**INFORMAL COMPETITIVE SOLICITATION #BOC-23-037**

**for**

**Courier Service for the Collection Services Center (CSC)**

**INTRODUCTION**

In accordance with the informal competition procedures provided for in 11 Iowa Administrative Code rule 118.9, the Department of Health and Human Services (the Agency) is seeking a company to provide daily courier service for the:

Collection Services Center (CSC)

400 SW 8th Street, Suite H

Des Moines, IA 50309-4633

The Agency anticipates initially signing a contract with a one-year term. The Agency will then have the sole option to extend the contract for up to five additional one-year terms.

**Bidders interested in providing these services must complete and submit Attachments A and B no later than 3:00 pm (Central Time), Friday, 07/14/2023, to the Issuing Officer:**

Tim Wiltfang

400 SW 8th Street, Suite H

Des Moines, IA 50309-4633

[twiltfa@dhs.state.ia.us](mailto:twiltfa@dhs.state.ia.us)

Phone: 515-650-9792

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 U.S. 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 A and B. All Bidders submitting a bid proposal shall include contact information for three references. The 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:

6/21/2023 Submit Informal Competitive Solicitation to TSB web page

6/23/2023 Submit Informal Competitive Solicitation to potential Bidders

7/14/2023 Bid proposals due

8/4/2023 Select successful Bidder

9/01/2023 Contract signed/Services Start

**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 Competitive 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**

The successful Bidder will provide daily courier service to CSC. Such services shall include, but are not limited to, the following:

**Pick-up** Pick up all mail from PO Box 9125, PO Boxes 9131 through 9136, and PO Box 9243 at the “Will Call” window of the Main Post Office located at:

1165 2nd Ave.

Des Moines, IA 50318

Mail shall be picked up daily Monday through Friday, except on State holidays.

**Delivery** Deliver all daily mail that was picked up from the Main Post Office to:

CSC

400 SW 8th Street, Suite H

Des Moines, IA 50309-4633

* Mail shall be delivered Monday through Friday, except on State holidays.
* Mail shall be delivered on Mondays **at 5:30 am.**
* Mail shall be delivered on Tuesday, Wednesday, Thursday, and Friday **at 6:30 am.**
* If State offices are closed on a Monday, the next day’s delivery (Tuesday) shall be delivered **at 5:30 am.**

**Holidays** Mail shall not be picked up on the following holidays\* because State offices will be closed:

New Year’s Day Martin Luther King Jr Day Memorial Day

Independence Day Labor Day Veteran’s Day

Thanksgiving Day Day after Thanksgiving Christmas Day

\* Or other holidays for State employees as may be declared by the Governor.

If the holiday falls on a Saturday, State offices will be closed the day before (Friday). If the holiday falls on a Sunday, State offices will be closed the next day (Monday).

**Mail Tubs** Pick up all empty mail tubs from the CSC location and return the mail tubs to the Main Post Office location at least once per week.

**Insurance** The Bidder is required to maintain in effect, with insurance companies of recognized responsibility, at its own expense:

|  |  |  |
| --- | --- | --- |
| **Type of Insurance** | **Limit** | **Amount** |
| General Liability (including contractual liability) written on occurrence basis | General Aggregate  Product/Completed  Operations Aggregate  Personal Injury  Each Occurrence | $2 Million  $1 Million  $1 Million  $1 Million |
| Automobile Liability (including any auto, hired autos, and non-owned autos) | Combined Single Limit | $1 Million |
| Excess Liability, Umbrella Form | Each Occurrence  Aggregate | $1 Million  $1 Million |
| Workers’ Compensation and Employer Liability | As required by Iowa law | As Required by Iowa law |
| Property Damage | Each Occurrence  Aggregate | $1 Million  $1 Million |

The successful Bidder shall

* Name the State of Iowa and the Agency as additional insureds or loss payees, with the exception of Workers’ Compensation, or shall obtain an endorsement to the same effect, as applicable.
* Provide a waiver of any subrogation rights that any of its insurance carriers might have against the State on the policies for all coverages required by this Contract, with the exception of Workers’ Compensation.

Deliver a certificate of insurance to the Agency within 30 days of the execution of a contract, which provides that the State of Iowa will be notified at least thirty (30) days prior to cancellation or expiration of the insurance coverage required by this contract. The insurer shall state in the certificate that no cancellation of the insurance shall be made without at least thirty (30) calendar days prior notice to the Agency and that the notice shall be directed to the Agency in writing.

**AGENCY RESPONSIBILITIES**

The Agency will pay the successful Bidder as agreed upon in the resulting contract.

PERFORMANCE MEASURES

The successful Bidder shall provide the services as stated one hundred percent (100%) of the time**.**

**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 on or around 8/4/2023 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 9/1/2023. 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 Competitive 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, IA 50319-0114

email: [reconsiderationrequest@dhs.state.ia.us](mailto: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 request for reconsideration is received prior to the deadline. Postmarking or submission to a shipping service by the due date shall not substitute for actual receipt of a request for reconsideration by the Agency.

The request for reconsideration shall clearly and fully identify all issues being contested by reference to the page and section number of the 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**

# **Primary Bidder Detail Form & Certification**

**(*Return this page as your bid.*** ***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*):** |  | |
| **Unique Entity Identifier (UEI): (This is a number issued to entities that do business with the Federal Government)** |  | |
| **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 CSRU, 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)** |  | |
| **Please provide any other pertinent information that you think we should know about your company. Please attach an additional sheet if you need more room.** |  | |

**Attachment B**

**Cost Proposal**

Complete the following table with your cost for daily courier service. Please provide additional detail regarding your bid if necessary.

|  |
| --- |
| **Cost Per Month for daily**  **courier service based on the requirements in the Scope of Services** |
|  |

**CONTRACT DECLARATIONS AND EXECUTION**

|  |  |
| --- | --- |
| **Procurement Type/Number** | **Contract #** |
| BOC-XX-XXX | BOC-XX-XXX |

|  |
| --- |
| **Title of Contract** |
| {*Enter contract title*} |

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 Health and Human Services  1305 E. Walnut Street  Des Moines, IA 50319-0114 | | **Agency Billing Contact Name / Address:** |
| **Agency Contract Manager (hereafter “Contract Manager” ) /Address (“Notice Address”):**  **Phone:**  **E-Mail:** | | **Agency Contract Owner (hereafter “Contract Owner”) / Address:**    **E-Mail:** |

|  |
| --- |
| **Contractor: (hereafter “Contractor”)** |
| **Legal Name:** | | **Contractor’s Principal Address:** |
| **Tax ID #:** | | **Organized under the laws of:** |
| **Contractor’s Contract Manager Name/Address (“Notice Address”):**  **Phone:**  **E-Mail:** | | **Contractor**’s **Billing Contact** **Name/Address:** |

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

|  |  |
| --- | --- |
| **Start Date:** |  |
| **Possible Extension(s):** | |
| **Contract Contingent on Approval of Another Agency:** | **ISPO Number:** |
| **Contract Include Sharing SSA Data?** | **DoIT Number:** |

|  |
| --- |
| **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,** | **Agency, Iowa Department of Health and Human Services** |
| Signature of Authorized Representative: | Signature of Authorized Representative: |
| Printed Name: | Printed Name: |
| Title: | Title: |
| Date: | Date: |

**SECTION 1: SPECIAL TERMS**

*1.1 Special Terms Definitions.*

N/A

***1.2 Contract Purpose.***

***1.3 Scope of Work.***

**1.3.1 Deliverables.**

The Contractor shall provide the following:

1.3.2 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 based on the following:

**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 \*\*\*Review Duration\*\*\*; 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 Contractor’s completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated an amount not to exceed

$ during the entire term of this Contract, which includes any extensions or renewals thereof. Payment will occur as follows:

**1.3.4.2 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 occurrence basis | General Aggregate  Product/Completed  Operations Aggregate  Personal Injury  Each Occurrence | $2 Million  $1 Million  $1 Million  $1 Million |
| Automobile Liability (including any auto, hired autos, and non-owned autos) | Combined Single Limit | $1 Million |
| Excess Liability, Umbrella Form | Each Occurrence  Aggregate | $1 Million  $1 Million |
| Workers’ Compensation and Employer Liability | As required by Iowa law | As Required by Iowa law |
| Property Damage | Each Occurrence  Aggregate | $1 Million  $1 Million |
| Professional Liability | Each Occurrence  Aggregate | $2 Million  $2 Million |

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

**1.5.1 Data and Security System Framework**. The Contractor shall comply with either of the following:

* Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater, ISO 27001 or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire, or
* Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, “passed” means no unresolved high or critical findings.

**1.5.2 Vendor Security Questionnaire.** If not previously provided to the Agency through a procurement process specifically related to this Contract, the Contractor shall provide a fully completed copy of the Agency’s Vendor Security Questionnaire (VSQ).

**1.5.3 Cloud Services.** If using cloud services to store Agency Information, the Contractor shall comply with either of the following:

* Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
* Provide certification of compliance with a minimum of one of the following security frameworks: HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire.

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

***1.7* 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://hhs.iowa.gov/contract-terms> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The General Terms for Service Contracts may be referred to as Section 2.

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

**1.8.2 Contingent Terms for Service Contracts (“Section 3”).** The version of the Contingent Terms for Services Contracts posted to the Agency’s website at <https://hhs.iowa.gov/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:

|  |  |
| --- | --- |
| **Contractor a Business Associate?** | **Contractor a Qualified Service Organization?** |
| **Contractor subject to Iowa Code Chapter 8F?** | **Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)?** No |
| **Contract Payments include Federal Funds?** Yes | |
|  |  |

**SPECIAL CONTRACT ATTACHMENTS**

The Special Contract Attachments in this section are a part of the Contract.

N/A