



REQUEST FOR PROPOSAL (RFP)

Electronic Access Card for Iowa Child Support Payments BOC-22-019

Allan Olney
Bureau of Collections
400 SW 8th Street, Suite H
Des Moines, IA 50309-4633
Phone: (515) 242-5502
aolney@dhs.state.ia.us

RFP Purpose.

The purpose of this Request for Proposals (RFP) is to solicit Bid Proposals from qualified Bidders to provide electronic banking services for the disbursement of child support payments to the customers of the Iowa Department of Human Services' Bureau of Collections' Child Support Recovery Unit via an electronic access card (EAC Program).

Duration of Contract.

The Agency anticipates executing a contract that will have an initial 3-year contract term with the potential ability to extend the contract up to a total maximum term of ten (10) years. The Agency will have the sole discretion to extend the contract.

Procurement Timetable

There are no exceptions to any deadlines for the Bidder; however, the Agency reserves the right to change the dates. Times provided are in Central Time.

Event	Date
Agency Issues RFP Notice to Targeted Small Business Website (48 hours):	October 21, 2021
Agency Issues RFP to Bid Opportunities Website	October 23, 2021
Bidder Letter of Intent to Bid Due By	November 18, 2021 3:00 p.m.
Bidder Written Questions Due By	December 6, 2021 3:00 p.m.
Agency Responses to Questions Issued By	December 20, 2021
Bidder Proposals and any Amendments to Proposals Due By	February 24, 2022 3:00 p.m.
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	March 14, 2022
Contract Negotiations and Execution of the Contract Completed	April 30, 2022
Anticipated Start Date for the Provision of Services	May 1, 2022

Section 1 Background and Scope of Work

1.1 Background.

The Bureau of Collections (Bureau) assists families of Iowa and other states to achieve and maintain self-sufficiency by establishing and enforcing child and medical support orders, and processing support payments. The Bureau is a state-supervised and state-administered Title IV-D child support program. Customers of the Bureau are long-term, working with the Bureau from the time support is first established until collected.

The Bureau issues approximately **1.41 million payments annually totaling \$178 million** through its existing EAC Program, and has issued payments via EAC since 2003.

Customer service is an important and integral aspect of the delivery of the Bureau's services, and it is the Bureau's mission to ensure the highest level of service to its customers.

The Bureau assists its customers by offering both a 24/7 interactive voice response (IVR) unit and comprehensive Web site for customers to obtain information about their payments and many other child support topics. In addition, the Bureau offers its customers direct access to staff in each of its 20 statewide offices during its standard hours of operation from 8:00 a.m. to 4:30 p.m. Central Time, Monday through Friday, except State holidays.

Project Goals

The Bureau looks for innovative ways to improve the quality of its programs and services. The goal of this RFP is to provide customers with fast and efficient access to their funds accompanied by an unparalleled level of service.

Citizens who receive disbursements from the Bureau's child support program rely on these payments for living; therefore, the Bureau's desire and goal is to keep costs and fees to an absolute minimum.

1.2 RFP General Definitions.

When appearing as capitalized terms in this RFP, including attachments, the following quoted terms (and the plural thereof, when appropriate) have the meanings set forth in this section.

“Agency” means the Iowa Department of Human Services, Bureau of Collections.

“Bid Proposal” or ***“Proposal”*** means the Bidder's proposal submitted in response to the RFP.

“Bidder” means the entity that submits a Bid Proposal in response to this RFP.

“Contractor” means the Bidder who enters into a Contract as a result of this Solicitation.

“Deliverables” means all of the services, goods, products, work, work product, data (including data collected on behalf of the Agency), items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with any contract resulting from this RFP.

Definitions Specific to this RFP.

When appearing as capitalized terms in this RFP, including attachments, the following quoted terms (and the plural thereof, when appropriate) have the meanings set forth in this section.

“Account” means a record of credit and debit entries.

“ADA” means the Americans with Disabilities Act.

“APO” means Army Post Office.

“ATM” means automated teller machine.

“Business Days” means any day other than a Saturday, Sunday, or State holiday as specified in Iowa Code § 1C.2.

“Cardholder” means a customer of the Agency receiving Agency-issued payments through an EAC.

“Cold site” means, typically, a location of the Bidder’s organization that does not include existing hardware or backed-up copies of data and information from the original location of the Bidder’s organization.

“Confidential Information” means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a “Disclosing Party”) to the other party (a “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. Regardless of whether or not the following information is designated as confidential, the term Confidential Information includes information that could be used to identify recipients or applicants of Agency services and recipients of Contract services including Protected Health Information (45 C.F.R. § 160.103) and Personal Information (Iowa Code § 715C.1(11)), Agency security protocols and procedures, Agency system architecture, information that could compromise the security of the Agency network or systems, and information about the Agency’s current or future competitive procurements, including the evaluation process prior to the formal announcement of results. In addition to the examples set forth herein, Confidential Information shall also include, but not be limited to: (1) all individual case information received pursuant to a Contract unless otherwise designated by the Agency; (2) an individual’s social security number; (3) an individual’s residential and mailing addresses; (4) an individual’s employment information; and (5) an individual’s financial information.

Confidential Information does not include any information that: (1) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (2) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (3) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (4) 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; (5) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; or (6) is disclosed by the Receiving Party with the written consent of the Disclosing Party.

“CSR” means customer service representative.

“EAC” means electronic access card.

“EFT” means electronic funds transfer.

“EMV” means Europay, MasterCard and Visa, a global standard for inter-operation of integrated circuit cards (IC cards or “chip cards”) and IC card-capable point of sale (POS) terminals and automated teller machines (ATM) for authenticating credit and debit card transactions.

“FDIC” means Federal Deposit Insurance Corporation.

“FPO” means Fleet Post Office.

“Hot site” means, typically, a duplicate of the original location of the Bidder’s organization, with full computer systems as well as complete or near-complete backups of user data.

“IV-D” means the Social Security Act, Title IV, Part D.

“IVR” means interactive voice response.

“NACHA” means National Automated Clearing House Association.

“NCUSIF” means National Credit Union Share Insurance Fund.

“PCI DSS” means Payment Card Industry Data Security Standards.

“PIN” means personal identification number.

“POS” means point of sale.

“PPD” means Prearranged Payment and Deposit.

“QA” means quality assurance.

“TTY” means text telephone.

“24/7” means twenty-four (24) hours per day, seven (7) days per week.

“Warm site” means, typically, a smaller-scale version of a “Hot site” location of the Bidder’s organization with full computer systems available but with backups that may not be complete or current.

1.3 Scope of Work.

The Agency seeks innovative solutions to the requirements set forth in the Scope of Work. The Agency reserves the right to select the successful Bidder’s entire proposed solution or components thereof.

1.3.1 EAC Program Prerequisites

As a prerequisite to providing the EAC Program, the Bidder shall meet the following minimum requirements:

- A. Be FDIC or NCUSIF insured or work through a partner financial institution that is FDIC or NCUSIF insured. Each Cardholder Account shall be FDIC or NCUSIF insured.
- B. Be affiliated with either the Visa or MasterCard system.
- C. Be EFT-capable and adhere to NACHA standards.
- D. Assume responsibility for all requirements set forth by 12 CFR Part 1005 – Electronic Fund Transfers (commonly known as “Regulation E”), as they apply to the Program.
- E. Assume responsibility for all requirements set forth by Iowa Code Chapter 527, *Electronic Transfer of Funds*, as they apply to the Program.
- F. Assume responsibility for all requirements set forth by the Payment Card Industry Data Security Standards (PCI DSS), as they apply to the Program.
- G. Assume responsibility for all requirements as set forth in law and/or industry standards related to the implementation of EMV or “chip cards,” as they apply to the Program.
- H. Locate and maintain all Program-related facilities within the geographic boundaries of the United States.

1.3.2 EAC Program Access Card and Account

The Bidder shall be responsible for providing an EAC Program that shall, at minimum:

- A. Be of no cost to the Agency.
- B. Be branded a Visa or MasterCard card, and shall operate as a debit-type card.
- C. Operate via the Visa or MasterCard network, and shall be accepted by any participating merchant in Iowa, nationally, and internationally.
- D. Be compatible with an operating ATM network, and allow for withdrawal of cash through a normal ATM transaction in Iowa, nationally, and internationally.
- E. Have no line of credit associated with it. Neither the Cardholder, nor any other entity not authorized by the Agency shall be able to make deposits or add value to the Account, with the exception of merchants making refunds/credits.
- F. Not allow Cardholders to obtain checks or negotiate checks against the card or underlying Account.
- G. Allow for both PIN-based and signature-based purchases.
- H. Allow for unlimited, free ATM withdrawals from either the Bidder's or the Bidder's partner financial institution's ATM network.
- I. Allow for unlimited, free, teller-based withdrawals at all financial institutions that accept Visa or MasterCard, whichever branded card is offered by the Bidder for the Program.
- J. Not charge the Cardholder an "account maintenance" or any other such fee.
- K. Not charge Cardholders an overdraft fee.
- L. Disallow, to the greatest extent possible, any transaction that causes the Cardholder to exceed the amount available in the Account.
- M. Provide a means for the Cardholder to withdraw funds to a zero balance.
- N. Allow the Cardholder to choose or change their PIN under the following circumstances:
 - 1. After initial EAC issuance
 - 2. When an EAC is lost or stolen
 - 3. If a Cardholder forgets their PIN
 - 4. If the PIN is compromised.
- O. Allow each Cardholder unlimited replacement (e.g., lost, stolen, damaged) and reissued (e.g., name change) EACs at no cost to the Agency or the Cardholder.
- P. Have a zero-liability policy to the Cardholders for fraudulent card use at no cost to the Cardholder.

- Q. Issue monthly Account statements by mail to the Cardholder at no cost to the Cardholder, or allow the Cardholder the ability to opt-out of receiving Account statements by mail and instead receive Account statements electronically. Allow Cardholders the ability to elect electronic Account statements in lieu of paper Account statements, and vice versa, at no cost to the Cardholder during the life of the Program.
- R. List separately on the Cardholders' Account statements, individual Account deposits and reversals for the Program.

1.3.3 EAC Program Administration

In providing the services of the EAC Program, the Bidder shall, at minimum:

- A. Allow the Agency the right to provide or approve the name, design, content (including activation sticker), and graphics of the EAC.
- B. Allow the Agency to own all intellectual property rights in and to the EAC design, including the activation sticker, with the exception of the Bidder's, the Bidder's partner financial institution's, and Visa's or MasterCard's trademarks/servicemarks.
- C. Allow the Agency to have final approval of all materials provided in conjunction with the EAC, including but not limited to, instructional materials, card carrier, and mailing envelope.
- D. Fully test with the Agency all systems and data files that interface with the Agency's system to ensure that files transmitted from and to the Agency are properly received, accepted, and processed. Testing shall also include the issuance of a "test" EAC card to the Agency subject to the Agency's final approval.
- E. Establish an Account for the customer.
- F. Not deny any customer referred by the Agency for participation in the Program unless required by state or federal law or regulations; the vendor's internal policies, for instances such as fraud (in communication with the Agency); or as requested by the Agency.
- G. Keep the Account active until the Agency indicates otherwise, or the Account meets state escheatment requirements.
- H. Allow the Cardholder, at the conclusion of the successful Bidder's resulting contract, the one-time option to close-out or transfer the Cardholder's EAC Account funds from the EAC Account provided by the successful Bidder to the Cardholder's new EAC Account with the incoming vendor at no cost to the Cardholder, Agency, or incoming vendor.
- I. Be responsible for the initial issuance and reissuance of EACs to Cardholders at no cost to the Agency or Cardholder.
- J. Issue an EAC to the Cardholder within two (2) Business Days from receipt of the Agency's account set-up information.
- K. Issue the instructional materials associated with the EAC to the Cardholder within two (2) Business Days from receipt of the Agency's account set-up information.

- L. Notify the Agency a minimum of ninety (90) days in advance of the Bidder's changes affecting Cardholders or their Accounts.
- M. Notify Cardholders a minimum of thirty (30) days in advance of Bidder's changes that affect Cardholders or their Accounts.
- N. Notify the Agency immediately of any attempt to garnish, levy, or otherwise encumber EAC Accounts, and do not allow the garnishment, levy or encumbrance without the Agency's prior written authorization.
- O. Not offset, set-off, or otherwise partially or fully satisfy a debt owed by the Cardholder to the Bidder with funds in the Account. The only exception is fees assessed to the Account that may be satisfied with future deposits to the Account.
- P. Notify the Agency, in an automated fashion, of all Cardholders' name and/or address changes, including returned-mail forwarding address changes, reported to the successful Bidder.

1.3.4 Customer Service

The requirements for Customer Service include, at minimum:

- A. Provide full customer support services for the Program, including but not limited to, IVR, CSRs, Web site, and mobile app access.
- B. Provide all customer support services both in English and Spanish, as well as provide interpretation capability.
- C. Maintain an adequately trained staff to cooperate with the Agency in servicing of Cardholder inquiries and complaints arising in connection with Cards and other aspects of the Program.
- D. Make available the Bidder's IVR, CSRs, Web site, and mobile app on a 24/7 basis, except for a reasonable time for routine maintenance.
- E. Make accessible by touch-tone, pulse, rotary dial, and wireless telephones, all telephonic customer services offered by the Bidder's customer service center.
- F. Provide each Cardholder with unlimited, toll-free telephone calls to its customer service center at no cost to the Cardholder.
- G. Provide alternative methods to access the Bidder's customer service center, including without limitation, text telephone (TTY) and communications relay service as described in the Americans with Disabilities Act (ADA) at no cost to the Cardholder.
- H. Provide the ability for Cardholders to access, at minimum, information related to Account balances and a one (1)-month Account transaction history through the Bidder's IVR, CSRs, Web site, and mobile app.
- I. Monitor customer service center calls to ensure quality customer service to Cardholders.
- J. Make available its customer service center(s) and/or operating/processing facility(s) for visits from the Agency.

1.3.5 Transfer of Funds

The requirements for Transfer of Funds include, at minimum:

- A. Follow all NACHA regulations applicable to the Program.
- B. Load the Agency's transferred funds to the Cardholder's Account within six (6) hours of receiving the Agency's payment file, and shall immediately make the funds available to the Cardholder
- C. Accept reversals from the Agency, consistent with NACHA regulations, for any credit entries made in error to a Cardholder Account
- D. Use an industry-standard, electronically secure data connection, which allows the Agency and the Bidder to transmit Account information on a daily basis. The Agency shall have the right to test, verify and approve the electronically secure data connection.
- E. Have the capabilities necessary to accept data elements and character lengths to establish Accounts and process payment transactions. The Bidder shall accept the Agency's change to data elements and character lengths that may occur during the term of the contract. Possible data elements include, but are not limited to, the following:

Data Element	Character Length
First Name	15
Last Name	15
Address Line 1	32
Address Line 2	32
City	16
State	2
ZIP Code	9
Phone Number (if known)	10
Social Security Number	9
Date of Birth	8
Unique Identifier	2

- F. Accept and process the Agency's daily transaction data. The Agency shall submit transactions to the Bidder according to the NACHA Prearranged Payment and Deposit (PPD) format. The daily data must include, but is not limited to, the following:
 - 1. New Account file(s) containing information necessary to set up new Accounts and issue EACs.
 - 2. Maintenance file(s) containing name changes and address changes to update Account information.
 - 3. Payment file(s) containing deposits and other required identifying information, including the Agency's fund code under which the payment is made.
 - 4. Reconciliation file(s) containing the total dollar amount of deposits for the payment file sent the same day.

- G. Implement a reconciliation process, including a reporting timeline, for money received from the Agency versus money disbursed to Cardholders, including audit trail(s) for each transaction throughout the process.

1.3.6 Reports

The requirements for Reports include, at minimum:

- A. Provide the reports as outlined in **Attachment E**. Note: This is a representation of the types of reports the Agency prefers to receive; specific reports, frequency, and data elements will be negotiated with the Contractor.
- B. Provide Program-related reports to the Agency electronically in a format approved by the Agency.
- C. Provide Program-related reports and other documents within the negotiated timeframe.
- D. Provide training to Agency staff on the use of reports.

1.3.7 Marketing Materials

The requirement for Marketing Materials include, at minimum:

- A. Provide all marketing and instructional materials for Cardholders in both English and Spanish.
- B. Ensure that all Program-related information or material that the Bidder makes available to the public via the Internet and mobile apps shall be approved by the Agency prior to release, and must comply with all ADA Section 508 Standards.
- C. Provide the Agency with advance copies of all marketing material. The Agency shall have the right to review and approve all marketing materials and approaches in advance of marketing delivery.
- D. Provide training to Agency staff on the use of marketing materials.

1.3.8 Confidentiality

The requirements for Confidentiality include, at minimum:

- A. The Bidder acknowledges that its employees, agents, and sub-contractors may have access to Confidential Information maintained by the Agency to the extent necessary to carry out the Bidder's responsibilities under the resulting contract. The Bidder shall comply with the *Confidential Information Safeguarding Provisions* as set forth in **Attachment F**.
- B. Immediately notify the Agency of any security or data breach involving Cardholders' Confidential Information or Accounts within twenty-four (24) hours of discovery.

1.3.9 Disaster Recovery Plan

A disaster is defined as a loss of the facility or business processing due to an event that causes vital business processes to stop for more than twenty-four (24) hours.

The requirements for a Disaster Recovery Plan include, at minimum:

- A. Provide upon the Agency's request, a copy of, or allow the Agency to review, the Bidder's disaster recovery plan and continuation of business plan, including backup procedures, alternate operating facilities, hardware and software replacement, and testing procedures and history. The Bidder should specify whether it uses a "Hot site," "Warm site," or "Cold site" strategy and its expected recovery time.
- B. Notify the Agency within twenty-four (24) hours if the Bidder becomes aware of any possible or anticipated event or situation that could reasonably be expected to adversely affect the Program. The Bidder shall notify Agency contacts by telephone or e-mail as instructed by the Agency. The Bidder shall explain the situation and include recommendations to resolve the situation.
- C. Notify the Agency within one (1) hour of any failure in the payment processing operation lasting four (4) hours or more. The Bidder shall notify Agency contacts by telephone or e-mail as instructed by the Agency. This includes any failure of depositing funds into Cardholders' Accounts and the Cardholders' ability to use funds in the Accounts.
- D. Ensure that in the event of a disaster the following occurs:
 1. Quick recovery of critical systems. Telephone and fax lines are available for Cardholder use within twenty-four (24) hours, and all business functions are returned to full service within forty-eight (48) hours. Potential alternate facilities (Hot sites) must be identified in advance. The chosen alternate facility is identified at the time a disaster is declared. The Hot site location choice is based upon the scope and impact of the disaster.
 2. Transfer of business functions to an alternate processing facility.
 3. Effective communication efforts during disaster recovery. All Agency contacts, members of both the Agency's and the Bidder's disaster recovery plan teams, and all of the Bidder's customer service center site employees and other appropriate staff must be kept up to date during the recovery. The Bidder must provide information about the following:
 - a. How to contact the Bidder's staff during the recovery.
 - b. When services will be reestablished.
 - c. Any decision to locate to alternate facilities.
 4. Use of backup files or media and restoration of both data and telephone connectivity. Hardware replacement or restoration needs are assessed at the time of the disaster and appropriate measures are taken to ensure that functional hardware is available and installed within forty-eight (48) hours. Full-volume backups of all servers must be made daily. Full-volume backups must be securely transported and securely stored off-site. Backup files or media must be transferred daily to the Bidder's off-site facility with the appropriate environmental and security controls for media storage.

1.3.10 Project Manager

The Bidder shall provide a Project Manager to coordinate and schedule all work with the Agency's Project Manager and Management Oversight Committee. The Bidder's Project Manager shall, at a minimum:

- A. Meet with authorized Agency staff weekly, or more often as needed, until the Agency provides written acceptance of the supplied business processes. The need for regular meetings will be assessed at that time. The Agency anticipates the majority of these meetings will be held by telephone or video conference; however, the Agency reserves the right to require face-to-face meetings, at the Agency's discretion.
- B. Provide weekly written (electronic) reports via e-mail of activities, action items, risk factors and options to minimize risks; and progress of all completed, ongoing and planned project activities, as they relate to any outstanding project issues or obstacles and any proposed deviations from planned activities, schedules, or staffing.
- C. Propose, in writing (electronic), via e-mail, solutions to identified changes, corrections or concerns by the mutually agreed-upon dates.

1.3.11 Deliverables of the Agency

The Agency shall, at minimum:

- A. Inform the Bidder when a Cardholder is no longer required to have an Account.
- B. Fully test with the Bidder all systems and data files that interface with the Bidder's system to ensure that files transmitted from and to the Bidder are properly received, accepted, and processed.
- C. Have no responsibility or obligation for any direct or third-party costs or liabilities incurred by the Bidder due to the Bidder's actions or omissions or the actions or omissions of a Cardholder.

1.3.2 Performance Measures.

By providing the goods and services in **Section 1.3**, the successful Bidder shall meet the following outcomes, at minimum:

- A. Open Cardholders' Accounts and issue EAC instructional/usage materials and the EAC card to Cardholders within two (2) Business Days from receipt of the Agency's Account set-up information.
- B. Make available all funds in Cardholders' Accounts within six (6) hours from the receipt of the Agency's payment file.
- C. Provide customer service to all Cardholders, including 24/7 toll-free access to the Bidder's live CSRs and automated IVR; 24/7 access to the Bidder's Web site and mobile app; and monthly Account statements.
- D. Provide Program-related reports and other documents within the negotiated timeframe.

- E. Notify the Agency within one (1) hour of any failure in the payment processing operation lasting four (4) hours or more. This includes any failure of depositing funds into Cardholders' Accounts and the Cardholders' inability to use funds in the Accounts.
- F. Notify the Agency within twenty-four (24) hours when the Bidder becomes aware of any possible or anticipated event or situation that could reasonably be expected to adversely affect the Program.
- G. Respond to the Agency within two (2) hours of an Agency-initiated contact regarding Program-related operational issues. Issues identified as "critical" shall be discussed and action steps identified within the same day as the Agency contact. Issues identified as "secondary" shall be researched and potential resolutions discussed within three (3) Business Days of the Agency contact.
- H. Address all Cardholder complaints received by the Agency regarding the Bidder's Program-related services, and discuss potential resolutions with the Agency within two (2) Business Days of notification of the complaint.

1.4 Scope of Work Additional Requirements.

In addition to responses to the Scope of Work requirements set forth in **Section 1.3**, the Bidder shall also provide the following information in its Bid Proposal:

1.4.1 The Card

- A. Describe what services are available to Cardholders who live outside of the continental United States, Alaska, and Hawaii, and live in a U.S. Territory or Possession or a foreign country; or have an APO or FPO address. Indicate whether Cardholders residing in a country other than the United States may incur a "currency conversion fee" for using the EAC in their home country.
- B. Describe the EAC design process and system design process and the timelines for these processes.
- C. Describe how the EAC issuance process will work, including the maximum time from the Agency's notification to set up the Account until receipt of the EAC and instructional materials by the Cardholder.
- D. Describe how the ongoing EAC issuance process will work and how the Bidder would handle a surge in demand due to a significant increase in the Agency's customers.
- E. Describe the Bidder's capacity to issue EACs, including the maximum per-day volume on a recurring basis.
- F. Describe the expiration process of the EAC.
- G. Explain all methods of a Cardholder's selection of a PIN.
- H. Describe the Bidder's ability to implement EMVs ("chip cards"), including type (chip and PIN or chip and signature); proposed timeframes; rollout plan; and process for issuing EMV-type EACs to Cardholders.
- I. Describe the EAC's compatibility with contactless payment systems.
- J. Describe the EAC's compatibility with Apple Pay[®], Google Pay[™], or other such "digital wallet" services.

1.4.2 The Account

- A. Define the following Account terms and processes related to such Accounts:
 - 1. Active Account
 - 2. Cancelled Account
 - 3. Closed Account
 - 4. Frozen Account
 - 5. Inactive Account
 - 6. All other Account terminology and processes
- B. Describe the information necessary to set up an EAC Account.
- C. Describe standards for Cardholder withdrawals/purchases, e.g., dollar amount per transaction type (PIN-based POS; signature-based POS); and penalties for the Cardholders' exceeding the limit.
- D. Describe what, if any, Cardholder transactions will be disallowed, including transactions that may cause the Cardholder to exceed the amount available in the Account. For transactions that exceed the amount available, indicate how the transaction will be handled, e.g., allowed to overdraw, declined, etc.
- E. Describe policies regarding Cardholders that repeatedly overdraw their Accounts, including what actions may be taken against the Cardholder.
- F. Describe policies regarding asset freezing, including how and why "holds" might be placed on Cardholder Accounts.
- G. Describe the process for Cardholders to "cash-out" their Account balance. For example, describe how Cardholders can withdraw amounts under the ATM minimum withdrawal amount, or the retailer minimum, and amounts less than one (1) dollar.
- H. Describe policies regarding Accounts of deceased Cardholders, including how remaining funds are processed; how and when the monies are made available to the deceased Cardholder's estate or next of kin; and whether an "emergency payee" can be named to the Account by the deceased Cardholder's estate or next of kin.

1.4.3 Customer Service

1.4.3.1 To the Customer

- A. Describe how the Bidder provides customer service to non-English-speaking Cardholders.
- B. Provide a schematic of the Bidder's ATMs and direct teller sites located in Iowa, nationally, and internationally; and indicate the location of all ATMs where free services are available.
- C. Describe when customer service representatives (CSR) are available as opposed to interactive voice response (IVR) technology. Include any alternative methods of accessing Account information.
- D. Describe the standard wait times within the last calendar quarter for callers in the IVR/CSR queue, including the maximum wait time.

- E. Describe the Bidder's procedures to verify the Cardholder's identity prior to providing any IVR-, CSR-, Web-, or mobile app-accessed Account information.
- F. Describe the Cardholders' process for completing an Account inquiry, including various options such as IVR, CSR, ATM, Web site, mobile app, or any other method.
- G. Specify the Bidder's EAC-related Web site. Describe if the Bidder provides a secure Internet-based management tool allowing Cardholders to view financial transaction detail posted to their Account, and if the Bidder will provide a link to, and allow a link from, the Agency's Web site.
- H. Describe the Bidder's mobile banking options and text/e-mail alert capabilities.
- I. Describe if the Agency's EAC-related messages can be delivered to Cardholders through the Bidder's Web site, mobile app, IVR, and/or CSRs.
- J. Describe how the Bidder will provide specific information to the Cardholder about Cardholder-incurred costs and fees, such as ATM, currency conversion, and optional service fees. Indicate if information on fees is available through the Bidder's IVR, CSRs, Web site, and mobile app.
- K. Describe the Bidder's procedures and time frames to resolve Cardholders' Account discrepancies.
- L. Describe the procedures and timeline for handling lost, stolen, or damaged EACs, including how funds will be provided to the Cardholder whose EAC is lost, stolen, or damaged. Describe how the Bidder's customer support package will include the capability for Cardholders to report lost, stolen, or damaged EACs, and describe this reporting process.
- M. Describe the Bidder's procedures and timeline for expediting a replacement or reissued EAC at the request of the Agency or Cardholder.
- N. Describe how the Bidder will notify Cardholders of changes in policy that affect Cardholders or their EAC Accounts. Include a timeline for the notification process.
- O. Describe the process for handling Cardholders' name and/or address changes reported to the Bidder.
 - 1. Describe the Bidder's process for handling returned mail or mail that is undeliverable as addressed. What mail-forwarding or address correction services does the Bidder utilize?
 - 2. Describe how soon after the Bidder receives a Cardholder's name and/or address change that the Bidder updates its records with the name and/or address information. Does the Bidder use a real-time (records updated immediately upon entry) or batch-update (records updated in a group at a specified time) process?
- P. Describe how the Bidder will monitor calls to ensure quality customer service and to address Cardholder complaints.

1. Describe how complaints are logged, categorized, escalated, and resolved, and the timeframes associated with these processes.
2. List the types of issues anticipated and explain how they will be resolved.
3. Include information and reports that the Bidder will provide to the Agency to enable the Agency to monitor customer service and customer complaint resolution.

1.4.3.2 To the Agency

- A. Describe the Bidder's protocols and procedures to identify and refer to the Agency, Cardholder calls unrelated to the Bidder's responsibilities.
- B. Describe how the Bidder will notify the Agency of changes in policy that affects Cardholders or their EAC Accounts. Include a timeline for the notification process.
- C. Describe the process by which the Bidder will notify the Agency of Cardholders' name and/or address changes reported to the Bidder.

1.4.3.3 Customer Outreach

- A. Provide and describe a Cardholder communication and marketing plan with associated timeframes.
- B. Provide samples of marketing and instructional materials from previous government EAC clients.

1.4.4 Confidentiality

Provide details on the Bidder's processes and procedures used to ensure that Cardholders' Confidential Information and Accounts are protected, including but not limited to, the following measures:

- A. Describe how access to data regarding Cardholders' Confidential Information and Accounts will be restricted to those individuals whose access is essential to the administration of the Program.
- B. Describe how individuals with access to Cardholders' Confidential Information and Accounts will be under the direction and control of the Bidder.
- C. Describe how the Bidder will monitor the use of the data by individuals with access to Cardholders' Confidential Information and Accounts to ensure that such information is being used only for purposes consistent with the administration of this Program.
- D. Describe how the Bidder will keep all Confidential Information regarding Cardholders and Cardholders' Accounts secured in a manner that will ensure its confidentiality.
- E. Describe how the Bidder will ensure that any sub-contractors will be bound by the same confidentiality requirements as the Bidder.
- F. Describe the Bidder's internal controls to help monitor, detect, record or log, and prevent unauthorized physical and electronic access to Cardholders' Confidential Information and Accounts.

- G. Describe the timeframe and the manner by which the Bidder will notify the Agency and Cardholders of any security or data breaches that might expose Cardholders' Confidential or Account information.
- H. Describe the assistance and protections the Bidder will provide to the Cardholder in the event the Cardholder's Confidential or Account Information is compromised.
- I. Describe how Cardholders' Account records, in every medium in which they are kept by or through the Bidder, including returned mail, are destroyed; the frequency of destruction; and what logging and reporting of the record destruction activity is provided to the Agency.

1.4.5 Identity Theft and Fraud Prevention

- A. Describe the security features associated with the EAC for activation, counterfeit prevention, and fraud prevention.
- B. Describe the Bidder's procedures for preventing identity theft and responding to fraudulent activities.
- C. Describe the Bidder's ability and best practices used to detect potential fraudulent use of an EAC.
- D. Describe the Bidder's procedures and timeframes to resolve (or prosecute) fraud; how and when the Bidder will notify Cardholders and the Agency; and what information the Bidder will provide to the Agency.

1.4.6 Reports and Forms

- A. Provide samples and an explanation of the Bidder's "standard" battery of EAC-related reports.
- B. Provide samples of the Bidder's Web pages; statements; dispute forms; and any other forms related to the EAC program.

1.4.7 Testing Plan

- A. Provide a detailed testing plan, including user and acceptance testing methodology, quality assurance (QA) methodology, and the associated timeframes/milestones. The Agency will provide final approval of the successful Bidder's plan.
- B. Indicate the Bidder's resources available to the Agency during testing.

1.4.8 Certifications

- A. Provide evidence of the Bidder's certification and/or membership in good standing and compliance with FDIC or NCUSIF rules and regulations.
- B. Provide proof of the Bidder's ability to use the Electronic Funds Transfer (EFT) network to transfer funds to individual Cardholder Accounts.

1.4.9 Project Plan

In order to demonstrate the Bidder's ability to complete the requirements in **Section 1.3**, the Bidder shall:

- A. Provide a proposed project plan, including a project completion timeframe from start to finish; a description of the implementation process; tasks to be performed; sequence of work; and project deliverables.

Note: The Agency and successful Bidder will meet no later than ten (10) Business Days after execution of any contract resulting from this RFP to discuss the project plan. The Agency will provide final approval of the plan. The successful Bidder shall execute, adhere to, and provide the services set forth in the Agency-approved plan. Changes to the plan must receive prior approval from the Agency, and the successful Bidder shall make any updates.

- B. Identify requirements of Agency staff time and other resources required to successfully implement this project.
- C. Identify milestones at which point measurable portions of the work will be completed.

1.4.10 Incoming and Outgoing Transition Plans

- A. Describe the Bidder's incoming transition plan for the assumption of Program services from the Agency's incumbent EAC vendor, including but not limited to:
1. How the Bidder will cooperate and assist the Agency and the incumbent vendor to ensure an orderly transition of services, functions, and operations to the Bidder.
 2. How the Bidder will ensure that there is no interruption of Program services to the Agency or Cardholders.
 3. Describe the Bidder's transition plan to allow Cardholders the option to transfer the Cardholder's EAC Account funds from the incumbent vendor to the Cardholder's EAC Account with the Bidder.
- B. Describe the Bidder's outgoing transition plan for the ending of operations and transfer of its Program services to an incoming vendor upon expiration or early termination of the Bidder's resulting contract, including but not limited to:
1. The Bidder's ongoing availability to respond to questions from both the Agency and Cardholders.
 2. How the Bidder will cooperate with and assist the Agency and a new Program services vendor to ensure an orderly transition of services, functions, and operations to the incoming Program services vendor.
 3. Describe the Bidder's transition plan to allow Cardholders the one-time option to close-out or transfer the Cardholder's EAC Account funds from the EAC Account provided by the Bidder to the Cardholder's new EAC Account with the incoming vendor.
 4. How the Bidder will ensure that there is no interruption of Program services to the Agency or Cardholders.
 5. How the Bidder has handled end-of-operations and transfer issues with other clients for which the Bidder has provided EAC payment services, and the "best practices" developed by the Bidder from such experiences.

1.4.11 Cardholder Fee Schedule

The Bidder must disclose to the Agency all Cardholder costs and fees associated with the Bidder's proposed Program.

The Bidder shall provide an item-by-item detail of all costs and fees associated with providing the services required by the Scope of Work.

In providing the item-by-item detail, the Bidder shall:

- Provide the information in the table format as specified in **Attachment G**.
- Follow the directions for completion as specified in **Attachment G**.

Please see Section 3, How to Submit A Bid Proposal: Format and Content Specification, for further information required in your Bid Proposal.

Section 2 Basic Information About the RFP Process

2.1 Issuing Officer.

The Issuing Officer is the sole point of contact regarding the RFP from the date of issuance until selection of the successful Bidder. The Issuing Officer for this RFP is:

Allan Olney
Bureau of Collections
400 SW 8th Street, Suite H
Des Moines, IA 50309-4633
Phone: (515) 242-5502
aolney@dhs.state.ia.us

2.2 Restriction on Bidder Communication.

From the issue date of this RFP until announcement of the successful Bidder, the Issuing Officer is the point of contact regarding the RFP. There may be no communication regarding this RFP with any State employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the RFP. This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Contractor and the Agency.

The Issuing Officer will respond only to questions regarding the procurement process. Questions pertaining to the interpretation of this RFP may be submitted in accordance with the *Questions, Requests for Clarification, and Suggested Changes* section of this RFP.

2.3 Downloading the RFP from the Internet.

The RFP and any related documents such as amendments or attachments (collectively the “RFP”), and responses to questions will be posted at the State of Iowa’s website for bid opportunities: <http://bidopportunities.iowa.gov/>. Check this website periodically for any amendments to this RFP. The posted version of the RFP is the official version. The Agency will only be bound by the official version of the RFP document(s). Bidders should ensure that any downloaded documents are in fact the most up to date and are unchanged from the official version.

2.4 Reserved. (Online Resources)

2.5 Intent to Bid.

The Agency requests that Bidders provide their intent to bid to the Issuing Officer by the date and time in the Procurement Timetable. Email is the preferred delivery method. The intent to bid should include the Bidder's name, contact person, mailing address, email address, fax number, telephone number, and a statement of intent to submit a bid in response to this RFP. Though it is not mandatory that the Agency receive an intent to bid, the Agency will only respond to questions about the RFP that have been submitted by Bidders who have expressed their intent to bid. The Agency may cancel an RFP for lack of interest based on the number of letters of intent to bid received.

2.6 Reserved. (Bidders’ Conference)

2.7 Questions, Requests for Clarification, and Suggested Changes.

Bidders who have provided their intent to bid on the RFP are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (hereafter “Questions”) by the due date and time provided in the Procurement Timetable. Bidders are not permitted to include assumptions in their Bid Proposals. Instead, Bidders shall address any perceived ambiguity regarding this RFP through the question and answer process. If the Questions pertain to a specific section of the RFP, the page and section number(s) must be referenced. The Agency prefers to receive Questions by email. The Bidder may wish to request confirmation of receipt from the Issuing Officer to ensure delivery.

Written responses to questions will be posted at <http://bidopportunities.iowa.gov/> by the date provided in the Procurement Timetable.

The Agency assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP. In addition, the Agency's written responses to Questions will not be considered part of the RFP. If the Agency decides to change the RFP, the Agency will issue an amendment.

2.8 Submission of Bid Proposal.

Each Bidder is responsible for ensuring that the Issuing Officer receives the Bid Proposal by the time and date specified in the Procurement Timetable at the address provided in the RFP for the Issuing Officer. The Agency will not waive this mandatory requirement. Any Bid Proposal received after this deadline will be rejected and will not be evaluated.

Bid Proposals are to be submitted in accordance with the *Bid Proposal Formatting* section of this RFP. Bidders mailing Bid Proposals shall allow ample mail delivery time to ensure timely receipt of their Bid Proposals. It is the Bidder's responsibility to ensure that the Bid Proposal is received prior to the deadline. Postmarking or submission to a courier by the due date shall not substitute for actual receipt of the Bid Proposal by the Agency.

2.9 Amendment to the RFP and Bid Proposal.

Each Bidder is responsible for ensuring that the Issuing Officer receives the Bid Proposal and any permitted amendments by the established deadlines at the address provided in the RFP for the Issuing Officer.

Bidders may amend a previously submitted Bid Proposal at any time before the bid submission date and time. Any such amendment must be in writing and signed by the Bidder. The Bidder shall provide the same number of copies of the amended Bid Proposal as is required for the original Bid Proposal, for both hardcopy and electronic copies, in accordance with the *Bid Proposal Formatting* section.

The Agency reserves the right to amend or provide clarifications to the RFP at any time. RFP amendments will be posted to the State's website at <http://bidopportunities.iowa.gov/>. If an RFP amendment occurs after the closing date for receipt of Bid Proposals, the Agency may, in its sole discretion, allow Bidders to amend their Bid Proposals.

2.10 Withdrawal of Bid Proposal.

The Bidder may withdraw its Bid Proposal prior to the closing date for receipt of Bid Proposals by submitting a written request to withdraw to the Issuing Officer. Email and faxed requests to withdraw will not be accepted.

2.11 Costs of Preparing the Bid Proposal.

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

2.12 Rejection of Bid Proposals.

The Agency reserves the right to reject any or all Bid Proposals, in whole and in part, and to cancel this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award or enter into a contract.

2.13 Review of Bid Proposals.

Only Bidders that meet the mandatory requirements and are not subject to disqualification will be considered for award of a contract.

2.13.1 Mandatory Requirements.

Bidders must meet these mandatory requirements or will be disqualified and not considered for award of a contract:

- The Issuing Officer must receive the Bid Proposal, and any amendments thereof, prior to or on the due date and time (See RFP Sections 2.8 and 2.9).
- The Bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funding by any federal department or agency (See RFP *Additional Certifications* Attachment).

2.13.2 Reasons Proposals May be Disqualified.

Bidders are expected to follow the specifications set forth in this RFP. However, it is not the Agency's intent to disqualify Bid Proposals that suffer from correctible flaws. At the same time, it is important to maintain fairness to all Bidders in the procurement process. Therefore, the Agency reserves the discretion to permit cure of variances, waive variances, or disqualify Bid Proposals for reasons that include, but may not be limited to, the following:

- Bidder initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer (See RFP Section 2.2);
- Bidder fails to comply with the RFP's formatting specifications so that the Bid Proposal cannot be fairly compared to other bids (See RFP Section 3.1);
- Bidder fails, in the Agency's opinion, to include the content required for the RFP;
- Bidder fails to be fully responsive in the *Bidder's Approach to Meeting Deliverables* section, states an element of the Scope of Work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the Scope of Work specifications (See RFP Section 3.2.3);
- Bidder's response materially changes Scope of Work specifications;
- Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.6);
- Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cardholder Fee Schedule as confidential (See RFP Section 3.1);
- Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7); or
- Bidder fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.
- Bidder is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code §12J.3. This list is maintained by the Iowa Public Employees' Retirement System. The list is currently found here: <https://www.ipers.org/about-us/investments/restrictions-regarding-companies-boycotting-israel#main-content>.

The determination of whether or not to disqualify a proposal and not consider it for award of a contract for any of these reasons, or to waive or permit cure of variances in Bid Proposals, is at the sole discretion of the Agency. No Bidder shall obtain any right by virtue of the Agency's election to not exercise that discretion. In the event the Agency waives or permits cure of variances, such waiver or cure will not modify the RFP specifications or excuse the Bidder from full compliance with RFP specifications or other contract requirements if the Bidder enters into a contract.

2.14 Bid Proposal Clarification Process.

The Agency may request clarifications from Bidders for the purpose of resolving ambiguities or questioning information presented in the Bid Proposals. Clarifications may occur throughout the Bid Proposal evaluation process. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to the Agency within the time stipulated at the occasion of the request.

2.15 Verification of Bid Proposal Contents.

The contents of a Bid Proposal submitted by a Bidder are subject to verification.

2.16 Reference Checks.

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

2.17 Information from Other Sources.

The Agency reserves the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder's capability and performance under other contracts, and the Bidder's authority and ability to conduct business in the State of Iowa. Such other sources may include subject matter experts.

2.18 Criminal History and Background Investigation.

The Agency reserves the right to conduct criminal history and other background investigations of the Bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Bidder for the performance of the resulting contract. The Agency reserves the right to conduct criminal history and other background investigations of the Bidder's staff and subcontractors providing services under the resulting contract.

2.19 Disposition of Bid Proposals.

Opened Bid Proposals become the property of the Agency and will not be returned to the Bidder. Upon issuance of the Notice of Intent to Award, the contents of all Bid Proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code chapter 22 or other applicable law.

2.20 Public Records and Request for Confidential Treatment.

Original information submitted by a Bidder may be treated as public information by the Agency following the conclusion of the selection process unless the Bidder properly requests that information be treated as confidential at the time of submitting the Bid Proposal. See the *Bid Proposal Formatting* section for the proper method for making such requests. The Agency's release of information is governed by Iowa Code Chapter 22. Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a Bid Proposal. The Agency will copy public records as required to comply with public records laws.

The Agency will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code Chapter 22 or other applicable law by a court of competent jurisdiction. However, the Bidder shall certify by signing and returning RFP Attachment B its understanding that any Agency references to Bid Proposal information marked confidential made during the evaluation process may become part of the public domain

In the event the Agency receives a request for information marked confidential, written notice shall be given to the Bidder seventy-two (72) hours prior to the release of the information to allow the Bidder to seek injunctive relief pursuant to Iowa Code § 22.5 or 22.8.

The Bidder's failure to request confidential treatment of material pursuant to this section and the relevant law will be deemed, by the Agency and State personnel, as a waiver of any right to confidentiality that the Bidder may have had.

2.21 Copyrights.

By submitting a Bid Proposal, the Bidder agrees that the Agency may copy the Bid Proposal for purposes of facilitating the evaluation of the Bid Proposal or to respond to requests for public records. By submitting a Bid Proposal, the Bidder acknowledges that additional copies may be produced and distributed, and represents and warrants that such copying does not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in the Bid Proposals.

2.22 Release of Claims.

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

2.23 Reserved. (Presentations)**2.24 Notice of Intent to Award.**

Notice of Intent to Award will be sent to all Bidders that submitted a Bid Proposal by the due date and time. The Notice of Intent to Award does not constitute the formation of a contract between the Agency and the apparent successful Bidder.

2.25 Acceptance Period.

The Agency shall make a good faith effort to negotiate and execute the contract. If the apparent successful Bidder fails to negotiate and execute a contract, the Agency may, in its sole discretion, revoke the Notice of Intent to Award and negotiate a contract with another Bidder or withdraw the RFP. The Agency further reserves the right to cancel the Notice of Intent to Award at any time prior to the execution of a written contract.

2.26 Review of Notice of Disqualification or Notice of Intent to Award Decision.

Bidders may request reconsideration of either a notice of disqualification or notice of intent to award decision by submitting a written request to the Agency:

Bureau Chief
c/o Bureau of Service Contract Support
Department of Human Services
Hoover State Office Building, 1st Floor
1305 E. Walnut Street
Des Moines, Iowa 50319-0114
email: reconsiderationrequest@dhs.state.ia.us

The Agency must receive the written request for reconsideration within five days from the date of the notice of disqualification or notice of intent to award decision, whichever is earlier. The written request may be mailed, emailed, or delivered. It is the Bidder's responsibility to assure timely delivery of the request for reconsideration. The request for reconsideration shall clearly and fully identify all issues being contested by reference to the page and section number of the RFP. If a Bidder submitted multiple Bid Proposals and requests that the Agency reconsider a notice of disqualification or notice of intent to award decision for more than one Bid Proposal, a separate written request shall be submitted for each. At the Agency's discretion, requests for reconsideration from the same Bidder may be reviewed separately or combined into one response. The Agency will expeditiously address the request for reconsideration and issue a decision. The Bidder may choose to file an appeal with the Agency within five days of the date of the decision on reconsideration in accordance with 441 IAC 7.41 et seq.

2.27 Definition of Contract.

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

2.28 Choice of Law and Forum.

This RFP and the resulting contract are governed by the laws of the State of Iowa without giving effect to the conflicts of law provisions thereof. Changes in applicable laws and rules may affect the negotiation and contracting process and the resulting contract. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought and maintained in the appropriate Iowa forum.

2.29 Restrictions on Gifts and Activities.

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

2.30 Exclusivity.

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

2.31 No Minimum Guaranteed.

The Agency anticipates that the selected Bidder will provide services as requested by the Agency. The Agency does not guarantee that any minimum compensation will be paid to the Bidder or any minimum usage of the Bidder's services.

2.32 Use of Subcontractors.

The Agency acknowledges that the selected Bidder may contract with third parties for the performance of any of the Contractor's obligations. The Agency reserves the right to provide prior approval for any subcontractor used to perform services under any contract that may result from this RFP.

2.33 Bidder Continuing Disclosure Requirement.

To the extent that Bidders are required to report incidents when responding to this RFP related to damages, penalties, disincentives, administrative or regulatory proceedings, founded child or dependent adult abuse, or felony convictions, these matters are subject to continuing disclosure to the Agency. Incidents occurring after submission of a Bid Proposal, and with respect to the successful Bidder after the execution of a contract, shall be disclosed in a timely manner in a written statement to the Agency. For purposes of this subsection, timely means within thirty (30) days from the date of conviction, regardless of appeal rights.

Section 3 How to Submit A Bid Proposal: Format and Content Specifications

These instructions provide the format and technical specifications of the Bid Proposal and are designed to facilitate the submission of a Bid Proposal that is easy to understand and evaluate.

3.1 Bid Proposal Formatting.

Subject	Specifications
Paper Size	8.5" x 11" paper (one side only). Charts or graphs may be provided on legal-sized paper.
Font	Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial.
Pagination	All pages in Proposal Tabs 1-5 are to be sequentially numbered from beginning to end (do not number these Proposal sections independently of each other). The contents in Proposal Tab 6 may be numbered independently of other sections.
Bid Proposal General Composition	<ul style="list-style-type: none"> • Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. • Bid Proposals must be bound and use tabs to label sections.
Envelope Contents and Labeling	<ul style="list-style-type: none"> • Envelopes shall be addressed to the Issuing Officer. • The envelope containing the original Bid Proposal shall be labeled "original" and each envelope containing a copy of the Bid Proposal shall be labeled "copy." Each envelope must be numbered to correspond with the number of copies of Proposals.
Number of Hard Copies	Submit one (1) original hard copy of the Proposal and 4 identical copies of the original. The original hard copy must contain original signatures.
USB Flash Drive	<ul style="list-style-type: none"> • The Technical Proposal must be provided on a USB flash drives. The USB flash drive must be placed in the envelope with the original Bid Proposal. • The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.
Request for Confidential Treatment	<p>Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:</p> <ul style="list-style-type: none"> • The Bidder will complete the appropriate section of the <i>Primary Bidder Detail & Certification Form</i> which requires the specific statutory citation supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public. • The Bidder shall submit one (1) complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a "public copy," and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential. • Pricing information may not be designated as confidential material. However, supporting materials may be marked confidential if consistent with applicable law. • The transmittal letter may not be marked confidential. • The Bidder shall submit a USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This USB flash drive

Subject	Specifications
	<p>shall be clearly marked as a “public copy.”</p> <ul style="list-style-type: none"> The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.
Exceptions to RFP/Contract Language	<p>If the Bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the <i>Primary Bidder Detail & Certification Form</i>. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.</p> <p>The Agency reserves the right to either execute a contract without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.</p>

3.2 Contents and Organization of Technical Proposal.

This section describes the information that must be in the Technical Proposal. Bid Proposals should be organized into sections **in the same order provided here**. Hard copies of Bid Proposals should use tabs to separate each section. If a Bidder chooses to provide information in attachments to respond to any section below, please create a new tabbed attachment section immediately behind the applicable section. For example, to add attachments related to information asked for in Section 3.2.3 *Information to Include Behind Tab 3: Bidder’s Approach to Meeting Deliverables*, the Bidder would create a new tab in the Technical Proposal that is called Tab 3 Attachments and place the attachment(s) there. The Bidder would follow suit by creating new tabbed sections for attachments created to respond to any other section below in their bid proposal

3.2.1 Information to Include Behind Tab 1:

Transmittal Letter.

The transmittal letter serves as a cover letter for the Technical Proposal. It must consist of an executive summary that briefly reviews the strengths of the Bidder and key features of its proposed approach to meet the specifications of this RFP.

3.2.2 Information to Include Behind Tab 2: Proposal Table of Contents.

The Bid Proposal must contain a table of contents.

3.2.3 Information to Include Behind Tab 3: Bidder’s Approach to Meeting Deliverables.

The Bidder shall address each Deliverable that the successful contractor will perform as listed in **Section 1.3, Scope of Work**, and **Section 1.4, Scope of Work Additional Requirements**, by first restating the Deliverable from the RFP and then detailing the Bidder’s planned approach to meeting each contractor Deliverable immediately after the restated text. Bid responses should provide sufficient detail so that the Agency can understand and evaluate the Bidder’s approach, and should not merely repeat the Deliverable.

Bidders are given wide latitude in the degree of detail they offer or the extent to which they reveal plans, designs, examples, processes, and procedures. Bidders do not need to address any responsibilities that are specifically designated as Agency responsibilities.

Note:

- Responses to Deliverables shall be in the same sequence as presented in the RFP.
- Bid Proposals shall identify any deviations from the specifications the Bidder cannot satisfy.
- Bid Proposals shall not contain promotional or display materials unless specifically required.

If a Bidder proposes more than one method of meeting the RFP requirements, each method must be drafted and submitted as separate Bid Proposals. Each will be evaluated separately.

3.2.4 Information to Include Behind Tab 4: Bidder's Experience.

3.2.4.1 Level of technical experience in providing the types of services sought by the RFP.

3.2.4.2 Description of all contracts and projects currently undertaken by the Bidder for services similar to those sought by this RFP that the Bidder has provided to other governmental entities, specifically government-issued payment services for states. For each similar service, provide a matrix showing:

- A. Project title;
- B. Project role (primary contractor or subcontractor);
- C. Name of client agency or business;
- D. General description of the scope of work, including:
 - 1. Type of Program (e.g., child support, TANF, etc.);
 - 2. Annual number of EACs issued to customers by the Bidder;
 - 3. Annual number and dollar amount of payments received by the Bidder from the issuing entity;
- E. Start and end dates of contract as originally entered into between the parties;
- F. If there were any alteration(s) to the contract timeframe(s) or the contract was terminated for any other reason before completion of all obligations under the contract provisions, fully explain the reason(s) for the alteration or termination;
- G. Total value of the contract at the time it was executed and any alteration(s) to that amount. Provide reason(s) for the alteration(s) to the contract value;
- H. Whether the services were provided timely and within budget;
- I. Any damages, penalties, disincentives assessed, or payments withheld, or anything of value traded or given up by the Bidder that are valued at or above \$500,000. Include the estimated cost assessed against the Bidder for the incident with the details of the occurrence;
- J. List administrative or regulatory proceedings or adjudicated matters related to this service to which the Bidder has been a party; and
- K. Contact information for the client's project manager including address, telephone number, and email address.

3.2.4.3 Letters of reference from three (3) of the Bidder's current clients knowledgeable of the Bidder's performance in providing services similar to those sought in this RFP, including a contact person, telephone number, and email address for each reference. It is preferred that letters of reference are provided for services that were procured in a competitive environment. Form letters of reference that do not elaborate on the Bidder's performance under the specific relationships addressed in the reference letter may negatively impact the Bidder's evaluation/score. Persons who are currently employed by the Agency are not eligible to be references.

3.2.4.4 Description of experience managing subcontractors, if the Bidder proposes to use subcontractors.

3.2.5 Information to Include Behind Tab 5: Personnel.

The Bidder shall provide the following information regarding personnel:

3.2.5.1 Tables of Organization.

Illustrate the lines of authority in two tables:

- One showing overall operations
- One showing staff who will provide services under the RFP

3.2.5.2 Reserved. (Names and Credentials of Key Corporate Personnel) (Do not respond)**3.2.5.3 Information About Project Manager and Key Project Personnel.**

- Include names and credentials for the project manager and any additional key project personnel who will be involved in providing services sought by this RFP. Include resumes for these personnel. The resumes shall include: name, education, and years of experience and employment history, particularly as it relates to the scope of services specified herein. Resumes should not include social security numbers.
- Include the project manager's experience managing subcontractor staff if the Bidder proposes to use subcontractors.
- Include the percentage of time the person would be specifically dedicated to this project on a monthly basis, if the Bidder is selected as the successful Bidder.

3.2.5.4 Disclosures.

List any details of whether the Bidder or any owners, officers, primary partners, staff providing services or any owners, officers, primary partners, or staff providing services of any subcontractor who may be involved with providing the services sought in this RFP, have ever had a founded child or dependent adult abuse report, or been convicted of a felony.

3.2.6 Information to Include Behind Tab 6: RFP Forms.

The forms listed below are attachments to this RFP. Fully complete and return these forms behind Tab 6:

- Release of Information Form
- Primary Bidder Detail & Certification Form
- Subcontractor Disclosure Form (one for each proposed subcontractor)

3.2.7 Reserved. (Financial Statements) (Do not respond)

Section 4 Evaluation Of Bid Proposals

4.1 Introduction.

This section describes the evaluation process that will be used to determine which Bid Proposal provides the greatest benefit to the Agency. When making this determination, the Agency will not necessarily award a contract to the Bidder offering the lowest cost/fees or to the Bidder with the highest point total. Rather, a contract will be awarded to the Bidder that offers the greatest benefit to the Agency.

4.2 Evaluation Committee.

The Agency intends to conduct a comprehensive, fair, and impartial evaluation of Bid Proposals received in response to this RFP. In making this determination, the Agency will be represented by an evaluation committee.

4.3 Proposal Scoring and Evaluation Criteria.

The evaluation committee will use the method described in this section to assist with initially determining the relative merits of each Bid Proposal.

Scoring Guide.

Points will be assigned to each evaluation component as follows, unless otherwise designated:

4	Bidder has agreed to comply with the requirements and provided a clear and compelling description of how each requirement would be met, with relevant supporting materials. Bidder's proposed approach frequently goes above and beyond the minimum requirements and indicates superior ability to serve the needs of the Agency.
3	Bidder has agreed to comply with the requirements and provided a good and complete description of how the requirements would be met. Response clearly demonstrates a high degree of ability to serve the needs of the Agency.
2	Bidder has agreed to comply with the requirements and provided an adequate description of how the requirements would be met. Response indicates adequate ability to serve the needs of the Agency.
1	Bidder has agreed to comply with the requirements and provided some details on how the requirements would be met. Response does not clearly indicate if all the needs of the Agency will be met.
0	Bidder has not addressed any of the requirements or has provided a response that is limited in scope, vague, or incomplete. Response did not provide a description of how the Agency's needs would be met.

Technical Proposal Components.

When Bid Proposals are evaluated, the total points for each component are comprised of the component's assigned weight multiplied by the score the Bid Proposal earns. Points for all components will be added together. The evaluation components, including maximum points that may be awarded, are as follows:

Technical Proposal Components	Weight	Score (0-4)	Potential Maximum Points
Service Requirements (Section 1.3)	40	-----	160
Qualifications and Experience (Section 3.2.5)	40	-----	160
The Card (Section 1.4.1)	15	-----	60
The Account (Section 1.4.2)	15	-----	60
Customer Service (Section 1.4.3)	15	-----	60
Confidentiality (Section 1.4.4)	15	-----	60
Identity Theft and Fraud Protection (Section 1.4.5)	15	-----	60
Reports and Forms (Section 1.4.6)	15	-----	60
Testing Plan (Section 1.4.7)	10	-----	40
Project Plan (1.4.9)	10	-----	40
Incoming Transition Plan (Section 1.4.10(A))	10	-----	40
Outgoing Transition Plan (Section 1.4.10(B))	10	-----	40
Cardholder Fees (Section 1.4.11)	40	-----	160

Total Points Possible for Technical Proposal: 1,000

4.4 Recommendation of the Evaluation Committee.

The evaluation committee shall present a final ranking and recommendation(s) to Agency’s Bureau Chief and Division Administrator for consideration. In making this recommendation, the committee is not bound by any scores or scoring system used to assist with initially determining the relative merits of each Bid Proposal. This recommendation may include, but is not limited to, the name of one or more Bidders recommended for selection or a recommendation that no Bidder be selected. The Division Administrator shall consider the committee’s recommendation when making the final decision, but is not bound by the recommendation.

Attachment A: Release of Information

(Return this completed form behind Tab 6 of the Bid Proposal.)

_____ (name of Bidder) hereby authorizes any person or entity, public or private, having any information concerning the Bidder's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in this RFP, to release such information to the Agency.

The Bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Bidder acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Agency or may otherwise hurt its reputation or operations. The Bidder is willing to take that risk. The Bidder agrees to release all persons, entities, the Agency, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

Printed Name of Bidder Organization

Signature of Authorized Representative

Date

Printed Name

Attachment B: Primary Bidder Detail & Certification Form

(Return this completed form behind Tab 6 of the Proposal. If a section does not apply, label it "not applicable.")

Primary Contact Information (individual who can address issues re: this Bid Proposal)	
Name:	
Address:	
Tel:	
Fax:	
E-mail:	
Primary Bidder Detail	
Business Legal Name ("Bidder"):	
"Doing Business As" names, assumed names, or other operating names:	
Parent Corporation Name and Address of Headquarters, if any:	
Form of Business Entity (i.e., corp., partnership, LLC, etc.):	
State of Incorporation/organization:	
Primary Address:	
Tel:	
Local Address (if any):	
Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:	
Number of Employees:	
Number of Years in Business:	
Primary Focus of Business:	
Federal Tax ID:	
DUNS Number:	
Bidder's Accounting Firm:	
If Bidder is currently registered to do business in Iowa, provide the Date of Registration:	
Do you plan on using subcontractors if awarded this Contract? {If "YES," submit a Subcontractor Disclosure Form for each proposed subcontractor.}	
	(YES/NO)

Request for Confidential Treatment (See Section 3.1)		
Check Appropriate Box: <input type="checkbox"/> Bidder Does Not Request Confidential Treatment of Bid Proposal <input type="checkbox"/> Bidder Requests Confidential Treatment of Bid Proposal		
Location in Bid Proposal (Tab/Page)	Specific Grounds in Iowa Code Chapter 22 or Other Applicable Law Which Supports Treatment of the Information as Confidential	Justification of Why Information Should Be Kept in Confidence and Explanation of Why Disclosure Would Not Be in The Best Interest of the Public

Exceptions to RFP/Contract Language (See Section 3.1)			
RFP Section and Page	Language to Which Bidder Takes Exception	Explanation and Proposed Replacement Language:	Cost Savings to the Agency if the Proposed Replacement Language is Accepted

PRIMARY BIDDER CERTIFICATIONS

1. **BID PROPOSAL CERTIFICATIONS. By signing below, Bidder certifies that:**
 - 1.1 Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail & Certification Form. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal. The Bidder accepts and shall comply with all Contract Terms and Conditions contained in the Sample Contract without change except as set forth in the Contract;
 - 1.2 Bidder has reviewed the Additional Certifications ([see Attachment: Sample Contract, Section 1.8.2 Contingent Terms for Service Contracts \(“Section 3”\)](#)), which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein;
 - 1.3 Bidder has received any amendments to this RFP issued by the Agency;
 - 1.4 If Bidder requests confidential treatment of any information submitted in its Proposal, the Bidder expressly acknowledges and agrees that the Agency’s evaluation document(s) may reference information of which the Bidder requested confidential treatment in the Bid Proposal. These Agency evaluation documents may then be in the public domain and be open to inspection by interested parties upon the Agency’s issuance of a Notice of Intent to Award. The Agency will not redact information or references to information in evaluation documents even in instances which a Bidder requested confidential treatment in the Bid Proposal; and,
 - 1.5 The person signing this Bid Proposal certifies that he/she is the person in the Bidder’s organization responsible for, or authorized to make decisions regarding the prices quoted and, Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier.

2. SERVICE AND REGISTRATION CERTIFICATIONS. By signing below, Bidder certifies that:

- 2.1 Bidder certifies that the Bidder’s organization has sufficient personnel and resources available to provide all services proposed by the Bid Proposal, and such resources will be available on the date the RFP states services are to begin. Bidder guarantees personnel proposed to provide services will be the personnel providing the services unless prior approval is received from the Agency to substitute staff;
- 2.2 Bidder certifies that if the Bidder is awarded the contract and plans to utilize subcontractors at any point to perform any obligations under the contract, the Bidder will (1) notify the Agency in writing prior to use of the subcontractor, and (2) apply all restrictions, obligations, and responsibilities of the resulting contract between the Agency and contractor to the subcontractors through a subcontract. The contractor will remain responsible for all Deliverables provided under this contract;
- 2.3 Bidder either is currently registered to do business in Iowa or agrees to register if Bidder is awarded a Contract pursuant to this RFP;
- 2.4 Bidder certifies it is either: 1) registered or will become registered with the Iowa Department of Revenue to collect and remit Iowa sales and use taxes as required by Iowa Code Chapter 423; or 2) not a “retailer” of a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Bidder also acknowledges that the Agency may declare the Bid Proposal void if the above certification is false. Bidders may register with the Department of Revenue online at: <http://www.state.ia.us/tax/business/business.html>; and,
- 2.5 Bidder certifies it will comply with Davis-Bacon requirements if applicable to the resulting contract.

3. EXECUTION.

By signing below, I certify that I have the authority to bind the Bidder to the specific terms, conditions and technical specifications required in the Agency’s Request for Proposals (RFP) and offered in the Bidder’s Proposal. I understand that by submitting this Bid Proposal, the Bidder agrees to provide services described herein which meet or exceed the specifications of the Agency’s RFP unless noted in the Bid Proposal and at the prices quoted by the Bidder. The Bidder has not participated, and will not participate, in any action contrary to the anti-competitive obligations outlined in the Additional Certifications. I certify that the contents of the Bid Proposal are true and accurate and that the Bidder has not made any knowingly false statements in the Bid Proposal.

Signature:	
Printed Name/Title:	
Date:	

Attachment C: Subcontractor Disclosure Form

*(Return this completed form behind Tab 6 of the Bid Proposal. Fully complete a form for **each** proposed subcontractor. If a section does not apply, label it “not applicable.” If the Bidder does not intend to use subcontractor(s), this form does not need to be returned.)*

Primary Bidder (“Primary Bidder”):	
Subcontractor Contact Information (individual who can address issues re: this RFP)	
Name:	
Address:	
Tel:	
Fax:	
E-mail:	

Subcontractor Detail	
Subcontractor Legal Name (“Subcontractor”):	
“Doing Business As” names, assumed names, or other operating names:	
Form of Business Entity (i.e., corp., partnership, LLC, etc.)	
State of Incorporation/organization:	
Primary Address:	
Tel:	
Fax:	
Local Address (if any):	
Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:	
Number of Employees:	
Number of Years in Business:	
Primary Focus of Business:	
Federal Tax ID:	
DUNS Number:	
Subcontractor’s Accounting Firm:	
If Subcontractor is currently registered to do business in Iowa, provide the Date of Registration:	
Percentage of Total Work to be performed by this Subcontractor pursuant to this RFP/Contract.	
General Scope of Work to be performed by this Subcontractor	
Detail the Subcontractor’s qualifications for performing this scope of work	

By signing below, Subcontractor agrees to the following:

1. Subcontractor has reviewed the RFP, and Subcontractor agrees to perform the work indicated in this Bid Proposal if the Primary Bidder is selected as the winning Bidder in this procurement;
2. Subcontractor has reviewed the Additional Certifications and by signing below confirms that the Certifications are true and accurate and Subcontractor will comply with all such Certifications;
3. Subcontractor recognizes and agrees that if the Primary Bidder enters into a contract with the Agency as a result of this RFP, all restrictions, obligations, and responsibilities of the contractor under the contract shall also apply to the subcontractor;
4. Subcontractor agrees that it will register to do business in Iowa before performing any services pursuant to this contract, if required to do so by Iowa law; and,
5. Subcontractor certifies that it will comply with Davis-Bacon requirements if applicable to the resulting contract.

The person signing this Subcontractor Disclosure Form certifies that he/she is the person in the Subcontractor’s organization responsible for or authorized to make decisions regarding the prices quoted and the Subcontractor has not participated, and will not participate, in any action contrary to the anti-competitive obligations outlined in the Additional Certifications.

I hereby certify that the contents of the Subcontractor Disclosure Form are true and accurate and that the Subcontractor has not made any knowingly false statements in the Form.

Signature for Subcontractor:	
Printed Name/Title:	
Date:	

Attachment D: Additional Certifications

(Do not return this page with the Bid Proposal.)

1. CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submission of a Bid Proposal, the Bidder certifies (and in the case of a joint proposal, each party thereto certifies) that:

1. The Bid Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant of the Agency who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee;
2. The Bid Proposal has been developed independently, without consultation, communication or agreement with any other Bidder or parties for the purpose of restricting competition;
3. Unless otherwise required by law, the information in the Bid Proposal has not been knowingly disclosed by the Bidder and will not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other Bidder;
4. No attempt has been made or will be made by the Bidder to induce any other Bidder to submit or not to submit a Bid Proposal for the purpose of restricting competition;
5. No relationship exists or will exist during the contract period between the Bidder and the Agency that interferes with fair competition or is a conflict of interest.
6. The Bidder and any of the Bidder's proposed subcontractors have no other contractual relationships which would create an actual or perceived conflict of interest.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

By signing and submitting this Bid Proposal, the Bidder is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Bidder shall provide immediate written notice to the person to whom this Bid Proposal is submitted if at any time the Bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The Bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.
5. The Bidder further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND/OR VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

1. The Bidder certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the Bidder is unable to certify to any of the statements in this certification, such Bidder shall attach an explanation to this Proposal.

4. CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994

By signing and submitting this Bid Proposal, the Bidder is providing the certification set out below:

The Bidder must comply with Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed.

The Bidder further agrees that the above language will be included in any subawards that contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

5. CERTIFICATION REGARDING DRUG FREE WORKPLACE

1. **Requirements for Contractors Who are Not Individuals.** If the Bidder is not an individual, by signing and submitting this Bid Proposal the Bidder agrees to provide a drug-free workplace by:
 - a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- b. establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the person's policy of maintaining a drug-free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon employees for drug abuse violations;
 - c. making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (a);
 - d. notifying the employee in the statement required by subparagraph (a), that as a condition of employment on such contract, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
 - e. notifying the contracting agency within 10 days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - f. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and
 - g. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f).
2. **Requirement for Individuals.** If the Bidder is an individual, by signing and submitting this Bid Proposal the Bidder agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.
3. **Notification Requirement.** The Bidder shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):
- a. take appropriate personnel action against such employee up to and including termination; or
 - b. require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

6. NON-DISCRIMINATION

The Bidder does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.

Attachments Specific to This RFP

- Attachment E, *Reports*
- Attachment F, *Confidential Information Safeguarding Provisions*
- Attachment G, *Cardholder Fee Schedule*

Attachment E**Reports**

Report Type	Frequency	Description
Card Order	Daily	Contains person-specific information on new EAC card requests (Note this is different than the file that is sent to the Contractor).
Card Load	Daily	Contains person- and account-specific information on payments to apply to EAC Accounts (Note this is different than the file that is sent to the Contractor).
Funding Reject	Daily	Contains detailed person- and payment-specific information on EAC funds not accepted by the depository financial institution.
Card Activity Summary	Monthly	Contains information on the EAC cards payees activate.
Card Activity Detailed	Monthly	Contains general information on EAC card use, e.g., the number and dollar amount of payments deposited on the EAC cards.
Card Status	Monthly	Contains information on active, inactive, and canceled EAC cards within the month.
Indicative Data Change Report	Monthly	Contains information on changes to EAC Cardholders' Account information.
Cardholder Information Exception	Monthly	Contains information on changes to EAC account information not processed by the Contractor.
Account Reconciliation	Monthly	Provides details on the amount received each day, the amount deposited each day, and the amount of funds returned to the Agency by the depository financial institution.
Monthly Metrics	Monthly	Provides high-level details of new EAC cards issued, EAC cards reissued, the number of deposits made, the total amount deposited, and the average amount deposited to the active EAC cards for Cardholders.
Deceased Cardholder	Monthly	Advises the Agency about EAC Accounts made inactive or closed due to the death of the Cardholder.
Monthly Escheatment Eligibility	Monthly	Contains details of EAC Accounts with funds that will be escheated based upon the laws of the state where the Cardholder resides.
Card Account Detail	Request	Contains a list of all EAC cards opened by the Agency by date with customer name and address.

Attachment F

Confidential Information Safeguarding Provisions

Definition of Confidential Information. The term “Confidential Information” shall include, but not be limited to, the following:

- All individual case information received pursuant to this Contract unless otherwise designated by the Bureau,
- An individual’s social security number,
- An individual’s residential and mailing addresses,
- An individual’s employment information, and
- An individual’s financial information.

Prohibitions against the Use and Disclosure of Confidential Information. The Contractor shall not use, handle, transmit, store, or destroy the Confidential Information of applicants or recipients of child support enforcement services in a manner or for any purpose, except as allowed by the provisions of the Agreement. The Contractor shall safeguard the confidentiality of Confidential Information concerning applicants or recipients of child support enforcement services according to 5 U.S.C. § 552a; 42 U.S.C. §§ 654 and 654a; Iowa Code § 252B.9; 45 CFR Parts 303.21 and 307.13; and other applicable federal and state laws.

Reporting. The Contractor shall report to the Bureau’s Security and Privacy Officer and the Child Support Recovery Unit any use or disclosure of the Confidential Information not provided for by this Contract of which the Contractor becomes aware, as well as report any suspected or unauthorized access to or disclosure of Confidential Information. The Contractor agrees to report suspected or unauthorized access to or disclosure of Confidential Information immediately, as the Bureau is required to report the suspected or unauthorized access or disclosure within the following timeframes:

- Social Security Information1 hour
- Federal Parent Locator Service1 hour
- All other Confidential Information3 Business Days

Sanctions. State and federal statutes carry criminal penalty or civil liability for confidentiality violation. For example, see Iowa Code § 252B.10; 5 U.S.C. § 552a; and 42 U.S.C. §§ 653(1)(2) and 654a(d)(5). The Contractor may not use the Confidential Information for commercial or political purposes or re-disclose the Confidential Information without the express, written consent of the Bureau. The Contractor may be held civilly or criminally liable for misuse of the Confidential Information.

Survival. The provisions of the Contract that protect Confidential Information shall survive termination of the Contract.

Rev. 4/22/16

Attachment G

Cardholder Fee Schedule

Fee Description	Fee Amount	Fee Details
Cash Access		
ATM Withdrawals – In-network		
ATM Withdrawals – Out-of-network		
Teller-based Withdrawals		
POS Cash-back		
Other		
Customer Service		
Toll-free IVR		
Toll-free Live Customer Service		
Online Account Access		
Mobile App Account Access		
Funds Transfers		
Other		
Card Replacement		
Standard Card Replacement		
Expedited Card Replacement		
Additional Fees		
Monthly or Annual Fee		
Balance Inquiries		
E-mail/Text Alerts		
Declined Transactions		
Monthly Paper Account Statement		
Account Overdraft		
Account Inactivity		
Foreign Currency Conversion		
Other		
Optional Services (please list)		

Attachment: Sample Contract

(These contract terms contained in the Special Terms, General Terms, and Contingent Terms for Services Contracts are not intended to be a complete listing of all contract terms but are provided only to enable Bidders to better evaluate the costs associated with the RFP and the potential resulting contract. Bidders should plan on such terms being included in any contract entered into as a result of this RFP. All costs associated with complying with these terms should be included in any pricing/fees quoted by the Bidder. See RFP Section 3.1 regarding Bidder exceptions to contract language.)

This is a sample form. DO NOT complete and return this attachment.

CONTRACT DECLARATIONS AND EXECUTION

RFP #	Contract #
BOC-22-019	<i>{To be completed when contract is drafted.}</i>

Title of Contract
<i>{To be completed when contract is drafted.}</i>

This Contract must be signed by all parties before the Contractor provides any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. This Contract is entered into by the following parties:

Agency of the State (hereafter "Agency")	
Name/Principal Address of Agency: Iowa Department of Human Services 1305 E. Walnut Des Moines, IA 50319-0114	Agency Billing Contact Name / Address: <i>{To be completed when contract is drafted.}</i>
Agency Contract Manager (hereafter "Contract Manager") /Address ("Notice Address"): <i>{To be completed when contract is drafted.}</i>	Agency Contract Owner (hereafter "Contract Owner") / Address: <i>{To be completed when contract is drafted.}</i>

Contractor: (hereafter "Contractor")	
Legal Name: <i>{To be completed when contract is drafted.}</i>	Contractor's Principal Address: <i>{To be completed when contract is drafted.}</i>
Tax ID #: <i>{To be completed when contract is drafted.}</i>	Organized under the laws of: <i>{To be completed when contract is drafted.}</i>
Contractor's Contract Manager Name/Address ("Notice Address"): <i>{To be completed when contract is drafted.}</i>	Contractor's Billing Contact Name/Address: <i>{To be completed when contract is drafted.}</i>

Contract Information	
Start Date: <i>{To be completed when contract is drafted.}</i>	End Date of Base Term of Contract: End Date of Contract: <i>{To be completed when contract is drafted.}</i>
Possible Extension(s): <i>{To be completed when contract is drafted.}</i>	
Contract Contingent on Approval of Another Agency: No	ISPO Number: ISPO-22-024
Contract Include Sharing SSA Data? No	DoIT Number: N/A

Contract Execution

This Contract consists of this Contract Declarations and Execution Section, the Special Terms, any Special Contract Attachments, the General Terms for Services Contracts, and the Contingent Terms for Service Contracts.

In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

{To be completed when contract is drafted.}

1.2 Contract Purpose.

{To be completed when contract is drafted.}

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:
{To be completed when contract is drafted.}

1.3.2 Performance Measures.

{To be completed when contract is drafted.}

1.3.3 Agency Responsibilities.

{To be completed when contract is drafted.}

1.3.4 Monitoring, Review, and Problem Reporting.

1.3.4.1 Agency Monitoring Clause. The Contract Manager or designee will:

- Verify Invoices and supporting documentation itemizing work performed prior to payment;
- Determine compliance with general contract terms, conditions, and requirements; and
- Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:

{To be completed when contract is drafted.}

1.3.4.2 Agency Review Clause. The Contract Manager or designee will use the results of monitoring activities and other relevant data to assess the Contractor's overall performance and compliance with the Contract. At a minimum, the Agency will conduct a review annually; however, reviews may occur more frequently at the Agency's discretion. As part of the review(s), the Agency may require the Contractor to provide additional data, may perform on-site reviews, and may consider information from other sources.

The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person. During the review meetings, the parties will discuss the Deliverables that have been provided or are in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency's contract monitoring activities.

1.3.4.3 Problem Reporting. As stipulated by the Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of Contract performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall provide a report setting forth activities taken or to be taken 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. The Contract Owner has final authority to approve problem-resolution activities.

The Agency's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The Agency's inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

1.3.4.4 Addressing Deficiencies. To the extent that Deficiencies are identified in the Contractor's performance and notwithstanding other remedies available under this Contract, the Agency may require the Contractor to develop and comply with a plan acceptable to the Agency to resolve the Deficiencies.

1.3.5 Contract Payment Clause.

1.3.5.1 Pricing. In accordance with the payment terms outlined in this section and the Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated as follows:

{To be completed when contract is drafted.}

1.3.5.2 Payment Methodology.

{To be completed when contract is drafted.}

1.3.5.3 Timeframes for Regular Submission of Initial and Adjusted Invoices. The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Invoice(s) shall be submitted [N/A]. Unless a longer timeframe is provided by federal law, and in the absence of the express written consent of the Agency, all Invoices shall be submitted within six months from the last day of the month in which the services were rendered. All adjustments made to Invoices shall be submitted to the Agency within ninety (90) days from the date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.

1.3.5.4 Submission of Invoices at the End of State Fiscal Year. Notwithstanding the timeframes above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Invoices to the Agency for payment by August 1st for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

1.3.5.5 Payment of Invoices. The Agency shall verify the Contractor's performance of the Deliverables and timeliness of Invoices before making payment. The Agency will not pay Invoices that are not considered timely as defined in this Contract. If the Contractor wishes for untimely Invoice(s) to be considered for payment, the Contractor may submit the Invoice(s) in accordance with instructions for the Long Appeal Board Process to the State Appeal Board for consideration. Instructions for this process may be found at:

http://www.dom.state.ia.us/appeals/general_claims.html.

The Agency shall pay all approved Invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

1.3.5.6 Reimbursable Expenses. Unless otherwise agreed to by the parties in an amendment to the Contract that is executed by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract.

1.4 Insurance Coverage.

The Contractor and any subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million

1.5 Data and Security. If this Contract involves Confidential Information, the following terms apply:

1.5.1 Data and Security System Framework. The Contractor shall comply with either of the following:

- Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater, ISO 27001 or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire, or
- Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, "passed" means no unresolved high or critical findings.

1.5.2 Vendor Security Questionnaire. If not previously provided to the Agency through a procurement process specifically related to this Contract, the Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ).

1.5.3 Cloud Services. If using cloud services to store Agency Information, the Contractor shall comply with either of the following:

- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Provide certification of compliance with a minimum of one of the following security frameworks: HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire.

1.5.4 Addressing Concerns. The Contractor shall timely resolve any outstanding concerns identified by the Agency regarding the Contractor's submissions required in this section.

1.6 Reserved. (Labor Standards Provisions.)

1.8 Incorporation of General and Contingent Terms.

1.8.1 General Terms for Service Contracts (“Section 2”). The version of the General Terms for Services Contracts Section posted to the Agency’s website at <https://dhs.iowa.gov/contract-terms> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The General Terms for Service Contracts may be referred to as Section 2.

The contract warranty period (hereafter “Warranty Period”) referenced within the General Terms for Services Contracts is as follows: The term of this Contract, including any extensions.

1.8.2 Contingent Terms for Service Contracts (“Section 3”). The version of the Contingent Terms for Services Contracts posted to the Agency’s website at <https://dhs.iowa.gov/contract-terms> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The Contingent Terms for Service Contracts may be referred to as Section 3.

All of the terms set forth in the Contingent Terms for Service Contracts apply to this Contract unless indicated otherwise in the table below:

<p>Contract Payments include Federal Funds? No <i>{The items below will be completed if the Contract includes Federal Funds}</i> The Contractor for federal reporting purposes under this Contract is a: <i>{To be completed when contract is drafted.}</i> Office of Child Support Enforcement (“OCSE”) Funded Percentage: <i>{To be completed when contract is drafted.}</i> Federal Funds Include Food and Nutrition Service (FNS) funds? <i>{To be completed when contract is drafted.}</i> DUNS #: <i>{To be completed when contract is drafted.}</i> The Name of the Pass-Through Entity: <i>{To be completed when contract is drafted.}</i> CFDA #: <i>{To be completed when contract is drafted.}</i> Grant Name: <i>{To be completed when contract is drafted.}</i> Federal Awarding Agency Name: <i>{To be completed when contract is drafted.}</i></p>	
<p>Contractor a Business Associate? No</p>	<p>Contractor a Qualified Service Organization? No</p>
<p>Contractor subject to Iowa Code Chapter 8F? Unknown</p>	<p>Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)? No</p>