

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

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| TITLE OF RFP: | Electronic Access Card Payment System for Unemployment Insurance | RFP Number: | 309MD24001 |
| Agency: | Iowa Workforce Development | | |
| State seeks to acquire: | Electronic Access Card Payment System | Available to Political Subdivisions? | No |
| Number of mos. or yrs. of the initial term of the contract: | 2 years | Number of possible annual extensions: | 4 |
| Initial Contract term beginning: | Date: 04/01/2020 | Ending: | Date: 03/31/2022 |
| State Issuing Officer: Michael Drottz | | | |
| Name: Michael Drottz | | | |
| Phone e-Mail: Michael.drottz@iwd.iowa.gov | | | |
| Mailing Address: Iowa Workforce Development Attn: Michael Drottz 1000 East Grand Avenue Des Moines, Iowa 50319 | | | |
| PROCUREMENT TIMETABLE—Event or Action: | | | Date/Time (Central Time): |
| State Posts Notice of RFP on TSB website | | | 08/28/2019 |
| State Issues RFP | | | 08/30/2019 |
| RFP written questions, requests for clarification, and suggested changes from Respondents due: | | | 09/20/2019 |
| Agency's written response to RFP questions, requests for clarifications and suggested changes due: | | | 10/08/2019 |
| Proposals Due Date: | | | 11/01/2019 |
| Proposals Due Time: | | | 3:00PM |
| Anticipated Date to issue Notice of Intent to Award: | | | 12/03/2019 |
| Anticipated Date to execute contract: | | | 12/15/2019 |
| 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, & 2 Copies | |
| Firm Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm: | | 180 Days | |

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| SECTION 1 INTRODUCTION |
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1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 5 of this RFP to IWD identified on the RFP cover sheet. IWD intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and IWD, 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:

“Account” means a compilation of all information regarding a Claimant’s receipt of Unemployment Insurance (UI) benefits payments by Electronic Access Card (EAC), including the record of the amounts of money made available to the Claimant, the record of the Claimant’s transactions with his/her EAC and any other debits or credits charged to the Claimant, and the amount of money available to the Claimant through their EAC at any given time.

“Agency” means IWD identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract. For the purposes of this RFP, Iowa Workforce Development is listed as IWD.

“APO” Army Post Office

“API” Application Programming Interface

“ATM” Automated Teller Machine – Device that accepts EACs and, when activated by a Cardholder through use of a magnetic stripe on an EAC, is capable of dispensing currency directly from such device and responding to Account inquiries.

“Benefit Year” The 52 consecutive calendar weeks beginning with the week for which an individual files a valid new claim for UI benefits.

“Bid Proposal or Proposal” means a Contractor’s offer in response to this RFP.

“Cardholder” means the UI Claimant who has been issued an EAC.

“Claim” A claim for UI benefits that establishes an entitlement to monetary benefits provided that the Claimant meets all other ongoing provisions for eligibility.

“Claimant” means the person filing an unemployment insurance claim.

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

“Contractor” means the successful Respondent to this RFP.

“Credit” means UI benefit payments deposited to a Cardholder’s Account, or a refund from a merchant.

“CSR” Customer Service Representative

“Days” All references to days shall be calendar days unless specified otherwise.

“Department” Iowa Department of Administrative Services, an agency of the State of Iowa

“EFT” Electronic Fund Transfer is the transfer of funds from one bank account to another bank account utilizing the ACH Network.

“EAC” Electronic Access Card – For purposes of this RFP, an EAC is an electronic access card that the Cardholder may use to electronically access his/her UI benefits, and which functions by directly or indirectly debiting an Account established for Cardholder by a financial institution to receive EFTs from IWD.

“Extended Benefits” Special programs designed to address periods of high unemployment.

“FDIC” Federal Deposit Insurance Corporation

“FPO” Fleet Post Office

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

“IVR” Interactive Voice Response System - A transaction system allowing phone callers to use an ordinary telephone to interact with a computer through speech or dialed instructions. Each response by the caller triggers another recorded message until the transaction is completed.

“IWD” Iowa Workforce Development, a State of Iowa agency, or a representative of IWD, e.g., State Treasurer, Department of Administrative Services

“Load” means the dollar value transferred to, or credited, to a Cardholder’s account as determined by IWD.

“NACHA” National Automated Clearing House Association, a not-for-profit association that represents more than 11,000 financial institutions through direct memberships, a network of regional payments associations, and 650 organizations through its industry councils. NACHA develops operating rules and business practices for the Automated Clearing House Network (ACH) and for electronic payments in the areas of Internet commerce, electronic bill and invoice presentment and payment, e-checks, financial electronic data interchange, international

payments, and electronic benefits services. The Web site for ACH Rules online is:
<http://www.achrulesonline.org/>.

“NCUSIF” National Credit Union Administration – Share Insurance Fund

“PIN” means Personal Identification Number – A number associated with the EAC that is known only to the Cardholder and the EAC issuer. This number is used for verification of Cardholder identity.

“POS” means Point of Sale/Service - A retail establishment or Internet location from which Cardholders can purchase goods or services using their EACs.

“PPD” means Pre-Authorized Payment and Deposit - A NACHA format for transmitting payment related data.

“Program” means the provision of EAC services for UI benefit payments as contemplated by and described in this RFP.

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

“Refund” means when money is returned to the Cardholder’s Account. An example would be when a merchant issues a credit for merchandise returned to the merchant by the Cardholder.

“Regulation E” means a federal regulation found at 12 CFR Part 205, which was issued by the Board of Governors of the Federal Reserve System pursuant to the Electronic Fund Transfer Act (15 U.S.C. § 1693 et seq.) and establishes the basic rights, liabilities, and responsibilities of consumers who use EFT services and of financial institutions that offer these services. The primary objective is the protection of individual consumers engaging in EFTs.

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

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

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

“Reversal” Consistent with NACHA regulations, which means the process of removing money from a Cardholder’s account due to an error.

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

“Selected Contractor” means the Contractor awarded any Contract resulting from this solicitation.

“Settlement Date” means the date an Originator enters on an ACH file to indicate the date they intend the transactions to post (effective date); and the date entries actually settle through the ACH Operator, as affected by the timing of delivery for processing.

“Specifications” means the requirements IWD identified as part of the RFP process. The Contractor will be provided the opportunity to respond to each Specification

“State” means the State of Iowa, IWD 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.

“TRA” means Trade Readjustment Allowance

“TTY” Teletypewriter is a common name for telecommunications device for the deaf.

“UI” means Unemployment Insurance payments

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 IWD’s benefit and is intended to provide Iowa Workforce Development (IWD) with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

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

Respondents will be required to submit their Proposals in hardcopy and on digital media (i.e. CD, USB drive, etc.). It is IWD’s intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 6, Evaluation and Selection.

1.4 Background Information

Who We Are

Iowa Workforce Development (IWD) is the State of Iowa Agency that administers the Unemployment (UI) Insurance Program for the State of Iowa.

What We Do

IWD works with claimants, employers, Federal and State Agencies on an inter-state and intra-state basis to manage and execute the UI Program with a level of quality, accuracy, and

consistency that meets and/or exceeds the United States Department of Labor and State of Iowa standards.

Once an unemployed individual has filed an application for UI benefits, has been determined to be eligible for benefits, and the amount of benefits to be received has been determined, IWD issues a payment to the Claimant on a weekly basis for weeks of unemployment or reduced employment for which eligibility requirements are met until the Claimant is again fully employed; the maximum amount of benefits is exhausted; or the Benefit Year ends. All claims for unemployment benefits are in effect for a Benefit Year. Full benefits are currently paid at 26 times the weekly benefit amount or 39 times the weekly benefit amount for plant closings. The Claimant may file for partial weeks of unemployment benefits which would extend the number of weeks filed beyond 26 weeks. In addition, benefits paid for special programs such as State and federal extended benefits, Trade Readjustment Act and Disaster Unemployment Assistance may extend payments beyond 26 weeks. If the maximum amount of benefits is paid before the expiration of the Benefit Year, the recipient is not eligible to file a new claim until that Benefit Year ends.

Reason for RFP

IWD is requesting Proposals from Contractors to work with the IWD's Unemployment Insurance Division in utilizing electronic banking services for the disbursement of UI payments via an EAC that is VISA or MasterCard branded.

Iowa offers options to our customers to receive their benefit payments by direct deposit into their own personal checking or savings account or deposited on an Electronic Access Card (EAC). This RFP will give Iowa the ability to continue to offer payments to be deposited on an EAC. The current contract that we have in place will expire on March 31, 2020.

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| SECTION 2 ADMINISTRATIVE INFORMATION |
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2.1 Issuing Officer

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

2.2 Restriction on Communication

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

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

2.3 Downloading the RFP from the Internet

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

2.4 Procurement Timetable

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

2.5 Questions, Requests for Clarification, and Suggested Changes

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

IWD 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

IWD 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 IWD issues an addendum after the due date for receipt of Proposals, IWD may, in its sole discretion, allow Respondents to amend their Proposals in response to the addendum.

2.7 Amendment and Withdrawal of Proposal

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

2.8 Submission of Proposals

IWD 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 IWD. Any Proposal received after this deadline will be rejected and returned unopened to the Respondent.** Respondents sending Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

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

2.9 Proposal Opening

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

2.10 Costs of Preparing the Proposal

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

2.11 No Commitment to Contract

IWD 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 IWD to award a contract.

2.12 Rejection of Proposals

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

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

2.13 Nonmaterial Variances

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

in the specifications of the RFP. In the event IWD 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 IWD.

2.14 Reference Checks

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

2.15 Information from Other Sources

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

2.16 Verification of Proposal Contents

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

2.17 Proposal Clarification Process

IWD 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. IWD 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 IWD. An individual authorized to legally bind the Respondent shall sign responses to any request for clarification. Responses shall be submitted to IWD within the time specified in IWD's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.18 Disposition of Proposals

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

2.19 Public Records and Requests for Confidential Treatment

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

- 2.20 Form 22 - Request for Confidentiality**
FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.
- 2.21 Copyright Permission**
By submitting a Proposal, the Respondent agrees that IWD 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. IWD 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 IWD based on any misunderstanding concerning the information provided in the RFP or concerning IWD's failure, negligent or otherwise, to provide the Respondent with pertinent information in this RFP.
- 2.23 Evaluation of Proposals Submitted**
Proposals that are timely submitted and are not rejected will be reviewed and evaluated in accordance with Section 6 of the RFP. IWD will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, IWD will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal IWD believes will provide the best value to IWD and the State.
- 2.24 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 IWD. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, IWD, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent IWD believes will provide the best value to the State.
- 2.25 No Contract Rights until Execution**
No Respondent shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and IWD.
- 2.26 Choice of Law and Forum**
This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. 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.
- 2.27 Restrictions on Gifts and Activities**

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. 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.

2.28 Post Solicitation Debriefing

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

2.29 Appeals

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

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| SECTION 3 FORM AND CONTENT OF PROPOSALS |
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3.1 Instructions

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

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

RFP Number: 309MD24001

RFP Title: Electronic Access Card Payment System

Iowa Workforce Development
Attn: Michael Drottz
1000 East Grand Avenue
Des Moines, Iowa 50319

IWD 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, & 2 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 digital media

Electronic Public Copy on same digital media (if submitted)

Cost Proposal Envelope Contents

Original Cost Proposal

Cost Proposal on digital media

- 3.1.3** 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 in a separate Proposal and each will be evaluated separately.

3.2 Technical Proposal

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

3.2.1 Transmittal Letter (Required)

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

3.2.2 Table of Contents

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

3.2.3 Executive Summary

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

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

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

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

3.2.4 Mandatory Specifications and Scored Technical Specifications

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

3.2.5 Respondent Background Information

The Respondent shall provide the following general background information:

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

- 3.2.5.2** Form of business entity, e.g., 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 Respondent'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 Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.5.8** Name, address and telephone number of the Respondent'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 Form 22 this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 3.2.5.10** Respondent's accounting firm.
- 3.2.5.11** The successful Respondent will be required to register to do business in Iowa before payments can be made.
For vendor registration documents, go to:
<https://das.iowa.gov/procurement/vendors/how-do-business>

3.2.6 Experience

The Respondent must provide the following information regarding its experience:

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

services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

3.2.7 Personnel

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

3.2.7.1 Full name.

3.2.7.2 Education.

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

3.2.8 Termination, Litigation, Debarment

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

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

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

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

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

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

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

3.2.9 Acceptance of Terms and Conditions

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as

otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, IWD may reject the Proposal, in its sole discretion.

3.2.10 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.

3.2.11 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 IWD.

3.2.12 Firm Proposal Terms

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

3.3 Cost Proposal

The Respondent shall provide its Cost Proposal in a separately sealed envelope for the proposed goods and/or services. See Attachment #5.

3.3.1 Payment Methods

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

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 Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa's Terms of Pcard Acceptance.

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

Respondents 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 Contractor.

3.3.3 Respondent Discounts

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

3.3.3.1 Prompt Payment Discount

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

3.3.3.2 Cash Discount

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 SCOPE OF WORK

4.1 Overview

Iowa Workforce Development facilitates the unemployment insurance payments for the state. IWD is requesting Proposals from Contractors to work with the IWD's Unemployment Insurance Division in utilizing electronic banking services for the disbursement of UI payments via an EAC that is VISA or MasterCard branded.

The state's primary project goals are to 1) provide a EAC option to claimants for access to payments, 2) reduce fraud in unemployment insurance, and 3) decrease the amount of time a claimant needs to wait for benefit payments when eligible.

Currently the Department issues UI payments for IWD five (5) days a week by Electronic Access Card (EAC) or direct deposit. All Claimants are offered the choice of EAC or Direct Deposit as a method of UI claims payment when the initial claim for benefits is filed. In 2018, IWD issued payments totaling \$373,291,433.04 and filed 164,969 initial unemployment claims. In 2020, we are estimating those numbers to be similar.

More information about IWD and its services may be found at www.iowaworkforcedevelopment.gov. Specific information regarding unemployment insurance may be found at <https://www.iowaworkforcedevelopment.gov/2019-unemployment-insurance-claimant-handbook>

4.2 Response

The Responsible Contractor must demonstrate a thorough and cohesive understanding of the project requirements and the overall project solution. The Responsible Contractor must provide a detailed response of their ability to meet the requirements as set forth in Section 4.2 and respective attachments or exhibits. Sections 4.2.1 & 4.2.2 below describe how to respond to each requirement. A template that should be used to respond to each requirement can be found in Attachment # 6 (Mandatory Specifications) and Attachment #7 (Scored Technical Specifications). Supporting comments should be provided for each requirement and may be provided for each requirement as an attachment to the Proposal.

4.2.1 Mandatory Specifications

When responding to the Mandatory Specifications in Section 5.1, please provide a response to the "Specification Met" column by identifying whether the requirement will be met by entering a "Yes" or "No". Each specification with a corresponding "Yes" in the "Specification Met" column must be addressed with a response in the "details" column to provide additional information on how this specification will be met.

4.2.2 Scored Specifications

When responding to the Scored Specifications in section 5.2, please provide a response to the "Specification Met" column by identifying whether the specification will be met by entering a "Yes" or "No". Each specification with a corresponding "Yes" in the

“Specification Met” column must be addressed with a response in the “details” column to provide additional information on how this specification will be met.

4.3 Requirement for Specifications

4.3.1 Mandatory Specifications (defined in section 5.1)

The Responsible Contractor must provide the goods and/or services to the State in accordance with the **Mandatory Specifications** as provided in section 5.1. All items listed in in section 5.1 **are Mandatory Specifications**.

4.3.2 Scored Specifications (defined in section 5.2)

The Responsible Contractor must provide the goods and/or services to the State in accordance with the **Scored Specifications** as provided on in section 5.2. All items listed in section 5.2 **are Scored Specifications**. The Scored Specification are separated into sections as described below:

- Functional
- Distribution of EAC and Informational Material
- Use of EAC
- Cardholder Costs & Fees
- Customer Service & IVR
- Reporting & Security
- Disaster Recovery Plan
- General Requirements

SECTION 5 SPECIFICATIONS

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

The Respondent should respond to the Mandatory Specifications and Scored Specifications using the format in Attachment # 6 (Mandatory Specifications) and Attachment #7 (Scored Technical Specifications). The respondent should include each item in section 5.1 and 5.2 and should label each item according to the number in sections 5.1 and 5.2. For example: 5.2.1.3

5.1 Mandatory Specifications

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

- 5.1.1** The Selected Contractor must be able to provide evidence of certification and/or membership in good standing and compliance with FDIC or NCUSIF rules and regulations upon request.
- 5.1.2** There should be no cost of the Program to IWD. All costs incurred for the EAC will be covered by the Selected Contractor.
- 5.1.3** Each Cardholder Account shall be FDIC or NCUSIF insured.
- 5.1.4** The Selected Contractor must be directly or indirectly affiliated with either VISA or MasterCard and be EFT capable using NACHA standards.
- 5.1.5** The Selected Contractor must store data in the continental United States.

- 5.1.6 Selected Contractor shall be solely responsible for compliance with all Regulation E requirements arising out of or related to the Program and any contract between Selected Contractor and IWD, including those that may apply specifically to government programs.
- 5.1.7 Selected Contractor must have headquarters of physical bank location in continental United States.
- 5.1.8 Selected Contractor must have prior experience with an EAC contract with another government entity.

5.2 Scored Technical Specifications

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

5.2.1 Scored Specifications: Functional

- 5.2.1.1 IWD should have the right to approve the name, design, content (including activation sticker), and graphics of the EAC. Describe your process in gathering this feedback from IWD.
- 5.2.1.2 IWD should own all intellectual property rights in and to the EAC design including the activation sticker, with the exception of the Visa/MasterCard trademarks/service marks.
- 5.2.1.3 Contractor should be able to use the Electronic Funds Transfer (EFT) network to transfer funds to individual Cardholder Accounts.
- 5.2.1.4 The EAC should be compatible with an operating ATM network, and allow for withdrawal of cash through a normal ATM transaction in Iowa, nationally and internationally.
- 5.2.1.5 The Contractor should not deny any Claimant referred by IWD for participation in the Program unless required by state or federal law or regulations, or required or requested by IWD.
- 5.2.1.6 The Contractor will provide a monthly statement for each Cardholder in compliance with Regulation E. The Cardholder should be given the option of an electronic or paper statement at no cost.
- 5.2.1.7 At a minimum, the Contractor should provide all marketing and instructional materials for Claimants in English and Spanish. IWD should have the right to approve all marketing materials in advance. Samples from previous clients should be included in Contractor's Proposal.
- 5.2.1.8 Selected Contractor should agree to IWD approval prior to release of any Program- related information or material that Contractor makes available to the public via the Internet. Such material should comply with the State's

accessibility standards. Additional information is available at http://das.ite.iowa.gov/standards/enterprise_it/index.html.

- 5.2.1.9** Upon request, the Contractor should submit samples of all Web pages, statements, dispute forms, and any other forms related to the EAC process.
- 5.2.1.10** The Contractor should provide IWD staff multiple test Accounts for real time testing of EACs and processes for acceptance testing prior to implementation.
- 5.2.1.11** The Contractor will use an industry standard electronically secure data connection, which allows IWD and the Contractor to transmit Account information on a daily basis. IWD has the right to test, verify and approve the electronically secure data connection prior to entering into a contract with Selected Contractor.
- 5.2.1.12** Contractor should follow all NACHA and Department of Labor rules applicable to the Program. Contractor should have the capabilities necessary to accept data elements and character lengths to establish Accounts and process payment transactions.
- 5.2.1.13** Contractor should accept IWD changes to data elements and character lengths that may occur during the term of the Contract. Possible data elements include, but are not limited to:

| Data Element | Character Length |
|------------------------------|-------------------------|
| Department Code | 2 |
| Budget Fiscal Year | 4 |
| Fund | 4 |
| Agency | 3 |
| Organization | 4 |
| Sub-Organization | 2 |
| Activity | 4 |
| Function | 4 |
| Object | 4 |
| Sub-Object | 2 |
| General Report Category | 8 |
| Agency Report Category | 4 |
| Bal Sheet Account | 4 |
| Contractor Code | 11 |
| Amount | 14 |
| SSN | 9 |
| Claim Number (maximum of 20) | 20 |

| | |
|------------------------|----|
| Name | 35 |
| Address 1 | 35 |
| Address 2 | 35 |
| Address 3 | 35 |
| Address 4 | 35 |
| Zip Code | 9 |
| Filler | 10 |
| Filler | 11 |
| AD Trans Code | 2 |
| AD Transit Route | 8 |
| AD Transit Check Digit | 1 |

5.2.1.14 The Contractor should provide APIs for IWD to interface with, in order to perform the following operations. These operations should have the capability to be automated and be performed as frequently as multiple times every day. IWD should submit transactions to the Selected Contractor according to NACHA Preauthorized Payment and Deposit (PPD) format. The operations would include but is not limited to the following:

- 5.2.1.14.1** Set up new Accounts and issue EAC's.
- 5.2.1.14.2** Perform account maintenance like name changes, address changes, etc. to update Account information.
- 5.2.1.14.3** Cardholder address changes. This will be initiated by IWD.
- 5.2.1.14.4** Make payments. Payment information containing deposits and other required identifying information, including IWD fund code under which the payment is made. IWD will provide the Selected Contractor with a listing of the fund code numbers and their definitions.
- 5.2.1.14.5** Verify if an account or list of accounts is valid

5.2.1.15 The Contractor should provide a report or list containing the total dollar amount of deposits for the payment requests sent the same day.

5.2.1.16 The Contractor should have a process in place to receive payment records and debit card requests multiple times during a day, in the event the original request failed due to unforeseen circumstances.

5.2.1.17 The Contractor should provide a list of the available APIs related to debit card operation and account maintenance.

5.2.1.18 The Contractor should provide a fully functioning test environment for IWD to interface with, during the life of the contract.

5.2.1.19 Contractor should notify IWD within four (4) hours of any failure in the payment processing operation lasting four (4) hours or more. Contractor will notify persons by telephone, fax or email as instructed by IWD. This includes any

failure of depositing funds into Cardholders' Accounts and the Cardholders' ability to use funds in the Accounts. Contractor should reimburse IWD for all expenses related to the correction or recovery of any failure of the payment processing operation.

- 5.2.1.20** Contractor should notify IWD within twenty-four (24) hours if Contractor becomes aware of any possible or anticipated event or situation that could reasonably be expected to adversely affect the Program. Contractor will notify persons by telephone, fax or email as instructed by IWD.
- 5.2.1.21** Contractor should notify IWD 90 days in advance of changes in policy and procedures which may affect this RFP, resulting contract or Cardholder's agreement. No such changes can violate the terms of this RFP or resulting contract.

5.2.2 Scored Distribution of EAC and Informational Material Specifications

- 5.2.2.1** The Contractor should be responsible for the creation, issuance, replacement and reissuance of all EACs at no cost to IWD.
- 5.2.2.2** Provide a description of the information offered to each Cardholder during distribution of the EAC. Include a sample of the information that will be received by the Cardholder.
- 5.2.2.3** All EACs will be FDIC or NCUSIF insured. No fees associated with this will be passed on to IWD or Cardholder.
- 5.2.2.4** Describe the EAC distribution process, including the maximum time from the IWD notification to set up the Account until mailing of the EAC and instructional materials to the Cardholder.
- 5.2.2.5** The Contractor should ensure only one (1) EAC will be issued to a single Cardholder.
- 5.2.2.6** Contractor should allow each Cardholder a minimum of one (1) replacement (e.g. lost, stolen, damaged) and one (1) reissued (e.g. name change) EAC for each twelve (12) month period at no cost to IWD or the Cardholder.
- 5.2.2.7** The Contractor will be responsible for sending all EACs to the claimants via first class mail.
- 5.2.2.8** All postage and mailing costs associated with distribution of the EAC and related materials are the responsibility of the Contractor.
- 5.2.2.9** Contractor should provide to Cardholders free of charge:
 - 5.2.2.9.1** A map of Contractor's ATMs and direct teller sites located in Iowa, nationally and internationally

- 5.2.2.9.2** A map with locations of all ATMs where free services are available in and outside of the State
- 5.2.2.9.3** A method to locate an ATM or branch location via a toll-free live customer service telephone service and a Website.
- 5.2.2.10** Contractor should provide Cardholder with notice of any and all possible fees at the time the EAC is issued to the cardholder. A sample is to be provided to IWD for approval prior to distribution.
- 5.2.2.11** Contractor should notify IWD of undelivered EACs.

5.2.3 Scored Specifications: Use of EAC

- 5.2.3.1** Contractor should provide instructions to Cardholder explaining how to activate EAC; via IVR, ATM, Customer Service Center, etc.
- 5.2.3.2** The Contractor should provide an alternative EAC activation method if the Cardholder is not able to access a phone.
- 5.2.3.3** Contractor should provide Cardholders access to funds immediately upon EAC activation.
- 5.2.3.4** Contractor should provide IWD with online access of EAC and Cardholder information to determine EAC status (card sent, activated, frozen, Cardholder address, etc.)
- 5.2.3.5** The Contractor should define the following Account terms and processes related to such Accounts:
 - 5.2.3.5.1** Inactive Account
 - 5.2.3.5.2** Frozen Account
 - 5.2.3.5.3** Cancelled account
 - 5.2.3.5.4** Active Account
 - 5.2.3.5.5** Closed Account
 - 5.2.3.5.6** All other Account terminology and processes
- 5.2.3.6** Describe the process of closed or inactivated accounts. Include in this description what occurs with any funds remaining at the time of closure or inactivation.
- 5.2.3.7** The Contractor should deactivate an Account within 24 hours of notification by IWD or the Cardholder. Selected Contractor and IWD will jointly develop processes and procedures for deactivating and reactivating Accounts.
- 5.2.3.8** The EAC should have no line of credit. Neither the Cardholders, nor any other entities not authorized by IWD, should be able to make deposits or add value to the EAC Account, with the exception of merchants making refunds.

- 5.2.3.9** The Contractor should provide a means for the Cardholder to withdraw funds to a zero balance.
- 5.2.3.10** To the full extent allowable under applicable law, Contractor should not allow Cardholders' Accounts to be subject to garnishments.
- 5.2.3.11** Contractor should not offset, set off or otherwise partially or fully satisfy a debt owed by the Cardholder to the Contractor with funds in the Account. The only exception is overdrafts from the Account which may be satisfied with future deposits to the Account.
- 5.2.3.12** The Contractor should allow the Cardholder to choose or change their PIN under the following circumstances:
 - 5.2.3.12.1** After initial EAC issuance
 - 5.2.3.12.2** When an EAC is lost or stolen
 - 5.2.3.12.3** If Cardholder forgets PIN
 - 5.2.3.12.4** If PIN is compromised
- 5.2.3.13** The Contractor should, consistent with NACHA regulations, accept reversals from IWD for any credit entries made in error to a Cardholder Account.
- 5.2.3.14** When a Cardholder's EAC has been designated as lost or stolen, the Contractor should ensure that the funds are not available to the lost or stolen debit card.
- 5.2.3.15** Contractor should notify Cardholder of all monies remaining in an account if there has been no activity on the account for twelve (12) months.
- 5.2.3.16** IWD should not have any responsibility or obligation for any direct or third party costs or liabilities incurred by the Contractor due to Contractor's actions or omissions or the actions or omissions of a Cardholder.
- 5.2.3.17** Contractor should load IWD transferred funds to the Cardholder's Account within six (6) hours of receiving the IWD payment file.
- 5.2.3.18** Contractor should process payments to the Cardholder's Account allowing funds be available to Cardholder at opening of business on the settlement date.

5.2.4 Scored Specifications: Cardholder Costs & Fees

- 5.2.4.1** Contractor should not charge a fee to Cardholder for initial EAC issuance.
- 5.2.4.2** Contractor should not charge annual Account fees to Cardholder for EAC services.

- 5.2.4.3** Contractor should include in their response a document describing all potential fees charged to Cardholder.
- 5.2.4.4** Contractor should provide Cardholders with free, unlimited POS retail debit transactions at any participating merchant in Iowa and nationally. In addition, the Contractor should provide Cardholders international POS access.
- 5.2.4.5** The Cardholder should have free, unlimited in-network ATM withdrawals and a minimum of one (1) free out-of-network ATM withdrawal per deposit.
- 5.2.4.6** The Cardholder should have free, unlimited in-network ATM / IVR balance inquiries and a minimum of one (1) free out-of-network ATM / IVR balance inquiry per deposit.
- 5.2.4.7** The Cardholder should have unlimited, free, teller-based withdrawals at all financial institutions that accept VISA or MasterCard, whichever branded card is offered by Contractor for the Program.
- 5.2.4.8** The Contractor should not impose a fee for denied transactions if the balance is insufficient.
- 5.2.4.9** For the first occurrence of a Cardholder's Account overdraft, no fee should be charged the Cardholder, provided that, pursuant to Contractor's overdraft notice, the Cardholder calls Contractor's customer service department. Contractor will use the call to educate the Cardholder how to avoid overdrafts in the future. Overdraft fee cannot exceed \$10.
- 5.2.4.10** Contractor should not impose fees for any technical (or otherwise) errors that fail to deposit funds to Cardholder's Account as directed by IWD. This includes its subcontractors.
- 5.2.4.11** The Contractor should provide all EAC Cardholder costs, fees, and other offerings including the timing and circumstances under which each Cardholder cost and fee is assessed.
- 5.2.4.12** Contractor should provide Cardholder complete fee schedule enclosed with each issuance of EAC. This will be subject to approval by IWD.
- 5.2.4.13** The Selected Contractor should not charge any cost or fee to Cardholders that are not included in this Proposal.
- 5.2.4.14** Describe under what circumstances will fees be returned to Cardholders.

5.2.5 Scored Specifications: Customer Service & IVR

- 5.2.5.1** The Contractor should provide a toll-free number to contact a live CSR and IVR representative. Cardholders will be given unlimited access to both options without fees.
- 5.2.5.2** Describe your Customer Service capabilities, including those that set you apart from other service providers.
- 5.2.5.3** The Contractor should explain how the quality of customer service will be monitored and how those results will be reported to IWD.
- 5.2.5.4** The Contractor should provide live telephone support services during standard IWD hours of operation for the Program, and should provide such services both in English and Spanish. Contractor should be able to describe how customer service is provided to other non-English speaking individuals.
- 5.2.5.5** All services offered by Contractor's EAC customer service center should be accessible by touch-tone, pulse and wireless telephones.
- 5.2.5.6** The IVR System and Web site should be available seven (7) days a week, twenty- four (24) hours per day, except for a reasonable time for routine maintenance. Contractor should provide 24-hour notice to IWD when routine maintenance is scheduled.
- 5.2.5.7** All customer service centers should be located within the geographic boundaries of the United States.
- 5.2.5.8** The Contractor should make its customer service center(s) and/or operating/processing facility(s) accessible for visits from IWD staff.
- 5.2.5.9** The Contractor should monitor calls to ensure quality customer service to Cardholders. IWD should have the right to review the call recordings upon request, and subject to applicable laws and regulations.
- 5.2.5.10** The Contractor should provide alternative methods to access the Contractor's customer service center including without limitation, TTY and communications relay service as described in the Americans with Disabilities Act.
- 5.2.5.11** The Contractor should make available a mechanism for IWD to make contact with Contractor's technical team 24 hours a day and 7 days a week.
- 5.2.5.12** The Contractor should provide a primary/secondary contact for resolution of any day-to-day operational problems. Please provide answers to the questions below in your response to this proposal:
 - 5.2.5.12.1** What is the current client load of this person(s)?
 - 5.2.5.12.2** What hours is this person(s) available?

- 5.2.5.12.3 How do you ensure continuity of service when the primary contact(s) is unavailable?
- 5.2.5.12.4 What is the average response time to inquiries?
- 5.2.5.13 Describe the intake process for IWD to submit issues to Contractor. Fully describe the details needed to be included in the request and describe the Contractor's response time to IWD for the any of the following issues:
 - 5.2.5.13.1 Payment file transmission from IWD to Contractor
 - 5.2.5.13.2 Issue with IWD not receiving a report from Contractor
 - 5.2.5.13.3 Request to resolve individual Cardholder issues
 - 5.2.5.13.4 Requests to update materials provided to cardholders
 - 5.2.5.13.5 Request to cancel an account due to fraud
 - 5.2.5.13.6 Request to return funds deposited onto a card (if not used) if fraud
 - 5.2.5.13.7 Request to cancel an account (non-fraud)-Example: person filed under wrong SSN
- 5.2.5.14 Describe Contractor's existing support model for different issue categories according to the seriousness of the issue.
- 5.2.5.15 Describe Contractor's process for Return Entries (reversal requests from IWD for any credit entries made in error) and any circumstances under which Contractor would consider itself obligated to refuse an IWD reversal.

5.2.6 Scored Specifications: Reporting & Security

- 5.2.6.1 Selected Contractor will provide IWD with detailed reporting to the extent permissible under Regulation E. Changes to reports may occur during the life of the contract. Report requirements will be jointly developed by Contractor and IWD. Selected Contractor should provide and describe their regular reports Contractor proposes to provide, including samples of each. The reports should be available in summary and detail.
- 5.2.6.2 The Contractor should provide to IWD a daily report/electronic file containing:
 - 5.2.6.2.1 New Accounts
 - 5.2.6.2.2 Reissued Account Numbers
 - 5.2.6.2.3 All other information necessary for IWD to properly make payments to Accounts.
 - 5.2.6.2.4 An error file containing EAC setup errors and payment records that could not be processed including a description of the error.
 - 5.2.6.2.5 A time-stamped confirmation of receipt showing the IWD file was received.
 - 5.2.6.2.6 A time-stamped confirmation of disbursement showing the IWD payments were processed to the EACs.

5.2.6.3 Reports should be delivered upon request to IWD electronically in a format approved by IWD through a secure Internet connection. The Contractor should be prepared to provide the following information:

5.2.6.3.1 Fraud control activity/risk analysis (daily reports):

- Number of PIN changes
- Number of reported stolen/lost EACs
- Dollar amount in accounts where EAC has been reported as stolen or lost
- Number of reports of fraudulent activity
- Dollar amount defrauded
- Geographical location of fraudulent activity
- Detailed listing of Cardholders who have reported stolen/lost EACs and/or fraudulent activity and the resolution of each
- Data measuring timeliness between the date of a reported stolen/lost EAC or other fraudulent activity and the date the reported issue is resolved
- Number of Accounts deactivated due to fraud
- Number of reissued EACs and reasons for reissuance
- Detailed listing of confidentiality and security breaches including steps taken to contain the breach, follow-up reports, and a corrective action plan

5.2.6.3.2 Financial Activity (monthly reports with daily data):

- Total dollar amount of funds disbursed to Cardholders from time of receipt of all necessary payment information from IWD
- Total dollar amount of funds being held for Accounts pending EAC activation
- Dollar amount per Cardholder
- Number and total dollar amount of ATM withdrawals
- Number PIN vs. signature-based merchant transactions
- Number of free Cardholder transactions
- Number and total dollar amount of Cardholder cost and fee-based transactions
- Number and dollar amounts of deposits made to Cardholder Accounts
- Number and detail of payment records with errors

5.2.6.3.3 EAC/Cardholder Activity (daily report):

- Number of Accounts established by amount of time from receipt of all necessary account information from IWD
- Number of EACs mailed via first class mail by amount of time from receipt of all necessary account information from IWD
- Daily listing of EACs returned by U.S. Postal Service

- Number of EACs issued
- Number of EACs activated
- Amount of time from EAC issuance to activation
- Number of EACs not activated by first payment transaction
- Number of active Accounts
- Number of inactive Accounts
- Number of closed Accounts
- Number of frozen Accounts
- Number of cancelled Accounts

5.2.6.3.4 Customer Service Activity – IVR (monthly reports with daily data):

- Number of calls attempted
- Number of calls getting a busy signal
- Number of calls accepted in queue
- Number of calls in queue abandoned by wait time
- Number of calls answered by wait time
- Average wait time
- Number of calls answered by type of call
- Number of calls answered by IVR with breakout of languages served
- Number of calls answered by talk time (connect time less time in queue)
- Average talk time
- Time and duration of all IVR service interruptions, both scheduled and unscheduled reported separately

5.2.6.3.5 Customer Service Activity – CSR (monthly reports with daily data):

- Number of calls attempted by source (IVR, IWD transfer if available, outside if available)
- Number of calls getting a busy signal
- Number of calls accepted in queue
- Number of calls in queue abandoned by wait time
- Number of calls answered by wait time
- Average wait time
- Number of calls answered by type of call
- Number of calls answered by CSR with breakout of languages served
- Number of calls answered by talk time (connect time less time in queue)
- Average talk time
- Number of calls answered and transferred to IWD
- Time and duration of all CSR service interruptions, both scheduled and unscheduled reported separately

5.2.6.3.6 Customer Service Activity – Internet (monthly reports with daily data):

- Number of Web site hits
- Number of Cardholder Account inquiries
- Number of Cardholder Account updates (e.g., PIN changes)
- Time and duration of all Web site service interruptions, both scheduled and unscheduled reported separately

5.2.6.3.7 Customer Service Activity– General (monthly reports with daily data):

- Number of Account complaints by type of complaint.
- Detailed listing of complaints by customers with difficulty accessing services due to low English proficiency, including the steps taken by Selected Contractor to enable service.
- All activity for an individual Cardholder. Describe how the Contractor will maintain this data and made available to IWD upon request.
- Detailed listing of any and all business disruptions of four (4) hours or longer

5.2.6.4 The Contractor should implement a reconciliation process, including a reporting timeline, for money received from IWD versus money disbursed to Cardholders, including audit trail(s) for each transaction throughout the process.

5.2.6.5 Contractor should provide training to IWD staff on the use of reports, online screens, and marketing materials. IWD should have the right to approve all training materials and approaches in advance of training delivery.

5.2.6.6 Contractor shall describe controls it will implement to protect against lost files and duplication of disbursements to Cardholders. What safeguards are built into the Contractor’s system to prevent fraud and misapplied transactions due to encoding errors?

5.2.6.7 Describe what information technology (IT) is available and the hours it is available to IWD.

5.2.6.8 Describe how Contractor will prevent and minimize unauthorized physical and electronic access to Cardholder information and Accounts, and the procedures for responding to fraudulent activities. What security procedures are in place to minimize the risk of unauthorized transactions?

5.2.6.9 Contractor should describe how it will establish and maintain security safeguards and procedures to guarantee the confidentiality of all data obtained from IWD. Contractor should provide a copy of any and all confidentiality agreements signed by its employees or subcontractors, if any, and/or all information

provided to its employees or subcontractors with regard to the confidentiality of data obtained from IWD and Department.

- 5.2.6.10** Contractor should describe how it will ensure individuals with access to Cardholder information or Accounts will use data obtained from IWD only for purposes consistent with the administration of this Program. Describe how individuals with access to Cardholder information or Accounts will be under the direction and control of the Contractor and how their activities will be monitored by the Contractor.
- 5.2.6.11** Describe the security features and procedures associated with EAC activation. Contractor shall list information needed from IWD for activation verification, if any. Describe how often the EACs expire and how they are replaced.
- 5.2.6.12** Describe Contractor's monitoring methods of account activity and any processes in place to alert Cardholders of unusual spending activity.
- 5.2.6.13** Describe if Contractor provides a management tool on its website allowing Cardholders to view financial transaction details posted to their Account and describe the security measures ensuring secure capture, storage and distribution of personal information.

5.2.7 Scored Specifications: Disaster Recovery Plan

- 5.2.7.1** The Contractor should maintain and provide to IWD upon request, a disaster recovery plan for the EAC Program. A disaster is defined as a loss of the facility or business processing due to an event that causes vital business processes to stop for more than twenty-four (24) hours. This includes, but is not limited to, an event resulting in the inability to meet important IWD or Cardholder commitments and contractual obligations or to protect the interests of IWD or Cardholders. The catastrophic loss and/or degradation of system/service due to, but not limited to:
 - Power outage
 - Server crash
 - Server failure
 - Router failure
 - Cable failure
 - Power surge
 - E-mail failure
 - Internet failure
 - Virtual private network (VPN) failure; and/or
 - Computer virus
- 5.2.7.2** Contractor should provide a description of Contractor's disaster recovery plan and continuation of business plan, including backup procedures, alternate operating facilities, hardware and software replacement, and testing procedures

and history. Contractor should specify whether it uses a 'hot-site' or 'cold-site' strategy and its expected recovery time.

Contractor should ensure that in the event of a disaster the following occurs:

- 5.2.7.3** Contractor's procedure manuals are maintained during a disaster, including how procedures are available in an automated format.
- 5.2.7.4** The quick recovery of critical systems is crucial to IWD. Telephone and fax lines should be available for customer use within twenty-four (24) hours, and all business functions should be returned to full service within five (5) business days. Potential alternate facilities (hot-sites) should be identified in advance. The chosen alternate facility is identified at the time a disaster is declared. The hot-site location choice is based upon the scope and impact of the disaster.
- 5.2.7.5** The transfer of business functions to an alternate processing facility.
- 5.2.7.6** Effective communication efforts during disaster recovery. All IWD contacts, members of each of the disaster recovery plan teams, all customer service center site employees, and other appropriate Contractor staff should be kept up-to-date during the recovery.
- 5.2.7.7** The Contractor should provide information about the following:
 - 5.2.7.7.1** Mechanism to contact Contractor staff during the recovery
 - 5.2.7.7.2** When services will be reestablished
 - 5.2.7.7.3** Any decision to locate to alternate facilities
- 5.2.7.8** Use of backup tapes and restoration of both data and telephone connectivity. Hardware replacement or restoration needs are assessed at the time of the disaster and appropriate measures are taken to ensure that functional hardware is available and installed within five (5) business days. Full volume backups of all servers should be made daily. Full volume backups should be securely transported and securely stored off-site. Backup tapes should be transferred daily to the Contractor's off-site facility with the appropriate environmental and security controls for media storage.

5.2.8 Scored Specifications: General Requirements

- 5.2.8.1** The Contractor should have a zero liability policy to Cardholders for fraudulent card use by a non-authorized user at no cost to the Cardholder.
- 5.2.8.2** Upon request, the Contractor should provide IWD with a list of all transactions for an EAC. Such list should include dates, timestamps, and locations for each transaction. If providing this information will take The Contractor in excess of 7 days, the Contractor and IWD will together make an agreement if additional time is needed.

- 5.2.8.3** The Contractor should describe its ability and best practices used to detect potential fraudulent use of an EAC.
- 5.2.8.4** As part of this contract, the Contractor should notify IWD as soon as the Contractor becomes aware. That notification should be within 24 hours if a data breach has occurred that could potentially affect a Cardholder.
- 5.2.8.5** Contractor should keep all Cardholder personal and Account information created pursuant to any Contract resulting from this RFP confidential, and should not disclose, sell or otherwise share with any other entity not associated with the Contract, or for any purpose other than Contractor's performance of the Contract, unless required by law.
- 5.2.8.6** The Contractor may not use Cardholder personal or Account information to solicit other business. The Selected Contractor will be required to execute an agreement regarding the non-disclosure and confidentiality of Cardholder personal and Account information. As requested in Section 4, Selected Contractor will describe in detail all procedures it employs for safeguarding such information.
- 5.2.8.7** All information received from IWD is confidential pursuant to Iowa and Federal law. All employees of the Contractor dealing with IWD confidential information will receive training and sign an acknowledgement which states the criminal penalties for the unauthorized release of confidential information, and the responsibility to notify IWD and Contractor in the event of unauthorized release.
- 5.2.8.8** Contractor should not remove confidential IWD information from a secure site by way of electronic transmission, laptop, or any other means, unless it is a business necessity.
- 5.2.8.9** The Contractor should have a data archival and retrieval process. The Selected Contractor should be required to retain records including but not limited to, financial records, supporting documents, statistical records, any other records, papers, logs, audit trail or books related to this RFP and any resulting Contract for a period of five (5) years after the expiration of the Contract, or until IWD or interested government agencies are satisfied that all audit and litigation matters are resolved, whichever period is longer. The Selected Contractor may be requested to produce records or provide testimony as a keeper of records, pursuant to a valid subpoena or court order. The Selected Contractor should immediately notify IWD's UI Legal Counsel of any subpoena or court order directing the release of information, should provide copies of any legal process to IWD Legal Counsel, and should consult with IWD prior to releasing such information.
- 5.2.8.10** Describe Contractor's standards for cooperating with IWD's Fraud Investigations team and IWD's ACH/Debit Card Coordinator for release of information both with and without administrative subpoenas including the response time.

5.2.8.11 Contractor should provide a proposed written transition plan including detailed information regarding the following:

- 5.2.8.11.1** Minimum number of staff assigned to assist during the first six (6) months of transition
- 5.2.8.11.2** Maximum duration of assistance provided to IWD and the new EAC provider
- 5.2.8.11.3** When and how the contact information for the designated Contractor staff will be distributed to IWD
- 5.2.8.11.4** Which transition activities Contractor will not provide to IWD, if any
- 5.2.8.11.5** Define the period during which Contractor will continue all operations and services for existing Cardholders
- 5.2.8.11.6** List of services and operations Contractor will continue for the existing Cardholders
- 5.2.8.11.7** List of services and operations Contractor will provide to IWD
- 5.2.8.11.8** Continuing cooperation with IWD in resolving outstanding customer service issues initiated by the Cardholders

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| SECTION 6 EVALUATION AND SELECTION |
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6.1 Introduction

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

6.2 Evaluation Committee

IWD will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The IWD 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 IWD or to such other person or entity who must approve the recommendation.

6.3 Technical Proposal Evaluation and Scoring

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

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

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

6.4 Cost Proposal Scoring

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

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

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

Example:

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

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

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

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

6.5 Total Score

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

6.6 Tied Score and Preferences

6.6.1 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 Respondents who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

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

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

6.6.4 Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.

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

SECTION 7 CONTRACT TERMS AND CONDITIONS

7.1 Contract Terms and Conditions

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

The Contract terms and conditions in this Section 7 and 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 Respondents 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 Respondent.

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

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

7.2 Contract Length

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

7.3 Insurance

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

| 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 | A required by Iowa law |

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

7.4 Terms and Conditions for State of Iowa Purchasing Cards

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

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

**Attachment # 1
Certification Letter**

Alterations to this document are prohibited, see section 2.14.14.

Date: _____

Michael Drottz, Issuing Officer
Iowa Workforce Development
1000 East Grand Avenue
Des Moines, Iowa 50319

Re: **309MD24001**- PROPOSAL CERTIFICATIONS

Dear **Michael Drottz**

I certify that the contents of the Proposal submitted on behalf of **[Name of Respondent]**_____ (Respondent) in response to IWD for 309MD24001 for the Electronic Access Card Payment System are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Certification of Independence

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

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

Certification Regarding Debarment

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

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

This certification is a material representation of fact upon which IWD 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, IWD may pursue available remedies including suspension, debarment, or termination of the contract.

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

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

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

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

Respondent also acknowledges that IWD 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 IWD 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 2.14.14.

Date: _____

Michael Drottz, Issuing Officer
Iowa Workforce Development
1000 East Grand Avenue
Des Moines, Iowa 50319

Re: **309MD24001**- AUTHORIZATION TO RELEASE INFORMATION

Dear **Name of Issuing Officer**:

[Name of Respondent] _____ **(Respondent)** hereby authorizes IWD ("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 **309MD24001**.

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, IWD, 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 IWD or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to the RFP.

The Respondent authorizes representatives of IWD 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 IWD or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to RFP.

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

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

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

1. Confidential Treatment Is Not Requested

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

2. Confidential Treatment of Information is Requested

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

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

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

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

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

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

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

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

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

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

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

Part 2 - Confidential Treatment is Requested

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

NOTE:

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

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

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

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

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

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

Company

RFP Number

RFP Title

Signature (required)

Title

Date

**Attachment #4
Response Checklist**

| RFP REFERENCE SECTION | RESPONSE INCLUDED | | LOCATION OF RESPONSE |
|--|-------------------|----|----------------------|
| | Yes | No | |
| Number of Copies of the Proposal (Section 3.1.2.) | | | |
| One (1) Public Copy with Confidential Information Excised | | | |
| Table of Contents (Section 3.2.2) | | | |
| Transmittal Letter (Section 3.2.1) | | | |
| Executive Summary (Section 3.2.3) | | | |
| Mandatory Specifications (Section 5.1 and template in Attachment #6) | | | |
| Scored Technical Specifications (Section 5.2 and template in Attachment #7) | | | |
| Respondent Background Information (Section 3.2.5) | | | |
| Experience (Section 3.2.6) | | | |
| Response Checklist (Attachment #4) | | | |
| Personnel (Section 3.2.7) | | | |
| Terminations (Section 3.2.8) | | | |
| Acceptance of Terms and Conditions (Section 3.2.9) | | | |
| Certification Letter (Section 3.2.10 and Attachment #1) | | | |
| Authorization to Release Information (Section 3.2.1 and Attachment #2) | | | |
| Firm Proposal Terms (Section 3.2.12) | | | |
| Form 22 – Request for Confidentiality (Section 2.20 and Attachment #3) | | | |

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

Respondent'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
Mandatory Specifications Response Template

The chart below should be used to list all the Mandatory Specifications (See Section 5.1)

| ATTACHMENT 6 | | | |
|-------------------------------------|--|--------------------------|----------------|
| 5.1 MANDATORY SPECIFICATIONS | | | |
| Item # | Specification | Specification Met | Details |
| 5.1.1 | The Selected Contractor must be able to provide evidence of certification and/or membership in good standing and compliance with FDIC or NCUSIF rules and regulations upon request. | | |
| 5.1.2 | There should be no cost of the Program to IWD. All costs incurred for the EAC will be covered by the Selected Contractor. | | |
| 5.1.3 | Each Cardholder Account shall be FDIC or NCUSIF insured. | | |
| 5.1.4 | The Selected Contractor must be directly or indirectly affiliated with either VISA or MasterCard and be EFT capable using NACHA standards. | | |
| 5.1.5 | The Selected Contractor must store data in the continental United States. | | |
| 5.1.6 | Selected Contractor shall be solely responsible for compliance with all Regulation E requirements arising out of or related to the Program and any contract between Selected Contractor and IWD, including those that may apply specifically to government programs. | | |
| 5.1.7 | Selected Contractor must have headquarters of physical bank location in continental United States. | | |
| 5.1.8 | Selected contractor must have prior experience with an EAC contract with another government entity. | | |

**Attachment # 7
Scored Technical Specifications Response Template**

The chart below should be used to list all the Scored Technical Specifications (SEE SECTION 5.2). The Respondent must include each Scored Technical Specification. **The template below is incomplete and Respondent must add all remaining items to be scored.**

| ATTACHMENT 6: 5.2 SCORED TECHNICAL SPECIFICATIONS | | | |
|--|--|--------------------------|----------------|
| 5.2.1 FUNCTIONAL SPECIFICATIONS | | | |
| Item # | Specification | Specification Met | Details |
| 5.2.1.1 | IWD should have the right to approve the name, design, content (including activation sticker), and graphics of the EAC. Describe your process in gathering this feedback from IWD. | | |
| 5.2.1.2 | IWD should own all intellectual property rights in and to the EAC design including the activation sticker, with the exception of the Visa/MasterCard trademarks/service marks. | | |
| 5.2.1.3 | Contractor should be able to use the Electronic Funds Transfer (EFT) network to transfer funds to individual Cardholder Accounts. | | |
| 5.2.1.4 | RESPONDENT MUST ADD ALL SPECIFICATIONS TO THIS TABLE WHEN SUBMITTING RESPONSE. | | |
| | | | |
| | | | |
| | | | |