 BOC-23-031

**INFORMAL COMPETITIVE SOLICITATION**

**for**

 **Janitorial Service at the Burlington Child Support Office**

**INTRODUCTION**

In accordance with the informal competition procedures provided for in 11 Iowa Administrative Code rule 118.9, the Department of Human Services (the Agency) is seeking a vendor to provide janitorial services at the following location:

409 N 4th St.

Burlington, IA 52601

The Agency anticipates signing a contract with an initial term of one year, beginning on 7/1/2023. The Agency shall have the sole option to renew the contract for up to five additional one-year terms.

Bidders interested in providing these services must submit their bid proposal, using Attachments B and C, no later than **3:00 pm (Central Time), Friday, 4/28/23**, to:

Tim Wiltfang, Issuing Officer

400 SW 8th St., Suite H

Des Moines, IA 50309

twiltfa@dhs.state.ia.us

Fax: 515-242-5514

Any bid proposal received after this deadline will be rejected and returned to the Bidder. Bid proposals may be sent via US mail, email or fax. Regardless of how the Bidder chooses to send their bid proposal, it is their responsibility to ensure the bid proposal is received by Tim Wiltfang on or before the above-stated due date and time.

Bid proposals must include completed copies of Attachments B and C. All Bidders submitting a bid proposal shall include contact information for three references. The incumbent contractor, or Bidder with the current contract, does not need to provide any references.

The Agency reserves the right to reject any or all bid proposals, in whole or in part, to advertise for new bid proposals, to abandon the need for such services, and to cancel this Informal Competitive Solicitation at any time prior to the execution of the written contract.

All information submitted by a Bidder may be treated as a public record by the Agency unless the Bidder properly requests that the information be treated as confidential information in accordance with the public records laws of the State of Iowa at the time its bid proposal is submitted.

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

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 and represents that such copying will not violate the rights of any third party.

By submitting a bid proposal, the Bidder agrees that it will not bring any claim or have any 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 Informal Competitive Solicitation.

**TIMETABLE**

The dates set forth below are for informational planning purposes only. The Agency reserves the right to change the dates:

4/5/2023 Submit Informal Competitive Solicitation to TSB web page

4/7/2023 Submit Informal Competitive Solicitation to potential Bidders

4/28/2023 Bid proposals due

5/19/2023 Select successful Bidder

7/1/2023 Start date of contract

**RESTRICTION ON COMMUNICATION**

From the date of issuance of this Informal Competitive Solicitation until announcement of the Successful Bidder, Bidders may not contact any employee of the State of Iowa other than the identified contact person about this Informal Bid Solicitation. Bidders may contact Tim Wiltfang in writing with questions related to the interpretation of this Informal Competitive Solicitation and the procurement process. Written responses to all questions received will be provided to all potential Bidders. If a Bidder or someone acting on a Bidder’s behalf attempts to discuss this Informal Competitive Solicitation orally or in writing with any members of the evaluation committee, or any employee of the State of Iowa, other than Tim Wiltfang, the Bidder may be disqualified.

**SCOPE OF SERVICES**

**Responsibilities of the Successful Bidder**

The Successful Bidder shall provide the following:

**1. Janitorial Services**

* Provide janitorial services at the Burlington Child Support office as detailed in Attachment A. The Successful Bidder shall be responsible for the expense associated with purchasing any necessary cleaning supplies and equipment used to provide the services as specified in Attachment A.
* Provide janitorial services during non-office hours, on weekdays after 4:30 pm, or on weekends.
* The Successful Bidder shall only enter the Child Support office during the agreed upon days and times unless given prior authorization from Child Support. Only janitorial staff who are assigned to clean shall enter into the Child Support office. Family members and friends are not allowed inside the office at any time.

**2. Communication Plan**

 The Successful Bidder and Child Support shall discuss and agree upon a communication plan that each party will follow in regards to any issues that arise. In any event, the Successful Bidder shall respond to a contact from Child Support no later than 4:30pm of the following weekday.

**3. Facility Physical Security**

The Successful Bidder shall ensure that any and all entrances and exits utilized in the course of gaining access to the facility for the purposes of this Contract are secured during the Successful Bidder’s use and exiting of the facility.

If keys or codes to the facility’s locks provided by the Agency and under the control or use of the Successful Bidder become lost, stolen, or compromised; or if a lock becomes damaged (e.g., a broken-off key) as a result of the Successful Bidder’s control or use, the Successful Bidder shall be responsible for the cost of re-keying, re-coding, or otherwise repairing or replacing the locks (as determined by the Agency).

**4. Safeguarding Confidential Information**

 The Successful Bidder shall comply with the *Confidential Information Safeguarding Provisions* as set forth in **Attachments D and E**.

**5. Insurance Coverage**

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

| **TYPE OF INSURANCE** | **LIMIT** | **AMOUNT** |
| --- | --- | --- |
| General Liability (including contractual liability) written on an occurrence basis | General AggregateProduct/Completed Operations AggregatePersonal InjuryEach Occurrence | Minimum $500,000Minimum $500,000Minimum $500,000Minimum $500,000 |
| Automobile Liability (including any auto, hired autos, and non-owned autos) | Combined Single Limit | Minimum $500,000 |
| Excess Liability, Umbrella Form | Each OccurrenceAggregate | Minimum $500,000Minimum $500,000 |
| Workers Compensation and Employer Liability | As required by Iowa law | As required by Iowa law |
| Property Damage | Each OccurrenceAggregate | Minimum $500,000Minimum $500,000 |

**Performance Standards**

The Successful Bidder shall meet the following minimum performance standards:

Provide acceptable service as determined by the Agency through periodic inspection by the Burlington Child Support office’s Supervisor or designee, in relation to thoroughness, cleanliness, and other designators as considered standard for the janitorial service industry.

**Contract Monitoring**

As part of the resulting contract, the Burlington Child Support office’s supervisor or designee will:

1. Verify invoices and supporting documentation itemizing work performed prior to submitting the invoice for payment;
2. Determine compliance with general contract terms, conditions, and requirements; and
3. Assess compliance with deliverables, performance standards, or other associated requirements in accordance with the monitoring activities set forth in the *Responsibilities of the Successful Bidder*, *Performance Standards*, and *Contract Monitoring* sections.

**Contract Review**

The contract manager or designee will use the results of monitoring activities and other relevant data to assess the Successful Bidder’s overall performance and compliance with the resulting contract. At minimum, the Agency will conduct a yearly review; however, reviews may occur more frequently at the Agency’s discretion. As part of the review(s), the Agency may require the Successful Bidder 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, parties will discuss the deliverables that have been provided or are in process under the contract, achievement of the performance measures, and any concerns identified through the Agency’s monitoring activities.

**Payment Terms**

The Agency will pay the Successful Bidder as follows:

Payment under any resulting contract is contingent upon the Successful Bidder providing the services outlined in the *Responsibilities of the Successful Bidder* section and meeting the performance standards in the *Performance Standards* section.

If it is found that the Successful Bidder is not complying with the Contract terms, the Agency will meet with the Successful Bidder to discuss a corrective action plan. The Successful Bidder will then have 30 calendar days to remedy the non-compliance. If after 30 calendar days, the Successful Bidder has not remedied the non-compliance, the Agency may retain ten-percent (10%) of the Successful Bidder’s monthlypayments until the non-compliance is remedied.

The Successful Bidder shall submit an invoice for services rendered in accordance with the resulting contract. Invoice(s) shall be submitted monthly. Invoices shall comply with all applicable rules concerning payment of such claims. The Agency shall verify the Successful Bidder’s performance of the deliverables before making payment. The Agency shall pay all approved invoices in arrears. The Agency may pay in less than 60 days, but an election to pay in less than 60 days shall not act as an implied waiver of Iowa law.

Unless otherwise agreed in writing by the parties, the Successful Bidder shall not be entitled to receive any other payment or compensation from the Agency for any goods or services provided by or on behalf of the Successful Bidder under the contract. The Successful Bidder shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the contract.

**How to Submit a Bid Proposal to the Agency**

**Bidder Tour**

At any time prior to the bid proposal due date and time, a Bidder may tour the Burlington Child Support office by contacting Jennifer Schroeder at (319) 754-2232 or jschroe1@dhs.state.ia.us..

**Bid Proposal Submission**

Bidders must complete and submit the following attachments. Please see the ***INTRODUCTION*** section on page 1 for further details on submitting a bid proposal.

* **Attachment B, *Primary Bidder Detail Form & Certification***
* **Attachment C, *Cost Proposal***

**Other Information Regarding Submission of a Proposal**

The Agency reserves the right to reject any or all bid proposals, in whole or in part, to advertise for new bid proposals, to abandon the need for such services, and to cancel this Informal Competitive Solicitation at any time prior to the execution of the written contract.

All information submitted by a Bidder shall be treated as a public record by the Agency unless the Bidder properly requests that the information be treated as confidential information in accordance with the public records laws of the State of Iowa at the time its bid proposal is submitted.

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

By submitting a bid proposal, the Bidder agrees that the Agency may copy the proposal for purposes of facilitating the evaluation of the bid proposal or to respond to requests for public records and represents that such copying will not violate the rights of any third party.

By submitting a bid proposal, the Bidder agrees that it will not bring any claim or have any 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 Informal Competitive Solicitation.

**EVALUATION CRITERIA**

The Agency will utilize an evaluation committee made up of employees of the Agency to evaluate the proposals. The evaluation committee will review proposals. The committee will consider all information provided in the proposal when making its recommendation and may consider relevant information from other sources. **The evaluation committee** **will award the contract to the responsible Bidder submitting the best proposal. The lowest priced proposal is not necessarily the best proposal.**

The evaluation committee’s selection will be subject to the final approval of the Agency. The proposals will be evaluated and a recommendation will be made using the following criteria, which are listed in no particular order:

1. Cost;
2. Past performance of work that is identical or similar to the scope of services identified;
3. Experience and references that demonstrate, to the satisfaction of the Agency, the expertise and ability of the Bidder to provide the Scope of Services described in the Informal Competitive Solicitation; and
4. The capacity of the Bidder to complete the responsibilities described in the Scope of Services.

If there is a tie for the best proposal and only one of the Bidders is an Iowa business, the Iowa business shall be given preference over the out of state Bidders.

**NOTICE OF INTENT TO AWARD**

Notice of Intent to Award will be sent by mail, on or around 5/19/2023, to all bidders submitting a timely bid proposal. The Notice of Intent to Award is subject to execution of a written contract and, as a result, the Notice does not constitute the formation of a contract between the Agency and the apparent successful bidder.

**ACCEPTANCE PERIOD**

Negotiation and execution of the contract shall be completed on or around 7/1/2023. If the apparent successful bidder fails to negotiate and execute a contract, in its sole discretion, the Agency may revoke the award and award the contract to the next highest ranked bidder or withdraw the Informal Bid Solicitation.

* The Agency further reserves the right to cancel the award at any time prior to the execution of a written contract.

**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 12th Street

Des Moines, Iowa 50319-0075

email:  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. The written request may be mailed or emailed, but may not be delivered in person. 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 Bid Proposal 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 Agency’s solicitation. If a bidder submitted multiple bid proposals and requests that the Agency reconsider a notice of disqualification or notice of intent to award decision for more than one bid 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 Division Director 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.

**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.

**Attachment A**

*Specifications for Janitorial Services*

|  |  |
| --- | --- |
| Address: 409 N 4th St., Burlington, IA 52601 | Available time for service: Monday-Friday after 4:30pm; any time on weekends |
| Office Square Footage: 4,892 |  |

|  | **SERVICES** | Three days per week | Weekly | Monthly | Qtrly | Semi-Annual | Annual | As Needed |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Empty waste receptacles | [x]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
|  | Replace waste receptacle liners | [x]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
|  | Remove boxes and miscellaneous empty shipping containers which are marked for destruction | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [x]  |
|  | Clean and sanitize wastebaskets and other receptacles | [ ]  | [ ]  | [ ]  | [x]  | [ ]  | [ ]  | [ ]  |
|  | Dust chairs, rungs or bottoms of chairs | [ ]  | [ ]  | [x]  | [ ]  | [ ]  | [ ]  | [ ]  |
|  | Dust exposed tops of cabinet, panels, filing cabinet tops, window sills, shelves, ledges, moldings, and miscellaneous flat surfaces up to 70" in height. | [ ]  | [x]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
|  | Dust telephones | [ ]  | [ ]  | [x]  | [ ]  | [ ]  | [ ]  | [ ]  |
|  | Dust venetian blinds | [ ]  | [ ]  | [ ]  | [ ]  | [x]  | [ ]  | [ ]  |
|  | Dust and remove cobwebs | [ ]  | [x]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
|  | Damp mop and sanitize hard floor(s) | [x]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
|  | Clean and sanitize telephones and mouthpieces | [ ]  | [x]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
|  | Clean and sanitize water fountain receptacle(s) | [x]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
|  | Clean and disinfect restrooms including fixtures, toilets, urinals, and basins | [x]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
|  | Clean and sanitize mirrors | [x]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
|  | Clean and sanitize tables | [ ]  | [x]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
|  | Clean and damp mop desk floor mats | [ ]  | [ ]  | [x]  | [ ]  | [ ]  | [ ]  | [ ]  |
|  | Vacuum carpeting | [x]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
|  | Spot clean walls and doors | [ ]  | [ ]  | [x]  | [ ]  | [ ]  | [ ]  | [ ]  |
|  | Clean and polish reception glass | [x]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  |
|  | Clean and polish glass partitions | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [x]  |
|  | Clean and polish office windows, inside only | [ ]  | [ ]  | [ ]  | [ ]  | [x]  | [ ]  | [ ]  |
|  | Wax linoleum flooring | [ ]  | [ ]  | [ ]  | [ ]  | [x]  | [ ]  | [ ]  |
|  | Carpet Cleaning and deodorization | [ ]  | [ ]  | [ ]  | [ ]  | [x]  | [ ]  | [ ]  |
|  | Remove carpet spots | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [ ]  | [x]  |
|  | Change heating and air conditioning filters | [ ]  | [ ]  | [ ]  | [x]  | [ ]  | [ ]  | [ ]  |

|  |
| --- |
| **The Contractor shall supply trash can liners as well as any other necessary janitorial cleaning supplies.** |

**Attachment B**

# Primary Bidder Detail Form & Certification

**(*Return this page as part of your bid proposal.*** ***If a section does not apply, label it “not applicable”.*)**

|  |
| --- |
| **Primary Contact Information (individual who can address issues re: this Bid Proposal)** |
| **Name:** |  |
| **Address:** |  |
| **Tel:** |  |
| **Fax:** |  |
| **E-mail:** |  |

|  |
| --- |
| **Primary Bidder Detail** |
| **Business Legal Name:** |  |
| **“Doing Business As” names, assumed names, or other operating names:** |  |
| **Form of Business Entity (e.g., corp., partnership, LLC, etc.)** |  |
| **State of Incorporation/organization:** |  |
| **Primary Address:** |  |
| **Tel:** |  |
| **Fax:** |  |
| **Local Address (*if different from above*):** |  |
| **Data Universal Numbering System (DUNS) Number (*if applicable*):** |  |
| **Number of Employees:** | Full time (min. 40 hrs/week) |  |
| Part-time (< 40 hrs/week) |  |
| Temporary/non-permanent |  |
| **Number of Years in Business:** |  |
| **Primary Focus of Business:** |  |
| **Federal Tax ID:** |  |

|  |  |  |
| --- | --- | --- |
| **Provide three (3) client references, other than Child Support, knowledgeable of the Bidder’s performance in providing services similar to those described in this Solicitation.** | Company name |  |
| Contact name |  |
| Phone number |  |
|  |  |
| Company name |  |
| Contact Name |  |
| Phone number |  |
|  |  |
| Company name |  |
| Contact name |  |
| Phone number |  |
| **Provide proof of insurance and registration to do business in the state of Iowa. (Attach proof to this form)** |  |
| **Provide additional information that you think we should know about your company. Attach an additional sheet if you need more room.** |  |

**Attachment C**

**Cost Proposal**

**Complete the following table with your cost(s) and return this page as part of your bid proposal. Please provide any additional detail if necessary.**

|  |
| --- |
| **Cost Per Month for providing****Janitorial Service three days per week** |
|  |

**Attachment D**

**Confidential Information Safeguarding Provisions**

**Definition of Confidential Information.** The term “Confidential Information” shall include, but not be limited to, the following:

* All individual case information received pursuant to this Contract unless otherwise designated by the Bureau,
* An individual’s social security number,
* An individual’s residential and mailing addresses,
* An individual’s employment information, and
* An individual’s financial information.

**Prohibitions against the Use and Disclosure of Confidential Information.** The Contractor shall not use, handle, transmit, store, or destroy the Confidential Information of applicants or recipients of child support enforcement services in a manner or for any purpose, except as allowed by the provisions of the Contract. The Contractor shall safeguard the confidentiality of Confidential Information concerning applicants or recipients of child support enforcement services according to 5 U.S.C. § 552a; 26 U.S.C.§ 6103; 42 U.S.C. §§ 654 and 654a; Iowa Code § 252B.9; Iowa Code Chapter 715C; 45 CFR Parts 303.21 and 307.13; and other applicable federal and state laws.

**Internal Revenue Service Data.** The Contractor shall adhere to the safeguarding provisions of *Internal Revenue Service Publication 1075*. **Attachment E** contains a summary of the Contractor’s Confidential Information safeguarding requirements and penalties pertaining to Internal Revenue Service information.

**Reporting.** The Contractor shall report to the Bureau’s Security and Privacy Officer and the Child Support Recovery Unit any use or disclosure of the Confidential Information not provided for by this Contract of which the Contractor becomes aware, as well as report any suspected or unauthorized access to or disclosure of Confidential Information. The Contractor agrees to report suspected or unauthorized access to or disclosure of Confidential Information immediately, as the Bureau is required to report the suspected or unauthorized access or disclosure within the following timeframes:

* Federal Tax Information ….…………………………………..24 hours
* Social Security Information …………………………………..1 hour
* Federal Parent Locator Service …………………………….…1 hour
* All other Confidential Information ……………………….…..3 Business Days

**Sanctions*.*** State and federal statutes carry criminal penalty or civil liability for confidentiality violation. For example, see Iowa Code § 252B.10; 5 U.S.C. § 552a; 42 U.S.C. §§ 653(l)(2) and 654a(d)(5); and 26 U.S.C. §§ 7213, 7213A, and 7431. The Contractor may not use the Confidential Information for commercial or political purposes or re-disclose the Confidential Information without the express, written consent of the Bureau. The Contractor may be held civilly or criminally liable for misuse of the Confidential Information.

**Survival.** The provisions of the Contract that protect Confidential Information shall survive termination of the Contract.

Rev. 4/14/22

**Attachment E**

**Internal Revenue Service Confidential Information Safeguarding Provisions**

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

**CRIMINAL/CIVIL SANCTIONS**

(1) Each officer or employee of a Contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a Contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a Contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1(c).

(4) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(5) Granting a Contractor access to FTI must be preceded by certifying that each officer or employee understands the agency’s security policy and procedures for safeguarding FTI. A Contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency’s security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency’s files for review. As part of the certification and at least annually afterwards, a Contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training on the agency’s security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the Contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

**INSPECTION**

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS’ right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with FTI safeguard requirements.

(11/2021)

**Attachment F (Sample Contract Only)**

**DO NOT fill out and return the pages below**

**CONTRACT DECLARATIONS AND EXECUTION**

|  |  |
| --- | --- |
| **Procurement Type/Number** | **Contract #** |
| Informal Solicitation # BOC-23-031 | BOC-??-??? |

|  |
| --- |
| **Title of Contract** |
| Sample Contract |

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:

|  |
| --- |
| **Agency of the State (hereafter “Agency”)** |
| **Name/Principal Address of Agency:**  Iowa Department of Human Services1305 E. WalnutDes Moines, IA 50319-0114 | **Agency Billing Contact Name / Address:**Tim Wiltfang400 SW 8th St., Suite HDes Moines, IA 50309**Phone:** 515-242-5504 |
| **Agency Contract Manager (hereafter “Contract Manager” ) /Address (“Notice Address”):** Tim Wiltfang400 SW 8th St., Suite HDes Moines, IA 50309**Phone:** 515-242-5504**E-Mail:** twiltfa@dhs.state.ia.us | **Agency Contract Owner (hereafter “Contract Owner”) / Address:** Erin Drinnin1305 E Walnut St.Des Moines, IA 50319**E-Mail:**  edrinni@dhs.state.ia.us |

|  |
| --- |
| **Contractor: (hereafter “Contractor”)** |
| **Legal Name:** Contractor legal name | **Contractor’s Principal Address:**Contractor address |
| **Tax ID #:** 000000000  | **Organized under the laws of:** Iowa |
| **Contractor’s Contract Manager Name/Address (“Notice Address”):** Contract ManagerContract Manager Address**Phone:** (555) 555-5555**E-Mail:** contractmanager@janitorialservice.com | **Contractor**’s **Billing Contact** **Name/Address:** Billing manager nameBilling manager address**Phone:** (555) 555-5555 |

|  |
| --- |
| **Contract Information** |

|  |  |
| --- | --- |
| **Start Date:** 7/01/23 | **End Date of Contract:** 6/30/29 |
| **Possible Extension(s):**  N/A |
| **Contract Contingent on Approval of Another Agency:** No | **ISPO Number:** N/A |
| **Contract Include Sharing SSA Data?** No | **DoIT Number:** 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.

|  |  |
| --- | --- |
| **Contractor, Contractor legal name**  | **Agency, Iowa Department of Human Services** |
| Signature of Authorized Representative:  | Signature of Authorized Representative:   |
| Printed Name:  | Printed Name: Erin Drinnin |
| Title:  | Title: Division Director |
| Date: | Date: |

**SECTION 1: SPECIAL TERMS**

1.1 Special Terms Definitions.

N/A

***1.2 Contract Purpose.***

The parties have entered into this Contract for the purpose of retaining the Contractor to provide janitorial services at the Burlington Child Support office.

***1.3 Scope of Work.***

**1.3.1 Deliverables.**

The Contractor shall provide the following:

Contractor deliverables

1.3.2 Performance Measures.

Contractor performance measures

**1.3.3 Monitoring, Review, and Problem Reporting.**

**1.3.3.1 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.

**1.3.3.2 Agency Review** **Clause.** The Contract Manageror 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 as needed; 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.

**1.3.3.3 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.

**1.3.3.4 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.

**1.3.4 Contract Payment Clause.**

**1.3.4.1 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:

Pricing information

**1.3.4.2 Reserved. (*Payment Methodology*)**

**1.3.4.3 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.

**1.3.4.4 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 1st for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

**1.3.4.5 Payment of Invoices.** The Agency shall verify the Contractor’s performance of the Deliverables and timeliness of Invoices before making payment. The Agency will not pay Invoices that are not considered timely as defined in this Contract.If the Contractor wishes for untimely Invoice(s) to be considered for payment, the Contractor may submit the Invoice(s) in accordance with instructions for the Long Appeal Board Process to the State Appeal Board for consideration. Instructions for this process may be found at: <http://www.dom.state.ia.us/appeals/general_claims.html>.

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.

**1.3.4.6 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:

| **TYPE OF INSURANCE** | **LIMIT** | **AMOUNT** |
| --- | --- | --- |
| General Liability (including contractual liability) written on an occurrence basis | General AggregateProduct/Completed Operations AggregatePersonal InjuryEach Occurrence | Minimum $500,000Minimum $500,000Minimum $500,000Minimum $500,000 |
| Automobile Liability (including any auto, hired autos, and non-owned autos) | Combined Single Limit | Minimum $500,000 |
| Excess Liability, Umbrella Form | Each OccurrenceAggregate | Minimum $500,000Minimum $500,000 |
| Workers Compensation and Employer Liability | As required by Iowa law | As required by Iowa law |
| Property Damage | Each OccurrenceAggregate | Minimum $500,000Minimum $500,000 |

***1.5* Reserved. (*Data and Security.)***

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

***1.7* Reserved. *(Performance Security.)***

***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://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://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 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:

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| **Contractor a Business Associate?** No | **Contractor a Qualified Service Organization?** No |
| **Contractor subject to Iowa Code Chapter 8F?** No | **Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)?** No |
| **Contract Payments include Federal Funds?** Yes**The Contractor for federal reporting purposes under this Contract is a:** Vendor **Office of Child Support Enforcement (“OCSE”) Funded Percentage:** 66%**Federal Funds Include Food and Nutrition Service (FNS) funds?** No**UEI #:** 000000000**The Name of the Pass-Through Entity:** Iowa Department of Human Services |
| **CFDA #:** 93.563 **Grant Name:** Child Support Enforcement | **Federal Awarding Agency Name:** Department of Health and Human Services/Administration for Children and Families |

***1.9* Reserved. *(Additional Terms.)***