

**REQUEST FOR PROPOSAL**

**RFP COVER SHEET**

**Administrative Information:**

<b>TITLE OF RFP:</b>	<b>Diagnostic Lab Services</b>	<b>RFP Number:</b>	<b>RFP1221005003</b>
<b>Agency:</b>	Department of Administrative Services (DAS)		
<b>State seeks to purchase:</b>	Provision of diagnostic lab services for State of Iowa agencies around the State	<b>Available to Political Subdivisions?</b>	<b>Yes</b>
<b>Number of mos. or yrs. of the initial term of the contract:</b>	<b>2</b>	<b>Number of possible annual extensions:</b>	<b>4</b>
<b>State Issuing Officer:</b>			
Name: Ken Discher			
Phone e-Mail and Fax: P: (515) 281-6380   email: <a href="mailto:ken.discher@iowa.gov">ken.discher@iowa.gov</a>   F: (515) 725-2064			
Mailing Address: Department of Administrative Services Central Procurement and Fleet Services Enterprise Hoover Bldg. – Level 3 1305 E Walnut St Des Moines, IA 50319			
<b>PROPOSALS ACCEPTED ELECTRONICALLY THROUGH IOWA VSS</b> <b>The link to VSS is: <a href="https://vss.iowa.gov/webapp/VSS_ON/AltSelfService">https://vss.iowa.gov/webapp/VSS_ON/AltSelfService</a></b>			
<b>PROCUREMENT TIMETABLE—Event or Action:</b>		<b>Date/Time (Central Time):</b>	
State Posts Notice of RFP on TSB website		<b>Date: Sept. 29, 2020</b>	
State Issues RFP		<b>Date: Oct. 1, 2020</b>	
RFP written questions, requests for clarification, and suggested changes from Vendors due: (email questions, etc., by Due Date to: <a href="mailto:Ken.Discher@iowa.gov">Ken.Discher@iowa.gov</a> )		<b>Date: Oct. 8, 2020</b>	
Agency’s written response to RFP questions, requests for clarifications and suggested changes approximate posting date:		<b>Date: Oct. 15, 2020</b>	
<b>Proposals Due Date:</b>		<b>Date: November 2, 2020</b>	
<b>Proposals Due Time:</b>		<b>Time: 3PM Central</b>	
<b>Relevant Websites:</b>	<b>Web-address:</b>		
Internet website where Addenda to this RFP will be posted:	<a href="http://bidopportunities.iowa.gov/">http://bidopportunities.iowa.gov/</a>		
Internet website where contract terms and conditions are posted:	<a href="https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf</a>		
Firm Proposal Terms Per Section 3.2.11, the minimum Number of Days following the deadline for submitting proposals that the Vendor guarantees all proposal terms, including price, will remain firm:		<b>180 Days</b>	

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<b>SECTION 1      INTRODUCTION</b>
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**1.1 Purpose**

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Vendors to provide the goods and/or services identified on the RFP cover sheet and further described in Section 5 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

**1.2 Definitions**

For the purposes of this RFP and the resulting contract, the following terms shall mean:

**“Acceptance”** means that the Agency has determined that one or more Deliverables satisfy the Agency’s Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency’s Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency’s Acceptance Tests.

**“Acceptance Criteria”** means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.

**“Acceptance Tests”** or **“Acceptance Testing”** mean the tests, reviews and other activities that are performed by or on behalf of Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.

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

**“Contract”** means the contract(s) entered into with the successful Vendor(s) as described in Section 7.1.

**“Contractor”** means the successful Vendor to this RFP.

**“Deficiency”** means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

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

**“DOC”** means Department of Corrections.

**“Documentation”** means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

**“General Terms and Conditions”** means the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

**“Proposal”** or **“Bid Proposal”** means the Vendor’s proposal submitted in response to the RFP.

**“Respondent”** means a vendor submitting a Proposal in response to this RFP.

**“Responsible Vendor”** means a Vendor that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Vendor is a Responsible Vendor, the Agency may consider various factors including, but not limited to, the Vendor’s competence and qualifications to provide the goods or services requested, the Vendor’s integrity and reliability, the past performance of the Vendor 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.

**“Specifications”** means all specifications, requirements, technical standards, performance standards, representations and other criteria related to the Deliverables stated or expressed in this RFP, the Vendor’s Proposal, and any resulting Contract. Specifications shall include the Acceptance Criteria and any specifications, standards or criteria stated or set forth in any applicable state, federal, foreign and local laws, rules, and regulations. Vendor may not alter the Specifications identified in this RFP by or through its Proposal or the Documentation.

**“State”** means the State of Iowa, the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and when this Contract is available to political subdivisions, any political subdivisions of the State of Iowa.

**“Vendor”** means a vendor (or contractor or respondent) submitting a Proposal in response to this RFP.

### **1.3 Overview of the RFP Process**

This RFP is designed to provide Vendors 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 Vendor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

**Vendor should review Attachment 3, Form 22 Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked “Confidential” or “Proprietary” on every page may be disqualified.**

Vendors will be required to submit their Proposals electronically in Iowa VSS. It is the Agency's intention to evaluate Proposals from all Vendors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

#### **1.4 Objective**

The Department of Administrative Services working in conjunction with the Department of Corrections is issuing this RFP for diagnostic lab services. The resulting Contract will be available to other State Agencies including but not limited to Department of Human Services, Department of Public Service.

The Iowa Department of Corrections requires a single diagnostic lab service contract. The services are currently provided under a contract with Quest Diagnostics (MA #4908D) which is scheduled to end on 11/30/20. Currently, DOC facilities are then individually partnered with Quest Diagnostics for diagnostic lab services. The State requires services of common use to utilize a Master Agreement contract.

The Master Agreement, Contract, is competitively solicited and establishes prices, terms and conditions for the purchase of the good or services of common use. The Master Agreement will be awarded to a single Vendor. It is expected that there will be regularly scheduled site visits by the awarded Vendor's representative (a minimum of once a quarter). In addition, it's expected that Vendor Invoices will provide, at a minimum, the date of service, specimen number, offender name and ID number, test name, CPT#, and test pricing with invoices provided monthly.

Any Software required must be provided and supported by vendor. It is expected that software that must be loaded on PCs at facilities will be Windows 10 or later compatible.

DOC spend on lab fees per year is approximately \$375,000. The Iowa Medical & Classification Center in Coralville, IA will be the primary user of the contract with approximately \$12,000 of usage per month.

The Iowa Department of Corrections has an electronic medical record that was developed by ATG of West Des Moines, IA; the awarded Contractor will be required to download results into this record.

#### **1.5 Background Information**

The Iowa Department of Corrections runs and operates its own medical system. A Health Services Administrator, Medical Director, and Administrator of Nursing oversee the medical, mental health, optometry and dental services at all nine institutions. A staff of physicians, psychiatrist, and mid-level providers all order lab tests.

##### **Iowa Department of Corrections (DOC) (facilities anticipating use of the RFP services):**

Name of facility with approximate number of offenders:

Anamosa State Penitentiary ~ 1,067

Clarinda Correctional Facility ~ 828

Ft. Dodge Correctional Facility ~ 1,300

Correctional Institution for Women ~ 584

Iowa Medical & Classification Center ~ 990

Iowa State Penitentiary ~ 789

Mt. Pleasant Correctional Facility ~ 830  
 North Central Correctional Facility ~ 507  
 Newton Correctional Facility ~ 1,263

Top 30 tests requested by DOC between January – June 2020:

Service name	Total
CBC (DIFF/PLT)	4,565
COMP METAB PNL	2,518
HIV1/2 AG/AB,4 W/RFL	2,358
HEP C AB W/REFL HCV	2,271
RPR(DX)REFL FTA	2,038
CHOLESTEROL, TOTAL	1,992
TRIGLYCERIDES	1,988
HDL-CHOLESTEROL	1,987
HEMOGLOBIN A1C	1,678
BASIC METAB PNL	1,656
TSH	1,387
HEPATIC FUNC PNL	1,297
PRO TIME WITH INR	664
T-4, FREE	420
PSA, TOTAL	410
URINALYSIS, REFLEX	354
HCV RNA BY PCR,QT	347
UA, COMPLETE	326
CYTYC PAP & RVW	231
HEP B SURF AG W/CONF	205
RFL-MICR (INC)	199
CRP	194
RPR MONITOR W/REFL	178
VALPROIC ACID	177
CREATININE RAND (U)	174
MICROALBUMIN RAND UR	168
HPV RNA HR E6/E7 TMA	165
LITHIUM	153
FERRITIN	147
CARBAMAZEPINE, TOTAL	144

Additional Agencies & Facilities that may have interest in use of the Diagnostic Lab Services awarded as a result of this RFP:

**Iowa Department of Human Services (DHS):**

Cherokee Mental Health Institution  
 Glenwood Resource Center  
 Eldora State Training School  
 Woodward Resource Center

**Iowa Veteran's Home (IVH)**

Marshalltown Iowa Veteran's Home

<b>SECTION 2      ADMINISTRATIVE INFORMATION</b>
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**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, Vendors 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. Vendors may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Vendors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Vendor and the State.

**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 Vendor is advised to check the website periodically for Addenda to this RFP, particularly if the Vendor downloaded the RFP from the Internet as the Vendor may not automatically receive addenda. It is the Vendor'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 Vendor submissions, the Agency will issue an addendum to the RFP.

**2.5 Questions, Requests for Clarification, and Suggested Changes**

Vendors are invited to submit written questions and requests for clarifications regarding the RFP. Vendors 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 on or 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, Vendor shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions received from Vendors 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 Vendor 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 Vendors to amend their Proposals in response to the addendum.

## **2.7 Amendment and Withdrawal of Proposal**

The Vendor 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 Vendor and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Vendors 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 and time 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 Vendor.** Vendors sending Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Vendor'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.

Vendors must furnish all information necessary to enable the Agency to evaluate the Proposal. Oral information provided by the Vendor will not be considered part of the Vendor'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 Agency has issued a Notice of Intent to Award a Contract. *See Iowa Code Section 72.3.* However, the names of Vendors who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Vendors 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 Vendor.

## **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 Vendor fails to deliver the Cost Proposal in a separate envelope.

- 2.12.2** The Vendor acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.3** The Vendor'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 Vendor's Proposal limits the rights of the Agency.
- 2.12.5** The Vendor 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 Vendor fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Vendor fails to include Proposal Security, if required.
- 2.12.8** The Vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9** The Vendor 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 Vendor initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.12.11** The Vendor provides misleading or inaccurate responses.
- 2.12.12** The Vendor's Proposal is materially unbalanced.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Vendor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Vendor is a Responsible Vendor.
- 2.12.14** The Vendor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.12.15** The Vendor is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

**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, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Vendors, do not change the meaning or scope of the RFP, or 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 Vendor from full compliance with RFP specifications or other Contract specifications if the Vendor 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 Vendor'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 Vendor, such as the Vendor's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Vendor'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 Vendor 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 Vendor 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 Vendor has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Vendor's Proposal. The Agency will not consider information received from or through Vendor if the information materially alters the content of the Proposal or the type of goods and/or services the Vendor is offering to the Agency. An individual authorized to legally bind the Vendor 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 Vendor. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be public records available for inspection by interested parties, except for information for which Vendor properly requests confidential treatment 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. Vendors 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 Vendor as non-confidential records unless Vendor 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.**

**2.20 Form 22 - Request for Confidentiality**

**FORM 22 MUST BE COMPLETED AND INCLUDED WITH VENDOR'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 BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.**

**2.21 Copyright Permission**

By submitting a Proposal, the Vendor 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 Vendor 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.

**2.22 Release of Claims**

By submitting a Proposal, the Vendor 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 Vendor with pertinent information in this RFP.

**2.23 Vendor Presentations**

Vendors may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Vendor to illustrate the Vendor's Proposal. The presentation shall not materially change the information contained in the Proposal.

**2.24 Evaluation of Proposals Submitted**

Proposals that are timely submitted and are not rejected will be reviewed and evaluated in accordance with Section 6 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Vendor offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Vendor(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State.

**2.25 Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Vendors 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 Vendor 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 Vendor the Agency believes will provide the best value to the State.

**2.26 No Contract Rights until Execution**

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

**2.27 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. Vendors 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.

**2.28 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. Vendors 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.

**2.29 No Minimum Guaranteed**

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

**2.30 Post Solicitation Debriefing**

A debriefing is available to any Vendor who submitted a proposal in response to this RFP. Vendor shall submit a written request for a debriefing to the Issuing Officer via email or other delivery method. All Vendors will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled by the Agency as soon as practicable after the receipt of debriefing request.

**2.31 Appeals**

A Vendor whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to 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 (5) days of the date of the Notice of Intent to Award 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 Vendor.

<b>SECTION 3      FORM AND CONTENT OF PROPOSALS</b>
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**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** Proposal will be electronically submitted through the Vendor Self-Service (VSS) electronic bidding system. One (1) electronic copy of the Technical Proposal and one (1) separate electronic copy of the Cost Proposal shall be timely submitted. When you are ready to submit your Proposal, the link to VSS is:

[https://vss.iowa.gov/webapp/VSS\\_ON/AltSelfService](https://vss.iowa.gov/webapp/VSS_ON/AltSelfService)

Vendor will need to register their company regardless of whether they have already done business with the state of Iowa. There is a Register button on the left-hand side of the VSS screen. Click on that button to start the registration process. If you have any issues with registration, please call the helpdesk at 515-281-6614. If you have done business with the State, you will be given an opportunity to look up your entity during the registration process. It is recommended that you complete the registration process today to ensure you are ready to upload your proposal on or before the due date and time shown on the RFP Cover Sheet.

File size is limited to 10MB when uploading. Vendor will need to break their Proposal into several files if the Proposal exceeds the 10MB threshold. There is no limit on the number of files which can be uploaded. Please make sure the **electronic copy submitted contains all of the required signatures** in the RFP which would include the transmittal letter and Attachments 1-3.

If you are having issues uploading your Proposal files into VSS and the helpdesk is unable to provide assistance, please contact the Issuing Officer via email at [ken.discher@iowa.gov](mailto:ken.discher@iowa.gov).

- 3.1.2** If the Vendor designates any information in its Proposal as confidential pursuant to Section 2, the Vendor must also submit one (1) separate digital 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 Vendor proposes more than one solution to the RFP specifications, each shall be labeled and submitted in a separate Proposal 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. Items listed in Section 3.2 will be considered in the evaluation and scoring of the Technical Proposals:

**3.2.1 Transmittal Letter (Required)**

An individual authorized to legally bind the Vendor shall sign the transmittal letter. The letter shall include the Vendor's mailing address, electronic mail address, fax number, and telephone number.

**3.2.2 Table of Contents**

The Vendor shall include a table of contents of its Proposal and submit the check list of submittals per Attachment #4.

**3.2.3 Executive Summary**

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

**3.2.3.1** Statements that demonstrate that the Vendor has read, understands and agrees with the terms and conditions of the RFP including the Contract provisions in Section 6.

**3.2.3.2** An overview of the Vendor's plans for complying with the specifications of this RFP.

**3.2.3.3** Any other summary information the Vendor deems to be pertinent.

**3.2.4 Mandatory Specifications and Scored Technical Specifications**

The Vendor 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, Vendor 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 Vendor cannot satisfy. If the Vendor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

**3.2.5 Vendor Background Information**

The Vendor shall provide the following general background information:

**3.2.5.1** Does your state have a preference for instate vendors? Yes or No. (Example: Providing to an in-state vendor a % advantage/discount off their cost proposal.) If yes, please include the details of the preference.

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

**3.2.5.3** Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company.

**3.2.5.4** State of incorporation, state of formation, or state of organization.

- 3.2.5.5** The location(s) including address and telephone numbers of the offices and other facilities that relate to the Vendor's performance under the terms of this RFP.
- 3.2.5.6** Number of employees.
- 3.2.5.7** Type of business.
- 3.2.5.8** Name, address and telephone number of the Vendor's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.5.9** Name, address and telephone number of the Vendor's representative to contact regarding scheduling and other arrangements.
- 3.2.5.10** Name, contact information and qualifications of any subcontractors who will be involved with this project the Vendor proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 3.2.5.11** Vendor's accounting firm.
- 3.2.5.12** The successful Vendor 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>

**3.2.6 Termination, Litigation, Debarment**

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

- 3.2.6.1** Has the Vendor had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- 3.2.6.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Vendor under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- 3.2.6.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice or activity.
- 3.2.6.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Vendor or its officers have been a party.
- 3.2.6.5** Any irregularities discovered in any of the accounts maintained by the Vendor on behalf of others. Describe the circumstances and disposition of the irregularities.



Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Vendor. Vendor shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Vendor, following execution of the Contract.

**3.2.7 Criminal History and Background Investigation**

The Vendor hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Vendor, 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, Vendor 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, including any End User License Agreements or other such Terms and Conditions document Vendor may seek to propose as additional or substitute terms and conditions. If the Vendor 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 Vendor's exceptions or responses materially alter the RFP, or if the Vendor 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 Vendor shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Vendor shall make the certifications included in Attachment #1.

**3.2.10 Authorization to Release Information**

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

**3.2.11 Firm Proposal Terms**

The Vendor 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 for the number days indicated on the RFP cover sheet following the deadline for submitting Proposals.

**3.2.12 Request for Confidentiality**

The Vendor must sign and submit with the Proposal the document included as Attachment #3 Form 22 – Request for Confidentiality.

**3.3 Cost Proposal (Separate document within RFP posting from this RFP document)**

The Vendor shall provide its Cost Proposal in a separate digital document for the proposed goods and/or services.

**3.3.1 Vendor Discounts**

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

**3.3.1.1 Prompt Payment Discount**

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

**3.3.1.2 Cash Discount**

The State may consider cash discounts when scoring Cost Proposals.

## SECTION 4 SPECIFICATIONS

### Overview

The successful Vendor shall provide the goods and/or services to the State using the Contract in accordance with the specifications as provided in this Section. The Vendor 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, Vendor 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 Vendor. Proposals must identify any deviations from the specifications of this RFP or specifications the Vendor cannot satisfy. If the Vendor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

### 4.1 Mandatory (Pass/Fail) Specifications

All items listed in this section are Mandatory (Pass/Fail) Specifications. Vendors must mark either “yes” or “no” to each specification in their Proposals. By indicating “yes” a Vendor agrees that it shall comply with that specification throughout the full term of the Contract, if the Vendor is successful. In addition, if specified by the specifications or if the context otherwise requires, the Vendor shall provide references and/or supportive materials to verify the Vendor’s compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Vendor demonstrate the Vendor will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Vendor will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal. Vendors may partner with other companies in order to meet these mandatory specifications. Vendors that decide to partner shall provide information about each such company including background, experience and expertise which helps meet the mandatory specifications. Vendors are responsible to assure that all work done by a partner company meets the requirements of the RFP and the resulting agreement with the State. **Vendor must be able to meet the specifications of EACH Mandatory Specification in this section or the Lead Agency may reject the Proposal.**

**4.1.1** Vendor must be CLIA accredited and maintain accreditation. Lab must be compliant and certified by the Center for Medicare and Medicaid Services (CMS), FDA, and DOT.

**4.1.2** Vendor must agree to abide by HIPPA laws and standards.

**4.1.3** Vendor must agree to and be able to return test results electronically within 24 hours. The data transfer must be in the HL7 Version 3 to enable download to electronic medical record’s software (ICON Medical), with an option to print via website, and phone calls to facility for urgent or extreme abnormality results from a test. (Any costs associated with developing and successfully implementing a satisfactory interchange of their software to the ICON Medical systems will be the SOLE responsibility of the prospective Vendor. For additional information about the specifications and requirements that may be needed for such an interchange Vendors may contact ATG, the vendor that provides the ICON Medical system. Any contact with ATG must be limited to information ONLY about the interchanges and should not involve discussion about any other aspect of ATG’s services to the State including anything else related to this RFP. ATG contacts: [Kate.Kempers@a-t-g.com](mailto:Kate.Kempers@a-t-g.com); [Mike.Last@a-t-g.com](mailto:Mike.Last@a-t-g.com))

- 4.1.4** Security Requirements:
- 4.1.4.1** Compliance: The Vendor must, at a minimum, comply where applicable with the following security and privacy requirements\standards:
    - i. Iowa Code 715c. <http://coolice.legis.iowa.gov/coolice/default.asp?category=billinfo&service=iowacode&ga=83&input=715C>
    - ii. State of Iowa Enterprise Information Security Standards: [http://das.ite.iowa.gov/standards/enterprise\\_it/index.html](http://das.ite.iowa.gov/standards/enterprise_it/index.html).
    - iii. Health Insurance Portability and Accountability Act (HIPAA) of 1996 (P.L.104-191): 45 CFR Part 160, 45 CFR Part 162, and 45 CFR Part 164.
    - iv. Health Information Technology for Economic and Clinical Health Act (HITECH Act); Enacted under ARA (Pub.L. 111-5).
  - 4.1.4.2** Data Transmission: The Vendor agrees that all electronic transmission or exchange of lab results data with the State of Iowa and\or any other parties over public networks must use a minimum of 256 bit encryption.
  - 4.1.4.3** Data Location: The Vendor agrees that all State of Iowa lab results data shall remain in the continental United States at all times.
  - 4.1.4.4** Website: Vendor website(s) used to order lab tests or provide access to lab test results shall meet the requirements of the Enterprise Web Application Security Standard: [http://das.ite.iowa.gov/standards/documents/20100607\\_Web\\_Application\\_Security\\_Standard.pdf](http://das.ite.iowa.gov/standards/documents/20100607_Web_Application_Security_Standard.pdf)
  - 4.1.4.5** Software: Vendor agrees to provide security updates to software needed to order lab tests or access lab test results to address security vulnerabilities identified in the software.
  - 4.1.4.6** Reporting: The Vendor shall notify the State of Iowa within twenty-four (24) hours after determination of a data breach involving State of Iowa lab test results data. The State shall be notified of the root cause and the appropriate corrective actions taken.
  - 4.1.4.7** Notification: The Vendor shall accept responsibility for all data breaches including notification of affected parties.
- 4.1.5** Equipment – identify necessary equipment to provide the proposed diagnostic lab services pursuant to the scope of work, i.e., centrifuge, all lab specimen supplies, biohazard containers, vacutainers, needles, etc.
- 4.1.5.1** Provide a listing of vendor-supplied equipment.
  - 4.1.5.2** Provide a listing of equipment agency is expected to supply.
- 4.1.6** Consumables – identify necessary consumables to provide the proposed diagnostic lab services pursuant to the scope of work, i.e. supplies needed to draw, prepare, and ship lab test to vendor; to include but not limited to, paper, labels, transport bags, test tubes, culture tubes, PAP kits, needles, printer cartridges, requisition forms.
- 4.1.6.1** Provide a listing of vendor-supplied consumables.
  - 4.1.6.2** Provide a listing of consumables agency is expected to supply.
- 4.1.7** Vendor agrees to provide courier for daily pick up by vendor (M-Friday) for all facilities using the contract. This includes the (9) DOC facilities listed in the RFP Sec. 1.5.
- 4.1.8** Vendor must agree to provide a toll-free number with 24-hour availability.

## **4.2 Scored Technical Specifications**

All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the evaluation committee in accordance with Section 5. For each specification within Section 4.2, Vendors shall provide a short narrative and give examples pertaining to how they will meet the specification. Where helpful, Vendors are encouraged to include screen capture images, use case diagrams, swim lane diagrams, and business process diagrams to illustrate how the Vendor proposed solution meets a specific specification.

**4.2.1** Methodology of testing - Testing must result in similar test results of current patients. Explain Vendor's testing methodology.

**4.2.1.1** Provide methodology for viral load.

**4.2.2** Provide an explanation of plans for training of staff as needed by each facility, both for initial training as well as ongoing training.

**4.2.3** Explain your back-up method(s) for data transfers.

**4.2.4** Provide Vendor's proposed plan and process to provide the diagnostic lab services needed (Execution of Contract Plan). Execution of service start date/time must be during the lowest operating time periods.

### **4.2.5 Experience**

The Vendor should provide the following information regarding its experience:

**4.2.5.1** Number of years in business.

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

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

**4.2.5.4** A list of all goods and/or services similar to those sought by this RFP that the Vendor has provided to other businesses or governmental entities.

**4.2.5.5** Contact information from three (3) or more previous customers or clients knowledgeable of the Vendor's performance in providing services similar to the services described in this RFP. Include contact name, address, phone, and email address & a brief description of the work Vendor did for the reference. State expects to contact references.

<b>SECTION 5      EVALUATION AND SELECTION</b>
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**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 Vendor offering the lowest cost to the Agency. Instead, the Agency will award to the Vendor 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 Technical 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 first be reviewed to determine if they comply with the Mandatory Specifications. The Technical Proposals will then be evaluated and scored on the Scored Technical Specifications described in Section 4.2. To be deemed a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of Section 4.1 and include supportive materials as required to demonstrate the Vendor will be able to comply with the Mandatory (Pass/Fail) Specifications in that section and
- Receive a score on the Section 4.2 Scored Technical Specifications

An addendum identifying the points assigned to the Scored Technical Specifications and the Cost Proposal will be posted prior to the RFP closing date and time.

**5.4 Cost Proposal Scoring**

The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any demonstrations/presentations. Only prospective Vendors who obtain a score for their Technical Proposal will be considered during the cost evaluation phase of the review process. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

To assist the Agency in evaluating, Cost Proposals may be evaluated and points awarded as follows:

- 1) The Cost Proposals will be ranked from least to most expensive.
- 2) The least expensive Cost Proposal shall receive the maximum number of points available.
- 3) To determine the number of points to be awarded to all other Cost Proposals, the least expensive Cost Proposal will be used in all cases as the numerator. Each of the other Cost Proposals will be used as the denominator per the example below.
- 4) The percentage will then be multiplied by the maximum number of available points and the resulting number will be the cost points awarded to other compliant Vendors. Percentages and points will be rounded to the nearest whole value.

**Example:**

**Vendor A quotes \$35,000, Vendor B quotes \$45,000, and Vendor C quotes \$65,000.**

Vendor A:  $\frac{\$35,000}{\$35,000}$  = receives 100% of available points on cost.

Vendor B:  $\frac{\$35,000}{\$45,000}$  = receives 78% of available points on cost.

Vendor C:  $\frac{\$35,000}{\$65,000}$  = receives 54% of available points on cost.

**5.5 Total Score**

The compliant Vendor's Technical Proposal points will be added to its Cost Proposal points to obtain the total points awarded for the Proposal.

**5.6 Tied Score and Preferences**

- 5.6.1** An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Vendors who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.
- 5.6.2** Notwithstanding the foregoing, if a tied score involves an Iowa-based Vendor or products produced within the State of Iowa and a Vendor based or products produced outside the State of Iowa, the Iowa Vendor will receive preference. If a tied score involves one or more Iowa Vendors and one or more Vendors outside the state of Iowa, a drawing will be held among the Iowa Vendors only.
- 5.6.3** In the event of a tied score between Iowa Vendors, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Vendors have complied with ESGR standards. Preference, in the case of a tied score, shall be given to Iowa Vendors complying with ESGR standards.
- 5.6.4** Second preference in tied scores will be given to Vendors based in the United States or products produced in the United States over Vendors based or products produced outside the United States.
- 5.6.5** Preferences required by applicable statute or rule shall also be applied, where appropriate.

## SECTION 6 CONTRACTUAL TERMS AND CONDITIONS

### 6.1 Contractual 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 by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the General Terms and Conditions for Services (see link on page one), the offer of the successful Vendor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Vendor to the provisions or terms and conditions of the RFP or the Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Vendor's objection or amendment in writing.

The Contract terms and conditions in this Section 6, the General Terms and Conditions for Services to the extent referenced and linked to on the RFP cover page, and/or any Terms and Conditions attached to and accompanying this RFP as an attachment hereto, will be incorporated into the Contract. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Vendors to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Vendor.

By submitting a Proposal, Vendor acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions for Services without change except as otherwise expressly stated in its Proposal. If the Vendor 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 Terms and Conditions language it proposes to include in place of the provision (Vendor may use Attachment #5 to state exceptions, if applicable). If Vendor's exceptions or proposed responses materially alter the RFP, or if the Vendor 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 will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the RFP or Terms and Conditions by Contractor. Once a Proposal has been identified as the one for which an Award recommendation has been made, but prior to notifying Vendors of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the RFP or Terms and Conditions identified in that Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Vendor or to negotiate Contract terms with the successful Vendor if the best interests of the State would be served. As such, if any proposed modifications are not determined to be in the best interests of the State, or appear to pose a substantial impediment to reaching agreement, the Agency may, in its sole discretion:

- 6.1.1** Issue a Notice of Intent to Award in favor of the successful Vendor, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Vendor in its Proposal;
- 6.1.2** Issue a Notice of Intent to Award in favor of the successful Vendor, and identify in the Notice proposed modifications to terms and conditions identified by the Vendor in its Proposal with which the agency will or will not agree or further negotiate;



**6.1.3** Enter open-ended negotiations with the successful Vendor; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Vendor in its Proposal;

**6.1.4** Change the Agency's recommendation for Award and issue a Notice of Intent to Award to a Vendor whose proposal does not pose as great of a challenge to the Agency.

Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the State. Only those proposed modifications identified in the Notice of Intent to Award issued by the Agency as terms and conditions with which the agency will or will not agree or further negotiate shall be part of the Contract, and the State may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a final Contract between the parties. By executing and submitting its Proposal in response to this RFP, Vendor understands and agrees that the State may exercise its discretion not to consider any or all proposed modifications Vendor may request and may accept Vendor's proposal under the terms and conditions of this RFP and the General Terms and Conditions for Services.

**6.2 Contractual Terms and Conditions – No Material Changes/Non-Negotiable**

Notwithstanding anything in this RFP to the contrary, Vendor may not take exception to or propose including language in any resulting contract that conflicts with or is otherwise inconsistent with the following:

**6.2.1 Indemnification**

Without specific authority to do so, the State, or agencies, cannot enter into agreements indemnifying Vendors, or any other entity, against third-party claims. A clause that intends to seek indemnification from the State, whether or not the clause contains the words "indemnity" or "indemnify," are not clauses to which the State may agree. The State will not agree to clause that includes the language "to the extent permitted by law" because, as explained, the State cannot indemnify Vendors to any extent.

**6.2.2 Limitation of Liability**

Iowa Code section 8A.311(22) and 11 Iowa Admin. Code Chapter 120 establish the rules to allow for the State to agree to a contractual limitation of vendor liability clause in limited circumstances. Any request by Vendor for the State to limit damages not in accordance with Iowa law or administrative rules is a request with which the State cannot agree.

**6.2.3 Jurisdiction and Venue**

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State's attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General's authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in

another state, and cannot agree to participate in any form of alternative dispute resolution.

#### **6.2.4 Confidentiality**

All Iowa state agencies are subject to Iowa public records laws. The State cannot agree to contractual terms that attempt to prevent it from disclosing or disseminating records that constitute public records under Iowa Code chapter 22.

#### **6.2.5 Unliquidated Expenses (i.e., Attorney Fees, Add-ons, or Cost Increases)**

The State may not agree to clauses which may obligate it to pay for claims that might exceed its current funding appropriation. The State may only obligate those funds that have been appropriated to it by the Iowa Legislative Assembly and may only obligate those funds for the purposes for which the funds were appropriated.

### **6.3 Special Terms and Conditions**

#### **6.3.1 Term Length**

The Contract is expected to have an initial term of two (2) years, beginning on the date of contract execution (the “**Effective Date**”). At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for four (4) additional one-year terms, not to exceed a total contract term of six (6) years. The State will give the Vendor written notice of its intent whether to exercise each option no later than approximately sixty 60 days before the end of the Contract’s then-current term.

#### **6.3.2 Payment Terms**

##### **6.3.2.1 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 may be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Vendors shall indicate in their Cost Proposals all of the payment methods they will accept. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

##### **6.3.2.2 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)**

The State of Iowa may make 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\\_aut\\_horization\\_form.pdf](https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_aut_horization_form.pdf)

##### **6.3.2.3 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.

**6.3.2.4 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 Vendor uses the Pcard or EAP payment methods. Pcard-accepting Vendors must abide by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 7.7 of the RFP. Vendors must provide a statement regarding their ability to meet the requirements in this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

**6.3.2.5 Terms and Conditions for State of Iowa Purchasing Cards**

The State of Iowa shall pay awarded Contractor's invoices using its Purchasing Card Program (Pcard) whenever possible. The Pcard is a VISA credit card issued by U.S. Bank to allow authorized employees to make purchases on behalf of the State. It is a faster, more convenient alternative to traditional invoicing and remittance processing, allowing US Bank to pay the Contractor directly, generally within 48 hours of the transaction. Contractor shall comply with security measures for Pcard payments including:

**6.3.2.5.1** Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;

**6.3.2.5.2** Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;

**6.3.2.5.3** Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);

**6.3.2.5.4** Contractor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;

**6.3.2.5.5** Contractor shall confirm that the name of purchaser matches the name on the card;

**6.3.2.5.6** Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;

**6.3.2.5.7** Contractor shall shred any documentation with credit card numbers.

**6.3.2.6 Payment Terms**

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

**6.3.2.7 Vendor Discounts**

Vendors shall state in their Cost Proposals whether they offer any payment discounts.

**6.3.2.8 Prompt Payment Discount**

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

**6.3.2.9 Invoices**

Any invoices submitted must comply with applicable rules concerning payment of claims, including but not limited to those set forth at Iowa Administrative Code chapter 11—41.

**6.3.3 Insurance**

The Contract will require the successful Vendor to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million  \$1 million \$1 million \$1 million
Cyber Liability / Network Security	Each Occurrence Aggregate	\$5 million \$5 million
Workers Compensation and Employer Liability	As required by Iowa law	As required by Iowa law

Acceptance of the insurance certificates by the Department shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

### **6.3.5 Quarterly Report**

The Contractor shall provide an electronic detailed quarterly report on all sales made under this agreement within the State of Iowa via E-Mail to the Iowa Department of Administrative Services, Central Procurement, Attn: Issuing Officer Name, e-Mail Address. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the total \$ of sales, categorized by agency and facility, and the total # of lab tests processed for each agency and facility. Vendor proposals must include a sample report and a description of the reporting that will be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

### **6.3.6 Administrative Fee**

Without affecting the approved God or Service prices or discounts specified in the Master Agreement, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the State, made payable to the "Iowa Department of Administrative Services – Central Procurement."

## **6.4 Order of Precedence**

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) under a subsection with a heading entitled Special Terms & Conditions; (2) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the RFP cover page the Contract; (3) if neither the General Terms and Conditions for Service Contracts or Goods Contracts are linked to on the RFP cover page, any terms and conditions attached to and accompanying this RFP as attachment 5 (Terms and Conditions); and (4) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) set forth under a subsection with a title other than Special Terms & Conditions.

**Attachment # 1**  
**Certification Letter**

**Alterations to this document are prohibited, see section 2.12.14.**

[Date]

**Issuing Officer Name: Ken Discher**  
**Agency: Dept. of Administrative Services**  
**Agency Address: Department of Administrative Services**  
**Central Procurement and Fleet Services Enterprise**  
**Hoover Bldg. – Level 3**  
**1305 E Walnut St**  
**Des Moines IA 50319**

Re: RFP1221005003 - PROPOSAL CERTIFICATIONS

Dear Ken Discher:

I certify that the contents of the Proposal submitted on behalf of **[Name of Vendor]**\_\_\_\_\_ (Vendor) in response to **Agency** for **RFP1221005003** for **Diagnostic Lab Services** are true and accurate. I also certify that Vendor has not knowingly made any false statements in its Proposal.

**Certification of Independence**

I certify that I am a representative of Vendor expressly authorized to make the following certifications in behalf of Vendor. By submitting a Proposal in response to the RFP, I certify in behalf of the Vendor 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 Vendor 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 Vendor to induce any other Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendors 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 Vendor certifies the following: (check the applicable box)

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

Vendor also acknowledges that the Agency may declare the Vendor’s Proposal or resulting contract void if the above certification is false. The Vendor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition 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 2.12.14.**

[Date]

**Issuing Officer Name: Ken Discher**  
**Agency: Dept. of Administrative Services**  
**Agency Address: Department of Administrative Services**  
**Central Procurement and Fleet Services Enterprise**  
**Hoover Bldg. – Level 3**  
**1305 E Walnut St**  
**Des Moines IA 50319**

Re: RFP1221005003 - AUTHORIZATION TO RELEASE INFORMATION

Dear Ken Discher:

**[Name of Vendor]**\_\_\_\_\_ **(Vendor)** hereby authorizes the **Agency** ("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 Vendor in response to **RFP1221005003 for Diagnostic Lab Services.**

The Vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Vendor 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 Vendor is willing to take that risk.

The Vendor 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 Vendor in response to the RFP.

The Vendor 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 Vendor's Proposal submitted in response to RFP.

The Vendor 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 Vendor's Proposal. The Vendor 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 Vendor 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 Vendor 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**  
**SUBMISSION OF THIS FORM 22 IS REQUIRED**

**THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. THIS 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 TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.**

**1. Confidential Treatment Is Not Requested**

A Vendor not requesting confidential treatment of information contained in its Proposal shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Proposal.

**2. Confidential Treatment of Information is Requested**

A Vendor requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Vendor 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 Vendor: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information 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 Vendor to respond to inquiries by the Agency concerning the confidential status of such information.

**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 information must be excised in such a way as to allow the public to determine the general nature of the information 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. Vendors may not request confidential treatment with respect to pricing information and transmittal letters. A Vendor’s request for confidentiality that does not comply with this form or a Vendor’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Vendor’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 Vendor has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Vendor shall, at its sole expense, appear in such action and defend its request for confidentiality. If Vendor fails to do so, Agency may release the information or material with or without providing advance notice to Vendor and with or without affording Vendor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Vendor fails to comply with the request process set forth herein, if Vendor’s request for confidentiality is unreasonable, or if Vendor rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Vendor and with or without affording Vendor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

**Part 1 – No Confidential Information Provided**

**Confidential Treatment Is Not Requested**

Vendor acknowledges that proposal response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this proposal response.

This Form must be signed by the individual who signed the Vendor’s Proposal. The Vendor shall place this Form completed and signed in its Proposal.

- ***Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.***

_____	_____	_____
Company	RFP Number	RFP Title
_____	_____	_____
Signature (required)	Title	Date

*(Proceed to the next page only if Confidential Treatment is requested.)*

**Part 2 - Confidential Treatment is Requested**

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

**NOTE:**

- ***Completion of this Form is the sole means of requesting confidential treatment.***
- ***A VENDOR MAY NOT REQUEST PRICING INFORMATION IN PROPOSALS BE HELD IN CONFIDENCE.***

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

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

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

This Form must be signed by the individual who signed the Vendor’s Proposal. The Vendor shall place this Form completed and signed in its Proposal. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

- ***If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Vendor’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. If signing this Part 2, do not complete Part 1.***

\_\_\_\_\_  
Company

\_\_\_\_\_  
RFP Number

\_\_\_\_\_  
RFP Title

\_\_\_\_\_  
Signature (required)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment #4  
Response Check List**

RFP REFERENCE SECTION & DESCRIPTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
3. One (1) Digital copy of the Vendor Proposal			
3. One SEPARATE Digital Copy of the Cost Proposal			
3. One (1) separate Digital Public Copy with Confidential Information Excised (IF applicable)			
3. Transmittal Letter (signed)			
3. Executive Summary			
3. Vendor Background Information			
3. Termination, Litigation, Debarment			
3. Criminal History and Background Investigation			
3. Acceptance of Terms and Conditions			
3. Completed Certification Letter (Attachment #1) (required)			
3. Completed Authorization to Release Information (Attachment #2) (required)			
3. Firm Proposal Terms			
4. Completed Mandatory (Pass/Fail) Specifications (required)			
4. Completed Scored Technical Specifications (required)			
2. Completed Form 22 – Request for Confidentiality (Attachment #3) (required)			

**Attachment #5**  
**Exceptions to Terms and Conditions**

Proposed exceptions should be listed in this attachment of Vendor’s proposal. Any proposed exceptions should be in a table similar to the one below:

<b>Section #</b>	<b>Original Text Referenced</b>	<b>Proposed Language</b>	<b>Reason for Exception</b>