

Iowa Department of Human Services

REQUEST FOR BID (RFB)

Iowa Juvenile Home Lawn Care

MHDS 21-011

Eric DeTemmerman, MHA

Hoover State Office Building 5th Floor

Department of Human Services/MHDS

1305 E Walnut

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(515) 725-2237

# *RFB Purpose.*

The Department of Human Services (“Agency”) is issuing this Request for Bid (RFB) for a Contractor to provide lawn care services at the former Iowa Juvenile Home facility at 701 S Church Street, Toledo, IA 52342-2200. These services will include mowing and trimming and chemical treatment of weeds and clean-up of grounds as needed and determined by the Agency.

**In order to be considered for a contract award, interested Bidders must attend a mandatory tour of the grounds scheduled at the Toledo, Iowa facility on Monday, March 1, 2021 at 11:00 a.m. (Central Time Zone).** All potential Bidders shall meet with the Agency Contract Manager at 701 S Church Street, Toledo, Administrative Office promptly on the date and time provided above.

A general map of the Toledo facility is included.

# *Duration of Contract.*

The Agency anticipates issuing a contract effective April 14, 2021 ending June 30, 2022 with five possible one-year extensions. The Agency will have the sole discretion to extend the contract.

Procurement Timetable

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.

|  |  |
| --- | --- |
| **Event** | **Date** |
| Agency Issues RFB Notice to Targeted Small Business Website (48 hours): | February 15, 2021 |
| Agency Issues RFB to Bid Opportunities Website | February 17, 2021 |
| **Mandatory Property Walk-Through** | **March 1, 2021, 11:00 AM** |
| **Bidder Proposals Due By** | **March 12, 2021, 4:30 PM** |
|  Agency Announces Apparent Successful Bidder/Notice of Intent to Award  | **March 17, 2021** |
| Contract Negotiations and Execution of the Contract Completed  | **April 14, 2021** |
| Anticipated Start Date for the Provision of Services |

Section 1 Background and Scope of Work

1.1 Background.

The Iowa Juvenile Home, in Toledo, had been in operation from 1920 until closing in 2014. When in operation, the facility provided care, custody, and education of delinquent and Child in Need of Assistance (CINA) youth from ages 12 to 18. The now vacant campus consists of 16 buildings and approximately 138,000 square feet on 27 acres of land. Since closing, the Agency has contracted for a variety of facility maintenance services at the location including lawn care. The current lawn care contract will expire March 31, 2021 and as a result a new contract will be required to continue lawn care services at the facility.

1.2 RFB General Definitions.

Definitions in this section correspond with capitalized terms in the RFB.

***“Agency”*** means the Iowa Department of Human Services.

***“Bid”*** means the Bidder’s bid submitted in response to the RFB.

***“Bidder”* or *“Contractor”*** means (as the context requires) either vendors submitting Bids in response to this RFB or the provider of the goods and services under the Resulting Contract.

***“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.

“***Responsible Bidder***” means a Bidder that has the capability in all respects to perform the requirements of the Resulting Contract. In determining whether a Bidder is a Responsible Bidder, the Agency may consider various factors including, but not limited to, the Bidder’s competence and qualifications to provide the goods or services requested, the Bidder’s integrity and reliability, the past performance of the Bidder relative to the quality of the goods or services offered by the Bidder, the proposed terms of delivery, and the best interest of the Agency.

**“*Responsive Bid*”** means a Bid that complies with the provisions of this RFB.

***1.3 Scope of Work.***

**1.3.1 Deliverables.**

A. **Services provided** will include, but may not be limited to, the following:

1. **Mowing and trimming-** Mowing and trimming campus grounds, around buildings, walk-ways, and other structures as needed including debris removal as needed prior to and following mowing.
2. **Chemical Treatment-** Chemical treatment of weeds as needed and authorized by the Agency.
3. **Clean-Up-** General clean-up of the grounds may be required from time-to-time at the facility in order to maintain an appropriate appearance. This work may involve picking up branches, sticks, or other debris. This may be required to begin the year prior to mowing or at other times to be determined at the discretion of the Agency.

**B. Area Served-** The Contractor shall maintain all campus lawn care areas including the following:

1. **Inner Campus** (horse-shoe)
2. **Building Grounds**- Mowing and trimming around all buildings including Administration, School, Support and Medical Unit, Dietary and Recreation, and Cottages (7).
3. **Outer perimeter-** Mowing and trimming the outer campus perimeter including the pump house, garage, fuel- storage, running track, maintenance building, and Superintendent (white) house.
4. **West of S. Church Street**- Mowing and trimming around the receiving/warehouse building, generator, and diesel fuel storage.
5. **Sidewalks**- Mowing and trimming all city sidewalk property as required.

**C. Frequency**

1. Annual mowing will begin after inspection of the facility grounds and recommendation of the Contractor followed by authorization of the Agency Contract Manager.
2. Mowing will typically occur twice per month during the contract period unless the Contractor recommends, and the Agency authorizes, more frequent mowing or the Agency requests the Contractor perform mowing on a more frequent basis. It is the responsibility of the Contractor to recommend to the Agency more frequent mowing when needed to maintain the grounds adequately.
3. Contractor will reasonably schedule mowing visits to keep growth to an appropriate length.
4. Trimming will be required with each mowing visit unless it is not needed, as recommended by the Contractor and authorized by the Agency Contract Manger. The Contractor shall remove trimmings after weed-eating.
5. Contractor shall provide chemical weed treatment as recommended by the Contractor and authorized by the Agency Contract Manager. Contractor shall chemically treat weeds on the sidewalks, in the flower beds (leaving flowers untreated and untouched), on paved parking lots, the running track, etc. It is the responsibility of the Contractor to recommend to the Agency when chemical weed treatment services are needed.
6. Clean-up of the grounds may occur as recommended by the Contractor or the Agency on a case-by-case basis and shall be authorized by the Contract Manager.
7. Annual mowing will end upon recommendation of the Contractor and authorization of the Agency Contract Manager.

**D. Additional Requirements**

1. The Contractor shall notify the Agency Contract Manager via phone or email before each mowing and inform the Agency Contract Manager after mowing of any issues discovered while mowing.
2. At the beginning of each mowing season, the Contractor shall provide marking stakes on areas that may be prone to damage during mowing, such as manhole covers, storm drains, curb cuts and driveways prior to the first mowing.
3. The Agency may, at times, require the Contractor to perform targeted work between mowing events.
4. Damage caused to Agency buildings, posts, fences, automobiles or any other such readily visible objects will be repaired as soon as practical at the Contractors expense. In the event repairs are not made in a timely manner, and after seven (7) days written notice, the Agency will have the right to have repairs made or to make repairs with the full cost reimbursed by the Contractor.

**Agency Responsibilities.**

The Agency will:

1. Authorize the beginning and ending of mowing each year following inspection of the grounds and recommendations made by the Contractor.
2. Authorize mowing more than twice per month when needed as recommended by the Contractor.
3. Authorize chemical treatment of weeds and clean-up of grounds when needed as recommended by the Contractor.

1.3.2 Performance Measures.

1. After each mowing, the facility grounds will be viewed for completeness by contracted on-site infrastructure monitoring personnel and/or Agency Contract Manager.
2. All designated areas must be mowed and trimmed and all trimmings will be cleared in order for Contractor to meet performance in accordance with the Contract.
3. Recommendations by the Contractor to begin and end mowing for the year, or increase the frequency or timing of mowing monthly must be made timely and appropriately to maintain the grounds adequately. Chemical treating of weeds and clean-up of grounds must be recommended and completed as authorized by the Agency so that the grounds are appropriately maintained.

**1.3.3Contract Payment Methodology.**

The Contractor shall submit monthly Invoices for services rendered in accordance with the Contract rates. 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 (90) days from the date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.

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:

**Eric DeTemmerman, MHA**

Hoover State Office Building 5th Floor

Department of Human Services/MHDS

1305 E Walnut St

Des Moines, Iowa 50309-1833

edetemm@dhs.state.ia.us

(515) 725-2237

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. The Issuing Officer will respond only to questions regarding the procurement process.

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 Reserved. (Intent to Bid)***

***2.6* Reserved.**

2.7 Reserved. (Questions, Requests for Clarification, and Suggested Changes)

2.8 Submission of Bid.

The Bid shall be received by the Issuing Officer by the time and date specified in the Procurement Timetable. The Agency will not waive this mandatory requirement. Any Bid received after this deadline will be rejected and will not be evaluated.

Bids are to be submitted in accordance with the Bid Formatting section of this RFB. Bidders mailing Bids shall allow ample mail delivery time to ensure timely receipt of their Bids. It is the Bidder’s responsibility to ensure that the Bid is received prior to the deadline. Postmarking or submission to a courier by the due date shall not substitute for actual receipt of the Bid by the Agency.

2.9 Amendment to the RFB and Bid.

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

If the Bidder amends their Bid, the amendment shall be in writing and signed by the Bidder. The Bidder shall provide the same number of copies of the amendment as is required for the original Bid, for both hardcopy and CD-ROM(s) or USB flash drives, in accordance with the Bid Formatting Section. The amendment must be also be submitted on a CD-ROM or USB flash drives. It is a mandatory requirement that the Issuing Officer shall receive any amendments by the deadline for submitting Bids. However, if the RFB is amended after receipt of bids, any bid amendment must be received by the deadline set by the Agency.

2.10 Withdrawal of Bid.

The Bidder may withdraw its Bid prior to the closing date for receipt of Bids by submitting a written request to withdraw to the Issuing Officer. Electronic mail and faxed requests to withdraw will not be accepted.

2.11 Costs of Preparing the Bid.

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

2.12 Rejection of Bids.

The Agency reserves the right to reject any or all Bids, 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 enter into a contract.

2.13 Review of Bids.

Only Bidders that have met 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, 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).

2.13.2 Reasons Bids 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 Bids that suffer from correctible 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 Bids 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 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;
* Bidder’s response materially changes Scope of Work specifications;
* Bidder fails to submit the RFB attachments containing all signatures (See RFB Section 3.2.3);
* Bidder marks entire Bid 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 (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.

The determination of whether or not to disqualify a bid and not consider it for award of a contract for any of these reasons, or to waive or permit cure of variances in Bids, 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 Clarification Process.

The Agency may request clarifications from Bidders for the purpose of resolving ambiguities or questioning information presented in the Bids. Clarifications may occur throughout the Bid 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 Contents.

The contents of a Bid 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, to verify information contained in the Bid, to discuss the Bidder’s qualifications, and/or to discuss the qualifications of any subcontractor identified in the Bid.

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 Bids.

Opened Bids 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 Bids 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. See the Bid 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. 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.

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 § 22.8.

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

2.21 Copyrights.

By submitting a Bid, the Bidder agrees that the Agency may copy the Bid for purposes of facilitating the evaluation of the Bid or to respond to requests for public records. By submitting a Bid, 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 Bids.

2.22 Release of Claims.

By submitting a Bid, 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 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 Human Services

Hoover State Office Building, 1st Floor

1305 E. Walnut Street

Des Moines, Iowa 50319-0114

E-mail: reconsiderationrequest@dhs.state.ia.us

The Agency must receive the written request for reconsideration within five days from the date of the notice of disqualification or notice of intent to award decision, whichever is earlier. The written request may be mailed, emailed, or delivered. It is the Bidder’s responsibility to assure timely delivery of the request for reconsideration. 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 Bids and requests that the Agency reconsider a notice of disqualification or notice of intent to award decision for more than one Bid, 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 days of the date of the decision on reconsideration in accordance with 441 IAC 7.41 et seq.

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 to be 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, 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: Format and Content Specifications

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

3.1 Bid Formatting.

| **Subject**  | **Specifications** |
| --- | --- |
| **Paper Size** | 8.5" x 11" paper (one side only).  |
| **Font** | Bids must be typewritten. The font must be 11 point or larger. Acceptable fonts include Times New Roman, Calibri and Arial.  |
| **Pagination** | All pages are to be sequentially numbered from beginning to end (do not number Bid sections independently of each other). |
| **Bid General Composition** | Bids shall be divided into two parts: **Technical Bid and Cost Proposal.**  |
| **Envelope Contents** | Bids shall be addressed to the Issuing Officer. |
| **Number of Hard Copies** | Submit one (1) original hard copy of the Technical Bid. The original hard copy must contain original signatures.  |
| **CD-ROM/USB Flash Drive** | * The Technical Bid must be saved in less than five files. The CD(s) or USB flash drives must be compatible with Microsoft Office 2007 (or later) software in Microsoft Word format. Files shall not be password protected or saved with restrictions that prevent copying, saving, highlighting, or reprinting of the contents.
 |
| **Request for Confidential Treatment** | Requests for confidential treatment of any information in a Bid must meet these specifications:* The Bidder will complete the appropriate section of the Primary Bidder Detail Form & Certificationwhich requires the specific statutory basis supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public.
* The Bidder shall submit one (1) complete paper copy of the Bid 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 sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid as confidential.
* 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.
* The Bidder shall submit a CD-ROM or USB flash drive containing an electronic copy of the Bid from which confidential information has been redacted. This CD-ROM or USB flash drive shall be clearly marked as a “public copy”.
 |
| **Exceptions to RFB/****Contract Language** | 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 & Certification Form. In addition, the Bidder shall set forth in its Bid 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.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.  |

3.2 Contents and Organization of Technical Bid.

This section describes the information that must be in the Technical Bid. Bids should be organized into sections **in the same order provided here** using tabs to separate each section.

3.2.1 Information to Include Behind Tab 1: Transmittal Letter.

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

3.2.2 Information to Include Behind Tab 2: RFB Forms.

The forms listed below are attachments to this RFB. Fully complete and return these forms behind Tab 2:

* Attachment A: Release of Information Form
* Attachment B: Primary Bidder Detail & Certification Form
* Attachment C: Subcontractor Disclosure Form (one for each proposed subcontractor)
* Attachment D: Additional Certifications
* Attachment E: Cost Proposal

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

Provide response to how your entity would perform the Deliverables listed in Section 1.3 (Scope of Work). Responses should provide sufficient detail so that the Agency can evaluate the Bidder’s approach to provide services. Bids must identify any deviations from the Deliverables of this RFB or Deliverables the Bidder cannot satisfy. Any deviations from the Deliverables of Section 1.3 that the Bidder cannot satisfy may disqualify the Bidder.

Bidders must mark either **“yes” or “no”** in section 1.1 of Attachment B: Primary Bidder Detail & Certification Form. By indicating “yes”, a Bidder agrees that it shall comply with that Deliverable throughout the full term of the Resulting Contract, if the Bidder is successful. Failure to provide this information may cause the Bid to be deemed non-responsive and therefore rejected. The Agency reserves the right to determine whether the supportive materials submitted by the Bidder demonstrate the Bidder will be able to comply with the Deliverables. **If the Agency determines the supportive materials do not demonstrate the Bidder will be able to comply with EACH of the Deliverables, the Agency may disqualify the Bid**.

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

3.2.4.1 Description of all services similar to those sought by this RFB that the Bidder has provided to other businesses or governmental entities within the last twenty-four (24) months. For each similar service, provide information detailing:

1. Name of client agency or business;
2. General description of the scope of work;
3. Start and end dates of contract as originally entered into between the parties;
4. If there were any alteration(s) to the contract timeframe(s) or the contract was terminated for any other reason before completion of all obligations under the contract provisions, fully explain the reason(s) for the alteration or termination;
5. Whether the services were provided timely and within budget;
6. Contact information for the client’s project manager including address, telephone number, and electronic mail address.

3.2.4.2 References 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 electronic mail address for each reference. It is preferred that references are provided for services that were procured in a competitive environment. Persons who are currently employed by the Agency are not eligible to be references.

**3.2.5 Reserved. (Financial Statements)**

3.3 Cost Proposal.

**Content and Format.**

Each bidder shall submit their proposed pricing on the attached cost proposal with their bid. This cost proposal will be used to determine the lowest cost. This pricing shall be all inclusive and include the cost of equipment used, travel, gas, labor, materials, and any other items of costs needed to provide these services.

Section 4 Evaluation of Bids

4.1 Introduction.

This section describes the evaluation process that will be used to determine which Bid 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 all parts and include information demonstrating the Bidder will be able to comply with the bid requirements.

***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 the 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

A recommendation will be made to the Contract Owner (Administrator of the Division of Mental Health and Disability Services) to award the contract to the Bidder submitting the lowest responsible price, 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 3 of the Bid.)*

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (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 3 of the Bid. If a section does not apply, label it “not applicable”.)*

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

|  |
| --- |
| **Request for Confidential Treatment (See Section 3.1)** |
| **Location in Bid (Tab/Page)** | **Statutory Basis for Confidentiality** | **Description/Explanation** |
|  |  |  |

|  |
| --- |
| **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 CERTIFICATIONS. By signing below, Bidder certifies that:**
	1. **Bidder is able to provide and perform the Deliverables and Specifications as specified in Section 1.3 of the RFB. By indicating “Yes” below, the Bidder agrees that it shall comply with such Deliverables and Specifications throughout the full term of the resulting Contract, if the Bidder is successful.**

**YES □ NO □**

* 1. Bidder specifically stipulates that the Bid 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. 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;
	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;
	3. Bidder has received any amendments to this RFB issued by the Agency;
	4. No cost or pricing information has been included in the Bidder’s Technical Bid; and,
	5. The person signing this Bid 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 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.
1. **SERVICE AND REGISTRATION CERTIFICATIONS. By signing below, Bidder certifies that:**
	1. Bidder certifies that the Bidder organization has sufficient personnel resources available to provide all services proposed by the Bid, 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. 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;
	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; and,
	4. Bidder certifies it is either a) 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 b) not a “retailer” of a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Bidder also acknowledges that the Agency may declare the bid void if the above certification is false. Bidders may register with the Department of Revenue online at: <http://www.state.ia.us/tax/business/business.html>.
2. **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 Bids (RFB) and offered in the Bidder’s Bid. I understand that by submitting this Bid, the Bidder agrees to provide services described herein which meet or exceed the specifications of the Agency’s RFB unless noted in the Bid 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 are true and accurate and that the Bidder has not made any knowingly false statements in the Bid.

|  |  |
| --- | --- |
| **Signature:** |  |
| **Printed Name/Title:** |  |
| **Date:** |  |

# Attachment C: Subcontractor Disclosure Form

*(Return this completed form behind Tab 3 of the Bid. 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.*)

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

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

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 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; and,
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.

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.

|  |  |
| --- | --- |
| **Signature for Subcontractor:** |  |
| **Printed Name/Title:** |  |
| **Date:** |  |

# Attachment D: Additional Certifications

*(Do not return this page with the Bid.)*

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

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

1. The Bid 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 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 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 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.

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

By signing and submitting this Bid, 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 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 Bid is submitted for assistance in obtaining a copy of those regulations.
4. The Bidder agrees by submitting this Bid 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 Bid 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 Non-procurement 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.

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

1. The Bidder certifies, by submission of this Bid, 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 Bid.

**CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994**

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 sub-awards that contain provisions for children’s services and that all sub-grantees 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.

**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, Bidder agrees to provide a drug-free workplace by:
2. 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;
3. 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;

1. 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);
2. 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;

1. 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;
2. 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
3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f).
4. **Requirement for Individuals.** If the Bidder is an individual, by signing and submitting this Bid 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.
5. **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):
6. Take appropriate personnel action against such employee up to and including termination; or
7. 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.

**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.

**Attachment E: Cost Proposal**

*(Return the Cost Proposal spreadsheet with the Bid Proposal.)*

**Instructions to Bidders:**

The cost proposal shall be submitted using the Cost Proposal pricing worksheet. The cost proposal pricing worksheet can be found on the State’s procurement website at <http://bidopportunities.iowa.gov/> along with the information for this RFB. Bidders should follow the instructions as provided on the pricing worksheet and in accordance with the table in Section 3.1 Bid Proposal Formatting. When completed the form must be submitted in both an Excel