

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

Title of RFP: Unemployment Insurance (UI) Software Modernization Project		RFP Number: RFP0917005017	
Agency: Department of Administrative Services Central Procurement Bureau (DAS CPB) on behalf of Iowa Workforce Development			
Number of years of initial contract term: 2 Years	Number of possible annual extensions: 4	Available to Political Subdivisions?	Yes
State Issuing Officer: Steve Oberbroeckling Purchasing Agent III Phone: 515-725-2090 E-mail: steve.oberbroeckling@iowa.gov		Mailing Address: Iowa Department of Administrative Services Hoover State Office Building, Level 3 1305 East Walnut Street Des Moines, IA 50319-0105	
PROCUREMENT TIMETABLE—Event or Action:		Date/Time (Central Time):	
State Posts Notice of RFP on TSB website		21 FEB 2017	
State Issues RFP		15 MAR 2017	
RFP written questions, requests for clarification, and suggested changes from Contractors due:		31 MAR 2017 / (1:00PM)	
Agency's written response to questions, requests for clarification, and suggested changes due approximately:		13 APR 2017	
Proposals Due Date:		12 MAY 2017 / (1:00PM)	
Relevant Websites:	Web-address:		
Internet website where Addenda to this RFP will be posted:	http://bidopportunities.iowa.gov/		
Internet websites where contract Terms and Conditions are posted:	https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf		
	https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf		
Number of Copies of Proposals Required to be Submitted:	Technical Proposal : 1 Original, 12 Copies, and 1 Digital Cost Proposal: 1 Original, 2 Copies, and 1 Digital		

Table of Contents

- 1. INTRODUCTION**
 - 1.1. Purpose
 - 1.2. Definitions and Acronyms
 - 1.3. Overview of the RFP Process
 - 1.4. Background Information
 - 1.5. Summary Scope of Work

- 2. ADMINISTRATIVE INFORMATION**
 - 2.1. Issuing Officer
 - 2.2. Restriction on Communication
 - 2.3. Anonymous Respondent Communications
 - 2.4. Downloading the RFP from the Internet
 - 2.5. Procurement Timetable
 - 2.6. Questions, Requests for Clarification and Suggested Changes
 - 2.7. Amendment to RFP
 - 2.8. Amendment and Withdrawal of Proposal
 - 2.9. Submissions of Proposals
 - 2.10. Proposal Opening
 - 2.11. Costs of Preparing the Proposal
 - 2.12. No Commitment to Contract
 - 2.13. Rejection of Proposals
 - 2.14. Nonmaterial Variances
 - 2.15. Reference Checks
 - 2.16. Information from Other Sources
 - 2.17. Verification of Proposal Contents
 - 2.18. Proposal Clarification Process
 - 2.19. Disposition of Proposals
 - 2.20. Public Records and Requests for Confidential Treatment
 - 2.21. Copyright Permission
 - 2.22. Release of Claims
 - 2.23. Respondent Presentations
 - 2.24. Evaluation of Proposals Submitted
 - 2.25. Award Notice and Acceptance Period
 - 2.26. No Contract Rights until Execution
 - 2.27. Choice of Law and Forum
 - 2.28. Preference
 - 2.29. Restrictions on Gifts and Activities
 - 2.30. No Minimum Guaranteed
 - 2.31. Appeals

- 3. FORM AND CONTENT OF PROPOSALS**
 - 3.1. Instructions
 - 3.2. Technical Proposal
 - 3.3. Cost Proposal

4. SPECIFICATIONS

- 4.1. Overview**
- 4.2. Mandatory Specifications**
- 4.3. Scored Technical Specifications**
- 4.4. Supporting Documentation**

5. EVALUATION AND SELECTION

- 5.1. Introduction**
- 5.2. Evaluation Committee**
- 5.3. Scoring Breakdown**
- 5.4. Technical Proposal Evaluation and Scoring**
- 5.5. Tied Bid and Preferences**
- 5.6. Cost Proposal Scoring**

6. CONTRACTUAL TERMS AND CONDITIONS

- 6.1. Contract Terms and Conditions**
- 6.2. Additional Information Technology Terms and Conditions**
- 6.3. Special Terms**
- 6.4. Contract Length**
- 6.5. Insurance**

Attachment #1 – Certification Letter

Attachment #2 – Authorization to Release Information Letter

Attachment #3 – Form 22 – Request for Confidentiality

Attachment #4 – Check List of Submittals

Attachment #5 – Cost Proposal Form

Attachment #6 – Scored Technical Specifications

Attachment #7 – Interfaces

SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) for the initial period identified 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 and Acronyms

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

Term	Definition
ABP	Alternate Base Period. ABP is an option for those individuals who could not qualify using the regular base period. ABP consists of the last four completed calendar quarters based on the effective date of the claim.
ACH	Automated Clearing House.
ADA	Means Americans with Disabilities Act.
Additional UI Claim	An application for determination of eligibility filed on an established claim which follows a period of employment.
Agency	Iowa Workforce Development.
ALJ	Administrative Law Judge. Appeals hearing officer.
Appeal	The right of interested parties to challenge a determination on the basis the determination is not legally correct or has been based on incorrect or incomplete facts. All appeals must be in writing, and must be filed by the specified deadline.
ATAA	Alternative Trade Adjustment Assistance (ATAA) is a service to a pay wage subsidy to older workers who are covered under a certified trade petition. ATAA was replaced in 2009 with RTAA and not applicable to petitions 7000 and above.
Automatically	Action performed by the system without manual intervention from staff.
Available Wages	Wages associated with an individual Claimant that have not been previously used on a claim, sent to another state, or removed from a claim due to a Gross Misconduct decision.
AWW	Average Weekly Wage. AWW is commonly used to make decisions regarding pension deduction, vacation/severance deduction and job refusals. AWW is calculated by dividing the highest base period quarter by 13. AWW includes both dollars and cents.
BAM	Benefit Accuracy Measurement. The UI BAM program [formerly Quality Control (QC)] provides the basis for assessing the accuracy of UI payments. It is also a diagnostic tool for the use of Federal and State Workforce Agency (SWA) staff in identifying errors and their causes and in correcting and tracking solutions to these problems.
Base Period	The base period is a four-quarter (one-year) period of time from which the weekly benefit amount (WBA) and maximum benefit amount (MBA)

Term	Definition
	is determined. The effective date of the claim determines the base period. The base period remains the same for the duration of the benefit year.
Benefit Ratio	An employer's five-year average annual benefit payment is divided by the employer's five-year average annual taxable payroll. The result is benefits expressed as a percent of taxable payroll or a benefit ratio.
Benefit Year	The one-year period beginning with the Sunday in which the valid initial claim for UI benefits is established.
BPC	Benefit Payment Control (BPC) is Federally mandated to protect the Unemployment Insurance Trust Fund by preventing, discouraging, detecting, investigating, and recovering unemployment insurance benefit overpayments. BPC consists of two units, Fraud Investigations and Audit & Recovery.
BRI	Benefit Rights Information. Information presented to a UI Claimant regarding their rights and responsibilities while claiming UI benefits.
BTQ	Benefit Timeliness and Quality. The Department is required to do a quarterly review of 50 nonmonetary determinations on separation issues and 50 nonmonetary determinations on non-separation issues. The selection method and the determinations included in the target population for a BTQ review are determined by Federal guidelines.
Business Closing benefits	Whenever an employer at a factory, establishment, or other premises goes out of business at which the individual was last employed and is laid off, the individual's account is credited with one-half, instead of one-third, of the wages for insured work paid to the individual during the individual's base period, which may increase the maximum benefit amount up to 39 times the weekly benefit amount or one-half of the total base period wages, whichever is less.
BYE	Benefit Year Ending. Date the benefit year ends.
Calendar Quarter	The three-month period beginning with January, April, July and October.
Cancelled claim	Claim withdrawn by the Claimant.
Chargebacks	Refers to the department handling employer chargeability processes. Charges to an employer's account for tax rate computation purposes that represent benefit payments made to former employees.
Continued UI Claims	The UI claimant's weekly certification requesting benefits during the UI claim benefit year.
Contract	Means the contract(s) entered into with the successful Contractor(s) as described in Section 6.1.
Contractor	Means a vendor submitting Proposals in response to this RFP.
COTS	Commercial-off-the-Shelf software product
Covered Employment	Work performed for an employer who is subject to the Iowa Employment Security Law and who pays UI taxes. It is also known as insured employment.
CWC	Combined Wage Claim. A claim filed utilizing wage credits earned in two or more states.
DAT	Department Approved Training. DAT program waives the work search

Term	Definition
	requirements for individuals attending school while receiving benefits.
DCA	Denied Claims Accuracy. DCA is a Federally mandated performance measure and is a component of the Benefit Accuracy Measurement program.
Decision	A ruling made by a Lower Authority or a Higher Authority
Dependents	<p>A “dependent” is an individual who has been, or could have been, claimed on the income tax return last year or will be claimed on the income tax for the current year. Exceptions:</p> <ul style="list-style-type: none"> • Individuals cannot claim themselves as a dependent on the claim • A spouse can be claimed as a dependent only if they earned \$120.00 or less in gross wages (excluding self-employment) during the week before the effective date of the UI claim • Individuals cannot claim a spouse as a dependent if the spouse has listed the individual as a dependent on a current UI claim • Dependents that someone else has claimed on their Unemployment Insurance claim cannot be claimed again until the other person’s claim benefit year expires
Determination	<p>An official decision regarding the unemployment claim.</p> <p>A non-monetary determination is a decision about any factor that could prevent an individual from receiving unemployment insurance benefits to which he is monetarily eligible (e.g. separation, availability</p> <p>A monetary determination is the establishment of eligibility based on gross insured wages earned by the Claimant in the base period. It also reflects the maximum benefit amount, duration, and weekly benefit amount.</p> <p>All determinations are appealable.</p>
Determination Date	The date a determination is issued; also, the date an employing unit is determined to be a liable employer.
DIA	Department of Inspections and Appeals. DIA is an Iowa State Agency conducting administrative hearings/appeal hearings when the Agency is one of the interested parties (e.g. fraud determination, failure to attend a RESEA meeting)
DUA	Disaster Unemployment Assistance. DUA provides Unemployment Insurance (UI) benefits to individuals whose employment or self-employment has been lost or interrupted as a direct result of a major disaster (e.g. flood, tornado) as declared by the President of the United States.
DV	<p>Data Validation. Data Validation is a Federally mandated quality performance measure.</p> <p>The data validation initiative covers both the accuracy of aggregate reports submitted to ETA on program activity and performance outcomes and the accuracy of individual data elements. The data validation process consists of two parts:</p> <ol style="list-style-type: none"> 1. Report Validation ensures that aggregate reports are calculated

Term	Definition
	correctly by processing an entire file of participant records into validation counts and comparing the validation counts to those reported by the state or grantee. 2. Data Element Validation ensures that the data elements in participant records used to calculate aggregate reports are accurate by reviewing samples of participant records against source documentation to ensure compliance with Federal definitions.
EAB	Employment Appeal Board. EAB is a higher level appeal authority that reviews determinations made by administrative law judges, on appeal. EAB serves as the final administrative law forum for state and Federal unemployment benefit and is part of Department of Inspections and Appeals.
EB	Federal-State Extended Benefits. A high state unemployment rate will trigger an increase in the maximum duration of claimants' benefit periods. Claimants then are entitled to an increase in duration of benefits up to 50 percent of regular benefits, or a maximum of 13 additional weeks. All extended benefits are paid for by employers' taxes. Fifty percent of such benefits are funded through UI contributions and the other 50 percent through the FUTA tax.
Effective Date (Benefits)	The date the benefit year begins. UI benefit year always begin on a Sunday. Usually, it is the Sunday of the week in which the UI claim is filed.
Effective Date (Employer)	The date an employer must begin reporting wages and paying UI taxes.
ETA	Employment and Training Administration. ETA is part of US DOL and administers Federal unemployment and reemployment programs.
EUC	Emergency Unemployment Compensation. EUC is an emergency Federal benefits program administered through voluntary agreements between states and the U.S. Department of Labor.
Experience Rating	The system by which an employer's tax rate is adjusted according to employment experience; also referred to as merit rating.
Federal Unemployment Tax Act (FUTA)	The Federal Unemployment Tax Act (FUTA) is a United States law that imposes a Federal Employer tax used to fund state workforce agencies. Federal UI Law. See Internal Revenue Code, Chapter 23, Sections 3301-3311.
FEIN	Federal Employer Identification Number
FMS	Financial Management Services. FMS is part of U.S. Department of Treasury and administers the Treasury Offset Program (TOP).
FTI	Federal Taxpayer Information
General Terms and Conditions	Shall mean the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.
Gross Misconduct Decision	If an individual is discharged because of an indictable offense in connection with the individual's employment, the individual will be disqualified for UI benefits. Wages earned with all employers before the date of the discharge are cancelled and removed from the claim and may not be used for UI purposes.

Term	Definition
HCTC	Health Coverage Tax Credit. HCTC is a Federal tax credit program administered by the IRS for individuals participating in the Trade Adjustment Assistance (TAA) Program.
HIPAA	Health Insurance Portability and Accountability Act of 1996
ICER	Iowa Centralized Employee Registry. ICER is a central registry to which Iowa employers report newly hired and rehired employees, as mandated by Federal and State law.
ICON	Interstate Connection Network. ICON is a secure national telecommunications network to facilitate the transmission of UI data between State Workforce Agencies, Federal Agencies and Military Branches.
Initial UI Claim	An application for a determination of eligibility for benefits which determination sets forth the weekly benefit amount and duration of benefits for a benefit year.
IRORA	Interstate Reciprocal Overpayment Recovery Arrangement. The IRORA is an agreement among states to collect overpayments of unemployment benefits for each other.
IRS	Internal Revenue Service. IRS is the Federal agency within the US Department of Treasury responsible for administering and enforcing Federal Revenue laws.
Issue	An act, circumstance or condition that under State/Federal law has the potential to affect an individual's past, current or future unemployment insurance entitlement or eligibility.
ITSC	Information Technology Support Center
IWD	Iowa Workforce Development. Iowa State Agency administering the UI Program.
Lag Quarter	The calendar quarter immediately preceding the quarter in which the UI claim is filed.
MBA	Maximum Benefit Amount. The maximum amount of benefits an individual may receive during a benefit year (or duration of benefits).
Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal.
NAICS	North American Industry Classification System. NAICS is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
NCOA	National Change of Address. NCOA is a secure dataset of permanent change-of-address records and is maintained by the United States Postal Service.
NDNH	National Directory of New Hires. The NDNH is a comprehensive source of unemployment insurance, wage, and new hires data for the U.S.. NDNH State Directories of New Hires, State Workforce Agencies, and Federal agencies provide information to the NDNH.
Next Succeeding Employer	An employer who hires a person who has voluntarily quit or who has been discharged from the prior employment for misconduct.
Notice of Claim	A form sent to the Claimant's most recent employer and all base period

Term	Definition
	<p>employers when the initial claim for benefits is established. The Notice contains the separation reason, employer's potential charges for the claim, and other relevant claimant and claim data. The Notice is comparable to the employer notification via SIDES.</p> <p>This form is also sent to the last employer each time an additional claim is filed.</p> <p>The form offers employers the chance to select the employment status of the Claimant and whether the individual received or will be receiving vacation, severance, dismissal pay, separation allowance, wages in lieu of notice, or holiday pay, the employer should report the type of payment, amount of payment, and the dates to which it is to be applied.</p>
OCR	Means Optical Character Recognition
OMR	Means Optical Mark Recognition
Part-time Employee	An individual, who normally works in an occupation where services are not required for the customary full-time hours or who, because of personal circumstances, does not work the customary full-time hours.
PCA	Paid Claims Accuracy. PCA is a Federally mandated performance measure and is a component of the Benefit Accuracy Measurement program.
PGM	Program. Refers to unemployment insurance programs such as Disaster Unemployment Assistance, Voluntary Shared Work, etc.
Predecessor Employer	An employer who has sold or otherwise transferred the business to another.
Proposal	Means the Contractor's proposal submitted in response to the RFP.
Protest Period	Each time the Claimant establishes a new benefit year, or re-activates their existing benefit year, the claim is placed in a 10-day protest period, during which no weeks of benefits are issued for payment. After the ten-day protest period expires, if there are no outstanding issues, benefit payments are issued for the weekly claims that were filed. If the tenth day falls on a weekend or a holiday, the tenth day becomes the next business day.
QETP	Questionable Employment Tax Practices. QETP is a nationwide program, a collaboration between the IRS and US DOL, seeking to identify employment tax schemes and illegal practices and increase voluntary compliance with employment tax rules and regulations by sharing audit and tax data and providing outreach and educational materials.
Rate Computation Date	The date established by law for the computation of experience rates (July 1 of each year).
Reopen Claim	An application for determination of eligibility filed on an established claim which does not follow a period of employment.
RESEA	Reemployment Services and Eligibility Assessment. RESEA is a Federal-State UI program established under Workforce Investment Act (WIOA) that provides reemployment assistance to eligible UI Claimants. It includes Trade Readjustment Allowances, job search allowances,

Term	Definition
	relocation allowances and other reemployment services.
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	Request for Proposals and any attachments, exhibits, schedules or addenda hereto.
RTAA	Reemployment Trade Adjustment Assistance. RTAA is a service for trade-impacted workers covered under a certified petition that pays a wage subsidy to older workers (age 50 or older) who accept new employment at a lower wage, but earn \$55,000 or less annually in their new employment.
SAVE	Systematic Alien Verification of Entitlement. SAVE program is an inter-governmental initiative designed to aid benefit-granting agencies in determining an applicant's immigration status, and thereby ensure that only entitled applicants receive Federal, state, or local public benefits and licenses. The Program is an information service for benefit-issuing agencies (including unemployment benefits), institutions, licensing bureaus, and other governmental entities.
SDDS	SUTA Dumping Detection Software. SDDS is an ITSC automated system designed to help states detect employers who may be engaged in SUTA dumping.
Should	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, as its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
SIDES	The State Information Data Exchange System (SIDES) is used to electronically exchange a variety of claim information, including separation information and earnings verification data, between state UI agencies and Employers or third party administrators.
SLA	Service Level Agreement - A provision of a service contract in which the level of service is formally defined.
SME	Subject Matter Expert
SSN	Social Security Number
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.
Stay Pay	When an employer pays a specified sum to an employee after a layoff has been announced. This is not deductible from benefits.
SUTA	State Unemployment Tax Act.

Term	Definition
TAA	Trade Adjustment Assistance Trade Adjustment Assistance (TAA) is the entire Program, and Trade Readjustment Allowance (TRA) is a benefit under that program that also includes training, subsistence, relocation, etc....
Taxable Wages	That portion of wages on which UI tax is paid. (An employer pays UI tax on the first \$28,300.00 in 2016 for wages paid to each insured employee, and \$29,300 in 2017.)
TEB	Training Extension Program. TEB offers continued eligibility for UI benefits while an individual is pursuing college or a training program for entry into a high-demand or high-technology occupation. TEB may add up to 26 extra weeks of benefits to the UI claim.
TOP	Treasury Offset Program. TOP is a centralized offset program to collect delinquent debts owed to Federal agencies and states.

1.3. Overview of the RFP Process

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency’s benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

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

1.4. Background Information

1.4.1. Introduction

Iowa Workforce Development (IWD) is the state of Iowa agency that administers the Unemployment (UI) Insurance Program. Within IWD, the UI Division consists of Benefits, Tax and Integrity. The UI Appeals bureau is the lower authority that conducts appeal hearings. Each area plays a vital role in ensuring the UI program is successfully orchestrated. Customer satisfaction achieving DOL benchmarks are essential to achieving these.

1.4.2. Office Location

IWD’s UI and Appeals administration is located at 1000 East Grand Des Moines, Iowa.

1.4.3. State Observed Holidays

The State observes the holidays noted in the following table. Note: When January 1st, July 4th, November 11th or December 25th falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

Holiday	Day Observed
New Year's Day	January 1
Dr. Martin Luther King Jr.'s Birthday	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25

1.4.4. State Work Hours

Normal work hours are Monday through Friday 8:00 AM to 4:30 PM Central Time.

1.4.5. Concurrent Impacts/Projects

Within the State and IWD there are ongoing technology projects and initiatives. IWD acknowledges that existing and planned concurrent projects may impact the project identified within this RFP.

IWD is currently working on several projects that may impact the UI Software Modernization Project.

- Implementing Virtual One Stop by Geographic Solution for our Workforce Services Case Management and Labor Exchange software.
- Implementing an automated time tracking software package that would impact scheduling.
- Implementing Alfresco document management.
- Implementing Great Plains General Ledger.

1.4.6. Project Management Software and Tools

Current software project and tools utilized by IWD for this project include:

- Microsoft Project 2013
- Microsoft Office Suite 2010 or 2013 (Word, Excel, PowerPoint, VISIO)
- Microsoft SharePoint
- Google Mail, Calendar and Drive
- JIRA

1.4.7. State Project Resources

The State and IWD are committed to ensuring a successful Unemployment Insurance modernization project. The following sections describe the roles and responsibilities of State-assigned resources committed to the project.

Project Executive Sponsor

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

Other Project Executive Sponsor responsibilities include:

- Authorizes and concludes project related pursuits;

- As necessary, resolves high-level issues when other agencies are involved;
- Serves as the main point-of-contact with the Legislature;
- Guides overall strategic business scope and direction;
- Ensures and facilitates continuity of project funding; and
- Meets periodically with project leadership to receive project status and progress information.

Project Champion

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

With delegated authority from the Project Executive Sponsor, the Project Champion:

- Identifies and resolves user community resource obstacles and barriers;
- Provides functional guidance and direction to the project manager and project team;
- Answers unresolved functional questions and/or obtains appropriate resources to do so;
- Reconciles incompatible business requirements; and
- Unites project participants behind project decisions and direction.

Project Manager

The State Project Manager coordinates project tasks and associated activities of the teams, individuals and organizations involved in the project. The State Project Manager provides daily direction and oversight to State project resources and coordinates contractor activities.

More specifically the Project Manager:

- Provides general project planning, resource management, schedule management, budget management and project monitoring and control;
- Resolves project problems and conflicts and escalates issues as needed;
- Serves as the primary project point-of-contact to the Project Executive Sponsor and Champion;
- Serves as the primary contact with the successful vendor's project management team;
- Serves as the primary contact for other State resources involved with the project;
- Receives, reviews, approves and documents project status information from other project participants;
- Coordinates project deliverable and work product review and approval and sets priorities when choices of alternatives are required; and
- Reports project status information to the Project Executive Sponsor, Project Champion, project team members and stakeholders.

State Project Team

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

deliverables and work products.

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

State Project Team members include:

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

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

Other State Resources – Other State agency personnel will be involved with the project to leverage their capability and expertise through consultation or partnership. These include, but are not limited to: technical resources from IWD to ensure compliance with State security requirements, potential infrastructure support for the production system and Wide Area Network support.

1.5. Summary Scope of Work

IWD is seeking the purchase of a unified, one-stop, configurable, commercial-off-the-shelf (COTS) full web-based Unemployment Insurance solution that includes the following:

1.5.1. Provide managed services for hosted environments and data storage for each:

1.5.1.1. Production

1.5.1.2. Test

1.5.1.3. Training with the same system components, software and functionality as in the production environment.

1.5.1.4. Development

1.5.2. Document collection and management capability.

1.5.3. Report creation that is in compliance with the U.S. Department of Labor.

- 1.5.4.** Integrated system testing.
- 1.5.5.** Data cleansing, conversion/migration.
- 1.5.6.** Implementation of new software.
- 1.5.7.** Training for IWD staff and partners.
- 1.5.8.** Warranty and maintenance support.

SECTION 2 ADMINISTRATIVE INFORMATION
--

2.1 Issuing Officer

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

2.2 Restriction on Communication

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

2.3 Anonymous Respondent Communications

Please note that the Respondent's sole point of contact regarding this RFP is the Issuing Officer. During the procurement process if a Respondent feels that after presenting a concern to the Issuing Officer it was not addressed, or if a Respondent wishes to present a concern and remain anonymous, they may confidentially notify a DAS Fiscal and Policy Analyst regarding their concern. The DAS Fiscal and Policy Analysts are independent third parties separate from the RFP requesting agency and Issuing Officer in order to review a Respondent's concern.

The Fiscal and Policy Analysts may be reached at DAS.FiscalPolicyAnalyst@iowa.gov or confidential letters may be mailed to:

**DAS Fiscal and Policy Analysts
Hoover Building, Third Floor
1305 E. Walnut
Des Moines, IA 50319-0105**

2.4 Downloading the RFP from the Internet

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

2.5 Procurement Timetable

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

2.6 Questions, Requests for Clarification, and Suggested Changes

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

2.7 Amendment to the RFP

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

2.8 Amendment and Withdrawal of Proposal

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

2.9 Submission of Proposals

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

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

2.10 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Evaluation Committee has reviewed all of the Proposals submitted in response to this RFP and the Agency has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Respondents who

submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.11 Costs of Preparing the Proposal

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

2.12 No Commitment to Contract

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

2.13 Rejection of Proposals

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

2.13.1 The Respondent fails to deliver the cost proposal in a separate envelope.

2.13.2 The Respondent acknowledges that a mandatory specification of the RFP cannot be met.

2.13.3 The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specification of the RFP.

2.13.4 The Respondent's Proposal limits the rights of the Agency.

2.13.5 The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 4 of the RFP.

2.13.6 The Respondent fails to timely respond to the Agency's request for information, documents, or references.

2.13.7 The Respondent fails to include proposal security, if required.

2.13.8 The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 4 of this RFP.

2.13.9 The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.

2.13.10 The Respondent initiates unauthorized contact regarding the RFP with state employees.

2.13.11 The Respondent provides misleading or inaccurate responses.

2.13.12 The Respondent's Proposal is materially unbalanced.

2.13.13 There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.

2.13.14 The Respondent alters the language in Attachment #1, Certification Letter or Attachment #2, Authorization to Release Information letter.

2.14 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to: minor failures to comply that do not affect overall responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other 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 Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.15 Reference Checks

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

2.16 Information from Other Sources

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

2.17 Verification of Proposal Contents

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

2.18 Proposal Clarification Process

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

2.19 Disposition of Proposals

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

2.20 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.**

A Contractor requesting confidential treatment of specific information must: (1) fully complete Form 22, (2) identify the request in the transmittal letter with the Contractor's Proposal, (3) conspicuously mark the outside of its Proposal as containing confidential information, (4) mark each page upon which confidential information appears, and (5) 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.

2.21 Copyright Permission

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

2.22 Release of Claims

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

2.23 Respondent Presentations

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

2.24 Evaluation of Proposals Submitted

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

2.25 Award Notice and Acceptance Period

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

2.26 No Contract Rights until Execution

No 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.

2.27 Choice of Law and Forum

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

2.28 Preference

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.5(1)-(2), 117.12(4).

2.29 Restrictions on Gifts and Activities

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

2.30 No Minimum Guaranteed

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

2.31 Appeals

Appeals of the Notice of Intent to Award are governed by the Agency's vendor appeal process. Contractors may obtain information about the appeal process from the Issuing Officer and at Iowa Administrative Code chapters 11-7 and 11-105.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions describe and define 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, include numbered pages, 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 separate sealed envelopes. The envelopes shall be labeled with the following information:

RFP Number: 0917005017
RFP Title: UI Software Modernization Project
Steve Oberbroeckling
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

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

- 3.1.2** 1 Original, 1 Digital, & 12 Copies of the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. 1 Original, 1 Digital, & 2 Copies of the Cost Proposal shall be submitted in a separate sealed envelope.

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 and any copies
Cost Proposal on digital media

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

- 3.1.4** Proposals shall not contain promotional or display materials.

- 3.1.5** Attachments shall be referenced in the Proposal.

- 3.1.6** If a Respondent 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 Contractor's Technical Proposal in the order given below:

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 – Check List of Submittals. Please include page numbers.

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 6.

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 4 and Attachment #6 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 4 specifications may be considered nonresponsive 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.

Please include the question and your response to the requirements in Section 4 and Attachment #6 in this section of your proposal.

3.2.5 Contractor Background Information

The Contractor shall provide the following general background information:

3.2.5.1 Name, address, telephone number, fax number and email 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.

- 3.2.5.2 Form of business entity, i.e., corporation, partnership, proprietorship, Limited Liability Company.
- 3.2.5.3 State of incorporation, state of formation, or state of organization.
- 3.2.5.4 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.
- 3.2.5.5 Number of employees.
- 3.2.5.6 Type of business
- 3.2.5.7 Name, address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.5.8 Name, address and telephone number of the Contractor's representative to contact regarding scheduling and other arrangements.
- 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 name, address, and phone number.
- 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>
- 3.2.5.12 Does the Bidder currently have Cyber Liability insurance? If so in what amounts?

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 Unemployment Insurance agencies that have contracted with the

vendor to provide a workforce services case management system. Include a description of high level scope of each of those systems and identify if they were at the state, county, city, or local level. Also list those who are using the system being proposed.

- 3.2.6.5** Provide a list of three (3) references that includes contact person's name and telephone number of previous 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.

The State prefers to have references of clients who are currently using the product being proposed within Contractor's proposal.

3.2.7 Personnel

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

3.2.7.1 Full name

3.2.7.2 Education

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

3.2.8 Termination, Litigation, Debarment

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

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

3.2.8.2 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.

3.2.8.3 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.

3.2.8.4 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.

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

3.2.8.6 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.

3.2.9 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.

Contractor shall provide a statement of agreement.

3.2.10 Acceptance of Terms and Conditions

By submitting a Proposal, Contractor acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the 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 or General Terms and Conditions 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.

Contractor shall state in writing that they accept the terms and conditions without change, or list the exceptions that they are proposing. Proposed exceptions should be listed in this section of contractor’s proposal.

Any proposed exceptions should be in a table similar to the one below:

Section #	Original Text Referenced	Proposed Language	Reason for Exception

3.2.11 Certification Letter

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

3.2.12 Authorization to Release Information

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

3.2.13 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 for 180 days following the deadline for submitting Proposals.

3.3 Cost Proposal

The Respondent shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services. All prices are quoted pursuant to the terms and conditions of this RFP. Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices) for the proposed services. All pricing to be FOB Destination, freight cost, and all expenses included; and based on Net 60 Days Payment Terms.

Cost proposals must utilize Cost Proposal Attachment #5 format and include the following:

- Provide any one time and recurring costs for system. Recurring costs are to be for a 6 year period to cover initial term and extensions to contract.
- Equipment costs.
- Any other costs associated with proposed system.
- Pricing for options.

3.3.1 Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments 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 ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Contractor uses the Pcard or EAP payment methods. Pcard-accepting Contractors must abide by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 6.2 of the RFP. Contractors must provide a statement regarding their ability to meet the requirements I this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

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

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 SPECIFICATIONS

4.1 Overview

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

4.2 Mandatory Specifications

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

Please insert “Yes” or “No” in the blank provided at the beginning of each requirement.

4.2.1 _____ The system must be, and remain in, compliance with laws, regulations, guidance, mandates, policies and procedures from the U.S. Department of Labor and the State of Iowa that govern unemployment insurance.

4.2.2 _____ The system must be fully web-based and configurable to provide a state-wide comprehensive Unemployment Insurance system.

4.2.3 _____ The system must protect the confidentiality of all state and customer data as outlined throughout this RFP.

4.2.4 _____ The system data and user access must be insured in accordance with State of Iowa and federal statutes and regulations including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA”). Vendor will be required to sign a DHS HIPAA Business Associates Agreement (BAA).

4.2.5 _____ The contractor must ensure that the services provided for IWD are not impacted by services provided by the contractor to any other state or agency.

4.2.6 _____ The system must be scalable to meet performance expectations during peak seasons.

4.2.7 _____ Vendors proposing additional or other project management software and tools that are not identified in Section 1.4.6 must provide a minimum of five (5) licenses and formal training for five (5) technical users on the proposed software. All costs associated with proposed project management software and related training must be identified in Attachment #5 – Cost Proposal Form.

4.2.8 _____ **Transition**

4.2.8.1 Upon award of the contract, the Contractor shall work with the state agency and any other organizations designated by the Agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency. This will include but is not limited to the training of Agency and partner staff as deemed appropriate by the Agency to ensure an efficient, orderly, and smooth transition to the case management system.

4.2.8.2 Upon expiration, termination, or cancellation of the contract, the contractor shall in good faith take all steps the Agency, in its judgment, deems necessary to assist the Agency to ensure an efficient, orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by Agency, the contractor shall provide and/or perform any or all of the following responsibilities:

4.2.8.2.1 The Contractor shall deliver, FOB destination, all software, records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Agency and/or to the Agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the Agency.

4.2.8.2.2 The Contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Agency, in order to ensure the completion of such service prior to the expiration of the contract.

4.2.8.2.3 If requested in writing via formal contract amendment, the Contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price

not to exceed those prices set forth in the contract.

4.2.8.2.3.1 The Contractor must obtain specific written approval from the state agency prior to providing continuing services to any client after the termination or cancellation of the contract. The written approval must identify the specific client and contain a date for the termination of service for the client.

4.2.8.2.3.2 The decision to allow a client to receive continuing services shall be made by the Agency on a case-by-case basis at its sole discretion.

4.2.9 _____ ACCESSIBILITY: The system must be compliant with Section 508 and the Americans with Disabilities Act (ADA).

4.2.10 _____ ACCESSIBILITY: The system must offer English and manually translated Spanish. (Google Translate is not acceptable.)

4.2.11 _____ SSN: The system must provide an edit check for entering individual SSNs that is compliant with the Federal Social Security Administration protocol for determining erroneous, improbable, or fraudulent SSNs.

4.2.12 _____ SSN: The system must ensure only partial SSNs are displayed in a given screen view. Partial SSNs (XXX-XX-####) may be printed on documents.

4.2.13 _____ SSN: The system must use an auto-generated unique number as the unique identifier (customer number/ID).

4.2.14 _____ The system must ensure protection against programmatic security attacks such as SQL injection, cross site-scripting, etc.

4.2.15 _____ The system must be built using stable components and libraries fulfilling good software design characteristics.

4.2.16 _____ The system must ensure sensitive information is safeguarded and protected during transmission and when persisted.

4.2.17 _____ The system must provide a solution that enforces rules on passwords for allowable characters, length, expiration period and lock/unlock mechanism.

4.2.18 _____ The system must be able to capture an audit trail or log of all access to customer data with the ability to notify in case of unauthorized attempts.

4.2.19 _____ The system must be operating system and device agnostic for the end user.

4.2.20 _____ The system must offer functionality to create and manage role based access to users.

4.2.21 _____ The system must be able to integrate with other systems in a secure fashion for data exchange. See Attachment #7 – Interfaces (not all-inclusive list).

4.2.22 _____ User acceptance testing done by IWD business analysts and SMEs must be completed and signed off before any functionality is rolled out to the production environment.

- 4.2.23 _____ The system must provide the ability to display on the user interface communications such as office closure, system maintenance etc. to the end user.
- 4.2.24 _____ The system must prioritize real-time transactions over background and batch transactions within system workload management when both background initiated transactions and online transactions are executing concurrently.
- 4.2.25 _____ All sessions, REST and SOAP type web services (internal and external) must be executed via HTTPS utilizing SSL certificates especially on the production environment.
- 4.2.26 _____ Disaster Recovery: The contractor must provide a Disaster Recovery Plan (DRP) that is designed to reduce the impact on key business functions and processes in the proposed System during the development and operational phases.
- 4.2.27 _____ Disaster Recovery: The contractor must ensure periodic testing and review of functional and nonfunctional aspects of the system. The disaster recovery plan must be periodically tested.
- 4.2.28 _____ The system must be built with redundancy and failover capabilities to ensure that the services are available without interruption to the end users.
- 4.2.29 _____ The contractor must implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data.
- 4.2.30 _____ All data obtained by the contractor in the performance of this contract should become and remain property of the state.
- 4.2.31 _____ At no time should any data or processes – that either belong to or are intended for the use of the state or its officers, agents or employees – be copied, disclosed or retained by the contractor or any party related to the service provider for subsequent use in any transaction that does not include the state.
- 4.2.32 _____ The contractor should not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service required by the contract.
- 4.2.33 _____ The system should not have any embedded ids, passwords, or connection data to external resources. All connections to external resources should be configured in the system by the system administrator. At no point in time should the connection data or accounts be shared with anyone outside of the state, including sub-contractors.

4.3 Scored Technical Specifications

Response to:

RFP section 3.2.5 Contractor Background Information

RFP section 3.2.6 Experience

RFP section 3.2.7 Personnel

RFP section 3.2.8 Termination, Litigation, Debarment

RFP section 3.2.9 Criminal History and Background Investigation

Response to Attachment #6 Scored Technical Specifications.

All specifications will be evaluated and scored by the evaluation committee in accordance with Section 5.

4.4 Supporting Documentation

It is the offeror's responsibility to make sure all products and services proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products and services proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

4.4.1 The contractor must provide IWD with access to a trial account during the selection process to evaluate the contractor's system from a Claimant, Employer, Third Party, Staff and Staff Supervisor perspective. The trial account must include site licenses and basic training provided by the offeror.

SECTION 5 EVALUATION AND SELECTION
--

5.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest value 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.

5.2 Evaluation Committee

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

5.3 Scoring Breakdown

The points will be distributed as follows:

Technical Proposal	800
Cost Proposal	<u>200</u>
Total Points	1000

5.4 Technical Proposal Evaluation and Scoring

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Respondents in accordance with this Section. In addition to other RFP requirements, to be deemed a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of Section 4 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score of 400 points (50%) of the available 800 points for the Technical Proposal.

An addendum identifying the point value assigned to specific Section 3 Exhibits (Technical Proposal) will be posted prior to opening submitted proposals.

5.5 Tied Bids and Preferences

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.

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 lowa contractors only.

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.

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.

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

5.6 Cost Proposal Scoring

After the Technical Proposals are evaluated and scored, those proposals which meet the minimum score for the Technical Specifications will advance in the evaluation process and their Cost Proposals will be opened and scored.

To assist the agency in evaluating, Cost Proposals may be evaluated and points awarded as follows. The Cost Proposals will remain sealed during the evaluation of the Technical Proposal and any Bidder Demonstration. Only prospective contractors that meet all of the required features will be considered during the cost evaluation phase of the review process. The compliant prospective contractor's technical points will be added to the cost points, to obtain the total points awarded for the proposal. The Cost Proposals will be ranked from cheapest to the most expensive. The cheapest shall receive the maximum number of points available in this section. To determine the number of points to be awarded all other Cost Proposals, the cheapest 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 other compliant 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.

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

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

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

6.1 Contract Terms and Conditions

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

The General Terms and Conditions will be incorporated into the Contract. The General Terms and Conditions 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. All costs associated with complying with these specifications 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 and the General Terms and Conditions 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 or General Terms and Conditions 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.

Any proposed exceptions to the Terms and Conditions should be listed in section 3.2.10

6.2 Additional Information Technology Terms and Conditions

6.2.1 Data Ownership

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

The Governmental Entity that collects, stores, generates, or maintains information or data shall be considered a Data Custodian. The Data Custodian shall retain ownership of any and all such data, including any data associated with their application at any time. The Data Custodian must approve all access to its data. The Contractor shall not access

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

6.2.2 Data Protection

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

- 6.2.2.1** The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice (NIST 800-53 and ISO27001:2013 standards and controls) and not less stringent than the measures the Contractor applies to its own personal data and non-public data of similar kind.
- 6.2.2.2** All data obtained by the Contractor in the performance of this contract shall become and remain the property of the State.
- 6.2.2.3** All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data.
- 6.2.2.4** Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and mutually agreed to as a part of this contract.
- 6.2.2.5** At no time shall any data or processes — that either belong to or are

intended for the use of a State or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

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

6.2.3 Data Location

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

6.2.4 Security Incident or Security Breach Notification

The Contractor shall inform the State of any security incident or Security Breach.

6.2.4.1 Incident Response

The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

6.2.4.2 Security Incident Reporting Requirements

The Contractor shall report a security incident to the State identified contact within twelve (12) hours.

6.2.4.3 Breach Reporting Requirements

If the Contractor has actual knowledge of a confirmed Security Breach that affects the security of any State content that is subject to applicable Security Breach notification law as required by Iowa Code 715C.2, the Contractor shall (1) promptly notify the State identified contact within 12 hours or sooner, unless shorter time is required by applicable law, and (2) take best effort measures to address the Security Breach in a timely manner.

6.2.5 Security Breach Responsibilities

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

- 6.2.5.1** The Contractor, unless stipulated otherwise, shall within twelve (12) hours notify the State identified contact by telephone if it reasonably believes there has been a security incident.
- 6.2.5.2** The Contractor, unless stipulated otherwise, shall promptly notify the State identified contact within 12 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Security Breach. The Contractor shall (1) cooperate with the State as requested by the State to investigate and resolve the Security Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Security Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- 6.2.5.3** Unless otherwise stipulated, if a Security Breach is a direct result of the Contractor's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Security Breach; (2) notifications to individuals, regulators or others required by Iowa Code 715C.2; (3) a credit monitoring service required by state (or federal) law; (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for Security Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Security Breach Study: Global Analysis published by the Ponemon Institute¹⁷ at the time of the Security Breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.

6.2.6 Notification of Legal Requests

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

6.2.7 Termination and Suspension of Service

- 6.2.7.1** In the event of a termination of the contract, the Contractor shall implement an orderly return of State data in a mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State data.
- 6.2.7.2** During any period of service suspension, the Contractor shall not take any action to erase any State data.
- 6.2.7.3** In the event of termination of any services or agreement in entirety, the

Contractor shall not take any action to intentionally erase any State data for a period of:

- 30 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience
- 60 days after the effective date of termination, if the termination is for cause

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

6.2.7.4 The State shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the SLA.

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

6.2.8 Background Checks

The Contractor shall conduct nationwide criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

6.2.9 Access to Security Logs and Reports

The Contractor shall provide reports to the State in a mutually agreeable format. Reports shall include at least latency statistics, user access, user access IP address, user access history and security logs for all State files related to this contract.

6.2.10 Contract Audit

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

6.2.11 Data Center Audit

The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The

Contractor may remove its proprietary information from the redacted version. An ISO 27001:2013 audit report or approved equivalent sets the minimum level of a third-party audit.

6.2.12 Change Control and Advance Notice

The Contractor shall give mutually agreeable advance notice to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

6.2.13 Security

The Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Contractor. For example: virus checking and port sniffing — the State and the Contractor shall understand each other's roles and responsibilities.

6.2.14 Non-disclosure and Separation of Duties

The Contractor shall enforce separation of job duties, require best effort non-disclosure agreements, and limit staff knowledge of State data to that which is absolutely necessary to perform job duties.

6.2.15 Import and Export of Data

The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from other Contractors.

6.2.16 Responsibilities and Uptime Guarantee

The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon downtime).

6.2.17 Right to Remove Individuals

The State shall have the right at any time to require that the Contractor remove from interaction with State any Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the State's consent.

6.2.18 Business Continuity and Disaster Recovery

The Contractor shall provide a business continuity and disaster recovery plan and ensure that the State's recovery time objective (RTO) of 48 hours is met.

6.2.19 Compliance with Accessibility Standards

The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

6.2.20 Encryption of Data at Rest

The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data, unless the State approves the storage of personal data on a Contractor portable device in order to accomplish work as defined in the statement of work.

6.2.21 Compliance with Privacy Standards

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

6.2.22 Compliance with Federal Tax Information Standards

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

6.3 Special Terms

6.3.1 Federal Fund Requirements

The completion of this project is dependent on the receipt of state and federal funds. The Agency reserves the right to terminate the contract at any time due to a decrease in state or federal funding.

6.4 Contract Length

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

6.5 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 Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence Aggregate	\$1 Million \$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

**Attachment #1
Certification Letter**

(Date) _____

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

Re: Request for Proposal Number RFP0917005017 - PROPOSAL CERTIFICATIONS

Dear Steve:

I certify that the contents of the Proposal submitted on behalf of **(Name of Respondent)** in response to **Iowa Department of Administrative Services** for Request for Proposal Number RFP0917005017 for Unemployment Insurance Software Modernization Project are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Certification of Independence

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

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

Certification Regarding Debarment

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

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

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

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

Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2013)* 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 Respondent certifies the following: (check the applicable box)

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

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #2
Authorization to Release Information Letter

(Date) _____

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

Re: Request for Proposal Number RFP0917005017 - AUTHORIZATION TO RELEASE INFORMATION

Dear Steve:

(Name of Respondent) hereby authorizes the **Iowa Department of Administrative Services** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to Request for Proposal (RFP) Number RFP0917005017.

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

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

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

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

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #3
Form 22 – Request for Confidentiality

Per section 2.20 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. Section 2.20 of the RFP provides the Contractor instructions regarding how to request confidential treatment of portions of its Proposal.

NOTE: Completion of this Form is the sole means of requesting confidential treatment. 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 present its request for confidentiality in the transmittal letter of its proposal. **Check box when completed.**

- 2 Contractor must conspicuously mark confidential material in its proposal in accordance with section 2.20 Public Records and Requests for Confidential Treatment. **Check box when completed.**

- 3 Contractor must specifically identify and list the proposal section(s) for which it seeks confidentiality and answer the following questions for each section listed :
 - 3.1 Explain the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential.

 - 3.2 Justify why the material should be kept in confidence.

 - 3.3 Explain why disclosure of the material would not be in the best interest of the public.

 - 3.4 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.

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.

- 4 Contractor must submit a Public Copy of the 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 22 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 in this form may result in rejection of Contractor's request for confidentiality or rejection of the Proposal as being non-responsive.**

Signature

Date

Title

**Department of Administrative Services – Central Procurement Enterprise Review
(for agency use only)**

- Contractor's Proposal is rejected as non-compliant because one of more of the following reasons:
 - Contractor requested confidentiality without submitting a fully completed Form 22.
 - Contractor requested confidentiality without presenting its request in the transmittal letter of its Proposal.
 - 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.¹

Purchasing Agent Signature

Date

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**

The following checklist is provided to assist the offeror in completing his/her proposal. The offeror is encouraged to utilize this checklist before submitting the proposal. It is the offeror's sole responsibility to ensure that all mandatory requirements are met and that his/her proposal including all exhibits are properly completed and submitted with the proposal.

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE (include page number)
	Yes	No	
Technical Proposal : 1 Original, 12 Copies, and one copy on digital media (CD Rom or Flash Drive)			
Cost Proposal: 1 Original, 2 Copies, and one copy on digital media (CD Rom or Flash Drive)			
One (1) Public Copy with Confidential Information Excised (if needed)			
Technical Proposal Sealed Envelope #1			
3.2.1 Transmittal Letter			
3.2.2 Table of Contents Attachment #4			
3.2.3 Executive Summary			
3.2.4 Specifications 4.2 Mandatory Requirements 4.3 Attachment #6 4.4 Supporting Documents			
3.2.5 Contractor Background Information			
3.2.6 Experience			
3.2.7 Personnel			
3.2.8 Terminations			
3.2.9 Criminal History and Background Investigation			
3.2.10 Acceptance of Terms and Conditions			
3.2.11 Attachment #1 - Certification Letter			
3.2.12 Attachment #2 - Authorization to Release Information			
3.2.13 Firm Proposal Terms			
Attachment #3 - Form 22			
Cost Proposal - Sealed Envelope 2			
Attachment #5 – Cost Proposal			

**Attachment #5
Cost Proposal Form**

Payment Terms

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

What discount will you give for payment in 15 days? _____

What discount will you give for payment in 30 days? _____

Cost Proposal

Contractor's Cost Proposal shall include an all-inclusive, itemized, total cost in Firm 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. Include any escalation over the course of six years. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

Deliverable Item	Estimated # of Hours	Blended Hourly Rate	Total First Year (2017) Cost	Total Recurring 6 Year Costs	2018	2019	2020	2021	2022
Core System		\$	\$	\$	\$	\$	\$	\$	\$
Implementation		\$	\$	\$	\$	\$	\$	\$	\$
Data Conversion		\$	\$	\$	\$	\$	\$	\$	\$
Training		\$	\$	\$	\$	\$	\$	\$	\$
Other (specify)		\$	\$	\$	\$	\$	\$	\$	\$
Other (specify)		\$	\$	\$	\$	\$	\$	\$	\$
TOTAL COST:		\$	\$	\$	\$	\$	\$	\$	\$

**Attachment #6
Scored Technical Specifications**



RFP0917005017
Attachment 6 - Tchr

To open the document, double click on the icon.

*If you are unable to access the above inserted file once you have doubled clicked on the icon,
please visit the posting at <http://bidopportunities.iowa.gov/>.*

The document is saved as a stand-alone attachment.

**Attachment #7
Interfaces**



Attachment 7 -
Interfaces

To open the document, double click on the icon.

*If you are unable to access the above inserted file once you have doubled clicked on the icon,
please visit the posting at <http://bidopportunities.iowa.gov/>.*

The document is saved as a stand-alone attachment.