

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	Strategic Technology Plan Services	RFP Number:	OCIO18002
Agency:	Iowa Department of Revenue		
State seeks to purchase:	Consulting services to perform strategic technology plans, assessments, and related services.	Available to Political Subdivisions?	Yes
Number of mos. or yrs. of the initial term of the contract:	3 Years	Number of possible annual extensions:	7
Initial Contract term beginning:	August 17, 2018	Ending:	August 17, 2021
State Issuing Officer: Name: Mike Nolan Phone: 515.725.4010 E-Mail: mike.nolan@iowa.gov Mailing Address: Office of the Chief Information Officer 1305 E. Walnut St. B Level Des Moines, IA 50319			
PROCUREMENT TIMETABLE—Event or Action:		Date/Time (Central Time):	
State Posts Notice of RFP on TSB website		May 7, 2018	
State Issues RFP		May 9, 2018	
Pre-Proposal Conference Call: Date: May 16, 2018 Time: 11:00 AM CDT Number: (866) 685-1580 Code: 6644828776 Is Pre-Proposal Conference mandatory? No			
RFP written questions, requests for clarification, and suggested changes from Contractors due:		May 22, 2018	
Agency's written response to RFP questions, requests for clarifications and suggested changes due:		May 30, 2018	
Proposals Due Date:		June 19, 2018	
Proposals Due Time:		4:00 PM CDT	
Anticipated Date to issue Notice of Intent to Award:		July 17, 2018	

Anticipated Date to execute contract:	August 17, 2018
Relevant Websites:	Web-address:
Internet website where Addenda to this RFP will be posted:	https://ocio.iowa.gov/it-bid-opportunities
Internet website where contract terms and conditions are posted:	https://ocio.iowa.gov/it-bid-opportunities
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 Contractor guarantees all proposal terms, including price, will remain firm:	180 Days

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SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Contractors to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

1.2 Definitions

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

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

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

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

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

“Prime Contractor” means principal contractor who is responsible for the completion of the project under contract with the owner of the job

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

“Regular Business Hours” means 8:00 am to 4:30 pm, M-F, excluding state holidays as defined at <https://das.iowa.gov/das-core/customer-service-center/state-holidays>

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

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

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

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

1.3 **Overview of the RFP Process**

Contractors will be required to submit their Proposals in hardcopy and on CD-ROM. It is the Agency’s intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

1.4 **Background Information**

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

1.4.1 **Overview**

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Contractors to enter into a Statewide Master Agreement to create Strategic Technology Plans for the State of Iowa Agencies and other eligible Governmental Entities or Governmental Subdivisions. The number of entities in scope for this Master Agreement is not guaranteed. Immediately there is a need for a Strategic Technology Plan for the Iowa Department of Revenue (IDR), while the scope of the Master Agreement is for Strategic Technology Plans generally. The evaluation, scoring, and award of this Master Agreement will be focused on the specific scenario for the Iowa Department of Revenue (IDR) outlined throughout this document.

Additionally, the successful respondent will serve as a technology consultant and strategic advisor to State of Iowa Agencies and other eligible Governmental Entities or Governmental Subdivisions. With responsibility for providing as-needed, time and materials services including assessment, advisory, consulting, requirements gathering, vendor evaluation, strategic planning, and related support associated with all functions and capabilities of the agencies, entities, or subdivisions.

1.4.2 **Strategic Technology Vision**

As an agency of the State of Iowa, IDR collects all tax due for the State of Iowa. Specific divisions within the Department include, Business Services, Property Tax, Research & Analysis, Legal and Appeals, and Tax Management.

IDR operates with a range of legacy (mainframe) and modernized (open systems) applications and services as described further in Section 1.4.3 Agency Technology Profile. Together, these systems comprise the current AS-IS Revenue Technology Portfolio that provides support for each of the functions and services of the Department.

While IDR's current approach to information technology has served the needs of the Department, the citizens of Iowa, and the operations of State Government for many years; in assessing the current state of its technology portfolio, IDR recognizes the need to evolve its technology portfolio into the future using contemporary practices, tools, and processes.

Accordingly, IDR has developed a Strategic Technology Vision draft to encompass the broad goals and themes of the information technology environment it hopes to catalyze, beginning with the comprehensive Strategic Technology Plan requested through this RFP. Key components of the IDR Strategic Technology Vision include:

1. *Reduce the incidence of fraud* - as fraud becomes a larger challenges for all governmental entities, IDR will develop systems and capabilities to improve fraud detection and prevent fraudulent transactions from taking place.
2. *Maintain and improve the security of taxpayer data* - as information security becomes a larger threat to the operations of all governmental entities, IDR will take all necessary steps to ensure the highest level of security possible for systems that store and process taxpayer data.
3. *Improve operational performance* - to reduce operational burdens imposed by IDR's current technology environment, an enterprise architecture will be established to standardize systems and data, streamline processes, and ensure technology systems and business processes are designed to facilitate the needs of IDR. As well as maximize our human capital resources.

NOTE: for more information on IDR's goals for security and fraud prevention/detection, refer to the [IDR Four-Year Strategic Plan](#).

1.4.3 Agency Technology Profile

IDR is the primary tax collection agency for the State of Iowa. The department processes approximately 3,845,415 tax returns annually resulting in \$9.582 billion dollars in tax revenue. The complex legal requirements and business requirements placed upon the Department has necessitated the use of technology. Since the 1960's, technology has been used to process, store, audit and analyze tax data. The rate of technological change has significantly increased over the decades since the 1960's resulting in the procurement and maintenance of several legacy technology systems in use today by the Department. Since the 1960's IDR has relied on an IBM mainframe solution to store and access state tax data. Moving from the 1960's into the present; the IDR has procured and implemented the following information storage, data access, and analytical solutions: IRIS, Electronic Funds Transfer, Data

Warehouse (Teradata), Forms Website, Modernized eFile, UNIN, Elderly Credit, Accounts Receivable, Business Objects, Excel Spreadsheets, and Microsoft Access Databases. The department procured the following analytical tools for the purposes of research and audit capability: Audit Component, Computer Assisted Collection System for Government (CAC-S-G), STRATA, and SAS.

The following technology systems are currently in place: e-file, e-file & pay, Fairfax, Scan Optics, Computer Assisted Collection System for Government (CAC-S-G), Revenue Account Receivable Display (RVAD), Revenue Account Update (RVAU), Integrated Revenue Information System (IRIS), SAS, Electronic Declaration Of Value (e-DOV), Geospatial Information System (GIS), FDGS, Official Payments Corp (OPC), Automated Clearing House (ACH), Elderly Credit, Under Reported Income (UNIN), State and Federal Offsets, CGI Strata, Business Objects, Audit Component, Tax Credit Tracking System, Audit Component, ad hoc excel spreadsheets and ad hoc small databases.

IDR has staff located in Des Moines and Cedar Rapids and 25 teleworkers throughout Iowa. The Department has approximately 300 full time employees, and 50 temp workers hired during tax season.

IDR is organized by the following divisions: Business Services, Research and Analysis, Property Tax, Tax Management, and Legal and Appeals.

1.4.4 Strategic Technology Plan

The primary deliverable solicited under this RFP is a Strategic Technology Plan to assess IDR's current processes, technology, and people. The goal of the plan is to formalize and strengthen IDR's Strategic Technology Vision and to create an actionable roadmap to achieve the outcomes identified therein.

Accordingly, the Strategic Technology Plan is envisioned to include three major components: Technology Component, Process Component, and People Component. Each component is designed to address a facet of IDR's technology and business operating environment including an evaluation of current state (AS-IS) and recommendations for the future (TO-BE).

Note: the following components and subcomponents are provided as illustrative examples only and are not designed to limit the scope and depth of the Strategic Technology Plan. The successful contractor may structure the Strategic Technology Plan to include additional information and may package the components and subcomponents identified here as part of other deliverables it deems appropriate (for instance, as part of standard artifacts, reports, or other documentation produced as part of a proprietary assessment process).

1.4.4.1 Technology Component

The Technology Component of the Strategic Technology Plan is envisioned to include a technology vision emphasizing fraud, security, and performance outcomes as set forth in Section 1.4.2 Strategic Technology Vision. The Technology Component will include an assessment of IDR's existing (AS-IS) technology portfolio; a technology vision that articulates IDR's future (TO-BE) technology portfolio, and a roadmap to transition from AS-IS to TO-BE states including timeframes, investments, and strategies

required to be successful.

While the successful contractor is encouraged to address all technologies in the Technology Component of the Strategic Technology Plan (including modernization of all systems including the mainframe), it should do so with recognition of the limits of IDR's funding, budget, and time horizon to address those strategies. The Strategic Technology Plan should include recommendations that are actionable and with consideration for the limitations of IDR's budget and funding circumstances. It is anticipated that this can be achieved through iterative dialogue with IDR and its representatives, in the course of fulfilling the work outlined herein.

1.4.4.1.1 Technology Assessment (AS-IS)

As described in Section 1.4.2 Agency Profile, IDR currently operates a mix of legacy mainframe and modern open systems environments. This hybrid approach, maintaining some legacy systems while modernizing others, conforms with IDR's long standing appraisal of the costs and risks involved with any large scale modernization initiative. Accordingly, IDR operates with an extremely diverse environment, connected through data integration tools and processes that have aged over time. As part of the Strategic Technology Plan, IDR requires a comprehensive inventory, health check, analysis, and evaluation of its technology portfolio to include (but not be limited to) the following major elements:

Application Inventory - A comprehensive analysis of current IDR applications including their age, purpose, use, regulatory/legal/policy justification, technology stack, total cost of ownership, risks, data, and other information concerning the status of the application.

Infrastructure Inventory - A comprehensive inventory of the infrastructure that supports the Department including endpoint devices, servers, networks, storage subsystems, mainframes, smartphones, tablets, printers, and other elements of the IDR infrastructure portfolio. The inventory will include device count, age, replacement cost, usable life, health status (e.g. patch level), and related metrics as recommended by the successful contractor that give a full and complete picture of IDR's infrastructure portfolio.

Information Security Risk Assessment - An assessment of the state of IDR's information security posture including all components of technology operations. Working collaboratively with the Information Security Division of the OCIO, the risk assessment should build upon, augment, and strengthen the existing work of the OCIO to give a full and complete picture of the potential risk, exposure, system access, limitation of the systems, processes, and protections designed to secure taxpayer data.

1.4.4.1.2 Technology Recommendations (TO-BE)

To achieve IDR's Strategic Technology Vision, the Technology Component of the Strategic Technology Plan is envisioned to include Technology Recommendations concerning the future (TO-BE) state of IDR's technology portfolio. With considerations for the strengths, weaknesses, opportunities, and threats affecting IDR, the information technology marketplace, and the state/federal regulatory environment, a comprehensive set of technology recommendations will be delivered to include the following major components:

Environment rationalization plan - A recommendation for the disposition of each of the information technology assets supporting IDR today (e.g. enhance, replace, merge, eliminate).

Enterprise architecture - A proposed enterprise architecture to govern the implementation and use of information technology systems by IDR. Components of an enterprise architecture may include: business architecture, information architecture, information systems architecture, data architecture, and delivery systems architecture. Other elements may address: governance, principles, methods, tools, standards, uses, reporting, and auditing.

Future Technology Appraisal - Like many state governments, Iowa recognizes the convergence of a number of new technologies that may influence the directionality of the Revenue Technology Portfolio over the next 5 to 10 years. The successful contractor will address each of these technologies in the Strategic Technology Plan Report including their applicability, benefits, risks, costs, impacts, and recommendations for implementation on the IDR technology roadmap.

The technologies identified by IDR as potentially influential include:

Cloud Services - Third party services including IAAS/PAAS/SAAS offerings designed to augment, replace, or enhance IDR technology functions previously managed on premises. IDR has already proceeded to use some cloud services for certain elements of its technology stack.

Blockchain - A secure and distributed ledger used to record transactions and further secure IDR operations to prevent fraud and abuse.

Electronic Identification (eID) - A solution to give trusted electronic identities to citizens for the purposes of conducting secure online transactions and other business with the State of Iowa, generally in conformance with the recommendation of the federal NIST Trusted Identifies Group (TIG).

Business Intelligence Systems (BI) - A suite of tools and technologies to generate insights from State of Iowa data that can be used to make decisions, identify fraud, create forecasts, and perform other analyses to support the business functions of IDR.

Master Data Management (MDM) - A way to link together critical data from various IDR systems to a single record or master file for each taxpayer.

Mobile - Technologies and strategies to engage taxpayers using mobile devices including smartphones and tablets.

Data Integration / Data Sharing - Tools and technologies designed to facilitate the secure exchange of data with other trading partners, especially governmental entities, for the purposes of facilitating real time fraud analysis and detection.

Data Governance - A process and methodology whereby data is standardized across an organization for the purposes of simplifying, sharing, and reducing the costs of integrating systems.

Machine Learning / Artificial Intelligence (AI) - Automated systems designed to augment or assist human operators in making decisions, assessing patterns, identifying fraud, supporting taxpayer workflow processing, or performing other tasks to standardize, simplify, or improve performance of existing agency processes.

Technology design - A comprehensive and robust future state design containing all elements of the proposed (TO-BE) IDR information technology portfolio documented including applications, infrastructure, cloud services, and related technology tools that incorporates recommendations from the environment rationalization, enterprise architecture, and future technology appraisal. The technology design should serve as a reference document all parties can use for planning and implementation purposes.

1.4.4.1.3 Technology Roadmap

Achieving the IDR Strategic Technology vision will require a detailed plan including timelines, milestones, and estimated costs. Accordingly, the Technology Component is envisioned to include a Technology Roadmap that articulates the steps necessary to implement the Technology Recommendations. The Technology Roadmap is expected to include the following major elements:

Draft program plan - A draft plan that identifies all elements of a program to implement the recommendations provided in response to 1.4.4.1.2 Technology Recommendations including timelines, resource needs, and related details that fully articulate the investments and timeframes estimated to be required.

Marketplace assessment - An evaluation of the vendor marketplace providing goods and services associated with each of the elements of the draft project plan and technology recommendations. A marketplace assessment is expected to include vendor profiles, an evaluation of vendor strengths/weaknesses, activities of similarly positioned jurisdictions, and an overview of the products available (pro's/con's, capabilities/features, etc).

High level requirements - A requirements document for each of the elements of the technology recommendation and draft program plan that could be incorporated into future Requests for Proposal and Requests for Bid released by IDR.

Budget recommendations - A formal budget proposal suitable for submission to executive leadership that contains all elements of the proposed recommendation, costs, federal grant availability, and timeframes for implementation.

1.4.4.2 Process Component

The Process Component of the Strategic Technology Plan is envisioned to include a process vision emphasizing fraud, security, and performance outcomes as set forth in Section 1.4.2 Strategic Technology Vision. As is common for most organizations, some IDR processes are believed to be value added, some could be improved or changed, some may need to be eliminated, and others may need to be introduced. The Process Component of the Strategic Technology Plan will include an assessment of IDR's existing (AS-IS) business processes; a process vision that articulates business process improvements (TO-BE) IDR should undertake, and a roadmap to transition from AS-IS to TO-BE states including timeframes, investments, and strategies required to be successful.

1.4.4.2.1 Process Assessment (AS-IS)

As described in Section 1.4.2 Agency Profile, IDR currently operates a mix of legacy mainframe and modern open systems environments. Accordingly, the business processes that IDR manages to support the work associated with the information technology systems is extremely diverse and variable. As part of the Strategic Technology Assessment, IDR requires a comprehensive review of business processes affecting its information technology systems to include (but not be limited to) the following major elements:

Business Process Inventory - A comprehensive analysis of current IDR business process including organizational structure, actors, data flows, process steps, and other business process elements designed to show the activities currently undertaken by IDR, in conjunction with its IT systems, to meet its business needs.

Regulatory and Compliance Assessment - A review of the compliance requirements at the federal and state level that govern the activities of IDR including their scope and impact. Additionally, an analysis of IDR's approach to compliance management including the processes, steps, actors, costs, risks, barriers imposed, and general activities associated with managing compliance activities. A regulatory and compliance assessment is expected to include an analysis of costs, benefits, and risks associated with existing compliance efforts. *Note: This is not necessarily intended to include an actual compliance audit of IDR operations.*

Performance Assessment - A review of current organizational performance as implemented by existing business processes along existing (if available) or proposed (as recommended by the successful contractor) metrics/indicators to evaluate the current state of IDR performance across dimensions relevant to tax organizations. The scope of a performance assessment is expected to include not only operational measures (e.g. server uptime) but also client outcomes as measured by customer satisfaction, responsiveness, wait times, or other similar factors.

1.4.4.2.2 Process Recommendations (TO-BE)

To achieve IDR's Strategic Technology Vision, the Technology Component of the Strategic Technology Plan is envisioned to include process recommendations concerning the future (TO-BE) state of IDR's technology portfolio. With considerations for the strengths, weaknesses, opportunities, and threats affecting IDR, the information technology marketplace, and the state/federal regulatory environment, a

comprehensive set of process recommendations will be delivered to include the following major components:

Process Improvement Recommendations - An assessment targeting those business processes determined to be the most problematic in the Business Process Inventory produced in the process assessment portion of the process component. Process Improvement Recommendations may include steps to enhance, eliminate, update, or otherwise amend process steps to meet business needs while reducing overhead, rework, and mistakes that impact overall performance.

Compliance Improvement Plan (CIP) - A comprehensive proposal concerning actions IDR could take to strengthen and streamline its approach to compliance. An ideal compliance improvement plan is envisioned to include references to strategies and techniques leveraged by similarly positioned entities, viewing compliance as a continuum rather than a binary decision, that streamlines the compliance process and flexibly adapts to evolving compliance regimes with a risk-based approach that prioritizes the operational and technology considerations by adapting leading practices from real-world compliance scenarios to meet compliance requirements while maintaining business operations (e.g. compensating controls).

Performance Plan - A forward-looking document that emphasizes the most critical leading indicators affecting the business. The performance plan is expected to include a comprehensive framework to measure departmental performance, information systems performance, vendor performance, and other factors across dimensions that have the greatest business impact for IDR in the future.

1.4.4.2.3 Process Roadmap

Achieving the IDR Strategic Technology vision through the implementation of the recommendations contained in the process recommendations (TO-BE) portion of the process component of the Strategic Technology Plan will require a detailed plan including timelines, milestones, and estimated costs. Accordingly, the Process Component is envisioned to include a Process Roadmap that articulates the steps necessary to implement the Process Recommendations. The Process Roadmap is expected to include the following major elements:

Process improvement plan - A plan that identifies all elements of a program to implement the recommendations provided in response to 1.4.4.2.2 Process Recommendations including timelines, resources needs, and related details. An ideal process improvement plan is envisioned to fully articulate the investments and timeframes required to improve the processes that have the highest operational impact on IDR operations, and to institute revised performance measures to monitor and report on agency performance.

CIP implementation plan - A proposal to implement all recommendations of the Compliance Improvement Plan delivered in response to 1.4.4.2.2 Process Recommendations including timelines, resources needs, and related details. The CIP implementation plan is envisioned to include internal activities and interactions with external stakeholder (e.g. the federal IRS) to manage and implement the proposed recommendations.

Budget recommendations - A formal budget proposal suitable for submission to executive leadership that contains all elements of the proposed recommendation, costs, and timeframes for implementation.

1.4.4.3 People Component

The People Component of the Strategic Technology Plan is envisioned to include a people vision emphasizing fraud, security, and performance outcomes as set forth in Section 1.4.2 Strategic Technology Vision. The People Component will include an assessment of IDR's existing (AS-IS) human capital, a technology vision that articulates IDR's future (TO-BE) human capital needs, and a roadmap to transition from AS-IS to TO-BE states including strategies and an implementation plan required to be successful.

1.4.4.3.1 Human Capital Assessment (AS-IS)

As described in Section 1.4.2 Agency Profile, IDR currently operates a mix of legacy mainframe and modern open systems environments. Accordingly, the people that manage IDR's existing systems and business process require an enormously diverse and complex array of skills and qualifications. As part of the Strategic Technology Assessment, IDR requires a comprehensive review of human capital resources supporting IDR's technology and business process environment to include the following major elements:

Staffing Model Assessment - An evaluation of the current IDR and OCIO staffing model. An ideal staffing model assessment would include a review of the current staffing models and identifying the strengths, weakness, threats, and opportunities.

Skills Assessment - A comprehensive analysis of current IDR and OCIO employees including an evaluation of skills, work assignments, job duties, performance plans, and workloads in support of IDR's complex and multidimensional information technology and business process environment. An ideal skills assessment is expected to include some component of in-person interviews and survey tools.

Classification Assessment - An evaluation of existing classifications used by IDR and OCIO to determine how the classification system is used today, and where it supports operations. An ideal classification assessment is expected to include comparisons with other public/private sector organizations and a high-level evaluation of compensation.

Organizational Structure Assessment - An evaluation of the existing organizational structures at IDR and OCIO to determine how organizational divisions support or inhibit successful outcomes for both departments with a focus on information technology support and business processes.

1.4.4.3.2 Human Capital Recommendations (TO-BE)

To achieve IDR's Strategic Technology Vision, the people component of the Strategic Technology Plan is envisioned to include Human Capital Recommendations concerning the future (TO-BE) state of IDR's human capital needs. With considerations for the strengths, weaknesses, opportunities, and threats

affecting IDR, the information technology marketplace, and the state/federal regulatory environment, a comprehensive set of process recommendations will be delivered to include the following major components:

Staffing Model Recommendations - A comprehensive set of recommendations on which staffing models support the proposed changes. An ideal staffing model recommendation would include the appropriate staffing model(s) and analysis to support the recommendations.

Classification recommendations - A comprehensive set of recommendations regarding the appropriate classifications required to support both IDR and OCIO needs. An ideal classification recommendation is expected to include the specific classification required and the number of employees and any specific skill sets to enhance/support the human capital needs of IDR and OCIO, and an analysis of the impacts of the proposed changes.

Organizational recommendations - A proposal to address any changes to optimize the design of both IDR and OCIO in service of the Strategic Technology Vision. An ideal organizational recommendation proposal is expected to include draft tables of organization with narrative summaries of the goals/duties of each new work unit proposed.

1.4.4.3.3 Human Capital Roadmap

Achieving the IDR Strategic Technology vision through the implementation of the recommendations contained in the Human Capital Recommendations (TO-BE) portion of the People Component of the Strategic Technology Plan will require a detailed plan including implementation plan to include strategies, goals, timelines, and milestones, and change management and communications plan, and budget recommendations. Accordingly, the Process Component is envisioned to include a Process Roadmap that articulates the steps necessary to implement the Human Capital Recommendations. The Human Capital Roadmap is expected to include the following major elements:

Implementation Plan - A proposal to address the human capital strategies and goals of those strategies, timelines, and milestones. An ideal implementation plan will include a strategically aligned strategic direction, specific strategies to describe how the strategies will be accomplished, tasks to accomplish, appropriate timelines, and milestones.

Communications Plan - A plan to address the communications activities related to the human capital roadmap. An ideal communications plan would include the objectives of the communications, audience, timeline, communications channel, and any follow up requirements.

Change Management Plan - A proposal to address change management for each agency in coordination with plan recommendations including employee training (e.g. continuing education, coping strategies, career development), communications/marketing, and related supports needed to implement organizational, cultural, and workplace changes in support of the human capital recommendations.

Budget recommendations - A formal budget proposal suitable for submission to executive leadership

that contains all elements of the proposed recommendation, costs, and timeframes for implementation.

1.4.5 Other Services

In addition to the deliverables associated with the Strategic Technology Plan as set for in Section 1.4.4, State of Iowa may request the successful contractor to perform additional support services for Governmental Entities as follows:

Procurement Support - Activities related to the development, issuance, or evaluation of procurements issued in support of the IDR Strategic Technology Plan and Strategic Technology Plans for other Governmental Entities. Such activities may include the development of requirements, drafting of proposals, and other such tasks deemed necessary by governmental agencies to manage solicitations in support of its technology portfolio.

Technology Advisory Services - Other services to advise, consulting, support, or coordinate technology projects or programs on behalf of Governmental Entities including project management, business analysis, strategic planning, consulting services, information technology support, or related duties to assist Entities with management of their information technology portfolios.

Ongoing Strategic Planning - Other services in support of strategic planning needs for Governmental Entities including, but not limited to, coordination, facilitation, development, information gathering, research, and related tasks to support Governmental Entities' technology strategy and related needs.

SECTION 2 ADMINISTRATIVE INFORMATION
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12.1 Issuing Officer

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

2.2 Restriction on Communication

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

2.3 Downloading the RFP from the Internet

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

2.4 Procurement Timetable

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

2.5 Resource Information

A resource room will be available, by appointment only, for potential vendors to review material relevant to the RFP June 5, 2018 from 9:00 a.m. to 4:00 pm CDT. Vendors should contact Mike Nolan by phone at (515) 725-4010 to schedule an appointment. See Attachment #7 for a list of materials that will be provided in the Resource Room.

2.6 Pre-Proposal Conference

If the RFP cover sheet indicates a pre-proposal conference will be held in conjunction with this RFP, it will be held at the date, time, and location listed on the RFP cover sheet. The purpose of the pre-proposal conference is to discuss with prospective Contractors the work to be performed and allow prospective Contractors an opportunity to ask questions regarding the RFP. Oral discussions at the pre-proposal conference shall not be considered part of the RFP unless confirmed in writing by the Agency and incorporated into this RFP. The conference may

be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. A copy of the questions and answers will be posted in the form of an addendum at: <http://bidopportunities.iowa.gov/>.

2.7 Questions, Requests for Clarification, and Suggested Changes

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

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

2.8 Amendment to the RFP

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

2.9 Amendment and Withdrawal of Proposal

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

2.10 Submission of Proposals

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

Contractors must furnish all information necessary to enable the Agency to evaluate the

Proposal. Oral information provided by the Contractor shall not be considered part of the Contractor's Proposal unless it is reduced to writing.

2.11 Proposal Opening

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

2.12 Costs of Preparing the Proposal

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

2.13 No Commitment to Contract

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

2.14 Rejection of Proposals

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

- 2.14.1** The Contractor fails to deliver the cost proposal in a separate envelope.
- 2.14.2** The Contractor acknowledges that a mandatory specification of the RFP cannot be met.
- 2.14.3** The Contractor's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- 2.14.4** The Contractor's Proposal limits the rights of the Agency.
- 2.14.5** The Contractor fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.
- 2.14.6** The Contractor fails to timely respond to the Agency's request for information, documents, or references.
- 2.14.7** The Contractor fails to include Proposal Security, if required.
- 2.14.8** The Contractor fails to include any signature, certification, authorization, stipulation,

disclosure or guarantee as provided in Section 3 of this RFP.

- 2.14.9** The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.14.10** The Contractor initiates unauthorized contact regarding the RFP with state employees.
- 2.14.11** The Contractor provides misleading or inaccurate responses.
- 2.14.12** The Contractor's Proposal is materially unbalanced.
- 2.14.13** There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsive Contractor.
- 2.14.14** The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

2.15 Nonmaterial Variances

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

2.16 Reference Checks

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

2.17 Information from Other Sources

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

2.18 Verification of Proposal Contents

The content of a Proposal submitted by a Contractor is subject to verification. If the Agency

determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

2.19 Proposal Clarification Process

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

2.20 Disposition of Proposals

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

2.21 Public Records and Requests for Confidential Treatment

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

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

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

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

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

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

2.22 Copyright Permission

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

2.23 Release of Claims

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

2.24 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will not necessarily award a contract resulting from this RFP to

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

2.25 Award Notice and Acceptance Period

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

2.26 No Contract Rights until Execution

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

2.27 Choice of Law and Forum

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

2.28 Restrictions on Gifts and Activities

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

2.29 No Minimum Guaranteed

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

2.30 Appeals

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

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions 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: OCIO18002
RFP Title: Strategic Technology Plan
Mike Nolan
1305 E. Walnut
Level B
Des Moines, IA 50319

[Contractor's Name and Address]

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

1 Original, 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

3.1.2 If the Contractor designates any information in its Proposal as confidential pursuant to Section 2, the Contractor must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked

“Public Copy”.

3.1.3 Proposals shall not contain promotional or display materials.

3.1.4 Attachments shall be referenced in the Proposal.

3.1.5 If a Contractor proposes more than one solution to the RFP specifications, each shall be labeled and submitted separately and each will be evaluated separately.

3.2 Technical Proposal

The following documents and responses shall be included in the Technical Proposal in the order given below:

3.2.1 Transmittal Letter (Required)

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

3.2.2 Table of Contents

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

3.2.3 Executive Summary

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

3.2.3.1 Statements that demonstrate that the Contractor has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6.

3.2.3.2 An overview of the Contractor’s plans for complying with the specifications of this RFP.

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

3.2.4 Mandatory Specifications and Scored Technical Specifications

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

section, the Agency may reject the Proposal.

3.2.5 Vendor Background Information

The Contractor shall provide the following general background information:

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

3.2.6 Experience

The Contractor must provide the following information regarding its experience:

- 3.2.6.1** Number of years in business.
- 3.2.6.2** Number of years experience with providing the types of goods and/or services sought by the RFP.
- 3.2.6.3** The level of technical experience in providing the types of goods and/or services sought by the RFP.
- 3.2.6.4** A list of all goods and/or services similar to those sought by this RFP that the Contractor has provided to other businesses or governmental entities.
- 3.2.6.5** Three reference contacts must be provided as follows:
 - 3.2.6.5.1.1** (Minimum 1 Reference) Governmental entity (city, state, county, state agency, or federal agency) or financial institution with annual revenue of more than \$3 billion.
 - 3.2.6.5.1.2** (Minimum Two References) A public or private sector organization with a substantial information technology portfolio including servers, data centers, custom applications, and related information technology components. Include the size of the organization, scope of contract, and relevant supporting information to explain the engagement.

3.2.7 Personnel

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

- 3.2.7.1** Full name.
- 3.2.7.2** Education.
- 3.2.7.3** Years of experience and employment history particularly as it relates to the specifications of the RFP.
- 3.2.7.4** Specific role each person will play in the performance of the Contract.

3.2.8 Termination, Litigation, Debarment

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

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

- 3.2.8.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Contractor under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- 3.2.8.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity.
- 3.2.8.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party.
- 3.2.8.5** Any irregularities discovered in any of the accounts maintained by the Contractor on behalf of others. Describe the circumstances and disposition of the irregularities.

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

3.2.9 Criminal History and Background Investigation

The Contractor hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Contractor and all contractor supervisory personnel who will be involved in the performance of the Contract or with access to state data, to any and all state and federal background checks and criminal investigations required to maintain compliance with applicable state and federal regulations.

- 3.2.9.1** The successful contractor will have two weeks from the last date the contract is signed to complete and return to Agency all necessary background check documents and paperwork for all contractor personnel and supervisory personnel who will be involved in the performance of the contract.

3.2.10 Failed Background Checks

In the event any contractor personnel or supervisory personnel, who will be involved in the performance of the Contract or with access to state data, fails to pass required state and/or federal background checks, the Contractor will promptly fill the vacancy with another employee with substantially similar qualifications to perform the responsibilities of the disqualified employee.

3.2.11 Acceptance of Terms and Conditions

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

3.2.12 Certification Letter

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

3.2.13 Authorization to Release Information

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

3.2.14 Firm Proposal Terms

The Contractor shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm Bid Terms days following the deadline for submitting Proposals.

3.3 Cost Proposal

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

3.3.1 Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Contractors shall provide payment acceptance information in this section 3.3.1 in their Cost Proposals. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

3.3.1.1 Credit card or ePayables

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if

Contractor uses the Pcard or EAP payment methods. Pcard-accepting Contractors must abide by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 6.7 of the RFP. Contractors must provide a statement regarding their ability to meet the requirements in this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

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

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

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

3.3.1.3 State Warrant

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

3.3.2 Payment Terms

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

3.3.3 Contractor Discounts

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

3.3.3.1 Prompt Payment Discount

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

3.3.3.2 Cash Discount

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 SPECIFICATIONS

Overview

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

4.1 Mandatory Specifications

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

Contractor must:

Compliance and Security

- 4.1.1 Follow all State of Iowa standards, policies, procedures, processes, and directives concerning the services described herein and further provided at <https://ocio.iowa.gov/standards>.
- 4.1.2 Adhere to all requirements of IRS Publication 1075 governing the security, access, and confidentiality of taxpayer data. Agree to sign any Confidentiality Agreements presented by the State of Iowa.

- 4.1.3 The Contractor hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Contractor and all contractor supervisory personnel who will be involved in the performance of the Contract or with access to state data, to any and all state and federal background checks and criminal investigations required to maintain compliance with applicable state and federal regulations.
- 4.1.4 Ensure all Contractor personnel assigned to the State of Iowa complete State of Iowa Security Awareness Training and sign all confidentiality agreements provided by the State of Iowa on a schedule required by the State of Iowa.

Experience

- 4.1.5 Have experience as the prime contractor for at least one prior assessment of tax operations for a governmental entity (city, county, state agency, or federal agency) or financial institution with annual revenue of more than 3 billion.

Strategic Technology Plan - Technology Component

- 4.1.6 Complete activities and deliverables associated with 1.4.4.1.1 Technology Assessment (AS-IS).
- 4.1.7 Complete activities and deliverables associated with 1.4.4.1.2 Technology Recommendations (TO-BE).
- 4.1.8 Complete activities and deliverables associated with 1.4.4.1.3 Technology Roadmap.

Strategic Technology Plan - Process Component

- 4.1.9 Complete activities and deliverables associated with 1.4.4.2.1 Process Assessment (AS-IS).
- 4.1.10 Complete activities and deliverables associated with 1.4.4.2.2 Process Recommendations (TO-BE).
- 4.1.11 Complete activities and deliverables associated with 1.4.4.2.3 Process Roadmap.

Strategic Technology Plan - People Component

- 4.1.12 Complete activities and deliverables associated with 1.4.4.3.1 Human Capital Assessment (AS-IS).

- 4.1.13 Complete activities and deliverables associated with 1.4.4.1.2 Human Capital Recommendations (TO-BE).
- 4.1.14 Complete activities and deliverables associated with 1.4.4.1.3 Human Capital Roadmap.

Other Services

- 4.1.15 Provide additional Procurement Support Services as requested.
- 4.1.16 Provide additional Technology Advisory Services as requested.
- 4.1.17 Provide additional Ongoing Strategic Planning Services as requested.

4.2 Scored Technical Specifications

All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the evaluation committee in accordance with Section 5.

- 4.2.1 Describe your approach to developing strategic technology plans or similar assessments for clients. Provide examples of a past engagement including goals, time frames, deliverables, milestones, and any related information that further explains your approach.
- 4.2.2 Describe client success factors that support your work. Success factors may include, but should not be limited to: data access, employee access, executive support, etc.
- 4.2.3 Describe your approach to completing the Technology Component of the Proposed Strategic Technology Plan. Responses may include: proposed report outline, project plan, risks/opportunities, resources deployed, project artifacts, sample plans, and related materials demonstrating your approach.
- 4.2.4 Describe your approach to completing the Process Component of the Proposed Strategic Technology Plan. Responses may include: proposed report outline, project plan, risks/opportunities, resources deployed, project artifacts, sample plans, and related materials demonstrating your approach.
- 4.2.5 Describe your approach to completing the People Component of the Proposed Strategic Technology Plan. Responses may include: proposed report outline, project plan, risks/opportunities, resources deployed, project artifacts, sample plans, and related materials demonstrating your approach.
- 4.2.6 Describe your approach to information security. Provide information on any special certifications, endorsements, or compliance qualifications your firm holds. Provide information regarding your experience supporting clients regulated by the federal government for compliance with information security regulations. Responses should include information regarding federal compliance (e.g. IRS Pub 1075, HIPAA) that apply to state data and locations eligible to receive services under this RFP.
- 4.2.7 Provide reference contact information for a completed strategic planning exercise where you served as the prime contractor for the engagement. Three reference contacts must be provided as follows:

- 4.2.7.1 (Minimum 1 Reference) Governmental entity (city, state, county, state agency, or federal agency) or financial institution with annual revenue of more than \$3 billion.
- 4.2.7.2 (Minimum Two References) A public or private sector organization with a substantial information technology portfolio including servers, data centers, custom applications, and related information technology components. Include the size of the organization, scope of contract, and relevant supporting information to explain the engagement.

SECTION 5 EVALUATION AND SELECTION
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5.1 Introduction

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

5.2 Evaluation Committee

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

5.3 Tied Bid and Preferences

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

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

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

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

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

5.4 **Technical Proposal Evaluation and Scoring**

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications and Scored Technical Specifications described in Section 4.1 and 4.2 and meet the minimum score. To be deemed a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of Section 4.1 and include supportive materials as required to demonstrate the Contractor will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Content and Technical Criteria.

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

5.5 **Cost Proposal Scoring**

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

To assist the agency in evaluating, Cost Proposals may be evaluated and points awarded as follows. The Cost Proposals will remain sealed during the evaluation of the Technical Proposal and any Bidder Demonstration. Only prospective contractors that meet all of the required features will be considered during the cost evaluation phase of the review process. The compliant prospective contractor’s technical points will be added to the cost points, to obtain the total points awarded for the proposal. The Cost Proposals will be ranked from cheapest to the most expensive. The cheapest shall receive the maximum number of points available in this section. To determine the number of points to be awarded all other Cost Proposals, the cheapest bid will be used in all cases as the numerator. Each of the other bids will be used as the denominator. The percentage will then be multiplied by the maximum number of points and the resulting number will be the cost points awarded to other compliant contractors. Percentages and points will be rounded to the nearest whole value.

Example:

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

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

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

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

SECTION 6 CONTRACTUAL TERMS AND CONDITIONS

6.1 Contract Terms and Conditions

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

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

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

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

6.2 Special Terms

See Attachment 6

6.3 Contract Length

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

6.4 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.

6.5 Administrative Fee

Without affecting the approved Product or Service prices or discounts specified in the Master Agreement, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the State, made payable to the "Iowa Office of the Chief Information Officer".

**Attachment # 1
Certification Letter**

Alterations to this document are prohibited, see section 2.14.14.

[Date]

Mike Nolan, Issuing Officer
Iowa Office of the Chief Information Officer
1305 E. Walnut
B-Level
Des Moines, IA 50319

Re: RFP Number - PROPOSAL CERTIFICATIONS

Dear **Mike Nolan**

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]** (Contractor) in response to **Office of the Chief Information Officer** for OCIO18002 for Strategic Technology Plan are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

Certification of Independence

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

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

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

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

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

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

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

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

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #2
Authorization to Release Information Letter
Alterations to this document are prohibited, see section 2.14.14.

[Date]

Mike Nolan, Issuing Officer
Iowa Office of the Chief Information Officer
1305 E. Walnut
B-Level
Des Moines IA 50319

Re: **OCIO 18002** - AUTHORIZATION TO RELEASE INFORMATION

Dear **Name of Issuing Officer**:

[Name of Contractor] _____ (**Contractor**) hereby authorizes the Office of the Chief Information Officer ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to **OCIO18002**.

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

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

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

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

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

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

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

1. Confidential Treatment Is Not Requested

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

2. Confidential Treatment of Information is Requested

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

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

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

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

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

possessing competent jurisdiction. Additionally, if Respondent fails to comply with the request process set forth herein, if Respondent's request for confidentiality is unreasonable, or if Respondent rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

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

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

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

Company

RFP Number

RFP Title

Signature (required)

Title

Date

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

Part 2 - Confidential Treatment is Requested

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

NOTE:

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

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

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

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

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

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

Company

RFP Number

RFP Title

Signature (required)

Title

Date

**Attachment #4
Response Check List**

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
3. Number of Copies of the Bid Proposal			
3. One (1) Public Copy with Confidential Information Excised			
3. Transmittal Letter			
3. Specifications			
3. Vendor Background Information			
3. Experience			
3. Personnel			
3. Terminations			
3. Acceptance of Terms and Conditions			
3. Certification Letter			
3. Authorization to Release Information			
3. Firm Proposal Terms			
4. Mandatory Specifications			
4. Scored Technical Specifications			

ATTACHMENT #5

Payment Terms

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

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

Cost Proposal

Contractor's Cost Proposal shall include an all-inclusive, itemized, 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 60 Days Payment Terms. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

Strategic Technology Plan

Provide a total, all inclusive price, to develop and deliver the Strategic Technology Plan as described in your proposal and set forth in Section 1.4.4 Strategic Technology Plan:

1. The price must include all costs to complete the plan including travel, per-diem, and related costs.

Total, all inclusive fixed price cost for Strategic Technology Plan

\$ _____

Other Services

Provide a total, all inclusive **hourly rate** for other services as set forth in Section 1.4.5 Other Services. As per RFP Section 2.30, the Agency does not guarantee any minimum level of purchases under the Contract and can be used by any Governmental Agency.

Comment [1]: +mike.nolan@iowa.gov Do Work
Assigned to Michael Nolan

Description	Cost
<p>1. <i>Procurement Support</i> - Activities related to the development, issuance, or evaluation of procurements issued in support of the Strategic Technology Plans. Such activities may include the development of requirements, drafting of proposals, and other such tasks deemed necessary by governmental entities to manage solicitations in support of its technology portfolio.</p>	<p align="center">\$ _____ / hour</p>
<p>2. <i>Technology Advisory Services</i> - Other services to advise, consulting, support, or coordinate technology projects or programs on behalf of IDR including project management,</p>	<p align="center">\$ _____</p>

business analysis, strategic planning, consulting services, information technology support, or related duties to assist IDR with management of its information technology portfolio.	/ hour
3. Ongoing Strategic Planning - Other services in support of IDR strategic planning needs including, but not limited to, coordination, facilitation, development, information gathering, research, and related tasks to support IDR technology strategy and related needs.	\$ _____ / hour

Procurement Support - Activities related to the development, issuance, or evaluation of procurements issued in support of the IDR Strategic Technology Plan and Strategic Technology Plans for other Governmental Entities. Such activities may include the development of requirements, drafting of proposals, and other such tasks deemed necessary by Governmental Entities to manage solicitations in support of its technology portfolio.

Technology Advisory Services - Other services to advise, consulting, support, or coordinate technology projects or programs on behalf of Governmental Entities including project management, business analysis, strategic planning, consulting services, information technology support, or related duties to assist Entities with management of their information technology portfolios.

Ongoing Strategic Planning - Other services in support of strategic planning needs for Governmental Entities including, but not limited to, coordination, facilitation, development, information gathering, research, and related tasks to support Governmental Entities' technology strategy and related needs.

ATTACHMENT #6

Iowa Department of Revenue Confidential Information Requirements for Contractors

I. Access to Confidential Data

The contractor's employees, agents, and subcontractors may have access to confidential data maintained by the Iowa Department of Revenue (hereafter referred to as 'IDR' or 'the Department') to the extent necessary to carry out its responsibilities under the Contract. The contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the Department.

II. Performance

In performance of the Contract, the contractor agrees to comply with and assume responsibility for compliance by its employees, agents, or subcontractors with the following requirements:

- 1) All work will be done under the supervision of the contractor or the contractor's employees.
 - i) The contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the contractor in connection with the performance of its duties under the Contract.
 - ii) The contractor shall provide adequate supervision and training to its employees, agents, or subcontractors to ensure compliance with the terms of the Contract. Annual training shall include, but is not limited to, the IRS video "Protecting Tax Information".
 - iii) The contractor shall provide acceptance by its employees, agents, or subcontractors, by signature, of the terms of federal and state confidentiality disclosure (see Exhibit 1 Acknowledgment of Statements of Confidentiality).
 - iv) The contractor shall provide to the Department a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats.
 - v) The contractor will maintain a list of employees, agents, or subcontractors with authorized access to the Department's data. Such list will be provided to IDR and, when federal tax information (FTI) is involved, to the Internal Revenue Service (IRS) reviewing office upon request.
 - vi) The contractor and the contractor's employees, agents, and subcontractors with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
 - vii) No work furnished under this Contract will be subcontracted without prior written approval from the Department. If written approval is received, all subcontractors and subcontractor's employees shall be held to the same standards as the contractor and the contractor's employees, including, but not limited to, annual training and acceptance of confidentiality disclosure.
 - viii) No data can be accessed by contractor, or contractor's employees, agents, and subcontractors located offshore or via any information systems located off-shore.
 - ix) The contractor will complete a security risk assessment questionnaire annually, as part of a certification process with the Department.

- 2) Any tax information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of its duties under this Contract. Inspection by or disclosure to anyone other than an authorized officer, employee, agent or subcontractor of the contractor is prohibited.
- 3) All tax information will be accounted for upon receipt and properly safeguarded in accordance with security requirements set forth in this Contract before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- 4) Upon completion of duties under this Contract or the specific direction of IDR, the contractor will certify that the data processed and any output generated during the performance of duties under this Contract will be completely purged from all data storage components, including, but not limited to data center facility, laptops, computers and other storage devices. If immediate purging of all data storage components is not possible, the contractor will certify that any tax information remaining in any storage component will be safeguarded to prevent unauthorized disclosures until it has been purged. Once all data processed and output generated has been completely purged, the contractor shall submit a signed certification to the Department to that effect.
- 5) Any spoilage or intermediate hardcopy output that may result during the processing of tax information will be given to the Department. When this is not possible, the contractor will be responsible for the destruction of the spoilage or intermediate hard copy printouts, and will provide the Department with a statement containing the date of destruction, description of material destroyed, and the method used. Destruction method must meet specifications as defined in IRS Publication 1075 Section 8.3.
- 6) The contractor will ensure that all computer systems processing, storing, or transmitting tax information meets the computer system security requirements defined in IRS Publication 1075 Section 9.1. The security features of the computer systems must meet all functional and assurance requirements for the managerial, operational, and technical security controls. All security features must be available and activated to protect against unauthorized use of and access to tax information.
- 7) The use of personally owned computers for accessing IDR information is strictly prohibited.
- 8) Any data supplied by IDR to the contractor or contractor's employees, agents, or subcontractors or created by the contractor or contractor's employees, agents, or subcontractors in the course of the performance of its duties under this Contract shall be considered the property of IDR. No confidential information collected, maintained, or used in the course of performance of the Contract shall be disseminated by the contractor or contractor's employees, agents, or subcontractors except as authorized by law and only with the prior written consent of the Department, either during the period of the Contract or thereafter. The contractor may be liable for an unauthorized disclosure if it fails to comply with federal and state confidential safeguard requirements.

- 9) In the event that a subpoena or other legal process is served upon the contractor for records containing confidential information, the contractor shall promptly notify IDR and cooperate with the Department in any lawful effort to protect the confidential information.
- 10) The contractor shall immediately report to IDR any unauthorized disclosure or security breach of confidential information. These include, but are not limited to: (i) Unauthorized access or disclosure of confidential information; (ii) Illegal technology transfer; (iii) Sabotage, destruction, theft, or loss of confidential information or the information systems, and (iv) Compromise or denial of confidential information or information systems.
- 11) IDR and the IRS, with 24 hour notice, shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS's right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. An inspection questionnaire may be used in lieu of an on-site visit at the discretion of the IRS. On the basis of such inspection, specific actions may be required of the contractor in cases where the contractor is found to be noncompliant with Contract safeguards.
- 12) If the Department is required to notify taxpayers of a security or confidentiality breach caused by the contractor, the Department is entitled to reimbursement of such costs related to this notification from the contractor (see Iowa Code § 715C.2).
- 13) If the contractor fails to provide the safeguards described above, IDR will have the right to void the Contract immediately.
- 14) The contractor's confidentiality obligations under this section shall survive the termination of this Contract.
- 15) Any disclosure of federal tax information shall be subject to penalties prescribed by IRC §§ 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1. Any disclosure of state tax information as governed by the Iowa Code Ann., §§ 422.20, 422.72, and 452A.63, shall be subject to penalties prescribed therein.

III. Criminal/Civil Sanctions

- 1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Each officer and employee shall be further notified that any such unauthorized further disclosure of returns or

return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC §§7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- 2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Agreement. Inspection by any unauthorized person constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Each such officer and employee shall be notified that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC §§ 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- 4) Granting a contractor access to FTI must be preceded by certifying that each individual understands IDR's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in IDR's files for review. As part of the certification and at least annually afterwards, the contractor shall be advised of the provisions of IRC §§7213, 7213A, and 7431. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches (See Publication 1075 Section 10). For both the initial certification and the annual certification, the contractor's employees, agents, and subcontractors shall sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

Attachment #7
Resource Information

A resource room will be available, by appointment only, for potential vendors to review material relevant to the RFP June 5, 2018 from 9:00 a.m. to 4:00 pm CDT. Vendors should contact Mike Nolan by phone at (515) 725-4010 to schedule an appointment.

Materials available in the resource room will include:

1. Technology and Business Process by Division
2. Technology A-Z Rating and Purpose