REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

						RFP			
TITLE OF RFP:	Endpoint Device Managed Services					Numbe	r:	OCIO18001	
Agency:	Office of the Chief Information Officer								
State seeks to	Endpoint Management and Available to P					Political		Yes	
purchase:	Related Services Subdivisions			?					
Number of mos. or yrs. of the initial 3 Num			lumber of possible		7				
term of the contract:			annual		nnual exten	ctensions:		/	
Initial Contract term		July 1, 2018		Endi	Ending: Ju		ne 30, 2021		
beginning:		July 1, 2018		LIIU	Julie 50, 202.		, 2021	21	
State Issuing Officer									
Name: Pearson Skep									
Phone: 515.725.109									
E-Mail: pearson.skep	onek(@iowa.gov							
Mailing Address:									
Office of the Chief Information Officer									
1305 E Walnut									
B Level	0								
Des Moines, IA 50319									
PROCUREMENT TIMETABLE—Event or Action:						Date/	Date/Time (Central Time):		
State Posts Notice of RFP on TSB website						Janua	January 29, 2018		
State Issues RFP Januar									
State Issues RFP						Janua	ry 31,	2018	
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Relevant Websites:	Web-address:	
Internet website where	https://ocio.iowa.gov/it-bid-opportunities	
Addenda to this RFP will		
be posted:		
Internet website where	https://ocio.iowa.gov/it-bid-opportunities	
MSA contract terms and		
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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 documentation comprising the terms of this agreement to be entered into with the successful Contractor, which includes but is not limited to this RFP, the successful Contractor's bid, the MSA, and any other terms and conditions as described in Section 6.1 of this RFP.

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

"Endpoint Device" means personal computers, laptops, tablets, office printers, smartphones and peripherals such as scanners, monitors, and ancillary computing devices.

"Endpoint Device Managed Services" means all work necessary to support and manage Endpoint Devices.

"MSA" or "Managed Services Agreement" shall mean the Endpoint Device Managed Services Agreement as referenced on the RFP cover page and in Section 6 (Contractual Terms and Conditions) of this RFP.

"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 <u>https://das.iowa.gov/das-core/customer-service-center/state-holidays</u>

"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.

"Successful Contractor" means the Responsible Contractor(s) who enters into Contract with Agency.

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 Master Services Agreement to serve as a Managed Services Provider (MSP) for Endpoint Device Managed Services. Endpoint Device Managed Services is defined to include work necessary to support and manage personal computers, laptops, tablets, office printers, and peripherals such as scanners, monitors, smartphones, and ancillary computing devices ("Endpoint Devices") as defined herein.

Effective January 1, 2019 or before, the State of Iowa Office of the Chief Information Officer (OCIO) intends to discontinue its existing Desktop Support Service, described further in Section 1.4.3 OCIO Desktop Support Service Profile. This RFP solicits proposals from Contractors to assume responsibility for Endpoint Device Managed Services for approximately 3,713 users located in 159 locations across lowa. An estimated 400 printers and 1000 smartphones are also currently supported by OCIO for these users as part of its existing Desktop Support Service. Furthermore, the Successful Contractor may be requested to support more of the State's 20,000 users including an estimated 21,000 PCs and 6,000

office printers over time at the request of the State of Iowa and as described further in Section 1.4.2.5 Future Opportunity.

The Successful Contractor is expected to support a portfolio similar in many respects to the volume, location, and complexity described herein, but the exact number of users, locations, and Endpoint Devices managed under this agreement will change over time. No minimum guarantee is provided. A condition of bidding on this RFP is that the Successful Contractor has the capacity and capability to provide Endpoint Device Managed Services for more users, locations, and Endpoint Devices in the State of Iowa during the life of the contract upon request of the State.

1.4.2 Future Vision - Endpoint Device Managed Services (TO-BE)

1.4.2.1 Service Areas

The State of Iowa understands Endpoint Device Managed Services to be a complex and evolving collection of technical duties and responsibilities that requires flexible contracting and adaptable support technicians to provide support for an ever-changing technology environment. In providing support for its current customers, the OCIO Desktop Support team has been required to respond to diverse and sometimes unpredictable work assignments to meet the specialized needs of state agencies with unique business requirements. The Successful Contractor will approach Endpoint Device Managed Services with an understanding and appreciation for the variable nature of the work, recognizing that the demands of Endpoint Device Managed Services do not always fit neatly within narrow and predefined categories.

In an effort to broadly characterize Endpoint Device Managed Services, this RFP sets forth two mandatory and two optional, non-limiting and general service areas associated with Endpoint Device Managed Services. The Successful Contractor will organize and provide a full suite of Endpoint Device Managed Services for Endpoint Devices within these areas including, but not-limited to: Support and Virtual Desktop (see Figure 1). The Successful Contractor, at its discretion, may respond to this RFP with a response to the optional specifications in this RFP concerning Resale and Fulfillment and Software Management.

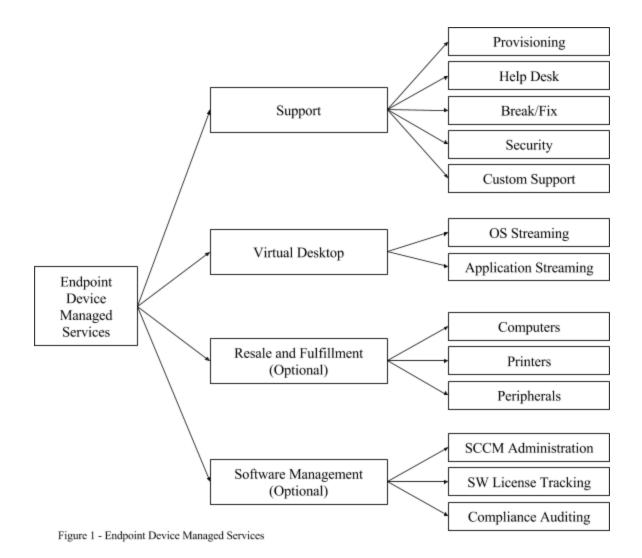
Support Services ("Support Services") includes all services necessary to support Endpoint Devices for State workers including, but not limited to, provisioning, break/fix, help desk, security, custom support, and other duties currently offered by OCIO to its customers as defined in Section 1.4.3.2.4 Functional Areas. Provisioning includes all activities related to asset management, setup, teardown, installation, disposal (limited to coordination with a State-provided disposal contractor at a separate expense to the State), and related services necessary to maintain Endpoint Devices throughout their lifecycle. Break/Fix includes remote and in-person repairs to Endpoint Devices and their operating systems for state workers. Help Desk includes first level support by phone, self-service portal, or e-mail on a 24x7 basis for user questions, ticket escalation, and remote troubleshooting. Roughly 9% of all OCIO Help Desk engagements are routed to OCIO Desktop Support. Security includes working at the direction of the State to implement security controls for Endpoint Devices and performing such support as is deemed

necessary to ensure Endpoint Devices comply with all aspects of Enterprise IT Standards concerning Endpoint Device security. Custom support includes Endpoint Device technology assistance for events such as after hours board meetings that require in-person technology assistance and other special projects.

Virtual Desktop ("Virtual Desktop") includes all services and support necessary to provide State workers with a virtual desktop environment for routine office computing tasks. Virtual Desktop services may be delivered on an OS Streaming or Application Streaming basis. OS Streaming makes available a fully functional Microsoft Windows desktop environment for work activities. Application Streaming provides virtual access to applications only.

Resale and Fulfillment ("Resale and Fulfillment") (Optional) includes the sale of personal computers, laptops, tablets, office printers (including multifunction devices with printing, scanning, copying, and faxing capabilities), and peripherals (such as scanners, monitors, and ancillary computing devices), configuring the Endpoint Devices in conformance with government specifications, inventory management and restocking as deemed necessary, and ensuring timely fulfillment and delivery of orders. Resale and fulfillment is an optional service in this RFP that may be used at the discretion of the State. Contractors need not provide resale and fulfillment services to be the Successful Contractor.

Software Management ("Software Management") (Optional) includes administration of the State's <u>existing</u> software management tools and processes including the State's Microsoft System Center Configuration Manager ("SCCM") environments and other internally developed systems designed to track, deploy, manage, and audit software installed on Endpoint Devices. Contractors need not provide software management services to be the Successful Contractor.



1.4.2.2 Critical Success Factors

The following critical success factors are set forth to provide Contractors with more information about the dimensions of performance that will be judged to contribute to the highest outcomes for any awarded contract. Contractors are strongly encouraged to address each of these factors throughout their responses to this RFP:

1.4.2.2.1 Compliance

The State of Iowa operates within an evolving and comprehensive compliance environment. State agencies are subject to federal and state regulations governing the confidentiality, availability, and integrity of data processed on Endpoint Devices including but not limited to Internal Revenue Service (IRS) Pub 1075, the Health Insurance Portability and Accountability Act (HIPAA), the Criminal Justice

Information Services (CJIS) Security Policy, and OCIO Enterprise IT Standards. Those requirements are assigned to any contractor providing information technology services to the State of Iowa. The Successful Contractor will have a strong working familiarity with such regulatory frameworks as they pertain to Endpoint Devices and will agree to maintain its compliance, and the compliance of State Endpoint Devices, with any and all applicable regulations. Critically, compliance includes rigorous vetting of new and current employees of the Successful Contractor by performing thorough (and ongoing) criminal history and background investigations that meet federal standards as a precondition of access to State of Iowa systems.

1.4.2.2.2 Information Security

The State of Iowa is also a frequent target of information security attacks, with more than 600,000 security incidents recorded per day to state systems. Workers have been increasingly recognized as an important dimension of any organization's information security posture, to include the equipment they use to perform their daily computing tasks. The general security of Endpoint Devices, as measured by host vulnerability scores maintained by the Information Security Division of the OCIO is an important indicator of the security posture of the State of Iowa and judged to be a mandatory performance indicator assessed as part of any contract awarded pursuant to this RFP. The Successful Contractor will work cooperatively with the State to implement security controls as directed including but not limited to incident response and retrieval of compromised devices as directed by the State.

1.4.2.2.3 Flexible Pricing

Just as agencies bring diverse computing and technology needs to any Endpoint Device Managed Service engagement, so too do they bring diverse funding considerations. Most agencies receive some form of appropriation from the Iowa legislature to support operations and program activities. Some agencies receive federal funding as a large portion of their operating budget. Others receive no federal money, but receive fees or special grant dollars that supplement program budgets. Agencies set aside different levels of funding per employee for Endpoint Devices and associated Support services. Timing, availability, and funding constraints vary by agency and funding source.

Accordingly, there is no "one-size-fits-all" pricing strategy that suitably addresses every agency's needs. OCIO's past practice has been to offer two different pricing models for Endpoint Device support as described in Section 1.4.3.2.2 Chargeback Model. It is the State's desire to have some flexibility and choice for Endpoint Device Support pricing such that an agency with special funding considerations won't be precluded from using the contract.

1.4.2.3 Customer Relationship Management

With the possible exceptions of cost and information security, no single dimension of the proposed Endpoint Managed Services engagement is seen to be as important as customer relationship management, and specifically end user satisfaction. Perhaps no other performance metric has comparable impact on the longevity of information technology contracts in Iowa. The Successful Contractor will have a comprehensive and transparent end user satisfaction program that leverages ongoing end user feedback to iteratively improve the quality of services delivered.

1.4.2.4 Integration

The State of Iowa operates a federated information technology model that results in diverse technology environments within which Endpoint Devices must be configured and managed. Some agencies operate their own IT Infrastructure Services (as defined further in Section 1.4.2.6.1 IT Infrastructure Services) and some agencies consume IT Infrastructure Services from OCIO. The State requires that the Successful Contractor deploy and manage Endpoint Devices within its existing IT Infrastructure Services environment. Existing Endpoint Device technologies, supporting systems, standard operating procedures, and software configurations will vary between (and even within) some agencies. The Successful Contractor will recognize that Endpoint Device Managed Services as described herein take place within an IT Infrastructure Services environment that is not controlled by the Successful Contractor. Succeeding within such an environment and ensuring Endpoint Devices operate as expected relies on expertise and understanding of integration with pre-existing State networks, servers, security, printing, and related support systems. The Successful Contractor must be able to work collaboratively with OCIO and other State agencies, including the State IT workforce and State IT vendors supporting existing IT Infrastructure Services, to ensure that Endpoint Devices perform satisfactorily.

1.4.2.5 Transition Management

Transition management is identified as a critical success factor for the implementation of Endpoint Device Managed Services for the State of Iowa. The planful transfer of Support, Virtual Desktop, and (optionally) Resale and Fulfillment and Software Management capabilities from OCIO to the successful Contractor without disruption in service delivery for OCIO customer agencies represents a critical and required outcome for this contract.

Accordingly, the Successful Contractor will receive transition assistance from the OCIO including customer outreach and communication, technical integration support, supplier coordination, access to existing inventory documentation, knowledge management transfer, and access/authorization services as mutually agreed upon by the State and the Successful Contractor.

Outreach and communication assistance provided by the OCIO is expected to include a program of agency communications, meetings, and executive interactions designed to introduce the Successful Contractor to the agencies they will serve. Technical integration support will include a program of technical activities designed to tightly couple vendor operations with services OCIO will continue to manage in support of Endpoint Devices such as networking, server, storage, and Active Directory services. Supplier coordination will include engagements with OCIO vendors to ensure all points of interaction are documented and transitioned smoothly. Inventory documentation will include all activities associated with transferring existing inventory documentation to the Successful Contractor. Knowledge management transfer will include a program of education and training concerning OCIO standard operating procedures, State of Iowa Enterprise IT Standards, agency operating procedures,

security requirements, and all related information associated with support of the current environment. Access/authorization services will include activities associated with providing access to State of Iowa environments including background checks, building access, IT credentials, and related supports needed to ensure the Successful Contractor has the access needed to complete the work as defined.

The Successful Contractor will provide a comprehensive transition program that includes efforts to identify existing gaps and shortcomings in the OCIO Desktop Support service and remediate them prior to implementation. Transition support provided by the Successful Contractor will be paid by the State as a stand alone fixed fee (See **Attachment 5 - Cost Proposal**) expect for temporary, interim staff augmentation outlined in Section 4.1.54.

1.4.2.6 Limitations

1.4.2.6.1 IT Infrastructure Services

The State of Iowa seeks a hybrid model where the successful Contractor provides Endpoint Managed Services for State Endpoint Devices as described herein and the OCIO or its designee provides complimentary networking, telephony, server, storage, and Active Directory services ("IT Infrastructure Services"} consumed by Endpoint Device users except where such support is an incidental element of the overall services delivered by the Successful Contractor. For the purposes of clarity, bids should <u>not</u> include the costs to provide these IT Infrastructure Services at the present time. The Successful Contractor is required to manage State of Iowa Endpoint Devices and refer IT Infrastructure Services support matters to OCIO or its designees. The Successful Contractor will be required to work within this framework, but may be requested to provide other IT Infrastructure Services in the future as deemed mutually agreeable by OCIO and the Successful Contractor and when determined by the State of Iowa Chief Information Officer to be in the best interests of the State.

1.4.2.6.2 Mobile Devices and Software Resale and Fulfillment

Any contract awarded pursuant to this RFP is <u>not</u> intended to be used for the resale and fulfillment of 1) mobile devices equipped with a cellular radio such as a smartphone or tablet typically acquired through the State's wireless cellular provider or 2) Endpoint Device software such as office computing, productivity, operating system, or similar software except to the extent that such elements represent are an incidental component of a larger Endpoint Device order and are included for the convenience of the State.

1.4.2.7 Emerging Technology Services

In responding to this RFP, contractors recognize that Endpoint Device technologies and Services are rapidly evolving and advancing. Accordingly, over the life of the Contract the Endpoint Device technologies and services desired for purchase by the State may change and evolve. Once new endpoint technologies and services are generally available, the State desires to have the ability to amend the contracts awarded under this RFP to include these new technologies or service offerings. Once the

emerging technology or service offering becomes generally available, it will be State's sole and absolute discretion whether or not to amend the contract to include the emerging technology or service offering.

1.4.2.8 Future Opportunity

The 3,700 users in 159 locations, 400 printers, and 1,000 smartphones upon which this RFP is based (as described in Section 1.4.3 Current State- OCIO Desktop Support Service Profile) represent the current size of the Endpoint Device environment managed today by OCIO. While no minimum guarantee is provided, this is the estimated size of the Endpoint Device environment the Successful Contractor will manage initially upon successful execution of a contract.

This represents only a portion of the State of Iowa Endpoint Device environment. In total, the State of Iowa has approximately 20,000 employees and contractors working in office locations distributed across the State. In March 2011, agencies of the State of Iowa were surveyed concerning their Endpoint Device inventories. Survey respondents reported over 21,000 desktops in as many as 800 locations across the State of Iowa. At that time, approximately 2,000 desktops were located on the Capitol complex in Des Moines and an additional 3,000 were located in the Polk County area. Over 6,000 office printers were also reported statewide. The survey revealed that while there are pockets of standardization of Endpoint Devices across lowa state government, in practice a variety of makes and models exist just as described in the OCIO Desktop Support environment in Section 1.4.4.3 Environment Profile.

State of Iowa Endpoint Devices not managed by the OCIO Desktop Support Service are currently managed in several different ways. Some agencies provide their own Endpoint Device support using full time employees. Others provide Endpoint Device support using temporary contractors. These agencies will be eligible to consume Endpoint Device Managed Services from any contract executed pursuant to this RFP at their discretion. A condition of bidding on this RFP is that the Contractor has the capacity and capability to provide Endpoint Device Managed Services for all State of Iowa Endpoint Devices at all State worksites in the State of Iowa during the life of the contract upon request of the State regardless of location. In such a scenario, the State of Iowa will enter into new statements of work with the Successful Contractor to transition Endpoint Device Managed Services on an agency-by-agency basis.

1.4.3 Current State - OCIO Desktop Support Service Profile (AS-IS)

This section presents an overview of the current OCIO Desktop Support Service - an internally managed function of OCIO that will be replaced by the contract awarded pursuant to this RFP. This information is provided for the purposes of assisting bidders in the creation of proposals by describing how the OCIO Desktop Support Service currently provides support for Endpoint Devices. The State of Iowa Endpoint Device environment is constantly evolving and changing in response to agency needs. While believed to be accurate at the time of release of the RFP, actual quantities, locations, and other supporting information are expected to vary. The data presented here have not undergone a rigorous and formal verification process. No guarantee regarding the accuracy or completeness of the following information is made.

1.4.3.1 History and Background

The Office of the Chief Information Officer (OCIO) operates as the central information technology services provider for agencies of Iowa government as required by Iowa Code Chapter 8B. Since 2014, OCIO has provided technology infrastructure operations, including Endpoint Device support as described herein, for a number of state agencies on a fee-for-service basis. These agency "customers" have a strong history of coordination with OCIO for Endpoint Device support. Agencies are accustomed to receiving deskside services from "familiar faces" as part of bespoke service arrangements that were designed over many years to meet the unique business needs of each individual agency and work unit.

The current OCIO Desktop Support Service provides Endpoint Device Managed Services for approximately 3,700 users, 400 printers, and 1,000 smartphones for approximately 20 agencies ("OCIO Desktop Support Environment"). In reality, these numbers are in constant flux as employees arrive and depart and agency requirements change.

Agencies of the State of Iowa operate with diverse responsibilities and service portfolios. Some agencies for which OCIO currently provides desktop support have regional office locations, requiring statewide travel. Others deal with public health and safety matters that require 24x7 support. Many store and work with confidential information that must be secured in conformance with state and federal laws, regulations, and policies. There are seasonal work loads, after-hours board meetings, special program deadlines, and other work patterns that place various demands on OCIO's Desktop Support Service. All agencies have unique and specialized business practices, culture, and technology systems that will create varying degrees of complexity for the Successful Contractor.

1.4.3.2 Service Definition

- 1.4.3.2.1 Hours of Operation. Full service is provided during regular business hours, 8:00 AM thru 4:30 PM, M-F (excluding state holidays as described at https://das.iowa.gov/das-core/customer-service-center/state-holidays). A staffed, 24x7 helpdesk is made available for employees to report problems outside of regular business hours (see Section 1.4.3.2.4). In the event of an urgent after hours matter, technicians may be dispatched outside regular business hours.
- 1.4.3.2.2 Chargeback Models. All agencies using the OCIO Desktop Support Service are charged monthly for services rendered. Agencies may choose one of two chargeback models when purchasing the OCIO Desktop Support Service either a monthly subscription or time and materials. Most customers use the monthly subscription offering.
- **1.4.3.2.3 Endpoint Device Purchasing.** Computer and printer lifecycle replacement planning is offered by OCIO to customer agencies. Leasing is generally recommended as means to enforce timely replacement of aging hardware, but based on financial considerations each agency makes its own decisions about the mode of computer acquisition (lease vs. buy) and the timeframe for replacement. Standard computer models are prescribed in certain state

contracts that are currently used by many agencies (for HP computers, purchased through lowa's participation in the NASPO ValuePoint cooperative purchasing agreement see <u>https://bidopportunities.iowa.gov/Home/ContractInfo?contractId=2f63bc49</u> <u>-ec25-e711-80f5-005056b4593f</u>). For a number of years, OCIO has made efforts to standardize Endpoint Devices across its customer base, but in practice many Endpoint Device models exist as described in Section 1.4.4.3.2 Devices. OCIO generally coordinates and processes computer and peripheral orders on behalf of its agency customers. Costs for such devices are passed through to agencies on their invoices from OCIO.

1.4.3.2.4 Functional Areas. As described in Section 1.4.3.2.2 Chargeback Model, most OCIO Desktop Support Service customers are charged a fixed monthly fee per-computer for support which includes the functional areas described below. The OCIO Desktop Support Service includes the following features:

Desktop and Laptop Support. OCIO provides unlimited support for employees using Microsoft Windows PCs and Laptops that have been configured, provisioned, and managed by the OCIO Desktop Support Service team. This includes all break/fix, user assistance questions, setup/tear down, inventory tracking, lifecycle management, ordering, warranty repair coordination, and other activities necessary to maintain the functionality of personal computers.

Printer Support. OCIO provides limited support for office printers and multifunction devices (printers, copiers, scanners, fax machines all-in-one). Printer repairs are generally affected through third party contracts as directed by OCIO Desktop Support Service employees. Printer supplies (toner and ink) and paper stock are monitored, reordered, and replaced by the customer agency.

Standard Software Support. Operating Systems, Office Productivity Suite, and other standard software support are provided by OCIO Desktop Support Service employees to all customer agencies. This may include break/fix assistance, but also user support, custom configuration, and other tasks needed to support a user's requirements. Software is provisioned, where possible, using OCIO's central SCCM environment by submitting tickets to the OCIO Server Team. OCIO maintains license records for some agencies, while other agencies choose to maintain their own systems of record for the software licenses they purchase and own. Upgrades to Operating Systems and Office Productivity Suites (e.g. Office 2007 to Office 2011, Windows 7 to Windows 10) are generally coordinated as agency-wide projects to minimize the impacts of different version levels across a department. Agencies are consulted in a pre-planning exercise prior to any such upgrades and provide final approval to proceed. OCIO Desktop Support Services has not established roles for state workers by agency with standard software configurations for PCs and Laptops and struggled to provision PCs with all required software in certain circumstances. A list of OCIO Standard Software is included in Appendix F - OCIO Standard Software.

Custom Software Support. The OCIO Desktop Support Service team provides support for hundreds of custom and specialized desktop applications being used by customer agencies. Support may vary from simple installation problems to more complex integration problems with networks and server systems. The OCIO Desktop Support team is the only line of escalation for users with custom software deployments and is required to respond to issues without regard to the software product or problem type. Any software not listed in **Appendix F - OCIO Standard Software** is, for this procurement, considered Custom Software.

Infrastructure Integration. OCIO Desktop Support Service employees configure and manage Endpoint Devices to receive certain infrastructure services from central OCIO platforms managed by other teams. Endpoint Devices are configured to function within the networking, VPN, print services, and file services environment made available to users by OCIO. Windows Endpoint Devices are attached to Active Directory and SCCM. Google and Apple Endpoint Devices are primarily configured for network access, but are otherwise isolated. Infrastructure services including network and server functions are not managed by the OCIO Desktop Support Team.

Security Services. OCIO Desktop Support Service employees configure and manage Endpoint Devices to receive certain security services from central OCIO platforms managed by other teams. These services include client Anti-Malware protection, mobile device encryption, and software patching services. Anti-Malware protection is made available to all Microsoft Windows devices through centralized Sophos and Fireye systems. Mobile device encryption for portable laptops and tablets is implemented through Winmagic or Bitlocker. Software patching is implemented through Microsoft SCCM. Secure configuration models, Group Policies, Windows Firewalls, Heat Patch Management, local IDS (when applicable), malware management, and other advanced security management techniques are actively deployed.

Ad Hoc Mobile Device Assistance. OCIO Desktop Support Service employees provide ad hoc assistance to users who experience mobile device problems (including smartphone and tablets with cellular chips). Occasional and ad hoc assistance for Apple iPhones, Android Smartphones, and RIM Blackberry devices may be requested. Users with problems that cannot be easily resolved are referred to the State's wireless carrier for further assistance.

Helpdesk Services. OCIO Desktop Support Service includes 24x7 helpdesk services including phone, self-service portal, and e-mail contact options. At least one employee is available after hours to answer phones and coordinate the disposition of tickets. While the overwhelming majority of work is completed during business hours, the OCIO Helpdesk has the ability to mobilize after hours assistance for urgent matters.

Approximately 36% of all requests for assistance come into the OCIO Desktop Support Service by phone.

Non-Standard Device Support. While most agencies are encouraged to adhere to a limited number of device types, occasionally the OCIO Desktop Support Service will be engaged to provide assistance for non-standard Endpoint Devices. The State of Iowa has a growing number of Google Chrome OS and Apple Macintosh devices present in its Endpoint Device fleet. Users are generally referred to the manufacturer when problems occur on non-standard devices, but if the OCIO Desktop Support Service employee is able to affect a repair, they are permitted to do so.

Peripheral Device Support. Many peripheral devices have been deployed by OCIO customers including scanners, card readers, fax machines, and digital cameras from a range of manufacturers. OCIO Desktop Support Server employees are contacted to provide occasional assistance for such devices on a "best effort" basis.

Virtual Desktop. The OCIO Desktop Support Service operates a limited Virtual Desktop environment at the present time. Approximately 400 users are supported for App Streaming on a daily basis, with hundreds more that stream applications occasionally and for limited purposes. This service is made available to OCIO customers and is expected to be replaced by the successful contractor's solution at which time the capabilities will be more widely marketed to state agencies.

Rental Services. The OCIO Desktop Support Service provides limited rental services for agencies needing short term access to computers and accessories. The OCIO Desktop Support rental function includes daily rental fees for laptop computers and projectors which can be checked out for presentations and other temporary computing needs.

Live Event Support. State agencies occasionally require after hours support for meetings, presentations, and other events that have specialized computing needs. With advanced notice, the OCIO Desktop Support team is available to provide an onsite presence for such events.

Gold Images. OCIO Desktop Support Service employees develop and maintain numerous gold images for computers supported, including configurations for Windows Operating Systems that help to ensure the highest levels of performance and security. OCIO Desktop Support Service employees work collaboratively with other OCIO teams to develop, enhance, and maintain gold images used by standard machines.

Inventory Management. To improve responsiveness and customer satisfaction, the OCIO Desktop Support team maintains an inventory of the most commonly available spare parts, supplies, and accessories routinely requested by customers. This includes maintaining an inventory of flat screen monitors, keyboards, mice, cables, and other

components routinely requested by state workers so that agency customers do not need to maintain their own inventories.

Compliance. OCIO Desktop Support Service customer agencies are subject to many state and federal regulations that apply to desktop support technicians and the computers they support. The OCIO Desktop Support Service ensures that all computers are configured in compliance with such regulations and that all OCIO Desktop Support Service workers receive the required training and background checks as needed to meet agency regulatory needs. OCIO Enterprise IT standards (including Security and Desktop standards set forth at <u>https://ocio.iowa.gov/standards</u>) pertaining to Endpoint Device computing are also implemented/enforced by the Desktop Support Services team.

Lab Support. The OCIO Desktop Support Service currently supports the OCIO Innovation Lab and Conference Center including approximately 80 HP ChromeBox computers, presentation equipment, and supporting devices. A full time worker is stationed in the OCIO Innovation Lab and Conference Center to support users during regular business hours.

Google Coordination. The OCIO Desktop Support service is called upon to provide limited assistance for Google Chrome browsers and other desktop-based Google components such as Google Drive File Stream that more closely integrate Microsoft Windows Endpoint Devices with the State's Google platform for e-mail and productivity services.

1.4.4 Environment Profile

1.4.4.1 Staffing

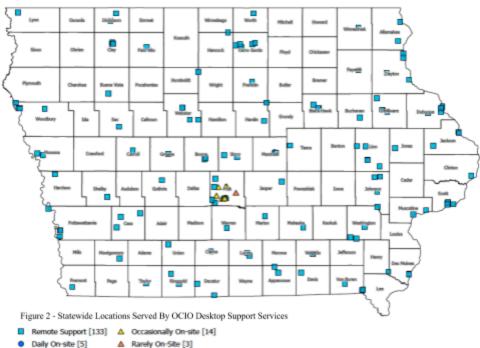
Approximately 20 OCIO full time employees and contractors currently support approximately 3,700 users managed by the OCIO Desktop Support Service. Workers are dispatched primarily from the Hoover State Office Building and the Wallace State Office Building on the State Capitol Complex in Des Moines, lowa to agency office locations within and outside the Des Moines metro area as needed to resolve service tickets, complete new equipment requests, and perform related duties. For locations outside the Des Moines metro area, OCIO Desktop Support workers provide a combination of remote support and onsite field support. Onsite field support is generally pre-scheduled and requires OCIO Desktop Support workers are permanently stationed at the lowa Veterans Home in Marshalltown.

1.4.4.2 Service Locations

As shown below, approximately 159 sites are formally supported by the OCIO Desktop Support Service, although some number of other sites may be visited for custom or ad hoc support requests from time to time as described in Appendix E. These locations are dispersed across the State of Iowa (Figure 2) with a

concentration in the Des Moines metro area (Figure 3) including the State of Iowa capitol complex. The largest supported agency outside the Des Moines metro area supported by the OCIO Desktop Support Service is the Iowa Veterans Home in Marshalltown, Iowa which receives dedicated onsite support from OCIO for approximately 900 users and 600 computers. Additional field locations are supported around the State as depicted below. With the exception of the Iowa Veterans Home, OCIO supports sites outside the Des Moines metro area using remote support procedures whenever possible. However, if onsite support is required, the expectation is that OCIO Desktop Support employees will travel to remote locations to provide timely service.

133 sites statewide are generally characterized as receiving "Remote Support" which includes limited on-site support by OCIO staff. Three sites, all within Polk County, are characterized as "Rarely On-site" indicating that staff provide on-site support on an infrequent basis. 14 sites statewide, all within Polk County, receive "Occasional On-Site" support meaning that technicians travel to those more routinely. Four sites are characterized as "Weekly On-Site" meaning OCIO has a weekly presence at the facility. Five sites are characterized as "Daily On-Site" which means there is a continuous business-hours presence at the facility. More detail can be found in **Appendix E - OCIO Desktop Support Services -Ticket Detail**.



Weekly On-site [4]



Figure 3 - Polk County Location Served by OCIO Desktop Support Services



1.4.4.3 Environment Profile

1.4.4.3.1 Agencies

The OCIO Desktop Support service is currently used by 23 agencies as described in **Appendix A - Current OCIO Desktop Support Customers.** These agencies represent over 3,700 users, 1020 smartphones, and 406 printers that the OCIO Desktop Support team supports.

1.4.4.3.2 Devices

Workstations and Laptops. Of the workstations and laptops currently managed by OCIO, most are Microsoft Windows devices, predominantly manufactured by Hewlett Packard. As described in **Appendix B - Profile of OCIO Managed Endpoint Devices (PCs and Laptops)**, devices are represented from a number of manufactures including HP, Lenovo, Dell, and Microsoft. Additionally, approximately 80 HP Chromebox PCs supporting the OCIO Innovation Lab and Conference Center located on the State of Iowa Capitol Complex in Des Moines, Iowa are described. Some number of Apple Macintosh computers are also present, but they represent a small minority of the overall state profile and receive limited support as further defined in Section 1.4.3.2.4 Functional Areas (Non-Standard Devices).

Office Printers. OCIO additionally supports over 400 office printers and multifunction devices for the agencies it serves. As described in **Appendix B - Profile of OCIO Managed Endpoint Devices (PCs and Laptops)**, the highest concentration of printers is found at Iowa Veterans Home (150 printers), Department of Natural Resources (99 printers) and Department of Administrative

Services (31 printers). The OCIO Desktop Support Team works with other OCIO teams to coordinate the central management of most printers including configuration on OCIO's central print server environment for monitoring, print queue management, and security purposes. For manufacturers, HP (86 printers) and Ricoh (68 printers) have the highest representation in the OCIO printer fleet as described in **Appendix C - Profile of OCIO Managed Endpoint Devices** (**Printers**).

Smartphones. As described in Section 1.4.3.2.4 Ad Hoc Mobile Device Assistance, OCIO provides limited support for smartphone devices. Over 1,000 smartphone devices are in use by customers of the OCIO Desktop Support Service as described in **Appendix A - Current OCIO Desktop Support Customers** with the highest concentration of smartphones in DNR (351 devices), DIA (194 devices), DAS (97 devices), and OCIO (97 devices). There is little consistency in the smartphone fleet and no restriction imposed by OCIO on the models agencies can purchase for state use. Devices manufactured by Apple, Google, Samsung, and Motorola are present. Most are attached to the State of Iowa's Google G-Suite platform for basic management.

Peripherals. The OCIO Desktop Support environment is diverse and varied. Multiple attached peripheral devices are present with no comprehensive inventory available at the present time. Since 2005, initiatives have been undertaken to reduce the complexity of office worker computing environments by eliminating personal desktop printers from the majority of supported agencies. The typical worker's office computing configuration does not include peripherals other than keyboard, mouse, and monitor(s). There is little to no standardization in monitor size or manufacturer, although an increasing number of users have requested multiple monitor configurations in recent years. Some users also have more than one computing device in their office (typically a PC and laptop). Special work duties may necessitate other devices (such as desktop scanners). Accommodations are also provided to those workers requiring them, including assistive technology. Assistive technology support needs may be supported by OCIO on a best-effort basis or referred to third party contractors or other agencies for support assistance.

It is the desire of the OCIO to limit the number of supported Endpoint Devices to the fullest extent possible with the smallest number of models in circulation at any given time. The current standard for Desktop and Laptop purchasing in the State of Iowa is available at https://ocio.iowa.gov/sites/default/files/standards/2015-05/20130827desktoplaptoppurchasing.pdf and requires Participating Agencies (as defined in Iowa Code Chapter 8B) to purchase desktop and laptop computers using the now-expired WSCA amendment B27164 for desktop and laptop purchases, a Hewlett-Packard Contract.

The OCIO Desktop Support Service has also been designed to recognize and accommodate the specialized computing needs of its customers. Customers may be permitted to purchase non-standard devices based on the nature of the work being performed.

1.4.4.3.3 Tickets

Between December 19, 2016 and December 19, 2017, the OCIO Desktop Support team recorded a total of 10,144 tickets submitted to the ServiceNow ticketing system maintained by OCIO. 9,260 of these tickets are characterized as "Incidents" which is defined to include support tasks other than work associated with the provision of new computers. 884 tickets are characterized as "requests" which is defined to be primarily associated with the provision of new computers and new requests for software. Work was completed primarily in support of OCIO Desktop Support customer agencies, but tickets for other agencies occasionally appear in the data - most likely for ad hoc support or coordination requests in support of a special project. A full and complete listing of tickets is provided in **Appendix E - OCIO Desktop Support Services - Ticket Detail**.

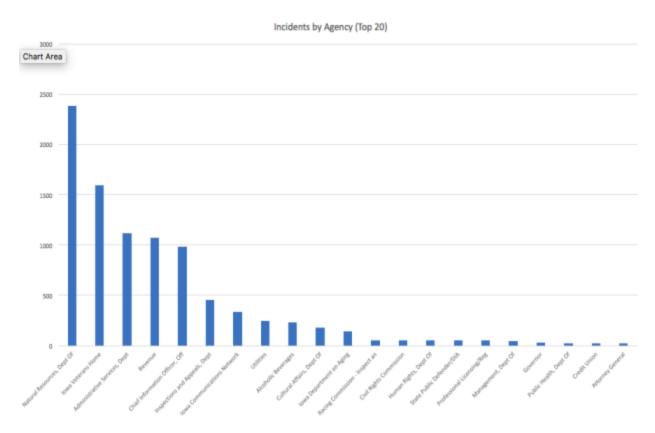


Figure 4 - Incidents by Agency

Figure 4 shows Incidents submitted by agencies during the period in question. Figure 5 shows Requests submitted by agency for the same period. Refer to **Appendix D** - **OCIO Desktop Support Services** - **Ticket Profile** for a summary of ticket counts by agency. Figure 6 shows total tickets by month (Incidents and Requests combined) as recorded from December 19, 2016 thru December 19, 2017. Figure 7 shows the number of tickets by geographic location.

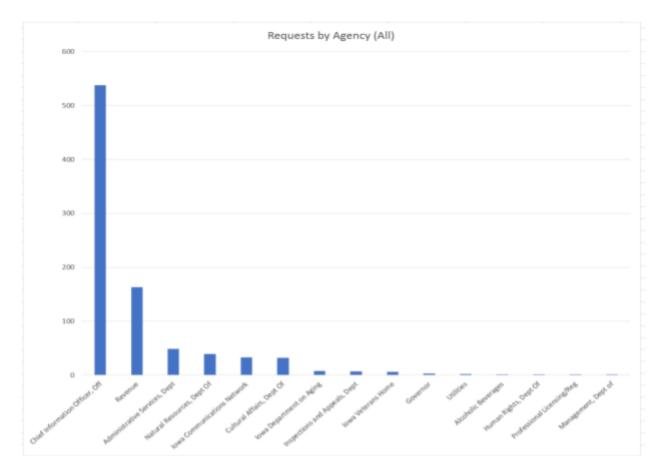
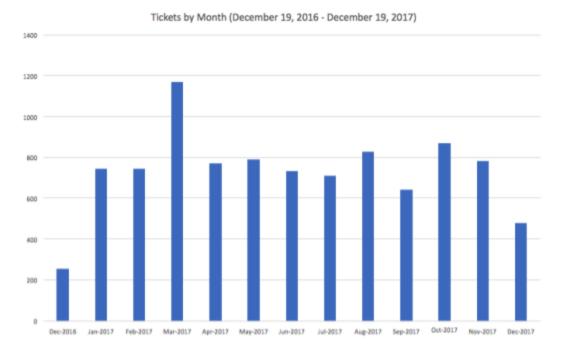
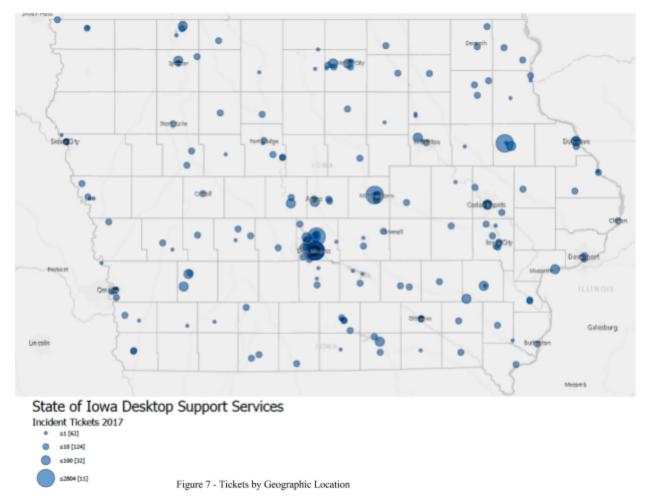


Figure 5 - Requests by Agency







Contractors may request a copy of the ticket record from December 19, 2016 and December 19, 2017 (**Appendix E)** by contacting the State Issuing Officer named on the RFP Cover Sheet (see page 1).

SECTION 2 ADMINISTRATIVE INFORMATION

22.1 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 <u>http://bidopportunities.iowa.gov/</u>. 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

Resource information regarding this RFP may be available. See the RFP cover sheet for details regarding resource information.

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.

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. <u>See Iowa Code Section 72.3</u>. 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 nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to: minor failures to comply that do not affect overall responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Contractors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Contractor from full compliance with RFP specifications or other 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

lowa 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: OCIO18001 RFP Title: Endpoint Device Managed Services Pearson Skepnek Office of the Chief Information Officer 1305 E. Walnut B-Level Des Moines, IA 50309

[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.

<u>Technical Proposal Envelope Contents</u> Original Technical Proposal and any copies Public Copy (if submitted) Technical Proposal on digital media Electronic Public Copy on same digital media (if submitted)

<u>Cost Proposal Envelope Contents</u> 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 Termination, Litigation, Debarment

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

- **3.2.6.1** Has the Contractor had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- **3.2.6.2** 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.
- **3.2.6.3** 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.
- **3.2.6.4** 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.
- **3.2.6.5** 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.

3.2.7 Acceptance of Terms and Conditions

By submitting a Proposal, Contractor acknowledges its acceptance of the terms and conditions of the RFP and the MSA 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 MSA 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.

3.2.8 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.

3.2.9 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.

3.2.10 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 I this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

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

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

https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_a uthorization_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 a Mandatory specification or specifications, the Agency reserves the right, in its sole discretion, to waive that Mandatory specification, in the interest of moving forward with the present competitive bidding exercise.

Contractor must:

Support Services

- 4.1.1 Provide Support Services as necessary to support Endpoint Devices for State workers as defined in Section 1.4.2.1 Service Areas including:
- 4.1.1.1 Provide provisioning services for Endpoint Devices including all activities related to asset management, setup, teardown, installation, disposal (limited to coordination with a State-provided disposal contractor at a separate expense to the State), and related services necessary to maintain Endpoint Devices throughout their lifecycle.
- 4.1.1.2 Provide 24x7 help desk services for Endpoint Devices including first level support for user questions, ticket, and remote troubleshooting by phone, self-service portal, or e-mail on a 24x7 basis.
- 4.1.1.3 Provide break/fix service for Endpoint Devices including remote and in-person repairs to

Endpoint Devices for state workers.

- 4.1.1.4 Provide security services for Endpoint Devices including the configuration and management of Endpoint Devices in coordination with the State to ensure the highest levels of information security are achieved.
- 4.1.1.5 Provide custom support services including Endpoint Device technology assistance for events such as after hours board meetings that require in-person technology assistance and other special projects.
- 4.1.2 Provide support for OCIO standard software installed on agency computers including all service required to install, repair, optimize, and manage software used on agency computers regardless of type, manufacturer, version, or function. Standard software is defined in **Appendix F OCIO Standard Software**.
- 4.1.3 Ensure onsite support is available as needed during Regular Business Hours to fulfill the obligations of the contract.
- 4.1.4 Make available after hours support options matching Regular Business Hours service levels to meet the specialized needs of 24x7 facilities.
- 4.1.5 Provide all office space, travel, supplies, equipment, and other materials as needed to fulfill the obligations of the contract as part of the all-inclusive rate structure proposed.
- 4.1.6 Provide and maintain a knowledge management system for the State of Iowa Endpoint Device environment that is routinely updated by the Contractor. Provide access to the knowledge management system for State of Iowa personnel. Affirm that the State will hold exclusive ownership rights over all content maintained in the knowledge management system. On conclusion of the Contract, assist State with transition of the data to a new system as directed by the State.
- 4.1.7 Create and manage images for Microsoft Windows Endpoint Devices as directed and approved by the State to conform with information security requirements.
- 4.1.8 Maintain a current inventory of all State of Iowa Endpoint Devices. Provide information and reports concerning the State Endpoint Device inventory upon request including a full export of all recorded data.
- 4.1.9 Track all requests for service, incidents, and related support tasks.
- 4.1.10 Provide software licensing management including monitoring, tracking, and reporting on software license counts for Endpoint Devices managed by Contractor.
- 4.1.11 Participate in problem resolution affecting Endpoint Devices regardless of root cause, including those problems thought to involve IT Infrastructure Services not managed by the Successful

Contractor. Open support tickets as needed with the State concerning IT Infrastructure Services (and other services) using its designated request system as needed to resolve Endpoint Device support requests submitted by end users. Successful Contractor is expected to participate collaboratively with the State on the resolution of problems as a part of a team until they are resolved.

- 4.1.12 Provide and maintain all tools, software, and services necessary to remotely access State of Iowa Endpoint Devices to provide remote support services.
- 4.1.13 Provide full support for peripheral devices such as scanners, monitors, and ancillary computing devices.
- 4.1.14 Provide support and triage for printers to include best-effort problem resolution, troubleshooting, and coordination/handoff with third parties for complex printer support incidents.
- 4.1.15 Provide support and triage for smartphones and similar devices to include best-effort problem resolutions, troubleshooting, and coordination/handoff with third parties for complex smartphone support incidents.
- 4.1.16 Maintain, manage, and further improve Iowa's gold images for PC and Laptop deployments.
- 4.1.17 Provide uniform and consistent staff identification (such as uniform, badge, ect.) for personnel delivering in-person support.
- 4.1.18 Conform with the unique requirements of each specific State location as necessary to gain authorized access to their buildings and/or facilities.

Virtual Desktop

- 4.1.19 Provide services and support as necessary to deliver Virtual Desktops to State workers as defined in Section 1.4.2.2 Service Areas including:
- 4.1.19.1 Provide Microsoft Windows OS streaming virtual desktop services that make available a fully functional Microsoft Windows desktop environment for work activities.
- 4.1.19.2 Provide Microsoft Windows Application Streaming virtual desktop services that provide virtual access to applications only.
- 4.1.20 Agree that use of virtual desktops to replace PC and laptop computers will be at the discretion, consent, and prior approval of the State. Certify that this proposal is <u>not</u> based on widespread and mandatory replacement of existing and future PC and laptop fleets with virtual desktops.

4.1.21 Provide a comprehensive approach to managing compliance with government security requirements for data stored and/or processed on virtual desktops.

Compliance

- 4.1.22 Maintain compliance with all applicable state and federal regulations concerning the confidentiality, integrity, and availability of Endpoint Devices.
- 4.1.23 On an ongoing basis, certify compliance with all applicable state and federal regulations concerning the confidentiality, integrity, and availability of Endpoint Devices.
- 4.1.24 Submit all Contractor personnel assigned to work on state systems 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.
- 4.1.25 Sign a HIPAA Business Associates Agreement (Appendix G) and an Iowa Department of Revenue Confidentiality Agreement (Appendix H) and any other applicable Agency agreements.
- 4.1.26 Follow all State of Iowa standards, policies, procedures, processes, and directives concerning the services described herein and further provided at <u>https://ocio.iowa.gov/standards</u>.

Information Security

- 4.1.27 Work at the direction of the State to manage Endpoint Devices in conformance with State security requirements.
- 4.1.28 Immediately report all confirmed and suspected security intrusions, breaches, and incidents to the State upon detection.
- 4.1.29 Ensure all Endpoint Devices can integrate with, and be monitored and tracked by, the State's Security Operations Center and by third party security services designated by the State.
- 4.1.30 Deploy a DoD 5220.22-M or similar data sanitation method for all Endpoint Devices removed from service.
- 4.1.31 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.

Customer Relationship Management

4.1.32 Provide a comprehensive and transparent end user satisfaction program that leverages ongoing end user feedback to iteratively improve the quality of services delivered.

- 4.1.33 Participate in routine performance reviews, status updates, work planning meetings, and other meetings as required by the State of Iowa to monitor and track performance and delivery of services under this RFP.
- 4.1.34 At the direction of and in the sole discretion of the State, remove any Contractor, Contractor employee, agent, or subcontractor, assigned by Contractor to perform work under this Contract for any reason or no reason at all.
- 4.1.35 Provide office locations for all Contractor personnel engaged in the performance of work under the Contract, including but not limited to, space as needed for inventory, warehousing, technology setup, and all related tasks.
- 4.1.36 In consultation with, and contingent upon the ultimate approval of the State, Contractor will conduct end user satisfaction surveys to identify and act upon service improvement opportunities.
- 4.1.37 Provide itemized monthly invoices to each agency served in addition to consolidated monthly statewide reports of contract utilization to OCIO.
- 4.1.38 Provide a dedicated client manager for the State of Iowa. Duties assigned to this person include relationship management, updates concerning agency requests, routine engagement with OCIO Technology Account Managers assigned to support the agencies, executive briefings and status reports, and other duties to ensure a successful engagement.

Integration

- 4.1.39 Provide Endpoint Device Management services within an IT Infrastructure Services environment that is not controlled by the Successful Contractor.
- 4.1.40 Work collaboratively with OCIO and other State agencies, including the State IT workforce and State IT vendors supporting existing IT Infrastructure Services, to ensure that Endpoint Devices perform satisfactorily.
- 4.1.41 Ensure all State-owned smartphones are connected to State of Iowa Mobile Device Management services.
- 4.1.42 Integrate as needed with the State of Iowa's designated incident and service request system (currently ServiceNow). Minimally, use the State's incident and service request system to escalate tickets that require OCIO assistance.
- 4.1.43 Ensure all Endpoint Devices are configured to store data on network or cloud services locations approved by the State

- 4.1.44 Ensure all Microsoft Windows Endpoint Devices are connected to the State of Iowa Active Directory and SCCM environment expect as waived by the OCIO.
- 4.1.45 Ensure all Microsoft Windows Endpoint Devices are attached to the State of Iowa anti-malware environment.
- 4.1.46 Ensure all Microsoft Windows laptops and tablets utilize the State of Iowa encryption services environment.
- 4.1.47 Participate in the State's Continuity of Operation / Continuity of Government planning exercises upon request, to include, but not be limited to, providing information concerning the State's Endpoint Device fleet, participating in desktop exercises, or otherwise assisting the State in disaster recovery planning activities upon request.
- 4.1.48 Provide general support and assistance for integration of Endpoint Devices with the State's Google e-mail and productivity platform.
- 4.1.49 Participate in recurring technology change management meetings as directed by the State.

Transition Management

- 4.1.50 Agree to have the capability, upon request of the State of Iowa, and with reasonable advance notice, to increase the scope of this engagement to include other agencies and geographically remote work locations across the State of Iowa in addition to those described in Appendix A Current OCIO Desktop Support Customers and Section 1.4.4.2 Service Locations. Contractor must agree to offer Endpoint Device Management services upon such request to any of the approximately 800 work locations operated statewide by the State of Iowa.
- 4.1.51 Provide a draft transition work plan that includes the chronological outline of all activities to be performed during the transition of Endpoint Device Management responsibilities from the OCIO Desktop Support team to the Successful Contractor including key timelines, deliverables, and parties responsible.
- 4.1.52 Work collaboratively with OCIO to assume responsibilities under this contract such that no gap in services are experienced by end users.
- 4.1.53 Assist OCIO with streamlining and improving existing Endpoint Device Management processes such as onboarding, computer ordering, software setup, and related challenges currently experienced across the OCIO Desktop Support service environment.
- 4.1.54 Provide temporary, interim staff augmentation for the current OCIO Desktop Support Service workforce in the event of unplanned OCIO staffing changes or departures during the transition to the Successful Contractor's services on a time and materials basis at the rate defined in Attachment 5 Cost Proposal (Worksheet D Hourly Support).

Experience

- 4.1.55 Have experience as the prime contractor for Endpoint Device Management services for a governmental entity (city, county, state agency, federal agency) or corporate entity. The contract must have included at least 3,000 total users with 5 or more geographically distributed sites.
- 4.1.56 Provide three references from similar Endpoint Device Management engagements were Contractor served as the prime contractor for a governmental entity (city, county, state agency, federal agency) or corporate entity. One reference must be for a contract that included at least 3,000 total users with 5 or more geographically distributed sites.

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.

Support Services

- 4.2.1 Provide a Service Level Agreement defining performance expectations the Contractor will meet. A Service Level Agreement may include, but is not limited to: onsite response time during Regular Business Hours; onsite response times outside Regular Business Hours; remote support response time outside Regular Business Hours; call wait times; service ticket duration expectations; penalties for performance infractions; and related key performance indicators that will be monitored and reported by Contractor in performing services requested in this RFP.
- 4.2.2 Describe the support model you propose to ensure the State of Iowa's 800+ locations across 99 counties will receive timely and effective onsite support when a problem cannot be solved remotely. Provide information on a support plan your firm has implemented for another regional organization with multiple geographically remote sites and how that plan is applicable to the State of Iowa. Support models may include, but are not limited to: regional support centers; use of local subcontractors to provide onsite services at remote locations; permanent onsite resources; or a hybrid model.
- 4.2.3 Describe your approach to classifying the State of Iowa's end users based on the information provided in the RFP including the ticket profile available in **Appendix E OCIO Desktop Support Services Ticket Detail**. Responses may include, but not be limited to, personas, persona descriptions, and or other definitions used to categorize, classify, or organize support arrangements for end users.
- 4.2.4 Describe your approach to supporting endpoint devices over three year old.
- 4.2.5 Describe the series of ITSM practices and standards (ITIL or others) used to provide of State of Iowa Endpoint Devices.

- 4.2.6 Describe your approach to supporting OCIO Standard Software (defined in **Appendix F OCIO Standard Software**) for which support is included in your proposal at no additional cost to the State of Iowa. Your response should include any limitations on software supported as part of the standard service offering.
- 4.2.7 Describe your approach to supporting OCIO non-standard software.
- 4.2.8 Describe your approach to supporting and integrating new technology into the State of Iowa endpoint device environment. Responses may include options to pilot, test, evaluate, and deploy leading edge capabilities (e.g. wearables, augmented reality devices) not yet available for widespread use.
- 4.2.9 Describe your approach to providing uniform and consistent staff identification (uniform, badge, ect.) for personnel delivering in-person support.
- 4.2.10 Provide your approach to meeting the unique requirements of each specific State location as necessary to gain authorized access to their buildings and/or facilities.

Virtual Desktop

- 4.2.11 Describe your Virtual Desktop service. Provide information on features, capabilities, functions, availability, disaster recovery, and integration with existing State systems (such as Windows file servers and Active Directory). Responses should also include high level technical architecture of the Virtual Desktop service. Provide other information about your Virtual Desktop service that you believe the State should consider in evaluating proposals for Virtual Desktop services.
- 4.2.12 Describe your approach to security and compliance specifically with respect to Virtual Desktops. Responses may include, but not be limited to, certifications, compliance levels, federal regulations, policies, processes, procedures, and other considerations applicable to a the security and compliance of virtual desktops.

Compliance

- 4.2.13 Describe your approach to compliance. 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, CJIS) that apply to state data and locations eligible to receive services under this RFP, third party audits and certifications routinely retained, and other information that the State should evaluate in considering your approach to compliance.
- 4.2.14 Describe your approach to certifying compliance. Provide a third party certificate of audit for compliance with Internal Revenue Service (IRS) Pub 1075, the Health Insurance Portability and Accountability Act (HIPAA), the Criminal Justice Information Services (CJIS) Security Policy for all systems hosted by Contractor including virtual desktop environments

Information Security

4.2.15 Describe your approach to information security. Provide information on the security practices, processes, procedures, capabilities, strategies, and practices your firm uses to ensure the highest levels of information security are achieved for Endpoint Devices. Responses may include, but not be limited to information regarding the standard security frameworks (NIST, ISO, etc) your firm uses and how compliance to those frameworks are maintained and audited.

Customer Relationship Management

- 4.2.16 Describe your approach to managing, improving, and reporting on end user satisfaction. Responses may include, but not be limited to: end user communication plans, survey tools, help desk support scripts, customer history logging, and other strategies to maximize customer responsiveness and end user satisfaction.
- 4.2.17 Provide a customer engagement plan for the State including OCIO and customer agencies served. Responses may include: participation in routine performance reviews, status updates, work planning meetings, and other meetings; performance monitoring, tracking and reporting; pre-sales engineering to include technical coordination and planning; and other activities designed to maximize the optimize the working relationship between Contractor and the State.

Integration

- 4.2.18 Provide a plan for technical integration with existing IT Infrastructure Services including complimentary networking, telephony, server, storage, and Active Directory services managed by OCIO or its designee which provide support to Endpoint Devices. A plan may include, but is not limited to: coordination activities, incident response procedures, security notifications, communication, collaboration, meetings.
- 4.2.19 Provide a high level technical architecture illustrating the technical integration plan with existing IT Infrastructure Services asked for in 4.2.18.
- 4.2.20 Describe your approach for integrating with existing hardware/software technology suppliers including those providing Endpoint Devices to the State.

Transition Management

- 4.2.21 Describe your approach to providing, upon request of the State of Iowa, and with reasonable advance notice, support for other agencies and work locations in addition to those described in Appendix A Current OCIO Desktop Support Customers and Section 1.4.4.2 Service Locations including any of the State's approximately 800 work locations.
- 4.2.22 Provide a draft work plan that includes the chronological outline of all activities to be performed during the transition of Endpoint Device Management responsibilities from the OCIO Desktop Support team to the Successful Contractor including key timelines, deliverables, and parties responsible.

4.2.23 Describe your approach to assisting OCIO with resolution of existing issues and challenges associated with support of its management of Endpoint Devices as part of the transition. Responses may include process, services, capabilities, or strategies designed to resolve current problems associated with onboarding, computer ordering, software setup, and related challenges currently experienced across the OCIO Desktop Support service environment.

Experience

- 4.2.24 Provide three references from similar Endpoint Device Management engagements where Contractor served as the prime contractor for a governmental entity (city, county, state agency, federal agency) or corporate entity. One reference must be for a contract that included at least 3,000 total users with 5 or more geographically distributed sites.
 - 4.2.24.1 The Contractor should provide specific contact information for each reference provided, which may be verified.
 - 4.2.24.2 For each reference, the Contractor shall provide the number of users in the environment, a brief description of the project, names of individuals who can be contacted, the position of these individuals, addresses, and current telephone numbers.
 - 4.2.24.3 The Contractor is responsible for ensuring the that reference information is current and accurate.

4.3 Optional Specifications

All items listed below are optional, non-mandatory specifications. Responses to the Optional Specifications will be evaluated but not used in the determination of the minimum score for Content and Technical Criteria. Cost for optional specifications shall be identified in the cost proposal if applicable; however, costs for optional specifications will not be considered in the determination of the cost score.

- 4.3.1 Describe an employee and contractor rebadging program in which employees and contractors currently supporting Endpoint Device management services for the State of Iowa may optionally participate. Provide a sample plan for a rebadging program. A plan may include, but is not limited to: marketing and communication artifacts, human capital management processes (e.g. worker intake and skills assessment), and related items. Include information about any prior employee rebadging initiatives your firm has coordinated and considerations the Agency must address to successfully implement.
- 4.3.2 Describe your approach to providing software management to the State. Responses may include managing aspects of OCIO's existing software management such as SCCM processes and technologies to ensure hundreds of software products used by state agencies are tracked and loaded on the correct machines in a standard and timely way, tracking processes, and audit processes.
- 4.3.3 Describe additional 24x7 Level 1 Help Desk Services beyond the standard endpoint helpdesk support provided as a part of the mandatory specifications set forth herein that the State of lowa may optionally purchase for an additional fee. Responses may include, but should not be limited to, custom application support for state employees and contractors, password resets for

public-facing applications, citizen support for custom-facing applications, and other helpdesk services supporting the citizens of Iowa in their interactions with state e-government services.

Resale and Fulfillment

- 4.3.4 Describe your approach to resale and fulfillment. Responses may include, but not be limited to, online ordering, supply chain coordination, inventory management, responsiveness, OEM management practices, delivery timeframes, order tracking, analytics, logistics, and other considerations that demonstrate your service levels, experience, and approach.
- 4.3.5 Provide an Endpoint Device technology plan for the State of Iowa. A plan may include, but not be limited to, recommendations on fleet standardization, technologies the State should adopt, future capabilities for considerations, and other factors that demonstrate your understanding of the Endpoint Device technology marketplace.
- 4.3.6 Describe the Endpoint Device manufacturers and products that your proposal offers to the State of Iowa including Microsoft Windows personal computers, laptops, and tablets. Also include information about the availability of Google Chrome OS and Apple Macintosh/iPad platforms. Include the OEM, product lines, technology capabilities, features, benefits, advantages, and other factors that the State should consider in evaluating Endpoint Device resale and fulfillment.
- 4.3.7 Provide specifications for two Microsoft Windows desktop computer models (high performance and economy performance), two Microsoft Windows laptop computer models (high performance and economy performance), and one Microsoft Windows tablet model recommended to replace existing Endpoint Devices as they reach end of life and need to be refreshed. Endpoint Device specifications provided by Contractor are not intended to be limiting. The State can and will purchase other Endpoint Devices with different specifications through this contract. Omit any costs for software licenses (e.g. Microsoft Windows).
- 4.3.8 Describe the office printers (including multifunction devices with printing, scanning, copying and faxing capabilities) that your proposal offers to the State of Iowa. Include the OEM, product lines, technology capabilities, features, benefits, advantages, and other factors the State should consider in evaluating office printers.
- 4.3.9 Describe the peripherals (such as scanners, monitors, and ancillary computing devices) and Endpoint Device supplies (including laser printer toner replacement cartridges, inkjet printer replacement cartridges, mouse pads, keyboards, ergonomic accessories, miscellaneous cables and cords, and other supplies necessary to support the efficient and effective use of Endpoint Devices) that your proposal offers to the State of Iowa. Include the OEM, product lines, technology capabilities, features, benefits, advantages, and other factors the State should consider in evaluating peripherals and supplies.
- 4.3.10 Describe leasing options for equipment either directly or indirectly through a third party partner or affiliate.

SECTION 5 EVALUATION AND SELECTION

5.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the State. Agency will not necessarily award the Contract to the 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.

The evaluation committee will make a recommendation to the person or entity who must approve the recommendation.

5.3 Tied Bid and Preferences

5.5.1 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.

Note: Contractor responses to Section 4.3 (Optional Specifications) will not be used for scoring purposes.

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:	<u>\$35,000</u> = receives 100% of available points on cost. \$35,000
Contractor B:	<u>\$35,000</u> = receives 78% of available points on cost. \$45,000
Contractor C:	<u>\$35,000</u> = receives 54% of available points on cost. \$65,000

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 MSA, 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 MSA shall be incorporated into the Contract unless Agency has explicitly accepted the Contractor's objection or amendment in writing.

The MSA may be supplemented at the time of execution and is 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 MSA 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 MSA 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 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 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.

6.3 Insurance

The Contract will require the successful Contractor to maintain insurance coverage(s) in accordance with the insurance provisions included in MSA Attachment F.

6.4 Quarterly Report

The Contractor shall provide an electronic detailed quarterly report on all sales made under this agreement within the State of Iowa via E-Mail to the Iowa Office of the Chief Information Officer, Attn: Business Service Division Administrator, <u>ociobrokerage@iowa.gov</u>. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Vendor proposals must include a sample

report and a description of the reporting that will be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

6.5 Terms and Conditions for State of Iowa Purchasing Cards

The State of Iowa may 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 <u>Payment Card Industry Data Security Standard (PCI DSS)</u> to assure confidential card information is not compromised;
- Contractor shall adhere to <u>Fair and Accurate Credit Transactions Act</u> 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.

6.6 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]

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

Re: OCIO18001 - PROPOSAL CERTIFICATIONS

Dear Pearson Skepnek:

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 OCIO18001 for Endpoint Device Managed Services 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 on 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 *lowa Code sections 423.2(10) and 423.5(4) (2016)* a retailer in lowa or a retailer maintaining a business in lowa that enters into a contract with a state agency must register, collect, and remit lowa sales tax and lowa use tax levied under *lowa 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 additional 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]

Pearson Skepnek, Issuing Officer Iowa Office of the Chief Information Officer 1305 E. Walnut B-Level Des Moines, IA 50309

Re: OCIO18001 - 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 OCIO18001.

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 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 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

Per section 2.21 of the Request for Proposal (RFP), a Contractor requesting portions of its Proposal be maintained in confidence must complete this form and submit it with its Proposal. Contractors should read and familiarize themselves with chapter 22 of the Iowa Code regarding release of public records before completing this form. Section 2.21 of the RFP provides the Contractor instructions regarding how to request confidential treatment of portions of its Proposal.

NOTE: Completion of this Form is the sole means of requesting confidential treatment. Completion of the form and agency's acceptance of Contractor's submission does not guarantee the agency will grant Contractor's request for confidentiality. The agency may reject Contractor's Proposal entirely in the event Contractor requests confidentiality and does submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

To request confidentiality, Contractor must provide the following information:

- Contractor must present its request for confidentiality in the transmittal letter of its proposal.
 Check box when completed.
- 2 Contractor must conspicuously mark confidential material in its proposal in accordance with section 2.21 Public Records and Requests for Confidential Treatment. Check box when completed.
- **3** Contractor must specifically identify and list the proposal section(s) for which it seeks confidentiality and answer the following questions for each section listed :
 - **3.1** Explain the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential.
 - **3.2** Justify why the material should be kept in confidence.
 - **3.3** Explain why disclosure of the material would not be in the best interest of the public.
 - **3.4** Provide the name, address, telephone, and email for the person at Contractor's organization authorized to respond to inquiries by the Agency concerning the status of confidential materials.

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

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

4 Contractor must submit a Public Copy of the Proposal from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible. Check box when completed.

This form must be signed by the individual who signed the Contractor's Proposal. The Contractor shall place this Form 22 completed and signed in its Proposal immediately following the transmittal letter. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

*Failure to provide the information required in this form may result in rejection of Contractor's request for confidentiality or rejection of the Proposal as being non-responsive.

Signature

Date

Title

Agency Review (for agency use only)

Contra reason:	ctor's Proposal is rejected as non-compliant because one of more of the following s:
	Contractor requested confidentiality without submitting a fully completed Form 22.
	Contractor requested confidentiality without presenting its request in the transmittal letter of its Proposal.
	Contractor requested confidentiality and failed to conspicuously mark such material as confidential within its Proposal in accordance with the RFP.
	Contractor requested confidentiality without submitting a public copy of its Proposal with the confidential information redacted.
	Contractor requested confidentiality on material in contravention of the RFP.
	Other:

□ Contractor's submission is accepted.¹

Purchasing Agent Signature

Date

¹**NOTE:** Agency's acceptance of Contractor's submission should not be construed as Agency's approval of Contractor's request for confidentiality. Instead, acceptance of Contractor's submission simply means that Agency believes Contractor's Form 22 appears fully completed in accordance with the RFP.

RESPONSE		
Yes	No	LOCATION OF RESPONSE
	INCLUE	INCLUDED

Attachment #4 Check List of Submittals

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 Net 60 Days Payment Terms. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

Actual quantities will vary based on routine employee turnover and further analysis and refinement of the inventory data provided herein. The State has made a good faith effort to provide accurate numbers to the best of its ability for the purpose of soliciting competitive bids, but actual counts will vary. <u>No minimum quantity of service is guaranteed for any element of this cost proposal.</u>

Endpoint Device Managed Services

As described in Section 1.4.2 Future Vision - Endpoint Device Managed Services (TO-BE), the State is soliciting bids for two major service areas associated with Endpoint Device Managed Services: Support and Virtual Desktop, with optional requirements for Resale and Fulfillment of Endpoint Device hardware and Software Management. Additionally, respondents must include costs billable to the State of Iowa for transition to the Successful Contractor's service offering.

Total Year 1 Costs			
Worksheet	Description	Cost	
А	Total All Inclusive Price for Transition	\$	
В	Total All Inclusive Price for Support	\$	
С	Total All Inclusive Price for Virtual Desktop	\$	
D	Total, All Inclusive Rate - Hourly Support x 2000 hours	\$	
	Total Year 1 Costs (Sum A + B + C + D)	\$	

Complete the Total Year 1 Costs table below and the cost worksheets A through G that follow.

Vendor guarantees the costs will not exceed or escalate beyond 85% of the Consumer Price Index (CPI) for the Midwest Region (Chicago) in years of service 2-6.

Worksheet A - Total All Inclusive Price for Transition

The State has provided a scenario in this RFP that describes Endpoint Device Management for 3,700 users including 400 printers and 1000 smartphones in approximately 159 work sites across Iowa for the purposes of soliciting competitive bids. **Appendix E - OCIO Desktop Support Services - Ticket Detail** records approximately 10,144 tickets for these users over the course of 1 year, from December 19, 2016 to December 19, 2017.

Provide the total fixed price cost to transition services from OCIO to the Contractor as described in Sections 1.4.2.5, 4.1.50, 4.1.51, and 4.2.21.

Total All Inclusive Price for Transition		
Description	Fixed Price	
Total All Inclusive Price for Transition	\$	

Assumptions:

- A. The total all inclusive price for transition must include, but not be limited to, the seamless migration of all services from the OCIO Desktop Support team to the Contractor's solution no later than January 1, 2019 including intake, planning, project management, customer relationship management, setup, integration, configuration, travel, and any other expenses associated with transition activities.
- B. Provide up to three onsite staff on an interim basis to backfill for any unplanned staffing changes within the OCIO Desktop Support workforce until full contract implementation can occur.
- C. Transition services must include a component of onsite time provided by the Contractor.
- D. The State of Iowa has limited internal resources to assist with the transition for a period not to exceed six months. The State will make available the following team members for up to the total hours indicated:
 - a. State Project Manager 160 hours per month (best effort)
 - b. State Technical Lead 160 hours per month (best effort)
 - c. State networking, security, desktop, and server subject matter experts 120 hours per month combined total (best effort)

Worksheet B - Total All Inclusive Price for Support

The State has provided a scenario in this RFP that describes Endpoint Device Management for 3,700 users including 400 printers and 1000 smartphones in approximately 159 work sites across Iowa for the purposes of soliciting competitive bids. **Appendix E - OCIO Desktop Support Services - Ticket Detail** records approximately 10,144 tickets for these users over the course of 1 year, from December 19, 2016 to December 19, 2017.

Provide the total fixed price cost to Endpoint Device Support for the scenario provided.

Total All Inclusive Price - Year 1		
Description Total		
Total All Inclusive Price for Support - Year 1 Full Operations	\$	

Assumptions:

- A. The total all inclusive price for support must include, but not be limited to, compliance with all specifications set forth in this RFP including support services, compliance, information security, customer relationship management, and integration.
- B. The price includes a full year of services (12 months) for the number of users described above.
- C. Support services must include a component of onsite time provided by the Contractor.
- D. The State of Iowa has limited internal resources to assist the contractor with support services. The State will make available the following team member for up to the total hours indicated:
 - a. State Liaison 160 hours per month (best effort)
- E. No Endpoint Device Hardware costs are included.

Itemize the service rates that comprise the Total All Inclusive Price for Year 1 using the following table. If applicable, include costs for each persona.

SKU/Model #	Name/Description	Unit Price	Quantity	Total

Worksheet C - Total All Inclusive Price for Virtual Desktop

The State has provided a scenario in this RFP that describes Endpoint Device Management for 400 virtual desktop users.

Provide the total fixed price cost to Endpoint Device Support for the scenario provided.

Total All Inclusive Price - Year 1 Full Operations (Virtual Desktop)		
Description Total		
Total All Inclusive Price for Virtual Desktop - Year 1 Full Operations	\$	

Assumptions:

- A. The total all inclusive price for support must include, but not be limited to, compliance with all specifications set forth in this RFP including virtual desktop, compliance, information security, customer relationship management, and integration.
- B. The price includes a full year of services (12 months) for the number of users described above.
- C. The cost does not include Endpoint Device hardware or software, only the Virtual Desktop service.

Itemize the service rates that comprise the Total All Inclusive Price for Year 1 (Virtual Desktop) using the following table.

SKU/Model #	Name/Description	Unit Price	Quantity	Total

Worksheet D - Hourly Support

Provide a single, blended hourly rate for other associated services that may be requested by the State of Iowa including Endpoint Device management advisory services, consulting, custom software support, custom application support, and related support requested by the State on an as-needed, hourly basis:

Hourly Support		
Description	Hourly Rate	
Total, All Inclusive Rate - Hourly Support (blended rate)	\$	

Worksheet E - Resale and Fulfillment (Optional)

The State has provided a scenario in this RFP that describes Endpoint Device Management for 3,700 users including 400 printers and 1000 smartphones in approximately 159 work sites across Iowa for the purposes of soliciting competitive bids.

Note that Respondents are <u>not</u> required to provide Resale and Fulfillment services as a condition of submitting a Responsive Proposal in response to this RFP. However, Respondents must answer "Yes" to both elements below in order to be eligible to provide Resale and Fulfillment to the State upon successful execution of a contract. Answering "No" to either element will disqualify the Respondent from providing Resale and Fulfillment to the State but will have no impact on proposal evaluation scores.

[Yes/No] Contractor agrees to provide, <u>at a minimum</u>, the lesser of pricing presented through GSA AdvantageSelect or NASPO ValuePoint Computer Equipment, Peripherals & Related Services Contract 2015-2020 (<u>http://naspovaluepoint.org/#/contract-details/52/overview/general</u>) or any successor agreement thereof.

_____ [Yes/No] Contractor acknowledges they are eligible to provide greater discounts to the State of Iowa than those set forth in the contracts referenced above.

Worksheet F - Total All-Inclusive Price for Software Management (Optional)

The State has provided a scenario in this RFP that describes Endpoint Device Management for 3,700 users including 400 printers and 1000 smartphones in approximately 159 work sites across Iowa for the purposes of soliciting competitive bids. **Appendix E - OCIO Desktop Support Services - Ticket Detail** records approximately 10,144 tickets for these users over the course of 1 year, from December 19, 2016 to December 19, 2017.

Note that Respondents are <u>not</u> required to provide Software Management services as a condition of submitting a Responsive Proposal in response to this RFP. Respondents that submit a bid by completing the table below will be eligible to provide Software Management to the State upon successful execution of a contract. Providing no bid in the table below will disqualify the Respondent from providing Software Management to the State but will have no impact on proposal evaluation scores.

Provide the total fixed price cost to provide software management including SCCM administration for 3,700 Windows PC and Laptop computers.

Total All Inclusive Price For Software Management		
Description Total Fixed Price		
Total All Inclusive Price for Software Management - Year 1 Full Operations	\$	

Assumptions:

- A. The total all inclusive price for support must include, but not be limited to, compliance with all specifications set forth in this RFP including support services, compliance, information security, customer relationship management, and integration.
- B. Costs for SCCM servers and software are not included. They will be provided by the State.
- C. The Successful Contractor will have a mechanism available to invoice agencies for Software Management as part of any per-user Endpoint Device Support fee.

Itemize the service rates that comprise the Total All Inclusive Price for Software Management using the following table.

SKU/Model #	Name/Description	Unit Price	Quantity	Total

Worksheet G - Total All-Inclusive Price Per-Ticket Price for Additional Level 1 Helpdesk Services (Optional)

Note that Respondents are <u>not</u> required to provide Additional Level 1 Helpdesk Services beyond those provided in the mandatory RFP specifications as a condition of submitting a Responsive Proposal in response to this RFP. Respondents that submit a bid by completing the table below will be eligible to provide Additional 24x7 Level 1 Helpdesk Services as defined in Section 4.3.3 to the State upon successful execution of a contract. Providing no bid in the table below will disqualify the Respondent from providing Additional 24x7 Level 1 Helpdesk Services to the State but will have no impact on proposal evaluation scores.

Provide the total all-inclusive per-ticket cost for additional Level 1 Helpdesk Services as described in Section 4.3.3:

Total All Inclusive Price For Additional 24x7 Level 1 Helpdesk Services		
Description	Per Minute Price	
Total All Inclusive Price for Additional 24x7 Level 1 Helpdesk Services (Per Minute)	\$	

Assumptions:

- A. The total all inclusive per ticket price is only applicable to additional Level 1 Helpdesk services not included as part of Contractor's response to the mandatory requirements.
- B. Additional Level 1 Services will be provided on a 24x7 basis.

The Successful Contractor will have a mechanism available to invoice agencies directly for additional 24x7 Level 1 Helpdesk Services delivered.

Quantity	PC/Laptop Count	Smartphone Count	Printer Count	Locations Outside Des Moines Metro Area
Administrative Services	261	97	31	No
Civil Rights Commission	34	1	6	No
Commerce Alcoholic Beverages	60	43	10	No
Commerce - Credit Union Division	5	11	2	No
Commerce Professional Licensing	14	1	2	No
Commerce - Utilities Division	72	12	9	No
Cultural Affairs	93	5	10	No
Department on Aging	39	27	8	No
Iowa Communications Network	175	52	N/A	No
Inspections & Appeals	182	194	11	Yes
Inspections & Appeals - Racing and Gaming	66	6	N/A	No
Management	24	4	6	No
Natural Resources	1040	351	99	No
State Medical Examiner	19	0	9	No
Revenue	433	37	33	Yes
Governor's Office on Drug Control Policy	7	5	2	No
Iowa Veterans Home	603	55	150	Yes
Terrace Hill	6		N/A	No
Governor's Office	39	18	7	No
The Public Information Board	3	4	2	No
Office of the CIO	263	97	9	No
State Public Defender	247			Yes
Iowa Child Advocacy Board	28			No
Total	3713	1020	406	

Appendix A - Current OCIO Desktop Support Customers

N/A = current data not available. Assume some number of printers.

Appendix B - Profile of OCIO Managed Endpoint Devices (PCs and Laptops)

The following inventory is <u>not</u> intended to be an inclusive list of all PCs and laptops managed by OCIO. The inventory comprises a representative sample of the PCs and Laptops for the purposes of providing Contractors with information about the makeup of the Endpoint Device fleet supported by OCIO.

Model/Manufacturer	Grand Total
HP 1619	1
Lenovo 20BFS2BD00	15
Levovo 20BFS4TE00	3
Lenovo 20C0S0KD00	24
Lenovo 20C0S0KDUS	1
Lenovo 20DKS1M200	3
Lenovo 20DKS1QX00	3
Lenovo 20E1S0RK00	1
Lenovo 3093WC3	1
Lenovo 3438DS8	4
Lenovo 4299W6W	6
Lenovo CF-31WBLEXLM	1
Lenovo CF-H1CSLFZ1M	1
compaq 6200	1
compaq pro 6300	1
Dell System XPS L322X	1
HP Compaq 6000 Pro MT PC	14
HP Compaq 6000 Pro SFF PC	5
HP Compaq 6200 Pro MT PC	168
HP Compaq 6200 Pro SFF PC	239
HP Compaq 6530b (FQ233AW#ABA)	1
HP Compaq 6710b (RJ460AV)	14
HP Compaq 6730b (KE718AV)	2
HP Compaq 8000 Elite USDT PC	4
HP Compaq 8200 Elite SFF PC	1
HP Compaq dc5700 Microtower	5
HP Compaq dc5700 Small Form Factor	2
HP Compaq dc5800 Microtower	1

HP Compaq dc5800 Small Form Factor	52
HP Compaq Elite 8300 USDT	1
HP Compaq Pro 4300 SFF PC	2
HP Compaq Pro 6300 MT	208
HP Compaq Pro 6300 SFF	166
HP EliteBook 2570p	1
HP EliteBook 820 G1	1
HP EliteBook 820 G2	5
HP EliteBook 820 G3	2
HP EliteBook 850 G1	1
HP EliteBook 8560p	1
HP EliteBook 8570p	1
HP EliteBook Revolve 810 G1	1
HP EliteBook Revolve 810 G2	6
HP EliteBook Revolve 810 G3	20
HP Folio 13 - 2000 Notebook PC	1
HP Pro 3130 Microtower PC	1
HP ProBook 640 G1	3
HP ProBook 640 G2	1
HP ProBook 6460b	1
HP ProBook 6470b	1
HP ProBook 650 G1	379
HP ProBook 650 G2	217
HP ProBook 6550b	5
HP ProBook 6560b	50
HP ProBook 6570b	96
HP ProDesk 600 G1 SFF	265
HP ProDesk 600 G1 TWR	271
HP ProDesk 600 G2 MT	4
HP ProDesk 600 G2 SFF	214
HP t610 WW Thin Client	2
HP Z200 Workstation	2
HP Z210 Workstation	6
HP Z220 CMT Workstation	11

HP Z230 Tower Workstation	19
HP Z240 SFF Workstation	1
HP Z400 Workstation	2
HP Z420 Workstation	1
HP Z440 Workstation	15
HP Z600 Workstation	1
HP Z820 Workstation	1
HP ZBook Studio G3	4
HP Latitude 3450	1
MSI MS-7522	1
OEM TBD	1
Dell Precision T3610	1
HP PRO 600G2 MT	1
HP SLIC-BPC	4
Microsoft Surface Pro 3	5
Microsoft Surface Pro 4	32
Microsoft Surface with Windows 8 Pro	1
Google Chromebook/Box	86
Google Chromebox for Meetings	41
Grand Total	2739

Appendix C - Profile of OCIO Managed Endpoint Devices (Printers)

The following inventory is <u>not</u> intended to be an inclusive of all printers managed by OCIO. The inventory comprises a representative sample of the printers for the purposes of providing Contractors with information about the makeup of the Endpoint Device fleet supported by OCIO.

```
🗟 🎁 Models
 🖃 📢 Canon (2)
       Canon MF8500C Series (1)
       🧾 Canon iR2030 (1)
 🖃 🍯 HP (86)
       HP Color LaserJet 3000 (1)
       HP Color LaserJet 4700 (2)
       HP Color LaserJet CM4540 MFP (2)
       HP Color LaserJet CP4020 Series (5)
       HP Color LaserJet CP4520 Series (1)
       HP Color LaserJet CP5225dn (3)
       HP Color LaserJet CP5225n (2)
       HP Color LaserJet CP5520 Series (1)
       HP Color LaserJet M553 (3)
       💋 HP Color LaserJet M651 (1)
       HP Color LaserJet M750 (1)
       HP Color LaserJet MFP M277dw (1)
       IP Color LaserJet MFP M477fdn (1)
       HP Color LaserJet MFP M577 (1)
       HP DesignJet Z5600 PostScript (44" sized) (1)
       HP Designjet T1200 PostScript (44" sized) (1)
       💋 HP LaserJet 400 M401dw (1)
       HP LaserJet 400 color M451dn (2)
       HP LaserJet 400 color M451nw (1)
       HP LaserJet 4000 Series (1)
        HP LaserJet 500 color M551 (1)
       HP LaserJet 500 colorMFP M570dn (1)
       HP LaserJet 600 M601 (6)
       HP LaserJet 600 M602 (4)
        💋 HP LaserJet 600 M603 (1)
       HP LaserJet 700 M712 (1)
       HP LaserJet 700 color MFP M775 (1)
       HP LaserJet M402dn (2)
        💋 HP LaserJet M4345 MFP (1)
       📁 HP LaserJet M506 (1)
        💋 HP LaserJet M604 (2)
       🧊 HP LaserJet M605 (2)
        💋 HP LaserJet M606 (2)
       HP LaserJet P2055dn (2)
```

```
Difference (1)
```

```
💋 HP LaserJet P3010 Series (1)
```

```
📁 HP LaserJet P4015 (3)
```

```
🥼 HP LaserJet P4515 (2)
```

```
💋 HP LaserJet Pro MFP M225dw (1)
```

HP LaserJet Professional P1606dn (1)

```
IP Officejet Pro X476dn MFP (1)
```

```
🥥 Officejet Pro 8600 N911a (1)
```

```
🣁 hp LaserJet 4240 (3)
```

💋 hp LaserJet 4250 (6)

```
🣁 hp LaserJet 9050 (3)
```

```
💋 hp color LaserJet 3500 (1)
```

```
p color LaserJet 4600 (2)
```

```
💋 hp color LaserJet 4650 (1)
```

```
🖃 🧊 Konica Minolta (4)
```

```
G KONICA MINOLTA bizhub C284e (1)
```

```
KONICA MINOLTA bizhub C360 (1)
```

```
KONICA MINOLTA bizhub C454 (1)
```

```
KONICA MINOLTA bizhub C454e (1)
```

```
🖃 🧊 Kyocera (3)
```

```
6 FS-4020DN (1)
```

```
C5025N (1)
```

```
S-C5300DN (1)
```

```
😑 🧊 Lexmark (5)
```

```
Lexmark CS310n 502727945329N LV/20.VYL.P231 (1)
```

```
Lexmark T640 790ZBBH LS.ST.P239 (1)
```

```
📁 Lexmark T650 794937M LR.JP.P311e2 (1)
```

```
Lexmark T652 7958NLC LR.JP.P631a (1)
```

```
📁 Lexmark T652 7959RKC LR.JP.P631a (1)
```

```
🖃 🧊 Ricoh (68)
```

```
🥼 Aficio 2051 (1)
```

```
Aficio MP 301 (2)
```

```
Aficio MP 3352 (1)
```

```
Aficio MP 4000 (1)
```

Aficio MP 4001 (1)
 Aficio MP 4500 (1)

Aficio MP 5001 (1)

- Aficio MP 5002 (6)
- Aficio MP 5500 (2)

```
Aficio MP 6000 (2)
```

```
Aficio MP 6002 (6)
```



Appendix D - OCIO Desktop Support Services - TIcket Profile (December 2016 - December 2017)

Agency	Tickets Created
Natural Resources, Dept Of	2420
Iowa Veterans Home	1600
Administrative Services, Dept	1163
Revenue	1075
Chief Information Officer, Off	1058
Inspections and Appeals, Dept	461
Iowa Communications Network	365
Utilities	245
Alcoholic Beverages	230
Cultural Affairs, Dept Of	213
lowa Department on Aging	147
Human Rights, Dept Of	54
Racing Commission - Inspect an	54
Civil Rights Commission	53
State Public Defender/DIA	50
Professional Licensing/Reg	50
Management, Dept Of	44
Governor	37
Public Health, Dept Of	26
Credit Union	24
Attorney General	21

	20
Banking	14
Public Employment Relations	13
Human Services Community Serv	11
Gov Off.Of Drug Ctrl Policy	9
Judicial Department	7
Public Information Board	6
Education, Iowa Public TV	6
Workforce Development	5
Public Safety, Dept Of	4
Insurance	4
Legislative Senate	3
Corrections Newton	3
College Aid	2
Corrections Industries	2
IPERS	2
Dept For The Blind	2
Professional Licensing	2
Education, Dept Of	1
Finance Authority	1
Law Enforcement Academy	1
Ethics and Campaign Disclosure	1
Human Services Independence	1
Education, Voc Rehab	1

Corrections Fort Dodge	1
Human Services Administration	1
Corrections Rockwell City	1
Grand Total	9514

Appendix E - OCIO Desktop Support Services - TIcket Detail (December 2016 - December 2017)

Contractors may request a copy of the ticket record from December 19, 2016 and December 19, 2017 (Appendix E) by contacting the State Issuing Officer named on the RFP Cover Sheet (see page 1).

Appendix F - OCIO Standard Software

Cisco AnyConnect

VMWare Horizon Client

Google Chrome Browser

Microsoft SCCM Client

Microsoft Office (all supported versions and components)

Microsoft Windows (all supported versions and included software)

Google File Stream

MS Office Visio

Adobe Acrobat Reader

Adobe Acrobat Distiller

Simon WinSCP

Sophos Endpoint Security and Control

Zephyr PASSPORT PC TO HOST

Zephyr PASSPORT FTP Client

Appendix G - Iowa Department of Human Services Business Associate Agreement

Current Iowa Department of Human Services Business Associate Agreement available at http://dhs.iowa.gov/hipaa/baa

Appendix H - 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 lowa 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.