REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	**Laboratory Analysis of Equine and Greyhound Blood and Urine Samples**	**RFP Number:**	**IRGC LAB 2**
Agency:	**Iowa Racing and Gaming Commission**		
State seeks to purchase:	**Laboratory Sample Analysis**		
Number of mos. or yrs. of the initial term of the contract:	**1 year**	**Number of possible annual extensions:**	**5**
Initial Contract term beginning:	April 1, 2018	**Ending:**	Date: March 31, 2019
State Issuing Officer:			
Name: Julie Herrick			
Phone e-Mail and Fax: 515-281-7352 (Phone) 515-242-6560 (Fax) julie.herrick@iowa.gov			
Iowa Racing and Gaming Commission, 1300 Des Moines Street, Suite 100, Des Moines, IA 50309			

PROCUREMENT TIMETABLE—Event or Action:	**Date/Time (Central Time):**
State Posts Notice of RFP on TSB website	**January 17, 2018**
State Issues RFP	**January 17, 2018**
RFP written questions, requests for clarification, and suggested changes from Contractors due:	**Date: January 22, 2018**
Proposals Due Date: Proposals Due Time:	**January 29, 2018** **4:30 PM CST**
Anticipated Date to issue Notice of Intent to Award:	**February 15, 2018 (Approximately)**
Anticipated Date to execute contract:	**March 1, 2018 (Approximately)**

Relevant Websites:	**Web-address:**
Internet website where Addenda to this RFP will be posted:	**http://bidopportunities.iowa.gov/**
Internet website where contract terms and conditions are posted:	https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf

Number of Copies of Proposals Required to be Submitted:	1 Original, 1 Digital, & 2 Copies
Firm Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:	**120 Days**

Table of Contents

SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Racing Medication and Testing Consortium (RMTC) Certified Laboratories to perform blood and urine testing from horses or greyhounds submitted from tracks licensed by the Commission. The Laboratory will perform such tests and analyses of the samples as are needed to ascertain whether they contain amounts of foreign substances prohibited by the Commission.

1.2 Definitions

For the purposes of this RFP and the resulting contract, the following terms shall mean:
"Proposal" means the Contractor's proposal submitted in response to the RFP.

"Contract" means the contract(s) entered into with the successful Contractor(s) as described in Section 6.1.

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

"Agency" means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.

"General Terms and Conditions" shall mean the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

"Responsible Contractor" means a Contractor that has the capability in all material respects to perform the specifications of the Contract. In determining whether a Contractor is a Responsible Contractor, the Agency may consider various factors including, but not limited to, the Contractor's competence and qualifications to provide the goods or services requested, the Contractor's integrity and reliability, the past performance of the Contractor and the best interest of the Agency and the State.

"Responsive Proposal" means a Proposal that complies with the material provisions of this RFP.

"RFP" means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

"State" means the State of Iowa, the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

1.3 Overview of the RFP Process

Contractors will be required to submit their Proposals in hardcopy and on CD-ROM. It is the Agency's intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

1.4 Background Information

This RFP is designed to provide Contractors with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Code of Iowa - 99D.23 Commission veterinarian and chemist. 1. The commission shall employ one or more chemists or contract with a qualified chemical laboratory to determine by chemical testing and analysis of saliva, urine, blood, or other excretions or body fluids whether a substance or drug has been introduced which may affect the outcome of a race or whether an action has been taken or a substance or drug has been introduced which may interfere with the testing procedure. The commission shall adopt rules under chapter 17A concerning procedures and actions taken on positive drug reports. The commission may adopt by reference nationally recognized standards as determined by the commission or may adopt any other procedure or standard. The commission has the authority to retain and preserve by freezing, test samples for future analysis.

SECTION 2 ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

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

2.2 Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Contractors may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Contractors may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

2.3 Downloading the RFP from the Internet

The RFP document and any addenda to the RFP will be posted at http://bidopportunities.iowa.gov/. The Contractor is advised to check the website periodically for Addenda to this RFP, particularly if the Contractor downloaded the RFP from the Internet as the Contractor may not automatically receive addenda. It is the Contractor's sole responsibility to check daily for addenda to posted documents.

2.4 Procurement Timetable

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Contractor submissions, the Agency will issue an addendum to the RFP.

2.5 Questions, Requests for Clarification, and Suggested Changes

Contractors are invited to submit written questions and requests for clarifications regarding the RFP. Contractors may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Contractor shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions will be received from Contractors on before the date listed on the RFP cover sheet. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

2.6 Amendment to the RFP

The Agency reserves the right to amend the RFP at any time using an addendum. The Contractor shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Contractors to amend their Proposals in response to the addendum.

2.7 Amendment and Withdrawal of Proposal

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

2.8 Submission of Proposals

The Agency must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Proposals Due" date listed on the RFP cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Contractor.** Contractors mailing Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Contractor's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

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

2.9 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Evaluation Committee has reviewed all of the Proposals submitted in response to this RFP and the Agency has issued a Notice of Intent to Award a Contract. See *Iowa Code Section 72.3*. However, the names of Contractors who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Contractors who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.10 Costs of Preparing the Proposal

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

2.11 No Commitment to Contract

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract.

2.12 Rejection of Proposals

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

2.12.1 The Contractor fails to deliver the cost proposal in a separate envelope.

2.12.2 The Contractor acknowledges that a mandatory specification of the RFP cannot be met.

2.12.3 The Contractor's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.

2.12.4 The Contractor's Proposal limits the rights of the Agency.

2.12.5 The Contractor fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.

2.12.6 The Contractor fails to timely respond to the Agency's request for information, documents, or references.

2.12.7 The Contractor fails to include Proposal Security, if required.

2.12.8 The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.

2.12.9 The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.

2.12.10 The Contractor initiates unauthorized contact regarding the RFP with state employees.

2.12.11 The Contractor provides misleading or inaccurate responses.

2.12.12 The Contractor's Proposal is materially unbalanced.

2.12.13 There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsible Contractor.

2.12.14 The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

2.13 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to: minor failures to comply that do not affect overall responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Contractors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Contractor from full compliance with RFP specifications or other Contract specifications if the Contractor is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.14 Reference Checks

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

2.15 Information from Other Sources

The Agency reserves the right to obtain and consider information from other sources concerning a Contractor, such as the Contractor's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Contractor's financial stability, past or pending litigation, and other publicly available information.

2.16 Verification of Proposal Contents

The content of a Proposal submitted by a Contractor is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

2.17 Proposal Clarification Process

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

2.18 Disposition of Proposals

All Proposals become the property of the State and shall not be returned to the Contractor. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be in the public domain and be available for inspection by interested parties, except for information for which Contractor properly requests confidential treatment or according to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.19 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code chapter 22. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Contractor as non-confidential records unless Contractor requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.21.1 Form 22 Request for Confidentiality

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

2.21.2 Confidential Treatment Is Not Requested

A Contractor not requesting confidential treatment of information contained in its Proposal shall complete Section I of Form 22 and submit Form 22 with the Proposal.

2.21.3 Confidential Treatment of Information is Requested

A Contractor requesting confidential treatment of specific information shall: (1) fully complete Section II of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Contractor believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is**

requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION, and (4) submit a "Public Copy" from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Contractor: (1) enumerates the specific grounds in Iowa Code chapter 22 or other applicable law that supports treatment of the material as confidential, (2) justifies why the material should be maintained in confidence, (3) explains why disclosure of the material would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Contractor to respond to inquiries by the Agency concerning the confidential status of such material.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.

Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Contractors may not request confidential treatment with respect to pricing information and transmittal letters. A contractor's request for confidentiality that does not comply with this section or a contractor's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting contractor's Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.

If Agency receives a request for information that Contractor has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such material, Contractor shall, at its sole expense, appear in such action and defend its request for confidentiality. If Contractor fails to do so, Agency may release the information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Contractor fails to comply with the request process set forth herein, if Contractor's request for confidentiality is unreasonable, or if Contractor rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

2.20 Copyright Permission

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

2.21 Release of Claims

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

2.22 Evaluation of Proposals Submitted

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

2.23 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Contractors submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Contractor fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Contractor the Agency believes will provide the best value to the State.

2.24 No Contract Rights until Execution

No Contractor shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Contractor and the Agency.

2.25 Choice of Law and Forum

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Contractors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.26 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Contractors are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.27 No Minimum Guaranteed

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

2.28 Appeals

A Respondent whose proposal has been timely filed and who is aggrieved by the award of the department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five days of the date of the Intent to Award notice issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Contractor.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

3.1.1 The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in a separate sealed envelope. The envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

IRGC LAB 2
Laboratory Analysis of Equine and Greyhound Blood and Urine Samples
Julie Herrick
Iowa Racing and Gaming Commission
1300 Des Moines Street, Suite 100
Des Moines, IA 50319

[Contractor's Name and Address]

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

1 Original, 1 Digital, & 2 Copies of the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.

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

Cost Proposal Envelope Contents
Original Cost Proposal
Cost Proposal on digital media

3.1.2 If the Contractor designates any information in its Proposal as confidential pursuant to Section 2, the Contractor must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked “Public Copy”.

3.1.3 Proposals shall not contain promotional or display materials.

3.1.4 Attachments shall be referenced in the Proposal.

3.1.5 If a Contractor proposes more than one solution to the RFP specifications, each shall be labeled and submitted separately and each will be evaluated separately.

3.2 Technical Proposal

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

3.2.1 Transmittal Letter (Required)

An individual authorized to legally bind the Contractor shall sign the transmittal letter. The letter shall include the Contractor's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.

3.2.2 Executive Summary

The Contractor shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

3.2.2.1 Statements that demonstrate that the Contractor has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6.

3.2.2.2 An overview of the Contractor's plans for complying with the specifications of this RFP.

3.2.2.3 Any other summary information the Contractor deems to be pertinent.

3.2.3 Mandatory Specifications and Scored Technical Specifications

The Contractor shall answer whether or not it will comply with each specification in Section 4 of the RFP. Where the context requires more than a yes or no answer or the specific specification so indicates, Contractor shall explain how it will comply with the specification. Merely repeating the Section 4 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

3.2.4 Vendor Background Information

The Contractor shall provide the following general background information:

3.2.4.1 Name, address, telephone number, fax number and e-mail address of the Contractor including all d/b/a's or assumed names or other operating names of the Contractor and any local addresses and phone numbers.

3.2.4.2 Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.

3.2.4.3 State of incorporation, state of formation, or state of organization.

3.2.4.4 The location(s) including address and telephone numbers of the offices and other facilities that relate to the Contractor's performance under the terms of this RFP.

3.2.4.5 Number of employees.

3.2.4.6 Name, address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning the Proposal.

3.2.4.7 Name, address and telephone number of the Contractor's representative to contact regarding scheduling and other arrangements.

3.2.4.8 Name, contact information and qualifications of any subcontractors who will be involved with this project the Contractor proposes to use and the nature of the goods and/or services the subcontractor would perform.

3.2.4.9 The successful Contractor will be required to register to do business in Iowa before payments can be made.
For vendor registration documents, go to:
https://das.iowa.gov/procurement/vendors/how-do-business

3.2.5 Experience

The Contractor must provide the following information regarding its experience:

3.2.5.1 Number of years in business.

3.2.5.2 Number of years experience with providing the types of goods and/or services sought by the RFP.

3.2.5.3 The level of technical experience in providing the types of goods and/or services sought by the RFP.

3.2.5.4 Letters of reference from three (3) previous customers or clients knowledgeable of the Contractor's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

3.2.6 Termination, Litigation, Debarment

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

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

3.2.6.2 A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party.

3.2.7 Criminal History and Background Investigation

The Contractor hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Contractor, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract.

3.2.8 Acceptance of Terms and Conditions

By submitting a Proposal, Contractor acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly

stated in its Proposal. If the Contractor takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Contractor's exceptions or responses materially alter the RFP, or if the Contractor submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

3.2.9 Certification Letter

The Contractor shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Contractor shall make the certifications included in Attachment #1.

3.2.10 Authorization to Release Information

The Contractor shall sign and submit with the Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Contractor authorizes the release of information to the Agency.

3.2.11 Firm Proposal Terms

The Contractor shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm Bid Terms days following the deadline for submitting Proposals.

3.3 Cost Proposal

The Contractor shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services. See Attachment #5.

3.3.1 Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Contractors shall provide payment acceptance information in this section 3.3.1 in their Cost Proposals. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

3.3.1.1 Credit card or ePayables

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Contractor uses the Pcard or EAP payment methods. Pcard-accepting Contractors must abide by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 6.7 of the RFP. Contractors must provide a statement regarding their ability to meet the requirements I this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

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

Contractors shall provide a statement regarding their ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.
https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf

3.3.1.3 State Warrant

The State of Iowa's warrant drawn on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department.

3.3.2 Payment Terms

Per Iowa Code 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Vendor/Contractor.

3.3.3 Contractor Discounts

Contractors shall state in their Cost Proposals whether they offer any payment discounts, including but not limited to:

3.3.3.1 Prompt Payment Discount

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

SECTION 4 SPECIFICATIONS

4.1 Overview

The successful Contractor shall provide the goods and/or services to Agency and other agencies using the Contract in accordance with the specifications as provided in this Section. The Contractor shall address each specification in this Section and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Contractor shall explain how it will comply with the specification. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Contractor. Proposals must identify any deviations from the specifications of this RFP or specifications the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

4.1.1 Racing Locations and Dates

Prairie Meadows Race Track, 1 Prairie Meadows Drive, Altoona IA 50009. There are two race meets. The thoroughbred meet is from mid-April to mid-August (67 race days). The quarter horse meet is from late August to mid-October (26 race days). The thoroughbreds typically race Thursday through Sunday. Post times on Thursday and Friday are typically at 6 pm and Saturday and Sunday are at 1 pm. The quarter horses typically race Friday through Sunday with similar post times to the thoroughbreds. Additional races are run for special events or holidays. –

Iowa Greyhound Park, 1855 Greyhound Park Road, Dubuque IA 52001 – greyhound races mid-May – end of October, approximately 96 race days with afternoon or evening post times.

4.1.2 Current Medication Regulations

Current medication regulations can be found in Iowa Code 491.10.7(99D) https://www.legis.iowa.gov/docs/aco/chapter/491.10.pdf and the Association of Racing Commissioners International (ARCI) Uniform Drug Testing Lab Standards http://arci.blob.core.windows.net/webdocs/2010%2007%20June%2024%20ADOPTED%20RCI%20LAB%20STANDARDS%20SECTION.pdf.
https://www.legis.iowa.gov/docs/aco/chapter/491.7.pdf

4.1.3 Previous Drug Testing Activity

For informational purposes, the drug testing sample numbers for 2016 (most recent available numbers) is being provided:

- 1440 greyhound urine samples
- 1529 equine urine samples
- 1667 equine blood samples
- 29 total positives (Ractopamine – 2, Clenbuteral – 7, Phenylbutazone – 3, Flunixin – 3, Methocarbomol – 1, Ketoprofen – 1, Levamisole – 6, Dexamethasone – 1) Acepromazine – 2, Caffeine & Theophylline – 3)
- 0 Out of Competition
- Up to 150 TCO2 samples

A maximum of 20% of the equine samples may be required to be TOBA.

The lab may be required to perform analysis of unknowns/confiscated substances/syringe residues, testing performed for non-regulatory/intelligence gathering purposes on an as needed basis.

Out of competition testing is being considered. Equine blood and urine tests may be 10-15% higher if out of competition testing is done.

Equine samples were being hand delivered daily and greyhound samples were being shipped twice weekly.

4.1.4 Requirements For Sample Collection/Processing/Shipment

The laboratory shall provide to the Commission staff all items necessary to collect, label, process, store, and ship samples, inclusive of: blood collection tubes, blood collection needles, lidded urine collection cups of sufficient size to collect the required sample volume as established by the laboratory, primary and split sample urine specimen containers with screw caps, urine collection sticks, non-sterile exam gloves, sequentially numbered barcoded sample ID tags, tamper-proof security tape, centrifuge, chain of custody documents, shipping containers, security locks, coolants, padding/absorbent fill, secondary watertight receptacles, and shipping labels.

The laboratory shall bear all costs associated with the shipment and delivery of supplies to Commission staff.

The laboratory shall provide training materials for Commission staff on the collection, labeling, processing, management, packaging, and shipment of official samples. The laboratory shall provide a copy of proposed training materials in its Response.

4.1.5 Test Barn Supply Inventory Management

The laboratory shall deliver to the address provided by the Commission an inventory of materials (as described in section 1) no less than 24 hours prior to the beginning of each race meeting. Commission staff shall monitor depletion of the inventory and submit requests to the laboratory for replenishment two weeks prior to critical need, or at mutually agreed, predetermined intervals.

4.1.6 Shipping

The laboratory shall provide clear instructions for packaging of samples such that samples are shipped in accordance with applicable government, International Air Transport Association (IATA) and International Civil Aviation Organization (ICAO) regulations. The laboratory shall provide chain of custody materials. The laboratory shall bear all expense associated with shipment of samples by commercial shipper or by bonded courier and standard delivery return of empty coolers to Commission staff to an address provided by the Commission. Any method of shipment is acceptable as long as the integrity of samples is maintained and it complies with the turnaround time. The laboratory shall be responsible for tracking shipments and identifying and remediating delays or diverted shipments. Upon request the regulatory agency will notify the laboratory when samples ship and provide a tracking number. The laboratory shall appoint a key contact person for the Commission for all matters related to sample shipping. The key contact person shall be accessible on days during which live racing takes place, inclusive of weekends and holidays.

4.1.7 Laboratory Personnel

The Laboratory Director and senior chemists shall be professional members in good standing of the Association of Racing Chemists (AORC) and have, relevant to their responsibilities, a scientific degree in one or more of the following fields: chemistry, pharmacology, toxicology,

veterinary science, or pharmaceutical science. The responding laboratory shall provide relevant biographical information (education, degrees achieved, experience, scientific publications, ongoing research, and industry relations/outreach) for the laboratory director, senior chemists, and data review analysts. The responding laboratory shall provide an organizational chart and job descriptions for all employees performing contracted services relevant to the regulatory agency's samples. The responding laboratory shall provide documentation of the training program for all employees performing contract services relevant to the regulatory agency's samples. This documentation shall include a description of ongoing proficiency testing and performance review—including a summary of internal proficiency performance, any deficiencies noted, corrective action plans (CAPAs) applied, and CAPAs outcomes. The laboratory shall identify and provide contact information for a Key Contact Person for the regulatory agency. This individual shall be available during standard business hours as well as evenings, weekends, and holidays. The laboratory shall also identify and provide contact information for a designated back-up contact for the Commission. The laboratory shall describe its succession plan for key laboratory staff. Unscheduled changes in key laboratory staff (i.e., laboratory director, laboratory manager, commission key contact, quality control officer, and senior chemist) determined to be unacceptable by the regulatory agency may result in early termination of the contract.

4.1.8 LABORATORY FACILITIES

The laboratory shall demonstrate that its facilities are secure from access by unauthorized individuals and that sample-handling areas are user-specific and accessible only by manual key or electronic/digitized device. The laboratory facility shall affirm that is has a power-failure notification system and an alternative power source to prevent compromise of samples in the event of a power outage. The laboratory shall demonstrate that it has adequate laboratory work space and storage capabilities to meet the anticipated sample load to be submitted by the regulatory agency and the laboratory's other clients. The laboratory shall provide documentation that its facility is OSHA, ISO 17025, and Racing Medication and Testing Consortium (RMTC) compliant; and local code compliant.

4.1.9 Laboratory Accreditation

The laboratory shall provide documentation that it has ISO 17025 and full RMTC accreditation, and that its accreditation is in good standing. The laboratory shall disclose any deficiencies noted on the most recent accreditation (or re-accreditation) site inspection and provide documentation that said deficiencies have been remedied. The laboratory shall disclose if its accreditation has ever been suspended, revoked, or otherwise sanctioned. The laboratory shall provide the details of any sanction and its resolution.

4.1.10 Quality Control And Quality Assurance

The laboratory shall participate in AORC and RMTC external quality assurance programs (EQAP). The results of the laboratory's analysis of single or double-blinded proficiency samples shall be disclosed to the regulatory agency within 30 days of its receipt of the EQAP's report. For any testing deficiencies, the laboratory shall provide documentation of the correction plan to be implemented, and a timeline for implementation. For any other EQAP(s) in which the laboratory participates, the laboratory shall provide all results, and corrective action plans as required. The laboratory may not substitute other EQAPs for the AORC and/or RMTC programs. The laboratory shall routinely perform analysis of internal blind samples of substances of regulatory interest at relevant concentrations. The laboratory shall notify the regulatory agency within 5 business days of a failed analysis, and provide a corrective action plan (and timeline) for remedying the deficiency. The laboratory shall provide the regulatory agency with quarterly reports of EQAP

and Internal Blind sample analysis, inclusive of the analytes detected. The laboratory shall provide the preceding 90 day's history of internal blind sample analysis in its Response. The laboratory shall provide a full description of its internal quality control measures in its Response and affirm that it has a designated, qualified Quality Assurance/Quality Control officer having the requisite authority to remedy deficiencies identified.

4.1.11 Standard Operating Procedures

The laboratory shall have Standard Operating Procedures (SOPs) for all processes and methods. SOP's should be, where applicable, based upon methods that will detect substances at or below the regulatory thresholds required by the agency's regulations. The laboratory shall archive copies of retired SOPs in such a manner that the procedures that were used to test each specific sample can be identified. The SOPs shall be accessible to laboratory staff. SOPs shall be reviewed and updated, as warranted, on a regular basis.

4.1.12 Sample Management / Sample Retention

The laboratory shall have a Laboratory Information Management System (LIMS) in which all interactions with each sample are documented--from accession through the issuance of a final report, and until such time as the sample undergoes disposal. All samples shall be assigned unique laboratory identification numbers. Assignment of internal laboratory identification numbers shall be performed by sample accession personnel in a dedicated sample receiving area that is segregated from areas where analyses are performed or drug reference standards are used. Prior to the initiation of any analysis, samples and their corresponding documents shall be inspected with any irregularities promptly reported to the regulatory agency. The regulatory agency shall then provide the laboratory guidance with respect to the analysis of the affected sample. With the exception of TCO2 analysis, all other analyses shall be initiated within 24 hours of the samples' arrival at the laboratory. Analysis of TCO2 samples shall be initiated promptly upon the samples' arrival at the laboratory. TCO2 testing shall not be performed on samples that were collected 120 or more hours prior to analysis. The laboratory shall promptly notify the regulatory agency when testing is aborted due to sample age. From time of accession through the issuance of a final report, all primary blood samples shall be retained in a secured refrigerator and all primary urine samples retained in a secured freezer. Long-term storage freezers shall likewise be secured and accessible only to authorized laboratory personnel. Negative (passed) samples shall be retained in a refrigerated (blood) or frozen (urine) condition for a period of 6 months. Suspicious, but subsequently passed, samples (blood and urine) shall be retained in a frozen condition for a period of 6 months. Positive (failed) samples (blood and urine) shall be retained in a frozen condition (-80o C) for 1 year. The regulatory agency must authorize the disposal of positive (failed) samples, regardless of the designated retention interval.

At the end of the specified retention period, the regulatory agency will, upon request by the laboratory, authorize disposal of the passed and suspicious samples.

4.1.13 Scope Of Testing—Standard Post-Race Screening Analysis

All post-race samples shall be subjected to instrumental screening analysis as described below. A limited number of ELISA tests, for substances lacking a validated instrumental screening method, may also be proposed. The laboratory shall provide justification for each ELISA test it intends to apply to the regulatory agency's samples. The laboratory must demonstrate that the sensitivity of proposed ELISA test kits is relevant to the agency's regulation of the listed substances. ELISA tests may not be rotated; all proposed tests must be applied to all post-race

samples. The use of thin-layer chromatography is not permitted. Samples may not be pooled. All samples shall be subjected to the same scope of analysis with respect to threshold substances.

The post-race testing menu for all tested samples shall include instrumental screening analysis with a scope of testing encompassing all Controlled Therapeutic Medications (as published in the Racing Commissioners International [RCI] Model Rules Chapter 11) with testing sensitivities at or below regulatory thresholds, and the Thoroughbred Owners and Breeders' Association (TOBA) American Graded Stakes Committee (AGS) requirements.

The laboratory will propose the scope and standard of testing for greyhound samples.

4.1.14 Scope Of Testing—Out-Of-Competition Testing

Currently any potential out of competition testing will conform with the same standard as Section 4.1.13. Samples may not be pooled. The laboratory shall describe the validated methodology it employs for screening and for confirmatory analyses. The laboratory shall provide a cost summary for conducting out of competition testing for Class 1 drugs found on the ARCI Uniform Classification Guidelines for Foreign Substances, blood doping agents, venoms and their derivatives, and growth hormones.

4.1.15 Scope Of Testing—Tco2 (Total Carbon Dioxide) Testing

Blood samples identified for TCO2 testing shall be subjected to analysis on a Beckman EL-ISE instrument using validated methodology. If the laboratory proposes to employ a different instrument, it must demonstrate the proposed instrument is equivalent to, and provides results consistent with, Beckman equipment. Samples shall be subjected to analysis within 120 hours of collection from the horse. The laboratory shall not analyze samples >120 hours post-collection. The laboratory shall promptly notify the regulatory agency of any samples excluded from analysis due to sample age.

4.1.16 Scope Of Testing—Samples Derived From Animals Working For Release From The Vets' List

Samples (blood +/- urine) shall be subject to complete screening consistent with analyses performed on post-race samples as described in Section 4.1.13. Samples may not be pooled.

All suspicious findings shall be subjected to confirmatory analysis consistent with the requirements of Section 4.1.13.

4.1.17 Elective Testing—Targeted Analysis For Administered Substances

At the discretion of the regulatory agency, samples may be submitted for targeted analysis for the determination of one or more specific substance(s). The matrix (blood and/or urine) submitted shall be relevant to the agency's regulations with respect to the substance's threshold in blood and/or urine. All samples submitted for targeted analysis will be submitted through the regulatory agency. The laboratory shall not accept privately or independently submitted samples for analysis without the prior consent of the regulatory agency. For substances associated with a regulatory threshold other than the laboratory's limit of detection, quantitative analysis shall be performed. For substances associated with a regulatory threshold at the limit of detection, qualitative analysis shall be performed. The cost for targeted analysis can be substance-specific and may appropriately be addressed on a per-sample basis. Therefore, the laboratory shall establish pricing after receiving notification of the designated substance and inform the regulatory agency in advance of sample submission. The cost for targeted analysis shall not exceed the laboratory's pricing for analysis of a post-race sample of the same matrix absent laboratory justification for the increased cost and regulatory agency approval. The

laboratory shall provide its report to the regulatory agency. Any communications regarding any and all aspects of the analysis shall be between the regulatory agency and the laboratory. The laboratory shall not consult directly with the submitting veterinarian, trainer, or owner without the prior consent of the regulatory agency. The laboratory shall not accept samples for analysis related to doping control (regulated therapeutic medications or banned substances) from any individual or agency, other than those with which it has contractual agreements, without the prior consent of the Iowa Racing and Gaming Commission.

4.1.18 Scope Of Testing—Substances/Unknowns

For substances bearing content labels, the laboratory shall perform analysis consistent with the RMTC Protocol for Verification of Label Ingredients. For substances lacking a list of label ingredients, the laboratory shall perform analysis consistent with the RMTC Unknown Sample Protocol.

4.1.19 Subcontracting Or Outsourcing Of Work

The laboratory may not outsource, or engage subcontractors for, any work related to the regulatory agency's samples for any reason without the prior written consent of the regulatory agency. Any such request must be fully justified and include documentation of the qualifications of the contractor, affirmation that the analytic requirements of the regulatory agency will be met, and that chain of custody procedures will remain intact. The proposed contract laboratory shall affirm its willingness to accept the agency's samples. The duration of service to be provided by the contractor shall be defined. The use of a contractor by the official laboratory shall not justify any increase in cost to the regulatory agency UNLESS the work to be performed by the contractor represents an agency-initiated change in its required scope of testing.

4.1.20 Changes To Scope Of Testing

The laboratory may not amend the scope of testing for any sample(s), without securing prior permission from the regulatory agency. The regulatory agency may request changes to the scope of testing during the period of the service contract. Costs associated with method validation for implementation of thresholds established by the ARCI and adopted by the regulatory agency shall be absorbed by the laboratory. Costs associated with method validation for thresholds other than those established by the ARCI shall be borne by the regulatory authority establishing the threshold. For other requests by the regulatory agency for changes to the scope of testing, the regulatory agency and laboratory shall identify costs associated with the projected work. Prior to the commencement of method development and validation, the regulatory agency and laboratory shall, to the satisfaction of both parties, determine how the method development, validation and subsequent testing will be funded and that adequate funding exists.

4.1.21 Turn-Around-Times—Screening And Confirmatory Analyses

The laboratory shall electronically issue screening reports (inclusive of post-race, pre-race TCO2, post-work, and out of competition tests) within 4 business days of shipment date of samples to a distribution list provided by the regulatory authority. In the event the laboratory determines that a screening report cannot be reported as scheduled, the laboratory shall promptly notify the regulatory authority, provide a justification for the delay and request the regulatory agency for an extension. Extensions shall be for a defined period as warranted by the event that resulted in the delay. Confirmatory analysis, when warranted, shall be completed within 7 business days of the issuance of the screening report. In the event the laboratory determines that a final report cannot be reported as scheduled, the laboratory shall promptly notify the regulatory authority, provide a justification for the delay and request the regulatory agency for

an extension. Extensions shall be for a defined period as warranted by the event that resulted in the delay.

4.1.22 Quality Control/Quality Assurance

The laboratory shall have, and identify to the regulatory authority, a designated quality control officer who is responsible for implementation of an internal proficiency-testing program comprised of analysis of single blind samples and routine performance reviews of all individuals having contact with the regulatory authority's official samples. Internal blind samples shall contain substances of current interest at relevant concentrations. The internal proficiency-testing program shall have, as a minimum, a scope of coverage that encompasses routine screening tests. Results of internal proficiency testing shall be provided to the regulatory authority on a (quarterly/semi-annual/annual) basis. The regulatory agency should be promptly notified by the laboratory key contact when analysis of an internal blind sample fails to detect the analyte present. The laboratory's corrective action process should be documented and provided to the client upon request. The laboratory shall participate in external quality assurance programs (EQAP), as required through RMTC and ISO 17025 accreditation. In its response to the RFP, the laboratory shall inform the regulatory authority of the programs in which it participates, the number of EQAP samples it receives in a 12-month period and provide justification for the EQAPs in which it is enrolled. The laboratory key contact shall provide the regulatory authority the EQAP-issued report of the laboratory's performance within 7 working days of receipt of the results of the tests. The laboratory shall provide its client(s), within 30 days, a written plan to remedy any deficiencies identified through the EQAP process.

4.1.23 Reports / Communications/Support To Regulatory Agency

Screening reports, final reports, reports of adverse findings, and data (litigation) packets shall meet all ISO 17025-2005 and RMTC criteria. Reports shall be distributed electronically to a distribution list provided by the regulatory authority or via facsimile to a location designated by the commission. Hard copy reports bearing original signatures will be produced upon request and delivered by First Class US mail unless otherwise requested. Costs associated with expedited or alternative delivery methods will be assumed by the regulatory authority. Data (litigation) packets shall be delivered to the regulatory authority electronically or via express mail no later than 7 business days after the regulatory agency submits its request for the laboratory to compile the packet. Only upon prior authorization by the regulatory agency may the laboratory discuss or disclose any methods, testing sensitivities, limits of detection or other information relevant to the testing of the agency's samples. Should data derived from the regulatory authority's samples be intended for use in a scientific publication, the laboratory shall solicit permission from the regulatory authority and execute an appropriate non-disclosure agreement prior to submission of a manuscript to a journal for review. The laboratory director shall serve as expert witness on behalf of the regulatory agency, and provide consultation, oral testimony, and scientific references as warranted, in the adjudication of cases arising from a laboratory report or finding.

Costs associated with travel consumed by the laboratory director or other laboratory personnel in testimony and testimony preparation will be reimbursed by the regulatory agency at rates current at the time of travel as established by state government.

4.1.24 Historical Information

The laboratory shall provide a history of its experience in analytic work relevant to the scope of work required by the regulatory agency. The laboratory shall provide contact information for three clients having similar service requirements to those of the issuing agency. For laboratories performing equine drug testing services for less than 3 years, the laboratory shall, in its response

to the RFP, agree to provide a performance bond for the period of the contract. The laboratory shall provide information related to the dismissal of any analytic findings related to failure in chain-of-custody, erroneous or inadequately documented analytic methods, data analysis error, or other event attributable to the laboratory. The laboratory shall provide information related to the dismissal of any analytic findings related to a reference laboratory's split sample analysis failing to support the primary laboratory's finding. The laboratory shall provide information related to the determination by any hearing officer or quasi-judicial official that testimony provided by laboratory personnel was not credible. The laboratory shall disclose if a contract with a regulatory agency has ever been terminated during the period of the contract, and if so, the laboratory shall describe the circumstances resulting in the early termination of service.

4.1.25 Value-Added Services

The laboratory shall describe any value-added services it intends to provide beyond those required in this RFP.

4.1.26 Disclosure Of Competing Business Interests Or Conflict Of Interest In Key Laboratory Personnel

The RFP response shall include disclosure of any competing business interests or conflicts-of-interest in any laboratory personnel having purchasing authority or the ability to determine analytic practices.

4.1.27 Default On Contractual Obligations

The laboratory's failure to perform in accordance with all terms of the contract shall provide the state racing authority certain rights. In such an event, the racing authority may require: 1) A meeting between representatives of the racing authority and laboratory management; 2) A corrective action plan by the laboratory to bring the laboratory into compliance with the terms of the contract. The plan must include: A. Identification of areas in which the laboratory is in breach of the contract; B. Clarification as to the cause(s) of deficiencies and a detailed plan to prevent said deficiencies in the future; C. A list of specific actions and deadlines for fulfillment of those obligations in arrears; and, D. A bond payable to the state racing authority in an amount agreed between the parties. The racing authority is not required to allow any corrective action and shall reserve the right to terminate the contract in accordance with its terms.

4.1.28 Pricing

The laboratory shall offer per-sample pricing. Please provide equine and greyhound pricing schedule or options as provided by the lab.

4.2 Mandatory Specifications

All items listed in this section are Mandatory Specifications. Contractors must mark either **"yes" or "no"** to each specification in their Proposals. By indicating "yes" a Contractor agrees that it shall comply with that specification throughout the full term of the Contract, if the Contractor is successful. In addition, if specified by the specifications or if the context otherwise requires, the Contractor shall provide references and/or supportive materials to verify the Contractor's compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Contractor demonstrate the Contractor will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Contractor will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

Laboratory must be Racing Medication and Testing Consortium (RMTC) certified.

4.3 Additional Requirements

The Laboratory shall not release, make public, or use in anyway, information pertaining to a positive test sample except as provided for in this contract. The Laboratory may only release tabulation or statistical report of the total number of samples analyzed, the name of any drug reported, and the analytical method utilized to detect the substance. Any time a report of this type is prepared, a copy of the report, containing information pertinent only to that jurisdiction, will be submitted to the Commission.

SECTION 5 EVALUATION AND SELECTION

5.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the State. Agency will not necessarily award the Contract to the Contractor offering the lowest cost to the Agency. Instead, the Agency will award to the Contractor whose Responsive Proposal the Agency believes will provide the best value to the State.

5.2 Evaluation Committee

The Agency will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Agency will use an evaluation committee to review and evaluate the Proposals. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity who must approve the recommendation.

5.3 Technical Proposal Evaluation and Scoring

All Technical Proposals will be evaluated by the committee to determine if they comply with the specifications described in Sections 2, 3, and 4.

SECTION 6 CONTRACTURAL TERMS AND CONDITIONS

6.1 Contract Terms and Conditions

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

The General Terms and Conditions will be incorporated into the Contract. The General Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Contractors to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with these specifications should be included in any pricing quoted by the Contractor.

By submitting a Proposal, Contractor acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Contractor takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Contractor's exceptions or proposed responses materially alter the RFP, or if the Contractor submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Contractor or to negotiate Contract terms with the successful Contractor if the best interests of the State would be served.

6.2 Contract Length

The term of the Contract will begin and end on the dates indicated on the RFP cover sheet. The Agency shall have the sole option to renew the Contract upon the same or more favorable terms and conditions for up to the number of annual extensions identified on the RFP cover sheet.

6.3 Insurance

The Contract will require the successful Contractor to maintain adequate and appropriate insurance coverage(s) to fulfil the terms of the contract.

Attachment # 1
Certification Letter
Alterations to this document are prohibited, see section 2.14.14.

[Date]

Julie Herrick, Issuing Officer
Iowa Racing and Gaming Commission
100 Des Moines Street, Suite 100
Des Moines, IA 50309

Re: IRGC LAB 2 - PROPOSAL CERTIFICATIONS

Dear Ms. Herrick:

I certify that the contents of the Proposal submitted on behalf of [**Name of Contractor]**_____ (Contractor) in response to Iowa Racing and Gaming Commission for IRGC LAB 2 for Laboratory Analysis of Equine and Greyhound Blood and Urine Samples are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of Contractor expressly authorized to make the following certifications in behalf of Contractor. By submitting a Proposal in response to the RFP, I certify in behalf of the Contractor the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.

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

3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.

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

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

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records,

making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(4) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Contractors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

   By submitting a Proposal in response to the (RFP), the Contractor certifies the following: (check the applicable box)

   ☐ Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 423*; or

   ☐ Contractor is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in *Iowa Code subsections 423.1(47) and (48)(2016)*.

   Contractor also acknowledges that the Agency may declare the Contractor's Proposal or resulting contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in additional to other remedies available to Agency.

Sincerely,

_____

Signature

_____ _____

Name and Title of Authorized Representative Date

Attachment #2
Authorization to Release Information Letter
Alterations to this document are prohibited, see section 2.14.14.

[Date]

Julie Herrick, Issuing Officer
Iowa Racing and Gaming Commission
100 Des Moines Street, Suite 100
Des Moines, IA 50309

Re: IRGC LAB 2 - AUTHORIZATION TO RELEASE INFORMATION

Dear Ms. Herrick:

[Name of Contractor]_____ (Contractor) hereby authorizes the Iowa Racing and Gaming Commission ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to IRGC LAB 2.

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

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

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

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

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

_____
Signature

_____ _____
Name and Title of Authorized Representative **Date**

Attachment #3
Form 22 – Request for Confidentiality

CONTRACTOR NOTE: SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR RESPONSE (PROPOSAL) TO THE REQUEST FOR PROPOSAL (RFP). THE FORM IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED.

FAILURE TO SUBMIT A COMPLETED FORM WILL RESULT IN THE PROPOSAL CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.

I. Confidential Treatment Is Not Requested

A request for confidential treatment of information contained in our Proposal is not submitted.

_____	_____	_____
Company	RFP Number	RFP Title
_____	_____	_____
Signature	Title	Date

****

II. Confidential Treatment Is Requested

The below information is to be completed and signed ONLY if Contractor is requesting confidential treatment of any information submitted in its Proposal.

Per the paragraph labeled as Public Records and Requests for Confidential Treatment in section 2 of the Request for Proposal (RFP), a Contractor requesting portions of its Proposal be maintained in confidence must complete this form and submit it with its Proposal. Contractors should read and familiarize themselves with chapter 22 of the Iowa Code regarding release of public records before completing this Form. Contractor shall refer to the paragraph labeled as Public Records and Requests for Confidential Treatment in section 2 of the RFP for instructions regarding how to request confidential treatment of portions of its Proposal.

NOTE:

1. ***Completion of this Form is the sole means of requesting confidential treatment.***
2. ***A CONTRACTOR MAY NOT REQUEST PRICING PROPOSALS BE HELD IN CONFIDENCE.***

Completion of the Form and Agency's acceptance of Contractor's submission does not guarantee the agency will grant Contractor's request for confidentiality. The Agency may reject Contractor's Proposal entirely in the event Contractor requests confidentiality and does submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

To request confidentiality, Contractor must provide the following information:

1 ☐ Contractor must conspicuously mark confidential material in its Proposal in accordance with the section titled Public Records and Requests for Confidential Treatment. ***Check box when completed.***

2 Contractor must specifically identify and list the Proposal section(s) for which it seeks confidentiality and answer the following questions for each section listed:

- Explain the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential.

- Justify why the material should be kept in confidence.
- Explain why disclosure of the material would not be in the best interest of the public.
- Provide the name, address, telephone, and email for the Contractor's person authorized to respond to inquiries by the Agency concerning the status of confidential materials.

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

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

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

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

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

Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal.

_____	_____	_____
Company	RFP Number	RFP Title
_____	_____	_____
Signature	Title	Date