



REQUEST FOR BID (RFB)

After Hour Medication Order Verification  
SOPCHK27004

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**RFB Purpose.**

The purpose of this solicitation is to solicit bids from qualified service providers to provide remote medication order verification services for the pharmacy at the Cherokee Mental Health Institute (CMHI) and Civil Commitment Unit for Sexual Offenders (CCUSO) after Normal Business Hours, Holidays, and Weekends.

**Duration of Contract.**

The Agency anticipates executing a contract that will have an initial 1-year contract term with the ability to extend the contract for 5 additional 1-year terms. The Agency will have the sole discretion to extend the contract.

**Bidder Eligibility Requirements.**

The Agency will only consider bids from pharmacists with an active license registered with the Iowa Board of Pharmacy.

<b>Procurement Timetable</b>
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There are no exceptions to any deadlines for the Bidder; however, the Agency reserves the right to change the dates. Times provided are in Central Time.

<b>Event</b>	<b>Date</b>
Agency Issues RFB Notice to Targeted Small Business Website (48 hours):	<b>April 6, 2026</b>
Agency Issues RFB to Bid Opportunities Website	<b>April 8, 2026</b>
Bidder Letter of Intent to Bid Due By	<b>April 20, 2026 2:00 p.m.</b>
Bidder Written Questions Due By	<b>May 4, 2026 2:00 p.m.</b>
Agency Responses to Questions Issued By	<b>May 11, 2026</b>
<b>Bidder Proposals and any Amendments to Proposals Due By</b>	<b>May 26, 2026 3:30 p.m.</b>
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	<b>June 9, 2026</b>
Contract Negotiations and Execution of the Contract Completed	<b>June 30, 2026</b>
Anticipated Start Date for the Provision of Services	<b>July 1, 2026</b>

## Section 1 Background and Scope of Work

### 1.1 Background.

The Agency's Cherokee Mental Health Institute (CMHI) in Cherokee, Iowa is a state-operated acute psychiatric hospital in the Division of State-Operated Specialty Care serving persons with mental illness including specialized treatment and security for adults ordered by the court into the custody of the state for the purposes of competency restoration, adults who have been acquitted of a crime by reason of insanity, and similarly situated adults at a mental health institute. The Facility is accredited by The Joint Commission, certified by the Centers for Medicare and Medicaid Services (CMS), and licensed by the Iowa Department of Inspections, Appeals, and Licensing (DIAL) to provide acute specialty hospital care.

CMHI is a thirty-six (36) bed psychiatric hospital with inpatient programs for adult psychiatric and forensic patients serving the entire state of Iowa. Many of our patients are suffering from severe and persistent mental illnesses which respond, in most cases, to psychotropic medications. Every patient has an individualized treatment plan that includes assessment and therapy from an array of professional specialties. This Facility is staffed to provide continuous around-the-clock support to patients.

The Civil Commitment Unit for Sexual Offenders (CCUSO) program was created by the 1998 Sexually Violent Predators Act of Iowa to provide secure, inpatient treatment for sexual offenders who are believed to be a high risk for sexually re-offending. Inpatient treatment is indefinite, with length of treatment dependent upon the time required for each individual to complete the criteria for advancement through the five (5) treatment phases.

The CCUSO program provides a secure, long-term, and highly structured setting to treat sexually violent predators (SVP) who have served their prison terms, but who, in a separate civil trial, have been found likely to commit further violent sexual offenses. Each patient receives an annual evaluation completed and submitted to the court; each patient receives an individual Master Treatment Plan that is updated annually, as well as Action Plans, which are completed every 90 days to assess treatment progress.

The CCUSO program currently serves approximately 200 patients, of which 90% are inpatient.

The pharmacy located within the facility serves both the CMHI and CCUSO programs. The Agency does not currently contract for this service. Any services provided under an agreement resulting from this RFB will be intended to serve both the CMHI and CCUSO facilities. The anticipated monthly volume of After-Hour medication orders requiring verification is 500.

### 1.2 RFB General Definitions.

When appearing as capitalized terms in this RFB, including attachments, the following quoted terms (and the plural thereof, when appropriate) have the meanings set forth in this section.

**"Agency"** means the Iowa Department of Health and Human Services.

**"Bid Proposal"** or **"Proposal"** means the Bidder's proposal submitted in response to the RFB.

**"Bidder"** means the entity that submits a Bid Proposal in response to this RFB.

**"Contractor"** means the Bidder who enters into a Contract as a result of this Solicitation.

**“Deliverables”** means all of the services, goods, products, work, work product, data (including data collected on behalf of the Agency), items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with any contract resulting from this RFB.

**“Invoice”** means a Contractor’s claim for payment. At the Agency’s discretion, claims may be submitted on an original invoice from the Contractor or may be submitted on a claim form accepted by the Agency, such as a General Accounting Expenditure (GAX) form.

**Definitions Specific to this RFB.**

When appearing as capitalized terms in this RFB, including attachments, the following quoted terms (and the plural thereof, when appropriate) have the meanings set forth in this section.

**“After Hours”** means coverage from 4:30 p.m. to 8:00 a.m. on the following day, Monday through Friday.

**“Normal Business Hours”** means 8:00 a.m. to 4:30 p.m. Monday through Friday, excluding State-Paid Holidays.

**“State-Paid Holiday”** means coverage from 4:30 p.m. on the day preceding the holiday through 8:00 a.m. on the day following the holiday on specified State Holidays as listed at <https://das.iowa.gov/state-employees/state-accounting/centralized-payroll/state-holidays>.

**“Weekend”** means coverage from 4:30 p.m. Friday through 8:00 a.m. on the following Monday.

**1.3 Scope of Work.**

**1.3.1 Deliverables.**

The Contractor shall provide the following:

1. The Contractor shall provide order verification coverage After Hours, Weekends, and on State-Paid Holidays year-round unless otherwise directed by the Agency with notice of at least one (1) week.
2. Coverage of Normal Business Hours may be requested by the Agency.
3. Any pharmacist performing services as part of this agreement must be licensed in the State of Iowa.
4. The Contractor shall, during periods of coverage, have a licensed pharmacist available to provide consultation to CMHI and CCUSO employees, answering questions and making recommendations as needed.

**1.3.2 Performance Measures.**

1. The Contractor shall maintain an average turnaround verification time of sixty (60) minutes or less for 90% of orders.
2. The Contractor shall maintain an accuracy rate of 98% or higher.
3. The Contractor shall be responsive to consultation within sixty (60) minutes for at least 90% of requests.
4. The Contractor shall maintain licensure with the Board of Pharmacy for 100% of contract period.

**1.3.3 Agency Responsibilities.**

The Agency shall provide the Contractor with a maximum of two (2) secured laptop computers, login credentials, and access to all applications necessary to perform the services outlined in this RFB. The Contractor shall use the provided equipment solely for the purpose of fulfilling contractual obligations.

Upon conclusion of services, the Contractor shall return the laptop computer and any other Agency-issued equipment in good working condition.

#### **1.3.4 Contract Payment Methodology.**

The Contractor shall be paid at a specified rate per order verified. If the contractor fails to meet the established performance measures, the Agency reserves the right to apply a five percent (5%) deduction to the Contractor's invoice for the affected billing period.

## **Section 2 Basic Information About the RFB Process**

### **2.1 Issuing Officer.**

The Issuing Officer is the sole point of contact regarding the RFB from the date of issuance until selection of the successful Bidder. The Issuing Officer for this RFB is:

Katelyn Meyers  
1251 W Cedar Loop  
Cherokee, IA 51012  
Phone: (712) 225-6950  
katelyn.meyers@hhs.iowa.gov

### **2.2 Restriction on Bidder Communication.**

From the issue date of this RFB until announcement of the successful Bidder, the Issuing Officer is the point of contact regarding the RFB. There may be no communication regarding this RFB with any State employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the RFB. This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Contractor and the Agency.

The Issuing Officer will respond only to questions regarding the procurement process. Questions pertaining to the interpretation of this RFB may be submitted in accordance with the Questions, Requests for Clarification, and Suggested Changes section of this RFB.

### **2.3 Downloading the RFB from the Internet.**

The RFB and any related documents such as amendments or attachments (collectively the "RFB"), and responses to questions will be posted at the State of Iowa's website for bid opportunities: <http://bidopportunities.iowa.gov/>. Check this website periodically for any amendments to this RFB. The posted version of the RFB is the official version. The Agency will only be bound by the official version of the RFB document(s). Bidders should ensure that any downloaded documents are in fact the most up to date and are unchanged from the official version.

### **2.4 Reserved. (Online Resources)**

### **2.5 Intent to Bid.**

The Agency requests that Bidders provide their intent to bid by email to the Issuing Officer by the date and time in the Procurement Timetable. The Bidder may wish to request confirmation of receipt of the email from the Issuing Officer to ensure delivery. Do not submit letters of intent by mail, shipping service, or hand delivery. The intent to bid should include the Bidder's name, contact person, mailing address, email address, telephone number, and a statement of intent to submit a bid in response to this RFB. Though it is not mandatory that the Agency receive an intent to bid, the Agency will only respond to questions about the RFB that have been submitted by Bidders who have expressed their intent to bid. The Agency may cancel an RFB for lack of interest based on the number of letters of intent to bid received.

### **2.6 Reserved. (Bidders' Conference)**

### **2.7 Questions, Requests for Clarification, and Suggested Changes.**

Bidders who have provided their intent to bid on the RFB are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFB (hereafter "Questions") by the due date and time provided in the Procurement Timetable. Bidders are not permitted to include assumptions in their Bid Proposals. Instead, Bidders shall address any perceived ambiguity regarding this RFB through the question and answer process. If the Questions pertain to a specific section of the RFB, the page and section number(s) must be referenced. Bidders shall submit questions to the Issuing Officer by email. The Bidder may wish to request confirmation of receipt from the Issuing Officer to ensure delivery. Do not submit questions by mail, shipping service, or hand delivery.

Written responses to questions will be posted at <http://bidopportunities.iowa.gov/> by the date provided in the Procurement Timetable.

The Agency assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFB. In addition, the Agency's written responses to Questions will not be considered part of the RFB. If the Agency decides to change the RFB, the Agency will issue an amendment.

### **2.8 Submission of Bid Proposal.**

Each Bidder is responsible for ensuring that the Issuing Officer receives the Bid Proposal by the time and date specified in the Procurement Timetable at the email address provided in the RFB for the Issuing Officer. The Agency will not waive this mandatory requirement. Any Bid Proposal received after this deadline will be rejected and will not be evaluated.

Bid Proposals are to be submitted in accordance with the Bid Proposal Formatting section of this RFB. Bid Proposals may not be hand-delivered to the Issuing Officer. Rather, Bid Proposals are to be emailed.

### **2.9 Amendment to the RFB and Bid Proposal.**

Each Bidder is responsible for ensuring that the Issuing Officer receives the Bid Proposal and any permitted amendments by the established deadlines at the address provided in the RFB for the Issuing Officer. Amendments must be received utilizing the same delivery method as set forth in the RFB for the submission of the original Bid Proposal.

Bidders may amend a previously submitted Bid Proposal at any time before the bid submission date and time. Any such amendment must be in writing and signed by the Bidder. The Bidder shall provide the same number of copies of the amended Bid Proposal as is required for the original Bid Proposal, for both hardcopy and electronic copies, in accordance with the Bid Proposal Formatting Section.

The Agency reserves the right to amend or provide clarifications to the RFB at any time. RFB amendments will be posted to the State's website at <http://bidopportunities.iowa.gov/>. If an RFB amendment occurs after the closing date for receipt of Bid Proposals, the Agency may, in its sole discretion, allow Bidders to amend their Bid Proposals.

### **2.10 Withdrawal of Bid Proposal.**

The Bidder may withdraw its Bid Proposal prior to the closing date for receipt of Bid Proposals by submitting a written request to withdraw signed by the Bidder, scanned, then emailed to the Issuing Officer. The Bidder should request confirmation of receipt of the email from the Issuing Officer to ensure delivery.

### **2.11 Costs of Preparing the Bid Proposal.**

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

### **2.12 Rejection of Bid Proposals.**

The Agency reserves the right to reject any or all Bid Proposals, in whole and in part, and to cancel this RFB at any time prior to the execution of a written contract. Issuance of this RFB in no way constitutes a commitment by the Agency to award or enter into a contract.

### **2.13 Review of Bid Proposals.**

Only Bidders that meet the mandatory requirements and are not subject to disqualification will be considered for award of a contract.

#### **2.13.1 Mandatory Requirements.**

Bidders must meet these mandatory requirements or will be disqualified and not considered for award of a contract:

- The Issuing Officer must receive the Bid Proposal, and any amendments thereof, prior to or on the due date and time (See RFB Sections 2.8 and 2.9).
- The Bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funding by any federal department or agency (See RFB Additional Certifications Attachment).
- The Bidder is eligible to submit a bid in accordance with the Bidder Eligibility Requirements of this RFB (See RFB Bidder Eligibility Requirements Section).

#### **2.13.2 Reasons Proposals May be Disqualified.**

Bidders are expected to follow the specifications set forth in this RFB. However, it is not the Agency's intent to disqualify Bid Proposals that suffer from correctable flaws. At the same time, it is important to maintain fairness to all Bidders in the procurement process. Therefore, the Agency reserves the discretion to permit cure of variances, waive variances, or disqualify Bid Proposals for reasons that include, but may not be limited to, the following:

- Bidder initiates unauthorized contact regarding this RFB with employees other than the Issuing Officer (See RFB Section 2.2);
- Bidder fails to comply with the RFB's formatting specifications so that the Bid Proposal cannot be fairly compared to other bids (See RFB Section 3.1);
- Bidder fails, in the Agency's opinion, to include the content required for the RFB;
- Bidder fails to be fully responsive in the Bidder's Approach to Meeting Deliverables Section, states an element of the Scope of Work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the Scope of Work specifications (See RFB Section 3.2.3);
- Bidder's response materially changes Scope of Work specifications;
- Bidder fails to submit the RFB attachments containing all signatures (See RFB Section 3.2.6);
- Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See RFB Section 3.1);
- Bidder includes assumptions in its Bid Proposal (See RFB Section 2.7); or
- Bidder fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFB process.
- Bidder is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code §12J. This list is maintained by the Iowa Public Employees' Retirement System. The list is currently found here: <https://ipers.org/investments/restrictions>.

The determination of whether or not to disqualify a proposal and not consider it for award of a contract for any of these reasons, or to waive or permit cure of variances in Bid Proposals, is at the sole discretion of the Agency. No Bidder shall obtain any right by virtue of the Agency's election to not exercise that discretion. In the event the Agency waives or permits cure of variances, such waiver or cure will not modify the RFB specifications or excuse the Bidder from full compliance with RFB specifications or other contract requirements if the Bidder enters into a contract.

**2.14 Bid Proposal Clarification Process.**

The Agency may request clarifications from Bidders for the purpose of resolving ambiguities or questioning information presented in the Bid Proposals. Clarifications may occur throughout the Bid Proposal evaluation process. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to the Agency within the time stipulated at the occasion of the request.

**2.15 Verification of Bid Proposal Contents.**

The contents of a Bid Proposal submitted by a Bidder are subject to verification.

**2.16 Reference Checks.**

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

**2.17 Information from Other Sources.**

The Agency reserves the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder's capability and performance under other contracts, and the Bidder's authority and ability to conduct business in the State of Iowa. Such other sources may include subject matter experts.

**2.18 Criminal History and Background Investigation.**

The Agency reserves the right to conduct criminal history and other background investigations of the Bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Bidder for the performance of the resulting contract. The Agency reserves the right to conduct criminal history and other background investigations of the Bidder's staff and subcontractors providing services under the resulting contract.

**2.19 Disposition of Bid Proposals.**

Opened Bid Proposals become the property of the Agency and will not be returned to the Bidder. Upon issuance of the Notice of Intent to Award, the contents of all Bid Proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code chapter 22 or other applicable law.

**2.20 Public Records and Request for Confidential Treatment.**

Original information submitted by a Bidder may be treated as public information by the Agency following the conclusion of the selection process unless the Bidder properly requests that information be treated as confidential at the time of submitting the Bid Proposal. See the Bid Proposal Formatting Section for the proper method for making such requests. The Agency's release of information is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a Bid Proposal. The Agency will copy public records as required to comply with public records laws.

The Agency will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code chapter 22 or other applicable law by a court of competent jurisdiction. However, the Bidder shall certify by signing and returning RFB Attachment B its

understanding that any Agency references to Bid Proposal information marked confidential made during the evaluation process may become part of the public domain

In the event the Agency receives a request for information marked confidential, written notice shall be given to the Bidder seventy-two (72) hours prior to the release of the information to allow the Bidder to seek injunctive relief pursuant to Iowa Code § 22.5 or 22.8.

The Bidder's failure to request confidential treatment of material pursuant to this section and the relevant law will be deemed, by the Agency and State personnel, as a waiver of any right to confidentiality that the Bidder may have had.

**2.21 Copyrights.**

By submitting a Bid Proposal, the Bidder agrees that the Agency may copy the Bid Proposal for purposes of facilitating the evaluation of the Bid Proposal or to respond to requests for public records. By submitting a Bid Proposal, the Bidder acknowledges that additional copies may be produced and distributed, and represents and warrants that such copying does 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 the Bid Proposals.

**2.22 Release of Claims.**

By submitting a Bid Proposal, the Bidder agrees that it shall not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided herein or concerning the Agency's failure, negligent or otherwise, to provide the Bidder with pertinent information as intended by this RFB.

**2.23 Reserved. (Presentations)**

**2.24 Notice of Intent to Award.**

Notice of Intent to Award will be sent to all Bidders that submitted a Bid Proposal by the due date and time. The Notice of Intent to Award does not constitute the formation of a contract between the Agency and the apparent successful Bidder.

**2.25 Acceptance Period.**

The Agency shall make a good faith effort to negotiate and execute the contract. If the apparent successful Bidder fails to negotiate and execute a contract, the Agency may, in its sole discretion, revoke the Notice of Intent to Award and negotiate a contract with another Bidder or withdraw the RFB. The Agency further reserves the right to cancel the Notice of Intent to Award at any time prior to the execution of a written contract.

**2.26 Review of Notice of Disqualification or Notice of Intent to Award Decision.**

Bidders may request reconsideration of either a notice of disqualification or notice of intent to award decision by submitting a written request to the Agency:

Bureau Chief  
c/o Bureau of Service Contract Support  
Department of Health and Human Services  
Lucas State Office Building  
321 E 12<sup>th</sup> Street  
Des Moines, Iowa 50319-1002

email: [reconsiderationrequest@hhs.iowa.gov](mailto:reconsiderationrequest@hhs.iowa.gov)

The Agency must receive the written request for reconsideration within five calendar days of the date of either a disqualification notice or a notice of intent to award, exclusive of Saturdays, Sundays, and legal state holidays. The written request may be emailed or delivered by postal service or other shipping service. Do not deliver any requests for reconsideration to the office in person. It is the Bidder's responsibility to ensure that the request for reconsideration is received prior to the deadline. Postmarking or submission to a shipping service by the due date shall not substitute for actual receipt of a request for reconsideration by the Agency.

The request for reconsideration shall clearly and fully identify all issues being contested by reference to the page and section number of the RFB. If a Bidder submitted multiple Proposals and requests that the Agency reconsider a notice of disqualification or notice of intent to award decision for more than one Proposal, a separate written request shall be submitted for each. At the Agency's discretion, requests for reconsideration from the same Bidder may be reviewed separately or combined into one response. The Agency will expeditiously address the request for reconsideration and issue a decision. The Bidder may choose to file an appeal with the Agency within five calendar days of the date of the decision on reconsideration, exclusive of Saturdays, Sundays, and legal state holidays, and in accordance with 441 Iowa Admin. Code Ch. 7.

**2.27 Definition of Contract.**

The full execution of a written contract shall constitute the making of a contract for services and no Bidder shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the apparent successful Bidder and the Agency.

**2.28 Choice of Law and Forum.**

This RFB and the resulting contract are governed by the laws of the State of Iowa without giving effect to the conflicts of law provisions thereof. Changes in applicable laws and rules may affect the negotiation and contracting process and the resulting contract. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFB shall be brought and maintained in the appropriate Iowa forum.

**2.29 Restrictions on Gifts and Activities.**

Iowa Code chapter 68B restricts gifts that may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Bidders must determine the applicability of this Chapter to their activities and comply with the requirements. In addition, pursuant to Iowa Code § 722.1, it is a felony offense to bribe or attempt to bribe a public official.

**2.30 Exclusivity.**

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

**2.31 No Minimum Guaranteed.**

The Agency anticipates that the selected Bidder will provide services as requested by the Agency. The Agency does not guarantee that any minimum compensation will be paid to the Bidder or any minimum usage of the Bidder's services.

**2.32 Use of Subcontractors.**

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

**2.33 Bidder Continuing Disclosure Requirement.**

To the extent that Bidders are required to report incidents when responding to this RFB related to damages, penalties, disincentives, administrative or regulatory proceedings, founded child or dependent adult abuse, or felony convictions, these matters are subject to continuing disclosure to the Agency. Incidents occurring after submission of a Bid Proposal, and with respect to the successful Bidder after the execution of a contract, shall be disclosed in a timely manner in a written statement to the Agency. For purposes of this subsection, timely means within thirty (30) days from the date of conviction, regardless of appeal rights.

**Section 3 How to Submit A Bid Proposal: Format and Content Specifications**

These instructions provide the format and technical specifications of the Bid Proposal and are designed to facilitate the submission of a Bid Proposal that is easy to understand and evaluate.

**3.1 Bid Proposal Formatting.**

<b>Subject</b>	<b>Specifications</b>
<b>Paper Size</b>	Bid Proposals shall be sent in digital format via email to the Issuing Officer. Proposals should be formatted for printing on 8.5" x 11" paper (one side only.) Complex charts, graphs, and diagrams may be formatted for printing on legal-sized paper.
<b>Font</b>	Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial.
<b>Page Limit</b>	Pages included in Proposal Tab 3 and any attachments the Bidder creates in a "Tab 3 Attachments" section is limited to 10 pages. See Section 3.2 for further information about Tab 3 Attachments.
<b>Pagination</b>	All pages in Proposal Tabs 1-5 are to be sequentially numbered from beginning to end (do not number these Proposal sections independently of each other). The contents in Proposal Tab 6 may be numbered independently of other sections.
<b>Bid Proposal General Composition</b>	<ul style="list-style-type: none"> <li>• Bid Proposals shall be divided into two parts: Technical Proposal and Cost Proposal.</li> <li>• The Technical Proposal and Cost Proposal shall be labeled as such and emailed to the Issuing Officer. Both Proposals may be attached to the same email. If multiple emails are required, each email shall be numbered in the following fashion: 1 of 2, 2 of 4, etc.</li> <li>• The Technical Proposal must be saved in no more than two (2) files, preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.</li> <li>• The Issuing Officer shall provide confirmation of receipt of all parts of a proposal, upon request. The Agency shall not be responsible for failure to receive an email or for providing confirmation of receipt of an electronic submission if such confirmation is not requested.</li> </ul>
<b>Request for Confidential Treatment</b>	<p>Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:</p> <ul style="list-style-type: none"> <li>• The Bidder will complete the appropriate section of the Primary Bidder Detail Form &amp; Certification which requires the specific statutory citation supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public.</li> <li>• The Bidder shall submit one complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a "public copy" and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by</li> </ul>

Subject	Specifications
	<p>sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential.</p> <ul style="list-style-type: none"> <li>• The Cost Proposal will be part of the ultimate contract entered into with the successful Bidder. Pricing information may not be designated as confidential material. However, Cost Proposal supporting materials may be marked confidential if consistent with applicable law.</li> <li>• The transmittal letter may not be marked confidential.</li> <li>• The Bidder shall submit a USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This USB flash drive shall be clearly marked as a “public copy”.</li> <li>• The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.</li> </ul>
<p><b>Exceptions to RFB/Contract Language</b></p>	<p>If the Bidder objects to any term or condition of the RFB or attached Sample Contract, specific reference to the RFB page and section number shall be made in the Primary Bidder Detail &amp; Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFB or contract provision and cost savings to the Agency should the Agency accept the proposed language.</p> <p>The Agency reserves the right to either execute a contract without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.</p>

**3.2 Contents and Organization of Technical Proposal.**

This section describes the information that must be in the Technical Proposal. Bid Proposals should be organized into sections **in the same order provided here**. Hard copies of Bid Proposals should use tabs to separate each section. If a Bidder chooses to provide information in attachments to respond to any section below, please create a new tabbed attachment section immediately behind the applicable section. For example, to add attachments related to information asked for in Section 3.2.3 Information to Include Behind Tab 3: Bidder’s Approach to Meeting Deliverables, the Bidder would create a new tab in the Technical Proposal that is called Tab 3 Attachments and place the attachment(s) there. The Bidder would follow suit by creating new tabbed sections for attachments created to respond to any other section below in their bid proposal

**3.2.1 Information to Include Behind Tab 1: Transmittal Letter.**

The transmittal letter serves as a cover letter for the Technical Proposal. It must consist of an executive summary that briefly reviews the strengths of the Bidder and key features of its proposed approach to meet the specifications of this RFB.

**3.2.2 Information to Include Behind Tab 2: Proposal Table of Contents.**

The Bid Proposal must contain a table of contents.

**3.2.3 Information to Include Behind Tab 3: Bidder’s Approach to Meeting Deliverables.**

The Bidder shall address each Deliverable that the successful contractor will perform as listed in Section 1.3, Scope of Work, by first restating the Deliverable from the RFB and then detailing the Bidder’s planned approach to meeting each contractor Deliverable immediately after the restated text.

Bid responses should provide sufficient detail so that the Agency can understand and evaluate the Bidder's approach, and should not merely repeat the Deliverable.

Bidders are given wide latitude in the degree of detail they offer or the extent to which they reveal plans, designs, examples, processes, and procedures. Bidders do not need to address any responsibilities that are specifically designated as Agency responsibilities.

**Note:**

- Responses to Deliverables shall be in the same sequence as presented in the RFB.
- Bid Proposals shall identify any deviations from the specifications the Bidder cannot satisfy.
- Bid Proposals shall not contain promotional or display materials unless specifically required.

If a Bidder proposes more than one method of meeting the RFB requirements, each method must be drafted and submitted as separate Bid Proposals. Each will be evaluated separately.

**3.2.3.1 Information Bidders Must Submit That is Specific to This RFB.**

The bidder shall provide the following in a separate attachment to the RFB:

1. Example of summary report detailing response times and overall compliance to work as described in Deliverables or similar work sought by this RFB, with redactions applied as necessary.
2. Copies of necessary licenses, certificates and credentials of each licensed pharmacist to provide the services described.

**3.2.4 Information to Include Behind Tab 4: Bidder's Experience.**

**3.2.4.1** Level of technical experience in providing the types of services sought by the RFB.

**3.2.4.2** Description of all services similar to those sought by this RFB that the Bidder has provided to the Agency and other businesses or governmental entities within the last twenty-four (24) months.

**3.2.4.3** Letters of reference from three (3) of the Bidder's previous clients knowledgeable of the Bidder's performance in providing services similar to those sought in this RFB, including a contact person, telephone number, and email address for each reference. It is preferred that letters of reference are provided for services that were procured in a competitive environment. Form letters of reference that do not elaborate on the Bidder's performance under the specific relationships addressed in the reference letter may negatively impact the Bidder's evaluation/score. Persons who are currently employed by the Agency are not eligible to be references.

**3.2.4.4** Description of experience managing subcontractors, if the Bidder proposes to use subcontractors.

**3.2.5 Information to Include Behind Tab 5: Personnel.**

The Bidder shall provide the following information regarding personnel:

**3.2.5.1 Tables of Organization.**

Illustrate the lines of authority in two tables:

- One showing overall operations
- One showing staff who will provide services under the RFB

**3.2.5.2 Names and Credentials of Key Corporate Personnel.**

- Include the names and credentials of the owners and executives of your organization and, if applicable, their roles on this project.

- Include names of the current board of directors, or names of all partners, as applicable.
- Include resumes for all key corporate, administrative, and supervisory personnel who will be involved in providing the services sought by this RFB. The resumes should include name, education, years of experience, and employment history, particularly as it relates to the scope of services specified herein. Resumes shall not include social security numbers.

### **3.2.5.3 Information About Project Manager and Key Project Personnel.**

- Include names and credentials for the project manager and any additional key project personnel who will be involved in providing services sought by this RFB. Include resumes for these personnel. The resumes shall include: name, education, and years of experience and employment history, particularly as it relates to the scope of services specified herein. Resumes shall also include the percentage of time the person would be specifically dedicated to this project on a monthly basis, if the Bidder is selected as the successful Bidder. Resumes should not include social security numbers.
- Include the project manager's experience managing subcontractor staff if the Bidder proposes to use subcontractors.

### **3.2.5.4 Disclosures.**

List any details of whether the Bidder or any owners, officers, primary partners, staff providing services or any owners, officers, primary partners, or staff providing services of any subcontractor who may be involved with providing the services sought in this RFB, have ever had a founded child or dependent adult abuse report, or been convicted of a felony.

### **3.2.6 Information to Include Behind Tab 6: RFB Forms.**

The forms listed below are attachments to this RFB. Fully complete and return these forms behind Tab 6:

- Release of Information Form
- Primary Bidder Detail & Certification Form
- Subcontractor Disclosure Form (one for each proposed subcontractor)

### **3.2.7 Reserved. (Financial Statements)**

## **3.3 Cost Proposal.**

### **Content and Format.**

The Bidder shall provide the following information in the Cost Proposal:

The bidder's Cost Proposal shall be submitted using the price worksheet set forth in Attachment E: Cost Proposal Worksheet of this RFB.

## **Section 4 Evaluation Of Bid Proposals**

### **4.1 Introduction.**

This section describes the evaluation process that will be used to determine which Bid Proposal provides the greatest benefit to the Agency.

### **4.2 Determination of Responsible Bidder & Responsive Bid.**

All Bids will be first evaluated to determine if the Bidder is a Responsible Bidder submitting a Responsive Bid. To be deemed a Responsible Bidder and a Responsive Bid, the Bid must meet the

Mandatory Requirements of this RFB and not be subject to disqualification as set forth in the disqualification provisions of this RFB and answer "Yes" to 1.1 on the Primary Bidder Certifications attachment.

**4.3 Lowest Responsible Bidder.**

The Agency will evaluate the Responsive Bids submitted by Responsible Bidders to determine the lowest Responsible Bid based on price.

**4.4 Preference.**

If there is a tied cost, the award will be determined by a drawing. Whenever it is practical to do so, the drawing will be held in the presence of the Bidders with the tied bids. Otherwise, the drawing will be held in front of at least three non-interested parties. All drawings will be documented.

Notwithstanding the foregoing, whenever a tie involves an Iowa Bidder and a Bidder outside the state of Iowa, first preference will be given to the Iowa Bidder. Whenever a tie involves one or more Iowa Bidders and one or more vendors outside of the state of Iowa, a drawing will be held among the Iowa Bidders only. In the event of a tie between Iowa vendors, the Agency will contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Bidders have complied with ESGR standards. Preferences, in the case of a tied bid, shall be given to Iowa vendors complying with ESGR standards. If a tied bid does not include an Iowa Bidder, preference will be given to a Bidder based in the United States over a vendor based outside of the United States

**4.5 Recommendation of the Evaluation Committee.**

A recommendation will be made to the Contract Owner (Superintendent) to award the contract based on the evaluation, following Section 4.4 if there is a tie. The Contract Owner may either award the contract to the recommended Bidder or cancel the procurement.

**Attachment A: Release of Information**  
*(Return this completed form behind Tab 6 of the Bid Proposal.)*

\_\_\_\_\_ (name of Bidder) hereby authorizes any person or entity, public or private, having any information concerning the Bidder's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in this RFB, to release such information to the Agency.

The Bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Bidder acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Agency or may otherwise hurt its reputation or operations. The Bidder is willing to take that risk. The Bidder agrees to release all persons, entities, the Agency, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

\_\_\_\_\_  
Printed Name of Bidder Organization

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Attachment B: Primary Bidder Detail & Certification Form**

*(Return this completed form behind Tab 6 of the Proposal. If a section does not apply, label it “not applicable”.)*

<b>Primary Contact Information (individual who can address issues re: this Bid Proposal)</b>	
<b>Name:</b>	
<b>Address:</b>	
<b>Tel:</b>	
<b>Fax:</b>	
<b>E-mail:</b>	
<b>Primary Bidder Detail</b>	
<b>Business Legal Name (“Bidder”):</b>	
<b>“Doing Business As” names, assumed names, or other operating names:</b>	
<b>Parent Corporation Name and Address of Headquarters, if any:</b>	
<b>Form of Business Entity (i.e., corp., partnership, LLC, etc.):</b>	
<b>State of Incorporation/organization:</b>	
<b>Primary Address:</b>	
<b>Tel:</b>	
<b>Local Address (if any):</b>	
<b>Addresses of Major Offices and other facilities that may contribute to performance under this RFB/Contract:</b>	
<b>Number of Employees:</b>	
<b>Number of Years in Business:</b>	
<b>Primary Focus of Business:</b>	
<b>Federal Tax ID:</b>	
<b>Bidder’s Accounting Firm:</b>	
<b>If Bidder is currently registered to do business in Iowa, provide the Date of Registration:</b>	
<b>Do you plan on using subcontractors if awarded this Contract? {If “YES,” submit a Subcontractor Disclosure Form for each proposed subcontractor.}</b>	
	(YES/NO)

Request for Confidential Treatment (See Section 3.1)		
Check Appropriate Box: <input type="checkbox"/> Bidder Does Not Request Confidential Treatment of Bid Proposal <input type="checkbox"/> Bidder Requests Confidential Treatment of Bid Proposal		
Location in Bid Proposal (Tab/Page)	Specific Grounds in Iowa Code Chapter 22 or Other Applicable Law Which Supports Treatment of the Information as Confidential	Justification of Why Information Should Be Kept in Confidence and Explanation of Why Disclosure Would Not Be in The Best Interest of the Public

Exceptions to RFB/Contract Language (See Section 3.1)			
RFB Section and Page	Language to Which Bidder Takes Exception	Explanation and Proposed Replacement Language:	Cost Savings to the Agency if the Proposed Replacement Language is Accepted

**PRIMARY BIDDER CERTIFICATIONS**

1. **BID PROPOSAL CERTIFICATIONS.** By signing below, Bidder certifies that:
  - 1.1 Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFB and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail & Certification Form. Objections or responses shall not materially alter the RFB. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal. The Bidder accepts and shall comply with all Contract Terms and Conditions contained in the Sample Contract without change except as set forth in the Contract;
  - 1.2 Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein;
  - 1.3 Bidder has received any amendments to this RFB issued by the Agency;
  - 1.4 No cost or pricing information has been included in the Bidder’s Technical Proposal;
  - 1.5 If Bidder requests confidential treatment of any information submitted in its Proposal, the Bidder expressly acknowledges and agrees that the Agency’s evaluation document(s) may reference information of which the Bidder requested confidential treatment in the Bid Proposal. These Agency evaluation documents may then be in the public domain and be open to inspection by interested parties upon the Agency’s issuance of a Notice of Intent to Award. The Agency will not redact information or references to information in evaluation documents even in instances which a Bidder requested confidential treatment in the Bid Proposal; and,
  - 1.6 The person signing this Bid Proposal certifies that he/she is the person in the Bidder’s organization responsible for, or authorized to make decisions regarding the prices quoted and, Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a contract has been executed for the services contemplated by this RFB or one year from the issuance of this RFB, whichever is earlier.

**2. SERVICE AND REGISTRATION CERTIFICATIONS. By signing below, Bidder certifies that:**

- 2.1 Bidder certifies that the Bidder’s organization has sufficient personnel and resources available to provide all services proposed by the Bid Proposal, and such resources will be available on the date the RFB states services are to begin. Bidder guarantees personnel proposed to provide services will be the personnel providing the services unless prior approval is received from the Agency to substitute staff;
- 2.2 Bidder certifies that if the Bidder is awarded the contract and plans to utilize subcontractors at any point to perform any obligations under the contract, the Bidder will (1) notify the Agency in writing prior to use of the subcontractor, and (2) apply all restrictions, obligations, and responsibilities of the resulting contract between the Agency and contractor to the subcontractors through a subcontract. The contractor will remain responsible for all Deliverables provided under this contract;
- 2.3 Bidder either is currently registered to do business in Iowa or agrees to register if Bidder is awarded a Contract pursuant to this RFB;
- 2.4 Bidder certifies it is either: 1) registered or will become registered with the Iowa Department of Revenue to collect and remit Iowa sales and use taxes as required by Iowa Code chapter 423; or 2) not a “retailer” of a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(47) & (48). The Bidder also acknowledges that the Agency may declare the Bid Proposal void if the above certification is false. Bidders may register with the Department of Revenue online at: <https://revenue.iowa.gov/permits-licensing/business-permit-registration>; and,
- 2.5 Bidder certifies it will comply with Davis-Bacon requirements if applicable to the resulting contract.

**3. EXECUTION.**

By signing below, I certify that I have the authority to bind the Bidder to the specific terms, conditions and technical specifications required in the Agency’s Request for Proposals (RFB) and offered in the Bidder’s Proposal. I understand that by submitting this Bid Proposal, the Bidder agrees to provide services described herein which meet or exceed the specifications of the Agency’s RFB unless noted in the Bid Proposal and at the prices quoted by the Bidder. The Bidder has not participated, and will not participate, in any action contrary to the anti-competitive obligations outlined in the Additional Certifications. I certify that the contents of the Bid Proposal are true and accurate and that the Bidder has not made any knowingly false statements in the Bid Proposal.

<b>Signature:</b>	
<b>Printed Name/Title:</b>	
<b>Date:</b>	

**Attachment C: Subcontractor Disclosure Form**

*(Return this completed form behind Tab 6 of the Bid Proposal. Fully complete a form for **each** proposed subcontractor. If a section does not apply, label it “not applicable.” If the Bidder does not intend to use subcontractor(s), this form does not need to be returned.)*

<b>Primary Bidder (“Primary Bidder”):</b>	
<b>Subcontractor Contact Information (individual who can address issues re: this RFB)</b>	
<b>Name:</b>	
<b>Address:</b>	
<b>Tel:</b>	
<b>Fax:</b>	
<b>E-mail:</b>	

<b>Subcontractor Detail</b>	
<b>Subcontractor Legal Name (“Subcontractor”):</b>	
<b>“Doing Business As” names, assumed names, or other operating names:</b>	
<b>Form of Business Entity (i.e., corp., partnership, LLC, etc.)</b>	
<b>State of Incorporation/organization:</b>	
<b>Primary Address:</b>	
<b>Tel:</b>	
<b>Fax:</b>	
<b>Local Address (if any):</b>	
<b>Addresses of Major Offices and other facilities that may contribute to performance under this RFB/Contract:</b>	
<b>Number of Employees:</b>	
<b>Number of Years in Business:</b>	
<b>Primary Focus of Business:</b>	
<b>Federal Tax ID:</b>	
<b>Subcontractor’s Accounting Firm:</b>	
<b>If Subcontractor is currently registered to do business in Iowa, provide the Date of Registration:</b>	
<b>Percentage of Total Work to be performed by this Subcontractor pursuant to this RFB/Contract.</b>	
<b>General Scope of Work to be performed by this Subcontractor</b>	
<b>Detail the Subcontractor’s qualifications for performing this scope of work</b>	

By signing below, Subcontractor agrees to the following:

1. Subcontractor has reviewed the RFB, and Subcontractor agrees to perform the work indicated in this Bid Proposal if the Primary Bidder is selected as the winning Bidder in this procurement;
2. Subcontractor has reviewed the Additional Certifications and by signing below confirms that the Certifications are true and accurate and Subcontractor will comply with all such Certifications;
3. Subcontractor recognizes and agrees that if the Primary Bidder enters into a contract with the Agency as a result of this RFB, all restrictions, obligations, and responsibilities of the contractor under the contract shall also apply to the subcontractor;
4. Subcontractor agrees that it will register to do business in Iowa before performing any services pursuant to this contract, if required to do so by Iowa law; and,
5. Subcontractor certifies that it will comply with Davis-Bacon requirements if applicable to the resulting contract.

The person signing this Subcontractor Disclosure Form certifies that he/she is the person in the Subcontractor's organization responsible for or authorized to make decisions regarding the prices quoted and the Subcontractor has not participated, and will not participate, in any action contrary to the anti-competitive obligations outlined in the Additional Certifications.

I hereby certify that the contents of the Subcontractor Disclosure Form are true and accurate and that the Subcontractor has not made any knowingly false statements in the Form.

<b>Signature for Subcontractor:</b>	
<b>Printed Name/Title:</b>	
<b>Date:</b>	

**Attachment D: Additional Certifications**  
*(Do not return this page with the Bid Proposal.)*

**1. CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST**

By submission of a Bid Proposal, the Bidder certifies (and in the case of a joint proposal, each party thereto certifies) that:

1. The Bid Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant of the Agency who has worked on the development of this RFB, or with any person serving as a member of the evaluation committee;
2. The Bid Proposal has been developed independently, without consultation, communication or agreement with any other Bidder or parties for the purpose of restricting competition;
3. Unless otherwise required by law, the information in the Bid Proposal has not been knowingly disclosed by the Bidder and will not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other Bidder;
4. No attempt has been made or will be made by the Bidder to induce any other Bidder to submit or not to submit a Bid Proposal for the purpose of restricting competition;
5. No relationship exists or will exist during the contract period between the Bidder and the Agency that interferes with fair competition or is a conflict of interest.
6. The Bidder and any of the Bidder's proposed subcontractors have no other contractual relationships which would create an actual or perceived conflict of interest.

**2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this Bid Proposal, the Bidder is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Bidder shall provide immediate written notice to the person to whom this Bid Proposal is submitted if at any time the Bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The Bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.
5. The Bidder further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### **3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND/OR VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

1. The Bidder certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the Bidder is unable to certify to any of the statements in this certification, such Bidder shall attach an explanation to this Proposal.

### **4. CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994**

By signing and submitting this Bid Proposal, the Bidder is providing the certification set out below:

The Bidder must comply with Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed.

The Bidder further agrees that the above language will be included in any subawards that contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

### **5. CERTIFICATION REGARDING DRUG FREE WORKPLACE**

1. **Requirements for Contractors Who are Not Individuals.** If the Bidder is not an individual, by signing and submitting this Bid Proposal the Bidder agrees to provide a drug-free workplace by:

- a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - b. establishing a drug-free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the workplace;
    - (2) the person's policy of maintaining a drug-free workplace;
    - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) the penalties that may be imposed upon employees for drug abuse violations;
  - c. making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (a);
  - d. notifying the employee in the statement required by subparagraph (a), that as a condition of employment on such contract, the employee will:
    - (1) abide by the terms of the statement; and
    - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
  - e. notifying the contracting agency within 10 days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
  - f. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and
  - g. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f).
2. **Requirement for Individuals.** If the Bidder is an individual, by signing and submitting this Bid Proposal the Bidder agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.
  3. **Notification Requirement.** The Bidder shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):
    - a. take appropriate personnel action against such employee up to and including termination; or
    - b. require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

## 6. NON-DISCRIMINATION

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

**Attachments Specific To This RFB**

**Attachment E: Cost Proposal Worksheet**

This form must be completed and returned with the Cost Proposal. This form may not be marked confidential in part or in whole.

Any implementation costs must be included in the Base Contract Year or in an Extension year(s).

Enter a firm fixed hourly rate in the Base Contract Year row through the Extension 5 row.

Sum the six (6) rows and enter the total in the Grand Total line. The Grand Total will be used to score the Bidders Cost Proposal.

	Order Verification Rate
Base Term Year 1 7/1/2026 – 6/30/2027	
Extension 1 7/1/2027 – 6/30/2028	
Extension 2 7/1/2028 – 6/30/2029	
Extension 3 7/1/2029 – 6/30/2030	
Extension 4 7/1/2030 – 6/30/2031	
Extension 5 7/1/2031 – 6/30/2032	
<b>Grand Total</b>	

<b>Business Legal Name (“Bidder”):</b>	
<b>Signature:</b>	
<b>Printed Name/Title:</b>	
<b>Date:</b>	

**Attachment: Sample Contract**

*(These contract terms contained in the Special Terms, General Terms, and Contingent Terms for Services Contracts are not intended to be a complete listing of all contract terms but are provided only to enable Bidders to better evaluate the costs associated with the RFB and the potential resulting contract. Bidders should plan on such terms being included in any contract entered into as a result of this RFB. All costs associated with complying with these terms should be included in the Cost Proposal or any pricing quoted by the Bidder. See RFB Section 3.1 regarding Bidder exceptions to contract language.)*

**This is a sample form. DO NOT complete and return this attachment.**

**CONTRACT DECLARATIONS AND EXECUTION**

<b>RFB #</b>	<b>Contract #</b>
SOPSCHK27004	<i>{To be completed when contract is drafted.}</i>

<b>Title of Contract</b>
<i>{To be completed when contract is drafted.}</i>

This Contract must be signed by all parties before the Contractor provides any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. This Contract is entered into by the following parties:

<b>Agency of the State (hereafter "Agency")</b>	
<b>Name/Principal Address of Agency:</b> Iowa Department of Health and Human Services 1305 E. Walnut Des Moines, IA 50319-0114	<b>Agency Billing Contact Name / Address:</b> Katelyn Meyers 1251 W Cedar Loop Cherokee, IA 51012 Phone: (712) 225-6950
<b>Agency Contract Manager (hereafter "Contract Manager" ) /Address ("Notice Address"):</b> <i>{To be completed when contract is drafted.}</i>	<b>Agency Contract Owner (hereafter "Contract Owner") / Address:</b> <i>{To be completed when contract is drafted.}</i>

<b>Contractor: (hereafter "Contractor")</b>	
<b>Legal Name:</b> <i>{To be completed when contract is drafted.}</i>	<b>Contractor's Principal Address:</b> <i>{To be completed when contract is drafted.}</i>
<b>Tax ID #:</b> <i>{To be completed when contract is drafted.}</i>	<b>Organized under the laws of:</b> <i>{To be completed when contract is drafted.}</i>
<b>Contractor's Contract Manager Name/Address ("Notice Address"):</b> <i>{To be completed when contract is drafted.}</i>	<b>Contractor's Billing Contact Name/Address:</b> <i>{To be completed when contract is drafted.}</i>

<b>Contract Information</b>	
<b>Start Date:</b> <i>{To be completed when contract is drafted.}</i>	<b>End Date of Base Term of Contract:</b> <b>End Date of Contract:</b> <i>{To be completed when contract is drafted.}</i>
<b>Possible Extension(s):</b> <i>{To be completed when contract is drafted.}</i>	
<b>Contract Contingent on Approval of Another Agency:</b> No	<b>ISPO Number:</b> N/A
<b>Contract Include Sharing SSA Data?</b> No	<b>DoIT Number:</b> N/A

**Contract Execution**

This Contract consists of this Contract Declarations and Execution Section, the Special Terms, any Special Contract Attachments, the General Terms for Services Contracts, and the Contingent Terms for Service Contracts.

In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.

## SECTION 1: SPECIAL TERMS

### **1.1 Special Terms Definitions.**

**“After Hours”** means coverage from 4:30 p.m. to 8:00 a.m. on the following day, Monday through Friday.

**“Normal Business Hours”** means 8:00 a.m. to 4:30 p.m. Monday through Friday, excluding State-Paid Holidays.

**“State-Paid Holiday”** means coverage from 4:30 p.m. on the day preceding the holiday through 8:00 a.m. on the day following the holiday on specified State Holidays as listed at <https://das.iowa.gov/state-employees/state-accounting/centralized-payroll/state-holidays>.

**“Weekend”** means coverage from 4:30 p.m. Friday through 8:00 a.m. on the following Monday.

### **1.2 Contract Purpose.**

*{To be completed when contract is drafted.}*

### **1.3 Scope of Work.**

#### **1.3.1 Deliverables.**

The Contractor shall provide the following:

1. The Contractor shall provide order verification coverage After Hours, Weekends, and on State-Paid Holidays year-round unless otherwise directed by the Agency with notice of at least one (1) week.
2. Coverage of Normal Business Hours may be requested by the Agency.
3. Any pharmacist performing services as part of this agreement must be licensed in the State of Iowa.

The Contractor shall, during periods of coverage, have a licensed pharmacist available to provide consultation to CMHI and CCUSO employees, answering questions and making recommendations as needed.

#### **1.3.2 Performance Measures.**

1. The Contractor shall maintain an average turnaround verification time of sixty (60) minutes or less for 90% of orders.
2. The Contractor shall maintain an accuracy rate of 98% or higher.
3. The Contractor shall be responsive to consultation within sixty (60) minutes for at least 90% of requests.
4. The Contractor shall maintain licensure with the Board of Pharmacy for 100% of contract period.

#### **1.3.3 Agency Responsibilities.**

The Agency shall provide the Contractor with a maximum of two (2) secured laptop computers, login credentials, and access to all applications necessary to perform the services outlined in this RFB. The Contractor shall use the provided equipment solely for the purpose of fulfilling contractual obligations. Upon conclusion of services, the Contractor shall return the laptop computer and any other Agency-issued equipment in good working condition.

#### **1.3.4 Monitoring, Review, and Problem Reporting.**

**1.3.4.1 Agency Monitoring Clause.** The Contract Manager or designee will:

- Verify Invoices and supporting documentation itemizing work performed prior to payment;
- Determine compliance with general contract terms, conditions, and requirements; and
- Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:

The Contract Manager or designee will review Pharmacy reports detailing response time as well as perform routine check-in with clinical and pharmaceutical staff to insure compliance with response times.

**1.3.4.2 Agency Review Clause.** The Contract Manager or designee will use the results of monitoring activities and other relevant data to assess the Contractor's overall performance and compliance with the Contract. At a minimum, the Agency will conduct a review annually; however, reviews may occur more frequently at the Agency's discretion. As part of the review(s), the Agency may require the Contractor to provide additional data, may perform on-site reviews, and may consider information from other sources.

The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person. During the review meetings, the parties will discuss the Deliverables that have been provided or are in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency's contract monitoring activities.

**1.3.4.3 Problem Reporting.** As stipulated by the Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of Contract performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities.

The Agency's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The Agency's inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

**1.3.4.4 Addressing Deficiencies.** To the extent that Deficiencies are identified in the Contractor's performance and notwithstanding other remedies available under this Contract, the Agency may require the Contractor to develop and comply with a plan acceptable to the Agency to resolve the Deficiencies.

**1.3.5 Contract Payment Clause.**

**1.3.5.1 Pricing.** In accordance with the payment terms outlined in this section and the Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated as follows:

*{To be completed when contract is drafted.}*

**1.3.5.2 Payment Methodology.**

*{To be completed when contract is drafted.}*

**1.3.5.3 Timeframes for Regular Submission of Initial and Adjusted Invoices.** The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Invoice(s) shall be

submitted monthly. Unless a longer timeframe is provided by federal law, and in the absence of the express written consent of the Agency, all Invoices shall be submitted within six months from the last day of the month in which the services were rendered. All adjustments made to Invoices shall be submitted to the Agency within ninety (90) days from the date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.

**1.3.5.4 Submission of Invoices at the End of State Fiscal Year.** Notwithstanding the timeframes above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Invoices to the Agency for payment by August 1<sup>st</sup> for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

**1.3.5.5 Payment of Invoices.** The Agency shall verify the Contractor’s performance of the Deliverables before making payment. The Agency will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for end of state fiscal year claim(s) submitted after August 1st, the Contractor may submit the late claim(s). The Agency may require a justification from the Contractor for the untimely submission. The Agency may reimburse the claim if funding is available after the end of the state fiscal year. If funding is not available after the end of the state fiscal year, the Agency may submit the claim to the Iowa State Appeal Board for a final decision regarding reimbursement of the claim.

The Agency shall pay all approved Invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

**1.3.5.6 Reimbursable Expenses.** Unless otherwise agreed to by the parties in an amendment to the Contract that is executed by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract.

**1.4 Insurance Coverage.**

The Contractor and any subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

<b>Type of Insurance</b>	<b>Limit</b>	<b>Amount</b>
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million

Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million

**1.5 Data and Security.** If this Contract involves Confidential Information, the following terms shall apply:

**1.5.1 Data and Security System Framework.** The Contractor shall comply with at least one of the following and provide evidence of such compliance to Agency upon request:

- Certification with one or more of the following security frameworks: NIST SP 800-53, NIST Cybersecurity Framework, HITRUST, COBIT, CSA STAR, ISO 27001, SOC 2 Type II, CIS Controls or PCI-DSS prior to implementation of the system and when the certification(s) expire, or
- Compliant with HIPAA Security Rule 45 CFR Part 160 and Subparts A and C of Part 164.

**1.5.2 Vendor Security Questionnaire.** The Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ) upon Agency request.

**1.5.3 Cloud Services.** The Contractor shall be compliant with at least one of the following and provide evidence of such compliance to Agency upon request:

- FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Certification with one or more of the following security frameworks: NIST SP 800-53, NIST Cybersecurity Framework, HITRUST, COBIT, CSA STAR, ISO 27001, SOC 2 Type II, CIS Controls or PCI-DSS prior to implementation of the system and when the certification(s) expire.

**1.5.4 Addressing Concerns.** The Contractor shall timely resolve any outstanding concerns identified by the Agency regarding the Contractor's submissions required in this section.

**1.5.5 Business Associate.** If the Contractor is designated as a Business Associate through this Contract, the Contractor agrees to follow Section 3.2 of the Contingent Terms for Service Contracts. By signing this Contract, the Business Associate certifies it will comply with the Business Associate Agreement Addendum ("BAA"), and any amendments thereof, as posted to the Agency's website: <https://hhs.iowa.gov/media/2904/download?inline>.

**1.6 Reserved. (Labor Standards Provisions.)**

**1.8 Incorporation of General and Contingent Terms.**

**1.8.1 General Terms for Service Contracts ("Section 2").** The version of the General Terms for Services Contracts Section posted to the Agency's website at <https://hhs.iowa.gov/initiatives/contract-terms> <https://dhs.iowa.gov/contract-terms> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The General Terms for Service Contracts may be referred to as Section 2.

The contract warranty period (hereafter "Warranty Period") referenced within the General Terms for Services Contracts is as follows: The term of this Contract, including any extensions.

**1.8.2 Contingent Terms for Service Contracts ("Section 3")**. The version of the Contingent Terms for Services Contracts posted to the Agency's website at <https://hhs.iowa.gov/initiatives/contract-terms> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The Contingent Terms for Service Contracts may be referred to as Section 3.

All of the terms set forth in the Contingent Terms for Service Contracts apply to this Contract unless indicated otherwise in the table below:

<b>Contract Payments include Federal Funds?</b> No <i>{The items below will be completed if the Contract includes Federal Funds}</i> <b>The Contractor for federal reporting purposes under this Contract is a:</b> <i>{To be completed when contract is drafted.}</i> <b>Office of Child Support Enforcement ("OCSE") Funded Percentage:</b> <i>{To be completed when contract is drafted.}</i> <b>Federal Funds Include Food and Nutrition Service (FNS) funds?</b> <i>{To be completed when contract is drafted.}</i> <b>DUNS #:</b> <i>{To be completed when contract is drafted.}</i> <b>The Name of the Pass-Through Entity:</b> <i>{To be completed when contract is drafted.}</i> <b>CFDA #:</b> <i>{To be completed when contract is drafted.}</i> <b>Grant Name:</b> <i>{To be completed when contract is drafted.}</i> <b>Federal Awarding Agency Name:</b> <i>{To be completed when contract is drafted.}</i>	
<b>Contractor a Business Associate?</b> Yes	<b>Contractor a Qualified Service Organization?</b> No
<b>Contractor subject to Iowa Code Chapter 8F?</b> Unknown	<b>Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)?</b> No