

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	IWD Fraud/Overpayment Detection System	RFP Number:	309MD31201
Agency:	Iowa Workforce Development (IWD)		
State seeks to purchase:	A system/application to assist in preventing and detecting fraud and overpayment of unemployment insurance benefits	Available to Political Subdivisions?	No
Number of mos. or yrs. of the initial term of the contract:	1 YEAR	Number of possible annual extensions:	5 - FIVE
State Issuing Officer:			
Name: Michael Drottz			
Phone and e-Mail: P: (515) 725-4157 email: Michael.Drottz@iwd.iowa.gov			
Mailing Address: Iowa Workforce Development 1000 E Grand Avenue Des Moines, IA 50319			
PROCUREMENT TIMETABLE—Event or Action:			Date/Time (Central Time):
State Posts Notice of RFP on TSB website			November 20, 2019
State Issues RFP			November 22, 2019
RFP written questions, requests for clarification, and suggested changes from Vendors due:			December 4, 2019 4:00 pm CST
Agency's written response to RFP questions, requests for clarifications and suggested changes approximate posting date:			December 11, 2019
Proposals Due Date:			December 30, 2019
Proposals Due Time:			2:00 pm CST
Notice of Intent to Award (Tentative Date)			January 24, 2020
Relevant Websites:	Web-address:		
Internet website where Addenda to this RFP will be posted:	http://bidopportunities.iowa.gov/		
Internet website where contract terms and conditions are posted:	https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf		
Number of Copies of Proposals Required to be Submitted:			1 Original, 1 Digital-USB Flash Drive, & 5 Copies
Firm Proposal Terms Per Section 3.2.11, the minimum Number of Days following the deadline for submitting proposals that the Vendor guarantees all proposal terms, including price, will remain firm:			180 Days

Table of Contents

- 1. INTRODUCTION**
 - 1.1. Purpose**
 - 1.2. Definitions**
 - 1.3. Overview of the RFP Process**
 - 1.4. Background Information**

- 2. ADMINISTRATIVE INFORMATION**
 - 2.1. Issuing Officer**
 - 2.2. Restriction on Communication**
 - 2.3. Downloading the RFP from the Internet**
 - 2.4. Procurement Timetable**
 - 2.5. Questions, Requests for Clarification and Suggested Changes**
 - 2.6. Amendment to RFP**
 - 2.7. Amendment and Withdrawal of Proposal**
 - 2.8. Submissions of Proposals**
 - 2.9. Proposal Opening**
 - 2.10. Costs of Preparing the Proposal**
 - 2.11. No Commitment to Contract**
 - 2.12. Rejection of Proposals**
 - 2.13. Nonmaterial Variances**
 - 2.14. Reference Checks**
 - 2.15. Information from Other Sources**
 - 2.16. Verification of Proposal Contents**
 - 2.17. Proposal Clarification Process**
 - 2.18. Disposition of Proposals**
 - 2.19. Public Records and Requests for Confidential Treatment**
 - 2.20. Form 22 – Request for Confidentiality**
 - 2.21. Copyright Permission**
 - 2.22. Release of Claims**
 - 2.23. Vendor 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. Restrictions on Gifts and Activities**
 - 2.29. No Minimum Guaranteed**
 - 2.30. Post Solicitation Debriefing**
 - 2.31. Appeals**

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

4. SPECIFICATIONS

- 4.1. Mandatory Specifications**
- 4.2. Scored Technical Specifications**

5. EVALUATION AND SELECTION

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

6. CONTRACTUAL TERMS AND CONDITIONS

- 6.1. Contract Terms and Conditions**
- 6.2. Contract Length**
- 6.3. Special Terms and Conditions**
- 6.4. Order of Precedence**

Attachment 1 – Certification Letter

Attachment 2 – Authorization to Release Information Letter

Attachment 3 – Form 22 – Request for Confidentiality

Attachment 4 – Response Check List

Attachment 5 – Cost Proposal

Attachment 6 – Exceptions to Terms and Conditions

SECTION 1 INTRODUCTION

1.1 Purpose

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

1.2 Definitions

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

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

“Contract” means the contract(s) entered into with the successful Vendor(s) as described in Section 6.1.

“Contractor” means the successful Vendor to this RFP.

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

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

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

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

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

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

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

1.3 Overview of the RFP Process

This RFP is designed to provide Vendors 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 Vendor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

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

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

1.4 Background Information

Iowa Workforce Development (IWD) is a state agency committed to providing employment and unemployment services. IWD is seeking the services of a fraud investigation/cross-match tool to assist with the prevention, detection, case management, adjudication, and recovery of overpaid claimant unemployment insurance benefits. Such a tool will need to have an ability to work with other systems, be able to screen cross-matches for false positives, and generally help to improve efficiencies. The IWD Investigations Unit consists of 7 Investigators, 2 Clerical staff, a Workforce Program Coordinator, and an Unemployment Insurance Manager. The IWD Recovery Unit consists of 8 Employer Liability Specialists (Collectors), 2 Clerical staff, a Workforce Program Coordinator, and an Unemployment Insurance Manager. IWD processed over 165,000 initial claims and over 1.1 million weekly claims in 2018.

For the last 6 years IWD has used a 3rd party vendor to provide case management and to assist with detecting fraud and overpayments by cross-matching agency provided claimant weekly records and employer quarterly records to detect potential claimant overpayments. The 3rd party vendor has also provided incarceration records and cross-matched those with unemployment insurance records to detect potential fraud.

Prior to this IWD used a Mainframe based 'Cross-match' system to automatically generate notices to employers who had reported wages for claimants that had a discrepancy with what the claimant had reported.

IWD is interested in vendor proposed solutions to help meet IWD goals.

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, Vendors 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. Vendors may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Vendors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

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

2.3 Downloading the RFP from the Internet

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

2.4 Procurement Timetable

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

2.5 Questions, Requests for Clarification, and Suggested Changes

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

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

2.6 Amendment to the RFP

The Agency reserves the right to amend the RFP at any time using an addendum. The Vendor 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 Vendors to amend their Proposals in response to the addendum.

2.7 Amendment and Withdrawal of Proposal

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

2.8 Submission of Proposals

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

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

2.9 Proposal Opening

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

2.10 Costs of Preparing the Proposal

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

2.11 No Commitment to Contract

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

2.12 Rejection of Proposals

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

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

2.13 Nonmaterial Variances

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

2.14 Reference Checks

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

2.15 Information from Other Sources

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

2.16 Verification of Proposal Contents

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

2.17 Proposal Clarification Process

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

2.18 Disposition of Proposals

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

2.19 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code chapter 22. Vendors 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 Vendor as non-confidential records unless Vendor requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.20 Form 22 - Request for Confidentiality

FORM 22 (see ATTACHMENT 3) MUST BE COMPLETED AND INCLUDED WITH VENDOR'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.

2.21 Copyright Permission

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

2.23 Vendor Presentations

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

2.24 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed and evaluated in accordance with Section 5 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Vendor offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Vendor(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 Vendors 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 Vendor 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 Vendor the Agency believes will provide the best value to the State.

2.26 No Contract Rights until Execution

No Vendor shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Vendor 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. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.28 Restrictions on Gifts and Activities

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

2.29 No Minimum Guaranteed

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

2.30 Post Solicitation Debriefing

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

2.31 Appeals

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

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

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

- 3.1.1** The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in a separate sealed envelope. The envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes (**and the outside of the entire RFP package**) shall be labeled with the following information:

RFP Number: RFP309MD31201
RFP Title: Fraud/Overpayment Detection System
Issuing Officer Name: Michael Drottz
Lead Agency Address: Iowa Workforce Development
1000 E. Grand Ave
Des Moines, IA 50319

[Vendor's Name and Address]

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

- 3.1.2** 1 Original, 1 Digital Copy on a USB Flash Drive, & 5 Copies of the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.

Technical Proposal Envelope Contents

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

Cost Proposal Envelope Contents

Original Cost Proposal and any copies
Cost Proposal on a USB Flash Drive

- 3.1.3** If the Vendor designates any information in its Proposal as confidential pursuant to Section 2, the Vendor 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 Vendor proposes more than one solution to the RFP specifications, each shall be labeled and submitted in a separate Proposal and each will be evaluated separately.

3.2 Technical Proposal

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

3.2.1 Transmittal Letter (Required)

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

3.2.2 Table of Contents

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

3.2.3 Executive Summary

The Vendor 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 Vendor 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 Vendor's plans for complying with the specifications of this RFP.

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

3.2.4 Mandatory Specifications and Scored Technical Specifications

The Vendor shall answer whether or not it will comply with each specification in Section 4 of the RFP. Where the context requires more than a yes or no answer or the specific specification so indicates, Vendor shall explain how it will comply with the specification. Merely repeating the Section 4 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Vendor cannot satisfy. If the Vendor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

3.2.5 Vendor Background Information

The Vendor shall provide the following general background information:

- 3.2.5.1** Does your state have a preference for instate vendors? Yes, or No. (Example: Providing to an in-state vendor a % advantage/discount off their cost proposal.) If yes, please include the details of the preference.
- 3.2.5.2** Name, address, telephone number, fax number and e-mail address of the Vendor including all d/b/a's or assumed names or other operating names of the Vendor and any local addresses and phone numbers.
- 3.2.5.3** Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company.
- 3.2.5.4** State of incorporation, state of formation, or state of organization.
- 3.2.5.5** The location(s) including address and telephone numbers of the offices and other facilities that relate to the Vendor's performance under the terms of this RFP.
- 3.2.5.6** Number of employees.
- 3.2.5.7** Type of business.
- 3.2.5.8** Name, address and telephone number of the Vendor's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.5.9** Name, address and telephone number of the Vendor's representative to contact regarding scheduling and other arrangements.
- 3.2.5.10** Name, contact information and qualifications of any subcontractors who will be involved with this project the Vendor proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 3.2.5.11** The successful Vendor will be required to register to do business in Iowa before payments can be made.
For vendor registration documents, go to:
<https://das.iowa.gov/procurement/vendors/how-do-business>

3.2.6 Termination, Litigation, Debarment

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

- 3.2.6.1** Has the Vendor had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- 3.2.6.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Vendor 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.
- 3.2.6.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice or activity.
- 3.2.6.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Vendor or its officers have been a party.
- 3.2.6.5** Any irregularities discovered in any of the accounts maintained by the Vendor on behalf of others. Describe the circumstances and disposition of the irregularities.

Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Vendor. Vendor 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 Vendor, following execution of the Contract.

3.2.7 Criminal History and Background Investigation

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

3.2.8 Acceptance of Terms and Conditions

By submitting a Proposal, Vendor 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 Vendor 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 Vendor's exceptions or responses materially alter the RFP, or if the Vendor submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

3.2.9 Certification Letter

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

3.2.10 Authorization to Release Information

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

3.2.11 Firm Proposal Terms

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

3.2.12 Addendums

Provide signed copy of posted RFP addendums.

3.2.13 Request for Confidentiality

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

3.3 Cost Proposal

The Vendor shall provide its Cost Proposal in a separately sealed envelope for the proposed goods and/or services.

3.3.1 Vendor Discounts

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

3.3.1.1 Prompt Payment Discount

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

3.3.1.2 Cash Discount

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 SPECIFICATIONS

Overview

The successful Vendor shall provide the goods and/or services to the State using the Contract in accordance with the specifications as provided in this Section. The Vendor 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, Vendor 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 Vendor. Proposals must identify any deviations from the specifications of this RFP or specifications the Vendor cannot satisfy. If the Vendor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

4.1 Mandatory (Pass/Fail) Specifications

All items listed in this section are Mandatory Specifications. Vendors must mark either “**yes**” or “**no**” to each specification in their Proposals. By indicating “yes” a Vendor agrees that it shall comply with that specification throughout the full term of the Contract, if the Vendor is successful. In addition, **if specified by the specifications or if the context otherwise requires, the Vendor shall provide references and/or supportive materials to verify the Vendor’s compliance with the specification.** The Agency shall have the right to determine whether the supportive information and materials submitted by the Vendor demonstrate the Vendor will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Vendor will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal. **Vendors may partner with other companies in order to meet these mandatory specifications. Vendors that decide to partner shall provide information about each such company including background, experience and expertise which helps meet the mandatory specifications. Vendors are responsible to assure that all work done by a partner company meets the requirements of the RFP and the resulting agreement with the State. Vendor must be able to meet the specifications of EACH Mandatory Specification in this section or the Lead Agency may reject the Proposal.**

- 4.1.1 The system must be able to use IWD provided data to cross-match claimant weekly wage information with employer quarterly wage information in order to provide a list/report of varying tiers of potential overpayments.
- 4.1.2 The Vendor must certify that the State of Iowa’s data will not be used for any purpose other than for this application.
- 4.1.3 The Vendor must provide a case management system with the ability to produce clear and accurate report based off data entered into the case management system by IWD staff.
- 4.1.4 The case management system must allow for the assignment of unique identifiers to cases or the use of ‘case numbers.’
- 4.1.5 The case management system must allow for the uploading and storage of documents.

- 4.1.6** The case management system must allow for users with different roles to have varying but defined levels of security/access.

4.2 Scored Technical Specifications

All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the evaluation committee in accordance with Section 4. For each specification within Section 4.2, Vendors shall provide a short narrative and give examples pertaining to how they will meet the specification. Where helpful, Vendors are encouraged to include screen capture images, use case diagrams, swim lane diagrams, and business process diagrams to illustrate how the Vendor proposed solution meets a specific specification.

4.2.1 Experience

Describe Vendor's experience in providing the development, implementation, and ongoing support for the type of service relevant to the requirements of this RFP.

Your response may include, but is not limited to:

- Number of years in business.
- Number of years' experience with providing the type of service sought by this RFP.
- Description of the level of technical experience in providing the type of service sought by this RFP.
- List of all services similar to those sought by this RFP that the Vendor has provided to other governmental entities.
- Contact information from three (3) or more previous customers or clients knowledgeable of the Vendor's performance in providing a service similar to the service described in this RFP. Include contact name, address, phone, and email address & a brief description of the work Vendor did for the reference. State expects to contact references.

4.2.2 Case Management System

Provide description of the Vendor's proposed fraud investigation/cross-match tool that will assist the State of Iowa with the prevention, detection, case management, adjudication, and recovery of overpaid claimant unemployment insurance benefits. The tool/system will be expected, at a minimum, to meet the Mandatory (Pass/Fail) Specifications in RFP Section 4.1.

Such a system may also provide, but not be limited to, the features listed below. Please describe how the proposed system may or may not provide the following features:

- Provide access and links to incarceration and deceased records as well as the creation of cases within the case management system from such reports.
- Allow users to access lists/reports of varying types and tiers of potential overpayments as well as the creation of cases within the case management system from such reports.
- Allow for various levels of user access with different types of dashboard based on those users' access.
- Provide users a dashboard with which users can easily navigate and sort cases.
- Allow for users to enter in case notes up to or exceeding 10,000 characters.

- Allow automation of data entry by allowing overpayments entered into case management system to update IWD 3rd party overpayment tracking software – (Great Plains software).
- Allow for auto populating various fields on forms based off data entered into the case management system by IWD staff.

4.2.3 General System Attributes

Such a system may provide, but not be limited to, features listed below. Please describe how the proposed system may or may not provide the following features:

- User customer service during the hours of 8:00 AM to 4:30 PM Central Standard Time.
- A customizable automated distribution of case load among staff.
- Search and sort features for reports as well as for cases in the case management system.
- Allow system interaction with National Directory of New Hires database and State Directory of New Hires database.
- Ability for other IWD 3rd party vendors to access data provided by IWD or IWD users.
- A dedicated team to address user issues and/or upgrades.
- Able to run weekly data updates with data provided by IWD.
- Ability to report to and receive information from the national Suspicious Actor Repository.
- Ability to add data sources as they become available for purposes of analysis.
- Ability to provide IWD with access to any and/or all data as requested for up to 1 year after expiration of contract.
- Ability to cross-match IWD claimant information with incarceration and deceased persons' records.

4.2.4 Reports

Such a system may provide, but not be limited to, the following features. Please describe how the proposed system may or may not provide the following reporting features:

- Allow users to customize lists/reports using various data points from and including but not limited to claimants' weekly filed claim, claimants' new/additional claims, and employers' quarterly wage reports.
- Allow re-running of lists/reports on prior quarters to detect new claimant wages previously unreported by employers.
- Ability to create 'hits' off IWD data cross-matched with incarceration and deceased reports records.
- Ability to create reports/lists of employers believed to be committing SUTA dumping.
- Ability to create customizable reports based off user data and usage.
- Ability to create reports/lists of employers believed to be fictitious (shell company).

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 benefit to the State. Agency will not necessarily award the Contract to the Vendor offering the lowest cost to the Agency. Instead, the Agency will award to the Vendor whose Responsive Proposal the Agency believes will provide the best value to the State.

5.2 Evaluation Committee

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

5.3 Technical Proposal Evaluation and Scoring

All Technical Proposals will first be reviewed to determine if they comply with the Mandatory Specifications. The Technical Proposals will then be evaluated and scored on the Scored Technical Specifications described in Section 4.2. To be deemed a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of Section 4.1 and include supportive materials as required to demonstrate the Vendor will be able to comply with the Mandatory (Pass/Fail) Specifications in that section and
- Obtain the minimum score required for the Section 4.2 Scored Technical Specifications.

Each section of the Scored Technical Specifications is shown below with the corresponding scores available for each section.

Scored Technical Specifications

- Case Management System.....200 points
- General System Attributes200 points
- Reports150 points
- Vendors Experience in this area.....50 points
- Total Score for all Scored Technical Specifications.....600 points

Must achieve a minimum of 300 points on the Technical Review to be considered and have their cost proposal evaluated.

Scored Cost Proposal

- Total Score for the Cost Proposal.....400 points
- Total Score of Response to RFP #309MD31201.....1000 points

5.4 Cost Proposal Scoring

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

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

- 1) The Cost Proposals will be ranked from least to most expensive.
- 2) The least expensive Cost Proposal shall receive the maximum number of points available.
- 3) To determine the number of points to be awarded to all other Cost Proposals, the least expensive Cost Proposal will be used in all cases as the numerator. Each of the other Cost Proposals will be used as the denominator per the example below.
- 4) The percentage will then be multiplied by the maximum number of available points and the resulting number will be the cost points awarded to other compliant Vendors. Percentages and points will be rounded to the nearest whole value.

Example:

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

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

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

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

5.5 Total Score

The compliant Vendor's Technical Proposal points will be added to its Cost Proposal points to obtain the total points awarded for the Proposal.

5.6 Tied Score and Preferences

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

5.6.2 Notwithstanding the foregoing, if a tied score involves an Iowa-based Vendor or products produced within the State of Iowa and a Vendor based or products produced outside the State of Iowa, the Iowa Vendor will receive preference. If a tied score involves one or more Iowa Vendors and one or more Vendors outside the state of Iowa, a drawing will be held among the Iowa Vendors only.

- 5.6.3** In the event of a tied score between Iowa Vendors, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Vendors have complied with ESGR standards. Preference, in the case of a tied score, shall be given to Iowa Vendors complying with ESGR standards.
- 5.6.4** Second preference in tied scores will be given to Vendors based in the United States or products produced in the United States over Vendors based or products produced outside the United States.
- 5.6.5** Preferences required by applicable statute or rule shall also be applied, where appropriate.

SECTION 6 CONTRACT TERMS AND CONDITIONS

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 by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the Terms and Conditions, the offer of the successful Vendor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Vendor to the provisions or terms and conditions of the RFP or the Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Vendor's objection or amendment in writing.

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

By submitting a Proposal, Vendor acknowledges its acceptance of the terms and conditions of the RFP and the Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Vendor takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or Terms and Conditions language it proposes to include in place of the provision (see Attachment 6 – Exceptions to T&Cs at end of RFP). If Vendor's exceptions or proposed responses materially alter the RFP, or if the Vendor submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

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

- 6.1.1** Issue a Notice of Intent to Award in favor of the successful Vendor, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Vendor in its Proposal;
- 6.1.2** Issue a Notice of Intent to Award in favor of the successful Vendor, and identify in the Notice proposed modifications to terms and conditions identified by the Vendor in its Proposal with which the agency will or will not agree or further negotiate;

6.1.3 Enter open-ended negotiations with the successful Vendor; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Vendor in its Proposal;

6.1.4 Change the Agency's recommendation for Award and issue a Notice of Intent to Award to a Vendor whose proposal does not pose as great of a challenge to the Agency.

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

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

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

6.2.1 Indemnification

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

6.2.2 Limitation of Liability

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

6.2.3 Jurisdiction and Venue

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State's attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General's authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in

another state, and cannot agree to participate in any form of alternative dispute resolution.

6.2.4 Confidentiality

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

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

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

6.3 Special Terms and Conditions

6.3.1 Term Length

The Contract shall have an initial term of one year (1), not to exceed six (6) years, beginning on the date of contract execution (the **“Effective Date”**). At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of one year (1), not to exceed a total contract term of six (6) years of additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise each option no later than sixty (60) days before the end of the Contract’s then-current term.

6.3.2 Payment Terms

6.3.2.1 Payment Methods

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

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

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

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

6.3.2.3 State Warrant

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

6.3.2.4 Credit card or ePayables

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

6.3.2.5 Terms and Conditions for State of Iowa Purchasing Cards

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

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

6.3.2.6 Payment Terms

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

6.3.2.7 Vendor Discounts

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

6.3.2.8 Prompt Payment Discount

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

6.3.2.9 Invoices

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

6.3.3 Insurance

The Contract will require the successful Vendor 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

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

6.4 Order of Precedence

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

**Attachment # 1
Certification Letter**

Alterations to this document are prohibited, see section 2.12.14.

[Date]

**Issuing Officer Name: Michael Drottz
Agency: Iowa Workforce Development
Agency Address: Iowa Workforce Development
1000 Grand Ave
Des Moines IA 50319**

Re: RFP 309MD31201 - PROPOSAL CERTIFICATIONS

Dear Michael Drottz:

I certify that the contents of the Proposal submitted on behalf of **[Name of Vendor]**_____ (Vendor) in response to **Agency** for **RFP 309MD31201** for **IWD Fraud/Overpayment Detection System** are true and accurate. I also certify that Vendor has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of Vendor expressly authorized to make the following certifications in behalf of Vendor. By submitting a Proposal in response to the RFP, I certify in behalf of the Vendor 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 Vendor 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 Vendor to induce any other Vendor 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 Vendor and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

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

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

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

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

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(4) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Vendors 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 Vendor certifies the following: (check the applicable box)

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

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

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

[Date]

Issuing Officer Name: Michael Drottz
Agency: Iowa Workforce Development
Agency Address: Iowa Workforce Development
1000 E Grand Avenue
Des Moines IA 50319

Re: **RFP 309MD31201** - AUTHORIZATION TO RELEASE INFORMATION

Dear Michael Drottz:

[Name of Vendor]_____ **(Vendor)** hereby authorizes the **Agency** ("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 Vendor in response to **RFP 309MD31201**.

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

The Vendor 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 Vendor in response to the RFP.

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

The Vendor 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 Vendor's Proposal. The Vendor 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 Vendor 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 Vendor in response to RFP.

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

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

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

1. Confidential Treatment Is Not Requested

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

2. Confidential Treatment of Information is Requested

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

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

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

Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Vendors may not request confidential treatment with respect to pricing information and transmittal letters. A Vendor’s request for confidentiality that does not comply with this form or a Vendor’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Vendor’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 Vendor has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Vendor shall, at its sole expense, appear in such action and defend its request for confidentiality. If Vendor fails to do so, Agency may release the information or material with or without providing advance notice to Vendor and with or without affording Vendor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Vendor fails to comply with the request process set forth herein, if Vendor’s request for confidentiality is unreasonable, or if Vendor rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Vendor and with or without affording Vendor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

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

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

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

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

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

Part 2 - Confidential Treatment is Requested

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

NOTE:

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

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

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

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

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

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

Company

RFP Number

RFP Title

Signature (required)

Title

Date

**Attachment #4
Response Check List**

RFP REFERENCE SECTION & DESCRIPTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
3. One (1) original and 5 Copies of the Proposal and One (1) electronic copy on USB Flash Drive			
3. One (1) Public Copy with Confidential Information Excised			
3. Transmittal Letter			
3. Executive Summary (Signed)			
3. Specifications			
3. Vendor Background Information			
3. Terminations			
3. Acceptance of Terms and Conditions			
3. Certification Letter			
3. Authorization to Release Information			
3. Firm Proposal Terms			
4. Mandatory Specifications			
4. Scored Technical Specifications			
Form 22 – Request for Confidentiality			
COST PROPOSAL (submitted in a separate, sealed envelope.)			
One (1) original and five (5) copies of the Cost Proposal and One (1) electronic copy on USB Flash Drive			

ATTACHMENT #5
Cost Proposal

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

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

Deliverable Item	Firm US Dollars
TOTAL COST:	

Attachment #6
Exceptions to Terms and Conditions

Proposed exceptions should be listed in this attachment of Vendor’s proposal. Any proposed exceptions should be in a table similar to the one below:

Section #	Original Text Referenced	Proposed Language	Reason for Exception