

STATE OF IOWA
INVITATION TO QUALIFY (ITQ)
COVER SHEET

DISCLAIMER: If you experience difficulty reading this document and require an accessible version optimized for a screen reader, please contact Mike Nolan at 515-954-5458 or via email at Mike.Nolan@iowa.gov to obtain one.

Title Of ITQ:	Cybersecurity Vendor Support Services		
ITQ No.:	2024BUS0915		
Agency:	Iowa Department of Management		
State seeks to purchase:	Cybersecurity Vendor Support Services		
Available to Political Subdivisions?	YES, including state and local governments and non-profit organizations as long as permissible under law, and the resultant contracts may be made available to other states through cooperative purchasing entities.		
Number of <u>mos.</u> or <u>yrs.</u> of the initial term of the contract:	5 years	Number of possible annual extensions:	5
Anticipated initial Contract term start date:	6/28/2024	Anticipated initial Contract term end date:	6/30/2029
State Issuing Officer:			
Name: Mike Nolan			
Phone e-Mail and Fax: Mike.Nolan@iowa.gov 515-954-5458			
Mailing Address: Department of Management Division of Information Technology Attn: Mike Nolan 200 E. Grand Ave. Des Moines, Iowa 50309			
PROCUREMENT TIMETABLE —There are no exceptions to any deadlines for Respondents; however, the Agency reserves the right to change the dates/times, in its sole discretion.			
Event or Action:	Date/Time (Central Time):		
State Posts Notice of ITQ on TSB website	3/15/2024		
State Issues ITQ to Bid Opportunities website	3/20/2024		
Letters of Intent to Propose Due: (NOTE: Letters of Intent to Propose are not mandatory).	4/21/2024		
Respondent’s written questions, requests for clarification, and suggested changes due:	4/21/2024		
Agency’s written response to ITQ questions, requests for clarifications, and suggested changes due:	4/28/2024		

Proposals Due:		5/28/2024
Anticipated Date to issue Notice of Intent to Award:		6/14/2024
Anticipated Date to execute Contract:		6/28/2024
Important Websites:		URL:
Website where any Amendments/Addenda to this ITQ will be posted:		https://ocio.iowa.gov/it-bid-opportunities
Location where contract terms and conditions may be found:		Attachment #5
Key Requirements:		
Number of Copies of Proposals Required to be Submitted:		1 Original paper copy; 1 Digital copy; and if seeking confidential treatment of part of the proposal, 1 digital "Public Copy" with redactions permanently made to the confidential portions.

SECTION 1 INTRODUCTION

1.1 Purpose

The State of Iowa through this Invitation to Qualify (“ITQ”) seeks to pre-qualify vendors of certain cybersecurity services and enter into master service agreements with vendors as a resource for state and local governmental entities as well as participating non-profit entities (the “Purchasing Entity”) to meet the cybersecurity needs of Purchasing Entities. This ITQ envisions panels of prequalified and pre-contracted vendors ready to address specific needs of Purchasing Entities, with selection of a specific vendor established through subsequent vendor selection processes consistent with the procurement obligations of the Purchasing Entity. Such specific vendor selection processes would be focused exclusively on the vendors prequalified for the services sought.

NOTE: Future Statements of Work issued by Purchasing Entities as well as other specifics associated with such future SOWs will be established consistent with the Purchasing Entity’s procurement obligations. In most cases, this will involve some form of competitive bidding among pre-qualified ITQ vendors, with appropriate exceptions available in emergency or sole source scenarios. A Respondent’s inclusion in one of the ITQ categories of services in no way guarantees an award of any future SOW by Purchasing Entity.

The grouping of services contemplated by this ITQ are:

1. **Cybersecurity Risk Assessments**, including but not limited to risk assessments performed pursuant to HIPAA, NIST SP 800-53, SOC 2 Type 2, ISO 27001, MARS-E, CJIS, etc.
2. **Breach Notification Assistance**, including assisting Purchasing Entities in the event of a data breach by providing expertise in navigating the regulatory obligations associated with breach notifications. This would potentially include preparing required notifications, coordinating with relevant oversight authorities and other crisis communication assistance, and coordinating or providing credit monitoring.
3. **Incident Response Planning and Execution**, including collaborating with Purchasing Entities to develop a robust incident response plan, and potentially assisting in the execution of the plan to contain an incident and facilitate recovery efforts.
4. **Vulnerability Assessment and Penetration Testing**, which may include conducting regular vulnerability assessments and penetration tests to identify weaknesses in a Purchasing Entity’s systems and networks.

5. **Security Awareness Training**, which may include designing and delivering cybersecurity training programs, including the ability to conduct phishing tests, for Purchasing Entities.
6. **Security Monitoring and Threat Detection**, including implementing advanced monitoring tools and technologies to continuously monitor the Purchasing Entity's network and systems for unusual activities and potential security breaches, as well as providing real-time alerts and insights to enable rapid response.
7. **Security Policy and Procedure Development**, including collaborating with Purchasing Entities to develop comprehensive cybersecurity policies and procedures tailored to a Purchasing Entity's specific needs, thereby establishing guidelines for security practices, access control, data handling, incident response, and compliance requirements.
8. **Compliance and Regulatory Support**, including assisting a Purchasing Entity in ensuring compliance with relevant cybersecurity regulations and standards, assessing the agency's current compliance status, identifying gaps, and recommending measures to meet regulatory requirements.
9. **Security Architecture Design and Review**, including reviewing and enhancing a Purchasing Entity's security architecture by identifying opportunities to strengthen the overall design of its IT infrastructure, including recommending technological solutions, encryption strategies, and access controls.
10. **Forensic Analysis, Investigation, and Litigation Support**, including providing expertise in conducting digital forensic investigations following cybersecurity incidents, including analyzing evidence, reconstructing events, providing detailed reports that can be used for legal and disciplinary purposes, and witness testimony or expert opinion needed to support a Purchasing Entity's cybersecurity litigation needs.

Because the services contemplated by this ITQ are needed across the State as well as outside of the State, this ITQ and resultant master agreements will be made available to entities qualified to purchase through State IT master agreements, potentially including governmental entities in other states.

Vendors wishing to submit proposals to this ITQ will be permitted to select any combination of the above support services and submit narrative proposals in support of a vendor's inclusion in the identified categories of cybersecurity services. Future procurements to select the best vendor for a given assignment may be focused on one or more types of services and, concomitantly, the vendors who have been prequalified for the services needed. While ITQ vendors will be prequalified and under contract with the State, awards of specific scopes of work will only come through subsequent shortened procurements that will be focused on the

specific Purchasing Entity needs and the prequalified vendors capable of addressing those needs.

The end goal of this effort is, in essence, the creation of a “shopping cart” of pre-qualified and pre-contracted vendors that a Purchasing Entity can turn to in a time of need. Because the cost of future services will vary widely based on the specific needs of a Purchasing Entity and the timeframe needed for completion of the tasks at hand, the ITQ will not attempt to establish pricing for potential future services. Pricing will be established as part of a subsequent procurement process focused on the prequalified vendors with the proven ability to meet the Purchasing Entity’s needs.

As the cybersecurity vendor community will change over time, the Agency will need to evaluate and update ITQ vendors on an ongoing basis. As such, it is the intent of the Agency to reissue this ITQ on a regular basis going forward to refresh the pre-qualified vendors associated with each grouping of cybersecurity services.

Proposals for security services that involve access from vendor staff/resources located outside of the Continental United States may not be permitted in certain circumstances. Vendors barred from providing services to the federal government will be prohibited from participating in the Invitation to Qualify.

Statement about Iowa

Iowa, situated in the heartland of America, is renowned for its robust agricultural sector and vibrant communities. The State government serves a population of approximately 3.2 million people. In the realm of technology, Iowa's State government has embraced advancements to enhance efficiency and accessibility. The State government was recently reorganized into 16 core State agencies, including the Department of Revenue, Department of Transportation, and Department of Health and Human Services. Iowa leverages information technology extensively. From digital platforms for tax filing to online services for driver's license renewal, technology plays a pivotal role in streamlining processes and improving citizen engagement. This integration underscores Iowa's commitment to modern governance, ensuring effective delivery of services to its diverse populace. In tandem with technological advancements, Iowa recognizes the critical importance of cybersecurity in safeguarding sensitive data and infrastructure. The State government invests in robust cybersecurity measures to protect against evolving threats, ensuring the integrity and confidentiality of information vital to the well-being of its citizens.

Iowa is divided into 99 counties, each of which is served by its own county administration, with municipalities within each county managed by its own body of elected officials. Counties and municipalities have home rule authority delegated to them under the Iowa Constitution. Iowa Const. Art. III, § 38A. The result is a patchwork of disparate local IT systems throughout the State, all of which have varying levels of cybersecurity maturity.

Under Iowa Code chapter 8B, the Department of Management, Division of Information Technology (“DOM”) has authority to establish information technology and cybersecurity policies applicable to the State enterprise. In addition, DOM has authority to enter into master agreements for information technology goods and services. Such master IT contracts can then be made available to any element of state or local government within the State of Iowa. This ITQ process may result in the resultant contracts being made available through multi-state cooperatives such as NASPO ValuePoint available through the National Association of State Procurement Officials. <https://www.naspovaluepoint.org/>.

1.2 Definitions

In addition to any terms specifically defined elsewhere herein, for the purposes of this ITQ and any resulting Contract, the following terms shall mean:

“Agency” means the agency identified on the ITQ cover sheet that is issuing the ITQ and, as used and to the extent used in the Contract, any other agency(ies) or governmental entity(ies) of the State that purchases from the Contract once executed.

“Contract” means the contract(s) entered into with the successful Respondent(s) as identified on the ITQ Cover Sheet and more fully described in Section 6 (Contract Terms and Conditions & Administration).

“Contractor” or **“Vendor”** means the successful Respondents to this ITQ that ultimately enter into a Contract as a result of this ITQ.

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

“Respondent” means a potential contractor submitting a Proposal in response to this ITQ.

“Responsible Respondent” means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, the Agency may consider various factors including, but not limited to: the Respondent’s competence and qualifications to provide the goods or services requested; the Respondent’s integrity and reliability; the past performance of the Respondent, Respondent’s past contract terminations, litigation, or debarments; Respondent’s criminal history; Respondent’s financial stability; and the best interests of the Agency and the State.

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

“ITQ” means this Invitation to Qualify as amended and any attachments, exhibits, schedules or addenda hereto.

“State” means the State of Iowa, including 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 ITQ.

“Terms and Conditions” means the terms and conditions attached hereto in Section 6.

SECTION 2 ADMINISTRATIVE INFORMATION
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This section provides information and instructions on how Respondents should respond to the ITQ. This section does not contain any requirements related to the actual goods or services sought.

2.1 Read, Understand, and Comply

It is the Respondent's responsibility to read this entire document, review all attachments, and any addenda thereto, and to comply with all requirements specified herein.

2.2 Respondent Registration and Approval

Successful Respondents shall register with the Iowa Secretary of State prior to signing the Contract. Only properly registered vendors will be entitled to Contract award and payment. Registration can be performed electronically using the Secretary of State's [business filings page](#). Contractors are responsible for maintaining current and accurate registration information during the term of the Contract.

NOTE: Registration with the Secretary of State is not required to submit a proposal but must be completed before the Contract is signed and work commences.

2.3 Issuing Officer

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

2.4 Restriction on Bidder Communication

From the issue date of this ITQ until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this ITQ must be submitted as provided in Section 2.8 (Questions, Requests for Clarification, and Suggested Changes). Oral questions related to the interpretation of this ITQ will not be accepted. There may be no communication regarding this ITQ with any State employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the ITQ.

2.5 Downloading the ITQ from the Internet

The ITQ document and any addenda to the ITQ will be posted at <https://bidopportunities.iowa.gov>. The posted version of the ITQ is the official version. The Agency will only be bound by the official version of the ITQ document(s). The Respondent is advised to check the website periodically for amendments/addenda to this ITQ, particularly if the Respondent downloaded the ITQ from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to ensure that any previously downloaded documents are in fact the most up to date and to check for any addenda to posted documents.

2.6 Procurement Timetable

The dates provided in the procurement timetable on the ITQ cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the

Agency changes any of the deadlines for Respondent submissions, the Agency will issue an addendum to the ITQ.

2.7 Letters of Intent to Propose

The Agency requests that bidders provide their intent to Propose to the Issuing Officer by the date and time as listed on the cover sheet. A Letter of Intent to Propose must be mailed, sent via delivery service or hand delivered to the Issuing Officer and received by the time and date listed in the ITQ cover sheet. The Letter of Intent to Propose must identify the ITQ by its name and number and include the Respondent's name, mailing address, electronic mail address, fax number, telephone number, a statement of Respondent's intent to submit a proposal in response to the ITQ, and an authorized signature. Submitting a Letter of Intent to Propose is not mandatory, but the Agency will only respond to questions from entities that have submitted a Letter of Intent to Propose. The Agency may cancel an ITQ for lack of interest based on the number of such letters received.

2.8 Questions, Requests for Clarification, and Suggested Changes

Respondents who have submitted a letter of intent to propose are invited to submit written questions and requests for clarifications regarding the ITQ. Respondents may also submit suggestions for changes to the specifications of this ITQ. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the ITQ cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the ITQ, Respondent shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions received from Respondents who have submitted a Letter of Intent to Propose on before the date listed on the ITQ cover sheet. The Agency's written responses will become an addendum to the ITQ. If the Agency decides to adopt a suggestion that modifies the ITQ, the Agency will issue an addendum to the ITQ. Failure to raise a question, request for clarification, or suggestion through this process shall constitute a waiver of any objection or argument as part of any subsequent vendor appeal; this waiver is intended to ensure the State is able to correct any material issues or errors in an orderly, efficient fashion and in a manner that is fair to all prospective Contractors.

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 ITQ through an addendum.

2.9 Costs of Preparing the Proposal

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

2.10 Submission of Proposals

The Agency must receive all required copies (including paper copy and digital) of the Proposal at the Issuing Officer's address identified on the ITQ cover sheet before the "Proposals Due" date and time listed on the ITQ cover sheet. **This is a mandatory requirement and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and will not be evaluated.** Respondents sending Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. Postmarking by the due date will not substitute for actual receipt of the Proposal.

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

2.11 Release of Claims

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

2.12 Disposition of Proposals

Except as otherwise provided herein, all Proposals submitted in response to this ITQ become the property of the State and shall not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be public records available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment according to the process set forth below, in accordance with Form 22, and pursuant to applicable exceptions or grounds for confidential treatment provided in Iowa Code Chapter 22 or other applicable law.

2.13 Form 22 - Request for Confidentiality

The Agency's release of public records is governed by Iowa Code chapter 22 and corresponding fair information practices rules. Respondents are encouraged to familiarize themselves with Chapter 22 and applicable fair information practices rules 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 and materials submitted by a Respondent as non-confidential records unless Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein (including but not limited to in accordance with the terms, conditions, and requirements set forth in Form 22, attached hereto) AND the information **does in fact qualify for confidential treatment** under Iowa or other applicable law.

Failure to request that information or materials be treated as confidential in accordance with this section and/or Form 22 shall relieve the Agency and state personnel from any responsibility for maintaining the information or materials in confidence. Respondents may not request confidential treatment with respect to information or sections of their Proposals specifically identified by the Agency in the ITQ as being non-confidential or subject to public disclosure. A Respondent's request for confidentiality that does not comply with the terms, conditions, or requirements of this section or Form 22 is grounds for rejecting a Proposal or denying a request for confidential treatment. Blanket requests to maintain an entire Proposal as confidential will be categorically rejected.

In the event the Agency receives a request for information marked confidential, written notice shall be given to the Respondent seventy-two (72) hours prior to the release of the information to allow the Bidder to seek injunctive relief pursuant to Iowa Code § 22.5 or 22.8. Additionally, if the Respondent fails to comply with the confidentiality process set forth herein or in Form 22, Respondent's request for confidentiality is overbroad or unreasonable, Respondent fails to supply the Agency with sufficient information to determine whether Respondent's request for confidential treatment is founded, or Respondent rescinds its request for confidential treatment, the Agency may release such information or material with or without providing advance notice to the Respondent and with or without affording the Respondent the opportunity to obtain an order restraining its release from a court of competent jurisdiction. Respondent waives any claims it

may have against the Agency or the State of Iowa related to the confidential treatment of any information or materials submitted as part of the ITQ process that result, in whole or in part, from any deficiencies with or related to compliance with this section or Form 22, or that otherwise result from Respondent's failure to comply with the terms, conditions, or requirements of this ITQ or Form 22. Respondent further waives any claim for attorney's fees or other costs or expense incurred by Respondent in connection with Respondent's defense of any claim for confidential treatment of its Proposal or the contents thereof.

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

2.14 Copyright Permission

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

2.15 Amendment and Withdrawal of Proposal

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

2.16 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. *See Iowa Admin. Code r. 129—10.15.* However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.17 Rejection of Proposals

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

- a) The Respondent acknowledges that a mandatory specification of the ITQ cannot be met.
- b) The Respondent's Proposal changes a material specification of the ITQ or the Proposal is not compliant with the mandatory specifications of the ITQ.
- c) The Respondent's Proposal limits the rights of the Agency.
- d) The Respondent, in the Agency's sole opinion, fails to include information necessary to substantiate that it will be able to meet a specification of the ITQ.
- e) The Respondent fails to timely respond to the Agency's request for information, documents, or references.

- f) The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as required by this ITQ.
- g) The Respondent, in the Agency's sole opinion, presents the information requested by this ITQ in a format inconsistent with the instructions of the ITQ, including that Respondent fails to comply with the ITQ's formatting requirements.
- h) The Respondent initiates unauthorized contact regarding the ITQ with a State employee other than the Issuing Officer.
- i) The Respondent, in the Agency's sole opinion, provides misleading or inaccurate responses.
- j) There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.
- k) The Respondent alters the language in any certification/disclosure or authorization forms attached hereto and required to be submitted as part of the process.
- l) The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

2.18 Immaterial Variances

The Agency reserves the right to waive or permit cure of immaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Immaterial variances include but are not limited to, minor failures, informalities, or irregularities, or any other variance between the Proposal and the requirements of this ITQ which does not go to an essential requirement of the ITQ or has no effect or merely an inconsequential effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of such variances would not prejudice other Respondents. For the avoidance of doubt, financial information, past litigation/regulatory matters, or criminal history information shall be considered immaterial variances. In the event a Respondent omits information from its Proposal that would otherwise constitute an immaterial variance, the Agency shall be deemed to have waived the immaterial variance notwithstanding the absence of affirmative evidence or documentation demonstrating the waiver. In the event the Agency waives or permits cure of immaterial variances, such waiver or cure will not modify the ITQ specifications or excuse the Respondent from full compliance with ITQ specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.19 Proposal Clarification Process

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

2.20 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, to discuss the Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal, or to otherwise determine whether Respondent is a Responsible Respondent.

2.21 Criminal History and Background Investigation

The Agency reserves the right to perform a criminal history check and background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract in determining whether Respondent is a Responsible Respondent. By submitting its Proposal, Respondent hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract, and will fully cooperate with the Agency in obtaining any required waivers or releases required to complete any such criminal history check and background investigation(s).

2.22 Information from Other Sources

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

2.23 Verification of Proposal Contents

The content of a Proposal submitted by a Respondent is subject to verification. If the Agency determines, in its sole discretion, that the content is in any way misleading or inaccurate, the Agency may reject the Proposal. If the Agency determines, in its sole discretion, that the content is in any way misleading or inaccurate after the original Notice of Intent to Award has been issued, the Agency may reject a Proposal, or withdraw a prior Notice of Intent to Award. If the Agency determines, in its sole discretion, that the content is in any way misleading or inaccurate after a Contract has been executed between the Agency and Respondent, the Agency may declare the Respondent's Proposal or resulting Contract void, terminate any Contract, or pursue available remedies including but not limited to suspension, debarment, or damages for breach of contract.

2.24 Evaluation of Proposals Submitted

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

2.25 Best and Final Offer. *Reserved.*

2.26 Contract Managers as Evaluators

Contract managers, or other personnel who may have personal experience with prospective Respondents, may possess extraordinarily valuable program expertise, such that they are valuable, if not indispensable, assets to an evaluation committee. For that reason, among others, contract managers and such other personnel may serve on the evaluation committee in evaluating Proposals submitted in response to this ITQ. Contract managers and such other personnel serving

as evaluators will guard against the interjection of bias for or against any incumbent, but, like all other evaluators, may consider their experiences with all Respondents and any other extrinsic evidence known to them if relevant to what is being evaluated.

2.27 Preferences

The State will make every effort to support Iowa-based businesses, Iowa products and services, American-made products, and American-based businesses when making a purchase. Tied bids will be decided in favor of the Iowa-based business or product and service, or the American-based business or product and service.

2.28 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the ITQ 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 the Agency. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award.

2.29 Exclusivity

Any contract resulting from this ITQ shall not be an exclusive contract.

2.30 No Minimum Guaranteed

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

2.31 No Commitment to Contract/No Rights until Execution

The Agency reserves the right to reject any or all Proposals received in response to this ITQ at any time prior to the execution of the Contract. Issuance of this ITQ in no way constitutes a commitment by the Agency to award a contract. No Respondent shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and the Agency. See Section 6 (Contract Terms and Conditions & Administration) for additional information related to the contracting process and the terms and conditions governing any resulting Contract.

2.32 Use of Subcontractors

The Agency acknowledges that the successful Respondent may contract with third parties for the performance of any of the Contractor's obligations. The Agency reserves the right to provide prior approval for any subcontractor used to perform services under any contract that may result from this ITQ.

2.33 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 the State government. Respondents are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.34 Respondent Continuing Disclosure Requirement

To the extent that Respondents are required to report incidents when responding to this ITQ related to damages, penalties, disincentives, administrative or regulatory proceedings, or felony

convictions, these matters are subject to continuing disclosure to the Agency. Incidents occurring after submission of a Proposal, and with respect to the successful bidder after the execution of a contract, shall be disclosed in a timely manner in a written statement to the Agency. For purposes of this subsection, timely means within 30 days from the date of the incident, regardless of any appeal rights. If a Respondent fails to disclose an incident, regardless of whether the incident occurred before or after submission of a Proposal, and the Agency subsequently learns of the incident and determines the omission is material, the Agency, in its sole discretion, may cancel the award. If an omission is brought to the attention of an Agency as part of the appeal process set forth below, and the omission is determined to be potentially material, the appropriate remedy is for the applicable tribunal to remand the matter back to the Agency for it to determine whether the omission was, in the Agency's sole discretion, material, and whether to cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State; reissue the ITQ; or proceed on another alternative path.

2.40 Appeals

2.40.1 Generally. A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Agency may appeal the decision by filing a written Notice of Intent to Appeal (in accordance with Iowa Administrative Code rule 129—11.3) to: The Iowa Department of Management, Division of Information Technology, 200 E. Grand, Des Moines, IA 50309 and a copy to the Issuing Officer. The Notice of Intent to Appeal must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Agency, exclusive of Saturdays, Sundays, and legal State holidays.

2.40.2 Appeal Bond/Security. As contemplated and permitted by Iowa Administrative Code rule 129—10.12(2)(c), an Appellant appealing a Notice of Intent to Award shall, accompanying the Notice of Intent to Appeal, supply an appeal bond equal to 5 percent of the total contract value. If the contract value is not readily discernible, the Agency will supply the Respondent with an estimate upon request, which estimate shall be determinative. This appeal bond shall be separate, distinct, and in addition to any bond required by Iowa Administrative Code rule 129—11.10(1)(a) in connection with a petition for stay of the Award, if sought, or an appeal security required in connection with any request for second-tier review in accordance with Iowa Administrative Code rule 129—11.7(2), if pursued. In addition to the foregoing appeal bond, should an appeal proceed to a second-tier review, the Respondent initiating such appeal shall supply the Agency with an additional appeal security equal to 25 percent of total contract value. Such additional appeal security shall accompany the request for second tier review. Appellant forfeits an appeal bond or security if, as determined by the Agency, following resolution of the appeal, the appeal is determined to have had little or no factual or legal basis and was primarily filed to frustrate the procurement process or cause hardship for the Agency or another vendor. Failure to supply the Agency with an appeal bond or security required by this section 2.40.2 shall result in dismissal of the appeal. An appeal bond or security may be by certified check, cashier's check, certificate of deposit, irrevocable letter of credit, bond, or other security acceptable to the Agency. These requirements will not be waived by the Agency

2.41 Choice of Law and Forum

All issues in any way related to this ITQ and any resulting Contract shall be governed in all respects by, and construed in accordance with, the laws of the State of Iowa, without giving effect to the

choice of law principles thereof. Any and all litigation or actions commenced in connection with this ITQ or any resulting Contract shall be brought and maintained in the state court sitting in Des Moines, Iowa. If jurisdiction is improper in this state court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. By submitting its Proposal, Respondent irrevocably: (1) consents and agrees that any legal or equitable action or proceeding arising under, in connection with or arising out of this ITQ or any resulting Contract shall be brought and maintained exclusively in the aforesaid courts; (2) submits to and accepts, with respect to any such action or proceeding, for it and in respect of its properties and assets regardless of the physical or legal situs thereof, generally and unconditionally, the jurisdiction of the aforesaid courts; and (3) waives any objection to such jurisdiction based on *forum non conveniens* or otherwise. This provision shall not be construed as waiving or altering any requirement that Respondent utilize or exhaust any administrative remedies or procedures as a precondition to judicial review. This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Agency or the State of Iowa, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise.

2.42 Order of Precedence

If there is a conflict between a specific provision in this solicitation or those in any resulting contract documents the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the ITQ; (3) the Proposal.

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 Technical Proposal shall be typewritten in digital format. There will be no cost proposal submission in relation to the ITQ stage. **PROPOSALS MUST BE LIMITED TO NO MORE THAN 150 PAGES.**

3.1.2 Multiple envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

ITQ Number:	ITQ Number 2024BUS0915
ITQ Title:	Cybersecurity Vendor Support Services
Issuing Officer Name:	Mike Nolan
Lead Agency Address:	Iowa Department of Management Office of the Chief Information Officer 200 E. Grand Ave. Des Moines, IA 50309

[Respondent's Name and Address]

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

3.1.3 One digital copy of the Technical Proposal shall be timely submitted to the Issuing Officer. **Digital copies of the Proposal must be in PDF format and saved in a single digital file. The PDF must not be saved with protections that restrict printing of the file.**

3.1.4 Technical Proposal Contents

Original Technical Proposal in digital format

Electronic Public Copy on same digital media (if submitted)

3.1.5 If the Respondent designates any information in its Technical Proposal as confidential pursuant to Section 2.13 (Form 22—Request for Confidentiality), the Respondent must also submit one (1) copy of the Proposal from which confidential information has been excised and which is marked “Public Copy.” The Public Copy must be provided in digital format (i.e., PDF) so that the Public Copy can be distributed quickly in compliance with the State Open Records law, Iowa Code chapter 22.

3.1.6 Proposals shall not contain promotional or display materials.

3.1.7 Attachments shall be identified in the body of the main Proposal.

3.1.8 Proposals should address **ALL** cybersecurity services for which a vendor seeks inclusion as a pre-qualified ITQ vendor. Each category of cybersecurity services should be called out separately with its own headline and discussed separately in the Proposal.

3.2 Proposal Contents

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

3.2.1 Transmittal Letter

DOM requests that an individual authorized to legally bind the Respondent submit a transmittal letter. The letter should include the Respondent’s mailing address, email address, and telephone number.

3.2.2 Title Page

Include company name, address, phone number, email address, and authorized representative along with the Proposal Number.

3.2.3 Table of Contents

Include a Table of Contents with your Proposal.

3.2.4 Technical Proposal

The Respondent shall submit a Technical Proposal, which shall include all information requested/required by Section 4 (Technical Proposal Contents) in accordance with the formatting requirements set forth above.

3.2.5 Respondent Detail & Certification Form: Attachment 1

The Respondent shall complete, sign, and submit with its Proposal the document included as Attachment 1: Respondent Detail & Certification Form.

3.2.6 Authorization to Release Information Letter: Attachment 2

The Respondent shall sign and submit with the Proposal the document included as Attachment 2: Authorization to Release Information Letter.

3.2.7 Form 22—Request for Confidentiality

The Respondent shall complete and submit with the Proposal the document included as Attachment 3: Form 22—Request for Confidentiality, in which the Respondent shall identify whether and to what extent it is requesting confidential treatment for aspects of its Proposal and provide justification for any such request. **FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT’S PROPOSAL REGARDLESS OF WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED.**

3.2.8 Exceptions to Terms and Conditions: Attachment 4

If the Respondent takes exception to a provision of any such Terms and Conditions, it must identify any such provision by page and section number, state the reason for the exception, and set forth in its Proposal the specific language it proposes to include in place of the provision. **Such exceptions must be submitted as Attachment 5 to Respondent’s Proposal.** See Section 6 (Contract Terms and Conditions & Administration) of this ITQ for more information regarding the contracting process.

SECTION 4 Technical Proposal Contents
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This Section lists the specifications/requirements related to this ITQ. By submitting a proposal, the Vendor agrees to meet all stated specifications/requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this ITQ. If a Respondent is unclear about a specification or requirement or believes a change to a specification or requirement would allow for the State to receive better proposals, the Respondent is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.8 (Questions, Requests for Clarification, and Suggested Changes). Failure to raise a question, request for clarification, or suggestion through that process shall constitute a waiver of any objection or argument as part of any subsequent vendor appeal. Items in this Section 4 will be considered in the evaluation of the Respondent’s Technical Proposal:

4.1 Detailed Scope of Work

Through this ITQ, the State seeks proposals from Responsible Respondents for the following services. To be considered for inclusion in the listing, the Respondent must separately address each category of services with a narrative response. In addition, letters of reference addressing the categories of services are required:

4.1.1 Cybersecurity Risk Assessments, including but not limited to risk assessments performed pursuant to HIPAA, NIST SP 800-53, SOC 2 Type 2, ISO 27001, MARS-E, CJIS, etc.

4.1.2 Breach Notification Assistance, including assisting Purchasing Entities in the event of a data breach by providing expertise in navigating the regulatory obligations associated with breach notifications. This would potentially include preparing required notifications,

coordinating with relevant oversight authorities and other crisis communication assistance, and coordinating or providing credit monitoring.

4.1.3 Incident Response Planning and Execution, including collaborating with Purchasing Entities to develop a robust incident response plan, and potentially assisting in the execution of the plan to contain an incident and facilitate recovery efforts.

4.1.4 Vulnerability Assessment and Penetration Testing, which may include conducting regular vulnerability assessments and penetration tests to identify weaknesses in a Purchasing Entity's systems and networks.

4.1.5 Security Awareness Training, which may include designing and delivering cybersecurity training programs, including the ability to conduct phishing tests, for Purchasing Entities.

4.1.6 Security Monitoring and Threat Detection, including implementing advanced monitoring tools and technologies to continuously monitor the Purchasing Entity's network and systems for unusual activities and potential security breaches, as well as providing real-time alerts and insights to enable rapid response.

4.1.7 Security Policy and Procedure Development, including collaborating with Purchasing Entities to develop comprehensive cybersecurity policies and procedures tailored to a Purchasing Entity's specific needs, thereby establishing guidelines for security practices, access control, data handling, incident response, and compliance requirements.

4.1.8 Compliance and Regulatory Support, including assisting a Purchasing Entity in ensuring compliance with relevant cybersecurity regulations and standards, assessing the agency's current compliance status, identifying gaps, and recommending measures to meet regulatory requirements.

4.1.9 Security Architecture Design and Review, including reviewing and enhancing a Purchasing Entity's security architecture by identifying opportunities to strengthen the overall design of its IT infrastructure, including recommending technological solutions, encryption strategies, and access controls.

4.1.10 Forensic Analysis, Investigation, and Litigation Support, including providing expertise in conducting digital forensic investigations following cybersecurity incidents, including analyzing evidence, reconstructing events, providing detailed reports that can be used for legal and disciplinary purposes, and witness testimony or expert opinion needed to support a Purchasing Entity's cybersecurity litigation needs.

4.2 Executive Summary

The Respondent shall prepare an executive summary and overview of its capability of meeting the needs of a Purchasing Entity in relation to each the categories of the ITQ Statement of Work for which Respondent wants to be considered. This should include:

4.2.1 An overview of the services Respondent is offering in response to this ITQ, including detail of Respondent's history of providing such services.

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

4.3 Letters of Reference

The Agency is placing significant emphasis in the evaluation process on a Respondent's prior performance under similar contractual arrangements. For each of the categories of cybersecurity services that Respondent is seeking to be included in as part of this ITQ, Respondent must submit five letters of reference from current or former clients to Respondent's organization to whom Respondent has provided services of a similar nature. One of the five letters should be from a governmental entity. The letters should not be boilerplate. Rather, the letters should detail the services provided and, to the extent possible, clearly identify how the services provided relate to the categories outlined in Section 4.1 that the Respondent seeks inclusion in as a pre-qualified vendor. Again, the evaluation team will place heavy emphasis on a prior track record of positive performance that directly relates to the categories of cybersecurity services outlined in this ITQ, with particular emphasis placed on prior experience providing services to governmental organizations. Therefore, Respondent should place particular emphasis on the five letters of reference.

4.4 Table of Organization/Resumes

The Respondent must provide an organizational chart outlining Respondent's structure, as well as representative resumes of key personnel who may be responsible for ensuring Respondent's performance under future scopes of work to be performed through contracts resulting from this ITQ.

4.5 Proof of Compliance

Finally, the Respondent must provide the following:

4.5.1 Proof of compliance with the Respondent's security framework (e.g., SOC 2, Type 2; NIST 800-53; PCI DSS; FedRAMP, etc.).

4.5.2 The synopsis report of Respondent's latest risk assessment.

4.5.3 Details of any breach notifications issued by Respondent's organization in the past five years.

4.5.4 Respondent's cybersecurity training requirements.

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) will be included in the ITQ pre-qualified vendor list. The Agency will offer contracts to the Respondent(s) that offer the best value to the State. Proposals will generally be evaluated according to completeness, content, experience, and ability and responsibility of the Respondent and its staff.

5.2 Evaluation Committee

The Agency will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this ITQ. 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.

5.3 Proposal Evaluation

- 5.3.1** All Proposals will first be reviewed to determine if they comply with the requirements set forth in the ITQ, and to determine whether Respondent is a Responsible Respondent.
- 5.3.2** The Proposals will then be evaluated by the evaluation committee on a Pass/Fail basis, with significant emphasis placed by the committee on Respondent's experience in providing the types of services for which Respondent seeks inclusion in the ITQ list.
- 5.3.3** The evaluation committee will make recommendations for inclusion in the ITQ listing to the Chief Information Officer, who will either accept the recommendations made or cancel the ITQ.

SECTION 6 CONTRACT TERMS, CONDITIONS, AND ADMINISTRATION
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6.1 Contract Terms and Conditions

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

The Contract terms and conditions to be used for ITQ pre-qualified vendors are included in this ITQ as Attachment 5. By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the ITQ and the Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific ITQ or Terms and Conditions language it proposes to include in place of the provision.

The Agency will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the ITQ or Terms and Conditions by Contractor. Once a Proposal has been identified as the one for which an Award recommendation has been made, but prior to notifying Respondents of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the ITQ or Terms and Conditions identified in that Proposal. The Agency reserves the right to either award Contract(s) without further negotiation with the successful Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served.

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

Attachment #1: Respondent Detail & Certification Form

Primary Contact Information (individual who can address issues re: this Proposal)	
Name:	
Address:	
Tel:	
Fax:	
E-mail:	
Respondent Detail	
Business Legal Name ("Respondent"):	
"Doing Business As" names, assumed names, or other operating names:	
Parent Corporation Name and Address of Headquarters, if any:	
Form of Business Entity (i.e., corp., partnership, LLC, etc.):	
State of Incorporation/organization:	
Primary Address:	
Tel:	
Local Address (if any):	
Addresses of Major Offices and other facilities that may contribute to performance under this ITQ/Contract:	
Number of Employees:	
Number of Years in Business:	
Primary Focus of Business:	
Federal Tax ID:	
UEI #:	
Respondent's Accounting Firm:	
If Respondent is currently registered to do business in Iowa, provide the Date of Registration:	

RESPONDENT CERTIFICATIONS

1. PROPOSAL CERTIFICATIONS. By signing below, Respondent certifies that:

1.1 Respondent specifically stipulates that the Proposal is predicated upon the acceptance of all terms and conditions stated in the ITQ and the Sample Contract without change except as otherwise expressly stated in the Respondent Detail & Certification Form. Objections or responses shall not materially alter the ITQ. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Proposal. The Respondent accepts and shall comply with all Contract Terms and Conditions contained in the Sample Contract without change except as set forth in the Contract;

1.2 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. The Proposal has been developed independently, without consultation, communication or agreement with any other Respondent or parties for the purpose of restricting competition. 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.

1.3 No attempt has been made or will be made by Respondent to induce any other Respondent to submit or not to submit a Proposal for the purpose of restricting competition.

1.4 No relationship exists or will exist during the contract period between Respondent and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

1.5 Respondent has received any amendments to this ITQ issued by the Agency;

1.6 If Respondent requests confidential treatment of any information submitted in its Proposal, the Respondent expressly acknowledges and agrees that the Agency's evaluation document(s) may reference information of which the Respondent requested confidential treatment in the Proposal. These Agency evaluation documents may then be in the public domain and be open to inspection by interested parties upon the Agency's issuance of a Notice of Intent to Award. The Agency will not redact information or references to information in evaluation documents even in instances which a Respondent requested confidential treatment in the Proposal; and,

1.7 The person signing this Proposal certifies that he/she guarantees the availability of the services offered and that all Proposal terms will remain firm until a contract has been executed for the services contemplated by this ITQ or one year from the issuance of this ITQ, whichever is earlier.

2. SERVICE CERTIFICATIONS. By signing below, Respondent certifies that:

2.1 The Respondent's organization has sufficient personnel and resources available to provide the services proposed by the Proposal;

2.2 If the Respondent is awarded the contract and plans to utilize subcontractors at any point to perform any obligations under the contract, the Respondent will (1) notify the Agency in writing prior to use of the subcontractor, and (2) apply all restrictions, obligations, and responsibilities of the resulting contract between the Agency and contractor to the subcontractors through a subcontract. The contractor will remain responsible for all Deliverables provided under the contract;

2.3 Respondent either is currently registered to do business in Iowa or agrees to register if Respondent is awarded a Contract pursuant to this ITQ;

2.4 Respondent is either: 1) registered or will become registered with the Iowa Department of Revenue to collect and remit Iowa sales and use taxes as required by Iowa Code chapter 423; or 2) not a "retailer" of a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Respondent also acknowledges that the Agency may declare the Proposal void if the above certification is false. Respondent may register with the Department of Revenue online at: <https://tax.iowa.gov/businesses/business-permit-registration>; and,

2.5 Respondent will comply with Davis-Bacon requirements if applicable to the resulting contract.

2.6 Respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.

3. Certification/Disclosure of Criminal, Regulatory, and Performance Background

The undersigned hereby certifies that, to the best of my knowledge, neither Respondent nor any of its principals, officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract [check all applicable boxes]:

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;

have within a three (3) year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for:

- i. 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;
- ii. commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;

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;

have within a three (3) year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause;

have had any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services similar to those sought pursuant to the ITQ.

are presently involved in any litigation or threatened litigation, administrative or regulatory proceedings, or similar matters.

are the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements sought pursuant to the ITQ.

If you were unable to check any of the above boxes, please provide additional information about the circumstances surrounding your inability to check the applicable box in the space provided below. Please feel free to include additional pages with further explanation if the space provided below is not sufficient.

4. Certification/Disclosure of Financial Condition

Respondent hereby certifies that [check all applicable boxes/supply all requested information]:

The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current in all amounts due for payments of federal and state taxes and required

The Vendor has not, in the last three (3) years, undergone a sale or change of control of Vendor, including its business or substantially all its assets.

If you were unable to check any of the above boxes, please provide additional information about the circumstances surrounding your inability to check the applicable box in the space provided below. Please feel free to include additional pages with further explanation if the space provided below is not sufficient. Additionally, if your answers are based on any information of or related to any companies acquired by Vendor in the last three (3) years, please include a description of how those company's(ies) financial histories/stability have been incorporated into your above certifications, and describe how any liabilities you may have incurred in connection with any acquisition affect your company's overall financial stability.

These certifications/disclosures are a material representation of fact upon which the Agency has relied upon in determining which Respondent to award a contract and in entering into a subsequent contract. If it is later determined that Respondent knowingly rendered an erroneous certification or provided false, misleading, or incorrect information in this certification/disclosure, in addition to other remedies available, the Agency may reject the Proposal, declare the Respondent's Proposal or resulting contract void, terminate any subsequent contract, or pursue available remedies including suspension, debarment, or damages for breach of contract.

The above certifications/disclosures are a continuing requirement of the Respondent. Respondent 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 Respondent, following execution of the Contract.

The Agency reserves the right to perform a criminal history check and background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract in verifying the accuracy of the contents of this certification/disclosure and in determining whether Respondent is a Responsible Respondent. Failure to provide full or accurate information may result in disqualification.

Signature

Date

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for/bind Respondent]

Attachment #2: Authorization to Release Information Letter

Alterations to this document are prohibited, see section 2.14.14.

[Date]

Mike Nolan, Issuing Officer
Iowa Department of Management
Office of the Chief Information Officer
200 E. Grand Ave.
Des Moines, IA 50309

Re: **ITQ Number 2024BUS0915** - AUTHORIZATION TO RELEASE INFORMATION

_____ (**Respondent**) hereby authorizes the **Iowa Department of Management** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to **ITQ Number 2024BUS0915**.

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

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

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

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

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 ITQ. 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	ITQ Number	ITQ Title
Signature (required)	Title	Date

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 that 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 ITQ.

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.

ITQ 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

ITQ Number

ITQ Title

Signature (required)

Title

Date

Attachment #4: Exceptions to Terms and Conditions

Attachment #5: Contract Terms and Conditions

(ATTACH DRAFT CONTRACT)