

**REQUEST FOR PROPOSAL**

**RFP COVER SHEET**

**Administrative Information:**

<b>TITLE OF RFP:</b>	<b>Third Party Administration of 403b/457b/401a Plans</b>	<b>RFP Number:</b>	<b>RFP1118005004</b>
<b>Agency:</b>	<b>Iowa Department of Administrative Services</b>		
<b>State seeks to purchase:</b>	<b>Third Party Administrator for the Agency's 403b457b/401a Plans</b>	<b>Available to Political Subdivisions?</b>	<b>No</b>
<b>Number of mos. or yrs. of the initial term of the contract:</b>	<b>1 Year</b>	<b>Number of possible annual extensions:</b>	<b>5</b>
<b>Initial Contract term beginning:</b>	<b>January 1, 2018</b>	<b>Ending:</b>	<b>December 31, 2018</b>
<b>State Issuing Officer:</b>			
<b>Nancy Wheelock, Purchasing Agent</b>			
515.725.2268 (PH) 515-725-0038 (FX) nancy.wheelock@iowa.gov			
Hoover Building, FLR 3 1305 E. Walnut Street Des Moines, IA 50319			
<b>PROCUREMENT TIMETABLE—Event or Action:</b>		<b>Date/Time (Central Time):</b>	
State Posts Notice of RFP on TSB website		<b>October 10, 2017</b>	
State Issues RFP		<b>October 13, 2017</b>	
RFP written questions, requests for clarification, and suggested changes from Contractors due:		<b>October 19, 2017 3:00 p.m. (CT)</b>	
Agency's written response to RFP questions, requests for clarifications and suggested changes due:		<b>October 24, 2017</b>	
Proposals Due Date:		<b>November 7, 2017</b>	
Proposals Due Time:		<b>3:00 p.m. (CT)</b>	
<b>Relevant Websites:</b>	<b>Web-address:</b>		
Internet website where Addenda to this RFP will be posted:	<a href="https://bidopportunities.iowa.gov/">https://bidopportunities.iowa.gov/</a>		
Internet website where contract terms and conditions are posted:	<a href="https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf</a>		
Number of Copies of Proposals Required to be Submitted:		1 Original, 3 copies and 1 Digital	
<b>Firm Proposal Terms</b> Per Section 3.2.12, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:		<b>120 Days</b>	

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<b>SECTION 1      INTRODUCTION</b>
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**1.1 Purpose**

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Contractors to provide the goods and/or services identified on the RFP cover sheet and further described in Sections 4 and 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:

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

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

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

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

**“Employer”** shall mean any employer participating in the Iowa Retirement Investors’ Club.

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

**“Participant”** shall mean any employee who has an open account held inside the Iowa Retirement Investors’ Club.

**“Plan Sponsor”** shall mean the State of Iowa.

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

“TPA” means a third party administrator.

“TSA” means tax sheltered annuity.

**1.3 Overview of the RFP Process**

Contractors will be required to submit their Proposals in hardcopy and on CD-ROM. It is the Agency’s intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 6, Evaluation and Selection.

**1.4 Background Information**

This RFP is designed to provide Contractors with information 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 Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

The Agency is seeking an eligible Contractor who can provide third party administrative services for remitter, transaction approval process, and monitoring and reporting services for the Agency’s 403b plan. Pursuant to Iowa Code section 8A.438, the Agency offers its 403b plan to other eligible public entities in the State of Iowa, including public school districts, area education agencies, and community colleges. Currently, there are approximately 335 Employers participating in the 403b plan. Employers in the 403b plan are required to use the Agency’s TPA services, including both the remitter service and the transaction approval process.

The 403b plan currently has four core investment providers (Horace Mann, MassMutual, VALIC, and Voya) and 5 optional providers (Annuity Investors Life Insurance Co, AXA Equitable, EFS Advisors, Lincoln Investment, and Security Benefit). All Employers offer the 4 core providers and can choose whether to offer the optional providers. The number of providers could change in the future.

The Agency is also seeking a TPA to provide remitter services for the State’s 457b and 401a plans. Pursuant to Iowa Code section 8A.433, the Agency offers its 457b/401a plans to public employers in Iowa. Employers in these plans may choose, but are not required, to use the Agency’s remitter services. Currently, there are approximately 45 Employers in these plans. Approximately half of these Employers use the remitter service. Transaction approvals are not processed through a TPA and are therefore not a part of the requested services for the 457b/401a plans.

The number of Employers for both services may vary over time.

The following information is as of 6-30-17:

Plan	Contributing Participants	Assets
403b	12,849	\$580,579,253.74
457b	14,806	\$815,056,641.22
401a	14,024	\$234,248,925.16

<b>SECTION 2      ADMINISTRATIVE INFORMATION</b>
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**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, Contractors 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. Contractors may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

**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 Contractor is advised to check the website periodically for Addenda to this RFP, particularly if the Contractor downloaded the RFP from the Internet as the Contractor may not automatically receive addenda. It is the Contractor'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 Contractor submissions, the Agency will issue an addendum to the RFP.

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

Contractors are invited to submit written questions and requests for clarifications regarding the RFP. Contractors 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 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, Contractor shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions will be received from Contractors 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 Contractor 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 Contractors to amend their Proposals in response to the addendum.

## **2.7 Amendment and Withdrawal of Proposal**

The Contractor 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 Contractor and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Contractors 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 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 Contractor.** Contractors mailing Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Contractor'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.

Contractors must furnish all information necessary to enable the Agency to evaluate the Proposal. Oral information provided by the Contractor shall not be considered part of the Contractor'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 Evaluation Committee has reviewed all of the Proposals submitted in response to this RFP and the Agency has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Contractors who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Contractors 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 Contractor.

## **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 Contractor fails to deliver the cost proposal in a separate envelope.
- 2.12.2** The Contractor acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.3** The Contractor'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 Contractor's Proposal limits the rights of the Agency.
- 2.12.5** The Contractor 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 Contractor fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Contractor fails to include Proposal Security, if required.
- 2.12.8** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9** The Contractor 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 Contractor initiates unauthorized contact regarding the RFP with state employees.
- 2.12.11** The Contractor provides misleading or inaccurate responses.
- 2.12.12** The Contractor's Proposal is materially unbalanced.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsible Contractor.
- 2.12.14** The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.12.15** The Contractor 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, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Contractors, that do not change the meaning or scope of



the RFP, or that 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 Contractor from full compliance with RFP specifications or other Contract specifications if the Contractor 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 Contractor'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 Contractor, such as the Contractor's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Contractor'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 Contractor 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 Contractor 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 Contractor has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Contractor's Proposal. The Agency will not consider information received from or through Contractor if the information materially alters the content of the Proposal or the type of goods and/or services the Contractor is offering to the Agency. An individual authorized to legally bind the Contractor 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 Contractor. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be in the public domain and be available for inspection by interested parties, except for information for which Contractor properly requests confidential treatment or 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. Contractors 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 Contractor as non-confidential records unless Contractor 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.**

**2.19.1 Form 22 Request for Confidentiality**

***FORM 22 MUST BE COMPLETED AND INCLUDED WITH CONTRACTOR'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 CONSIDERED NON-RESPONSIVE AND NOT EVALUATED.***

**2.19.2 Confidential Treatment Is Not Requested**

A Contractor not requesting confidential treatment of information contained in its Proposal shall complete Section I of Form 22 and submit Form 22 with the Proposal.

**2.19.3 Confidential Treatment of Information is Requested**

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

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

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

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

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

**2.20 Copyright Permission**

By submitting a Proposal, the Contractor 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 Contractor 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.

**2.21 Release of Claims**

By submitting a Proposal, the Contractor 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 Contractor with pertinent information in this RFP.

**2.22 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 Contractor offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Contractor(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State.

**2.23 Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Contractors 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 Contractor 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 Contractor the Agency believes will provide the best value to the State.

**2.24 Contractor Presentations**

Contractors 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 Contractor to illustrate the Contractor's Proposal. The presentation shall not materially change the information contained in the Proposal.

**2.25 No Contract Rights until Execution**

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

**2.26 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. Contractors 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.

**2.27 Restrictions on Gifts and Activities**

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

**2.28 No Minimum Guaranteed**

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

**2.29 Appeals**

A Respondent whose proposal has been timely filed and who is aggrieved by the award of the department may appeal the decision by filing a written notice of appeal (in accordance 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 days of the date of the Intent to Award notice issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Contractor.

<b>SECTION 3      FORM AND CONTENT OF PROPOSALS</b>
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**3.1      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 shall be typewritten on 8.5" x 11" paper and sent in sealed envelope. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in a separate sealed envelope. The envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

**RFP Number: RFP1118005004**  
**RFP Title: Third Party Administration of 403b/457b/401a Plans**  
**Nancy Wheelock, Purchasing Agent**  
**Iowa Department of Administrative Services**  
**Central Procurement Bureau**  
**Hoover Building, FLR 3**  
**1305 E. Walnut Street**  
**Des Moines, IA 50319**

***[Contractor's Name and Address]***

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

1 Original, 3 copies, and 1 Digital copy of the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope. Digital copies should be submitted in their respective sealed envelopes.

Technical Proposal Envelope Contents

Original Technical Proposal and any copies  
Public Copy (if submitted)  
Technical Proposal on digital media  
Electronic Public Copy on same digital media (if submitted)

Cost Proposal Envelope Contents

Original Cost Proposal  
Cost Proposal on digital media

**3.1.2**    If the Contractor designates any information in its Proposal as confidential pursuant to Section 2.19.3, the Contractor must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2.19.3 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 Contractor proposes more than one solution to the RFP specifications, each shall be labeled and submitted separately 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. Information provided by Contractor in its Technical Proposal will be considered as part of the evaluation of the Technical Proposal.

### 3.2.1 Transmittal Letter (Required)

An individual authorized to legally bind the Contractor shall sign the transmittal letter. The letter shall include the Contractor's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.

### 3.2.2 Table of Contents

The Contractor 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 Contractor 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 Contractor has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 7 and any contract document(s) attached to this RFP.
- 3.2.3.2 An overview of the Contractor's plans for complying with the specifications of this RFP.
- 3.2.3.3 Any other summary information the Contractor deems to be pertinent.

### 3.2.4 Mandatory Specifications and Scored Technical Specifications

The Contractor 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, Contractor 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 Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

### **3.2.5 Vendor Background Information**

The Contractor 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 Contractor including all d/b/a's or assumed names or other operating names of the Contractor and any local addresses and phone numbers.
- 3.2.5.3** Form of business entity, i.e., 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 Contractor'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 Contractor's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.5.9** Name, contact information and qualifications of any subcontractors who will be involved with this project the Contractor proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 3.2.5.10** Contractor's accounting firm.
- 3.2.5.11** The successful Contractor 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 Contractor must provide the following information regarding its experience:

- 3.2.6.1** Number of years in business.
- 3.2.6.2** Number of years' 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 Contractor has provided to other businesses or governmental entities.
- 3.2.6.5** Letters of reference from three (3) previous or current customers or clients knowledgeable of the Contractor'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.

**3.2.6.6** Number of clients with multi-employer 403b plans.

**3.2.7 Termination, Litigation, Debarment**

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

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

**3.2.7.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Contractor 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.

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

**3.2.7.4** Provide a list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party.

**3.2.7.5** Provide a list of any irregularities caused by the Contractor that are discovered in any of the accounts maintained by the Contractor 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 Contractor. Contractor shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Contractor, following execution of the Contract.

**3.2.8 Criminal History and Background Investigation**

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

**3.2.9 Acceptance of Terms and Conditions**

By submitting a Proposal, Contractor acknowledges its acceptance of the terms and conditions of the RFP, the General Terms and Conditions and any contract documents attached to the RFP without change except as otherwise expressly stated in its Proposal. If the Contractor 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, General Terms and Conditions or other contract document language it proposes to include in place of the provision. If Contractor's exceptions or responses materially alter the RFP, or if the Contractor 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.

### **3.2.10 Certification Letter**

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

### **3.2.11 Authorization to Release Information**

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

### **3.2.12 Firm Proposal Terms**

The Contractor 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 Bid Terms days following the deadline for submitting Proposals.

## **3.3 Cost Proposal**

The Contractor shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services. See Attachment #5.

### **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 ePayable Solution (EAP) are preferred payment methods, but payments made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Contractors shall provide payment acceptance information in this section 3.3.1 in their Cost Proposals. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

#### **3.3.1.1 Credit card or ePayables**

The State of Iowa's Purchasing Cards (Pcards) and EAP are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Contractor uses the Pcard or EAP payment methods. Pcard-accepting Contractors must abide by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 7.4 of the RFP. Contractors must provide a statement regarding their ability to meet the requirements in Section 7.4.

#### **3.3.1.2 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)**

Contractors shall provide a statement regarding their ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

[https://das.iowa.gov/sites/default/files/acct\\_sae/man\\_for\\_ref/forms/eft\\_authorization\\_form.pdf](https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf)

**3.3.1.3 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.

**3.3.2 Payment Terms**

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

**3.3.3 Contractor Discounts**

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

**3.3.3.1 Prompt Payment Discount**

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

**3.3.3.2 Cash Discount**

The State may consider cash discounts when scoring Cost Proposals.

## SECTION 4      SCOPE OF WORK

### **Overview**

The successful Contractor's services shall include, but are not limited to, the following:

#### **4.1 Remitter Services**

Contractor shall receive contributions and data from multiple payroll sources and remit them in a timely manner to multiple investment providers.

#### **4.2 Transaction Approval Services**

##### **4.2.1 Distributions**

Contractor shall approve distribution requests, including in-service requests such as hardships. The Contractor shall notify the applicable Employer whenever a hardship has been approved so the Employer can stop future contributions.

##### **4.2.2 Loans**

Contractor shall approve and monitor loans.

##### **4.2.3 Exchanges**

Contractor shall approve contract exchanges among investment providers, including investment providers that are no longer approved to receive deferrals but are approved to receive exchanges.

##### **4.2.4 Plan-to-Plan Transfers and Rollovers**

Contractor shall approve plan-to-plan transfers and rollovers into the State's TSA plan.

##### **4.2.5 Qualified Domestic Relations Orders**

Contractor shall review and approve qualified domestic relations orders and provide appropriate instructions to investment providers.

#### **4.3 Monitoring and Reporting Services**

##### **4.3.1 Monitor minimum distributions**

Contractor shall monitor and provide reporting to Employers regarding potential required minimum distributions.

##### **4.3.2 Monitor Contributions**

Contractor shall track contributions by type and monitor annual deferrals against federal limitations, including, without limitation, IRC sections 402(g) and 415. Contractor shall provide reports to Employers regarding any contributions which have or are likely to exceed these limits.

##### **4.3.3 Data Mismatch**

Contractor shall provide reports to Employers of any non-matching data, specifically data sent from an investment provider that does not match data submitted by an Employer. For example, if an investment provider sends data for a specific Participant and indicates the Participant works for Employer A, but Employer A did not load demographic data for this Participant, the Contractor shall provide a report showing the discrepancy.

**4.4 Records Retention Procedures**

Contractor shall explain their records retention procedures and policies.

**4.5 Maintenance and Backup of Administrative System**

Contractor shall describe their procedures for maintenance and backup of their administration system.

**4.6 Confidential Information**

**4.6.1** Contractor shall describe the procedures in place so that information received pursuant to its solution is safeguarded and kept confidential from the public and from other areas in Contractor’s organization.

**4.6.2** Contractor shall explain the process for transfer of confidential data at the end of the Contract.

**4.7 Customer Support Services**

Contractor shall describe its customer support services including typical response times for phone calls, emails and standard mail as well as phone coverage hours in central time.

**4.8 Optional Services**

**4.8.1 Annual Reporting**

Contractor shall prepare an annual calendar year report by Participant and by investment provider of all account balances, loan amounts, and any withdrawals made during the measuring period and provide the report to the Employer.

**4.8.2 Transmission of Approvals**

Contractor shall forward all approvals, including any related forms, to the appropriate investment providers.

**4.9 Performance Metrics**

Contractor shall comply with the Performance Metrics provided below. Contractor shall be responsible for providing verifiable documentation, in auditable detail, which will verify compliance with the performance metrics cited below. The State reserves the right to negotiate the performance metrics with the successful Contractor during the contracting period. Contractor may submit additional or alternative Performance Metrics in its Proposal.

<b>Performance Metrics</b>	
<b>Performance Criteria</b>	<b>Expectation</b>
<b>Approval Turnaround Time</b>	95% of forms submitted in good order (completed and contain correct information) for approval will be processed within two (2) business days and 99% within four (4) business days of receipt.
<b>Financial Accuracy</b>	99% of contributions will be remitted to investment providers accurately.
<b>Financial Speed</b>	99% of contributions will be remitted to investment providers within one (1) business day of receipt.

<b>Performance Metrics (cont.)</b>	
<b>Performance Criteria</b>	<b>Expectation</b>
<b>Telephone Response</b>	Telephone calls will be answered 90% of the time within 30 seconds or less, with an abandonment rate not to exceed three percent (3%). Answer time is measured from the moment a caller is placed in the next call queue until answered by a live telephone representative.
<b>Correspondence Response Time</b>	Written correspondence received via mail, email, or fax shall be responded to within two (2) business days.
<b>Website Availability</b>	Website will be available 98% of the time, excluding scheduled maintenance periods.

## SECTION 5 SPECIFICATIONS

### Overview

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. If the context requires more than a yes or no answer or the section specifically indicates, Contractor 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 Contractor. Proposals must identify any deviations from the specifications of this RFP or specifications the Contractor cannot satisfy. If the Contractor 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. Contractors must mark either “yes” or “no” to each specification in their Proposals. By indicating “yes” a Contractor agrees that it shall comply with that specification throughout the full term of the Contract, if the Contractor is successful. In addition, if specified by the specifications or if the context otherwise requires, the Contractor shall provide references and/or supportive materials to verify the Contractor’s compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Contractor demonstrate the Contractor will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Contractor will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

Section 5.1	Mandatory (Pass/Fail) Requirements	"Yes" or "No"
5.1.1	Contractor agrees to comply with all federal, state and local laws, rules and regulations regarding the services specified in this RFP.	
5.1.2	Contractor shall provide a toll-free number(s) for Participants, Employers, and the Plan Sponsor to use for assistance.	
5.1.3	Contractor shall, at a minimum, have the ability to provide remitter services, transaction approval services, and monitoring and reporting services.	

### 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** Contractor shall acknowledge its ability to perform the services as specified in Section 4 – Scope of Work and provide a specific point by point description regarding how these requirements will be met. Proposal must identify any deviations from the specifications of this RFP or specifications the Contractor cannot satisfy.

**5.2.2 Maximum Number of Investment Providers**

Contractor shall state the maximum number of investment providers the proposed solution can accommodate.

**5.2.3 Information Available Online**

**5.2.3.1** Contractor shall provide a description of information and reports available online to Plan Sponsor and Employers, including screen prints of all pages the Plan Sponsor and Employers would access in the normal course of business. Screen prints should include how to modify Employer-provided data.

**5.2.3.2** Contractor shall provide a description of information available online to Participants. Contractor shall provide screen prints of all pages a Participant would access to receive transaction approvals and general information.

**5.2.3.3** Contractor shall provide a description of information and reports available online to Employers, including screen prints of all pages the Employer would access in the normal course of business. Screen prints should include how to modify Employer-provided data.

**5.2.4 Information Sharing Agreements**

**5.2.4.1** Contractor shall provide a list of investment providers with current Information Sharing Agreements.

**5.2.4.2** Contractor shall describe how the Contractor assists with issuance and monitoring of Information Sharing Agreements.

**5.2.5 Frequency Account Updating**

Contractor shall describe the frequency that Participant account information from investment providers is updated.

**5.2.6 Interfacing with Proposed Solution**

Contractor shall describe how investment providers would interface with the Contractor's platform and identify any minimum administrative requirements.

**5.2.7 Requirements for Transmission of Funds and Files**

Contractor shall describe any requirements for transmission of funds and files, including remittance details and demographic data, from Employers to the Contractor, including any required file formats and methods for receipt of funds. Contractor shall describe how an Employer would upload files and its process for contacting Employers should a file upload fail.

**5.2.8 Education Program**

Contractor shall describe its education program regarding use of their services for Participants, Employers, and the Plan Sponsor, including the types of education and methods for delivery.

**5.2.9 Annual Compliance Testing and Audits**

**5.2.9.1** Contractor shall describe how the Contractor would perform annual contribution compliance testing.

**5.2.9.2** Contractor shall explain the types and frequency of audits that are self-performed or performed by an independent third party.

**5.2.10 Other Reporting Capabilities**

In addition to Section 5.2.9 above, Contractor shall describe other types of reports available with its proposed solution.

**5.2.11 Transaction Approvals**

Contractor shall describe how transaction approval requests from Participants and non-Participants (alternate payees and beneficiaries) are submitted, reviewed, and processed. Contractor shall explain how it processes information received from investment providers for non-Participants (alternate payees, beneficiaries, etc.). Contractor shall state how long (in terms of days or months) all approvals remain valid.

**5.2.12 Merging Employers**

Contractor shall explain the process which ensues when two Employers merge into one, including what forms need to be completed and how data is managed for both the old Employers and the newly formed Employer.

**5.2.13 Multiple Employers**

Contractor shall describe how information is stored and accessed when a Participant works for, or has worked for, more than one Employer.

**5.2.14 Required Forms/Agreements**

Contractor shall provide copies of all forms and agreements required to be completed and signed by the Plan Sponsor, Employers, and investment providers.

**5.2.15 Implementation Schedule**

Contractor shall provide an implementation schedule (weekly milestones) describing the steps required for a successful transition. It is anticipated the Contractor shall begin providing services during the first quarter of calendar year 2018.

**5.2.16 Contractor Presentations**

Contractor shall provide a web based presentation of the proposed solution upon Agency request. If a Contractor's proposal obtains a technical score of 350 prior to presentations being requested, Contractor shall be required to provide a web based presentation of the transaction approval process and monitoring and reporting services. Presentations will be evaluated and scored.



<b>SECTION 6      EVALUATION AND SELECTION</b>
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**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 Contractor offering the lowest cost to the Agency. Instead, the Agency will award to the Contractor whose Responsive Proposal the Agency believes will provide the best value to the State.

**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 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.

The evaluation committee will make a recommendation to the person or entity who must approve the recommendation.

**6.3 Tied Bid and Preferences**

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

**6.3.2** Notwithstanding the foregoing, if a tied bid involves an Iowa-based contractor or products produced within the State of Iowa and a contractor based or products produced outside the State of Iowa, the Iowa contractor will receive preference. If a tied bid involves one or more Iowa contractors and one or more contractors outside the state of Iowa, a drawing will be held among the Iowa contractors only.

**6.3.3** In the event of a tied bid between Iowa contractors, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the contractors have complied with ESGR standards. Preference, in the case of a tied bid, shall be given to Iowa contractors complying with ESGR standards.

**6.3.4** Second preference in tied bids will be given to contractors based in the United States or products produced in the United States over contractors based or products produced outside the United States.

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

#### 6.4 Technical Proposal Evaluation and Scoring

The information provided by Contractor in its Technical Proposal (see Section 3.2), Contractor responses to the Specifications in Sections 5.1 and 5.2 of the RFP, and Contractor presentations (if any) will be evaluated and scored. 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 Contractor will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score, if any, for the Technical Proposal.

If A Contractor’s Technical Proposal does not meet the minimum score requirement, it will be rejected and the Contractor’s Cost Proposal will not be opened.

An addendum identifying the points assigned to evaluation criteria and the minimum score for Technical Proposals will be posted prior to the due date and time for Proposals.

#### 6.5 Cost Proposal Scoring

After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

Cost Proposals will be evaluated and points awarded as follows. The Cost Proposals will remain sealed during the evaluation of the Technical Proposal and any Contractor demonstrations. The Cost Proposals will be ranked from least to most expensive. The least expensive shall receive the maximum number of points available for Cost Proposals. To determine the number of points to be awarded all other Cost Proposals, the lowest bid will be used in all cases as the numerator. Each of the other bids will be used as the denominator. The percentage will then be multiplied by the maximum number of points and the resulting number will be the cost points awarded to the other Contractors. Percentages and points will be rounded to the nearest whole value.

Example:

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

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

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

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

A Contractor’s Technical Proposal points will be added to its Cost Proposal points to obtain the total points awarded for the Proposal.

## 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 to the RFP by the Agency through amendment(s) to the RFP, the General Terms and Conditions, any contract documents attached to the RFP, the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Contractor to the provisions or terms and conditions of the RFP, the General Terms and Conditions or any contract documents attached to the RFP shall be incorporated into the Contract unless Agency has explicitly accepted the Contractor's objection or amendment in writing.

The General Terms and Conditions and any contract documents attached to the RFP will be incorporated into the Contract. The General Terms and Conditions and contract document may be supplemented at the time of Contract execution and are provided to enable Contractors to better evaluate the costs associated with the RFP specifications and the Contract. The Contractor must include all costs associated with complying with should be included in any pricing quoted by the Contractor.

**By submitting a Proposal, Contractor acknowledges its acceptance of the terms and conditions of the RFP, the General Terms and Conditions and any contract documents attached to the RFP without change except as otherwise expressly stated in its Proposal. If the Contractor 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, General Terms and Conditions, or other contract document language it proposes to include in place of the provision. If Contractor's exceptions or proposed responses materially alter the RFP, or if the Contractor submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.**

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

### 7.2 Contract Length

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

### 7.3 Insurance

The Contract will require the successful Contractor 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
	Each Occurrence	\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
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

#### 7.4 Terms and Conditions for State of Iowa Purchasing Cards

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

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

**Attachment # 1  
Certification Letter**

**Alterations to this document are prohibited, see section 2.12.14.**

[Date]

Nancy Wheelock, Issuing Officer  
Iowa Department of Administrative Services  
Central Procurement Bureau  
1305 E. Walnut Street  
Des Moines, IA 50319

Re: **RFP1118005004** - PROPOSAL CERTIFICATIONS

Dear Nancy:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]** \_\_\_\_\_ (Contractor) in response to **Iowa Department of Administrative Services for RFP1118005004 for Third Party Administration of 403b/457b/401a Plans** are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

**Certification of Independence**

I certify that I am a representative of Contractor expressly authorized to make the following certifications in behalf of Contractor. By submitting a Proposal in response to the RFP, I certify in behalf of the Contractor 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 contractor 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 Contractor to induce any other contractor 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 Contractor 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 Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a

government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

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

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

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 Contractors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

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

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

Contractor also acknowledges that the Agency may declare the Contractor’s Proposal or resulting contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in 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  
Iowa Department of Administrative Services  
Central Procurement Bureau  
1305 E. Walnut Street  
Des Moines, IA 50319

Re: **RFP1118005004** - AUTHORIZATION TO RELEASE INFORMATION

Dear **Name of Issuing Officer**:

**[Name of Contractor]**\_\_\_\_\_ **(Contractor)** hereby authorizes the **Iowa Department of Administrative Services** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to **RFP1118005004**.

The Contractor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Contractor 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 Contractor is willing to take that risk.

The Contractor 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 Contractor in response to the RFP.

The Contractor 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 Contractor's Proposal submitted in response to RFP.

The Contractor 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 Contractor's Proposal. The Contractor 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 Contractor 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 Contractor 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

**CONTRACTOR NOTE: SUBMISSION OF THIS FORM 22 IS REQUIRED**

**THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR RESPONSE (PROPOSAL) TO THE REQUEST FOR PROPOSAL (RFP). THE FORM IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED.**

**FAILURE TO SUBMIT A COMPLETED FORM WILL RESULT IN THE PROPOSAL CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.**

**I. Confidential Treatment Is Not Requested**

A request for confidential treatment of information contained in our Proposal is not submitted.

Company	RFP Number	RFP Title
Signature	Title	Date

\*\*\*\*\*

**II. Confidential Treatment Is Requested**

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

Per the paragraph labeled as Public Records and Requests for Confidential Treatment in section 2 of the Request for Proposal (RFP), a Contractor requesting portions of its Proposal be maintained in confidence must complete this form and submit it with its Proposal. Contractors should read and familiarize themselves with chapter 22 of the Iowa Code regarding release of public records before completing this Form. Contractor shall refer to the paragraph labeled as Public Records and Requests for Confidential Treatment in section 2 of the RFP for instructions regarding how to request confidential treatment of portions of its Proposal.

**NOTE:**

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

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



**To request confidentiality, Contractor must provide the following information:**

- 1  Contractor must conspicuously mark confidential material in its Proposal in accordance with the section titled Public Records and Requests for Confidential Treatment. **Check box when completed.**
  
- 2 Contractor must specifically identify and list the Proposal section(s) for which it seeks confidentiality and answer the following questions for each section listed:
  - Explain the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential.
  - Justify why the material should be kept in confidence.
  - Explain why disclosure of the material would not be in the best interest of the public.
  - Provide the name, address, telephone, and email for the Contractor’s person authorized to respond to inquiries by the Agency concerning the status of confidential materials.

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

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

- 3  Contractor must submit a Public Copy of its Proposal from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible. **Check box when completed.**

This Form must be signed by the individual who signed the Contractor’s Proposal. The Contractor shall place this Form completed and signed in its Proposal immediately following the transmittal letter. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

***\*Failure to provide the information required on this Form may result in rejection of Contractor’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.***

\_\_\_\_\_

Company

\_\_\_\_\_

RFP Number

\_\_\_\_\_

RFP Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

---

**Department of Administrative Services – Central Procurement Bureau Review**  
**(For Agency use only)**

- Contractor's Proposal is rejected as non-compliant because of one or more of the following reasons:
  - Contractor's Proposal is rejected due to not submitting a fully completed Form 22 to either request or not request confidential treatment of information.
  - Contractor's Proposal is rejected due to the request to treat the entire response as confidential.
  - Contractor's Proposal is rejected due to the request to treat Proposal pricing as confidential.
  - Contractor requested confidentiality without submitting a **fully completed** Form 22.
  - Contractor requested confidentiality and failed to conspicuously mark such material as confidential within its Proposal in accordance with the RFP.
  - Contractor requested confidentiality without submitting a public copy of its Proposal with the confidential information redacted.
  - Contractor requested confidentiality on material in contravention of the RFP.
  - Other: \_\_\_\_\_.
- Contractor's submission is accepted.<sup>1</sup>

\_\_\_\_\_  
Purchasing Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
RFP Number

\_\_\_\_\_  
RFP Title

\_\_\_\_\_  
**NOTE:** Agency's acceptance of Contractor's submission should not be construed as Agency's approval of Contractor's request for confidentiality. Instead, acceptance of Contractor's submission simply means that Agency believes Contractor's Form 22 appears fully completed in accordance with the RFP.

**Attachment #4  
Response Check List**

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
3.1.1 One (1) original, three (3) copies and one (1) digital copy of the Technical Proposal; One (1) original and one (1) digital copy of the Cost Proposal			
3.1.1 One (1) Public Copy with Confidential Information Excised and one (1) digital copy			
3.2.1 Transmittal Letter			
3.2.2 Table of Contents			
3.2.3 Executive Summary			
3.2.4 Mandatory & Scored Specifications from Sections 5.1 and 5.2			
3.2.5 Vendor Background Information			
3.2.6 Experience			
3.2.7 Terminations			
3.2.8 Criminal Background			
3.2.9 Acceptance of Terms and Conditions			
3.2.10 Certification Letter			
3.2.11 Authorization to Release Information			
3.2.12 Firm Proposal Terms			
4.0 Scope of Work			
Form 22 (Must be completed and returned with all Proposals.) Please read the instructions on the form.			
Cost Proposal ( separate sealed envelope)			

**ATTACHMENT #5**

**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, firm, fixed 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 narrative support for the costing information, including a response to the following questions:

- 1) Who are the costs assessed to: Participants, Employers, or the Plan Sponsor?
- 2) How often are costs assessed?
- 3) How are the costs calculated?
- 4) What assumptions were used in calculating the costs?

Deliverable Item	Firm, Fixed Cost In U.S. Dollars					
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Initial Start Up Costs						
Remitter Services Annual Fee						
Approval, Monitoring and Reporting Services						
<b>Total Annual Expenses</b>						
<b>TOTAL COST YEARS 1 thru 6</b>						

**ATTACHMENT 6**  
**State of Iowa 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, 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. These terms shall only apply only to the extent applicable to the applicable engagement.

1. For purposes of these security terms, the term "**Confidential Information**" means, subject to the provisions of these security terms, the underlying agreement, and any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either Party to the other 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. Any information provided to Vendor by the State or any other Governmental Entity or otherwise accessed, collected, processed, stored, or transmitted by Vendor in connection with the underlying agreement, or any summaries, records, descriptions, modifications, compilations, negatives, drawings, adaptations and other documents or materials prepared by Vendor from such information ("**Work Product**"), shall be considered confidential by Vendor ("**State of Iowa Confidential Information**" or "**State Confidential Information**").
2. **For purposes of these security terms, the term "Governmental Entity" means any governmental entity as defined in Iowa Code Section 8A.101, or any successor provision to that section, existing now or in the future.**
3. **Data Ownership.** All data, including all State Confidential Information, shall be and remain the sole and exclusive property of the State.
4. **Vendor's access to and use of State data.** Vendor and any of its subcontractors, agents, or other third parties acting on its behalf shall not use any State of Iowa Confidential Information for any purpose other than fulfilling Vendor's express obligations and duties pursuant to the underlying agreement, in accordance with the terms and conditions set forth in these security terms.
5. **Data Protection.** Protection of personal privacy and data shall be an integral part of the business activities of Vendor to ensure there is no inappropriate or unauthorized use of the State's Confidential Information at any time. To this end, Vendor shall safeguard the confidentiality, integrity and availability of the State's Confidential Information. In so doing, Vendor shall comply with the following conditions:
  - 5.1. Vendor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of State Confidential Information. Such security measures shall be in accordance with recognized industry practice (including, NIST 800-53 Revision 4 and ISO27001:2013 standards and controls) and not less stringent than the measures Vendor applies to its own personal data and non-public data of similar kind. Additionally, such securities measures, to the extent applicable, shall comply with, and shall enable the State to at all time comply fully with, all applicable federal, state, and local laws, rules, ordinances, codes, regulations and orders related to such security measures or other date security or safeguarding requirements.
  - 5.2. All State Confidential Information shall be encrypted at rest and in transit with controlled access. Unless otherwise expressly provided herein or otherwise agreed to by the Parties in writing, Vendor is responsible for encryption of all State Confidential Information. 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 State Confidential Information, unless the State approves in writing

the storage of Confidential Information on a Vendor portable device.

**5.3.** At no time shall any State Confidential Information be copied, disclosed or retained by Vendor, or any subcontractor, agent, or any party related to Vendor, for use in any transaction that does not include the State.

**6. Data Location.** Vendor shall provide hosting services to the State and Governmental Entities solely from data centers located in the continental United States of America. Storage of State Confidential Information at rest and all backups shall be located solely in data centers located in the continental United States of America. Vendor shall not allow its personnel or subcontractors to store State Confidential Information on any portable devices, including personal computers, tablets, or cell phones, except for devices that are used and permanently stored at all times only at its continental United States of America data centers. Vendor shall permit its personnel and subcontractors to access State Confidential Information 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.

**7. Security Incident/Notification.**

**7.1.** Vendor will notify the State within two (2) hours of Vendor's discovery of any actual or suspected breach of confidentiality, privacy or security (or any unauthorized access) with regard to any State Confidential Information, and/or any breach of Vendor's or the State's data security procedures, which include, but are not limited to, instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately, any breach of security as defined in Iowa Code Chapter 715C, and any other breach of security as defined by any applicable law, rule, or regulation. Such notification to the State must be given in the most expedient time possible and without unreasonable delay. Written confirmation must be sent within forty-eight (48) hours of discovery or notification of the breach or suspected breach.

**7.2. Investigations and Remedies.** Vendor agrees, at its sole expense, to take all steps necessary to promptly remedy any breach described in section 7.1, above, and to fully cooperate with the State in resolving such breach and mitigating any damage from such breach at Vendor's sole cost. At no additional cost to the State, Vendor will fully cooperate with the State in investigating the breach, including, but not limited to, providing to the State and assisting the State in reviewing system, application, and access logs, conducting forensic audits of relevant systems, imaging relevant media, and making personnel available for interview. On notice of any actual or suspected breach, Vendor will immediately institute appropriate controls to maintain and preserve all electronic evidence relating to the breach in accordance with industry best practices. Vendor will deliver to the State a root cause assessment and future incident mitigation plan with regard to any breach of security or unauthorized access affecting State Confidential Information. Vendor will 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 based on any findings. Vendor agrees that it will not notify any regulatory authority or relating to any such security breach on behalf of the State unless the State specifically requests in writing that Vendor do so. Vendor and the State will work together to formulate a plan to rectify all security breaches.

**7.3. Additional Procedures in the Event of Security Breach.** Upon the State's determination that a breach of security (including but not limited to any Breach of Security as defined in Iowa Code Chapter 715C, and any other breach of security as defined by any applicable law, rule, or regulation) involving or relating to any State Confidential Information has occurred or is reasonably possible, Vendor shall fully cooperate with the State in rectifying any breach or misuse, including notifying all of the States affected users. The State shall determine, in its sole discretion, the content and means of delivery of the user notice. Notwithstanding any provision in these security terms or any other agreement between the Parties to the contrary, Vendor will be solely responsible and liable for all costs, expenses, damages, fines, penalties, taxes, assessments, legal fees, claims, service fees and any and all other amounts of any kind or nature whatsoever (including, without limitation, the reasonable value of time of the Iowa Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by any Indemnitee) related to,

arising out of or incurred by or on behalf of the State as a result of, any security breach caused directly or indirectly, in whole or in part, by Vendor, its affiliates, employees, or subcontractors, including, but not limited to, the costs of notifications of affected individuals and businesses and any applicable regulators or governmental entities (including, preparation, printing, mailing and delivery); the cost of opening and closing accounts, printing new checks, embossing new cards; the costs of forensic and other audits, investigations, public relations services, call center services, websites and toll-free numbers for affected individuals; the costs of 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 State all such expenses, fees, damages and all other amounts within fifteen (15) business days of the date of any written demand or request delivered by the State to Vendor.

## **8. Import/Export/Deletion of Confidential Information.**

**8.1. Import and Export of Data.** To the extent State Confidential Information is stored or accessible in electronic format in connection with the hosting services, the State shall have the ability to import or export data and information (including but not limited to State Confidential Information) in whole or in part from hosting services, at no charge to the State, and in such formats as may be acceptable to the State or any Governmental Entity, without interference from Vendor. This includes the ability for the State to import or export, or have imported or exported, such information and data to/from/by other contractors. In the event the State is unable to successfully import or export data and information in whole or in part, Vendor shall assist the State in doing so upon the State's request, at no charge to the State; as it relates to the export of such data and information, Vendor shall provide to or ensure the State has obtained an export of any requested data and information within one day of any request in the format specified by the State.

**8.2. Destruction of Data and Return of other Confidential Information.** In addition to the requirements of Section 7.1, on the State of Iowa's written request or upon expiration or termination of the underlying agreement, subject to the requirements of Section 9 (Termination/Expiration of Service), Vendor will promptly return (including but not limited to as it relates to State Confidential Information that is not stored or accessible in electronic format in connection with the hosting services) or destroy, at the State's option, all State Confidential Information and provide a notarized written statement to the State certifying that all State Confidential Information has been delivered to the State or destroyed, as requested by the State. To the extent Vendor is required to destroy any State of Iowa Confidential Information, State Confidential Information shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. On termination or expiration of this Agreement, the State of Iowa shall, except to the extent otherwise required by applicable laws, rules, procedures or State record retention requirements, return or destroy, at Vendor's option, all of Vendor's Confidential Information (excluding items required for use of any licenses or deliverables previously supplied by Vendor).

## **9. Termination/Expiration of Service.**

**9.1. Transition Assistance.** Vendor agrees that in connection with any termination or expiration of the underlying agreement, Vendor will continue to perform such services under the underlying agreement as the State may request for a transition period up to 365 days from the effective date of termination or expiration of the underlying agreement. As part of the State's request, the State will inform the Vendor of the number of days during which the Vendor will continue to host and provide access to the hosting services and State Confidential Information, 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 State to accomplish a complete and timely transition, including but not limited to a full migration of State of Iowa Confidential Information, from the Vendor to the State and/or to any contractor 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 State and any New Contractor, and to fully comply with all requests of the State 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. 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 State and any New Contractor to assist in the effort to accomplish a successful, seamless and unhindered transition of the services, migration of State Confidential Information, and transfer of Vendor’s responsibilities under the underlying agreement. Vendor will perform all transition services on an expedited basis, as determined by the State. During the Transition Period, the State agrees to pay to Vendor any fees to which Vendor would be entitled under the underlying agreement for services performed during such period; provided the underlying agreement was not terminated due to Vendor’s breach of the agree or pursuant to section 4 (Termination for Non-Appropriation), and Vendor continues to be in full compliance with all terms, conditions, provisions and requirements of the underlying agreement. In the event the State’s request for transition assistance does not require Vendor to continue providing all of the services under the underlying agreement, the parties shall negotiate in good faith an equitable adjustment in the fees which are otherwise payable to Vendor for such services as the State requests the Vendor to provide.

**9.2. Retention of State Data.** Vendor agrees that in connection with any termination or expiration of the underlying agreement, Vendor shall not take any action to intentionally erase any State data for a period of at least 90 days, unless otherwise directed by the State in accordance with Section 9.1.

**10. Background Checks.** Vendor shall conduct nationwide criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the underlying agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. Vendor shall promote and maintain an awareness of the importance of securing the State Confidential Information among the Vendor’s employees, affiliates, subcontractors, and agents.

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

**12. Non-disclosure and Separation of Duties.** Vendor shall diligently monitor and enforce separation of job duties, require non-disclosure agreements, and limit staff knowledge of State Confidential Information to that which is absolutely necessary to perform job duties.

**13. Security Disclosures, Audits, and Compliance.**

**13.1. Compliance.** Annually throughout the term of the underlying agreement, Vendor shall obtain and provide the State with the following, at no additional cost to the State: a) an independent, third-party certificate of audit certifying that the services comply with NIST 800-53, Revision 4 controls; b) ISO/IEC 27001:2005 certification; c) test or assessment results of an independent, third party assessment of application scans using the Open Web Application Security Project (OWASP) Top Ten List; d) test results of a penetration test conducted by an independent, third-party firm; e) a copy of Vendor’s annual SOC 2 type 2 report (for all Trust Services Principles); and f) a Vendor produced remediation plan resulting from items a through e, inclusive.

**13.2. Security Audit by the State.** During the Term, the State or its third party designee may, but is not obligated to, perform audits of Vendor’s environment, including unannounced penetration and



security tests, as they relate to the receipt, maintenance, use or retention of the State's Confidential Information. Any of the State's regulators (and any federal agencies providing grant funds used to pay for services, 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.

**13.3.** Ongoing Security Testing/Compliance. 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 the State. In addition, Vendor shall disclose its non-proprietary security processes and technical limitations to the State, such that adequate protection and flexibility can be attained between the State and Vendor. For example, Vendor shall disclose its security processes with respect to virus checking and port sniffing to the State such that the State is capable of identifying necessary compensating controls to adequately safeguard and protect its data, information, and systems.

**13.4.** Access to Security Logs and Reports. Vendor shall provide security logs and reports to the State 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 the underlying agreement.

**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: \_\_\_\_\_