requirements set forth in this section.

6.28   Special Terms

    6.28.1   Federal Fund Requirements

The completion of this project is dependent on the receipt of State and Federal funds. The Agency reserves the right to terminate the contract at any time due to a decrease in State or Federal funding. Please refer to Paragraph 9 of the State of Iowa Software as a Service Agreement.

Exhibit 1	Letter of Transmittal

(Date) _____

Kelli Sizenbach, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Re: RFP 1420309004– Letter of Transmittal

Dear Kelli:

The body of Your Letter of Transmittal.

Sincerely,

_____
Signature

_____   _____
Name and Title of Authorized Representative   **Date**

| Exhibit 2 | Form 22 – Request for Confidentiality |

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

1. **Confidential Treatment Is Not Requested**
   A Respondent not requesting confidential treatment of information contained in its Proposal shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Proposal.

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

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

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

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

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

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

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

This Form must be signed by the individual who signed the Respondent's Proposal. The Respondent shall place this Form completed and signed in its Proposal.

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

_____ 　　_____ 　　_____

Company 　　　　　　　　　　　　　　RFP Number 　　　　　　RFP Title

_____ 　　_____ 　　_____

Signature (required) 　　　　　　　　　Title 　　　　　　　Date

Part 2 - Confidential Treatment is Requested

The below information is to be completed and signed <u>ONLY</u> if Respondent is requesting confidential treatment of any information submitted in its Proposal.
NOTE:
• *<u>Completion of this Form is the sole means of requesting confidential treatment</u>.*
• *<u>A RESPONDENT MAY NOT REQUEST PRICING INFORMATION BE HELD IN CONFIDENCE.</u>*
Completion of the Form and Agency's acceptance of Respondent's submission does not guarantee the Agency will grant Respondent's request for confidentiality. The Agency may reject Respondent's Proposal entirely in the event Respondent requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

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

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

This Form must be signed by the individual who signed the Respondent's Proposal. The Respondent shall place this Form completed and signed in its Proposal. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

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

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

_____   _____   _____
Company   RFP Number   RFP Title

_____   _____   _____
Signature (required)   Title   Date

Exhibit 3	Certification Letter

(Date) _____

Kelli Sizenbach, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Re: RFP 1420309004– PROPOSAL CERTIFICATIONS

Dear Kelli:

I certify that the contents of the Proposal submitted on behalf of (**Name of Respondent)** in response to **Iowa Department of Administrative Services** for RFP 1420309004 for IWD UI Modernization Project are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Certification of Independence
I certify that I am a representative of Respondent expressly authorized to make the following certifications on behalf of Respondent. By submitting a Proposal in response to the RFP, I certify on behalf of the Respondent the following:

- ▪ The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.

- ▪ The Proposal has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.

- ▪ Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.

- ▪ No attempt has been made or will be made by Contractor to induce any other contractor to submit or not to submit a Proposal for the purpose of restricting competition.

- ▪ No relationship exists or will exist during the contract period between Contractor and the Agency or any other State Agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment
I certify that, to the best of my knowledge, neither Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year

period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax
Pursuant to *Iowa Code sections 423.2(10) and 423.5(4) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state Agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Contractors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the (RFP), the Contractor certifies the following: (check the applicable box)

☐ Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 423*; or

☐ Contractor is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in *Iowa Code subsections 423.1(47) and (48)(2016)*.

Contractor also acknowledges that the Agency may declare the Contractor's Proposal or resulting contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in additional to other remedies available to Agency.

Sincerely,

_____
Signature

_____   _____

Name and Title of Authorized Representative   Date

Exhibit 4	Authorization to Release Information Letter

(Date) _____

Kelli Sizenbach, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3

1305 East Walnut Street
Des Moines, IA 50319-0105

Re: RFP 1420309004- AUTHORIZATION TO RELEASE INFORMATION

Dear Kelli:

(Name of Respondent) hereby authorizes the **Iowa Department of Administrative Services** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to RFP 1420309004**.**

The Respondent acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Respondent acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Respondent is willing to take that risk.

The Respondent hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to the RFP.

The Respondent authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Proposal submitted in response to RFP.

The Respondent further authorizes any and all persons, and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Respondent's Proposal. The Respondent hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Respondent that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to RFP.

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

Sincerely,

_____

Signature

_____   _____

Name and Title of Authorized Representative   Date

Exhibit 5	Termination, Litigation, and Debarment

(Date) _____

Kelli Sizenbach, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Re: RFP 1420309004– Termination, Litigation, and Debarment for past 5 years

Dear Kelli:

Termination of Contracts for any reason – please provide specifics:

Any assessed damages or penalties or Dispute Resolution Settlements – please provide specifics

Any order, judgment or decree from any State or Federal authority barring activity – please provide specifics:

Summary list of all litigation or threatened litigation against Respondent or its officers – please provide specifics:

Describe any irregularities of any accounts maintained by the Respondent – please provide specifics:

_____
Signature

_____ _____
Name and Title of Authorized Representative   Date

Exhibit 6	Executive Summary

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

- Statements that demonstrate that the Respondent has read and understands the Terms and Conditions of the entire RFP including all Acceptance Requirements (Exhibit 12) and Contractual Terms and Conditions (Section 6). Any exceptions to these Terms and Conditions must be submitted on Exhibit 12 (Acceptance/Exceptions).
- An overview of the Responsible Respondent's plans for complying with the functional, system, general, and vendor requirements of this RFP.
- Any other summary information the Respondent deems to be pertinent.

Exhibit 7	Mandatory Requirements

When responding to the Mandatory Requirements in Exhibit 7, please provide a response to the "Requirement Met" column by identifying whether the requirement will be met by entering a "**Yes**" or "**No**". Each requirement must be addressed with a response.

Supporting comments may be provided for each requirement in the "Details" column.

Supporting documentation may be provided for each requirement as an attachment to the Proposal.

EXHIBIT 7: MANDATORY REQUIREMENTS			
7.1	**Requirement**	**Requirement Met**	**Details**
7.1.1	The system must be, and remain, in compliance with laws, regulations, guidance, mandates, policies and procedures from the U.S. Department of Labor and the State of Iowa governing Unemployment Insurance.		
7.1.2	The system must be, and remain in, compliance with all State and Federal laws and mandates for protecting personally identifiable information (PII), and all state and customer data.		
7.1.3	Resondent must provide Services to the State of Iowa, Governmental Entities, and Users solely from data centers located in the continental United States of America.		
7.1.4	The core UI Benefits functionality of the proposed COTS system must be implemented and functioning in Production, in its entirety, in another state.		

Exhibit 8	Scored Functional Requirements

When responding to the Scored Requirements in Exhibits 8, 8B, 9 and 10, please provide a response as described below.

When responding to the "Requirement Met" column, please identify how the Requirement will be met by entering one of the options below.

- "**S**" (Standard): The Solution supports the requirement without any configuration or programming changes
- "**M**" (Modification): The Solution will be modified to meet the requirement
- "**3P**" (Third Party): The Solution supports the requirement by adding a 3rd party product to meet some/all of the requirement

If the Solution will not meet the requirement, enter "**No**".

When responding to the "User Configurable" column, please identify whether the requirement is configurable by non-technical staff by entering a "**Yes**" or "**No**". This response should be provided independently from the "Requirement Met" response.

Supporting comments may be provided for each requirement in the "Details" column.

Supporting documentation may be provided for each requirement as an attachment to the Proposal.

When responding to the Scored Requirements in Exhibit 11, please provide a written detailed response to each requirement.

For all the requirements in Section 4, Exhibits 7, 8, 8B, 9, 10 and 11, understand that merely repeating the requirements may be considered non-responsive and may disqualify the Respondent. Proposals shall identify any deviations from the requirements of this RFP or requirements the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the guidance for this section, the Agency may elect to reject the Proposal from further consideration.

EXHIBIT 8: SCORED FUNCTIONAL REQUIREMENTS				
8.1 BENEFITS/CLAIMS				
8.1	**Requirement**	**Requirement Met**	**User Configurable**	**Details**
8.1.1	The system should provide the ability for Staff to manually file a claim and weekly claim.			
8.1.2	The system should have the ability to record and display history of changes to the Claimant's account and claim(s).			
8.1.3	The system should have the ability to archive a claim or claimant account.			
8.1.4	The system should provide the ability to interface with Workforce Services registration process.			
8.1.5	The system should have the ability to maintain all Federal and State UI Programs (e.g. DUA, TRA, RTAA, ATAA, TEB, VSW, EUC, State and Federal EB). If the process includes submitting a change request to the Vendor, please provide the average turn-around			

	time for completion. Please include information regarding the process of creating a new instance of DUA in the system.			
8.1.6	The system should provide the ability to modify UI Programs (e.g. change program hierarchy, amounts, timeframes). If the process includes submitting a change request to the Vendor, please provide the average turn-around time for completion.			
8.1.7	The system should provide the ability to create and maintain new State and Federal UI Programs within mandated deadlines. If the process includes submitting a change request to the Vendor, please provide the average turn-around time for completion.			
8.1.8	The system should provide the ability to Staff to enter notes related to the Claimant's account.			
8.1.9	The system should provide the ability to Staff to enter mass notes related to multiple Claimant accounts.			
8.1.10	The system should have the ability to automatically process mass claims.			
8.1.11	The system should provide the ability for staff to enter mass claims.			
8.1.12	The system should have ability to automatically process Employer filed claims (new, additional, reopen, weekly claims).			
8.1.13	The system should provide ability to display a dynamic questionnaire on claim and weekly claim applications, based on the claim type (e.g. New, Additional, Reopen).			
8.1.14	The system should have the ability to display a dynamic questionnaire on claim and weekly claim application, based on the claim program under which the claim is being filed, presenting additional questions based on responses provided. (e.g. Regular UI, Federal Extension, State Extension, Disaster Unemployment Assistance (DUA), Trade Readjustment Allowance (TRA), Training Extension Benefits (TEB), Voluntary Shared Work/Short Time Compensation (VSW)).			
8.1.15	The system should have the ability to present claim application and weekly claim application questions based on conditional logic.			
8.1.16	The system should have the ability to process DUA benefits to eligible claimants.			
8.1.17	The system should have the ability to create a new VSW plan and process claims associated with that plan.			
8.1.18	The system should allow for adding TRA to a claim.			
8.1.19	The system should have the ability to process TRA payments.			
8.1.20	Describe the process for backdating a processed claim with paid weeks on file.			

8.1.21	The system should process the issues identified during a claim and weekly claim filing (e.g. potentially disqualifying separation information, not reporting wages the system is anticipating).			
8.1.22	The system should have the ability to automatically cancel a claim and to provide ability for staff to manually cancel a claim.			
8.1.23	The system should provide the ability for a Claimant to edit payment method information via self-service.			
8.1.24	The system should have the ability to support the following payment methods: debit card, direct deposit, paper checks.			
8.1.25	The system should provide the ability for Staff to enter, change, or edit Claimant's benefit payment method.			
8.1.26	The system should provide the ability for Staff to view benefit estimates based on adjusted eligibility factors (e.g. number of dependents, base period).			
8.1.27	The system should have the ability to check against all states for existing claim and wages during the initial claim filing.			
8.1.28	The system should have the ability to perform a quarterly check against all states for existing claims and wages for individuals receiving TRA or RTAA/ATAA benefits.			
8.1.29	The system should have the ability to log calls to the Customer Service line on the claimant account.			
8.1.30	The system should provide the ability for staff to access archived claim and claimant account information.			
8.1.31	The system should have the ability to perform calculations based on business rule determinations.			
8.1.32	The system should have the ability to automatically suppress, and provide the ability for staff to suppress, the generation of a monetary determination to employers, based on the program under which the monetary entitlement is calculated or based on the wage source (e.g. DUA, EUC)			
8.1.33	The system should have the ability to perform the profiling algorithm to identify Claimants potentially eligible for RESEA (formerly known as RES and REA).			
8.1.34	The system should have the ability for quality review team to review a claim/case and input resulted into a rubric for scoring to automatically score the case and save the score for management to review.			
8.1.35	System should allow for the ability to set a difficulty level of cases dependent on business requirements to allow a new team member to be assigned a particular type/difficulty level of claim/case to work on based on experience.			
8.1.36	The system should allow the ability for staff to manually change the funding streams the payments should be issued from.			

8.1.37	The system should have the ability with permissions to edit notes added to a claimant's account.			
8.1.38	The system should have the ability to automatically add or delete wages on a claim based on updates to the TAX wage system (updates completed by Tax Bureau)			
8.1.39	The system should have the ability to recover an archived claim or account to work on			
8.1.40	The system should have the ability to run a mass print job of scanned documents based on selected criteria (example BTQ cases, BAM cases, etc.)			
8.1.41	The system should have the ability to automatically suppress, and provide the ability for staff to suppress, the generation of a monetary determination to employers, based on the program under which the monetary entitlement is calculated or based on the wage sources (e.g. DUA, EUC)			
NON-MONETARY				
8.1.42	The system should have the ability to trigger the creation of a nonmonetary Issue based on responses recorded during the claim and weekly claim filing process.			
8.1.43	The system should have the ability to support two-party Fact Finding interviews.			
8.1.44	The system should have the ability to present intelligent Fact Finding questionnaires in the claim and weekly claim applications.			
8.1.45	The system should have the ability to identify an open Issue and automatically schedule a Fact Finding interview, based on Agency set parameters (e.g. number of interviews, interview timeframes)			
8.1.46	The system should have the ability to automatically assign scheduled Fact Finding interviews to available staff, the day of the interview.			
8.1.47	The system should have the ability to support document attachments for Fact Finding interview workflows. Please make sure to include information regarding the automated and manual process.			
8.1.48	The system should have the ability to integrate Benefits and Appeals functions. Please provide specific examples.			
8.1.49	Describe the adjudication process (e.g. where is the information taken by the Staff during the interview recorded, how is a decision selected, how is the decision issued).			
8.1.50	The system should have the ability to automatically adjudicate monetary and non-monetary determinations.			
8.1.51	The system should have the ability to process multi-claimant adjudication issues. Please provide specific examples.			

8.1.52	The system should have the ability to automatically determine the due date for resolution of an Issue based on detection date.			
8.1.53	The system should have the ability to automatically adjudicate an Issue if requalification requirements are satisfied.			
8.1.54	The system should meet the US DOL adjudication timeliness requirements.			
8.1.55	The system should meet the non-monetary separation and non-separation adjudication US DOL quality standards.			
8.1.56	The system should automatically recognize that a Notice of Claim is late and issue and the appropriate too late non-monetary decision			
8.1.57	The system should allow staff the ability to change an issued decision based on certain parameters set by IWD (e.g. within 10 days)			
8.1.58	The system should have the ability to automatically record and adjudicate an issue transmitted to the system via interface(s) (e.g. Missed appointment for RESEA - issue information transmitted to the system, system issues a denial decision and generates appropriate correspondence).			
MONETARY				
8.1.59	The system should have the ability to perform automated benefit charging.			
8.1.60	The system should have the ability to automatically recalculate monetary eligibility and employer chargeability when changes occur on a claim (e.g.: wages are added, removed, corrected or transferred, wages are temporarily removed from the claim due to an issue, determination, employer account number is changed, dependents are added or removed, benefit extensions are added, relief of employer charges when overpayment established).			
8.1.61	The system should have the ability to automatically relieve charges on a subsequent claim for any wages earned during the period of employment for which the employer was granted relief from benefit charges.			
8.1.62	The system should have the ability to automatically determine if the Claimant is eligible for ABP and apply the ABP.			
8.1.63	The system should have the ability to substitute the Claimant's base period quarters with quarters immediately preceding the period in which the Claimant received workers' compensation or indemnity insurance benefits.			
8.1.64	The system should have the ability to identify and assign wages as "available" (can be used on a claim) and "unavailable" (cannot be used on a claim).			

8.1.65	The system should have the ability to automatically calculate benefit entitlement with a dependency allowance.			
8.1.66	The system should provide the ability for dependents to be added and removed from the claim, thus re-calculating the benefit entitlement.			
8.1.67	The system should have the ability to process adding and removing the Iowa, out-of-state, UCFE, and UCX wages. Please include information regarding the manual and automated processes.			
8.1.68	The system should provide the ability for Agency to configure the State's minimum and maximum WBA, MBA, AWW amounts. If the process includes submitting a change request to the Vendor, please list the average turn-around time for completion.			
8.1.69	The system should have the ability to automatically re-calculate the monetary entitlement and employer chargeability when a Business Closing Issue is adjudicated to allow business closing benefits (the new MBA will be either 39 times the WBA or one-half the total original base period wages, whichever is lesser)			
8.1.70	The system should have the ability to identify a parent claim to determine the Claimant has met second benefit year eligibility, that Trade programs are applicable, that TEB is applicable.			
8.1.71	The system should have the ability to process claims citing labor dispute as the separation reason.			
8.1.72	The system should have the ability to generate an ETA 934 Request and process an ETA 934 Response.			
8.1.73	The system should provide staff the ability to manually add and remove wages on a claim.			
8.1.74	The system should be able to integrate with the ICON/Conduent system to exchange claim, wage, benefit charge, payment and overpayment information for HCTC, Combined Wage (CWC), Federal Ex-Service Members (UCX) and Federal Employee (UCFE) claims.			
8.1.75	The system should provide the ability to detect errors and/or missing information (e.g. there are no IB4 requests matching the incoming IB5 response, the information from the incoming IB5 response does not match the IB4 request).			
8.1.76	The system should be able to automatically send IB4 request(s) to the states identified on the initial claim application for CWC benefits and to the states where wages are identified through the ICON/Conduent process.			
8.1.77	The system should be able to validate the wage response and automatically add wages to the claim.			
8.1.78	The system should be able to detect when responses to wage requests are not answered in a timely manner.			

8.1.79	Please list which ICON/Conduent functions your system utilizes.			
8.1.80	The system should have the ability to automatically trigger an updated monetary if any updates are made to wage lines and/or dependents			
8.1.81	The system should provide staff the ability to access the ICON SID/SIDI and IBIQ features within the system.			
CLAIMANT PORTAL				
8.1.82	List and describe the self-services offered by the system.			
8.1.83	The system should provide identity verification for Claimants (e.g. SSA, LexisNexis, SAVE, others).			
8.1.84	The system should provide the ability for Staff to manually verify Claimants.			
8.1.85	The system should provide the ability to display to staff the verification attempts and current verification status.			
8.1.86	The system should have the ability to save a partially completed UI claim and weekly claim, and allow for completion of the claim during the Agency-approved timeframe.			
8.1.87	The system should collect work search information each week.			
8.1.88	The system should have the ability to display the Benefits Right Information that the Claimant acknowledged during the claim filing process in the Portal at all times.			
8.1.89	The system should have the ability to display to claimants their potential benefit estimates.			
8.1.90	The system should provide the ability for a Claimant to view their adjudicated decisions online (Appeals and Benefits decisions).			
8.1.91	The system should have the ability to make available all data related to the status of a benefit payment.			
8.1.92	The system should have the ability for Claimants to upload and save documents, including picture files.			
8.1.93	The system should allow the Claimant to personalize preferences for displays, correspondence, and language.			
8.1.94	The system should have the ability to verify SSN of a dependent through the Social Security Administration and against all non-expired claims on file.			
8.1.95	The system should provide the ability for Claimants to view details regarding their scheduled Fact Finding and Appeal hearings (e.g. date, time, phone number the Agency has on file, files submitted by parties for the interview).			
8.1.96	The system should provide the ability for Claimants to access and print their 1099G forms.			
8.1.97	The system should provide the ability for Claimants to view details regarding their current claim (e.g.			

	effective date, ending date, applied benefit amount, maximum benefit amount, gross weekly benefit amount, balance, payments, claim status).			
8.1.98	The system should provide the ability for Claimants and Staff to update payment method.			
8.1.99	The system should provide the ability for Claimants and Staff to update tax withholdings (Federal taxes 10%, State taxes 5%).			
8.1.100	The system should allow Claimants to update their personal information.			
8.1.101	The system should provide the Agency the ability to send files to Claimants electronically, accessible by Claimant through their Claimant Portal (e.g. adjudication and determination notices, payment exhaustion notices).			
8.1.102	The system should provide the ability for Claimants to file an appeal through their Claimant Portal.			
8.1.103	The system should provide the ability for Claimants to select their preferred language for interpretation and for Staff to be able to view their selection.			
8.1.104	The system should provide the ability for Staff to upload documents for claims to view in their portal real-time.			
8.1.105	Describe how the claimant portal will be available for mobile devices.			
8.1.106	System should mark files as "read" with a date and time stamp of when a verified user opens the file.			
8.1.107	The system should provide the claimant the ability to request an adjustment due to incorrectly reported earnings through the portal.			
8.1.108	Claimant portal should allow them to request a waiver of overpayment			
8.1.109	The system should allow for claimants or employers to set up text notifications to notify them of new information.			
EMPLOYER PORTAL				
8.1.110	The system should have the ability to notify an employer of a Notice of Claim electronically (SIDES).			
8.1.111	The system should allow the employer to receive a Notice of Fact Finding electronically.			
8.1.112	The system should allow the employer the ability to upload and save documents for Fact Finding interview and appeal hearings.			
8.1.113	The system should allow employer to update their contact information for an upcoming Fact Finding interview if authorized user.			
8.1.114	The system should provide the ability to view adjudicated decisions online (Benefits and Appeals).			
8.1.115	The system should send an alert of upcoming appointments (Fact Findings or Appeals) and due dates (Notice of Claim)			

PAYMENTS			
8.1.116	The system should ensure that the US DOL requirement of first payment timeliness within the 14 and 21-day periods is satisfied.			
8.1.117	The system should have the ability to support the following three payment methods for UI Benefits payments: debit cards, direct deposits, paper checks			
8.1.118	The system should have the ability to maintain a record of payments issued to the Claimant for a benefit week, including all modifications to the payment record for the referenced benefit week.			
8.1.119	The system should have the ability to process payments returned or rejected by the Receiver or Receiving Depository Financial Institution.			
8.1.120	The system should provide the ability for Staff to view the routing number, account number, account type (savings or checking) and a name of the bank where the benefit payment was sent for deposit (permission based).			
8.1.121	The system should have the ability to calculate benefit payment amount based on reported earnings, tax withholdings, child support withholdings, and deductions (severance, pension).			
8.1.122	The system should have the ability to manage the end-to-end process for 1099G generation. Please include information regarding the following: • Identifying and resolving errors • Data quality control • Transmitting the information to Internal Revenue Service			
8.1.123	The system should have the ability to cancel/stop a benefit week payment (prior to issuance of a payment).			
8.1.124	The system should have the ability to correct the reported earning amounts before and after a payment is issued for the week.			
8.1.125	The system should have the ability to determine the benefit program for which the Claimant is eligible to receive benefit payments.			
8.1.126	The system should have the ability to apply the deductions to benefit payments based on the hierarchy specified by the Agency.			
8.1.127	The system should have the ability to process and maintain ACH transactions. Please include information regarding the automated and manual processes for the following: • Processing payment reversals • Processing notifications of change (NOC) • Reflecting the payment status for the week			
8.1.128	The system should have the ability to utilize all services provided by State Information Data Exchange System (SIDES) (e.g. Earnings Verification, Separation Information, Determination and Appeal			

		Requirement Met	User Configurable	Details
	Monetary and Potential Charges, Billing and Charge Notices).			
8.1.129	List and describe the general ledger transactions the system supports.			
8.1.130	The system should have the ability to perform automated payment transfers between programs and claims.			
8.1.131	The system should have the ability to process request for duplicate 1099-G Form.			
OVERPAYMENTS				
8.1.132	The system should have the ability to automatically create an overpayment record.			
8.1.133	The system should have the ability to allow authorized Staff to manually remove overpayments.			
8.1.134	The system should have the ability to apply payments to overpayment debt (e.g. money orders, checks, cash, credit card payments) and offsets (e.g. tax offsets, casino offsets, vendor offsets, lottery offsets, benefit payment offsets). Please distinguish between the manual and automated processes.			
8.1.135	The system should have the ability process refunds of payments that are in excess of an overpayment.			
8.1.136	The system should have the ability to waive overpayment debt.			
8.1.137	The system should have the ability to write-off overpayment debt.			
8.1.138	The system should have ability to remove applied payments.			
8.1.139	Please submit a sample of a Monetary Determination notice.			
8.1.140	Please submit a sample of a Fact Finding questionnaire for a separation Issue (e.g. Discharge due to absences) and a non-separation Issue (e.g. Able and Available-illness).			
8.1.141	System should allow for the Agency to input which party the "fault" is assessed on for USDOL reporting requirements.			
8.1.142	Please submit a sample of a decision letter for a separation Issue and a non-separation issue.			
8.2 INTEGRITY				
8.2	**Requirement**	**Requirement Met**	**User Configurable**	**Details**
8.2.1	The system should have the ability to auto-calculate overpayments and underpayments based on employer reported weekly earnings and claimant reported weekly earnings.			
8.2.2	The system should have the ability to auto-generate notices to employers to complete for discrepancies in employer quarterly wage reports when compared to claimants' weekly reports for the quarter.			
8.2.3	The system should have the ability to auto-generate notices to claimants to answer for any discrepancies.			

8.2.4	The system should have the ability to allow staff to "flag" or remove "flag" certain employers, claimants, IP addresses, used when filing, claimants addresses, and phone numbers as associated with potential identity theft and generate a report for staff work.			
8.2.5	The system should have the ability to process and maintain IRORA overpayments.			
8.2.6	The system should have the ability to meet the IRS requirements for TOP.			
8.2.7	The system should have the ability to process and maintain TOP offsets, including TOP reversals.			
8.2.8	The system should have the ability to identify debt eligible for TOP offset.			
8.2.9	The system should have the ability to identify fraudulent IP addresses.			
8.2.10	The system should have the ability to identify multiple claims filed from the same IP address and create workflows for staff review.			
8.2.11	The system should have the ability to assess, modify and remove fraud penalty and fees to claimant debt (overpayment).			
8.2.12	The system should have the ability to identify and fix errors with the National Directory of New Hires (NDNH) and Iowa Central Employee Registry (ICER) crossmatch (e.g. missing FEIN)			
8.2.13	List and describe all automated Benefits Timeliness and Quality (BTQ) processes.			
8.2.14	The system should have the ability to maintain and allow access to BAM data.			
8.2.15	Describe the start-to-finish process for BAM. Please make sure to include information about the following: *List and describe all automated Benefits Accuracy Measurement (BAM) processes *Describe how the system identifies and processes the BAM random numbering for case issuance *Describe how the system handles the BAM sample process *Will the BAM sample be ready by Saturday? *Describe how the system handles the BAM PCA and DCA audits.			
8.2.16	The system should have the ability to process and apply bankruptcy adjustments.			
8.2.17	The system should have the ability to apply payments based on debt hierarchy set by the Agency.			
8.2.18	The system should have the ability to establish legal actions relating to overpayment collections (e.g. liens, garnishments).			
8.2.19	The system should have the ability to support the Data Validation (DV) program.			
8.2.20	The system should have the ability to make the current and past DV extract files accessible to Staff.			

8.2.21	The system should have the ability to transmit DV extract files to US DOL.			
8.2.22	The system should support mandatory testing of the DV files.			
8.2.23	The system should have the ability to support a scheduled one-time payment for overpayment debt.			
8.2.24	The system should have the ability to support recurring payments for overpayment debt (scheduled withdrawal of a set payment amounts each month).			
8.2.25	The system should have the ability to create and maintain overpayment payment plans.			
8.2.26	List and describe reconciliation functions for Collection workflows.			
8.2.27	The system should have the ability to detect fraud.			
8.2.28	The system should have the ability to support electronic case files for BAM, BTQ, Fraud and Collections.			
8.2.29	Describe the system processes for overpayment collections.			
8.2.30	The system should have the ability to perform the collection lifecycle for overpayments.			
8.2.31	The system should have the ability to process uncollectible Employer debt.			
8.2.32	The system should be able to print the BAM PCA and DCA cases file as directed by the US DOL.			
8.2.33	The system should have the ability to record and process fraud tips/leads.			
8.2.34	The system should have the ability to identify a claim as having a non-expired fraud action on file (fraud decision and fraud overpayment, whichever is still current), for Staff.			
8.2.35	The system should have the ability to pull and reconcile data from Tax and Benefits when creating Federal or financial reports. Describe the amount of manual work required.			
8.2.36	The system should have the ability to execute Civil Collection process (restitution).			
8.2.37	The system should have the ability to identify high-risk Claimants.			
8.2.38	The system should have the ability to process wage cross matches.			
8.2.39	List and describe integrity audits the system has in place.			
8.2.40	The system should have the ability to determine the record meets the criteria for prosecution of the fraud overpayment.			
8.2.41	The system should have the ability to create an electronic Prosecution file.			
8.2.42	The system should have the ability to add documentation to the Prosecution case file.			
8.2.43	The system should have the ability to prioritize prosecution cases.			

8.2.44	The system should have the ability to suspend billing criteria.			
8.2.45	The system should have the ability to initiate Summons and Warrants for prosecution.			
8.2.46	The system should have the ability to support Misclassified Worker processes.			
8.2.47	The system should have the ability to identify potential misclassified workers.			
8.2.48	The system should have the ability to apply payments (e.g. money orders, checks, cash) and offsets (e.g. tax offsets) to the Employer debt. Please distinguish between the manual and automated processes.			
8.2.49	The system should have the ability to create a management report utilizing data from the IRS files 1099-MISC.			
8.2.50	The system should have the ability to process and apply bankruptcy adjustments for employer debt.			
8.2.51	The system should have the ability to allow employers to submit wage information and other documents and perform wage crossmatches.			
8.2.52	The system should be able to process various fraud leads (e.g. mis-classed workers, SUTA dumping, fictitious employers) and assign work items to staff per state business rules,			
8.2.53	The system should have the ability to support writing-offs of Employer debt.			
8.2.54	The system should have the ability to automatically rescind the remaining balance of an IRORA overpayment after the benefit claim year has expired.			
8.2.55	The system should have the ability to cut a check and send it to another state each month if payment/offset received on an IRORA overpayment.			
8.2.56	The system should have the ability to set alerts/create workflow if claims are filed with certain information that is set by IWD (e.g. IP address, physical address, phone #, employer account).			
8.2.57	The system should allow for the electronic request of wage information (crossmatch) from employers and related workflow. Employers should be able to fill out and submit the request electronically. The provided data compared to wage system data.			
8.2.58	The system should have the ability to process electronic payments. Please list available methods of payment.			
INTEGRITY: SUPPORTING DOCUMENTATION				
8.2.59	Please submit a sample of Federal Reports created by the system such as ar227, ar9016 (this is not an all-inclusive listing of required Fed reports).			
8.2.60	Please submit a sample of BAM case files ready for Peer Review submittal.			
8.2.61	Please submit a sample of BTQ output.			

		Requirement Met	User Configurable	Details
8.2.62	Please submit a sample of TPS output.			
8.2.63	Please submit a sample of BAM questionnaires (paper or incorporated electronically).			
8.2.64	Please submit a sample of Notices to Report (this could be for BAM, Fraud, Misclassified Workers).			
8.2.65	Please submit a sample of output for entry into the DOL UIRR system for the ar227 and ar9016.			
8.2.66	Please submit a sample of Initial letter sent to employers/claimants for new hire "hits" (e.g. NDNH match letter).			
8.2.67	Please submit a sample of Initial letter sent to employer / worker for Misclassified Workers program.			
8.2.68	Please submit a sample of Employer Statements of Debt.			
8.2.69	Please provide a sample of the Employer and Claimant billing statement.			

8.3 APPEALS

8.3	Requirement	Requirement Met	User Configurable	Details
8.3.1	The system should have the ability to receive and process an appeal electronically.			
8.3.2	The system should provide the ability to staff to manually process an appeal.			
8.3.3	The system should provide the ability for a customer to submit an appeal through their online Portal.			
8.3.4	The system should have the ability to process each of the following appeal request types: Lower Authority, Higher Authority, Central Panel (Department of Inspections and Appeals).			
8.3.5	The system should have the ability to automatically schedule appeal hearings based on criteria set by the Agency.			
8.3.6	The system should provide the ability for staff to manually schedule appeal hearings.			
8.3.7	The system should have the ability to automatically prevent duplicate issues (same claimant, same issue identifier, same period, same employer, same separation date) from being created.			
8.3.8	The system should have the ability to avoid scheduling conflicts for Claimants and Employers (i.e. should not schedule two hearings for a claimant during the same or overlapping timeframe and should not schedule two hearings/interviews for a claimant during the same or overlapping timeframe for an employer).			
8.3.9	The system should have the ability to automatically add a representative for the employer, based on information from the Tax system, when the appeal includes two parties.			
8.3.10	The system should have the ability to automatically record and allow staff to enter participant information.			

8.3.11	The system should have the ability to automatically process updates and allow staff to update participant information.			
8.3.12	The system should have the ability to automatically generate a Notice of Hearing.			
8.3.13	The system should have the ability to provide staff the ability to generate a Notice of Hearing.			
8.3.14	The system should be able to automatically generate and send documents related to the appeal to the parties.			
8.3.15	The system should be able to automatically associate an appeal with the original determination and the determination being appealed (e.g. a higher level appeal is associated with a lower level appeal determination and the original determination.).			
8.3.16	The system should have the ability for the staff to manually re-assign a scheduled appeal hearing.			
8.3.17	The system should have the ability for staff to manually re-schedule an appeal hearing.			
8.3.18	The system should provide the ability for staff to electronically attach documentation to the scheduled appeal hearing.			
8.3.19	Describe how the system will handle automatic scheduling of hearings and assigning of hearings to ALJs.			
8.3.20	The system should display an assigned scheduled appeal hearing on an ALJ's calendar.			
8.3.21	The system should provide ALJ staff with the ability to add a new Issue to be remanded to the appropriate lower level.			
8.3.22	Describe how the system will handle the Remands workflow.			
8.3.23	The system should have the ability to remand electronically.			
8.3.24	The system should provide the ability for staff to add an additional issue to an appeal case.			
8.3.25	The system should have the ability for staff to edit an appeal (e.g. employer account number, issue type).			
8.3.26	The system should have the ability for staff to withdraw an appeal.			
8.3.27	The system should have the ability for staff to dismiss an appeal.			
8.3.28	The system should have the ability for staff to cancel an appeal.			
8.3.29	The system should have the ability to search for and view an appeal hearing decision through the system.			
8.3.30	The system should provide the ability to edit a decision within an allotted timeframe (Lower Authority: 15 days, Higher Authority: 30 days).			
8.3.31	The system should automatically generate a unique identifier for each appeal.			
8.3.32	The system should be able to identify an issue with multiple claimants (multi-claimant issues) with like			

	separating circumstances (e.g. same employer, same separation reason, same separation date).			
8.3.33	The system should allow staff to associate an issue with multiple claimants (multi-claimant issues).			
8.3.34	The system should allow staff to separate an issue associated with multiple claimants (multi-claimant issues).			
8.3.35	The system should be able to automatically adjudicate a multi-claimant issue using the associated master determination result when the issue is closed.			
8.3.36	The system should be able to automatically create a timeliness issue that should be adjudicated prior to the appealed Issue, when the appeal is received after a set deadline.			
8.3.37	The system should have the ability to assign and utilize docket numbers.			
8.3.38	The system should have the ability to publish appeal decisions to the public.			
8.3.39	The system should have the ability to automatically process the outcome of a rendered decision (e.g. create an overpayment, release benefit payments, etc. based on a decision of "affirm", "reverse", "modify", "remand")			
8.3.40	Describe the appeal process in your system from filing to ALJ decision. Please make sure to include information about the following steps (8.3.41-8.3.48)			
8.3.41	Describe how the user files an appeal			
8.3.42	Describe how the appeal is entered into the system			
8.3.43	Describe how the appeal is scheduled by the system			
8.3.44	Describe how the appeal is assigned to an ALJ			
8.3.45	Describe how an ALJ is notified of the work assigned to them			
8.3.46	Describe how an ALJ enters a decision			
8.3.47	Describe how the parties are notified of the decision			
8.3.48	Describe how exhibits and other relevant documents are attached to the appeal hearing			
8.3.49	If your system includes a built-in appeal hearing recording method, describe the storage system and recording process.			
8.3.50	The system should require each appellant to open the decision document in the online portal before appealing that decision.			
8.3.51	The tax system should be able to notify delinquency process of a pending appeal.			

APPEALS: SUPPORTING DOCUMENTATION				
8.3.52	Please provide samples of appeal hearing notices and appeal decisions generated through your system.			
8.3.53	Please provide samples of adjudication decisions generated through your system.			
8.3.54	Please provide samples of online appeal forms.			

8.4 TAX

BENEFITS TO TAX				
8.4	**Requirement**	**Requirement Met**	**User Configurable**	**Details**
8.4.1	The system should have the ability to send employer charges information to the IWD UI Tax system every quarter.			
8.4.2	The following files are currently sent to the IWD UI Tax system. Describe how these files will be provided by the new UI system.			
	Contributory employers:			
	- File with charges at employer account level			
8.4.3	*- File with charges at SSN level for each employer*			
8.4.4	*Reimbursable employers*			
	- File with charges at employer account level			
8.4.5	*- File with charges at SSN level for each employer*			
TAX TO BENEFITS				
8.4.6	The new UI system should consume the following information from the UI Tax system. Describe how this information will be consumed by the new UI system.			
	- Employer Information (e.g. Employer account, Account Type, Phone number, Address)			
8.4.7	*- Wage Information (e.g. SSN, Taxable Wages)*			
8.4.8	*- Wage Adjustment Information (e.g. SSN, New Wages)*			
8.4.9	Vendors should provide a comprehensive list of the UI tax data elements needed from the IWD UI Tax system in order to meet the requirements of this RFP.			
8.4.10	Describe the process(es) by which the UI system should consume UI tax data from the IWD UI Tax system.			
8.4.11	Describe any constraints within the vendor's knowledge that would limit or impact the process(es) by which the UI system consumes IT tax data from the IWD UI Tax system.			

8.5 INTEGRATIONS

8.5	**Requirement**	**Requirement Met**	**User Configurable**	**Details**
8.5.1	Describe the vendor's experience integrating with a Workforce Services solution that is hosted either by the state or by another vendor.			

8.5.2	Describe the vendor's experience integrating with a UI Tax solution that is hosted either by the state or by another vendor.			
8.5.3	Describe the vendor's experience exchanging data hosted by other state agencies or by another vendor.			
8.5.4	Describe the vendor's experience exchanging files prepared by other state agencies or by another vendor.			
8.5.5	Describe the vendor's capability to integrate with and/or align to a data warehouse solution.			
8.5.6	The system should have the ability to manage overpayments.			
8.5.7	The system should have the ability to recover overpayments via an e-payment portal.			
8.5.8	The system should integrate with LexisNexis for identity verification.			
8.5.9	The system should provide address verification functionality.			
8.5.10	The system should provide data to IWD for fraud detection.			
8.5.11	The system should have the ability to interface with IWD's document repository.			
8.5.12	The system should have the ability to interface with Clear2There for the transfer of appeals hearings information and recordings			
8.5.13	The system should have the ability to interface with DIA (Central Panel) and Higher Appeal Authority to transmit information and documents related to the appeal.			
8.5.14	The system should have the ability to interface with SIDES.			
8.5.15	Describe the vendor's capability to integrate with a state data warehouse solution.			
8.5.16	The system should verify SSN.			
INTERFACES				
8.5.17	Describe the ability of the system to provide the interfaces listed in Exhibit 8B. Vendor should indicate for each interface listed whether the UI system will provide the functionality.			
API's				
8.5.18	Vendors should provide a comprehensive list of the API's available in the system as an addendum to their response. The documentation provided should be the same documentation that would be provided to developers coding to utilize the API.			
8.5.19	The system should provide API's that will allow external agencies and partner systems to retrieve information about claimants, claims, appeals and UI program statistics.			
8.5.20	The system should provide API's for the following operations:			
8.5.21	*- Retrieval of claimant information by SSN or claimant ID*			

8.5.22	*- Search of claimant information by name and partial SSN (e.g. last 4 or 5 digits of SSN) or other potentially matching attributes such as phone number. Ideally, the name search would provide for matching on hypocoristic forms of a name (e.g. Bill would match William).*			
8.5.23	*- Retrieval of claim information by claimant SSN, claimant ID or claim ID*			
8.5.24	*- Retrieval of weekly claim history by claimant SSN, claimant ID or claim ID*			
8.5.25	*- Retrieval of benefits payments history by claimant SSN or claimant ID*			
8.5.26	*- Retrieval of Fact Finding decisions for a claimant by claimant SSN, claimant ID or claim ID*			
8.5.27	*- Retrieval of appeals decisions for a claimant by claimant SSN, claimant ID, claim ID or appeal number*			
8.5.28	*- Calculation of potential weekly benefit amount for a person's SSN. Note that this should not be considered an "official" monetary determination, but rather as an "estimate" that can be used by a partner entity. As such, the API would only use Iowa wages.*			
DESIGN				
8.5.29	Describe the security measures in place for integrations with external systems.			
8.5.30	The API's should be secured using one or more standards-based authentication mechanisms.			
8.5.31	The API's should be implemented as REST or SOAP, preferably both, over HTTPS. API's implemented over JMS are acceptable where appropriate. REST API's should be able to produce and consume both JSON and XML.			
8.5.32	Describe how the system will perform automated validation of data imported from external systems.			
8.5.33	Describe how the system provides an audit trail of requests received from external systems and responses sent, including information like date, time, records, status, errors, etc.			
8.5.34	Describe the ability of the system to offer a "publish/subscribe" service allowing other systems to be notified of updates.			

EXHIBIT 8B: INTERFACES						
	Name	**Type**	**Frequency**	**Data Sent from UI system**	**Received By Agency, Vendor, Provider**	**Data Received by UI system**	**Current/Future**
1	Alfresco Document Exchange	Data Feed/Web Service	On Demand	Claim/claimant documents (scanned, electronic) (CMIS API's)	Alfresco		Current
2	Clear2There	Data Feed	Daily	Appeal hearing information			Current
3	Employer Charges	Data Feed	Quarterly		IWD UI Tax	Quarterly Charges	Current
4	Employer Search	Web Service	Real Time	Employer name, employment address	Internal/External authorized user	Employer name, employment unit city	Current
5	ERA	Data Feed	On Demand	Notifications, mainframe transactions to change customer/claimant			Current
6	FCCC/MSDES	Data Feed	Quarterly	Claimant information on Federal statement of charges	US Federal/Military		Current
7	ICON	Web Service	Varies	Communication with all ICON operations except WRIS			Current
8	Iowa Department of Administration Services (DAS)	Data Feed	Daily	Accounting data (benefit payment files)		Accounting data confirmation	Current
9	Iowa Department of Administration Services (DAS)	Data Feed	Daily	Print files (decision notifications, monetary determinations, duplicate 1099G forms, etc.)			Current
10	Iowa Department of Administration Services (DAS): Vendor Offset System	Data Feed	Once a Month	Claimant/claim data for tax/vendor/casino-lottery offset			Current
11	Iowa Department of Human Services (DHS)	Bulk File Transfer	Daily				Current
12	Iowa Department of Human Services (DHS)	Data Feed	Daily	Claimant monetary information to DHS for child support recovery	DHS	Claimant file for Child Support	Current

#							
						Recovery [We send them the info and they match and send response of matches]	
13	Iowa Department of Human Services (DHS)	Data Feed	Daily	Child Support Recovery response	IWD	Court case # and child support amount owed	Current
14	Iowa Department of Human Services (DHS)	Data Feed	Daily	Claimant information of the individuals for the Iowa Centralized Employment Registry	IWD	Claimant and employer information identified as the State New Hires matches [IWD does the matching]	Current
15	Iowa Department of Human Services (DHS)	Data Feed	Friday		OCSE/DOL	Claimant information, sent to NDNH for match	Current
16	Iowa Department of Human Services (DHS)	Data Feed	Monday	Claimant information, match response from NDNH	IWD		Current
17	Iowa Department of Public Health (IDPH)	Data Feed	Daily	NA		Death Records	Current
18	IRS: Treasury Offset Program	Data Feed	Weekly	Claimant overpayment information, name/address updates		TOP tax offsets and reversals	Current
19	IWD UI Tax System (MIUI)	Data Feed	Quarterly	Employer charges		NA	Current
20	Labor Market Information (LMI)	Data Feed	On Demand	Claimant data used for reporting		NA	Current
21	National Change of Address	Data Feed	Quarterly	Claimant data	Info USA/vendor	Address change information	Current
22	Pondera	Data Feed	On Demand	Claimant data for fraud detection/cross matching	Pondera/vendor	NA	Current
23	Pre-paid Debit Card Vendor Claimant Changes	Data Feed	On Demand	Claimant data/address changes	Pre-paid debit card vendor TBD	NA	Current

24	Pre-paid Debit Card Vendor Set-up	Data Feed	Daily	New debit card set-up request	Pre-paid debit card vendor TBD	New debit card set-up response	Current
25	Railroad Retirement Board (RRB)	Data Feed	On Demand	NA	IWD UI system	Claimant data for wage cross match	Current
26	Railroad Retirement Board (RRB)	Data Feed	On Demand	NA	IWD UI system	Claimant data for benefits cross match	Current
27	Railroad Retirement Board (RRB)	Data Feed	On Demand	Claimant PII, wage data response	Railroad Retirement Board	Claimant data wage response	Current
28	Railroad Retirement Board (RRB)	Data Feed	On Demand	Claimant PII, claim data response	Railroad Retirement Board	Claimant claim data response	Current
29	RESEA Client Selection	Web Service	Real Time	Selection of RESEA participants	IWD UI Benefits	Marking claimants 'selected' for participation	Current
30	SIDES	Web Service	Daily	Notice of Claim to SIDES employers	SIDES/vendor	Potentially disqualifying separation data	Current
31	Sun System	Data Feed	Daily, Weekly, Monthly, Quarterly, Bi-Annually	Data validation for benefits, charges, overpayments and (Note: Receive back bi-annual reports through the appeal data. Oracle Sun System with any discrepancies.) (Note: the UI and RES REA Federal Reports sent to the USDOL provides TAA/TRA petition data Oracle Sun System and USDOL picks it up for all states from that system. Ex: ETA227, ETA5159, ETA718, ETA231, ETA9048 Federal reports)			Current
32	Wage Adjustment	Web Service	Real Time	Wage adjustments	UI system	NA	Current
33	Wage Lookup	Web Service	Real Time	Employer details and wages from the tax database	Internal/External authorized user	Social Security Number	Current
34	FSDES	Data Feed	Quarterly	Billing portion of Federal State Data Entry System	US Federal/Military		Future

35	Higher Authority/Employment Appeal Board (EAB)	TBD	Real Time	Appeal and claim documents, appeal decisions	IWD UI Benefits	Appeal status, EAB decisions, remanded cases, EAB documents for appeal review	Future
36	Internal Revenue Service (IRS SS12)	TBD	Quarterly	NA	US Internal Revenue Service	IRS SS12 file	Future
37	Iowa Department of Corrections (DOC)	TBD	Monthly	Claimant incarceration verification	Iowa Workforce Development		Future
38	Iowa Department of Inspection and Appeals	TBD	TBD	UI Claimant and claim data for appeals	IWD UI Benefits	Hearing schedule date/time, DIA ALJ appeal decision	Future
39	Iowa Department of Transportation	TBD	Real Time	Claimant PII for identity verification	DOT	DOT verification response	Future
40	IowaWORKS	TBD	Real Time	Claimant PII TRA, ATAA/RTAA information RESEA-qualified claimant pool	IowaWORKS	RESEA attendance data, verification claimant RESEA selection, TAA information, work registration status	Future
41	LexisNexis	TBD	Real Time	Claimant PII	LexisNexis	Identity verification questions and correct answers	Future
42	Systematic Alien Verification for Entitlements (SAVE)	TBD	Real Time	Claimant PII and alien information	ICE/SAVE system	Alien verification response	Future
43	Federal Department of Labor	Data Feed	Monthly, Quarterly	ETA reports, data validation with PII data (SUN server)	US Department of Labor		Current
44	Federal IRS (TOP)	Data Feed	Monthly	Claimant PII for over payment recovery	US Internal Revenue Service		Current
45	Iowa Department for the Blind	TBD	TBD		Iowa Department for the Blind		Current
46	Iowa Department of Commerce, Alcoholic	TBD	TBD		Iowa Department of Commerce		Current

	Beverages Division, Licensing Section					
47	Iowa Department of Education (IDOE)	Data Feed	On Demand	Wage data for training programs	Iowa Department of Education (IDOE)		Current
48	Iowa Department of Revenue (IDR)	Data Feed	Daily	Claimant pre-issue request for payment	Iowa Department of Revenue (IDR)		Current
49	Iowa Department of Treasury	Data Feed	On Demand	Delete/reversal of payment response	IWD UI Benefits		Future
48	Iowa Department of Treasury	Data Feed	On Demand	Crossmatch file with claimant name, SSN	IWD UI Benefits		Current
49	Iowa Department of Treasury	Data Feed	On Demand	Check/warrant cancellation requests	IWD UI Benefits		Current
50	Iowa Department of Treasury	Data Feed	On Demand	Return/NOC Report, Intraday Composite Report, ACH	IWD UI Benefits		Current
51	Iowa Department of Treasury	Data Feed	On Demand	Reject report	IWD UI Benefits		Current
52	Iowa Department of Treasury	Data Feed	On Demand		IWD UI Benefits		Current
53	Iowa Office of the Chief Information Officer (OCIO)	Data Feed	On Demand	Claimant PII, notice form, reports	Iowa Department of Administrative Services (DAS)		Current
54	Iowa Vocational Rehabilitation Services (IVRS)	TBD	TBD		Iowa Vocational Rehabilitation Services (IVRS)		Current
55	Office of Child Support Enforcement	Data Feed	Daily	Claimant data used for cross match against court cases	Iowa Department of Human Services (DHS)		Current

Exhibit 9	Scored System Requirements

When responding to the Scored Requirements in Exhibits 8, 8B, 9 and 10, please provide a response as described below.

When responding to the "Requirement Met" column, please identify how the Requirement will be met by entering one of the options below.
- "**S**" (Standard): The Solution supports the requirement without any configuration or programming changes
- "**M**" (Modification): The Solution will be modified to meet the requirement
- "**3P**" (Third Party): The Solution supports the requirement by adding a 3rd party product to meet some/all of the requirement

If the Solution will not meet the requirement, enter "**No**".

When responding to the "User Configurable" column, please identify whether the requirement is configurable by non-technical staff by entering a "**Yes**" or "**No**". This response should be provided independently from the "Requirement Met" response.

Supporting comments may be provided for each requirement in the "Details" column.

Supporting documentation may be provided for each requirement as an attachment to the Proposal.

When responding to the Scored Requirements in Exhibit 11, please provide a written detailed response to each requirement.

For all the requirements in Section 4, Exhibits 7, 8, 8B, 9, 10 and 11, understand that merely repeating the requirements may be considered non-responsive and may disqualify the Respondent. Proposals shall identify any deviations from the requirements of this RFP or requirements the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the guidance for this section, the Agency may elect to reject the Proposal from further consideration.

EXHIBIT 9: SCORED SYSTEM REQUIREMENTS				
9.1	**Requirement**	**Requirement Met**	**User Configurable**	**Details**
9.1.1	The system should provide online user guides, on-screen or one-click help text. (e.g. hover text, help button or menu)			
9.1.2	The system should indicate required fields and prompt customer to complete these fields prior to processing.			
9.1.3	The system should ensure all data is "real time" and immediately available for viewing unless otherwise specified in the contract. (e.g. batch files from other agencies.)			
9.1.4	The system should provide access to real-time information necessary for performance measurement, workflow analysis, and resource management.			

9.1.5	The system should be able to merge customer accounts in those cases in which a customer receives services or interacts with the system under multiple accounts.			
9.1.6	The system should only enable access to SSNs through user administration privileges.			
9.1.7	The solution should accommodate electronic signatures.			
9.1.8	The system should be able to enable a single sign-on for a given user.			
9.1.9	The system should only allow authenticated users to perform any transactions.			
9.1.10	Describe any experience you have integrating with Geographic Solutions Virtual OneStop (VOS) product.			
9.1.11	The system's appeal process should be integrated with the UI system.			
9.1.12	The system should have the ability to set user administration privileges as granular as data fields on a screen.			
9.1.13	The system should provide the Agency the ability to edit administration privileges.			
9.1.14	Please attach a screen shot of the management dashboard.			
9.1.15	Describe how the system will handle accounts.			
9.1.16	The system should have a customer facing web portal for both Claimants and Employers.			
9.1.17	The system should allow the customer to personalize preferences for displays, correspondence, and language.			
9.1.18	The system should allow a Customer to retrieve username and reset password via a self-service feature.			
9.1.19	The system should comply with the industry security standards for user IDs, passwords, and security questions.			
9.1.20	The system should have the ability to allow Customers to schedule appointments, receive notifications about upcoming appointments, and check in to appointments through the system.			
9.1.21	The system should have the ability to allow Customers to receive email and text message communications that will alert them to relevant events, job postings, and other information.			
9.1.22	Describe how the system handles general ledger transactions. List the supported general ledger transactions.			
9.1.23	Please provide samples of the general ledger reports.			
9.1.24	The system should allow users with proper permission to maintain business rules.			
9.1.25	The system should prompt a user to respond before a session times out.			
AUDIT TRAIL				

9.1.26	The system should provide an audit trail of staff and customer actions and other transactions taken in the system.			
9.1.27	Please provide a sample of the audit trail.			

	DOCUMENT MANAGEMENT			
9.1.28	Describe the system's ability for document intake. Include: functionality for use by staff and customers that include scanning documents and/or taking and uploading pictures of the documents in a variety of formats to include at least pdf, jpg, tif, gif, png and rtf.			
9.1.29	The system should have the ability to interface with our current document management system, Alfresco.			
9.1.30	The system should be able to send correspondence and documents generated from tax system and on-line transactions and create images for retrieval, viewing and printing in imaging system.			
9.1.31	The system should allow user the ability to update indexing of an imaged document.			
9.1.32	The scanning process should automatically index documents.			
9.1.33	The system should be able to generate a workflow if document cannot be automatically indexed.			
9.1.34	The system should be able to read incoming correspondence using Optical Character Recognition (OCR) or Optical Mark Recognition (OMR) technology.			
9.1.35	Describe what functionality your system has for a searchable policy and procedure repository.			
	MOBILE AND SOCIAL MEDIA			
9.1.36	The system should include a responsive website.			
9.1.37	Describe the system's mobile application abilities. Include a list of mobile devices that have been tested with the proposed solution.			
9.1.38	Describe the system's capabilities to support Agency communication with Customer through text and email notification as needed.			
	ACCESSIBILITY			
9.1.39	Describe the translation capability of the proposed solution (including forms, web pages, and documents) for the languages listed below and if they are able to be manually translated: • Spanish • Chinese • Vietnamese • Bosnian • Lao • Korean • Arabic • German • French • Hindi • Tagalog			
9.1.40	The solution should comply with ADA regulations for disability access, including but not limited to, the self-service functionality.			

	CORRESPONDENCE			
9.1.41	The system should allow users to specify preferred method of communication for their accounts via self-service.			
9.1.42	The system should have the ability to print documents and render documents in a format that can be emailed (e.g. example PDF).			
9.1.43	The system should provide the ability to survey to customers based on certain transactions or a certain set of criteria and gather and report feedback.			
9.1.44	The system should be able to track surveys by region and by the program(s) in which the customer was enrolled.			
9.1.45	The system should be able to generate notifications and correspondence for specific events.			
9.1.46	The system should allow the Agency to author, design and test templates for correspondence, forms and other document types.			
9.1.47	Describe the capability for placing unique identifiers and other items such as bar code information on documents for ease of processing, routing, and indexing.			
9.1.48	The system should be able to reprint originals and reissue correspondence with latest information from the database (e.g. reprint 1099-G Form)			
9.1.49	The system should provide ability for staff to select predefined messages to add to forms and documents.			
9.1.50	The system should be able to automatically pre-populate variable fields when generating certain correspondence per state business rules			
9.1.51	The system should have the ability to make templates configurable by staff.			
9.1.52	The system should provide ability for notices to be generated based on business rules (e.g. Notice of Claim to the claimant, base period employers and the last employer, when the claim is processed, Notice of Hearing to all parties identified for participation in an appeal hearing, when the appeal is scheduled, etc.)			
	REPORTING			
9.1.53	The system should be able to generate scheduled reports and electronically distribute and archive.			
9.1.54	The system should allow for user administration privileges of current and archived reports.			
9.1.55	The system should allow for Ad Hoc reporting capabilities and tools.			
9.1.56	The solution should meet all Federal reporting requirements.			
9.1.57	The system should provide an interactive user interface to access and view report information.			
9.1.58	Provide a sample of a report showing all screens accessed by staff.			

9.1.59	The system should allow authorized Agency staff to generate reports.			
9.1.60	The system should require Agency staff to review report data prior to Federal submission.			
9.1.61	The system should allow automatic data validation/error checking for all system generated reports.			
9.1.62	The system should allow Agency staff to create, modify, delete and/or clone report templates.			
9.1.63	The system should maintain previous versions of reports.			
9.1.64	The system should allow Agency staff to generate reports from templates.			
9.1.65	The system should allow Agency staff to schedule reports based on defined event(s).			
9.1.66	The system should allow Agency staff to establish consistent presentation for all reports.			
9.1.67	The system should allow Agency staff to export report data in various formats (PDF, csv, xls, etc.). Please list formats supported in your system.			
9.1.68	The system should allow Agency staff to inhibit reports that affect system performance.			
9.1.69	The system should allow Agency staff to enter/execute queries to retrieve summary data.			
9.1.70	The system should allow Agency staff to generate log file and error log reports.			
9.1.71	The system should provide ability to direct reports to various outputs (file, email, etc.).			
9.1.72	The system should allow complex calculations/aggregates (%, rolling sum, comparisons)			
9.1.73	The system should provide the ability to compare and cross reference historical data and current data.			
9.1.74	The system should provide the ability to produce reports that contain graphics and other media.			
9.1.75	Please provide a list of available management reports.			
9.1.76	Please provide a list of available fraud detection reports.			
WORKFLOW				
9.1.77	The system should have the ability to support push-based and pull-based workflows.			
9.1.78	The system should have the ability for staff to set workflow reminders for follow-ups.			
9.1.79	The system should provide the user with proper permissions with the ability to review and reassign workflows (e.g. reassign scheduled interviews/hearings to another staff member).			
9.1.80	The system should provide staff access to a dashboard of daily work activities (e.g. an overview of his/her scheduled interviews and hearings for the day, links to case records, and any other follow ups that need to be completed).			

9.1.81	The system should provide alerts and reminders to staff about workflows, based on business rules.			
9.1.82	The system should provide the ability for the workflows to be automatically assigned to staff based on Agency defined parameters (e.g. skill set, issue type, language abilities, schedule, last two digits of the employer account number, etc.)			
9.1.83	The system should have the ability to automatically prevent duplicate issues from being created.			
9.1.84	The system should have the ability to automatically establish a work item and add it to staff workflow.			
9.1.85	The system should have the ability to remove a work item based on business rules.			
9.1.86	The system should provide Staff the ability to cancel the creation of identified work items during a manual filing of the claim or weekly claim.			
9.1.87	The system should be able to create and maintain various statuses (e.g. open, closed, canceled, etc.) of staff work items per state business rules			
9.1.88	The system should allow the user with proper permission to view and search for all work items per state business rules			
9.1.89	The system should alert management if a user is running behind on work or coming up on a due date based on the parameters set by IWD (e.g. 15 minutes late on a Fact Finding interview; one day prior to a decision being due).			
9.1.90	The system should be able to generate a real-time status of a Fact Finding interview assigned to each Staff member.			
9. 2 APPLICATION				
9.2.1	Provide C3 (context, container and component) model of the Benefits system architecture.			
9.2.2	Provide C3 (context, container and component) model of the Tax system architecture			
9.2.3	Provide high level logical data flow between the components of the Benefits system			
9.2.4	Provide high level logical data flow between the components of the Tax system			
9.2.5	Provide high level logical data flow diagram between tax and benefits systems			
9.2.6	Provide details of the application architecture of the UI system with information about the technology stack. Please cover both web application and batch processes.			
9.2.7	Please provide information about open source and proprietary software and tools needed to develop and run the UI application.			
9.2.8	Provide the details of types of code coverage metrics captured for the application and the recent trends of the same			

9.2.9	Provide the details of types of test coverage metrics captured for the application and the recent trends of the same			
9.2.10	Provide the details of static and dynamic code analysis results and the recent trends of the same			
9.2.11	Describe how the system is built to support multiple languages. Please provide the details of manual translation and use of software/tools like google translate.			
9.2.12	Describe the technology that supports responsive web pages			
9.2.13	Describe how the system is set up to support single sign on with other systems.			
9.2.14	Does the system support workflows? If so, provide details of the underlying technology.			
9.2.15	Describe the steps involved in modifying an existing workflow or business process.			
9.2.16	Describe the technology available out of the box to integrate with document repository			
9.2.17	Does the UI system offer rules engine-based business rules development and implementation? Describe how the state would be able to implement changes to rules brought about by changes in legislation or Department of Labor directives by themselves.			
9.2.18	Describe the design principles that govern the development of the application ensuring reliability, maintainability, secure and scalable			
9.2.19	Describe how the system provides functionality for the production and maintenance of correspondence and forms, including the following:			
	Describe the functionality to create and reuse templates.			
9.2.20	Describe the functionality for standard text blocks to be reused within multiple templates.			
9.2.21	Describe the functionality to provide repository and management features for templates.			
9.2.22	Describe the functionality to create, populate, print, reprint and manage correspondence and forms.			
9.2.23	Describe role-based access to forms and templates.			
9.2.24	Describe the functionality to track transmittal of correspondence.			
9.2.25	Describe the ability of users to modify templates and generate correspondence and forms.			
9.2.26	Describe the capability for placing unique identifiers and other items such as bar code information on turnaround documents for ease of processing and indexing.			
9.2.27	Describe the ability to scan and digitally index incoming correspondence. Provide details about the OCR/OMR technology, if available.			

9.2.28	Describe the ability to generate mass mailings through multiple transmission methods (e.g. email, fax blast, USPS, etc.)			
9.2.29	Describe the ability to archive and order reports for subsequent retrieval and review.			
9.2.30	Describe how the UI system provides the ability for designing, developing, scheduling, monitoring and managing reports and report output.			
9.2.31	Describe any parameter driven capabilities available during report generation, e.g. design standards used on reports such as unique identifiers, headings, titles, dates, requesting user IDs, page counts, summaries, totals, groupings, and parameters.			
9.2.32	Describe how the system is built to avoid users from running large reports that might affect the overall performance of the system or cause other side effects.			
9.2.33	Describe the framework for batch processes and their monitoring capabilities.			
9.2.34	Provide a list of out-of-the-box batch processes with a brief description of the functionality including execution timelines.			
9.2.35	Describe how the system is built to support the following for batch operation: - Modify job execution schedule			
9.2.36	- Kickoff jobs manually if needed			
9.2.37	- Set run priority in a series of jobs			
9.2.38	- Ability to track progress of a job			
9.2.39	- Set up notifications and alerts			
9.2.40	- Ability for authorized users to cancel/undo cancel the batch process completely or edit transactions within a batch process before the process begins			
9.2.41	- Provide resubmit of batch processes and transactions			
9.2.42	- Create backups of batch transaction data			
9.2.43	Describe how the system ensures that batch jobs recover in the event of a failure.			
9.2.44	Describe how security is ensured during transfer and receiving of data fails.			
9.2.45	Does the UI system have a separate database to run reports against?			
9.2.46	Does the vendor have comprehensive documentation of all error codes and corresponding messages?			
9.2.47	Describe the technology goals/road map that is planned for the UI system to make sure that technology does not become obsolete.			
9.2.48	Describe the process for customer involvement in the product roadmap decisions.			
9.2.49	Describe the out of the box health check metrics monitored for different components of the system and their notification mechanism.			

9.2.50	Please explain the measures taken to ensure that the latest version of the browsers mentioned below are supported in desktop and mobile version: Internet Explorer Chrome Edge Safari Firefox			

9.3 SECURITY				
9.3	**Requirement**	**Requirement Met**	**User Configurable**	**Details**
9.3.1	Describe the support for individual and role-based access.			
9.3.2	Describe how the system can support managing access in application level, function level within the application, screen level, data fields level.			
9.3.3	Describe how the UI system supports logging modifications made to users' roles/permissions/access levels.			
9.3.4	Provide details of how the system has support for the following: - time-out feature to log a user off due to inactivity - log unsuccessful logons and lock out users after certain number of unsuccessful attempts defined by the customer - allow system admins to terminate user sessions - restrict simultaneous logins with the same user credentials. - provide the capability to suspend/deactivate a user account for a specified amount of time			
9.3.5	Can the system admin enforce constraints on passwords?			
9.3.6	Is offline data access available in the event of loss of connectivity?			
9.3.7	Describe the vulnerability assessment and penetration testing done on the system.			
9.3.8	Describe the following: Ability to place audits on data elements, user accounts, security roles. Ability to generate audit trail and notification. Auditing capabilities should record time/date stamps and user information to identify transaction initiator, before and after value of the changed item.			
9.3.9	The UI system should support Secure Sockets Layer (SSL) Version 3.0 or higher (preferably TLS 1.1 or 1.2). SSL V2.0 should not be supported.			
9.3.10	Describe the encryption protocols used to protect sensitive data while in storage			
9.4 DISASTER RECOVERY				
9.4	**Requirement**	**Requirement Met**	**User Configurable**	**Details**
9.4.1	Describe how the UI system offers data and system backup and recovery capabilities in the event of a natural or man-made disaster.			
9.4.2	Describe how the UI system supports a prioritized disaster recovery that ensures that critical functions can operate independently of other system functionality.			

		Requirement Met	User Configurable	Details
	Include how the system remains available to end-users during backup.			
9.4.3	Describe how the UI system incorporates automated scheduling of data backup.			
9.4.4	Does the UI system support prioritized functionality that ensures that more highly prioritized functions receive resources before lower prioritized functions? If yes, then please explain.			
9.4.5	The UI system should store and provide notifications of system outages, degradations or other unusual circumstances through multiple communication platforms.			
9.4.6	Describe how the contractor can ensure service delivery in event of an outage. Provide details about RTO (Recovery Time Objective) and RPO (Recovery Point Objective)			

9.5 DATA MANAGEMENT, CONVERSION, MIGRATION REQUIREMENTS

9.5 Requirement		Requirement Met	User Configurable	Details
9.5.1	Describe the data warehousing and/or data mart capabilities available, if any.			
9.5.2	Please confirm if reports are generated from a data warehouse or from a reports database. If neither of these are true, provide the details of how the system is built to ensure that running reports will not affect the system's performance.			
9.5.3	Describe your approach to normalization, data accuracy, integrity, security standards, replication and redundancy.			
9.5.4	Describe the UI system's data archive functionality, if available.			
9.5.5	Describe the data migration strategy to migrate existing data over to the vendor system. Please provide the break-down of stages and steps and the goals achieved in each stage. The strategy should address the following at a minimum. 1) Data cleansing 2) Data profiling 3) Data Mapping 4) Data Extraction 5) Data Transformation 6) Data Load 7) Validation 8) Rollback			

9.6 SYSTEM PERFORMANCE, AVAILABILITY, SCALABILITY

9.6 Requirement		Requirement Met	User Configurable	Details
9.6.1	Provide the details of standards established for response times (e.g. page navigation response time, search response time, database transaction response			

		Requirement Met	User Configurable	Details
	time, report generation response time, etc.). Provide details of how it is measured and enforced.			
9.6.2	Describe how the system is scalable to accommodate performance spikes.			
9.6.3	Provide the details of performance statistics and benchmarks. Please include past trends and future roadmap			
9.6.4	Provide the details about the scalability of the system in terms of additional utilization, users, transactions, maintain peak performance, withstand spikes in utilization etc.			
9.6.5	Describe how sudden demand surges are managed.			
9.6.6	Describe how planned growth in demand is managed.			
9.6.7	Describe how the system handles intake and storage of sensitive information like SSN, passwords etc.			
9.6.8	Does the system support multifactor authentication? Provide details of the methods supported.			
9.6.9	Describe how the system is configured with redundancy with details about high availability cluster configuration, load balancing techniques used, automatic failover capability, fault tolerance, etc.			
9.6.10	Describe the scheduled availability guaranteed by the vendor for the UI system.			
9.6.11	Describe how the system ensures protection against programmatic security concerns (e.g. SQL injection, cross site scripting, etc.)			
9.6.12	Describe how the vendor would handle a security breach.			

9.7 HOSTING

9.7	Requirement	Requirement Met	User Configurable	Details
9.7.1	Describe if the vendor can support IWD to host the UI system in a cloud environment whether it is a hosted by the vendor or by a third party like Microsoft Azure or AWS.			
9.7.2	Describe the managed services provided by the vendor in case of a hosted environment.			
9.7.3	If it is a vendor hosted environment, the vendor should make minor repairs, perform routine maintenance, perform system checks, archiving and backups, etc. without taking the application out of service without appropriate notification to the state.			
9.7.4	If it is a vendor hosted environment, the vendor should maintain current patch levels on the operating systems, servers, and services during development, testing, go-live, and warranty periods.			
9.7.5	If it is a vendor hosted environment, describe how the system provides a means to monitor and do detailed analysis of all aspects of the hosting service including application availability, statistical reporting of real-time or historical performance information (uptime, outages,			

	degradations etc.), interfaces, batch jobs, resource utilization and other activities.			
9.7.6	If it is a vendor hosted environment, describe how the services hosted for IWD are isolated and decoupled from services hosted for other states and agencies.			
9.7.7	Is the vendor hosting environment geographically disbursed and not located in a natural disaster zone? (e.g. flood plains and hurricanes)			
9.7.8	Can the base product be deployed in a sand box environment at the beginning of the project?			
9.7.9	Describe the physical security of the hosting environment.			
9.7.10	The vendor should develop and deliver an Incident Reporting Plan that will provide the state with a reliable and timely process for indemnifying and communicating the occurrence of Adverse Events and Security Incidents to the state. Reporting would include business groups impacted and statistical reports on outage impacts and network events.			
9.7.11	The UI system should include an incident alerting and notification system to track intrusion.			
9.7.12	The UI system should provide a security report that includes security failures and possible security risks.			

Exhibit 10	Scored General Requirements

When responding to the Scored Requirements in Exhibits 8, 8B, 9 and 10, please provide a response as described below.

When responding to the "Requirement Met" column, please identify how the Requirement will be met by entering one of the options below.

- "**S**" (Standard): The Solution supports the requirement without any configuration or programming changes
- "**M**" (Modification): The Solution will be modified to meet the requirement
- "**3P**" (Third Party): The Solution supports the requirement by adding a 3rd party product to meet some/all of the requirement

If the Solution will not meet the requirement, enter "**No**".

When responding to the "User Configurable" column, please identify whether the requirement is configurable by non-technical staff by entering a "**Yes**" or "**No**". This response should be provided independently from the "Requirement Met" response.

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Supporting documentation may be provided for each requirement as an attachment to the Proposal.

When responding to the Scored Requirements in Exhibit 11, please provide a written detailed response to each requirement.

For all the requirements in Section 4, Exhibits 7, 8, 8B, 9, 10 and 11, understand that merely repeating the requirements may be considered non-responsive and may disqualify the Respondent. Proposals shall identify any deviations from the requirements of this RFP or requirements the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the guidance for this section, the Agency may elect to reject the Proposal from further consideration.

EXHIBIT 10: SCORED GENERAL REQUIREMENTS				
10.1 TESTING				
10.1	**Requirement**	**Requirement Met**	**User Configurable**	**Details**
10.1.1	The contractor will develop an initial and comprehensive Testing Plan that describes the approach to testing, mapping to requirements, and approach to test coverage. The results should confirm system is configured to meet all IWD requirements. This evidence should be in a form that is reviewable and understandable by IWD business resources to verify the result of the Testing. The components to be tested should, at least, include:			
	- All aspects of the configured contractor software			
	- All interfaces and integration with external systems			

	- All reports			
	- Security			
	This plan will also describe the levels of testing to be performed (e.g. Test Case, Test Scenario, etc.), the objective of each level, and how the objectives will be achieved.			
10.1.2	Prior to user testing, all test scripts and scenarios should be mapped through a Requirements Traceability Matrix, reviewed with, and approved by IWD.			
10.1.3	The contractor should repeat the testing of any test category until IWD approves the user acceptance test results.			
10.1.4	The contractor should maintain a repository of test artifacts, executables, scripts and test cases and place them under version control using a configuration management process. At the conclusion of the project, a copy of the repository should be turned over to the State.			
10.1.5	The contractor should provide a list of tools and products to be used for testing. The contractor will describe how the tools will be used and by whom. This includes any products and procedures used to produce test conditions and expectations, control test execution and scheduling, comparing actual outcomes to predicted outcomes, setting test preconditions, automating actual tests, capturing keystrokes, regression testing, volume testing, tracking defects, resolution, and retests, and other test results and reporting functions.			
10.1.6	The contractor should conduct a stress test on the fully configured and tested system using production transaction volumes, and prepare and submit a stress test report demonstrating the results of the test. The acceptance testing process should allow the Agency to verify the contractor's performance claims prior to the implementation of the system. This performance testing also may be executed at earlier times in the project to help ensure the final stress test will meet all expectations.			
10.1.7	The system should provide the Agency access to business rules engine to add new and edit the existing business rules.			
10.1.8	The system should provide the Agency access to a business rule test generator using real data.			
10.1.9	The contractor will develop a Final system Acceptance Report that should be approved before implementation of each part of the system. The Report will include:			
	- Description of all Testing that occurred and the results of that Testing with evidence;			

10.1.10	- Description of all Training that occurred;			
10.1.11	- Description of all Data Conversion that occurred and the results of that Data Conversion with evidence;			
10.1.12	- List of all outstanding defects that are known to impact IWD requirements; and			
10.1.13	- Rollback Plan in the event serious issues occur.			
10.1.14	If the system is implemented in a phased approach, a Report should be produced for all aspects above that apply only to the corresponding implementation.			
10.1.15	The contractor will develop an Overall Implementation Project Plan. This Plan should include: - The timeline of ALL implementation activities			
10.1.16	- All contractor resources and any subcontractors (include resumes of all contractor and subcontractor resources including experience)			
10.1.17	- IWD resources required and their role			
10.1.18	- A rollout plan that includes best practices used by other states			
10.1.19	- A plan for the development of all interfaces and reports including any IWD resources that will be required			
10.1.20	The overall Implementation Plan should include a detailed listing of all data and processes that IWD should align across the Agency in order to configure the system and should be aligned to DOL's Pre-Implementation Checklist requirements.			
10.2 TRAINING				
10.2	**Requirement**	**Requirement Met**	**User Configurable**	**Details**
10.2.1	The contractor should develop a Training Plan that ensures adequate and thorough training of the following groups: - All IWD personnel and partners (approximately 450+ people). This includes IWD systems support resources as well as all IWD Workforce professionals. - Non IWD Users for Employers, Claimant, Third Party			
10.2.2	The contractor should prepare and install permanent training data that supports the planned training courses. The training data and supporting files will contain necessary data conditions for each training course. The training data should be capable of being reset or staged as needed to allow proper alignment of training data to training objectives. Instructions for operating and maintaining the training data will be provided to the State during technical and operations training.			
10.2.3	The contractor should provide one (1) set of training materials per student per class, and one (1) set of			

	instructor materials per instructor per class unless otherwise approved by the State.			
10.2.4	The contractor should provide updated training materials and user guides for any system version upgrades within five (5) business days of upgrade.			
10.2.5	Training delivery methods for system users (individuals and employers), state level administrators, workforce system staff, and part owner Agency staff should include at minimum training that is:			
	A. conducted in person in multiple locations throughout the state with supplemental distance training.			
	B. delivered to appropriately-sized groups of participants.			
	C. delivered using detailed, step-by-step user instructions and system guides that include data dictionaries.			
	D. delivered void of any and all personally identifying data in training materials and examples prior to live demonstration or prior to sharing training materials.			
10.2.6	The contractor should provide specialized Train the Trainer for a group of approximately 50.			
10.2.7	Describe any training materials that are required to be developed specifically for this implementation and any IWD resources required to be involved in the development.			
10.2.8	System should allow for a training option to set up test claims and cases to be reviewed for quality			
10.2.9	System should allow for permissions to be set up for a staff person to be set "in training" for all their work to set in a queue to be reviewed by a trainer to be submitted for processing.			

10.3 DOL AND STATE AUDITS AND COMPLIANCE

10.3	Requirement	Requirement Met	User Configurable	Details
10.3.1	Describe how the system is prepared to meet DOL and State audits, particularly for software, security, and the external network. Also specify what support and assistance you will provide for these audits.			
10.3.2	Describe how the system is accessible to differently-abled users.			

10.4 IMPLEMENTATION, MAINTENANCE, SUPPORT

10.4	Requirement	Requirement Met	User Configurable	Details
10.4.1	Describe in detail the phases in which the roll out of the UI functionality will be done.			
10.4.2	Describe the process in place for letting the vendor know of issues/defects/feature requests.			

10.4.3	Describe the administrative, monitoring and troubleshooting tools provided for system admins on customer end. Would the monitoring tools retain the historic data?			
10.4.4	Describe the release schedule followed by the vendor and the communication process for major/minor releases.			
10.4.5	Describe the development process used by the vendor to rollout application changes and infrastructure changes.			
10.4.6	Does your development cycle support continuous design, continuous testing and continuous integration? Please provide information about how this is achieved and the tools that facilitate this process.			
10.4.7	Describe the tools/process offered that would allow monitoring and guaranteed delivery of functionality.			
10.4.8	Describe how the vendor provides a means to track software and hardware updates/failures/replacements			
10.4.9	Describe how the vendor ensures test coverage and perform different kinds of tests like performance tests using production load, integration tests, vulnerability tests, functional tests, etc. on a fully configured production-like system.			
10.4.10	Describe how the vendor provides optimization of the system including servers in all tiers, data repository, network components etc.			
10.4.11	Describe the levels of support including SLAs provided by the vendor when contacted for support.			
10.4.12	Would additional software be needed to access file formats that could be part of the UI system like pdfs, media files, etc? If so, please provide details.			
10.4.13	Describe how IWD can monitor the system health and performance through dashboards, metrics, notifications and error logs			
10.4.14	Provide details of scheduled maintenance windows			
10.4.15	Technical Support: The contractor should provide to the Agency a contact phone number that the State Agency can use to report technical system problems. The phone number, if not a direct contact line to the contractor support structure, should provide a maximum of a 30-minute call back response by contractor personnel during support hours identified herein. A toll-free telephone number for support is preferred.			
10.4.16	The contractor should provide personnel to perform technical support functions who have excellent English communication skills.			
10.4.17	The contractor should provide unlimited phone and email support during the duration of the contract.			

	The contractor, directly or through a contracted third party, should provide technical/help desk support Monday through Saturday, at least eight hours per day, that overlap with the normal state Agency operating hours of 8:00 a.m. to 5:00 p.m. Central Time.			
10.4.18	The contractor should keep a log of all maintenance/technical support calls made to the help desk/technical support personnel, and document the complaints and problems reported to the help desk system by state Agency staff utilizing the website. The log should be made available to the state Agency upon request. All data captured in the log should be the property of the State and be provided to the State at the end of the contract and upon written request by the State. The log should contain, at a minimum, the following information:			
	- Time of call			
	- Name of caller			
	- Name of contractor staff receiving call			
	- Caller's telephone number and/or email address			
	- Description of reported problem/complaint			
	- Priority/severity of the problem			
	- Whether the problem/complaint was resolved at time of call			
	- Description of any follow-up investigation/resolution plans			
	- Assigned case number if resolution not provided during call			
	- Date of and description of final resolution			
10.4.19	The contractor should provide standard reports, upon State Agency request, that categorize calls and issues received by the contractor that, at a minimum, include the following:			
	- Give insight to issues users are encountering			
	- Give insight to potential training issues on system use relevant to procurement policy			
	- Give statistical data on call/issue volumes with breakdowns by Agency and user and time taken to resolve calls			
10.4.20	Electronic Support: The contractor should provide electronic support. Electronic support includes the ability to report problems to the contractor on-line, the ability to browse a database containing problems, technical questions, and the ability to fix problems electronically.			
10.4.21	The contractor should ensure that all installed software stays current with supported versions of all underlying software.			

10.4.22	The contractor should provide any system modifications or additions necessary to enable the system to operate according to all mandatory technical and functional requirements. All system modifications and additions implemented should become part of the base product and not require additional fees/costs in the future to reapply these changes when the system is upgraded.			
10.4.23	Please attach a copy of your Service Level Agreement.			

Exhibit 11	Scored Vendor Requirements

11.1   Introduction
The State and IWD are fully committed to ensuring a successful Unemployment Insurance Modernization Project and the selected Responsible Respondent is an integral part of the State and IWD achieving its mission.   Due to the size and scope of this project, the Responsible Respondent's previous demonstrable deliverables, past performance, strong UI business knowledge, Quality Management Plan and best practices, are critical to success.

We are looking to the selected Vendor to help us achieve the vision and mission of the UI Modernization Project by establishing a robust, strategic relationship with the State's Management Team. Our definition of a robust strategic relationship includes:
1) The highest levels of integrity
2) An unrelenting commitment to the mission and vision
3) An eagerness for success in the project
4) A proven record of success with large UI projects
5) An obligation to perform through sound development, delivery and sustainment methodologies
6) A demonstrated cooperative approach to UI Modernization through collaboration and effective communications
7) A legal Agreement between the parties to conduct specific activities, processes, and deliverables to achieve the specified goals and objectives of this RFP.

Please describe in detail your written responses for the areas identified above.

11.2   General Respondent Information
  11.2.1 Background Information
  Please provide the following background information:
  - Does your state have a preference for instate Contractors?
    Yes/No. If yes, please include the details of the preference.
  - Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's, assumed names, or other operating names of the Respondent and any local addresses and phone numbers
  - Form of business entity (e.g. corporation, partnership, proprietorship, or LLC)
  - Copy of W-9
  - State of incorporation, state of formation, or state of organization
  - The last five years of financial statements to demonstrate the organization is fiscally solvent
  - The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP
  - Number of employees
  - Description of services provided
  - Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal
  - Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the

goods and/or services the subcontractor would perform. Respondent's accounting firm

Please note: The Awarded Contractor will be required to register to do business in Iowa before payments can be made. For Contractor registration documents, go to: https://das.iowa.gov/procurement/vendors/how-do-business.

11.2.2 Experience

Please provide information regarding your experience in the following areas:
- Number of years in business and history relating to any transfer of ownership during that time
- Number of years of experience with providing the types of services sought by the RFP
- Please identify the states that have your system deployed in Production and describe the specific UI modules included
- Please identify the states that have your partial system deployed and what specific UI modules are included for each state
- Describe how your company is structured to support a successful implementation of this type
- Describe the level of continuity and your abilities to provide continuity through your experience. Please provide examples of specific continuity work done with a given state and the results of your continuity plan.
- Describe your firm's competencies, expertise, and/or certifications sought by this RFP.

11.2.3 References
- The Responsible Respondent shall provide a minimum of three references from previous or current customers in the categories below who are knowledgeable of the Respondent's performance in providing the goods and/or services similar to this RFP.
- Please provide a contact name, telephone number, and email address for each reference. If the solution is not the full COTS product, differentiation must be acknowledged by the Respondent.

	0-6 Months of Contract	7-12 Months of Contract	13-36 Months of Contract
Reference #1			
Name:			
Phone #:			
Email:			
Reference #2			
Name:			
Phone #:			
Email:			
Reference #3			
Name:			
Phone #:			
Email:			

11.3   Project Management

11.3.1 Project Staffing

The Responsible Respondent will be solely responsible for providing a Project Management Team staffed at a level that ensures delivery of the system, and all related deliverables, within the agreed schedule and cost model. Please describe policies and processes to appropriately staff the Scope of Work requested by this RFP.

11.3.2 Project Management Team

The Responsible Respondent must demonstrate their ability to provide a knowledgeable, accessible and experienced Project Manager and Project Team, with the responsibility, integrity and authority to deliver the services required. Please list key personnel assigned to be assigned to this project and provide the following information for each individual:

- Name
- Position
- Employee background description (e.g. resume, CV, job description)
- Summary of experience providing similar services
- Pertinent specialized expertise

11.3.3 Project Management

- Describe the project methodology that will be used by the Project Management Team for this Scope of Work
- Describe the requirements gathering process, including, at a minimum, Project Team collaboration, documentation, sign-off, and traceability
- Describe your Communication and Reporting processes to include, at a minimum, a weekly Project Status Report and weekly Project Status Meeting.
    - o The Project Status Report should include, at a minimum, the following:
        - Completed deliverables/milestones/tasks
        - Upcoming deliverables/milestones/tasks
        - Deliverable status against deliverable schedule
        - Specific deliverables/milestones/tasks behind schedule
        - Corrective action plans for items behind schedule
        - Identified risks
        - Identified issues
        - Mitigation plan for risks
        - Mitigation plan for issues
        - Budget, timeline, resources, scope status (red/yellow/green; needs attention/at risk/on track)
        - Invoice approval/Outstanding invoice status
        - Scheduling needs of IWD Project Management Team
- Detail the expected Project Timeline for implementation of the UI system, including, at a minimum, eliciting requirements, sign-off, infrastructure set-up, development, deployment, training and closure
- Detail the Project Management Plan and Schedules for implementation of the UI system, including, at a minimum, Deliverables, milestones, resources, tasks, durations and dependencies

- Identify all key Deliverables in which payments will be tendered upon Final Acceptance (please refer to Section 11.7), including, at a minimum, items related to project documentation, infrastructure, functionality, training, and hosting.
- Describe the Project Closure process(es) and documentation to be provided.
- Describe how your company and your Project Team manage late or missed milestones
- Describe your 3+ year roadmap for advancements in technology and business functionality within the UI system
- Demonstrate your ability to create and adhere to a Project Management Plan and Statement of Work
- Describe your Risk Management process, including risk types to be anticipated, identified and documented, as well as a Risk Register

11.3.4 Project Documentation
Describe your ability to provide the following documents and include examples with your response.
- Business Requirements
- Design/Configuration Specifications
- Data Migration
- Deliverable Acceptance
- Test Plan, Test Cases, and Test Scenarios
- Incident Reporting
- Training Materials
- User Manuals
- System Administration Manuals
- Disaster Recovery Plan
- Software Maintenance Upgrades

11.4 Change Management
- Describe how your technology is updated to remain in compliance with changes to pertinent Federal and State mandates, and resulting updates to business processes
- Describe your Change Management/Change Control Procedures

11.5 Quality Management
The UI Modernization Quality Management Plan is one that meets all of the deliverables and meets all of the stakeholder expectations. A Quality Management Plan ensures that the requirements and expectations are being met. The UI Modernization Project Management Team believes the UI Modernization should be looked at as a complete overhaul of the agency, affecting customers, business units, processes, and IT systems.

The UI Modernization Project Management Team has identified the following key areas which comprise, and are not necessarily limited to, the Best Practices of a Quality Management Plan. Please respond in detail as to how your organization addresses the following areas.

The Responsible Respondent shall provide the following information regarding its Quality Best Practices:
- Quality Standards

- Quality Assurance and Deliverables – Project Execution Area – testing, including demonstrations
- Quality Control – Defects per Cycle
- Quality Inspection – type of inspection, frequency and criteria

11.6   Performance Based Criteria

Performance Based Measures are required to be included in any State contract pursuant with Iowa Code section 8.47 (1) (Iowa Supp.2001) (2001 Iowa Acts, House file 687, section 5). Please describe any performance-based incentives, and disincentives, that the Responsible Respondent would propose to include in the resulting Agreement.

11.7   Final Acceptance Criteria

The State of Iowa shall not pay any invoice unless the Agency Project Executive Director determines that the vendor is in full compliance with all Special Terms and Conditions/Ancillary Agreement applicable on the date of the invoice, pursuant to Special Terms and Conditions/Ancillary Agreement 001 and 002. Describe your Deliverable Acceptance process.

Exhibit 12	Acceptance/Exceptions to Terms and Conditions

If the Respondent takes exception to a provision, it must be identified 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 Responsible Respondent's exceptions or responses materially alter the RFP, or if the Responsible 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.

Proposed exceptions must be listed in this attachment of Respondent's proposal. Any proposed exceptions should be in a table similar to the one below clearly stating the reason for the Exception so the Agency may further evaluate the alternative:

Section #	Original Text Referenced	Proposed Language	Reason for Exception

Iowa Workforce Development
Contracts Declaration & Execution ("CD&E")

Title of Contract: IWD Unemployment Insurance Modernization Project (**"Agreement"**) pursuant to and incorporating by reference Request for Proposal # 1420309004, entitled _____ (**"RFP"**), *available at* _____, and Vendor's responsive Proposal thereto dated __-__-____ (**"Proposal"**).	**Contract Number:**

State Agency's Name: Iowa Workforce Development (**"State"**)

Vendor's Name: _____ (**"Vendor"**).

Contract to Begin/Effective Date: Start Date	**Date of Expiration:** End Date	**Annual Extensions:** Up to Seven (7) Annual One Year Renewals.

Documents Incorporated/Order of Precedence. This Agreement, any and all attachments to this Agreement which are incorporated by reference as if fully set forth herein, and the RFP and Proposal which are incorporated by reference as if fully set forth herein, together comprise the Terms and Conditions governing the relationship between the Parties (**"Agreement"**). In the case of any conflict or inconsistency between the specific provisions of this Agreement, any and all attachments to this Agreement, or the RFP and the Proposal, such conflict or inconsistency shall be resolved in the following order:

1. First by giving preference to any Special Terms and Conditions/Ancillary Agreements addressing compliance concerns;
2. Second by giving preference to the specific provisions of the IWD Unemployment Insurance Modernization Project Agreement;
3. Third by giving preference to specific provisions of the RFP;
4. Fourth by giving preference to the Proposal;
5. Fifth by giving preference to the specific provisions of any Purchasing Instruments (Purchase Order(s)/Statement(s)) executed under the IWD Unemployment Insurance Modernization Project Agreement;
6. Sixth by giving preference to any other Special Terms and Conditions executed under the IWD Unemployment Insurance Modernization Project Agreement.

Notes:

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are

hereby acknowledged, the Parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement.

Vendor:

By *(Authorized Signature)*	**Date Signed**

Printed Name and Title of Person Signing

Address

State of Iowa, acting by and through Iowa Workforce Development

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By *(Authorized Signature)*	**Date Signed**

Printed Name and Title of Person Signing
[Signatory Name], Iowa Workforce Development

Address

Iowa Workforce Development
IWD Unemployment Insurance Modernization Project

This Agreement for the IWD Unemployment Insurance Modernization Project is made and is effective as of the date identified on the Contract Declarations and Executions Page (**"Effective Date"**), by and between the State of Iowa, acting by and through the Iowa Workforce Development (**"State"**), and _____, a corporation organized under the laws of _____ (**"Vendor"**). The parties may be referred to herein individually as a **"Party"** or collectively as the **"Parties**.**"** The Parties agree to the following:

1.   **Overview**
        1.1. Purpose
               This Agreement establishes the Terms and Conditions pursuant to which the State may procure the IWD Unemployment Insurance Modernization Project as contemplated by and in accordance with the RFP and as set forth in the Proposal.

        1.2. Term
               The initial term of this Agreement shall be as stated on the CD&E, unless terminated earlier in accordance with the terms of this Agreement. After expiration of the initial term, the State shall have the option to extend/renew this Agreement as stated on the CD&E. The initial term and any extensions and renewals shall be collectively referred to herein as the **"Term**.**"** The decision to extend or renew this Agreement shall be at the sole option of the State and may be exercised by the State by providing written notice to Vendor.

2.   **Definitions**
        In addition to any other terms that may be defined elsewhere in this Agreement, the following terms shall have the following meanings:

        "Acceptance" means the State has determined a portion of the Deliverables, Application Services, or System(s) satisfy its Acceptance Tests. **"Final Acceptance"** means the State has determined all Deliverables, Application Services, or System(s) satisfy the State's Acceptance Tests. **"Non-acceptance"** means the State has determined that a portion of or all of the Deliverables, Application Services, or System(s) have not satisfied the State's Acceptance Tests.

        "Acceptance Criteria" means the Requirements, goals, performance measures or standards, testing results, requirements, technical standards, representations, or other criteria designated by the State and against which Acceptance Tests are conducted, including any of the foregoing stated or expressed in this Agreement, a Purchasing Instrument, to the RFP and Proposal, any Documentation, and any applicable state, federal, foreign and local laws, rules and regulations.

        "Acceptance Tests" or **"Acceptance Testing"** means the tests, reviews and other activities that are performed by or on behalf of the State to determine whether any or all Deliverables, Application Services, or System(s) meet Acceptance Criteria or otherwise satisfy the State, as determined by the State in its sole discretion.

        "Agreement,**"** unless the context requires otherwise, means the collective documentation memorializing the terms of the agreement identified on the CD&E and all other attachments to the CD&E, accompanying the CD&E, or executed under or pursuant to the Agreement.

"Application Services" means the hosted applications and related Services as may be further defined and described in the RFP, Proposal, Special Terms and Conditions attached hereto and labeled "Application Services/System(s) Description and related Fees," and related Purchasing Instruments," including any initial Purchasing Instruments of or related to the implementation or configuration of the Application Services, System(s), or related Deliverables for the State's specific needs or use.

"Authorized Contractors" means independent contractors, consultants, or other Third Parties (including other Governmental Entities) who are retained, hired, or utilized by the State or any State Users to use, maintain, support, modify, enhance, host, or otherwise assist the State with any Deliverables, the Application Services, or System(s) provided hereunder.

"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 Agreement or in breach of any other 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; or (vii) is disclosed by the Receiving Party with the written consent of the Disclosing Party.

"Customer Data" means all information, data, materials, or documents (including Confidential Information and Personal Data) originating with, disclosed by, provided by, made accessible by, or otherwise obtained by or from the State, State Users, or Users, directly or indirectly, including from any Authorized Contractors of any of the foregoing, related to this Agreement 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.

"Customer Property" means any property, whether tangible or intangible, of or belonging to the State, including Customer Data and Customer-Owned Deliverables, software, hardware, programs or other property possessed, owned, or otherwise controlled, maintained, or licensed by the State, including Third party Software or Third party Intellectual Property.

"Customer-Owned Deliverables" means any Deliverables discovered, created, or developed by Vendor, Vendor Contractors, or Vendor Personnel at the direction of the State or for a specific project under this Agreement, 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.

"Deficiency" means a defect, flaw, error, bug, failure, omission, interruption of service, or other problem of any nature whatsoever related to a Deliverable(s), the Application Services, or the System(s), including any failure of a Deliverable(s), the Application Services, or System(s), to conform to or meet an applicable Requirement. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable(s), the Application Services, or System(s).

"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 this Agreement, including the Application Services, System(s), Software, and Optional Goods and Services, Documentation, and Source Code, including as may be more specifically identified, defined, and agreed upon in a Purchasing Instrument executed hereunder.

"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 Requirement; 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 of thereof.

"**Error Correction**" means either a modification, procedure, or routine that corrects an Error in all material respects.

"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.

"I.T. Governance Document(s)" or **"Governance Document(s)"** means any Information Technology policies, standards, processes, guidelines, or procedures developed by the OCIO or the State.

"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.

"Optional Goods and Services" means products, equipment, hardware, Software, or services the State procures through Vendor or Vendor Contractors, directly or indirectly, hereunder, including goods or services:
- 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.

"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, 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

For purposes of this definition and this Agreement, "Process" or "Processing" shall mean any operation or set of operations performed upon the Personal Data, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination and deletion of Personal Data.

"Proposal" or **"Vendor's Proposal"** means Vendor's Response to the RFP dated __-__-____.

"Purchasing Instrument" an individual transactional document executed hereunder for the purchase of Services or Deliverable(s) pursuant to this Agreement, including a **"Purchase Order"** or **"Statement of Work"** executed hereunder (*see* the Sample Purchasing Instrument/Statement of Work attached hereto for a sample Statement of Work), regardless of form, and which identifies the specific Services or Deliverable(s) to be purchased and any Acceptance Criteria or Requirements related thereto.

"Request for Proposal" or **"RFP"** means the Request for Proposal identified on the CD&E, including any attachments or amendments thereto.

"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 IWD Unemployment Insurance Modernization Project
- The Application Services and System(s).
- Application Services and System(s) maintenance and support services.
- Any other services within the scope of the RFP and Proposal, including services considered Optional Goods and Services, including as may be further defined, described, and agreed upon by the Parties in a Purchasing Instrument executed hereunder.

"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 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.

"Special Terms and Conditions" means any attachment hereto entitled, in whole or in part, **"Special Terms and Conditions."**

"Requirements" means any and all requirements, requirements, technical standards, performance standards, representations, warranties, criteria, and other requirements related to any Deliverables, including the Application Services and System(s), described or stated in this Agreement (including any exhibit or documentation attached to, or provided in connection with this Agreement), any Purchasing Instrument(s), the RFP, and the Proposal, and, solely to the extent not inconsistent with the foregoing, the Documentation.

"State Users" means the State of Iowa, the Iowa Department of Revenue, OCIO, and any other Governmental Entity as may be later designated by the State 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 IWD Unemployment Insurance Modernization Project, including any underlying or related platforms and infrastructure, and related Deliverables, as may be further defined and described in the RFP, Proposal, Special Terms and Conditions attached hereto and labeled "Application Services/System(s) Description and related Fees," and related Purchasing Instruments," including any initial Purchasing Instruments of or related to the implementation or

configuration of the Application Services, System(s), or related Deliverables for the State's specific needs or use.

"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 not a party to this Agreement.

"Third Party Intellectual Property" shall mean intellectual property, including Third Party Software, licensed, made, conceived, or developed by a Third Party and provided or used by or on behalf of the State or Vendor, as applicable, including:

- As it relates to intellectual property provided to the State by Vendor, intellectual property comprising or embedded in the Application Services, System(s), or any other Services or Deliverables provided by Vendor under this Agreement, including any Third party Software used by or on behalf of Vendor to host the Application Services or System(s);
- As it relates to intellectual property provided to Vendor by the State, intellectual property comprising or embedded in any Customer Property, including any Third party Software licensed to the State and accessed or used by Vendor in transitioning the State from legacy applications and systems to the Application Services and System(s) provided by Vendor hereunder.

"Third Party Software" means any software owned or licensed by a Third Party as identified and described in Attachment A.

"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 into the System(s) through public-facing web interfaces.

"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 Agreement.

"Vendor Contractor(s)" means any of Vendors 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 Agreement.

3. **Services and Deliverables**
   3.1. **Performance**
      3.1.1. **Generally**
         Vendor shall commence, complete, and deliver all work and provide all Services, Deliverables, the Application Services, and System(s) as defined by, described by, and in accordance with the terms, conditions, requirements, Requirements, and Acceptance Criteria forth in this Agreement, including any Special Terms and Conditions, any Purchasing Instrument(s) executed by a the State hereunder, the RFP, the Proposal, and any Service Level Agreement or any related attachments or documents attached hereto or associated herewith, including a "project plan(s)" or other similarly captioned document. Except as otherwise set forth herein or in a Service Level Agreement attached as Special Terms and Conditions

hereto, performance standards, monitoring, and review provisions applicable to specific projects are as set forth in the applicable Purchasing Instrument.

3.1.2. Purchasing Instruments

3.1.2.1. Generally

The State and Vendor may execute individual Purchasing Instrument(s) identifying specific Services or Deliverables to be purchased and provided hereunder and defining related Acceptance Criteria, Requirements, or Terms and Conditions associated with the performance and provisioning of such Services or Deliverables. Individual Purchasing Instruments will be effective and become valid and enforceable only when signed by both the State and Vendor. Once a Purchasing Instrument has been executed, Vendor will carry out and complete the duties and responsibilities set forth in the applicable Purchasing Instrument in accordance with the terms, conditions, requirements, Requirements, and Acceptance Criteria set forth in this Agreement, including any Special Terms and Conditions, the Purchasing Instrument, the RFP, the Proposal, and any Service Level Agreement or any related attachments or documents attached hereto or associated herewith, including a "project plan(s)" or other similarly captioned document.

3.1.2.2. Amendments to Purchasing Instruments

A Purchasing Instrument may be amended, modified, or replaced at any time during the Term upon the mutual written consent of Vendor and the State.

3.1.2.3. Change Order Procedure

The State may at any time request a modification to the scope of a Purchasing Instrument using a change order. The following procedures for a change order shall be followed:

3.1.2.3.1. Written Request

The State shall specify in writing the desired modifications to the Purchasing Instrument with the same degree of specificity as in the original Purchasing Instrument.

3.1.2.3.2. Vendor's Response

Vendor shall submit to the State any proposed modifications to the Purchasing Instrument and a firm Cost Proposal, if applicable, for the requested change order within five (5) business days of receiving the State's change order request.

3.1.2.3.3. Effect of Change Order

Both Parties must sign and date the change order to authorize the change in the Services or Deliverable(s) described therein and incorporate the changes into the applicable Purchasing Instrument and this Agreement. No

Services or Deliverable(s) shall be provided pursuant to the change order and no payment shall be made on account of the change order until the change order is fully executed by both Parties. Upon such execution, a change order shall alter only that portion of a Purchasing Instrument to which it expressly relates and shall not otherwise affect the Terms and Conditions of the Purchasing Instrument or this Agreement.

3.1.3. Delivery

3.1.3.1. Risk of Loss

To the extent any Deliverable(s), including any hardware or equipment, are mailed or shipped, Vendor or Vendor Contractors shall bear all freight, shipping, handling, and insurance costs for the delivery and shall bear all risk of loss, including any losses resulting from any damage to or destruction, in whole or in part, which may occur prior to the delivery.

3.1.3.2. Documentation

Vendor acknowledges and agrees that it or Vendor Contractors shall, at no charge to the State, deliver and provide to the State all Documentation related to the Applications Services, System(s), Software or other Deliverable(s) that are created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, Vendor, Vendor Contractors, or Vendor Personnel, directly or indirectly, hereunder, unless otherwise agreed to by the State in writing.

3.1.3.3. Source Code

Vendor acknowledges and agrees that it or Vendor Contractors shall deliver and provide to the State all Source Code related to any Customer-Owned Deliverables and to any other Software or Deliverables as agreed to in writing by the Parties.

3.1.4. Optional Goods and Services

The State may procure Optional Goods and Services through Vendor. Vendor represents and warrants the following with respect to all Optional Goods and Services:

3.1.4.1. Equipment or hardware

Any equipment or hardware provided hereunder will be new and unused; Title to such equipment or hardware will be free and clear of all liens, security interests, charges and encumbrances or other restrictions; the State's use and possession of such equipment or hardware will not be interrupted or otherwise disturbed by any person or entity asserting a claim under or through Vendor; and such equipment or hardware will be free of any rightful claim of any Third Party based on patent or copyright infringement, trade secret misappropriation, unfair trade practice, or otherwise.

3.1.4.2. Software

Vendor shall ensure that all Third party Software provided hereunder, including Third party Software comprising or embedded in the Application Services, System(s), or related Deliverables is licensed to the State pursuant to a license agreement, the Terms and Conditions of which are acceptable to the State.

3.1.4.3. Third Parties

Vendor shall take all action necessary to ensure the State is able and entitled to receive and enjoy all warranties, indemnities, or other benefits associated with Optional Goods and Services provided hereunder. At the State's request, Vendor shall assign to the State all of licensor's and manufacturer's warranties, indemnities, or other associated benefits pertaining to such Optional Goods and Services under any related license agreement or other agreement between Vendor and the applicable Third Party.

3.2. Application Services/System
3.2.1. Grant of License

Subject to the Terms and Conditions of this Agreement, Vendor grants to the State of Iowa, State Users and their Authorized Contractors for the State of Iowa's governmental and business activities and purposes, including for the provisioning of information and services to State Users, Users, and, to the extent federal funds are used to pay for the Application Services or System(s), in whole or in part, the federal government, during the Term a non-exclusive license to: (i) access, use and, to the extent applicable, maintain and support, the Application Services, System(s), and related Deliverables; and (ii) access, use, reproduce and distribute Documentation.

3.2.2. Implementation/Configuration

Vendor will implement, modify, and configure the Application Services, System(s), and related Deliverables to satisfy the State's specific needs in accordance with the Terms and Conditions of applicable Purchasing Instrument(s), the RFP, and Proposal, and any related "project plan(s)" or other similarly captioned document.

3.2.3. Not Required to Accept or Install Enhancements

Vendor shall not condition the State's rights or Vendor's obligations under this Agreement, or any other contract, on the State accepting or installing any Enhancements related to the Application Services, System(s), or related Deliverables.

4. Compensation and Additional Rights and Remedies
4.1. Pricing/Compensation

The fees for the Services, Deliverables, Application Services, and System shall be in accordance with the RFP and Proposal and as set forth:

4.1.1. In the case of the Application Services and System(s), in the Special Terms and Conditions attached hereto and labeled "Application Services/System(s) Description and related Fees"; and

4.1.2. In the case of all other Services and Deliverables, in the applicable Purchasing Instrument(s).

Failure of the State to pay any undisputed fees that may be owing in accordance with the terms of this Agreement shall not result in any suspension or termination of any Services or Deliverables, including the Application Services or System(s), so long as payment of such undisputed fees is made within the applicable cure period. For the avoidance of doubt, in the event of any dispute related to fees, Vendor shall continue to perform and provide Services and Deliverables, including the Application Services or System(s), until such dispute has been Finally Determined by a court of competent jurisdiction or other agreed-upon governing body. "**Finally Determined**" means when a claim or dispute has been finally determined by a court of competent jurisdiction or other agreed-upon governing body and either (a) no associated appeal has timely been sought if capable of being sought, or (b) any and all appellate rights properly exercised have otherwise been exhausted.

4.2. **No Additional Fees**
Other than as permitted by Section 4.1 (Pricing/Compensation), the State shall not be obligated to pay any other compensation, fees, expenses, costs, charges or other amounts to Vendor in connection with this Agreement or any Purchasing Instrument(s). For the avoidance of doubt, there shall be no reimbursable expenses associated with this Agreement, and Vendor shall be solely responsible for all other costs, charges, and expenses it incurs in connection with this Agreement, including equipment, supplies, personnel, salaries, benefits, insurance, training, conferences, telephone, utilities, start-up costs, travel and lodging, and all other operational and administrative costs and expenses.

4.3. **Satisfactory performance**
Vendor is not entitled to payment for any Services or Deliverable(s), including the Application Services or System(s), in whole or in part, provided under this Agreement or any Purchasing Instrument(s) if the State reasonably determines that such Services or Deliverable(s) have not been satisfactorily or completely delivered or performed, or that such Services or Deliverable(s) fails to meet or conform to any applicable Acceptance Criteria or Requirements or that there is a material Deficiency or Error with respect to such Deliverable(s) or Services.

4.4. **Effect of Purchasing Instruments**
In no event shall the State be obligated to pay Vendor any fees, costs, compensation, or other amounts in excess of the amounts consistent with the RFP or the Proposal for any Services or Deliverable(s), including the Application Services and System(s). In addition, in no event shall the State be obligated to pay Vendor any fees, costs, compensation, or other amounts in excess of the amounts set forth in an applicable Purchasing Instrument or Special Terms and Conditions attached hereto and labeled "Application Services/System(s) Description and related Fees," for any one or more Services or

Deliverable(s), including the Application Services or System(s), unless the State agrees to pay such fees, costs, compensation, or other amounts pursuant to a duly executed Change Order or written amendment to the applicable Purchasing Instrument or Special Terms and Conditions.

4.5.   Payment does not Imply Acceptance

No payment, including final payment, shall be construed as acceptance of any Services or Deliverables with Deficiencies, Errors, or incomplete work, and Vendor shall remain responsible for full performance in strict compliance with the Terms and Conditions of this Agreement. Vendor's acceptance of the last payment from the State shall operate as a release of any and all claims related to this Agreement that Vendor may have or be capable of asserting against the State.

4.6.   Invoices

Upon receipt of written notice of Acceptance from the State with respect to one or more Services or Deliverable(s), or in the frequencies set forth in the applicable Purchasing Instrument or, in the case of the Application Services and System(s), in the Special Terms and Conditions attached hereto and labeled "Application Services/System(s) Description and related Fees," Vendor shall submit an invoice to the State requesting payment of the fees or other compensation to which it is entitled under Section 4.1(Pricing/Compensation), less any Retained Amount(s) to be withheld in accordance with Section 4.7 (Retention) or other applicable offsets. All invoices submitted by Vendor shall comply with all applicable rules concerning payment of such fees, charges, or other claims and shall contain appropriate documentation as necessary to support the fees or charges included on the invoice and all information reasonably requested by the State. The State shall verify Vendor's performance/provisioning of Services or Deliverable(s) outlined in the invoice before making payment. The State shall pay all approved invoices in arrears and, to the extent applicable, in conformance with Iowa Code section 8A.514 and corresponding implementing rules, regulations, and policies. The State may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not, to the extent applicable, act as an implied waiver of Iowa Code section 8A.514. Notwithstanding anything herein to the contrary, the State shall have the right to dispute any invoice submitted for payment and withhold payment of any disputed amount if the State believes the invoice is inaccurate or incorrect in any way.

4.7.   Retention

To secure Vendor's performance under this Agreement, the State may retain 15% of the fees or other compensation associated with each Deliverable provided under a Purchasing Instrument (**"Retained Amounts"**) until all Deliverables under such Purchasing Instrument have been supplied/provided and the State has given its Final Acceptance. Retained Amounts shall be payable upon the State's delivery of written notice of Final Acceptance, subject to the Terms and Conditions hereof.

4.8.   Erroneous Payments and Credits

Vendor shall promptly pay or refund to the State the full amount of any overpayment or erroneous payment within ten (10) business days after either discovery by Vendor or notification by the State of the overpayment or erroneous payment. In the event Vendor fails to timely pay or refund any amounts due the State under this Section 4.8 (Erroneous

Payments and Credits), the State may charge interest of one percent (1%) per month compounded on the outstanding balance each month after the date payment or refund is due, or the maximum amount otherwise allowed by law, whichever is greater. The State may, in its sole discretion, elect to have Vendor apply any amounts due and owing the State under this Section 4.8 (Erroneous Payments and Credits) against any amounts payable by the State under this Agreement.

4.9.   Set-off Against Sums Owed by Vendor
In the event Vendor owes the State any sum under the terms of this Agreement, any other agreement, pursuant to a judgment, or pursuant to any law, the State may set off such sum against any sum invoiced to the State by Vendor in the State's sole discretion. Any amounts due the State as damages may be deducted by the State from any money or sum payable by the State to Vendor pursuant to this Agreement or any other agreement between Vendor and the State.

4.10.   Withholding Payments
In addition to pursuing any other remedy provided herein or by law, the State may withhold compensation or payments to Vendor, in whole or in part, without penalty or legal liability to the State or work stoppage by Vendor, in the event the State determines:

4.10.1.   Vendor has failed to perform any of its duties or obligations as set forth in this Agreement; or

4.10.2.   Any Deliverable, the Application Services, or System(s) has failed to meet or conform to any applicable Acceptance Criteria or Requirement(s) or contains or is experiencing a material Deficiency or Error(s).

No interest shall accrue or be paid to Vendor on any compensation or other amounts withheld or retained by the State under this Agreement.

4.11.   Correction/Cure
The State may correct any Deficiencies or Errors with respect to any Deliverable(s), the Application Services, or System(s), or cure any Vendor default under this Agreement without prejudice to any other remedy it may have if Vendor fails to correct such Deficiencies or Errors as required in this Agreement or if Vendor otherwise defaults or fails to perform any provision of the Agreement within the time period specified in a notice of default from the State. The State may procure the Deliverable(s) reasonably necessary to correct any Deficiencies or Errors or cure any Vendor default, in which event Vendor shall reimburse the State for the actual costs incurred by the State for such Deliverable(s) or cure, including the reasonable value of the time expended by the State's personnel or its Authorized Contractors to secure substitute Deliverable(s) or cure such default. In addition, Vendor shall cooperate with the State or any Third Parties retained by the State which assist in curing such default, including by allowing access to any pertinent materials, work product, or intellectual property of Vendor's.

4.12.   Error Correction
With respect to each notice from the State to Vendor during the Term that notifies Vendor that any Deliverable(s), the Application Services, or System(s) provided by Vendor,

including those previously accepted by the State, contains or experiences a Deficiency or Error, Vendor shall, at no cost to the State, promptly:

4.12.1. Correct the Deficiency or Error and repair the affected Deliverable(s), Application Services, or System(s); and

4.12.2. Provide the State with all necessary and related materials related to such repaired or corrected Deliverable(s), Application Services, or System(s) including, to the extent applicable, the provision of new Source Code, master program disks, or other media acceptable to the State, and related Documentation.

4.13.   Repayment Obligation

In the event that any State of Iowa or federal funds are deferred or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, Vendor will be liable to the State of Iowa for the full amount of any claim disallowed (or the amount of funds expended in violation of such applicable laws) and for all related penalties incurred. If the State of Iowa or any federal Agency concludes Vendor has been paid for any cost that is unallowable, unallocable, or unreasonable under this Agreement, Vendor will be liable to the State of Iowa for such cost. Vendor shall pay to the State of Iowa all amounts for which the Vendor is liable under this Section 4.13 (Repayment Obligation) within ten (10) business days of receiving the State of Iowa's written demand or written notice. The State of Iowa may withhold any payment under this Agreement if Vendor fails to timely make any payment required by this Section 4.13 (Repayment Obligation).

4.14.   Survives Termination

Vendor's duties, obligations, and liabilities as set forth in this Section 4 (Compensation and Additional Rights and Remedies) shall survive termination of this Agreement and shall apply to all acts or omissions taken or made in connection with Vendor's, Vendor Contractor's, or Vendor Personnel's performance of this Agreement regardless of the date any potential claim or breach is made or discovered by the State or its Authorized Contractors.

5.   Acceptance Tests, Project Management, and Program Management

5.1.   Acceptance Testing

All Deliverables, the Application Services, and the System(s) shall be subject to the State's Acceptance Testing and Acceptance, as may be further described in a Purchasing Instrument(s). Upon completion of all work to be performed by Vendor with respect to any Deliverable or group of Deliverables, the Application Services, or the System(s), Vendor shall deliver a written notice to the State certifying that the foregoing meets and conforms to applicable Acceptance Criteria and is ready for the State to conduct Acceptance Tests; provided, however, that Vendor shall pretest the Deliverable(s), Application Services, and System(s) to determine that it meets and operates in accordance with applicable Acceptance Criteria prior to delivering such notice to the State. At the State's request, Vendor shall assist the State in performing Acceptance Tests at no additional cost to the State. Within a reasonable period of time after the State has completed its Acceptance Testing, the State shall provide Vendor with written notice of Acceptance or Non-acceptance with respect to each Deliverable, the Application Services,

or System(s), or any portion thereof, evaluated during such Acceptance Testing. If the State determines that a Deliverable(s), the Application Services, or the System(s), in whole or in part, satisfies its Acceptance Tests, the State shall provide Vendor with notice of Acceptance with respect to such Deliverable(s), the Application Services, and System(s). If the State determines that a Deliverable(s), the Application Services, or System(s), in whole or in part, fails to satisfy its Acceptance Tests, the State shall provide Vendor with notice of Non-Acceptance with respect to such Deliverable(s), the Application Services, and System(s). In the event the State provides notice of Non-Acceptance to Vendor with respect to any Deliverable(s), the Application Services, and System(s), Vendor shall correct and repair such Deliverable(s), the Application Services, and System(s) and submit it to the State within ten (10) days of Vendor's receipt of notice of Non-acceptance so the State may re-conduct its Acceptance Tests with respect to such Deliverable(s), the Application Services, or System(s). In the event the State determines after re-conducting its Acceptance Tests such Deliverable(s), Application Services, and System(s) continue to fail to satisfy its Acceptance Tests, then the State shall have the continuing right, at its sole option, to:

5.1.1. Require Vendor to correct and repair such Deliverable(s), Application Services, and System(s) within such period of time as the State may specify in a written notice to Vendor;

5.1.2. Refuse to accept such Deliverable(s), Application Services, or System(s) without penalty or legal liability and without any obligation to pay any fees or other amounts associated with such Deliverable(s), the Application Services, or System(s), or receive a refund of any fees or amounts already paid with respect to such Deliverable(s), Application Services, or System(s);

5.1.3. Accept such Deliverable(s), the Application Services, or System(s) on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to the State's satisfaction, the Deficiencies or Errors present therein and any reduced value or functionality of such Deliverable(s), the Application Services, or System(s), or the costs likely to be incurred by the State to correct such Deficiencies or Errors; or

5.1.4. Terminate the applicable Purchasing Instrument or seek any and all available remedies, including damages. Notwithstanding any other provisions of this Agreement related to termination, the State may terminate a Purchasing Instrument in its entirety pursuant to this Section 5.1.4 without providing Vendor any notice or opportunity to cure.

The State's right to exercise the foregoing rights and remedies, including termination of the applicable Purchasing Instrument, shall remain in effect until Acceptance Tests are successfully completed to the State's satisfaction and the State has provided Vendor with written notice of Final Acceptance. Vendor's receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable(s), the Application Services, and System(s), shall not be construed as a waiver of any of the State's rights to enforce the terms of this Agreement or require performance in the event Vendor breaches this Agreement or any Deficiency or Error is later discovered with respect to such Deliverable(s), the Application Services, or System(s). In addition, Vendor's receipt of any

notice of Acceptance with respect to any Deliverable(s), the Application Services, or System(s) shall not be construed as a waiver by the State of its right to refuse to provide notice of Final Acceptance.

5.2.   Project Management and Reporting

5.2.1.   Vendor or Project Manager

Vendor shall designate, in writing, a Project Manager acceptable to the State. Vendor will assign a Project Manager of a management level sufficient to ensure timely responses from all Vendor Personnel, timely completion of tasks and achievement of milestones, and whose resume and qualifications will be reviewed and approved by the State prior to his or her appointment as Vendor's Project Manager. Vendor represents and warrants that its Project Manager will be fully qualified to perform the tasks required of that position under this Agreement. Vendor's Project Manager shall be able to make binding decisions for Vendor. Any written commitment by Vendor's Project Manager and persons designated by her or him in writing for this purpose, within the scope of this Agreement, shall be binding upon Vendor. Vendor's Project Manager shall exercise her or his best efforts while performing under this Agreement. Vendor's Project Manager shall be at the State's site as needed during the course of work and will be available either in person, by telephone, or email to respond promptly during the business day to inquiries from the State.

5.2.2.   Review Meetings

Vendor's Project Manager shall meet weekly with the State's project manager and representatives, unless otherwise mutually agreed by the Parties, to discuss progress made by Vendor or performance issues. At each review meeting, Vendor's Project Manager shall provide a status report, which shall include, at minimum, the information described in Section 5.2.3 (Reports) and describe any problems or concerns encountered since the last meeting. At the next scheduled meeting after which any Party has identified a problem in writing, Vendor shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any Party may recommend alternative courses of action or changes that will facilitate problem resolution. Vendor shall maintain records of such reports and other communications issued in writing during the course of its performance of this Agreement.

5.2.3.   Reports

Vendor shall provide the State with weekly status reports that describe, at a minimum, the previous week's activities, including problems encountered and their disposition, results of tests, whether or not deadlines were met, status of Services or Deliverables, any problems that may have arisen that need to be addressed before proceeding to the next week's activities, and any other information the State may request. Vendor's proposed format and level of detail for its status reports shall be subject to the State's approval.

5.2.4. **Problem Reporting Omissions**

The State's receipt of a report that identifies any problems shall not relieve Vendor of any obligation under this Agreement or waive any other remedy under this Agreement or at law or equity the State may have. The State's failure to identify the extent of a problem, Deficiency, or Error, or the extent of damages incurred as a result of a problem, Deficiency, or Error, shall not act as a waiver of performance or constitute Acceptance under this Agreement.

6. **Ownership and Intellectual Property**

6.1. **Ownership of Vendor-Owned Deliverables**

Except as specifically granted in a Purchasing Instrument, other agreement, or as otherwise provided in this Agreement, Vendor shall own all Deliverables that were independently and exclusively developed by Vendor prior to the Effective Date of this Agreement (**"Vendor-Owned Deliverables"**). Further, except where a more specific grant of license is set forth in a Purchasing Instrument, other agreement, or as otherwise provided in this Agreement, with respect to all Deliverables, the grant of license set forth in Section 3.2.1 (Grant of License) shall extend to all Vendor-Owned Deliverables provided hereunder.

6.2. **Ownership and Assignment of Customer-Owned Deliverables**

Vendor, Vendor Contractors, and Vendor Personnel hereby irrevocably assigns, transfers, and conveys to the State all right, title and interest in and to Customer-Owned Deliverables. Vendor represents and warrants that the State shall acquire good and clear title to all Customer-Owned Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Vendor or of any Third Party, including Vendor Contractors and Vendor Personnel. Vendor, Vendor Contractors, and Vendor Personnel shall not retain any property interests or other rights in or to Customer-Owned Deliverables and shall not use any Customer-Owned Deliverables, in whole or in part, for any purpose, without the prior written consent of the State commissioning such Deliverables and the payment of such royalties or other compensation as the State deems appropriate. Immediately upon the request of the State, Vendor will deliver to the State or destroy, or both, at the State's option, all copies of any Customer-Owned Deliverables in the possession of Vendor.

6.3. **Waiver**

To the extent any of Vendor's, Vendor Contractor's, or any Vendor Personnel's rights in any Customer-Owned Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Vendor, Vendor Contractors, and Vendor Personnel hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to Customer-Owned Deliverables.

6.4. **Acknowledgement**

Vendor acknowledges and agrees that the State, as owner and assignee of Customer-Owned Deliverables, shall have all rights incident to complete ownership, and may, without limitation:

6.4.1. Obtain, secure, file and apply for any legal protection necessary to secure or protect any rights in and to Customer-Owned Deliverables, including the

prosecution and issuance of letters patent, copyright registrations, and other analogous protection, and any extensions or renewals with respect thereto;

6.4.2. Adapt, change, modify, edit, or otherwise use Customer-Owned Deliverables as the State sees fit, including in combination with the works of others, prepare derivative works based on Customer-Owned Deliverables, and publish, display, perform, host, and distribute throughout the world any Customer-Owned Deliverable(s) in any medium, whether now known or later devised, including any digital or optical medium; and

6.4.3. Make, use, sell, license, sublicense, lease, or distribute Customer-Owned Deliverables (and any intellectual property rights therein or related thereto) without payment of additional compensation to Vendor or any Third Party, including Vendor Contractors or Vendor Personnel.

6.5. Further Assurances

At the State's or State's request, Vendor will (both during and after the termination or expiration of this Agreement) execute and deliver such instruments, provide all facts known to it, and take such other action as may be requested by the State or State to:

6.5.1. Establish, perfect, or protect the State's rights in and to Customer-Owned Deliverables and to carry out the assignments, transfers and conveyances set forth in Section 6.2 (Ownership and Assignment of Customer-Owned Deliverables); and

6.5.2. Obtain and secure copyright registration or such other registrations or intellectual property protections as may be desirable or appropriate to the subject matter, and any extensions or renewals thereof.

In the event the State is unable, after reasonable effort, to secure Vendor's, Vendor Contractor's, or any Vendor Personnel's signature on any letters patent, copyright, or other analogous protection relating to the Customer-Owned Deliverables, for any reason whatsoever, Vendor, Vendor Contractors, and Vendor Personnel hereby irrevocably designates and appoints the State and its duly authorized officers, employees, and agents, as their agent and attorney-in-fact, to act for and in its behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright registrations, and other analogous protection, including extensions and renewals thereon, with the same legal force and effect as if executed by Vendor.

6.6. Third Party Intellectual Property

Except as otherwise agreed to by the Parties in writing, in the event a Deliverable(s) is comprised of Third party Intellectual Property, Vendor shall ensure such Deliverables is licensed to the State pursuant to a license agreement, the Terms and Conditions of which are acceptable to the State. Unless otherwise agreed to by the State in writing, such license shall be an irrevocable, nonexclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, display, and host the Third party Intellectual Property, and to authorize others to do the same on the State's behalf, including its Authorized Contractors.

6.7. **Rights of the Federal and State Government**

If all or a portion of the funding used to pay for Customer-Owned Deliverables is being provided through a grant from the Federal Government, Vendor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding Agency of the Federal Government reserves and will receive certain rights, including a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes, the Customer-Owned Deliverables developed under this Agreement and the copyright in and to such Customer-Owned Deliverables.

6.8. **Customer Property**

Vendor, Vendor Contractors, and Vendor Personnel may have access to Customer Property to the extent necessary to carry out its responsibilities under the Agreement. Customer Property shall at all times remain the property of the State or applicable Third Party owning Customer Property that has been licensed to the State. Vendor, Vendor Contractors, Vendor Personnel and the Application Services, System(s), or related Deliverables shall comply with any and all the license terms, conditions, or restrictions applicable to any Customer Property that has been licensed to the State or otherwise made available or accessible to the State or Vendor by a Third Party, including to the extent the Application Services, System(s), or related Deliverables must interface, integrate, or connect to such Customer Property. Vendor shall indemnify and hold harmless the State and its officers, directors, employees, officials, and agents from and against any and all claims, demands, liabilities, suits, actions, damages, losses, taxes, penalties, costs and expenses of every kind and nature whatsoever arising out of, resulting from, or in any way related to Vendor's, Vendor Contractor's, or Vendor Personnel's, or the Application Services, System(s), or related Deliverables breach of any license terms, conditions, or restrictions applicable to, or violation or misappropriation of any intellectual property rights or interests in, any Customer Property that has been licensed to the State or otherwise made available or accessible to the State or Vendor by a Third Party.

6.9. **Survives Termination**

Vendor's duties, obligations, and liabilities as set forth in this Section 6 (Ownership and Intellectual Property) shall survive termination of this Agreement and shall apply to all acts or omissions taken or made in connection with Vendor's, Vendor Contractor's, or Vendor Personnel's performance of this Agreement regardless of the date any potential claim or breach is made or discovered by the State or its Authorized Contractors.

7. **Representations, Warranties, and Covenants**

7.1. **Deliverables Free of Deficiencies**

Vendor represents and warrants that the Deliverables, Application Services, and System(s), in whole and in part, shall: (i) be free from material Deficiencies and Errors; and (ii) meet, conform to and operate in accordance with all Acceptance Criteria and in accordance with this Agreement. During the Term, Vendor shall, at its expense, repair, correct, or replace any Deliverable(s), the Application Services, and System(s) that contains or experiences material Deficiencies or Errors or fails to meet, conform to, or operate in accordance with Acceptance Criteria or Requirement(s) within ten (10) days of receiving notice of such Deficiencies, Errors, or failures from the State. The foregoing shall

not constitute an exclusive remedy under this Agreement, and the State shall be entitled to pursue any other available contractual, legal, or equitable remedies. Vendor shall be available at all reasonable times to assist the State with questions, problems, and concerns about the Deliverable(s), the Application Services, and System(s); to inform the State promptly of any known Deficiencies or Errors in any Deliverable(s), the Application Services, and System(s); repair and correct any Deliverable(s), the Application Services, and System(s) not performing in accordance with the warranties contained in this Agreement, notwithstanding that such Deliverable(s), the Application Services, and System(s) may have been accepted by the State; and provide the State with all necessary materials and any related Services with respect to such repaired or corrected Deliverable(s), the Application Services, and System(s). Acceptance Testing will not in any way relieve Vendor of its responsibilities to correct any material Deficiency or Error.

7.2.   Fitness for Intended Purpose
Vendor represents and warrants that it is fully aware of the State's requirements and intended purposes and uses for the Deliverables, the Application Services, and System(s), including as may be further identified or defined in a subsequent Purchasing Instrument executed hereunder, and that the Deliverables, Application Services, and System(s) shall satisfy such requirements, including all Requirements, in all material respects and are fit for their intended purposes and uses.

7.3.   Quiet Enjoyment
Vendor represents and warrants that: (i) it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses, and authority necessary to provide Deliverables, the Application Services, and System(s) to the State hereunder and to assign, grant, and convey the rights, benefits, licenses and other rights assigned, granted, or conveyed the State hereunder without violating any rights of any Third Party; (ii) it has not previously and will not grant any rights in any Deliverables, the Application Services, and System(s) to any Third Party that are inconsistent with the rights granted to the State herein; and (iii) the State shall peacefully and quietly have, hold, possess, use, and enjoy the Deliverables, the Application Services, and System(s) without suit, disruption or interruption.

7.4.   Intellectual Property
Vendor represents and warrants that: (i) the Deliverables, the Application Services, and System(s) (and all intellectual property rights therein and related thereto); and (ii) the State's use of, and exercise of any rights with respect to, the Deliverables, the Application Services, and System(s) (and all intellectual property rights therein and related thereto), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any Third Party. Vendor further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to any Deliverables, the Application Services, and System(s). Vendor shall inform the State in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim

or cause of action arises or is likely to arise, Vendor shall, at the State's request and at Vendor's sole expense: (i) procure for the State the right or license to continue to use the Deliverable(s), the Application Services, and System(s) at issue, or relevant aspect thereof; (ii) replace the infringing, violating, or misappropriated aspects of such Deliverable(s), the Application Services, and System(s) with a functionally equivalent replacement; (iii) modify or replace the affected portion of the Deliverable(s), the Application Services, and System(s) with a functionally equivalent or superior Deliverable(s), Application Services, and System(s) free of any such infringement, violation or misappropriation; or (iv) accept the return of the Deliverable(s) at issue and refund to the State all fees, charges and any other amounts paid by the State under this Agreement or any related agreement with respect to such Deliverable(s) or, in the case of the Application Services and System(s), accept an equitable downward adjustment of the fees, charges and any other amounts paid by the State under this Agreement or any related agreement to the extent such infringement, violation, or misappropriation prevents the State's use of an affected aspect of the Application Services or System(s). In addition, Vendor agrees to indemnify and hold harmless the State and its officers, directors, employees, officials, and agents as provided in the Indemnification section of this Agreement, including for any breach of the representations and warranties made by Vendor in this Section 7.4 (Intellectual Property). The foregoing remedies shall be in addition to and not exclusive of other remedies available to the State under this Agreement or otherwise and shall survive termination of this Agreement.

7.5.   Workmanlike Manner

Vendor represents, warrants, and covenants that all Services to be performed under this Agreement shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the Terms and Conditions of this Agreement and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Requirement for the performance of any portion of this Agreement, the Parties agree that the applicable requirement shall be the generally accepted industry standard. So long as the State notifies Vendor of any Services performed in violation of this standard, Vendor shall re-perform the Services at no cost to the State, such that the Services are rendered in the above-specified manner, or if Vendor is unable to perform the Services as warranted, Vendor shall reimburse the State any fees or compensation paid to Vendor for the unsatisfactory Services.

7.6.   Compliance with Law

Vendor represents, warrants, covenants, and promises that Vendor, Vendor Contractors, and Vendor Personnel have complied with, and shall continue to comply, and, to the extent applicable, the Deliverables, Application Services, and System(s) comply with all applicable federal, state, foreign, and local laws, rules, regulations, codes, standards, ordinances, and orders both generally and in connection with the performance of this Agreement, including the following:

7.6.1.   Those prohibiting discriminatory employment practices or related to equal opportunity in employment or affirmative action under federal or state law, rules, regulations, or orders, including Iowa Code chapter 216 and section 19B.7 and corresponding rules of the Iowa Department of Administrative Services and the Iowa Civil Rights Commission. Upon the State's written request, Vendor shall

submit to the State a copy of its affirmative action plan, containing goals, time requirements, accessibility plans, and policies as required by Iowa Administrative Code chapter 11—121.

7.6.2. Those requiring the use of targeted small businesses as subcontractors and suppliers in connection with government contracts.

7.6.3. Those pertaining to any permitting and licensure requirements in carrying out the work performed under this Agreement.

7.6.4. Those relating to prevailing wages, occupational safety and health standards, payment of taxes, gift laws, and lobbying laws.

7.6.5. Applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, including Web Content Accessibility Guidelines (WCAG) 2.1, including any amendments thereto or any subsequent versions thereof, and all standards and requirements established by the Architectural and Transportation Barriers Access Board.

7.6.6. All applicable I.T. Governance Document(s).

7.6.7. To the extent a portion of the funding used to pay for the Deliverables, Application Services, or System(s) is being provided through a grant from the federal government, any terms or conditions required to be included in a contract between the State and a contractor pursuant to applicable federal laws, regulations, circulars, and bulletins, which Terms and Conditions are incorporated by reference into this Agreement as if fully set forth herein and contractual obligations of Vendor.

7.6.8. IRS Pub 1075.

Vendor shall take such steps as necessary to ensure Vendor Contractors and Vendor Personnel are bound by the Terms and Conditions contained in this Section 7.6 (Compliance with Law). Notwithstanding anything in this Agreement to the contrary, Vendor, Vendor Contractors, and Vendor Personnel's failure to fulfill any requirement set forth in this Section 7.6 (Compliance with Law) shall be regarded as a material breach of this Agreement the State may cancel, terminate, or suspend, in whole or in part, this Agreement or any Purchasing Instruments executed hereunder. In addition, the State may declare Vendor or Vendor Contractors ineligible for future State contracts in accordance with authorized procedures or Vendor or Vendor Contractors may be subject to other sanctions as provided by law or rule.

7.7. **No Conflicts**
Vendor represents, warrants, and covenants that no relationship existed at the time of the formation of this Agreement, or will exist during the Term of the Agreement, between Vendor, Vendor Contractors, or Vendor Personnel and the State or the State of Iowa or any of its employees or Authorized Contractors that is or may constitute a conflict of interest or appearance of impropriety, or that would conflict in any manner or degree

with the performance of its obligations under this Agreement. To the extent applicable, the provisions of Iowa Code Chapter 68B shall apply to this Agreement and any Purchasing Instruments executed hereunder, and Vendor, Vendor Contractors, and Vendor Personnel shall not engage in or permit any Third Party to engage in any conduct that would violate that chapter.

7.8.   Up to Date on Payments

Vendor represents and warrants it is not in arrears with respect to the payment of any monies due and owing the State of Iowa, including the payment of taxes and employee benefits, and covenants and warrants it will not become so during the Term, or any extensions thereof.

7.9.   Documentation

Vendor represents, warrants and covenants that during the Term, all Documentation will accurately reflect the operation of any Deliverable(s), the Application Services, and System(s) to which the Documentation pertains, and the Documentation will enable the State to use such Deliverable(s), the Application Services, and System(s) for their intended purposes.

7.10.   Preservation of Implied Warranties

All warranties made by Vendor in this Agreement, whether or not this Agreement specifically denominates Vendor's promise as a warranty or whether the warranty is created only by Vendor's affirmation or promise, or is created by a description of the Services, Deliverables, Application Services, or System(s) to be provided, or by provision of samples to the State, shall not be construed as limiting or negating any warranty provided by law, including warranties which arise through course of dealing or usage of trade. The warranties expressed in this Agreement are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Services, Deliverables, Application Services, or System(s) provided by Vendor or performance or provisioning thereof.

7.11.   Cumulative Warranties

Except to the extent otherwise provided herein, Vendor's warranties provided in this Section 7 (Representations, Warranties, and Covenants) are in addition to and not in lieu of any other warranties provided in this Agreement. All warranties provided for in this Agreement shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to the State.

7.12.   Survives Termination

Vendor's duties, obligations, and liabilities as set forth in this Section 7 (Representations, Warranties, and Covenants) shall survive termination of this Agreement and shall apply to all acts or omissions taken or made in connection with Vendor's, Vendor Contractor's, or Vendor Personnel's performance of this Agreement regardless of the date any potential claim or breach is made or discovered by the State or its Authorized Contractors.

**8.	Indemnification**

**8.1.	Generally**

Vendor and its successors and permitted assigns shall indemnify and hold harmless the State and their employees, officers, board members, agents, representatives, and officials (**"Indemnitees"**) from and against any and all claims, actions, suits, liabilities, damages, losses, settlements, demands, deficiencies, judgments, fines, penalties, taxes, costs and any other expenses (including the reasonable value of time of the Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by any Indemnitee) directly or indirectly related to, resulting from, or arising out of this Agreement, including any claims related to, resulting from, or arising out of:

8.1.1.	Any violation or breach of any term or condition of this Agreement by or on behalf of Vendor, including, the furnishing or making by Vendor, directly or indirectly, of any statement, representation, warranty or certification in connection with this Agreement that is false, deceptive, or misleading;

8.1.2.	Any negligent act or omissions, intentional or willful misconduct, or unlawful acts of Vendor, Vendor Contractors, or Vendor Personnel;

8.1.3.	Vendor's, Vendor Contractor's, or Vendor Personnel's performance or attempted performance of this Agreement;

8.1.4.	Vendor, Vendor Contractors, or Vendor Personnel's failure to comply with any applicable local, state, and federal laws, rules, ordinances, regulations, standards, or orders in the performance of this Agreement, including Pub 1075;

8.1.5.	Any failure by Vendor or Vendor Contractors to make all reports, payments, withholdings, or provide any insurance required by federal and state law, including with respect to Social Security, workers compensation, employee income, the Affordable Care Act, and other taxes, fees, or costs required by Vendor or Vendor Contractors to conduct business in the State;

8.1.6.	Any claim involving any personal injury or damage to property, including Customer Property, caused, in whole or in part, by Vendor, Vendor Contractors, or Vendor Personnel related to the work performed or any Deliverables, the Application Services, or System(s) provided under this Agreement, including any Security Breach;

8.1.7.	Vendor's, Vendor Contractor's, or Vendor Personnel's breach of any license terms, conditions, or restrictions applicable to, or violation or misappropriation of any intellectual property rights or interests in, any Customer Property that has been licensed to the State or otherwise made available or accessible to the State or Vendor by a Third Party;

8.1.8.	Any claim for violation or infringement of any statutory or common law rights or any other rights of any person or entity, including any claims or causes of action involving torts, personal injury, defamation, or rights of publicity, privacy, confidentiality, misappropriation, or security, including any Security Breach caused, in whole or in part, by Vendor, Vendor Contractors, or Vendor Personnel;

8.1.9. Any claim for wages, benefits, compensation, insurance, discrimination, or other similar claims asserted against the State by any Vendor Personnel, or any claim, penalties, or fines made, levied, assessed, or imposed by another Governmental Entity against the State in any way related to or involving the misclassification of employees as independent contractors or any allegations or findings of the existence of a joint-employment relationship involving any Vendor Personnel; or

8.1.10. Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights, or personal rights of any Third Party, including any claim that any Deliverable(s), the Application Services, the System(s), or any use, access to, or the exercise of any rights with respect to any of the foregoing ("Indemnified Items") infringes, violates or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any Third Party (collectively "Claim(s)").

8.2. Infringement Claim Additional Remedy
If the Indemnified Items, or any portion of them, become or are likely to become the subject of a Claim as provided in Section 8.1.10, then, in addition to paying any damages and attorney fees as required above, Vendor shall, at its option, either:

8.2.1. Immediately replace or modify the Indemnified Items, without loss of material functionality or performance, to make them non-infringing, or

8.2.2. Immediately procure for the State the right to continue using the Indemnified Items.

Any costs associated with implementing either of the above alternatives will be borne by Vendor. If Vendor fails to provide one of the foregoing remedies within forty-five (45) days of notice of the Claim, in addition to any other remedies available to the State under this Agreement, at law, or in equity, the State shall have the right, at its sole option, to terminate this Agreement or any applicable Purchasing Instrument, in whole or in part, and have Vendor refund to the State all associated fees, compensation or other amounts paid by the State.

8.3. Vendor's obligations under this Section 8 (Indemnification) are not limited to third party claims but shall also apply to any claims that either Party may assert against the other.

8.4. Vendor's duties, obligations, and liabilities as set forth in this Section 8 (Indemnification) shall survive termination of this Agreement and shall apply to all acts or omissions taken or made in connection with Vendor's, Vendor Contractor's, or Vendor Personnel's performance of this Agreement regardless of the date any potential claim or breach is made or discovered by the State or any other Indemnitee.

9. Default and Termination.
9.1. Termination for Cause by the State
The State may terminate this Agreement or a Purchasing Instrument(s) upon written notice of Vendor's breach of any material term, condition or provision of this Agreement or the applicable Purchasing Instrument, if such breach is not cured within the time period specified in the State's notice of breach or any subsequent notice or correspondence

delivered by the State to Vendor, provided that cure is feasible. Any time allowed for cure of a default shall not eliminate or reduce any liability Vendor may have for any damages, including any liquidated damages. In addition, the State may terminate this Agreement or Purchasing Instrument effective immediately without penalty or legal liability and without advance notice or opportunity to cure for any of the following reasons:

9.1.1. Vendor, directly or indirectly, furnished any statement, representation, warranty or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete;

9.1.2. Vendor's or Vendor Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

9.1.3. Dissolution of Vendor or any parent or affiliate of Vendor owning a controlling interest in Vendor;

9.1.4. Vendor terminates or suspends its business;

9.1.5. Vendor's authorization to engage in business either in Iowa or where organized is suspended, terminated, revoked, or forfeited;

9.1.6. Vendor or Vendor Personnel has failed to comply with any applicable international, federal, state, or local laws, rules, ordinances, regulations, standards, or orders when performing within the scope of this Agreement; or

9.1.7. The State determines or believes Vendor has engaged in conduct that has or may expose the State to material liability;

9.1.8. Vendor or any Deliverable(s), the Application Services, or the System(s) infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or misappropriates or allegedly misappropriates a trade secret; or

9.1.9. Any of the following has been engaged in by or occurred with respect to Vendor or any corporation, shareholder, or entity having or owning a controlling interest in Vendor:

9.1.9.1. Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect;

9.1.9.2. Filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any

bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

9.1.9.3. Consenting to any relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

9.1.9.4. Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;

9.1.9.5. Making an assignment for the benefit of creditors;

9.1.9.6. Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Vendor's performance of its obligations under this Agreement; or

9.1.9.7. Taking any action to authorize any of the foregoing.

The right to terminate this Agreement or applicable Purchasing Instrument pursuant to this Section 9.1 (Termination for Cause by the State) shall be in addition to and not exclusive of other remedies available the State and, notwithstanding any termination, the State shall be entitled to exercise any other rights and pursue any remedies available under this Agreement, in law, at equity, or otherwise. Vendor shall notify the State in writing if any of the foregoing events occur that would authorize the State to immediately terminate this Agreement or a Purchasing Instrument.

9.2. Termination for Cause by Vendor
Vendor may only terminate an applicable Purchasing Instrument upon written notice of the breach by the State of any material term, condition, or provision of this Agreement related thereto, if such breach is not cured within sixty (60) days of the State's receipt of Vendor's written notice of breach.

9.3. Termination for Convenience
Following thirty (30) days written notice, the State may terminate this Agreement or a Purchasing Instrument, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Vendor. Termination for convenience may be for any reason or no reason at all.

9.4. Termination Due to Lack of Funds or Change in Law
Notwithstanding anything in this Agreement to the contrary, the State shall, upon written notice, have the right to terminate this Agreement or a Purchasing Instrument, in whole or in part, without penalty or liability and without any advance notice as a result of any of the following:

9.4.1. The legislature, governor, or other applicable governing body fail in the sole opinion of the State to appropriate funds sufficient to allow the State to either meet its obligations under this Agreement or the applicable Purchasing Instrument or to operate as required and to fulfill its obligations under this Agreement or the applicable Purchasing Instrument;

9.4.2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the State to make any payment hereunder are insufficient or unavailable for any other reason as determined by the State in its sole discretion;

9.4.3. If the State's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;

9.4.4. If the State's duties, programs, or responsibilities are modified or materially altered; or

9.4.5. If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the State's ability to fulfill any of its obligations under this Agreement or the applicable Purchasing Instrument.

9.5. Limitation of Payment Obligations
In the event of a termination of this Agreement or a Purchasing Instrument for any reason (except for termination by the State pursuant to Section 9.1 (Termination for Cause by the State)), the State shall pay only those amounts, if any, due and owing to Vendor for Services, Deliverables, the Application Services, or the System(s) for which Acceptance has been provided by the State up to and including the date of termination of this Agreement or the applicable Purchasing Instrument and for which the State is otherwise obligated to pay pursuant to this Agreement; provided however, that the State's obligation to pay Vendor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of invoices and proper proof of Vendor's claim. Notwithstanding the foregoing, this Section 9.5 (Limitation of Payment Obligations) in no way limits the rights or remedies available to the State and shall not be construed to require the State to pay any compensation or other amounts hereunder in the event of Vendor's breach of this Agreement or any amounts otherwise withheld by the State in accordance with the terms of this Agreement. Notwithstanding anything in this Agreement or any related agreement to the contrary, the State shall not be liable, under any circumstances, for any of the following:
9.5.1. The payment of unemployment compensation to Vendor Personnel;

9.5.2. The payment of workers' compensation claims, which occur during the Agreement or extend beyond the date on which the Agreement terminates;

9.5.3. Any costs incurred by Vendor, Vendor Contractors, or Vendor Personnel in the performance of the Agreement, including startup costs, overhead or other costs associated with the performance of the Agreement;

9.5.4. Any damages or other amounts, including amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Agreement; or

9.5.5. Any taxes Vendor may owe in connection with the performance of this Agreement, including sales taxes, excise taxes, use taxes, income taxes or property taxes.

9.6. **Vendor's Termination or Expiration Duties**
As it relates to this Agreement or any Purchasing Instrument executed hereunder, upon receipt of notice of termination, upon expiration, or upon request of the State, Vendor shall:

9.6.1. Except as otherwise directed by the State pursuant to Section 9.6.6, cease work under this Agreement or the applicable Purchasing Instrument and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, within thirty (30) days of the date of notice of termination, expiration, or request, describing the status of all work performed under the Agreement and such other matters as the State may require.

9.6.2. As directed by the State, immediately cease using and return to the State any Customer Property provided by the State, directly or indirectly, to Vendor or Customer-Owned Deliverables prepared or developed by Vendor for the State hereunder.

9.6.3. Comply with any directions related to Vendor's destruction or return of Customer Data in accordance with Section 10.1.2 (Destruction or Return of Customer Data).

9.6.4. Immediately return or refund to the State any payments made by the State for Deliverables, Services, the Application Services, or System(s) that were not rendered or provided by Vendor, including as it relates to any pre-paid fees.

9.6.5. Immediately deliver to the State any and all Deliverables, including Customer-Owned Deliverables, Software, Source Code, or Documentation, for which the State has a property interest that is in the possession of or under the control of Vendor, Vendor Contractors, or Vendor Personnel in whatever stage of development or form at the time of such termination, expiration, or request.

9.6.6. Continue to perform and provide such Services, Deliverables, Application Services, or System(s) under this Agreement as the State may request for a transition period of up to 365 days from the effective date of such termination or expiration. As part of such request, the State will inform Vendor of the number of days during which Vendor will perform or provide transition and other related Services, Deliverables, Application Services, or System(s) ("Transition Period"). During the Transition Period, Vendor will take all actions as may be necessary or requested by the State to accomplish a complete and timely transition of the Services, Deliverables, Application Services, or System(s) from Vendor to the State or to any Authorized Contractor hired or utilized by the State to provide any replacement or similar Services, Deliverables, Application Services, or System(s)

("New Contractor"). Vendor will use its best efforts to cooperate with the State and any New Contractor, and to fully comply with all requests of the State or the New Contractor to effect a smooth and timely transition and to ensure there is no interruption of any Services, Deliverables, Application Services, or System(s). Vendor agrees that it will perform all transition services in good faith and in a professional and businesslike manner and shall comply with all reasonable requests of the State or any New Contractor to assist in the effort to accomplish a successful, seamless and unhindered transition and transfer of Vendor's responsibilities under this Agreement or applicable Purchasing Instrument(s). During the Transition Period, and solely to the extent there are legally available funds to do so, the State agrees to pay Vendor any fees to which Vendor would be entitled under this Agreement for Services, Deliverables, the Application Services, or System(s) performed or provided during such period; provided this Agreement was not terminated pursuant to Section 9.1 (Termination for Cause by the State) and Vendor continues to be in full compliance with all Terms and Conditions of this Agreement during the Transition Period. In the event the State's request for transition assistance does not require Vendor to continue providing all of the Services, Deliverables, Application Services, or System(s) under this Agreement or applicable Purchasing Instrument, the Parties will negotiate in good faith an equitable downward adjustment in the fees which are otherwise payable to Vendor.

Vendor's duties, obligations, and liabilities as set forth in this Section 9.6 (Default and Termination) shall survive termination of this Agreement.

9.7. **Survival**
Expiration or termination of this Agreement or a Purchasing Instrument for any reason will not release either Party from any duties, liabilities, or obligations set forth in this Agreement which:

9.7.1. The Parties have expressly agreed in writing survive any such expiration or termination, including as set forth in the following Sections:
9.7.1.1. 4 (Compensation and Additional Rights and Remedies);
9.7.1.2. 6 (Ownership and Intellectual Property);
9.7.1.3. 7 (Representations, Warranties, and Covenants);
9.7.1.4. 8 (Indemnification);
9.7.1.5. 9 (Term and Termination);
9.7.1.6. 10 (Confidentiality);
9.7.1.7. 11 (Security/Privacy, Business Continuity, and Disaster Recovery); and
9.7.1.8. 12 (Contract Administration).

9.7.2. Remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

10. **Confidentiality**
10.1. **Vendor's Treatment of Confidential Information**
10.1.1. **Limited Access**
Customer Data shall at all times remain the property of the State, and the State shall retain exclusive rights thereto and ownership thereof. Vendor, Vendor

Contractors, and Vendor Personnel may have access to Customer Data solely to the extent necessary to carry out their duties under the Agreement. Vendor, Vendor Contractors, or Vendor Personnel shall presume all Customer Data is considered confidential, hold all Customer Data in the strictest confidence, and use and permit use of Customer Data solely for the purposes of providing Services, Deliverables, the Application Services, and System(s) under this Agreement, subject to any restrictions set forth herein or in any state and federal laws, rules, regulations, standards, and orders applicable either during the Term or thereafter. Vendor, Vendor Contractors, and Vendor Personnel shall not gather, store, log, archive, use, or otherwise retain Customer Data in any manner other than as expressly authorized by this Agreement and will not disclose, distribute, sell, commercially or politically exploit, share, rent, assign, lease, or otherwise transfer or disseminate Customer Data to any Third Party, except as expressly permitted hereunder or as Vendor may be expressly directed in advance by the State in writing. Vendor, Vendor Contractors, and Vendor Personnel shall not remove from any State facilities or retain a copy of any Customer Data unless such removal or retention is necessary to provide or perform Services, Deliverables, the Application Services, or System(s) to fulfill their obligations under this Agreement or is otherwise approved by the State in writing. Vendor will immediately report the unauthorized disclosure of Customer Data to the State.

10.1.2. Destruction or Return of Customer Data
On the State's written request, Vendor will promptly:
10.1.2.1. After providing notice to the State and subject to its prior written approval, return or destroy, at the State's option, all Customer Data; and
10.1.2.2. Provide a notarized written statement to the State certifying all Customer Data has been returned or destroyed to the State.

To the extent Vendor is required to destroy Customer Data pursuant to this Section 10.1.2 (Destruction or Return of Customer Data), Customer Data shall be permanently deleted and shall not be recoverable, in accordance with National Institute of Standards and Technology (**"NIST"**)-approved methods.

10.1.3. Compelled Disclosures
To the extent required by applicable law or by lawful order or requirement of a court or governmental authority of competent jurisdiction over Vendor, Vendor may disclose Customer Data to a Third Party in accordance with such law, order, or requirement, subject to the following conditions:
10.1.3.1. As soon as becoming aware of such law, order, or requirement, and no-less-than five (5) business days prior to disclosing Customer Data pursuant thereto, Vendor will notify the State in writing, specifying the nature of and circumstances surrounding the contemplated disclosure, and forward any applicable process, including a subpoena, to the State for its review.

10.1.3.2. Vendor will consult with the State on the advisability of taking steps to resist or narrow any required response or disclosure.

10.1.3.3. Vendor will use best efforts not to release Customer Data pending the outcome of any measures taken by the State to contest, oppose, or otherwise seek to limit such disclosure by Vendor or any Third Party ultimately obtaining such Customer Data. Vendor will cooperate with and aid the State regarding such efforts.

10.1.3.4. Solely the extent Vendor is required to disclose Customer Data to a Third Party, Vendor will furnish only such portion of Customer Data as it is required to disclose and will exercise best efforts to obtain an order or other reliable assurances that any Customer Data disclosed will be held in confidence by any Third Party to which it is disclosed.

Notwithstanding any such compelled disclosure by Vendor, such compelled disclosure will not otherwise affect Vendor's obligations hereunder with respect to Customer Data ultimately disclosed to a Third Party.

10.2. **Treatment of Vendor's Confidential Information**
10.2.1. Safeguarding Obligation
Except as provided or contemplated herein, and subject to applicable state, federal, or international laws, rules, regulations, or orders (including Iowa Code Chapter 22 and any corresponding implementing rules, regulations, or orders), the State shall not intentionally disclose Vendor's Confidential Information to a Third Party (excluding the State's Authorized Contractors) without the prior written consent of Vendor.

10.2.2. Destruction or Return of Vendor's Confidential Information
On termination or expiration of this Agreement or an applicable Purchasing Instrument, the State shall, except to the extent otherwise required by applicable laws, rules, procedures, or record retention schedules/requirements, return or destroy, at Vendor's option, all of Vendor's Confidential Information (excluding items subject to any continuing licenses inuring to the benefit of the State hereunder or that are required for use of any Customer-Owned Deliverables or other Deliverables to which the State has a continued right to use).

10.2.3. Compelled Disclosures
Notwithstanding and in addition to the foregoing, the State may disclose Vendor's Confidential Information:
10.2.3.1. Pursuant to any legal, judicial, regulatory, or administrative proceedings, subpoena, summons, deposition, interrogatory, requests for documents, order, ruling, civil investigative demand, or other legal, administrative or regulatory processes;

10.2.3.2. Pursuant to any applicable laws, rules, or regulations;

10.2.3.3. If the State reasonably determines such information is not a confidential record pursuant to Iowa Code Section 22.7 or other applicable laws, rules, and regulations; or

10.2.3.4. If the State, in the State's sole discretion, determines Vendor has not provided or is unwilling to provide facts sufficient to enable the State to make a determination as to whether such information constitutes a confidential record under Iowa Code Section 22.7 or other applicable laws, rule, and regulations.

Prior to disclosing any of Vendor's Confidential Information as permitted above, the State shall provide reasonable notice to Vendor of the circumstances giving rise to such disclosure. Vendor agrees to indemnify and hold harmless the State and its officers, directors, employees, officials, and agents from and against any and all claims, demands, liabilities, suits, actions, damages, losses, taxes, penalties, costs and expenses of every kind and nature whatsoever (including the reasonable value of time of the Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by or on behalf of the State) arising out of, resulting from, or in any way related to any judgments or damages awarded against any of the foregoing entities or individuals in favor of a Third Party requesting any of Vendor's Confidential Information against the State or any such entities or individuals.

10.3. Open Records and Electronic Discovery Requests and Records Retention
Vendor will, upon the State's request and within any time period specified by the State, take all actions requested by the State to assist it in complying timely with any request for Customer Data or other data or information that may be made by any Third Party in accordance with applicable public or open records laws (including Iowa Code Chapter 22) or in connection with any subpoena, court order, discovery request, regulatory or criminal investigation or proceeding, or any other matter that may require the State to produce or provide Customer Data or other data or information to a Third Party. Vendor will produce and provide all Customer Data or other data or information within the time period set forth in the State's request. Vendor will take all steps necessary to ensure Customer Data is stored and maintained in its original state so as to not create any spoliation, evidentiary, or electronic discovery issues. In addition, Vendor will, upon the State's request, take all actions requested by the State to assist it in complying with any federal, state, or local record retention requirements, policies, procedures, or other similar requirements.

10.4. Non-Exclusive Equitable Remedy
Each Party acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a Party or Third Parties to unfairly compete with the other Party resulting in irreparable harm to such Party, and therefore, that upon any such breach or any threat thereof, each Party will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 10 (Confidentiality)

will constitute a material breach of this Agreement and be grounds for immediate termination of any applicable Purchasing Instrument, or in the State's case the Agreement, in the exclusive discretion of the non-breaching Party.

10.5. Survives Termination

Vendor's duties, obligations, and liabilities as set forth in this Section 10 (Confidentiality) shall survive termination of this Agreement and shall apply to all acts or omissions taken or made in connection with Vendor's, Vendor Contractor's, or Vendor Personnel's performance of this Agreement regardless of the date any potential claim or breach is made or discovered by the State or its Authorized Contractors.

11. Security/Privacy, Business Continuity, and Disaster Recovery

11.1. Data Protection

Vendor, Vendor Contractors, and Vendor Personnel shall safeguard the confidentiality, integrity, and availability of Customer Data, Customer Property, and the Application Services, System(s), or any related Deliverables. In so doing, Vendor, Vendor Contractors, and Vendor Personnel shall comply with the following:

11.1.1. Implement and maintain reasonable and appropriate administrative, technical, and physical security measures to safeguard against unauthorized access, disclosure, theft, or modification of or to Customer Data, Customer Property, the Application Services, System(s), or any related Deliverables. Such security measures shall be in accordance with recognized industry standards and controls (including NIST 800-53 Revision 4 and ISO27001:2013), and not less stringent than the measures Vendor, Vendor Contractors, and Vendor Personnel utilize to safeguard their own Confidential Information of like importance. In addition, such security measures, to the extent applicable, shall comply with, and shall enable the State to at all times comply fully with, all applicable federal, state, and local laws, rules, standards, policies, or procedures ordinances, codes, regulations, and orders related to such security measures or other security, privacy, or safeguarding requirements, including applicable I.T. Governance Document(s).

11.1.2. All Customer Data shall be encrypted at rest and in transit with controlled access and the Application Services, System(s), and any related Deliverables shall use TLS 1.2 or higher. Unless otherwise expressly provided herein or otherwise agreed to by the Parties in writing, Vendor, Vendor Contractors, and Vendor Personnel are responsible for encryption of Customer Data in their possession. Additionally, Vendor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in Federal Information Processing Standards (FIPS) 140-2, Security Requirements for Cryptographic Modules for all Customer Data, unless the State approves in writing the storage of Customer Data on a portable device that does not satisfy these standards.

11.1.3. Storage, Processing, transmission, retention, or other maintenance of Customer Data at rest and all backups shall occur solely in the continental United States of America. Vendor shall not allow Vendor Personnel to store, Process, or retain Customer Data on any portable devices, including personal computers, tablets, or cell phones, except to the extent such devices are used and permanently stored or backed up at all times only in the continental United States of America.

11.1.4. Vendor may permit Vendor Personnel to access Customer Data remotely only as required to provide technical support. Vendor may not provide technical user support on a 24/7 basis using a Follow-the-Sun model.

11.2. Additional Hosting Terms

11.2.1. Import and Export of Data

The State or its Authorized Contractors shall have the ability to import or export data or information, including Customer Data, in whole or in part to or from the System(s) at no charge, and in such formats as may be acceptable to the State, without interference from Vendor. In the event the State is unable to successfully import or export data and information in whole or in part, Vendor shall assist the State in doing so at no charge. As it relates to the export of such data and information, Vendor shall provide to or ensure the State has obtained an export of any requested data or information within one (1) day of any request in the format specified by the State.

11.2.2. Retention of Customer Data

Vendor agrees that in connection with any termination or expiration of this Agreement, Vendor shall not take any action to intentionally erase any Customer Data until otherwise directed by the State in accordance with Section 10.1.2 (Destruction or Return of Customer Data).

11.2.3. Compliance/Audits

11.2.3.1. Compliance. Annually throughout the term, Vendor shall obtain and provide the State upon request, at no additional cost:

11.2.3.1.1. An independent, Third party certificate of audit certifying that the Application Services and System(s) complies with NIST 800-53, Revision 4 controls;

11.2.3.1.2. An ISO/IEC 27001:2005 certification;

11.2.3.1.3. Test or assessment results of an independent, Third party assessment of application scans using the Open Web Application Security Project (OWASP) Top Ten List;

11.2.3.1.4. Test results of a penetration test of the System(s) conducted by an independent, Third Party;

11.2.3.1.5. A copy of Vendor's annual SOC 2 type 2 report (for all Trust Services Principles); and

11.2.3.1.6. A Vendor produced remediation plan resulting from items 11.2.3.1.1 through 11.2.3.1.5, inclusive.

11.2.3.2. Ongoing Security Testing

Vendor will periodically test the Application Services, System(s), and related Deliverables for potential areas where security could be breached. During the Term, Vendor will engage a Third party auditor to

perform an SSAE 16 of Vendor's operations, information security program, and disaster recovery/business continuity plan, and shall promptly furnish a copy of the test report or audit report the State. In addition, Vendor shall disclose its non-proprietary security processes and technical limitations to the State to enable the State to identify compensating controls necessary to adequately safeguard and protect Customer Data. For example, Vendor shall disclose its security processes with respect to virus checking and port sniffing to the State.

11.2.3.3. Security Audit

During the Term, the State or its Authorized Contractor(s) may perform security audits/scans of Vendor's environment, including unannounced penetration and security tests. The State's regulators (including any federal agencies providing funds used to pay for the Application Services, System(s), or Deliverables, in whole or in part, or which regulate the security or safeguarding of any Customer Data stored, Processed, or housed in the System(s)) shall have the same right upon request. Vendor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

11.2.3.4. Access to Security Logs and Reports

Vendor shall provide security logs and reports to the State or its Authorized Contractors in a mutually agreeable format upon request. Such reports shall include at least latency statistics, user access summaries, user access IP address summaries, and user access history and security logs for all the Application Services, System(s), and related Deliverables.

11.3. Personnel Safeguards
11.3.1. Background Checks
11.3.1.1. Floor

Vendor shall conduct nationwide criminal background checks on Vendor Personnel and shall not utilize any such personnel in the performance of this Agreement who have been convicted of any crime of dishonesty, including fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one (1) year is an authorized penalty.

11.3.1.2. Additional Screening

The State reserves the right to subject Vendor Personnel to additional background checks at any time prior to or during any engagement. Such background checks may include a work history, financial review, request for criminal history data, or local or state criminal history check, national criminal history check through the Federal Bureau of Investigation (**"FBI"**), or other background check requirement imposed or permitted by law, rule, regulation, order, or policy. Vendor Personnel may be required to authorize the release of the results of

criminal history checks, including those through the FBI, to one or more other Governmental Entities. Such background checks may be conducted by the State or its Authorized Contractors. The State may also require Vendor to conduct a work history or financial review of Vendor Personnel. Vendor shall provide the State with these background check results in a mutually agreeable form and manner prior to the commencement of any engagement by Vendor Personnel.

11.3.1.3. Vendor shall be responsible for payment of all costs associated with any and all background checks to which Vendor Personnel are subjected, regardless of whether such background checks are conducted by Vendor or the State or its Authorized Contractors.

11.3.2. Right to Remove Individuals
Should the State be dissatisfied with the performance, competence, responsiveness, capabilities, cooperativeness, or fitness for a particular task of any Vendor Personnel, the State may request the replacement of such Vendor Personnel (**"Replacement Request"**). The Replacement Request shall be in writing and upon receipt of the request, Vendor shall make reasonable efforts to furnish a qualified and acceptable replacement within fifteen (15) business days. If the State, in its sole discretion, determines Vendor Personnel pose a potential security risk and notifies Vendor of such security risk in its Replacement Request, Vendor shall immediately remove such individual; any replacement furnished by Vendor in connection with such a request may not perform or provide Services or Deliverables to the State unless and until the State gives its consent to Vendor's use of such replacement.

11.3.3. Security Awareness Training
Vendor shall promote and maintain an awareness of the importance of securing, safeguarding, and otherwise appropriately handling Customer Property, including Customer Data, among Vendor Personnel.

11.3.4. Separation of Job Duties
Vendor shall diligently monitor and enforce separation of job duties, require all Vendor Contractors and Vendor Personnel to execute non-disclosure agreements, and limit access to and knowledge of Customer Property and Customer Data to those Vendor Personnel to which such access and knowledge is absolutely necessary to provide Services, Deliverables, the Application Services, and System(s) hereunder.

11.3.5. Non-disclosure/Confidentiality Agreements
Vendor Personnel may be required to sign the State's standard confidentiality or non-disclosure agreement(s), or other confidentiality or non-disclosure agreement(s), including as may be required by applicable law, rule, regulation, or policy.

11.4. Security Breaches

11.4.1. Reporting

Vendor or Vendor Contractors will report to the State immediately upon Vendor's or Vendor Contractor's discovery of any actual or suspected Security Breach. Such report must be given in the most expedient time possible and without unreasonable delay. Written confirmation must be sent to the State within forty-eight (48) hours of discovery or notification of the actual or suspected Security Breach. Such written confirmation shall include an explanation of the nature of and circumstances surrounding such actual or suspected Security Breach.

11.4.2. Investigations in Response to Actual or Suspected Breach

Vendor and Vendor Contractors agree, at their sole expense, to take all steps necessary to promptly remedy any actual or suspected Security Breach and to fully cooperate with the State in resolving and mitigating any damage from such actual or suspected Security Breach at Vendor's sole cost. At no additional cost to the State or the State of Iowa, Vendor and Vendor Contractor will fully cooperate with the State and its Authorized Contractors in investigating such actual or suspected Security Breach, including reviewing and assisting in reviewing system, application, and access logs, conducting and assisting in conducting forensic audits of relevant systems, imaging and assisting in imaging relevant media, and making personnel available for interview. On notice of any actual or suspected Security Breach, Vendor and Vendor Contractor will immediately institute appropriate controls to maintain and preserve all electronic evidence relating to such actual or suspected Security Breach in accordance with industry best practices. Vendor and Vendor Contractor will deliver to the State a root cause assessment and future incident mitigation plan and deliver a preliminary assessment and plan as soon as practical and regularly maintain and update such assessment and plan throughout the course of any investigation. Vendor agrees that it will not notify any regulatory authority relating to any actual or suspected Security Breach unless the State specifically requests Vendor do so in writing.

11.4.3. Additional Remedies in the Event of Actual Breach

Upon the State's determination that a Security Breach involving or relating to Customer Data, the Application Services, System(s), or related Deliverables has occurred, Vendor and Vendor Contractors shall fully cooperate with the State in fully rectifying and responding to such Security Breach. Notwithstanding any provision in this Agreement or any other related agreement to the contrary, Vendor will be solely responsible and liable for all costs, expenses, damages, fines, penalties, taxes, assessments, legal fees, claims, service fees, and any and all other amounts of any kind or nature whatsoever (including the reasonable value of time of the Iowa Attorney General's Office or the costs, expenses and attorney fees of other counsel retained by the State or the State) related to, arising out of, or incurred by or on behalf of the State as a result of, any Security Breach caused directly or indirectly, in whole or in part, by any act, error or omission, negligence, or misconduct of Vendor, Vendor Contractors, or Vendor Personnel, including the cost of: notifying affected individuals and businesses or reporting to applicable regulators or Governmental Entities (including preparation, printing, mailing and delivery); opening and closing accounts, printing new checks, embossing new

cards; forensic and other audits, investigations, public relations services, call center services, websites and toll-free numbers for assisting affected individuals; obtaining credit-monitoring services and identity-theft insurance for any person or entity whose information has or may have been acquired or compromised; and all other costs associated with corrective or other actions that are taken to mitigate or address the Security Breach. The State shall determine, in its sole discretion, the content and means of delivery of any such notifications or reports. Vendor will reimburse or pay to the State all such expenses, fees, damages, and all other amounts within fifteen (15) business days of the date of any written demand or request delivered to Vendor.

11.5.   Disaster Recovery and Business Continuity

11.5.1. Creation, Maintenance, and Testing

Vendor shall maintain a Business Continuity and Disaster Recovery Plan for the Application Services, System(s), and related Deliverables ("**Plan**"), and implement such plan in the event of any unplanned interruption. Upon the State's request, Vendor shall provide the State with a copy of Vendor's current Plan, revision history, and any reports or summaries relating to past testing of the Plan. Vendor shall actively test, review, and update the Plan on at least an annual basis using American Institute of Certified Public Accountants standards and other industry best practices as guidance. Vendor shall promptly provide the State with copies of all reports and summaries resulting from any testing of the Plan and with copies of any updates to the Plan. All updates shall be subject to the requirements of this Section 11.5 (Disaster Recovery/Business Continuity). Throughout the Term, Vendor shall maintain disaster avoidance procedures designed to safeguard the Customer Data and the data processing capability and availability of the Application Services, System(s), and related Deliverables. Additional disaster recovery and business continuity requirements may be set forth in individual Purchasing Instruments.

11.5.2. Activation of Plan

Vendor shall immediately notify the State of any disaster or other event that results in the activation of the Plan. If Vendor fails to reinstate the Application Services, System(s), and related Deliverables impacted by any such disaster within the periods of time set forth in the Plan, the State may, in addition to any other remedies available hereunder, immediately terminate this Agreement or applicable Purchasing Instrument as a non-curable default and without any penalty or liability. Without limiting Vendor's obligations under this Agreement, whenever a disaster causes Vendor to allocate limited resources between or among Vendor's customers, the State shall receive at least the same treatment as comparable Vendor customers with respect to such limited resources. The provisions of Section 12.26 (Force Majeure) shall not limit Vendor's obligations under this Section 11 (Security/Privacy, Business Continuity, and Disaster Recovery). Further, nothing in this shall be construed as in any way limiting Vendor's obligations elsewhere in this Agreement, including any applicable services levels and related remedies set forth in any Service-Level Agreement attached hereto as Special Terms and Conditions.

11.5.3. Backup and Recovery

Except as otherwise set forth in a Purchasing Instrument or Service Level Agreement attached hereto as Special Terms and Conditions, Vendor is responsible for maintaining a backup of Customer Data and shall maintain a contemporaneous backup of Customer Data that may be recovered within two (2) hours at any point in time. Additionally, unless otherwise provided in a Purchasing Instrument or Service Level Agreement attached hereto as Special Terms and Conditions, Vendor shall store a backup of Customer Data in an off-site "hardened" facility no less than daily, maintaining the security of Customer Data, consistent with the security requirements set forth in this Section 11 (Security/Privacy, Business Continuity, and Disaster Recovery). To the extent applicable in calculating the fees to be charged to the State under this Agreement, any backups of Customer Data shall not be considered in calculating storage used by the State.

11.5.4. Loss of Data

In the event of any Security Breach or any other event that compromises the security, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Vendor or Vendor Contractors related to the protection of the security, confidentiality, or integrity of Customer Data, Vendor shall, in addition to any other remedies available pursuant to this Agreement, or otherwise available at law or in equity, to the extent applicable: (a) notify the State as soon as practicable but no later than two (2) hours of becoming aware of such occurrence; (b) send the State written confirmation within forty-eight (48) hours of discovery or notification of the occurrence; (c) cooperate with State in investigating the occurrence, including, but not limited to providing to the State and assisting the State in reviewing system, application, and access logs, conducting forensic audits of relevant systems, imaging relevant media, and making personnel available for interview; (d) indemnify and hold harmless the State and its employees, officers, board members, agents, representatives, and officials from and against any and all claims, actions, suits, liabilities, damages, losses, settlements, demands, deficiencies, judgments, fines, penalties, taxes, costs and expenses (including the reasonable value of time of the Iowa Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by any Indemnitee) directly or indirectly related to, resulting from, or arising out of such occurrence; (e) be responsible for recreating lost Customer Data in the manner and on the schedule specified by the State without charge; and, (g) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Vendor will undertake to prevent a future occurrence.

11.6. Survives Termination

Vendor's duties, obligations, and liabilities as set forth in this Section 11 (Security/Privacy, Business Continuity, and Disaster Recovery) shall survive termination of this Agreement and shall apply to all acts or omissions taken or made in connection with Vendor's, Vendor Contractor's, or Vendor Personnel's performance of this Agreement regardless of the date any potential claim or breach is made or discovered by the State or its Authorized Contractors.

12. **General Provisions**

    12.1. **Ancillary Agreements and Non-Disclosure Agreements**

    Vendor or Vendor Contractors will execute any agreements to address any compliance, legal, confidentiality, or privacy concerns that may be unique to the State in connection with this Agreement, including executing a Confidential Information Requirements for Vendors addendum as required by Pub 1075. Such Ancillary Agreements shall be attached as Special Terms and Conditions hereto and incorporated by reference as if fully set forth herein.

    12.2. **Immigration Status**

    Vendor and Vendor Contractors are responsible for ensuring Vendor Personnel possess and maintain valid Visas for any Vendor Personnel for whom a Visa is required. The State may require Vendor or Vendor Contractors to conduct E-Verify employment-eligibility verifications of Vendor Personnel performing or providing Services or Deliverables hereunder, including any Vendor Personnel who may have access to Customer Property or Customer Data. Vendor shall be responsible for all costs associated with the E-Verify process and shall provide the State with the results of this process in a mutually agreeable form and manner at the time or in intervals as mutually agreed to by the Parties.

    12.3. **No Publicity**

    During the Term of this Agreement and at all times after the termination or expiration of this Agreement, Vendor, Vendor Contractors, and Vendor Personnel shall not make any media release or other public announcement relating to or referring to this Agreement, a Purchasing Instrument, or the Services or Deliverables provided hereunder without the State's prior written consent. Vendor, Vendor Contractors, and Vendor Personnel shall acquire no right to use, and shall not use, without the State's written consent, the terms or existence of this Agreement, Purchasing Instrument, or the fact of providing Services or Deliverables to the State hereunder or the names, trade names, trademarks, service marks, artwork, designs, or copyrighted materials of the State of Iowa, its related entities, employees, assigns, successors or licensees: (a) in any advertising, publicity, press release, customer list, presentation or promotion; (b) to express or to imply any endorsement of Vendor or Vendor's Services or Deliverables by the State of Iowa; or (c) in any manner other than expressly in accordance with this Agreement.

    12.4. **Independent Contractor**

    Vendor is an independent contractor performing services for the State.

        12.4.1. Vendor, Vendor Contractors, and Vendor Personnel shall not hold themselves out as an employee or agent of the State of Iowa or its related entities.

        12.4.2. Except as otherwise expressly provided herein or in a Purchasing Instrument, Vendor or Vendor Contractors shall be responsible for maintaining and furnishing a place of work, and any tools, supplies, apparel, facilities, equipment, and appropriate communications devices and services required for Vendor Personnel to perform and provide the Services, Deliverables, Application Services, or System(s) hereunder.

        12.4.3. Vendor Personnel are not eligible for or otherwise entitled to, and Vendor shall ensure Vendor Personnel never claim they are eligible for or otherwise entitled

to, any State employee benefits, including retirement benefits, insurance coverage, or the like.

12.4.4. Vendor Personnel shall not be considered employees of the State of Iowa for any purpose, including for federal or State tax purposes. The State of Iowa will not withhold taxes on behalf of Vendor. Vendor shall be responsible for payment of all taxes in connection with any income earned in connection with its performance of this Agreement.

12.4.5. The State shall have no right or authority to direct or control Vendor Personnel with respect to the performance or provisioning of Services or Deliverables under this Agreement, or with respect to any other matter, except as otherwise provided by this Agreement or a Purchasing Instrument. The State is interested only in the results to be achieved by Vendor under this Agreement and related Purchasing Instruments. The manner and method of performing and providing Services and Deliverables under this Agreement and related Purchasing Instruments shall be under the exclusive control of Vendor, in accordance with the Terms and Conditions of this Agreement and the applicable Purchasing Instrument(s).

12.4.6. During any engagement under this Agreement, Vendor Personnel may perform work on behalf of, and provide deliverables to, Third Parties, and may market and advertise their services to Third Parties, so long as such activities do not: (a) violate any terms or conditions of this Agreement; (b) adversely affect the performance or provisioning of Services or Deliverables hereunder or satisfaction of any other duties, responsibilities, or obligations set forth herein; (c) create an actual or potential conflict of interest; (d) violate any intellectual property rights or interests of the State; (e) expose the State to an increased risk of experiencing a Security Breach or other cyber event.

12.4.7. Vendor and Vendor Contractors shall be free to hire employees as is necessary for their business purposes; provided, that such employees providing or provisioning Services or Deliverables hereunder shall satisfy the Terms and Conditions of this Agreement and any Purchasing Instrument(s) executed hereunder. The Parties acknowledge and agree that the State will not have the authority to hire, fire, supervise, control, or manage any Vendor Personnel.

12.4.8. Vendor Personnel shall not receive performance reviews, vocational training, or business cards from the State; shall clearly state in any and all communications related to the performance or provisioning of Services or Deliverables hereunder that they are employees of Vendor or Vendor Contractor, as opposed to employees of the State; and shall not be subject to the State's standard disciplinary practices and procedures.

12.5. Amendments

This Agreement may be amended, modified, or replaced from time to time by mutual consent of the State and Vendor. All amendments to this Agreement must be executed by both Parties in writing.

12.6. **No Third party Beneficiaries**

Except as otherwise expressly stated herein, there are no Third party beneficiaries to this Agreement. This Agreement is intended only to benefit the State and Vendor and their respective successors and permitted assigns and the individuals whose Personal Data is stored, transmitted, or otherwise Processed by the Application Services, System(s), and related Deliverables.

12.7. **Choice of Law and Forum**

This Agreement 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 Agreement, including after expiration or termination of this Agreement, 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. Vendor irrevocably: (i) consents and agrees that any legal or equitable action or proceeding arising under, in connection with or arising out of this Agreement 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 any immunity to suit or liability, in state or federal court, which may be available to the State or its officers, directors, employees, officials, and agents, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise. Vendor irrevocably consents to service of process by certified or registered mail addressed to Vendor's designated agent. Vendor appoints [_____] as its agent to receive service of process. If for any reason Vendor's agent for service is unable to act as such or the address of the agent changes, Vendor shall immediately appoint a new agent and provide the State with written notice of the change in agent or address. Any change in the appointment of the agent or address will be effective only upon actual receipt by the State. Nothing in this provision will alter the right of the State to serve process in any other manner permitted by law. This Section 12.7 (Choice of Law and Forum) shall survive termination of this Agreement.

12.8. **Assignment and Delegation**

This Agreement may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other Party, except that the State may assign, transfer, or convey this Agreement, in whole or in part, to any Governmental Entity that succeeds its duties hereunder or otherwise assumes responsibility for functions or duties currently assumed by the State. For purposes of construing this clause, a transfer of a controlling interest in Vendor, a merger, sale or consolidation of Vendor, or a sale of substantially all of Vendor's assets shall be considered an assignment. Vendor agrees that it shall provide the State with the earliest possible advance notice of any proposed sale or transfer or any controlling interest in or substantial assets of Vendor and of any proposed merger, sale or consolidation of Vendor. Vendor agrees that it shall not use this Agreement, or any

portion thereof, for collateral or to otherwise secure any financial obligation of Vendor or any affiliate thereof without the prior written consent of the State. Vendor further agrees that it may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or will be made to Vendor under this Agreement.

12.9. Use of Third Parties

12.9.1. None of the Services, Deliverables, Applications Services, or System(s) to be provided by Vendor pursuant to this Agreement shall be subcontracted or delegated to any Third Party, including Vendor Contractors, without the prior written consent of the State. Such consent shall not be deemed in any way to provide for the incurrence of any additional obligation of the State, whether financial or otherwise. Any subcontract to which the State has consented shall be in writing and shall in no way alter the Terms and Conditions of this Agreement. All subcontracts shall be subject to the Terms and Conditions of this Agreement and to any conditions of approval that the State may deem necessary. Vendor is solely liable for any and all payments that may be due to Vendor Contractors pursuant to any subcontract. Vendor shall indemnify and hold harmless the State and its officers, directors, employees, officials, and agents from and against any and all claims, demands, liabilities, suits, actions, damages, losses, taxes, penalties, costs and expenses of every kind and nature whatsoever arising out of, resulting from, or in any way related to Vendor's breach of any subcontract into which it enters, including Vendor's failure to pay any and all amounts due to any Vendor Contractor. In addition, the State is not responsible for any failure of any Vendor Contractors to pay any amounts that may be due Vendor, and Vendor may not refuse to perform its obligations under this Agreement for any such failure. If Vendor fails, neglects, or refuses to pay promptly, as due, any claim for labor or services furnished to Vendor or any subcontractor by any person in connection with the Services, Deliverables, Application Services, or System(s) performed or provided under this Agreement, the State may pay such claim and charge the amount of the payment against funds due or to become due Vendor under this Agreement. The payment of a claim in such manner shall not relieve Vendor or its surety from any obligation with respect to any unpaid claims. All subcontracts shall contain provisions which allow the State or its designee to access the subcontractor's books, documents, and records and for inspections of work, as required of Vendor herein. No subcontract or delegation of work shall relieve or discharge Vendor from any obligation, provision, or liability under this Agreement. Vendor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any Vendor Contractors. Any action of a Vendor Contractor, which, if done by Vendor, would constitute a breach of this Agreement, shall be deemed a breach by Vendor and have the same legal effect. The term **"Vendor"** as used in this Agreement shall, unless the context clearly requires to the contrary, be deemed to include Vendor Contractors and Vendor Personnel.

12.9.2. Subject to the foregoing, as the date of the execution of this Agreement the State expressly consents to Vendor's use of the following Vendor Contractor's for the following purposes:

12.9.2.1. [Insert name of approved Vendor Contractor] for purposes of providing IWD Unemployment Insurance Modernization Project.

12.10. Integration

This Agreement represents the entire agreement between the Parties concerning the subject matter hereof, and neither Party is relying on any representation that may have been made which is not included in this Agreement. Thus, the State shall be bound by any "shrink-wrap" agreement, "click-wrap" agreement, "browser-wrap" agreement, or "sneakwrap" agreement, or any other similar agreement that may accompany, relate to, or be embedded in any Deliverable(s), the Application Services, or System(s). Vendor acknowledges that it has thoroughly read this Agreement and all related Special Terms and Conditions, Ancillary Agreements, Purchasing Instruments, schedules, exhibits, and other like documents that are executed or may be executed hereunder and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein and to accept the same freely and without coercion of any kind. Accordingly, this Agreement shall not be construed or interpreted against the State on the basis of draftsmanship or preparation thereof.

12.11. Supersedes Former Agreements

This Agreement supersedes all prior Agreements between the State and Vendor for the Services, Deliverables, Application Services, or System(s) provided in connection with this Agreement.

12.12. Waiver

Except as specifically provided for in a waiver signed by duly authorized representatives of the State and Vendor, failure by the State or Vendor at any time to require performance by the other Party or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the Parties hereto.

12.13. Notices

Notices under this Agreement shall be in writing and delivered to the representative of the Party to receive notice (identified below) at the address of the Party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be affected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to the State:

150

If to Vendor:

_____

_____

_____

_____

12.14. Cumulative Rights

The various rights, powers, options, elections, and remedies of the State provided for in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed by law, and shall in no way affect or impair the right of the State to pursue any other contractual, equitable, or legal remedy to which they may be entitled. The election by the State of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

12.15. Severability

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

12.16. Time is of the Essence

Time is of the essence with respect to Vendor's performance of its obligations under this Agreement. Vendor shall ensure that all Vendor Personnel providing Services and Deliverables hereunder are responsive to the State's requirements and requests in all respects, including in accordance with any specific timelines identified in a duly executed Purchasing Instrument.

12.17. Authorization

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

12.18. Successors in Interest

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

12.19. Records Retention and Access

Vendor shall maintain books, documents and records that sufficiently and properly document Vendor's performance under this Agreement, including records that document all fees and other amounts charged during the Term of this Agreement, for a period of at least five (5) years following the later of the date of final payment, termination or expiration of this Agreement, or the completion of any required audit. Vendor shall permit the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, at no charge, to access and examine, audit, excerpt, and transcribe any pertinent books, documents, or other records of Vendor, whether electronic or optically stored, relating directly or indirectly to Vendor's performance under this Agreement. Vendor shall not impose a charge or seek payment for any fee, charge, or expense associated with any audit or examination of such books, documents and records. Vendor shall require Vendor Contractors to agree to the same provisions as set forth in this Section 12.19 (Records Retention and Access).

12.20. Headings or Captions and Terms

The section headings or captions set forth in this Agreement are for identification purposes only and do not limit or construe the contents of the sections. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, and the word "or" has the inclusive meaning represented by the phrase "and/or." The words "include" and "including" shall be deemed to be followed by the phrase "without limitation" or "but not limited to." The words "thereof," "herein," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

12.21. Multiple Counterparts and Electronic Signatures

This Agreement and all related Special Terms and Conditions, Ancillary Agreements, Purchasing Instruments, schedules, exhibits, and other like documents that are executed or may be executed hereunder, including any amendments to any of the foregoing, may be executed in several counterparts, all of which when taken together shall constitute one contract binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each such document(s) shall constitute an original. Signatures on such documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures, with such scanned and electronic signatures having the same legal effect as original signatures. Such documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (**"E-Sign Act"**), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act, codified at Iowa Code chapter 554D (**"UETA"**), or any other applicable state law, rule, policy, standard, directive, or order. Any document accepted, executed, or agreed to in conformity with such laws, rules, policies, standards, directives, or orders will be binding on the signing Party as if it were physically executed. Vendor acknowledges and agrees it will not contest the validity or enforceability of any such document(s), including under any applicable statute of frauds, because they were accepted, signed, or transmitted in electronic form. Vendor further acknowledges and agrees that it will not contest the validity or enforceability of a signed scanned or facsimile copy of any such document(s)

on the basis that it lacks an original handwritten signature, or on the basis that the Parties were not signatories to the same counterpart.

12.22.   Not a Joint Venture

Nothing in this Agreement shall be construed as creating or constituting the relationship of the partnership, joint venture (or other association of any kind or agent/principal relationship) between the Parties hereto. No Party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, another Party to this Agreement.

12.23.   Attachments

The Parties agree that if an Addendum, Attachment, Rider, Schedule, Appendix, or Exhibit is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference as if fully set forth herein.

12.24.   Further Assurances and Corrective Instruments

The Parties agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

12.25.   Obligations of Joint Entities

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

12.26.   Force Majeure

Neither Party shall be in default under this Agreement if performance is prevented, delayed or made impossible to the extent that such prevention, delay, or impossibility is caused by a "force majeure." The term "force majeure" as used in this Agreement includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar catastrophic events or causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the Parties. "Force majeure" does not include: financial difficulties of Vendor or Vendor Contractors; claims or court orders that restrict Vendor's or Vendor Contractor's ability to perform or deliver the Services, Deliverables, Application Services, or System(s) contemplated by this Agreement; strikes; labor unrest; supply chain disruptions; internet failure; power failures; hacker attacks; denial of service attacks; virus or other malicious software attacks or infections; or Security Breach. If delay results from a Vendor Contractor's conduct, negligence, or failure to perform, Vendor shall not be excused from compliance with the terms and obligations of Vendor unless the Vendor Contractor is prevented from timely performance by a "force majeure" as defined in this Agreement. If a "force majeure" delays or prevents Vendor's performance, Vendor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of

comparable performance shall be determined solely by the State. The Party seeking to exercise this provision and not perform or delay performance pursuant to a "force majeure" shall immediately notify the other Party of the occurrence and reason for the delay. The Parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which Vendor's performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

12.27. Material Breaches

The references in this Agreement to specific material breaches of this Agreement shall not be construed as implying that other breaches of this Agreement are not material.

12.28. Right of Inspection/Contract Compliance

Vendor shall allow the State making purchases or its designee to inspect Vendor's books and records at reasonable times in order to monitor and evaluate performance of this Agreement. All subcontracts shall contain provisions which allowing the same. In addition, Vendor agrees that the State or its designee may conduct a complete contract compliance audit at least once annually during the Term of this Agreement and after termination or expiration of this Agreement to determine whether or not Vendor is complying with the terms of this Agreement and all related Special Terms and Conditions, Ancillary Agreements, Purchasing Instruments, schedules, exhibits, and other like documents. Vendor shall promptly comply with and correct any deficiencies noted in the audit report as audit exceptions and will promptly implement any recommendations requested by the State or its designee. Vendor shall not impose any charge or fee in connection with any contract compliance audit.

12.29. Taxes

Vendor shall be responsible for paying any taxes incurred by Vendor in the performance of this Agreement. The State is exempt from the payment of State sales and other taxes: https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/sales_tax_exempt_letter.pdf.

12.30. Title to Property

Title to all property, including Customer Property, furnished by the State to Vendor to facilitate the performance of this Agreement and any Customer-Owned Deliverables shall remain the sole property of the State or applicable Third Party owning Customer Property that has been licensed to the State. All such property shall only be used by Vendor for purposes of fulfilling its obligations under this Agreement and shall be returned to the State upon the earliest of completion, termination, cancellation of this Agreement or the applicable Purchasing Instrument, or at the State's request. Vendor acknowledges that it shall acquire no interest or rights in and to such property. Except as expressly provided for in this Agreement, Vendor shall not disclose or use such property for any of the following purposes, including pledging or encumbering it; selling or using it for monetary gain; using it to compile mailing lists; solicit business; or pursue other business activities. Title to all property purchased by Vendor, for which Vendor has been reimbursed or paid by the State under this Agreement, or for Customer Property or Customer-Owned Deliverables purchased and paid for by the State under this Agreement, shall pass to and vest in the State.

12.31. Exclusivity

This Agreement is not exclusive. The State may obtain similar or identical Services, Deliverables, Application Services, or System(s) from other vendors.

12.32. Award of Related Agreements

The State may undertake or award supplemental or successor agreements for work related to this Agreement. Vendor shall cooperate fully with Authorized Contractors who may be engaged by the State in connection with this Agreement, including complying with any license terms, conditions, or restrictions imposed by such Authorized Contractors in connection with any systems, software, or other intellectual property owned by or licensed by or through such Authorized Contractors and to which Vendor, Vendor Contractors, Vendor Personnel must use or access or with which the Application Services, System(s), or related Deliverables must interface, integrate, or connect. Any reference herein to the State's designee or other like reference shall be deemed to include its Authorized Contractors. Vendor will ensure that any Vendor Contractors or Vendor Personnel will abide by this provision.

12.33. Sovereign Immunity

The State, on its own behalf or on behalf of any of its officers, directors, employees, officials, and agents, does not waive sovereign immunity or any other immunity available to it by entering into this Agreement and specifically retains and reserves the defense of sovereign immunity or any other immunity and all defenses available under State and federal laws, rules, and regulations for any claim arising out of or related to this Agreement.

12.34. Attorney's Fees and Expenses

In the event Vendor defaults on any of its obligations under this Agreement, Vendor shall pay to the State all costs and expenses (including the reasonable value of time of the Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by or on behalf of the State) incurred by the State in enforcing this Agreement or any of its rights and remedies with respect thereto.

12.35. Care of Property

Vendor shall be responsible for the proper custody and care of any property, data, databases, software, interfaces, hardware, telecommunications lines and equipment, intellectual property, including Customer Property, furnished by the State for Vendor's use in connection with the performance of the Agreement. Vendor shall exercise its best efforts to prevent damage to all such property and shall, at the State's request, restore damaged property to its condition prior to the damage at the sole expense of Vendor. Such restoration shall be complete when judged satisfactory by the State. In addition, at the State's request, Vendor will reimburse the State for any loss or damage to such property caused by Vendor, Vendor Contractors, or Vendor Personnel. Vendor shall not take any action that would impair the value of, or goodwill associated with, the name, property and intellectual property rights of the State or State of Iowa.

12.36. Survives Termination

This Section 12 (General Provisions) shall survive termination or expiration of the Agreement.

Special Terms and Conditions/Ancillary Agreement #001
Application Services/System(s) Description and Related Fees

The following Special Terms and Conditions are part of and incorporated into the IWD Unemployment Insurance Modernization Project, Agreement No. [_____], (**"Agreement"**) between the State of Iowa, acting by and through the Iowa Workforce Development (**"State"**), and _____, a corporation organized under the laws of _____ (**"Vendor"**). This Special Terms and Conditions identifies, defines, and describes the Application Services and System(s) to be provided by Vendor. Capitalized terms used but not defined herein are as defined in the Agreement. Services and Deliverables and related fees other than the Application Services and System(s) and related fees identified herein should be identified, described, and documented in a Purchasing Instrument separate from these Special Terms and Conditions.

1.   **Application Services and System(s).** The term "Application Services" and "System" as used in the Agreement shall mean the following Vendor-hosted system software and services:

2.   **Application Service and System Fees (including Support Service Fees)**:
    2.1.   **Application Service and System(s) Fees prior to Go-Live**
            The Parties agree that the State shall not be charged or responsible for the payment of any fees for the Application Services or System(s) until after **"Go Live,"** meaning on the later of the date: (a) on which the State provides Vendor with written notice of Final Acceptance of the initial implementation, configuration, and transition to the Application Services or System(s); or (b) the date on which the Application Services and System(s) goes live into production; provided, however, if it is necessary for the State or its Authorized Contractors to receive, hold, possess, or own either all or a portion of the licenses granted pursuant to Section 3.2.1 (Grant of License) of the Agreement for any reason prior to Go Live, Vendor shall grant, supply, or otherwise obtain the State and its Authorized Contractors to or with the necessary license(s) during any such period at no charge to the State.

    2.2.   **Subscription Fees after Go-Live**

Application Services/System(s)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
	$X,XXX	$X,XXX	$X,XXX	$X,XXX	$X,XXX	$X,XXX	$X,XXX
	$X,XXX	$X,XXX	$X,XXX	$X,XXX	$X,XXX	$X,XXX	$X,XXX
	$X,XXX	$X,XXX	$X,XXX	$X,XXX	$X,XXX	$X,XXX	$X,XXX
Total	**$X,XXX**	**$X,XXX**	**$X,XXX**	**$X,XXX**	**$X,XXX**	**$X,XXX**	**$X,XXX**

Respondent: Please Describe the Application Service and System(s) fees over the Term of the Agreement after Go-Live. The above-table is for example purposes only.

3.   **Third party Software; Third party Intellectual Property**
    3.1.   **Respondent:** Please describe any Third party Software. Please attach any Third party license terms or conditions to your Proposal that you are required to flow down and that you may ask the State to agree to as part of any proposed solution.

4. **Other Third party Intellectual Property**

    4.1. **Respondent:** Please describe any other Third party Intellectual Property. Please attach any Third party license terms or conditions to your Proposal that you are required to flow down and that you may ask the State to agree to as part of any proposed solution.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute these Special Terms and Conditions, which are effective as of the date of last signature below.

Iowa Workforce Development (**"the State"** or **"State"**)	**[Name of Vendor]** (**"Vendor"**)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Special Terms and Conditions/Ancillary Agreement #002
Service Levels Agreement

The following Special Terms and Conditions are part of and incorporated into the IWD Unemployment Insurance Modernization Project, Agreement No. [_____], (**"Agreement"**) between the State of Iowa, acting by and through Iowa Workforce Development (**"State"**), and _____, a corporation organized under the laws of _____ (**"Vendor"**). Capitalized terms used but not defined herein are as defined in the Agreement.

1. **Overview**

    These Special Terms and Conditions set forth certain performance standards and service levels to be achieved by Vendor in providing the Applications Services, System(s), and related Deliverables to the State.

2. **Definitions**

    Except as provided in this exhibit, capitalized terms used but not defined herein are as defined in the Agreement. The following terms, when used in this Exhibit, shall have the following meanings:
    "**Available**" means the Application Services and System(s) shall:

    - Be capable of being utilized or accessed over the Internet by State Users, their Authorized Contractors, and Users as contemplated under the Agreement, RFP, and the Proposal, including in accordance with any Requirements, without Error or Deficiency, and without material degradation of performance; and

    - Provide the functionality required under the Agreement and applicable Purchasing Instruments.

    "**Downtime**" means the aggregate duration of Outages for the Application Services, System(s), and related Deliverables (or any portion thereof) during a calendar month, excluding Scheduled Downtime.

    "**Download Time**" means the average time to download or execute any page, screen, or other system response related to the Application Services, System(s), or related Deliverables, including all content contained therein or related thereto. Download time shall be measured using a Vendor-supplied program, and by clock, and shall be measured to the nearest one-tenth of a second for each page, commencing from the operative input from the user, whether by keyboard, mouse click, or any other input device.

    "**KB40**" means the Keynote Business 40 Internet Performance Index. In the event KB40 is discontinued, a successor index (such as average download times for all other customers of the Vendor) may be mutually agreed upon by the Parties.

    "**Normal Business Hours**" means 8:00 a.m. to 4:30 p.m. CST, Monday through Friday.

    "**Outage**" means any time during which the Application Services, System(s), and related Deliverables (or any portion thereof) is not Available within calendar month, measured from the earliest point in time that such Outage is or reasonably should be detected by Vendor, Vendor Contractors, or Vendor Personnel, but in any event no later than the time the Outage actually occurred.

    "**Scheduled Downtime**" means scheduled maintenance Outages communicated to and agreed to

by the State at least twenty-four (24) hours in advance, which Outages shall last no longer than is reasonably necessary to address the applicable maintenance need. Scheduled downtime must be scheduled outside of Normal Business Hours.

"**Server(s)**" shall mean the server(s) on which the Application Services, System(s), and related Deliverables are hosted.

"Support Request(s)" means a request by the State to Vendor related to the Application Services, Systems(s), or related Deliverables being un-Available.

"Support Request Classification" means the level of a Support Request based on the severity or seriousness of the Error, Deficiency, or issue leading to the Support Request. Support Requests shall be classified as follows:
- **Level 1 Critical:** Any Error, Deficiency, or issue causing the Application Services, System(s), or related Deliverables (or any portion thereof) to be un-Available in a manner that affects a vast majority State Users or Users.
- **Level 2 Major:** Any Error, Deficiency, or issue causing the Application Services, System(s), or related Deliverables (or any portion thereof) to be un-Available in a manner that affects a substantial number of State Users or Users.
- **Level 3 Important:** Any Error, Deficiency, or issue causing the Application Services, System(s), or related Deliverables (or any portion thereof) to be un-Available in a manner that affects a material number of State Users or Users. For example, when a minor defect is reported.
- **Level 4 Minor:** A minor Error, Deficiency, or issue not covered in levels 1–3, above.

"Uptime" any time that is not Downtime. Uptime includes both: (a) "**Critical Hours**," meaning hours occurring during Normal Business Hours; and (b) **"Non-Critical Hours,"** meaning hours occurring outside of Normal Business Hours.

3.   **Service Levels**
   3.1.   **Support Requests**
            The State may make Support Requests via a Vendor-specified telephone number, email address, or other Vendor-provided mechanism, which shall be available during Normal Business Hours. Vendor shall respond to, follow up on, and resolve Support Requests in accordance with the following performance standards and service levels.

      3.1.1.   **Support response times**
                Following the receipt of a Support Request, Vendor shall provide an initial response for the Support Request based on the Support Request Classification within the corresponding timeframe set forth in the table below.

Title	Performance Level		Measurement Period
Support Response Times*	Level 1	30 minutes	From initial request
	Level 2	3 hours	
*Response times reflect responses within Normal Business Hours. If a ticket is submitted before or after Normal Business Hours, the performance level requirement will begin at the next Normal Business Hour.	Level 3	6 hours	
	Level 4	8 hours	

3.1.2. Support Status Update

Following the receipt of a Support Request and Vendor's initial response thereto, Vendor shall provide a status update for the Support Request based on the Support Request Classification, within the corresponding timeframe set forth in the table below.

Title	Performance Level		Measurement Period
Support Status Update	Level 1	Every hour	From initial response
	Level 2	Every two (2) hours	
	Level 3	Once every other day	
	Level 4	Once each week	

3.2. Uptime/Availability

The Application Services, System(s), and related Deliverables will be Available:

3.2.1. 99.9% during Critical Hours, excluding Scheduled Downtime; and

3.2.2. 99% during Non-Critical Hours, excluding Scheduled Downtime.

Vendor shall be solely responsible all Downtime in accordance with the service levels identified above, excluding Scheduled Downtime, including if such Downtime was caused, in whole or in part, by Vendor Contractor(s) or Vendor Personnel.

Vendor shall provide a recovery time objective (RTO) of 2 hours or less, and a recovery point objective (RPO) back up plan of 4 hours or less.

3.3. Download Time

Vendor represents, warrants, and covenants that the Download Time for a page, screen, or other system response of or related to the Application Services, System(s), or any related Deliverables shall be:

Title	Performance Level		Measurement Period
Download Time	During Critical Hours	At a maximum, the lesser of (a) 0.5 seconds above the KB40, or (b) three (3) seconds	Each operative input from the user, whether by keyboard, mouse click, or any other input device.
	During non-Critical Hours	At a maximum, the lesser of (a) 0.8 seconds above the KB40, or (b) five (5) seconds	

3.3.1. Vendor shall be responsible all Download Times in accordance with the service levels identified above, including if the failure to meet the required Download Time performance level was caused, in whole or in part, by Vendor Contractor(s) or Vendor Personnel.

3.3.2. Vendor shall be responsible all Download Times in accordance with the service levels identified above, based on the assumption that the State, State Users, or Users may have relatively slow internet connection speeds, including as low as twenty (20) megabits per second of download speed.

3.3.3. Tests of Download Times shall be conducted by Vendor over any two (2) hour period during Critical Hours every ten (10) business day(s) using a representative number of logged-on computers or terminals for the selected two (2) hour period and running a representative sampling of applications then being accessed or used.

4.   Reporting/Audits
4.1.   Reporting
Vendor shall track and report monthly to the State regarding its satisfaction of the service levels and performance measures established in Section 3 (Service Levels), above. Such report shall include metrics specifying Vendors response time in relation to Support Requests, its follow-up time in relation to Status Updates, the Availability of the Application Services, System(s), and related Deliverables during Critical Hours and Non-Critical Hours, and Download Times of the Application Services, System(s), and related Deliverables. Vendor further agrees to provide, at no cost to the State, measurement tools capable of directly making all measurements necessary to verify any and all Service Level(s) identified in Section 3 (Service Levels).

4.2.   Audits
The State or its Authorized Contractors will have the right to audit Vendor's measurement, monitoring, and reporting on all service levels herein, including providing the State with access to the data used by Vendor to calculate its performance against the service levels and the measurement, monitoring tools, and procedures utilized by Vendor to generate such data for purposes of audit and verification.

5.   Remedies
5.1.   Service Level Credits
Vendor's failure to achieve any of the service levels described in Section 3 (Service Levels)

shall constitute a **"Service Level Failure."** Upon the occurrence of any Service Level Failure, Vendor shall issue to the State a credit, and shall otherwise be liable to the State, in the amount set forth in the table below (**"Service Level Credit"**).

5.2.   **Notification/Fee Offset**
Vendor shall notify the State if the State becomes entitled to a Service Level Credit in the monthly performance reports as described in Section 4 (Reporting/Audits). The total amount of Service Level Credits to which the State is entitled each month shall be reflected on the invoice issued in the second month following the month during which the Service Level Credit(s) was earned as an offset of the fees otherwise due by the State to Vendor under the Agreement. Upon request, and in the State's sole discretion, Vendor may be required to issue a refund of Service Level Credits to the State.

5.3.   **Service Level Credits**:

Service Level Failure	Service Level Credits
Support Response Times/Support Status Updates	1/30th of the monthly fees for each three (3) documented instances in which a Level 1 or 2 Service Level Failure has occurred in a month. 1/60th of the monthly fees for each three (3) documented instances in which a Level 3 or 4 Service Level Failure has occurred in a month.
Uptime/Availability	For Downtime occurring during Critical Hours, 3% of the monthly fees for every 0.1% below the required Service Level. For Downtime occurring during Non-Critical Hours, 1% of the monthly fees for every 0.1% below the required Service Level.
Download Times	For Download Times failing to meet the applicable Service Level during Critical Hours, 1% of the monthly fees for every ten (10) instances a Service Level Failure has occurred in a month. For Download Times failing to meet the applicable Service Level during Non-Critical Hours, .5% of the monthly fees for every ten (10) instances a Service Level Failure has occurred in a month.

5.4.   **Termination for Chronic Service Level Failures**
In addition to its termination rights under the Agreement, the State may, in its sole discretion, terminate the Agreement or any active Purchasing Instruments without further obligation to Vendor in the event Vendor fails to achieve any of the required Service Levels for (a) three (3) consecutive months, or (b) any three (3) months during a consecutive six (6) month period.

5.5.   **Survival**
Service Level Credits due or owing the State shall survive termination of the Agreement.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute these Special Terms and Conditions, which are effective as of the date of last signature below.

Iowa Workforce Development (**"the State"** or **"State"**)	**[Name of Vendor]** (**"Vendor"**)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Special Terms and Conditions/Ancillary Agreement #003
Insurance Requirements

The following Special Terms and Conditions are part of and incorporated into the IWD Unemployment Insurance Modernization Project, Agreement No. [_____], (**"Agreement"**) between the State of Iowa, acting by and through Iowa Workforce Development (**"State"**), and _____, a corporation organized under the laws of _____ (**"Vendor"**). Capitalized terms used but not defined herein are as defined in the Agreement.

1.   **Insurance Requirements**

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 by this attachment. Vendor's insurance shall, among other things, insure against any loss or damage resulting from or related to Vendor's performance of the Agreement regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Exhibit 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 State of Iowa or any Governmental Entities), or canceled (without being simultaneously replaced by another policy meeting the requirements of this Exhibit). The State of Iowa shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: "It is hereby agreed and understood that the State of Iowa is named as additional insured, and that the coverage afforded to the State of Iowa under this policy shall be primary insurance. If the State of Iowa has other insurance that is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer's liability under this policy shall not be reduced by the existence of such other insurance." Notwithstanding the foregoing, the requirement that the State of Iowa be named as additional insureds on all policies of insurance shall not apply to Vendor's Workers Compensation Insurance. The State of Iowa will accept a combined Technology Errors and Omissions and Cyber Liability policy or a separate Technology errors and Omissions and separate Cyber Liability policy. Such insurance shall, (a) cover the liability of Vendor by reason of any actual or alleged error, omission, negligent act or wrongful act of Vendor committed in rendering or failing to render any products or services, and shall specifically include coverage for liabilities caused by a security breach, breach of privacy, or a breach of privacy regulations, including unauthorized disclosure of information, unauthorized access, or failure to protect a network security breach; liabilities resulting from the unauthorized release, transmission or publication of private or technical information in your possession under the scope of the Agreement; (b) including the indemnification of the State of Iowa for any costs and expenses, including the State of Iowa's notification expenses, incurred by the State of Iowa arising out of a security breach, privacy breach, or breach of privacy regulations; with an occurrence or per claim limit and annual aggregate limit of not less than $15,000,000 each claim/$15,000,000 annual aggregate; and (c) if underwritten on a claims made insuring agreement, be maintained for a period of not less than two (2) years after the expiration of the Agreement. In the event Vendor fails to secure and continuously maintain the insurance coverage required under this attachment, the State of Iowa may charge Vendor, and Vendor shall pay the State of Iowa, (a) the State of Iowa's actual expenses incurred in purchasing similar protection and (b) the value or amount of any claims, actions, damages, liabilities, costs, and expenses paid by the State of Iowa which would not have been paid by the State of Iowa if Vendor had complied with the requirements of this Exhibit.

2. **Insurance Policies**

Unless otherwise requested by the State of Iowa, Vendor shall cause to be issued insurance policies with the coverages set forth below:

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	$15 million
	Products –	
	Comp/Op Aggregate	$15 million
	Personal injury	$15 million
	Each Occurrence	$5 million
Excess Liability, umbrella form	Each Occurrence	$5 million
	Aggregate	$15 million
Technology Errors and Omissions Insurance	Each Occurrence	$5 million
	Aggregate	$15 million
Workers Compensation and Employer Liability	As Required by Iowa law	$2 million
Cyber Liability / Network Security	Each Occurrence	$15 million
	Aggregate	$15 million

3. **Claims Provision**

All insurance policies required by this Exhibit, with the exception of the policy for Errors and Omissions Insurance, must provide coverage on an "occurrence basis" for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy. The policy for Errors and Omissions Insurance will provide coverage on a "claims made" basis, provided however, that such policy includes extended reporting period or tail coverage acceptable to the State of Iowa.

4. **Certificates of Coverage**

At the time of execution of the Agreement, Vendor shall deliver to the State of Iowa certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Vendor starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Vendor related to the Agreement, certifying that the State of Iowa is named as an additional insured on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the State of Iowa. Vendors' certificate(s) must also include all Vendor Contractors as additional insureds under its policies, or Vendor must furnish to the State separate certificates for each Vendor Contractor. All coverage for Vendor Contractors shall be subject to the minimum requirements identified above. All certificates of insurance shall be subject to approval by the State of Iowa. The Vendor shall simultaneously with the delivery of the certificates deliver to the State of Iowa one duplicate original of each insurance policy.

5. **Liability of Vendor**

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

6. **Waiver of Subrogation Rights**

   Vendor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the State of Iowa. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the State of Iowa for all policies.

7. **Filing of Claims**

   In the event the State of Iowa suffers a loss and is unable to file a claim under any policy of insurance required under this Agreement, the Vendor shall, at the State of Iowa's request, immediately file a proper claim under such policy. Vendor will provide the State of Iowa with proof of filing of any such claim and keep the State of Iowa fully informed about the status of the claim. In addition, Vendor agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the State of Iowa. Vendor shall pay to the State of Iowa any insurance proceeds or payments it receives in connection with any such claim immediately upon Vendor's receipt of such proceeds or payments.

8. **Proceeds**

   In the event the State of Iowa suffers a loss that may be covered under any of the insurance policies required under this attachment or the Agreement, neither Vendor nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the State of Iowa has fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Vendor hereby assigns to the State of Iowa all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this attachment and the Agreement.

Iowa Workforce Development (**"the State"** or **"State"**)	**[Name of Vendor]** (**"Vendor"**)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Special Terms and Conditions/Ancillary Agreement #004
Statement of Work

The following Purchasing Instrument/Statement of Work (**"SOW"**) is executed under and pursuant to IWD Unemployment Insurance Modernization Project, Contact No. _____, (**"Agreement"**) between the State of Iowa, acting by and through Iowa Workforce Development (**"the State"** or **"State"**), and _____, a corporation organized under the laws of _____ (**"Vendor"**). This Purchasing Instrument is effective as of the date of last signature below (**"Effective Date"**). Capitalized terms used but not defined herein are as defined in the Agreement.

1. **Executive Summary/Project Scope**
2. **Specifics**
   2.1 **Solution Components**
   2.2 **Deliverables**
   2.3 **Customer-Owned Deliverables**
   2.4 **Source Code**
   2.5 **Services**
   2.6 **Training and Knowledge Transfer**
   2.7 **Support**
   2.8 **Documentation**
   2.9 **Location**

3. **Milestones, Payment Schedule, Retained Amount(s), Performance Measures, Compensation.** The following table identifies key milestone events and Deliverables, associated schedules/timelines, associated payments, any Retained Amounts, and applicable Performance Standards. All Deliverables as defined below shall be subject to the Acceptance Testing process set forth in the Agreement. To secure Vendor's performance under this SOW, the State may retain the amount specified the table below in the **"Retained Amounts"** column until any performance deficiencies experienced have been remediated, or until all Deliverables or milestones under this SOW have been fully performed or delivered and the State's delivery of written notice of Final Acceptance has been tendered. In addition, subject to any assumptions noted below, failure of Vendor to meet the deadlines/timelines listed in the **"Schedule"** column below shall result in Vendor being liable to the State for the amount specified in the **"Performance Standards"** column. The following is intended solely for purposes of example.

4.

#	Milestone	Deliverable(s)	Schedule	Total Payment	Retained Amounts	Net Payment	Performance Standards
1	Project Kick-Off Meeting	--	Effective Date + 5 days	$--	$--	$--	$--
			Total	$--	$--	$--	$--

In the case of hourly fees for optional services Vendor must obtain prior written permission from the State before going over the Estimated/Quoted number of hours identified in the table below. Vendor will be entitled to no payment for any hours claimed in excess of the estimated/quoted hours without the State's prior written permission.

Services Category	Hourly Rate	Estimated/Quoted Number of Hours	Estimated/Quoted Total Fee
Consulting Services			
Deployment Services			
Out-sourced Programs			
Maintenance Services			
Other Services			
Total			

5.   **Project Plan**

The foregoing Deliverables and Milestones will be implemented pursuant to and in accordance with a more detailed project plan to be agreed by the Parties (**"Project Plan"**), which Project Plan will be consistent with the requirements of the RFP and any representations made in the Proposal, and which Project Plan, once finalized, is incorporated into this SOW and thereby the Agreement by reference as if full set forth herein and therein. The initial Project Plan for this implementation will be agreed by the Parties in accordance with the Schedule set forth in Section 3 (Milestones, Payment Schedule, Retained Amount(s), Performance Measures, Compensation), above.

6.   **State Responsibilities**

7.   **Assumptions**

8.   **Security**

9.   **Dispute Resolution/Performance Monitoring**

In addition to any terms or conditions in the Agreement related to dispute resolution/performance monitoring, it is the intent of the Parties that any disputes or issues arising related to performance under this SOW shall be communicated to the appropriate Project Manager. Vendor shall be solely responsible for addressing any disputes or performance issues with any Vendor Personnel or resources made available through Vendor or Vendor Contractors, directly or indirectly, under the Agreement and this SOW and for ensuring adequate performance/provisioning of Deliverables hereunder and successful completion of this project. In the event of a dispute or performance issues, the Parties shall discuss the matter in good faith and escalate the issue, as appropriate, within their respective organizations. Except with regard to actions for equitable relief, the Parties shall attempt to resolve all disputes informally for a period of not-less-than ten (10) days before instituting any legal proceedings in a court of competent jurisdiction.

10.   **Contacts.** The following shall be the Parties' primary contacts for this SOW and, unless otherwise set forth herein, the Project Manager(s):

Vendor Representative: _____
Address: _____
                                           _____
                                           _____
Telephone number: _____
Email address: _____

Representative of the State: _____

Address: _____

_____

_____

Telephone number: _____

Email address: _____

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Purchasing Instrument, which is effective as of the date of last signature below.

Iowa Workforce Development   **[Name of Vendor]**
(**"the State"** or **"State"**)   (**"Vendor"**)

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Exhibit 14   Addendums to RFP as Issued

Exhibit 15	Optional Services

Please describe any other related services or capabilities you would like the State to be aware of while reviewing this proposal. Provide detailed information about these services or capabilities, including a separate Cost Proposal for each item in the same format as outlined in Exhibit 16.

	Exhibit 16	**Cost Proposal**

Payment Terms

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

Cost Proposal

Responsible Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in Firm U.S. Dollars based on Net 60 Days Payment Terms. Include any escalation expected over the seven possible annual extensions. Price adjustments may be considered once per year, one month prior to the contract annual start month upon request. Price increase shall not exceed 3%. The following template is required. Please provide any supporting narrative for the Cost Proposal in an attachment with this section.

Deliverable Item	Estimated # of Hours	Blended Hourly Rate	Initial Contract Period Cost	Renewal Year 1 Cost	Renewal Year 2 Cost	Renewal Year 3 Cost	Renewal Year 4 Cost	Renewal Year 5 Cost	Renewal Year 6 Cost	Renewal Year 7 Cost	Total Deliverable Costs
UI Benefits Core System		$	$	$	$	$	$	$	$	$	$
Implementation		$	$	$	$	$	$	$	$	$	$
Data Conversion		$	$	$	$	$	$	$	$	$	$
Training		$	$	$	$	$	$	$	$	$	$
Hosting Services		$	$	$	$	$	$	$	$	$	$
Maintenance Services		$	$	$	$	$	$	$	$	$	$
Other (specify)		$	$	$	$	$	$	$	$	$	$
Other (specify)		$	$	$	$	$	$	$	$	$	$
Total Project Costs		$	$	$	$	$	$	$	$	$	$

Exhibit 17   DOL UI Core Performance Measures

UI PERFORMS Core Measures	Acceptable Levels of Performance
Benefits Measures	
First Payment Promptness: % of *all* 1st payments made within 14/21 days after the week ending date of the first compensable week in the benefit year (excludes Workshare, episodic claims such as DUA, and retroactive payments for a compensable waiting period).	≥87%
Nonmonetary Determination Time Lapse: % of Nonmonetary Determinations (Separations and Nonseparations) made within 21 days of the date of detection of any nonmonetary issue that had the potential to affect the claimant's benefit rights.	≥80%
Nonmonetary Determination Quality- Nonseparations: % of *Nonseparation* Determinations with Quality Scores equal to or greater than 95 points, based on the evaluation results of quarterly samples selected from the universe of nonseparation determinations.	≥75%
Nonmonetary Determination Quality- Separations: % of *Separation* Determinations with Quality Scores equal to or greater than 95 points, based on the evaluation results of quarterly samples selected from the universe of separation determinations.	≥75%
Program Integrity Measures	
Overpayment Measure *Detection of Overpayments:* % of detectable, recoverable overpayments estimated by the Benefit Accuracy Measurement survey that were established for recovery.	≥50% and ≤95% of detectable / recoverable overpayments are established for recovery
Benefit Year Earnings (BYE) Measure: Percentage of the amount overpaid due to BYE issues divided by the total amount of UI benefits paid	25% reduction from State's CY 2010 - CY 2012 baseline BYE rate
Improper Payments Measure: Percentage of UI benefits overpaid plus UI benefits underpaid minus overpayments recovered divided by the total amount of UI benefits paid.	< 10%
UI Overpayment Recovery Measure: Percentage of Amount of overpayments recovered divided by (Amount of overpayments established minus overpayments waived) *(example IPIA 2013 = July 1, 2012 – June 30, 2013)*	IPIA 2013: 55%; IPIA 2014: 58%; IPIA 2015: 65%; IPIA 2016: 68%; IPIA 2017: 68% IPIA 2018: 68%
Appeals Measures	

Tax Quality: assessment of the accuracy and completeness of the tax program.	No more than 3 tax functions failing TPS in a year
	The same tax function cannot fail for 3 consecutive years

Reemployment Measure	
Facilitate Reemployment: % of UI claimants who are reemployed within the quarter following their first UI payment.	Varies by state See here for state details
Average Age of Pending Lower Authority Appeals: The sum of the ages, in days from filing, of all pending Lower Authority Appeals divided by the number of Lower Authority Appeals.	≤30 Days
Average Age of Pending Higher Authority Appeals: The sum of the ages, in days from filing, of all pending Higher Authority Appeals divided by the number of Higher Authority Appeals.	≤40 Days
Lower Authority Appeals Quality: % of Lower Authority Appeals with Quality Scores equal to or greater than 85% of potential points, based on the evaluation results of quarterly samples selected from the universe of lower authority benefit appeal hearings.	≥80%
Tax Measures	
New Employer Status Determinations Time Lapse: % of New Employer Status Determinations made within 90 days of the last day in the quarter in which the business became liable.	≥70%

SECRETARY STANDARDS IN REGULATIONS[1]	**Acceptable Levels of Performance**
First Payment Promptness (Regulation): % of *all* 1st payments made within 14/21 days: Intrastate, UI, full weeks	≥87%
First Payment Promptness (Regulation): % of *all* 1st payments made within 35 days: Intrastate, UI, full weeks	≥93%

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[1] The criteria for measures of Secretary Standards are currently in regulation and will remain in effect until regulation is replaced.

First Payment Promptness (Regulation): % of *all* 1st payments made within 14/21 days: Interstate, UI, full weeks	≥70%
First Payment Promptness (Regulation): % of *all* 1st payments made within 35 days: Intrastate, UI, full weeks	≥78%
Lower Authority Appeals *(Regulation):* % decided within 30 days of filing	≥60%
Lower Authority Appeals *(Regulation):* % decided within 45 days of filing	≥80%

UI PERFORMS MANAGEMENT INFORMATION MEASURES
Secretary's Standards
First payments Intrastate full weeks, within 14/21 days
First payments Intrastate full weeks, within 35 days
First payments Interstate full weeks, within 14/21 days
First payments Interstate full weeks, within 35 days
Lower Authority Appeals Timeliness – 30 days
Lower Authority Appeals Timeliness – 45 days
Tax Measures
New Status Determination Timeliness (within 180 days of Quarter Ending Date)
Successor Status Determination Timeliness (within 90 days of Quarter Ending Date)
Successor Status Determination Timeliness (within 180 days of Quarter Ending Date)
Contributory Employer Report Filing Timeliness
Reimbursing Employer Report Filing Timeliness
Secured Delinquent Contributory Reports Timeliness
Secured Delinquent Reimbursing Reports Timeliness
Resolved Delinquent Contributory Reports Timeliness
Resolved Delinquent Reimbursing Reports Timeliness
Contributory Employer Payments Timeliness
Reimbursing Employer Payments Timeliness
Percent of Contributory Employer Tax Due Declared Uncollectible
Percent of Reimbursing Employer Receivables Due Declared Uncollectible

Percent of Contributory Employer Accounts Receivable at End of Report Period to Tax Due
Percent of Reimbursing Employer Accounts Receivable at End of Report Period to Tax Due
Percent of Change in Total Wages Resulting from Audit
Percent of Total Wages Audited (Annualized)
Accuracy of New Status Determination
Accuracy of Successor Determination
Accuracy of Status inactivation
Timeliness of Cashiering
Accurate Identification and Resolution of Report Delinquency
Accurate identification and Resolution of Accounts Receivable
Audits to meet ESM Requirements
Accuracy of Contribution Reports processing
Accuracy of Debits and Billings of Contributory Employers
Accuracy of Debits and Billings of Reimbursing Employers
Accuracy of Credits and Refunds
Accuracy of Benefit Charging
Accuracy of Experience Rating
Cash Management Measures
Average Days on Deposit
Timeliness of transfer from clearing account to Trust Fund
Benefits Measures
Timeliness of Payments and Nonmonetary Determinations
First Payments Intrastate full weeks
First Payments Interstate full weeks
First Payments Intrastate, all weeks
First Payments Interstate, all weeks
First Payments, partial weeks
First Payments, UCFE
First Payments, UCX
First Payments, workshare
Continued Weeks Payment, all weeks
Continued Weeks Payment, partial weeks
Continued Weeks Payments, workshare
Intrastate Separation Determinations
Intrastate Nonseparation Determinations

Interstate Separation Determinations
Interstate Nonseparation Determinations
Combined Wage Claims Timeliness Measures
Combined Wage Claim Wage Transfer
Combined Wage Claim Billing
Combined Wage Claim Reimbursements
Benefits Accuracy Measures
Paid Claim Accuracy
Denied Claim Accuracy
Operational Overpayment Rates
Benefit Payment Control Measures
Fraud Overpayment Recovery Rate
Non-fraud Overpayment Recovery Rate
Appeals Measures
Appeals Timeliness Measures and Case Aging Measures
Lower Authority Appeals Timeliness
Higher Authority Appeals Timeliness
Lower Authority Appeals, Case Aging
Higher Authority Appeals, Case Aging
Appeals Quality Measure
Lower Authority Appeals Quality - Due Process
Macroeconomic Stabilization Measures
Recipiency Rates
Exhaustion Rates
Unemployment Insurance Programs and Other Measures
Unemployment Compensation for Federal Employees (UCFE)
Unemployment Compensation for Ex-Service Members (UCX)
Benefit Payment Control (BPC)
Internal Security (IS)
UI Automation Support Account (UIASA)
State Audits
Benefit Accuracy Measurement (BAM)
National Directory of New Hires (NDNH)
Tax Performance System (TPS)

Data Validation (DV)
Benefits, Timeliness, and Quality (BTQ)
Reporting Delinquencies
UI Program Integrity

	Exhibit 18	Response Check List

RFP REFERENCE SECTION	RESPONSE INCLUDED	
	Yes	**No**
One (1) original, ten (10) copies and One (1) electronic copy on digital media of the **Technical Proposal** and 1) original, ten (10) copies and One (1) electronic copy on digital media and of the **Cost Proposal in separately sealed envelopes.**		
One (1) Public Copy with Confidential Information Excised (optional)		
Technical Proposal		
Exhibit 1 – Letter of Transmittal		
Exhibit 2 – Requirements for Confidentiality (form 22)		
Exhibit 3 – Certification Letter		
Exhibit 4 – Authorization to Release Information		
Exhibit 5 – Termination, Litigation, and Debarment		
Exhibit 6 – Executive Summary		
Exhibit 7 – Mandatory Requirements		
Exhibit 8 – Scored Functional Requirements		
Exhibit 9 – Scored System Requirements		
Exhibit 10 – Scored General Requirements		
Exhibit 11 – Scored Vendor Requirements		
Exhibit 12 – Acceptance/Exceptions of Terms and Conditions		
Exhibit 13 – State of Iowa Software as a Service Agreement		
Exhibit 14 – Addendums to RFP as Issued		
Exhibit 15 – Optional Services		
Cost Proposal		
Exhibit 16 – Cost Proposal		