

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	Third Party Administration of Unemployment Insurance Claims	RFP Number:	1120005086
Agency:	Iowa Department of Administrative Services		
State seeks to purchase:	Administration of Unemployment Insurance Claims for State Agencies	Available to Political Subdivisions?	No
Number of mos. or yrs. of the initial term of the contract:	2 Years	Number of possible annual extensions:	4
Initial Contract term beginning:	July 1, 2020	Ending:	June 30, 2022
State Issuing Officer:			
Nancy Wheelock, Purchasing Agent 515-322-0200 Nancy.wheelock@iowa.gov			
PROPOSALS WILL BE SUBMITTED ELECTRONICALLY THROUGH IOWA VSS			
PROCUREMENT TIMETABLE—Event or Action:		Date/Time (Central Time):	
State Posts Notice of RFP on TSB website		May 1, 2020	
State Issues RFP		May 4, 2020	
RFP written questions, requests for clarification, and suggested changes from Contractors due:		May 15, 2020 2:00 PM CT	
Proposals Due Date:		May 28, 2020	
Proposals Due Time:		2:00 PM (CT)	
Relevant Websites:	Web-address:		
Internet website where Addenda to this RFP will be posted:	http://bidopportunities.iowa.gov/		
Internet website where contract terms and conditions are posted:	https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf		
Number of Copies of Proposals Required to be Submitted:		1 Digital Copy	
Firm Proposal Terms Per Section 3.2.14, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:		120 Days	

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SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 5 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

1.2 Definitions

For the purposes of this RFP and the resulting contract, the following terms shall mean:

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

“Contract” means the contract(s) entered into with the successful Respondent(s) as described in Section 7.1.

“Contractor” means the successful Respondent to this RFP.

“General Terms and Conditions” means the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

“Proposal” means the Respondent’s proposal submitted in response to the RFP.

“Respondent” means a vendor submitting a Proposal in response to this RFP.

“Responsible Respondent” means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, the Agency may consider various factors including, but not limited to, the Respondent’s competence and qualifications to provide the goods or services requested, the Respondent’s integrity and reliability, the past performance of the Respondent and the best interest of the Agency and the State.

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

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

“State” means the State of Iowa, the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

1.3 Overview of the RFP Process

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency’s benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to

be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Respondent should review Attachment 3, Form 22 Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked “Confidential” or “Proprietary” on every page may be disqualified.

Respondents will be required to submit their Proposals electronically through Iowa VSS electronic bidding system. It is the Agency’s intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 6, Evaluation and Selection.

1.4 Background Information

The State of Iowa, through the Department of Administrative Services, is soliciting proposals from qualified companies to provide third party administration of unemployment insurance claims. The State of Iowa had 522 unemployment claims filed for fiscal year 2019 of which 114 claims were appealed.

The primary reasons for this solicitation are to assess changes in the marketplace, ensure financial competitiveness, and to comply with State contract term and procurement requirements.

SECTION 2 ADMINISTRATIVE INFORMATION

2.1. Issuing Officer

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

2.2 Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State.

2.3 Downloading the RFP from the Internet

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

2.4 Procurement Timetable

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

2.5 Questions, Requests for Clarification, and Suggested Changes

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. Respondents may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions received from Respondents on before the date listed on the RFP cover sheet. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

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

2.6 Amendment to the RFP

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

2.7 Amendment and Withdrawal of Proposal

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

2.8 Submission of Proposals

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

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

2.9 Proposal Opening

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

2.10 Costs of Preparing the Proposal

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

2.11 No Commitment to Contract

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

2.12 Rejection of Proposals

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

2.12.1 The Respondent fails to deliver the Cost Proposal in a separate electronic file.

- 2.12.2** The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.3** The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- 2.12.4** The Respondent's Proposal limits the rights of the Agency.
- 2.12.5** The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.
- 2.12.6** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Respondent fails to include Proposal Security, if required.
- 2.12.8** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9** The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.12.10** The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.12.11** The Respondent provides misleading or inaccurate responses.
- 2.12.12** The Respondent's Proposal is materially unbalanced.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.
- 2.12.14** The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.12.15** The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

2.13 Nonmaterial Variances

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

Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.14 Reference Checks

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

2.15 Information from Other Sources

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

2.16 Verification of Proposal Contents

The content of a Proposal submitted by a Respondent is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

2.17 Proposal Clarification Process

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

2.18 Disposition of Proposals

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

2.19 Public Records and Requests for Confidential Treatment

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

2.20 Form 22 - Request for Confidentiality

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

2.21 Copyright Permission

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

2.22 Release of Claims

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

2.23 Respondent Presentations

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

2.24 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed and evaluated in accordance with Section 6 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State.

2.25 Award Notice and Acceptance Period

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

2.26 No Contract Rights until Execution

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

2.27 Choice of Law and Forum

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Respondents are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.28 Restrictions on Gifts and Activities

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

2.29 No Minimum Guaranteed

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

2.30 Post Solicitation Debriefing

A debriefing is available to any Respondent who submitted a proposal in response to this RFP. Respondent shall submit a written request for a debriefing to the Issuing Officer via email or other delivery method. All Respondents will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled by the Agency as soon as practicable after the receipt of debriefing request.

2.31 Appeals

A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the Notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Respondent.

SECTION 3 FORM AND CONTENT OF PROPOSALS

Instructions

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

- 3.1.1** The Proposal will be electronically submitted through the Vendor Self-Service (VSS) electronic bidding system. One (1) electronic copy of the Technical and Cost Proposals shall be timely submitted. The Cost Proposal shall be a separate electronic file. When you are ready to submit your Proposal, the link to VSS is:

https://vss.iowa.gov/webapp/VSS_ON/AltSelfService

Respondent will need to register their company regardless of whether they have already done business with the state of Iowa. There is a Register button on the left hand side of the VSS screen. Click on that button to start the registration process. If you have any issues with registration, please call the helpdesk at 515-281-6614. If you have done business with the State, you will be given an opportunity to look up your entity during the registration process. It is recommended that you complete the registration process today to ensure you are ready to upload your proposal on or before the due date and time shown on the RFP Cover Sheet.

File size is limited to 10MB when uploading. Respondent will need to break their Proposal into several files if the Proposal exceeds the 10MB threshold. There is no limit on the number of files which can be uploaded. Please make sure the **electronic copy submitted contains all of the required signatures** in the RFP which would include the transmittal letter and Attachments 1-3.

If you are having issues uploading your Proposal files into VSS and the helpdesk is unable to provide assistance, please contact the Issuing Officer via email at nancy.wheelock@iowa.gov.

- 3.1.2** If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy."
- 3.1.3** Proposals shall not contain promotional or display materials.
- 3.1.4** Attachments shall be referenced in the Proposal.
- 3.1.5** If a Respondent proposes more than one solution to the RFP specifications, each shall be labeled and submitted in a separate Proposal and each will be evaluated separately.

3.2 Technical Proposal

The following documents and responses shall be included in the Technical Proposal in the order given below. Items listed in Section 3.2 will be considered in the evaluation and scoring of the Technical Proposals:

3.2.1 Transmittal Letter (Required)

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

3.2.2 Table of Contents

The Respondent shall include a table of contents of its Proposal and submit the check list of submittals per Attachment #4.

3.2.3 Executive Summary

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

3.2.3.1 Statements that demonstrate that the Respondent has read, understands and agrees with the terms and conditions of the RFP including the Contract provisions in Section 7.

3.2.3.2 An overview of the Respondent's plans for complying with the specifications of this RFP.

3.2.3.3 Any other summary information the Respondent deems to be pertinent.

3.2.4 Mandatory Specifications and Scored Technical Specifications

The Respondent shall answer whether or not it will comply with each specification in Section 5 of the RFP. Where the context requires more than a yes or no answer or the specific specification so indicates, Respondent shall explain how it will comply with the specification. Merely repeating the Section 5 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

3.2.5 Respondent Background Information

The Respondent shall provide the following general background information:

3.2.5.1 Does your state have a preference for instate vendors? Yes or No. If yes, please include the details of the preference.

3.2.5.2 Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.

3.2.5.3 Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company.

- 3.2.5.4** State of incorporation, state of formation, or state of organization.
- 3.2.5.5** The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- 3.2.5.6** Number of employees.
- 3.2.5.7** Type of business.
- 3.2.5.8** Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.5.9** Name, address and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements.
- 3.2.5.10** Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 3.2.5.11** Respondent's accounting firm.
- 3.2.5.12** The successful Respondent will be required to register to do business in Iowa before payments can be made.
For vendor registration documents, go to:
<https://das.iowa.gov/procurement/vendors/how-do-business>

3.2.6 Experience

The Respondent must provide the following information regarding its experience:

- 3.2.6.1** Number of years in business.
- 3.2.6.2** Number of years of experience with providing the types of goods and/or services sought by the RFP.
- 3.2.6.3** The level of technical experience in providing the types of goods and/or services sought by the RFP.
- 3.2.6.4** A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.
- 3.2.6.5** Letters of reference from three (3) previous customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

3.2.7 Personnel

The Respondent must provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP. The following information must be included in the resumes:

3.2.7.1 Full name.

3.2.7.2 Education.

3.2.7.3 Years of experience and employment history particularly as it relates to the specifications of the RFP.

3.2.8 Termination, Litigation, Debarment

The Respondent must provide the following information for the past five (5) years:

3.2.8.1 Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.

3.2.8.2 Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.

3.2.8.3 Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.

3.2.8.4 A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.

3.2.8.5 Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities.

Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Respondent. Respondent shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Respondent, following execution of the Contract.

3.2.9 Criminal History and Background Investigation

The Respondent hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract.

3.2.10 Acceptance of Terms and Conditions

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

3.2.11 Acceptance of State of Iowa Security Terms

By submitting a Proposal, Respondent acknowledges its acceptance of the State of Iowa Security Terms (**Attachment 6**) without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific language it proposes to include in place of the provision. If Respondent's exceptions or responses materially alter the RFP, or if the Respondent submits its own security terms or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

3.2.12 Certification Letter

The Respondent shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Respondent shall make the certifications included in Attachment #1.

3.2.13 Authorization to Release Information

The Respondent shall sign and submit with the Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Respondent authorizes the release of information to the Agency.

3.2.14 Firm Proposal Terms

The Respondent shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for the number days indicated on the RFP cover sheet following the deadline for submitting Proposals.

3.2.15 Addendums

Provide signed copy of posted RFP addendums.

3.2.16 Request for Confidentiality

The Respondent must sign and submit with the Proposal the document included as Attachment #3 Form 22 – Request for Confidentiality.

3.3 Cost Proposal

The Respondent shall provide its Cost Proposal in a separate digital file for the proposed services.

3.3.1 Respondent Discounts

Respondents shall state in their Cost Proposals whether they offer any payment discounts, including but not limited to:

3.3.1.1 Prompt Payment Discount

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

3.3.1.2 Cash Discount

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 SCOPE OF WORK

The successful Contractor shall provide the goods and/or services to Agency and other agencies using the Contract in accordance with the specifications as provided in this Section. The Contractor shall address each specification in this Section and indicate whether or not it will comply with the specification.

4.1 Scope of Services

4.1.1 Claims Administration

- 4.1.1.1** Contractor shall process unemployment claims for participating agencies beginning July 1, 2020.
- 4.1.1.2** Contractor shall file necessary authorizations and address changes, if applicable, with IWD and obtain employee pay and separation data from the State for the preceding five (5) quarters. These steps shall be completed prior to the effective date of the Contract.
- 4.1.1.3** Contractor shall maintain payroll and separation data on State employees and agree to receive, on a bi-weekly basis, a secure electronic file containing a listing of employee wages and employment data. Contractor shall store the data by electronic means and have the capability of retrieving payroll and separation data in a secure electronic format on a biweekly basis to meet the claims processing requirements and time limits established by IWD.
- 4.1.1.4** Contractor shall systematically review all claims for unemployment insurance benefits filed by former State employees or persons purported to have been State employees and protest those subject to disqualification under applicable IWD laws, rules, and precedents. Contractor shall utilize the proper forms in processing and protesting claims.
- 4.1.1.5** Contractor shall verify data supplied by IWD concerning the claimant's weeks of employment, base period wages, reason for separation, and where the claimant was employed. Contractor shall use the claimant's name, social security number, and State account number when corresponding with State departments.
- 4.1.1.6** Contractor shall apply lump-sum termination leave payments as if they were paid each pay period, unless otherwise directed by DAS HRE.
- 4.1.1.7** Contractor shall notify the State's program administrator of the possibility of overlapping issues involving unemployment insurance claims and employee discipline and grievance handling.
- 4.1.1.8** Contractor shall provide evidence of the period of time it takes to process a claim from the day the notice of claim is received to the day a protest is made.

4.1.2 Customer Service

- 4.2.2.1** Contractor shall provide a professional service representative assigned to the State of Iowa and periodically available in Iowa to service the Contract.
- 4.2.2.2** The Contractor shall maintain a toll-free telephone number to respond to claimant inquiries as well as a toll-free TDD line for hearing impaired claimants.
- 4.2.2.3** The Customer Service unit must be available from 8:00 a.m. – 5:00 p.m. Central Time, Monday through Friday.
- 4.2.2.4** Contractor shall acknowledge claim and other questions and complaints from claimants within two (2) business days.
- 4.2.2.5** Contractor shall provide client-specific customer service representative training to its staff prior to the State's plan start date.
- 4.2.2.6** Contractor's customer service representatives shall have access to claims history and previous call notes when a claimant calls in to ask a question.
- 4.2.2.7** Upon proper identification, the Contractor shall, to the extent possible, answer inquiries over the telephone.
- 4.2.2.8** Claimants shall be able to leave voicemails for with Contractor's customer service representatives.

4.1.3 Training

Contractor shall provide training for human resource associates, personnel officers and supervisors at the agency level. The training shall include information on the type of documents needed when preparing for both a fact finding interview and an appeal and an explanation of the overall process so state staff understand how to prepare for a fact finding interview or an appeal.

4.1.4 Meetings

Contractor shall be available to meet in person with the State's program administrator on an as-needed basis.

If requested by the State, Contractor shall meet with state human resources associates and Personnel Officers annually to provide updates on changes in unemployment insurance laws, rules, and claims processing problems or requirements. Meetings shall be at a time and place specified by the State.

4.1.5 Consultation

If requested, Contractor shall provide expert advice and consultation to the State's unemployment insurance program administrator regarding matters related to unemployment insurance.

4.1.6 Fact Finding Interviews and Appeal Hearings

- 4.1.6.1** Respondent shall notify the affected State departments of all fact finding interviews and appeals hearings by email within twenty-four (24) hours of receiving notice from IWD. Prior to the scheduled interview or hearing, Respondent shall consult with the appropriate State personnel to discuss respective responsibilities regarding the claimant.
- 4.1.6.2** Respondent shall represent the State in all appeal hearings, unless otherwise authorized by DAS HRE. Acceptable representation is by an employee of the

Respondent, or an individual under contract to the Respondent who is knowledgeable of unemployment laws, rules, and procedures. If the Respondent cannot be represented by an employee of the Respondent, the Respondent shall notify the State who under their Contract will be representing and allow the State to approve or request the Respondent to find someone else. Respondent shall assist the State when a decision is appealed to District Court and provide the State's program administrator with a copy of unfavorable appeal decisions upon request.

- 4.1.6.3** When an adverse decision from a fact finding interview is received, Respondent shall determine whether the decision should be appealed. If the decision is not to be appealed, Respondent shall consult with a representative of the affected State agency.

4.1.7 Reporting

- 4.2.7.1** Respondent shall provide the State with quarterly and annual unemployment claims reports at the department and aggregate level.
- 4.2.7.2** The reporting capabilities of the proposed solution must include Ad Hoc report-writing capability.

4.1.8 Claims Outcome Reviews

Respondent shall provide unemployment claims outcome reviews on a quarterly basis.

4.1.9 Website

Respondent's website shall allow State administrators access for reporting purposes and administrative information. Respondent must provide a link to its website in the Proposal and include a user ID and password, if applicable.

4.1.10 Quality Controls & Audits

- 4.2.10.1** At a minimum, Respondent shall perform an annual claims audit on the State's unemployment claims.
- 4.2.10.2** Respondent must have a disaster recovery plan for restoring application software and master files.

4.1.11 Performance Measures

- 4.2.11.1** Respondent will communicate new claims, unfavorable decisions, and notice of fact finding interviews to the State within 24 hours of receipt. Adherence to this standard shall be measured quarterly. For any quarter in which the Respondent has not achieved greater than 98.0% adherence, DAS HRE will receive a 5% discount on the current quarter's invoice.
- 4.2.11.2** Respondent shall send a quarterly customer satisfaction survey to all state staff who have participated in an unemployment claim at the end of each quarter. The results of the quarterly survey shall be sent in report form to DAS-HRE within 45 days of each quarter end. Contractor shall maintain an overall 90.0% customer satisfaction rating each quarter. For any quarter in which the Respondent has not achieved 90.0% or greater adherence, DAS HRE will receive a 2% discount on the current quarter's invoice.

4.1.12 Invoicing and Payment

Respondent shall submit an invoice on a quarterly basis for the services as specified in this RFP. Respondent's invoice shall comply with all applicable rules concerning payment of such claims. DAS HRE shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514.

Unless otherwise agreed in writing by the parties, Respondent shall not be entitled to receive any other payment or compensation from the State for any goods or services provided by or on behalf of the Respondent. Respondent shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance of the services specified in this RFP.

SECTION 5 SPECIFICATIONS

Overview

The successful Respondent shall provide the goods and/or services to the State using the Contract in accordance with the specifications as provided in this Section. The Respondent shall address each specification in this Section and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Respondent shall explain how it will comply with the specification. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Respondent. Proposals must identify any deviations from the specifications of this RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

5.1 Mandatory Specifications

All items listed in this section are Mandatory Specifications. Respondents must mark either **“yes”** or **“no”** to each specification in their Proposals. By indicating “yes” a Respondent agrees that it shall comply with that specification throughout the full term of the Contract, if the Respondent is successful. In addition, if specified by the specifications or if the context otherwise requires, the Respondent shall provide references and/or supportive materials to verify the Respondent’s compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Respondent demonstrate the Respondent will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Respondent will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

- 5.1.1** The Respondent must guarantee per employee per year rate for the initial two year term of the Contract.
- 5.1.2** The Respondent must have a minimum of five (5) years’ current experience serving large public sector clients and union groups and have current experience providing similar unemployment claim administration to at least one other employer with 15,000 or more employees.
- 5.1.3** The Respondent must maintain a toll-free telephone number to respond to claimant inquiries as well as a toll-free TDD line for hearing impaired claimants available 8:00 a.m. – 5:00 p.m. Central Time, Monday through Friday.
- 5.1.4** The Respondent must accept the fiduciary responsibility for the Unemployment Insurance Claims administration.

5.2 Scored Technical Specifications

All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the evaluation committee in accordance with Section 6.

5.2.1 Scope of Work

The Respondent shall address each specification in Section 4 – Scope of Work and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, the Respondent shall explain how it

will comply with the specification. Proposals must address each specification and identify any deviations from the specifications of this RFP or specifications the Respondent cannot satisfy.

5.2.2 Customer Service

5.2.2.1 The Respondent shall describe its typical number of dedicated customer service representatives per company participants.

5.2.2.2 The Respondent shall describe its approach to client-specific training for customer service representatives per the requirement in Section 4.2.2.5.

- a. Provide the duration of the initial training program.
- b. Provide the type of ongoing training provided.
- c. Provide the type of knowledge tools or other job aids provided.

5.2.2.3 The Respondent shall describe how it measures and tracks customer satisfaction. The Respondent shall explain its client satisfaction goal and rate for calendar year 2019.

5.2.2.4 The Respondent shall provide the address and phone numbers for the call center unit that would service the State.

	Call Center
Address	
Phone Numbers	

5.2.2.5 The Respondent shall indicate the total number of Members and groups serviced out of this location:

	Call Center
Total Members	
Groups Serviced	

5.2.2.6 The Respondent shall indicate the average monthly call volume for 2018 and 2019 for this location:

	Answer
2018 Monthly Call Volume	
2019 Monthly Call Volume	
Call Capacity:	

5.2.3 Implementation

5.2.3.1 Transition Timetable

The Respondent shall describe the timetable and specific tasks involved to have claims administration services operative by July 1, 2020. Include a detailed implementation plan and business plan or timeline. Be specific with regard to the following:

- a. Amount of time needed for implementing the new program

- b. Recommended activities/tasks and timing
- c. Responsibilities of the Respondent and State staff
- d. Transition with current carriers
- e. Length of time implementation team will be responsible for the State of Iowa

5.2.3.2 Transition of Claims Handling

The Respondent's proposed transition of claims in process shall, at a minimum, address:

- a. Claims that are in a course of resolution;
- b. Transition of claims information;
- c. Communication of transition issues to all claimants;

5.2.4 Quality Controls & Audits

5.2.4.1 The Respondent shall describe the quality controls and auditing mechanisms in place for its claim processing department. Does Contractor use internal or independent/outside auditors?

5.2.4.2 The Respondent will explain the percentage of claims audited and the frequency that internal audits are performed.

5.2.4.3 Does the Respondent agree to offer the State the right to audit its claim processing service, records and other relevant activity associated with its plan participants?

5.2.5 Reporting

5.2.5.1 The Respondent shall describe its online reporting capabilities available for the State. Please describe the types of reports that can be downloaded from the online system.

5.2.5.2 As an attachment to this Proposal, provide a copy of standard reports available and the State's ability to view plan data.

5.2.5.3 The Respondent shall provide its average turnaround time to produce ad hoc reports.

SECTION 6 EVALUATION AND SELECTION

6.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the State. Agency will not necessarily award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award to the Respondent whose Responsive Proposal the Agency believes will provide the best value to the State.

6.2 Evaluation Committee

The Agency will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Agency will use an evaluation committee to review and evaluate the Technical Proposals. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity who must approve the recommendation.

6.3 Technical Proposal Evaluation and Scoring

All Technical Proposals will first be reviewed to determine if they comply with the Mandatory Specifications. The Technical Proposals will then be evaluated and scored on the Scored Technical Specifications described in Section 5.1 and 5.2. To be deemed a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of Section 5.1 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Technical Proposal.

An addendum identifying the points assigned to evaluation criteria and minimum score will be posted prior to the RFP closing.

6.4 Cost Proposal Scoring

The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any demonstrations. Only prospective Respondents who obtain the minimum score for their Technical Proposal will be considered during the cost evaluation phase of the review process. When a Technical Proposal does not meet the minimum score, the associated Cost Proposal will remain unopened and will be returned to the Respondent upon request after the Lead State issues a Notice of Intent to Award the Contract. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

To assist the Agency in evaluating, Cost Proposals may be evaluated and points awarded as follows:

- 1) The Cost Proposals will be ranked from least to most expensive.
- 2) The least expensive Cost Proposal shall receive the maximum number of points available.
- 3) To determine the number of points to be awarded to all other Cost Proposals, the least expensive Cost Proposal will be used in all cases as the numerator. Each of the other Cost Proposals will be used as the denominator per the example below.

- 4) The percentage will then be multiplied by the maximum number of available points and the resulting number will be the cost points awarded to other compliant Respondents. Percentages and points will be rounded to the nearest whole value.

Example:

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

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

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

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

SECTION 7 CONTRACT TERMS AND CONDITIONS

7.1 Contract Terms and Conditions

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

The Contract terms and conditions in this Section 6, the General Terms and Conditions to the extent referenced and linked to on the RFP cover page, and/or any Terms and Conditions attached to and accompanying this RFP as an attachment hereto, will be incorporated into the Contract. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Respondent.

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

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

- 7.1.1** Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal;

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

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

7.2 Contractual Terms and Conditions – No Material Changes/Non-Negotiable

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

7.2.1 Indemnification

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

7.2.2 Limitation of Liability

Iowa Code section 8A.311(22) and 11 Iowa Admin. Code Chapter 120 establish the rules to allow for the State to agree to a contractual limitation of vendor liability clause in limited circumstances. Any request by Respondent for the State to limit damages not in accordance with Iowa law or administrative rules is a request with which the State cannot agree.

7.2.3 Jurisdiction and Venue

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State's attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General's authority by agreeing in advance to control

the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in another state, and cannot agree to participate in any form of alternative dispute resolution.

7.2.4 Confidentiality

All Iowa state agencies are subject to Iowa public records laws. The State cannot agree to contractual terms that attempt to prevent it from disclosing or disseminating records that constitute public records under Iowa Code chapter 22.

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

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

7.3 Special Terms and Conditions

7.3.1 Personnel to Perform the Services

As part of the consideration for this Contract, DAS HRE is relying on the personal skills of the key individuals identified in Contractor's proposal to perform the services described in the scope of services. Contractor must provide DAS HRE with a written 30 day notice prior to making any substitutions of key personnel during the term of the Contract or any extensions thereof. In addition, DAS HRE may request that Contractor not allow specific personnel or agents from performing services under the Contract if DAS HRE reasonably determines that such individual's performance does not meet DAS HRE's expectations.

7.3.2 Term Length

The Contract shall have an initial term of two (2) years, beginning on the date of contract execution (the **"Effective Date"**). At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of four (4) additional one-year terms, not to exceed a total contract term of six (6) years. The State will give the Vendor written notice of its intent whether to exercise each option no later than sixty (60) days before the end of the Contract's then-current term.

7.3.3 Payment Terms

7.3.3.1 Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments may be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Respondents shall indicate in their Cost Proposals all of the payment methods they will accept. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

7.3.3.2 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)

The State of Iowa may make payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf

7.3.3.3 State Warrant

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

7.3.3.4 Credit card or ePayables

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 7.7 of the RFP. Respondents must provide a statement regarding their ability to meet the requirements in this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

7.3.3.5 Terms and Conditions for State of Iowa Purchasing Cards

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

7.3.3.5.1 Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;

7.3.3.5.2 Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;

7.3.3.5.3 Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);

7.3.3.5.4 Contractor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;

7.3.3.5.5 Contractor shall confirm that the name of purchaser matches the name on the card;

7.3.3.5.6 Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or “https” in the web address;

7.3.3.5.7 Contractor shall shred any documentation with credit card numbers.

7.3.3.6 Payment Terms

Per Iowa Code 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor.

7.3.3.7 Respondent Discounts

Respondents shall state in their Cost Proposals whether they offer any payment discounts.

7.3.3.8 Prompt Payment Discount

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

7.3.3.9 Invoices

Any invoices submitted must comply with applicable rules concerning payment of claims, including but not limited to those set forth at Iowa Administrative Code chapter 11—41.

7.3.4 Insurance

The Contract will require the successful Respondent to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Each Occurrence	\$1 Million
	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million

Type of Insurance	LIMIT	AMOUNT
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

Acceptance of the insurance certificates by the Department shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

7.4 Order of Precedence

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) under a subsection with a heading entitled Special Terms & Conditions; (2) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the RFP cover page the Contract; (3) if neither the General Terms and Conditions for Service Contracts or Goods Contracts are linked to on the RFP cover page, any terms and conditions attached to and accompanying this RFP as attachment 5 (Terms and Conditions); and (4) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) set forth under a subsection with a title other than Special Terms & Conditions.

Attachment # 1
Certification Letter

Alterations to this document are prohibited, see section 2.12.14.

[Date]

Nancy Wheelock, Issuing Officer
Department of Administrative Services
Hoover Building, FLR 3
1305 E. Walnut Street
Des Moines, IA 50319

Re: RFP 1120005086 - PROPOSAL CERTIFICATIONS

Dear Nancy:

I certify that the contents of the Proposal submitted on behalf of **[Name of Respondent]** _____ (Respondent) in response to the Department of Administrative Services for RFP1120005086 for Third Party Administration of Unemployment Insurance Claims are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Certification of Independence

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

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other Respondent or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Respondent to induce any other Respondent to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Respondent and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Respondent nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d)

have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

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

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

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

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

- ☐ Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 423*; or
- ☐ Respondent is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48)(2016)*.

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #2
Authorization to Release Information Letter
Alterations to this document are prohibited, see section 2.12.14.

[Date]

Nancy Wheelock, Issuing Officer
Department of Administrative Services
Hoover Building, FLR 3
1305 E. Walnut Street
Des Moines, IA 50319

Re: RFP 1120005086 - AUTHORIZATION TO RELEASE INFORMATION

Dear Nancy:

[Name of Respondent] _____ (Respondent) hereby authorizes the Department of Administrative Services ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to RFP1120005086.

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

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

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

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

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #3
Form 22 – Request for Confidentiality
SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. THIS FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

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

2. Confidential Treatment of Information is Requested

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

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

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

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

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

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

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

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

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

_____ Company	_____ RFP Number	_____ RFP Title
_____ Signature (required)	_____ Title	_____ Date

(Proceed to the next page only if Confidential Treatment is requested.)

Part 2 - Confidential Treatment is Requested

The below information is to be completed and signed ONLY if Respondent is requesting confidential treatment of any information submitted in its Proposal.

NOTE:

- **Completion of this Form is the sole means of requesting confidential treatment.**
- **A RESPONDENT MAY NOT REQUEST PRICING INFORMATION IN PROPOSALS BE HELD IN CONFIDENCE.**

Completion of the Form and Agency's acceptance of Respondent's submission does not guarantee the agency will grant Respondent's request for confidentiality. The Agency may reject Respondent's Proposal entirely in the event Respondent requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

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

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

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

- ***If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Respondent's submittal to request confidentiality or rejection of the Proposal as being non-responsive.***
- ***Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal. If signing this Part 2, do not complete Part 1.***

Company

RFP Number

RFP Title

Signature (required)

Title

Date

Attachment #4
Response Check List

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
TECHNICAL PROPOSAL (submitted electronically)			
One (1) electronic copy of the Technical Proposal			
One (1) electronic copy of the Public Copy with Confidential Information Excised			
2. Form 22 – Request for Confidentiality (Attachment 3)			
3. Transmittal Letter			
3. Executive Summary			
3. Vendor Background Information			
3. Experience			
3. Personnel			
3. Terminations			
3. Acceptance of Terms and Conditions			
3. Exhibit A - Acceptance of State of Iowa Security Terms (Attachment 6)			
3. Certification Letter (Attachment 1)			
3. Authorization to Release Information (Attachment 2)			
3. Firm Proposal Terms			
4. Scope of Work			
5. Mandatory Requirements			
5. Scored Technical Specifications			
Attachments (if applicable)			
COST PROPOSAL (submitted in a separate electronic file) One (1) electronic copy			
Attachment 5 – Cost Proposal			

ATTACHMENT #5 – Cost Proposal
(Submit in separate electronic file.)

Payment Terms

Per *Iowa Code § 8A.514* the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a vendor.

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

Cost Proposal

Contractor's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

The Contractor will provide an **all-inclusive** per employee per year fee to perform all services described in this RFP. Payment will be made quarterly in arrears.

The annual employee count used for billing purposes will be based on the annualized number of employees identified in the "Employers Contribution and Payroll Report" submitted to IWD in the four quarters immediately preceding the start of each fiscal year.

For Cost Proposal evaluation purposes, the State will use the fiscal year 2021 employee count for this RFP to determine total cost for each Respondent. The employee count may vary for the duration of the Contract including all renewal periods.

Deliverable Item	Fee per employee per year	State Employee Count	Total in Firm US Dollars
All-inclusive fee per employee per year	\$	18,610	\$

Attachment #6
State of Iowa Security Terms ("Security Terms")

These Security Terms are entered into by and between [name of Vendor], a [entity type (e.g., limited liability company, limited liability partnership, or corporation)] registered in the State of [State of registration (e.g., Delaware)], with its principal place of business at [address of Vendor's principal place of business] ("Vendor") and the State of Iowa, acting by and through the [name of state agency] ("State of Iowa" or "State"). These Security Terms shall apply in addition to any other terms and conditions agreed to by the Parties, as amended, ("**Underlying Agreement(s)**"), and to the extent of any conflict or inconsistency between the specific provisions of these Security Terms and the terms of any other agreement between the Parties, these terms shall prevail. The parties may be referred to herein individually as a "**Party**" or collectively as the "**Parties**"; provided, however, that where the context clearly requires, the term "**Party**" or "**Parties**" may refer to or include the Governmental Entity making the individual purchase(s) pursuant to the applicable Underlying Agreement(s). Notwithstanding anything in these Security Terms or any Underlying Agreement(s) to the contrary, individual purchases made by Governmental Entities other than the Governmental Entity, including but not limited to OCIO, entering into this Agreement on behalf of the State of Iowa more broadly shall be deemed, upon making such purchase, to incorporate the terms and conditions of these Security Terms and shall constitute a separate, distinct and independent agreement between the applicable Governmental Entity and Vendor, and such Governmental Entity shall be solely responsible for any payments due and duties and obligations owed under these Security Terms and any Underlying Agreement(s).

1. **Definitions.** Capitalized terms not defined herein are as defined in the Underlying Agreement(s). The following capitalized terms shall have the following meanings:
 - 1.1. "**Authorized Contractors**" means independent contractors, consultants, or other Third Parties (including other Governmental Entities) who are retained, hired, or utilized by any Governmental Entity to use, maintain, support, modify, enhance, host, or otherwise assist a Governmental Entity with any Services or Deliverables provided pursuant to an Underlying Agreement(s).
 - 1.2. "**Confidential Information**" means, subject to any applicable federal, State, or local laws and regulations, including Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that: (i) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (ii) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (iii) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (iv) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this Agreement or in breach of any other agreement with the Disclosing Party; (v) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; (vi) is disclosed or is required or authorized to be disclosed pursuant to law, rule, regulation, subpoena, summons, or the order of a court, lawful custodian, governmental

agency or regulatory authority, or by applicable regulatory or professional standards; or (vii) is disclosed by the Receiving Party with the written consent of the Disclosing Party.

- 1.3. **“Customer Data”** means all information, data, materials, or documents (including Confidential Information of or belonging to any applicable Governmental Entity) originating with, disclosed by, provided by, made accessible by, or otherwise obtained by or from a Governmental Entity making purchases pursuant to an Underlying Agreement(s), including Authorized Contractors of the foregoing, or otherwise related to an Underlying Agreement(s) in any way whatsoever, regardless of form, including all information, data, materials, or documents accessed, used, or developed by Vendor, Vendor Contractors, or Vendor Personnel in connection with any Services or Deliverables provided pursuant to an Underlying Agreement(s).
- 1.4. **“Customer Property”** means any property of or belonging to a Governmental Entity making purchases pursuant to an Underlying Agreement(s), including Customer Data, software, hardware, programs or other property possessed, owned, or otherwise controlled or maintained by a Governmental Entity.
- 1.5. **“Deliverables”** means all of the Services, work, work product, items, materials, and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or otherwise made available through, Vendor, Vendor Contractors, or Vendor Personnel, directly or indirectly, in connection with any Underlying Agreement(s).
- 1.6. **“Governmental Entity”** shall mean any Governmental Entity, as defined in Iowa Code Section 8A.101, or any successor provision thereto. The term Governmental Entity includes without limitation Participating Agencies, agencies, independent agencies, the Judicial Branch, the Legislative Branch, courts, boards, authorities, institutions, establishments, divisions, bureaus, commissions, committees, councils, examining boards, public utilities, offices of elective constitutional or statutory officers, and other units, branches, or entities of government.
- 1.7. **“I.T. Governance Document(s)”** or **“Governance Document(s)”** means any Information Technology policies, standards, processes, guidelines, or procedures developed by OCIO pursuant to Iowa Code section 8B, *available at: <https://ocio.iowa.gov/>* (navigate to policies, standards, rules, respectively), and which are generally applicable to Participating Agencies, absent a waiver granted pursuant to Iowa Code section 8B.21(5) or any corresponding implementing rules.
- 1.8. **“Office of the Chief Information Officer”** or **“OCIO”** means the Office of the Chief Information Officer of the State of Iowa created by Iowa Code chapter 8B.
- 1.9. **“Participating Agency”** shall have the same meaning ascribed it under Iowa Code section 8B, including any subsequent amendments or successor provisions thereto.
- 1.10. **“Purchasing Instrument”** means documentation issued by a Governmental Entity to Vendor for the purchase of Deliverables under an Underlying Agreement(s), including a **“Purchase Order”** or **“Statement of Work”** executed thereunder, regardless of form, and which identifies the Deliverables to be purchased and any other requirements deemed necessary by the applicable Governmental Entity, such as compensation and delivery dates.

- 1.11. **“Security Breach”** means the unauthorized acquisition of or access to Customer Data by an unauthorized person that compromises the security, confidentiality, or integrity of Customer Data, including instances in which internal personnel access systems in excess of their user rights or use systems inappropriately. **“Security Breach”** shall also be deemed to include any breach of security, confidentiality, or privacy as defined by any applicable law, rule, regulation, or order.
- 1.12. **“Services”** include, without limitation, all services performed or provided by or on behalf of, or otherwise made available through, Vendor, Vendor Contractors, or Vendor Personnel, directly or indirectly, in connection with any Underlying Agreement(s), including but not limited to the System or any corresponding hosting, implementation, migration, or configuration services related thereto.
- 1.13. **“System”** means any system provided or otherwise made available by or through Vendor, Vendor Contractors, or Vendor Personnel, directly or indirectly, in connection with any Underlying Agreement(s), including any software, programs, or applications associated therewith or included or incorporated therein, regardless of the method of delivery, including but not limited to any Internet-enabled, Web-based or other similar delivery method.
- 1.14. **“Third Party”** means a person or entity (including, any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc.) that is not a party to any Underlying Agreement(s).
- 1.15. **“Vendor Contractor(s)”** means any of Vendors authorized subcontractors, affiliates, subsidiaries, or any other Third Party acting on behalf of or at the direction of Vendor, directly or indirectly, in performing or providing Deliverables under any Underlying Agreement(s).
- 1.16. **“Vendor Personnel”** means employees, agents, independent contractors, or any other staff or personnel acting on behalf of or at the direction of Vendor or any Vendor Contractor performing or providing Deliverables under any Underlying Agreement(s).

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

- 2.1. Data Ownership. All Customer Data shall be and remain the sole and exclusive property of the applicable Governmental Entity.
- 2.2. Vendor’s access to and use of Customer Data. Vendor, Vendor Contractors, and Vendor Personnel shall not use any Customer Data for any purpose other than fulfilling Vendor’s express obligations and duties under the Underlying Agreement(s) in accordance with the terms and conditions set forth therein, these Security Terms, and any applicable laws, rules, and regulations.
- 2.3. Data Protection. Vendor, Vendor Contractors, and Vendor Personnel shall safeguard the confidentiality, integrity, and availability of Customer Data. In so doing, Vendor, Vendor Contractors, and Vendor Personnel shall comply with the following:
 - 2.3.1. Implement and maintain reasonable and appropriate administrative, technical, and physical security measures to safeguard against unauthorized access, disclosure, theft, or modification of Customer Property. Such security measures

shall be in accordance with recognized industry standards and controls (including NIST 800-53 Revision 4 and ISO27001:2013), and not less stringent than the measures Vendor, Vendor Contractors, and Vendor Personnel utilize to safeguard their own data/information of like importance. In addition, such security measures shall comply with, and shall enable the applicable Governmental Entity to at all times comply fully with, all applicable federal, state, and local laws, rules, standards, policies, or procedures ordinances, codes, regulations, and orders or other security, privacy, or safeguarding requirements, including applicable I.T. Governance Document(s) or any applicable Governmental Entity's then-current security policies, standards, or procedures that have been supplied to Vendor or Vendor Contractors by the applicable Governmental Entity.

- 2.3.2. All Customer Data shall be encrypted at rest and in transit with controlled access and shall utilize TLS v. 1.1 or 1.2. Unless otherwise expressly provided herein or otherwise agreed to by the Parties in writing, Vendor, Vendor Contractors, and Vendor Personnel are responsible for encryption of Customer Data in their possession. Additionally, Vendor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in Federal Information Processing Standards (FIPS) 140-2, Security Requirements for Cryptographic Modules for all Customer Data, unless the applicable Governmental Entity approves in writing the storage of Customer Data on a portable device that does not satisfy these standards.
- 2.3.3. Storage, processing, transmission, retention, or other maintenance of Customer Data at rest and all backups shall occur solely in the continental United States of America. Vendor shall not allow Vendor Personnel to access, store, process, or retain Customer Data on any portable devices, including personal computers, tablets, or cell phones, except to the extent such devices are used and permanently stored or backed up at all times only in the continental United States of America.
- 2.3.4. Vendor may permit Vendor Personnel to access Customer Data remotely only as required to provide technical support. Vendor may not provide technical user support on a 24/7 basis using a Follow the Sun model.
- 2.4. Hosting Terms. In addition to other terms herein that would be applicable to hosting, infrastructure, other "as a service" delivery models, or other similar Services, the following shall apply:
 - 2.4.1. *Compliance/Audits.*
 - 2.4.1.1. Compliance. Annually throughout the term, Vendor shall obtain and provide OCIO, upon request, at no additional cost:
 - 2.4.1.1.1. An independent, Third-Party certificate of audit certifying that the Services/System complies with NIST 800-53, Revision 4 controls;
 - 2.4.1.1.2. An ISO/IEC 27001:2005 certification;
 - 2.4.1.1.3. Test or assessment results of an independent, Third-Party assessment of application scans using the Open Web Application Security Project (OWASP) Top Ten List;

- 2.4.1.1.4. Test results of a penetration test conducted by an independent, Third-Party;
 - 2.4.1.1.5. A copy of Vendor's annual SOC 2 type 2 report (for all Trust Services Principles); and
 - 2.4.1.1.6. A Vendor produced remediation plan resulting from items 2.4.1.1.1 through 2.4.1.1.5, inclusive.
 - 2.4.1.2. Ongoing Security Testing. Vendor will periodically test its systems for potential areas where security could be breached. During the term, to the extent Vendor engages a Third Party auditor to perform an SSAE 16 of Vendor's operations, information security program, and/or disaster recovery/business continuity plan, Vendor shall promptly furnish a copy of the test report or audit report to OCIO or its Authorized Contractors. In addition, Vendor shall disclose its non-proprietary security processes and technical limitations to OCIO or its Authorized Contractors to enable OCIO to identify compensating controls necessary to adequately safeguard and protect Customer Data, or to otherwise assist OCIO or any other Governmental Entity in complying with any laws, rules, regulations, orders, or corresponding audits. For example, Vendor shall disclose its security processes with respect to virus checking and port sniffing to OCIO.
 - 2.4.1.3. Security Audit by OCIO. During the term, OCIO or its Authorized Contractor(s) may perform security audits/scans of Vendor's environment, including unannounced penetration and security tests. Any Governmental Entity's regulators (and any federal agencies providing grant funds used to pay for such Deliverables, in whole or in part) shall have the same right upon request. Vendor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.
 - 2.4.1.4. Access to Security Logs and Reports. Vendor shall provide security logs and reports to OCIO or its Authorized Contractors in a mutually agreeable format upon request. Such reports shall include at least latency statistics, user access summaries, user access IP address summaries, user access history and security logs for all State files related to any Underlying Agreement(s).
- 2.4.2. *Backup and Recovery.* Vendor is responsible for maintaining a backup of Customer Data and shall maintain a contemporaneous backup of Customer Data that may be recovered within two (2) hours at any point in time. Additionally, Vendor shall store a backup of Customer Data in an off-site "hardened" facility no less than daily, maintaining the security of Customer Data, and consistent with the security requirements set forth in this Section. To the extent applicable, any backups of Customer Data shall not be considered in calculating any fees levied pursuant to any Underlying Agreement(s).
- 2.4.3. *Import and Export of Customer Data.* To the extent Customer Data is stored, retained, or otherwise maintained in electronic format in connection with any hosting, infrastructure, or other similar Services, the applicable Governmental

Entity or its Authorized Contractors shall have the ability to import or export data or information, including Customer Data, in whole or in part to or from such Services, at no charge, and in such formats as may be acceptable to the Governmental Entity, without interference from Vendor, Vendor Contractors, or Vendor Personnel. In the event a Governmental Entity is unable to successfully import or export Customer Data in whole or in part, Vendor shall assist the Governmental Entity in doing so at no charge. As it relates to the export of such data and information, Vendor shall provide to or ensure the applicable Governmental Entity has obtained an export of any requested Customer Data within a timeframe mutually agreed between the Parties in the format specified by the Governmental Entity.

2.4.4. *Retention/Return/Destruction of Customer Data.* Upon termination or expiration of any Underlying Agreement(s), Vendor may be required to promptly return or destroy, at the applicable Governmental Entity's sole option, all Customer Data, and provide a notarized written statement to the applicable Governmental Entity certifying that all Customer Data under or in Vendor's, Vendor Contractor's, or Vendor Personnel's control or possession has been delivered to the applicable Governmental Entity or destroyed, as requested by the applicable Governmental Entity. To the extent Vendor is required to destroy Customer Data, such Customer Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Vendor agrees that in connection with any termination or expiration of any Underlying Agreement(s), Vendor shall not take any action to intentionally erase any Customer Data without first providing prior notice to and consent from the applicable Governmental Entity in writing. On termination or expiration of any Underlying Agreement(s), the applicable Governmental Entity shall, except to the extent otherwise required by applicable laws, rules, regulations, policies, or procedures, including but not limited to record-retention requirements, or as otherwise required for use of any licenses, Services, or Deliverables previously supplied by Vendor, return or destroy, at Vendor's option, all of Vendor's Confidential Information.

2.5. Personnel Safeguards.

2.5.1. *Background Checks.*

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

2.5.1.2. *Additional Screening.* Governmental Entities reserve the right to subject Vendor Personnel to additional background checks at any time prior to or during any engagement. Such background checks may include a work history, financial review, request for criminal history data, or local or state criminal history check, national criminal history check through the Federal Bureau of Investigation ("FBI"), or other background check requirement imposed by law, rule, regulation, order, or policy. Vendor

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

2.5.1.3. Vendor shall be responsible for payment of all costs associated with any and all background checks to which Vendor Personnel are subjected, regardless of whether such background checks are conducted by Vendor or a Governmental Entity or its Authorized Contractor.

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

2.5.3. *Security Awareness Training.* Vendor shall promote and maintain an awareness of the importance of securing Customer Property, including Customer Data, among Vendor Personnel.

2.5.4. *Separation of Job Duties.* Vendor shall diligently monitor and enforce separation of job duties, require all Vendor Contractors and Vendor Personnel to execute non-disclosure agreements, and limit access to and knowledge of Customer Property to those Vendor Personnel to which such access and knowledge is absolutely necessary to provide Services and Deliverables pursuant to any Underlying Agreement(s).

2.5.5. *Non-disclosure/Confidentiality Agreements.* Vendor Personnel may be required to sign a Governmental Entity's standard confidentiality or non-disclosure agreement(s), or other confidentiality or non-disclosure agreement(s) as may be required by applicable law, rule, regulation, or policy.

2.6. Security Breaches.

2.6.1. *Reporting.* Vendor or Vendor Contractors will report to the applicable Governmental Entity and OCIO within two (2) hours of Vendor's or Vendor Contractor's discovery of any actual or suspected Security Breach. Such report must

be given in the most expedient time possible and without unreasonable delay. Written confirmation must be sent to the applicable Governmental Entity and OCIO within forty-eight (48) hours of discovery or notification of the actual or suspected Security Breach. Such written confirmation shall include an explanation of the nature of and circumstances surrounding such actual or suspected Security Breach.

- 2.6.2. *Investigations in Response to Actual or Suspected Breach.* Vendor and Vendor Contractors agree, at their sole expense, to take all steps necessary to promptly remedy any actual or suspected Security Breach and to fully cooperate with the applicable Governmental Entity and OCIO in resolving and mitigating any damage from such actual or suspected Security Breach at Vendor's sole cost. At no additional cost to the applicable Governmental Entity or the State of Iowa, Vendor and Vendor Contractor will fully cooperate with the applicable Governmental Entity, OCIO, and the Authorized Contractors of either of the foregoing in investigating such actual or suspected Security Breach, including reviewing and assisting in reviewing system, application, and access logs, conducting and assisting in conducting forensic audits of relevant systems, imaging and assisting in imaging relevant media, and making personnel available for interview. On notice of any actual or suspected Security Breach, Vendor and Vendor Contractor will immediately institute appropriate controls to maintain and preserve all electronic evidence relating to such actual or suspected Security Breach in accordance with industry best practices. Vendor and Vendor Contractor will deliver to the applicable Governmental Entity and OCIO a root cause assessment and future incident mitigation plan, and deliver a preliminary assessment and plan as soon as practical and regularly maintain and update such assessment and plan throughout the course of any investigation. Vendor agrees that it will not notify any regulatory authority relating to any actual or suspected Security Breach unless the applicable Governmental Entity specifically requests Vendor do so in writing.
- 2.6.3. *Additional Remedies in the Event of Actual Breach.* Upon the applicable Governmental Entity's determination that a Security Breach involving or relating to Customer Data has occurred, Vendor and Vendor Contractors shall fully cooperate with the applicable Governmental Entity and OCIO in fully rectifying/responding to such Security Breach, including notifying all of the Governmental Entity's affected users. The applicable Governmental Entity shall determine, in its sole discretion, the content and means of delivery of any such notifications. Notwithstanding any provision in these Security terms or any Underlying Agreement(s), Vendor will be solely responsible and liable for all costs, expenses, damages, fines, penalties, taxes, assessments, legal fees, claims, service fees, and any and all other amounts of any kind or nature whatsoever (including the reasonable value of time of the Iowa Attorney General's Office or the costs, expenses and attorney fees of other counsel retained by the State or any other Governmental Entity) related to, arising out of, or incurred by or on behalf of any Governmental Entity as a result of, any Security Breach caused directly or indirectly, in whole or in part, by Vendor Personnel, including the cost of: notifying affected individuals and businesses or reporting to applicable regulators or Governmental Entities (including preparation, printing, mailing and delivery); opening and closing accounts, printing new checks, embossing new cards; forensic and other audits, investigations, public relations services, call center services, websites and toll-free numbers for assisting affected

individuals; obtaining credit-monitoring services and identity-theft insurance for any person or entity whose information has or may have been acquired or compromised; and all other costs associated with corrective or other actions that are taken to mitigate or address the Security Breach. Vendor will reimburse or pay to the applicable Governmental Entity all such expenses, fees, damages, and all other amounts within fifteen (15) business days of the date of any written demand or request delivered to Vendor.

2.7. Business Continuity/Disaster Recovery.

2.7.1. *Creation, Maintenance and Testing.* Vendor and Vendor Contractors shall maintain a Business Continuity and Disaster Recovery Plan for all Services provided hereunder ("**Plan**"), and implement such plan in the event of any unplanned interruption of Services. Vendor or Vendor Contractors shall provide Governmental Entities upon request, with a copy of Vendor's or Vendor Contractor's current Plan, revision history, and any reports or summaries relating to past testing of the Plan. Vendor and Vendor Contractors shall actively test, review, and update the Plan on at least an annual basis using American Institute of Certified Public Accountants standards and other industry best practices as guidance. Vendor and Vendor Contractors shall promptly provide the applicable Governmental Entities with copies of all reports and/or summaries resulting from any testing of the Plan and with copies of any resulting updates to the Plan. Throughout the term of any Underlying Agreement(s), Vendor and Vendor Contractors shall maintain disaster avoidance procedures designed to safeguard Customer Data and the accessibility and availability of the Services or Deliverables.

2.7.2. *Activation of Plan.* Vendor and Vendor Contractors shall immediately notify any adversely affected Governmental Entities and OCIO of any disaster or other event in which the Plan is activated. If Vendor or Vendor Contractors fail to reinstate Services or Deliverables within the time periods set forth in the Plan, in addition to any other remedies available to applicable Governmental Entities hereunder, the applicable Governmental Entity may immediately terminate the Underlying Agreement or adversely affected Purchasing Instrument(s) without any penalty or liability. Without limiting Vendor's obligations under this Agreement, whenever a disaster causes Vendor or Vendor Contractors to allocate limited resources between or among Vendor's or Vendor Contractor's customers, Governmental Entities procuring Services or Deliverables hereunder shall receive at least the same treatment as comparable Vendor or Vendor Contractor's customers with respect to such limited resources. The provisions of any force majeure clause in any Underlying Agreement(s) shall not limit Vendor's obligations under this Section.

2.8. Ancillary Agreements and Non-Disclosure Agreements. Vendor or Vendor Contractors will execute any agreements to address any compliance, legal, confidentiality, or privacy concerns that may be unique to an applicable Governmental Entity making purchases hereunder, such as a Business Associate Agreement ("**BAA**") or Criminal Justice Information System ("**CJIS**") Security Addendum, or any other non-disclosure or confidentiality agreements in connection with this Agreement or any related agreement deemed necessary by the applicable Governmental Entity ("**Ancillary Agreement(s)**").

2.9. Transition Assistance. Vendor agrees that in connection with any termination or expiration of any Underlying Agreement(s), Vendor will continue to perform such Services or provide

Deliverables under any Underlying Agreement as the applicable Governmental Entity may request for a transition period up to 365 days from the effective date of termination or expiration of any Underlying Agreement. As part of any such request, the applicable Governmental Entity will inform Vendor of the number of days during which the Vendor will continue to provide such Services or Deliverables, and perform transition and other related services under this Section (the **“Transition Period”**). During the Transition Period, Vendor will take all actions as may be necessary or requested by the applicable Governmental Entity to accomplish a complete and timely transition, including but not limited to a full migration of all Customer Data from Vendor to the applicable Governmental Entity or its Authorized Contractor(s) hired or utilized by the State to provide any replacement or similar services related to the services (the **“New Contractor”**). Vendor will use its best efforts to cooperate with the applicable Governmental Entity and any New Contractor, and to fully comply with all requests of the same to effect a smooth and timely transition and to ensure there is no interruption of any services, information, or transactions provided or conducted through the Services or Deliverables. Vendor agrees that it will perform all transition services in good faith and in a professional and businesslike manner, and shall comply with all requests of the applicable Governmental Entity and any New Contractor to assist in the effort to accomplish a successful, seamless, and unhindered transition of the Services or Deliverables, migration all Customer Data or information, and transfer of Vendor’s responsibilities under any Underlying Agreement(s). Vendor will perform all transition services on an expedited basis, as determined by the applicable Governmental Entity. During the Transition Period, the applicable Governmental Entity agrees to pay to Vendor any fees to which Vendor would be entitled under any Underlying Agreement for Services or Deliverables performed during such period; provided such Underlying Agreement was not terminated due to Vendor’s breach of such Underlying Agreement or for reasons related to the non-appropriation of funds as defined by such Underlying Agreement, and Vendor continues to be in full compliance with all terms, conditions, provisions and requirements of any Underlying Agreement and these Security Terms. In the event a Governmental Entity’s request for transition assistance does not require Vendor to continue providing all of the Services or Deliverables under any Underlying Agreement, the Parties shall negotiate in good faith an equitable adjustment in the fees which are otherwise payable to Vendor for such Services or Deliverables as the State requests the Vendor to provide.

2.10. Vendor shall include the terms and conditions in this Section in all of its contracts, subcontracts, or other agreements with Vendor Contractors.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute these Security Terms, which is effective as of the last date of signature hereto.

STATE OF IOWA , acting by and through the [Name of State Agency]	[Name of Vendor]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____