

IOWA DEPARTMENT OF HUMAN SERVICES

INFORMAL COMPETITIVE SOLICITATION

PEST CONTROL SERVICES

GL-24-001

# *Introduction.*

The Department of Human Services (“Agency”) is soliciting Bid Proposals in accordance with the informal competitive procedures in 11 Iowa Administrative Code chapter 118. The purpose of this procurement is the Glenwood Resource Center (the Agency) is seeking a Pest Control Contractor (Service Provider) to provide pest control services on the Agency campus. The Agency anticipates that the term of any resulting contract will be one year beginning on July 1, 2023 and ending June 30, 2024.

Service Providers interested in providing these services should submit proposals to the Glenwood Resource Center, 711 South Vine, Glenwood, IA 51534, no later than 2:00 p.m. (local time), May 1, 2023. Any proposal received after this deadline will be rejected and returned to the Service Provider.

In order to respond to this Solicitation, complete and return the pages at the end of this document titled Bidder’s Proposal in Response to Informal Solicitation.

# *Duration of Contract.*

The Agency anticipates executing a contract that will have one (1) year contract term.

Procurement Timetable

There are no exceptions to any deadlines for the Bidder; however, the Agency reserves the right to change the dates. Times provided are in Central Time.

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| **Event** | **Date** |
| Agency Issues Notice of the Informal Solicitation to Targeted Small Business Website (48 hours): | **April 4, 2023** |
| Agency Issues Informal Solicitation | **April 6, 2023** |
| Bidders’ Conference Will Be Held on the Following Date and Time | **April 18, 2023** |
| Bidder Written Questions Due By | **April 20, 2023** |
| Agency Responses to Questions Issued By | **April 25, 2023** |
| **Bidder Proposals and any Amendments to Proposals Due By** | **May1, 2023** |
| Agency Announces Apparent Successful Bidder/Notice of Intent to Award | **May12, 2023** |
| Contract Negotiations and Execution of the Contract Completed | **June12, 2023** |
| Anticipated Start Date for the Provision of Services | **July 1, 2023** |

Section 1 Background and Scope of Work

* 1. Background.

1.2 Informal Solicitation General Definitions.

When appearing as capitalized terms in this solicitation, including attachments, the following quoted terms (and the plural thereof, when appropriate) have the meanings set forth in this section.

***“Agency”*** means the Department of Human Services. Effective July 1, 2022, through July 1, 2023, the Iowa Department of Human Services (DHS) and the Iowa Department of Public Health (IDPH) shall be in a transition period as the agencies develop and implement transition plans to merge the agencies and become a new state agency, the Iowa Department of Health and Human Services (DHHS).  For purposes of this Contract throughout the transition period, “Agency” or “Department” means either DHS or DHHS.  Throughout the transition period, DHS and DHHS shall have and may exercise all legal powers and duties of DHS, including executing all contractual rights and obligations.

Effective July 1, 2023, the Iowa Department of Human Services (DHS) and the Iowa Department of Public Health shall merge and become the Iowa Department of Health and Human Services (DHHS).  For purposes of this Contract on and after July 1, 2023, “Agency” or “Department” means DHHS.  On and after July 1, 2023, DHHS shall have and may exercise all legal powers and duties of the former DHS, including executing all contractual rights and obligations.

***“Bid Proposal”*** or ***“Proposal”*** means the Bidder’s proposal submitted in response to this informal solicitation.

***“Bidder”*** means the entity that submits a Bid Proposal in response to this informal solicitation.

***“Contractor”*** means the Bidder who enters into a Contract with the Agency as a result of this solicitation.

***“Deliverables”*** means all of the services, goods, products, work, work product, data (including data collected on behalf of the Agency), items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with any contract resulting from this informal solicitation.

***“Invoice”*** means a Contractor’s claim for payment. At the Agency’s discretion, claims may be submitted on an original invoice from the Contractor or may be submitted on a claim form accepted by the Agency, such as a General Accounting Expenditure (GAX) form.

***Definitions Specific to this Informal Solicitation.***

When appearing as capitalized terms in this solicitation, including attachments, the following quoted terms (and the plural thereof, when appropriate) have the meanings set forth in this section.

***1.3 Scope of Work.***

**1.3.1 Deliverables.**

The Contractor shall provide the following:

Pest Control Services on the Agency campus consisting of the following.

* 22 multi-story buildings
* 37 residential cottages
* 11 residential rental units
* 28 primary out buildings
* 5 maintenance service buildings
* Additional areas will be services upon request
* Additional rooms can be inspected upon request for additional service fee

Such services shall include, but are not limited to, the following:

The services will be for the complete control of:

* all rodents (rats, mice, etc)
* all insects (such as bees, wasps, ants, cockroaches of all species)
* all species of spiders, bedbugs, silverfish, water bugs, and fleas
* clover mites (ctenocephalus), and mysterious paper mites (bryobiapraetiosa)
* crickets (acheta domesticus)
* earwig (forficularia) all species that are common to this region
* flies when the quantities reach a nuisance condition
* sow bugs (porcellio)
* fleas
* Bird and or termite eradication upon special request, areas specifically designated and mutually agreed upon in advance
* exterior control for mosquitoes and Asian beetles on an as needed basis to be scheduled by the Agency staff.

The word "control" is defined as the periodic eradication of existing infestations and the prevention or limitation of infestation within practical limits.

All food preparation, service and storage areas; kitchens, dining rooms, butcher shops, shower rooms, linen closets, laundry rooms and buildings, offices, shops, crawl spaces, elevators, loading platforms, and all buildings belonging to the institution normally occupied by humans or animals." No pest control materials shall be allowed to contact any food, utensils, or air-conditioning inlets so as to contaminate food, water or render an area untenable. Any chemicals used in food service areas must be USDA approved for use in food operations. See attached sheet for all the buildings and square footage. It is required that the successful vendor set up a time with the Food Service Director for the best time to treat the kitchen area.

The State of Iowa is becoming increasingly concerned with potential exposure to harmful chemicals in the workplace and consequently, the State of Iowa requires vendors to incorporate Integrated Pest Management (IPM) procedures and that the use of Green products be used for the control of pests where applicable. As a result of IPM and the use of Green products where applicable, the following eleven (11) steps shall be integrated to achieve a quality service for each facility.

1. Pest activity found
2. Contributing conditions
3. Non-chemical control techniques
4. Pesticide treatment techniques
5. Education
6. Administrative support
7. Sanitation
8. Exclusions
9. Mechanical controls
10. Logbooks
11. Quality control

BIRD AND TERMITE ERADICATION

Bird and Termite eradication - The vendor shall provide a separate charge for Bird and Termite eradication as asked for. This service shall be considered optional and at the discretion of the facility project manager.

PROJECT MANAGER

The Agency will assign a project manager that the vendor is to coordinate activities through (schedule inspections/ treatment applications) and turn in the log book to. At any time you see potential problem areas, this should be discussed with your project manager to discuss the best possible solution.

QUALIFICATIONS

The successful vendor shall have prior experience in pest control service of large size commercial or institutional facilities. In addition, the successful vendor shall have sufficient qualified personnel, properly trained to satisfactorily meet the requirements of the specifications. All pesticide applicators must be certified with the Iowa Department of Agriculture and Land Stewardship as required by State of Iowa laws and regulations. Proof of certification of technician doing work must be given to project manager at the Agency.

MATERIALS AND EQUIPMENT

The contractor shall furnish all labor, materials and equipment. The application of all materials will be made in compliance with Federal and State regulations and approved label directions, in order to prevent contamination of food or food handling surfaces and furnishings within buildings and on treated property. A list of materials used designating methods of application, areas of the institution where applied and antidote shall be submitted to designated personnel in charge of pest control for the institution after initiating service for the institutions along with the "Material Safety Data Sheets".

EMERGENCY RESPONSE PLAN

A. A list of chemicals to be used and product content statements for each. The product content statement should include Health and Safety Fact Sheets, Toxicity and Health Hazards, Specimen Labels, etc.

B. Material Safety Data Sheets for all products to be used.

C. Qualifications of technicians/applicators, education/training and years of services or in business.

D. Procedures used by technicians to ensure safe chemical application in occupied

areas. Depending on your company policy, this may be a simple statement of procedures in the event of chemical spills, or may be a comprehensive plan, which covers a wide variety of response to potential emergencies, related to chemical use

and application.

E. Response to Occupant's request for information. This section should provide how your technician would respond to individual concerns about product application, exposure, health and safety issues.

SERVICE PROCEDURES

A. Treatments and inspections shall be at the discretion of the Agency. The vendor and the project manager shall designate the day of the week and the time of day that treatments and inspections will take place. The vendor shall contact the project manager or designee in charge of pest control prior to initiating services.

B. Time - Service shall be provided Monday thought Friday from 7:30 AM to 4:00 PM, or when most effective to locate and treat the bugs, with the exception of the dietary areas which shall be treated during periods when the food production is not exposed and within a work schedule acceptable to the Project Manger of each facility. Successful vendor should coordinate the time that is best suited for that Agency and adhere to their schedule.

C. Call Backs - Complaints and extra service requirements between scheduled visits must be handled within twenty-four (24) hours after notification and to be at no additional cost to the Agency. Continuous call backs for service in any building or area and/or unsatisfactory service will be reason to cancel the contract. Project manager will determine if the service is unsatisfactory.

1.3.2 Performance Measures.

The Agency Supervisors will verify services are completed and sign off on invoices and the Contract Manager will review invoices and documentations prior to paying.

**1.3.3 Agency Responsibilities.**

Not Applicable

**1.3.4Contract Payment Methodology.**

Contractor will submit monthly or quarterly invoices for payment of services performed.

Section 2 Basic Information About the Informal Solicitation Process

2.1 Issuing Officer.

The Issuing Officer is the sole point of contact regarding the informal solicitation from the date of issuance until selection of the successful Bidder. The Issuing Officer for this informal solicitation is:

Terri Valquier, Purchasing Agent II

711 S. Vine Street

Glenwood, Ia 51534

tvalqui@dhs.state.ia.us

2.2 Restriction on Bidder Communication.

From the issue date of this informal solicitation until announcement of the successful Bidder, the Issuing Officer is the point of contact. There may be no communication regarding this informal solicitation with any State employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the informal solicitation. This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Contractor and the Agency.

The Issuing Officer will respond only to questions regarding the procurement process. Questions pertaining to the interpretation of this solicitation may be submitted in accordance with the Questions, Requests for Clarification, and Suggested Changes section of this solicitation.

***2.3 Bidders’ Conference.***

A Bidders Conference will be conducted at the Glenwood Resource Center, Environmental Services Office, Bldg. 120, 711 S. Vine, Glenwood, Iowa, on the date and time listed in the Procurement Timetable. Please call 712-525-1381 to confirm attendance. The purpose of the bidders’ conference is to inform prospective bidders about the work to be performed and to provide prospective bidders an opportunity to ask questions regarding the Informal Competitive Solicitation. Verbal discussions at the conference shall not be considered part of the Informal Competitive Solicitation unless incorporated into the Informal Competitive Solicitation by amendment. Questions asked at the conference that cannot be adequately answered during the conference may be deferred and responded to in writing. Attendance at this bidders’ conference is a mandatory requirement.

2.4 Questions, Requests for Clarification, and Suggested Changes

Bidders are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this informal solicitation (hereafter “Questions”) by the due date and time provided in the Procurement Timetable. Bidders are not permitted to include assumptions in their Bid Proposals. Instead, bidders shall address any perceived ambiguity regarding this informal solicitation through the question and answer process. Bidders shall submit questions to the Issuing Officer by email. The Bidder may wish to request confirmation of receipt from the Issuing Officer to ensure delivery. Do not submit questions by mail, shipping service, or hand delivery.

The Agency will provide responses to written questions to bidders who have received the Solicitation or who have contacted the Agency to request a copy of the Agency’s responses. Agency responses may be in electronic format. The Agency assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the

solicitation. In addition, the Agency’s written responses to Questions will not be considered part of the solicitation. If the Agency decides to change the solicitation, the Agency will issue an amendment.

2.5 Submission of Bid Proposal.

Each Bidder is responsible for ensuring that the Issuing Officer receives the Bid Proposal by the time and date specified in the Procurement Timetable at the address provided in the solicitation for the Issuing Officer. The Agency will not waive this mandatory requirement. Any Bid Proposal received after this deadline will be rejected and will not be evaluated.

Bid Proposals are to be submitted in accordance with the Bid Proposal Formatting section of this solicitation. Bid Proposals may not be hand-delivered to the Issuing Officer. Rather, Bid Proposals are to be mailed through the postal service or shipping service.

2.6 Amendment to the Informal Solicitation and Bid Proposal.

Each Bidder is responsible for ensuring that the Issuing Officer receives the Bid Proposal and any permitted amendments by the established deadlines at the address provided in the solicitation for the Issuing Officer. Amendments must be received utilizing the same delivery method as set forth in the solicitation for the submission of the original Bid Proposal.

Bidders may amend a previously submitted Bid Proposal at any time before the bid submission date and time. Any such amendment must be in writing and signed by the Bidder. The Bidder shall provide the same number of copies of the amended Bid Proposal as is required for the original Bid Proposal, for both hardcopy and electronic copies, in accordance with the Bidder’s Proposal in Response to Informal Solicitation document.

The Agency reserves the right to amend or provide clarifications to the informal solicitation at any time. Amendments will be provided to the bidders who received the informal solicitation and those who have contacted the Agency about the informal solicitation. If the amendment occurs after the closing date for receipt of Bid Proposals, the Agency may, in its sole discretion, allow bidders to amend their Bid Proposals.

2.7 Withdrawal of Bid Proposal.

The Bidder may withdraw its Bid Proposal prior to the closing date for receipt of Bid Proposals by submitting a written request to withdraw signed by the Bidder, scanned, then emailed to the Issuing Officer. The Bidder should request confirmation of receipt of the email from the Issuing Officer to ensure delivery.

2.8 Costs of Preparing the Bid Proposal.

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

2.9 Rejection of Bid Proposals.

The Agency reserves the right to reject any or all Bid Proposals, in whole and in part, and to cancel this solicitation at any time prior to the execution of a written contract. Issuance of this solicitation in no way constitutes a commitment by the Agency to award or enter into a contract.

2.10 Review of Bid Proposals.

Only bidders that meet the mandatory requirements and are not subject to disqualification will be considered for award of a contract.

2.10.1 Mandatory Requirements.

Bidders must meet these mandatory requirements or will be disqualified and not considered for award of a contract:

* The Issuing Officer must receive the Bid Proposal, and any amendments thereof, prior to or on the due date and time (See Section 2.5).
* The Bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funding by any federal department or agency.
* The Bidder is eligible to submit a bid in accordance with the Bidder Eligibility Requirements of this Solicitation(See Bidder Eligibility Requirements Section).

2.10.2 Reasons Proposals May be Disqualified.

Bidders are expected to follow the specifications set forth in this informal solicitation. However, it is not the Agency’s intent to disqualify Bid Proposals that suffer from correctible flaws. At the same time, it is important to maintain fairness to all bidders in the procurement process. Therefore, the Agency reserves the discretion to permit cure of variances, waive variances, or disqualify Bid Proposals for reasons that include, but may not be limited to, the following:

* Bidder initiates unauthorized contact regarding this informal solicitation with employees other than the Issuing Officer (See Section 2.1);
* Bidder fails, in the Agency’s opinion, to include the content required for this informal solicitation;
* Bidder fails to submit the document titled “Bidder’s Proposal in Response to Informal Solicitation”containing all signatures (See Section 2.5);
* Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See Bidder’s Proposal in Response to Informal Solicitation);
* Bidder includes assumptions in its Bid Proposal (See Section 2.4); or
* Bidder fails to respond to the Agency’s request for clarifications, information, documents, or references that the Agency may make at any point in this process.
* Bidder is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code §12J. This list is maintained by the Iowa Public Employees’ Retirement System. The list is currently found here: [https://ipers.org/investments/restrictions](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fipers.org%2Finvestments%2Frestrictions&data=04%7C01%7Cclindgr%40dhs.state.ia.us%7Cfcd3552ae92b40bb63cd08d92c45b41c%7C8d2c7b4d085a4617853638a76d19b0da%7C1%7C1%7C637589500152528885%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0&sdata=O4vbidy2uv6CeZD8dKZ6YSFZr4xof1GsKvkHC0H2v3U%3D&reserved=0).

The determination of whether or not to disqualify a proposal and not consider it for award of a contract for any of these reasons, or to waive or permit cure of variances in Bid Proposals, is at the sole discretion of the Agency. No bidder shall obtain any right by virtue of the Agency’s election to not exercise that discretion. In the event the Agency waives or permits cure of variances, such waiver or cure will not modify the informal solicitation specifications or excuse the Bidder from full compliance with the informal solicitation specifications or other contract requirements if the Bidder enters into a contract.

2.11 Bid Proposal Clarification Process.

The Agency may request clarifications from Bidders for the purpose of resolving ambiguities or questioning information presented in the Bid Proposals. Clarifications may occur throughout the Bid Proposal evaluation process. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to the Agency within the time stipulated at the occasion of the request.

2.12 Verification of Bid Proposal Contents.

The contents of a Bid Proposal submitted by the Bidder is subject to verification.

2.13 Reference Checks and Information from Other Sources.

The Agency reserves the right to contact any reference to assist in the evaluation of the Bid Proposal, to verify information contained in the Bid Proposal, to discuss the Bidder’s qualifications, and/or to discuss the qualifications of any subcontractor identified in the Bid Proposal.

2.14 Information from Other Sources.

The Agency reserves the right to obtain and consider information from other sources concerning the Bidder, such as the Bidder’s capability and performance under other contracts, and the Bidder’s authority and ability to conduct business in the State of Iowa. Such other sources may include subject matter experts.

By submitting a proposal in response to this informal solicitation, the Bidder authorizes any person or entity, public or private, having any information concerning the Bidder’s background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in this solicitation, to release such information to the Agency.

The Bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Bidder acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Agency or may otherwise hurt its reputation or operations. The Bidder is willing to take that risk. The Bidder agrees to release all persons, entities, the Agency, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

2.15 Criminal History and Background Investigation.

The Agency reserves the right to conduct criminal history checks and background investigations (hereafter, “Investigations”) of the Bidder and the Bidder’s officers, directors, shareholders, partners, and managerial and supervisory personnel involved in the performance of the Contract. The Agency’s right to perform such Investigations also extends to the Bidder’s staff, agents, or subcontractors who may have direct contact with the Agency’s clients or those that may provide services for the Agency’s clients. By submitting its Proposal, the Bidder hereby explicitly authorizes the Agency to conduct such Investigations. These Investigations may include, but may not be limited to: Child Abuse Registry, Dependent Adult Abuse Registry, Sexual Offender Registry Checks, and DCI/FBI Criminal History Record checks for specific categories of persons who may have direct contact with the Agency’s clients or may provide services for the Agency’s clients. Upon the Agency’s request, the Bidder shall fully cooperate with the Agency in obtaining authorizations on Agency forms and any required waivers or releases in a timely manner. The Agency may determine, in its sole discretion, to either not award or not enter into a contract with a bidder, or to terminate a subsequent contract, based on the results of these Investigations.

2.16 Disposition of Bid Proposals.

Opened Bid Proposals become the property of the Agency and will not be returned to the Bidder. Upon issuance of the Notice of Intent to Award, the contents of all Bid Proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code chapter 22 or other applicable law.

2.17 Public Records and Request for Confidential Treatment.

Original information submitted by a bidder may be treated as public information by the Agency following the conclusion of the selection process unless the Bidder properly requests that information be treated as confidential at the time of submitting the Bid Proposal. See the form titled Bidder’s Proposal in Response to Informal Solicitation for the proper method for making such requests. The Agency’s release of information is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a Bid Proposal. The Agency will copy public records as required to comply with public records laws.

The Agency will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code chapter 22 or other applicable law by a court of competent jurisdiction.

In the event the Agency receives a request for information marked confidential, written notice shall be given to the Bidder seventy-two (72) hours prior to the release of the information to allow the Bidder to seek injunctive relief pursuant to Iowa Code § 22.5 or 22.8.

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

2.18 Copyrights.

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. By submitting a Bid Proposal, the Bidder acknowledges that additional copies may be produced and distributed, and represents and warrants that such copying does not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in the Bid Proposals.

2.19 Release of Claims.

By submitting a Bid Proposal, the Bidder agrees that it shall not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided herein or concerning the Agency's failure, negligent or otherwise, to provide the Bidder with pertinent information as intended by this informal solicitation.

2.20 Notice of Intent to Award.

Notice of Intent to Award will be sent to all bidders that submitted a Bid Proposal by the due date and time. The Notice of Intent to Award does not constitute the formation of a contract between the Agency and the apparent successful Bidder.

2.21 Acceptance Period.

The Agency shall make a good faith effort to negotiate and execute the contract. If the apparent successful Bidder fails to negotiate and execute a contract, the Agency may, in its sole discretion, revoke the Notice of Intent to Award and negotiate a contract with another bidder or withdraw the informal solicitation. The Agency further reserves the right to cancel the Notice of Intent to Award at any time prior to the execution of a written contract.

2.22 Review of Notice of Disqualification or Notice of Intent to Award Decision.

Bidders may request reconsideration of either a notice of disqualification or notice of intent to award decision by submitting a written request to the Agency:

Bureau Chief

c/o Bureau of Service Contract Support

Department of Human Services

Hoover State Office Building, 1st Floor

1305 E. Walnut Street

Des Moines, Iowa 50319-0114

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, whichever is earlier. 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 assure delivery of the request for reconsideration by 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 this informal 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 Agency will expeditiously address the request for reconsideration and issue a decision. The Bidder may choose to file an appeal with the Agency within five days of the date of the decision on reconsideration in accordance with Iowa Admin. Code r. 441-7.41 et seq.

2.23 Definition of Contract.

The full execution of a written contract shall constitute the making of a contract for services and no bidder shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the apparent successful Bidder and the Agency.

2.24 Choice of Law and Forum.

This solicitation and the resulting contract are to be governed by the laws of the State of Iowa without giving effect to the conflicts of law provisions thereof. Changes in applicable laws and rules may affect the negotiation and contracting process and the resulting contract. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this informal solicitation shall be brought and maintained in the appropriate Iowa forum.

2.25 Restrictions on Gifts and Activities.

Iowa Code chapter 68B restricts gifts that may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Bidders must determine the applicability of this Chapter to their activities and comply with the requirements. In addition, pursuant to Iowa Code § 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.26 Exclusivity.

Any contract resulting from this informal solicitation shall not be an exclusive contract.

2.27 No Minimum Guaranteed.

The Agency anticipates that the selected Bidder will provide services as requested by the Agency. The Agency does not guarantee that any minimum compensation will be paid to the Bidder or any minimum usage of the Bidder’s services.

2.28 Use of Subcontractors.

The Agency acknowledges that the selected Bidder may contract with third parties for the performance of any of the Contractor’s obligations. The Agency reserves the right to provide prior approval for any subcontractor used to perform services under any contract that may result from this informal solicitation.

2.29 Bidder Continuing Disclosure Requirement.

To the extent that bidders are required to report incidents when responding to this informal solicitation related to founded child or dependent adult abuse, or felony convictions, these matters are subject to continuing disclosure to the Agency. Incidents occurring after submission of a Bid Proposal, and with respect to the successful Bidder after the execution of a contract, shall be disclosed in a timely manner in a written statement to the Agency. For purposes of this subsection, timely means within thirty (30) days from the date of conviction, regardless of appeal rights.

Section 3 Evaluation Of Informal Bid Proposals

3.1 Introduction.

This section describes the evaluation process that will be used to determine which Bid Proposal provides the greatest benefit to the Agency. When making this determination, the Agency will not necessarily award a contract to the Bidder offering the lowest cost to the Agency or to the Bidder with the highest point total. Rather, a contract will be awarded to the Bidder that offers the greatest benefit to the Agency.

3.2 Evaluation Committee.

The Agency intends to conduct a comprehensive, fair, and impartial evaluation of Bid Proposals received in response to this informal solicitation. In making this determination, the Agency will be represented by an evaluation committee.

3.3 Proposal Scoring and Evaluation Criteria.

The evaluation committee will use the method described in this section to assist with initially determining the relative merits of each Bid 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.

**Attachments Specific to This Informal Solicitation**

**Attachment: Sample Contract**

*(These contract terms contained in the Special Terms and General Terms for Services Contracts are not intended to be a complete listing of all contract terms but are provided only to enable bidders to better evaluate the costs associated with the informal solicitation and the potential resulting contract. Bidders should plan on such terms being included in any contract entered into as a result of this informal solicitation. All costs associated with complying with these terms should be included in the Cost Proposal or any pricing quoted by the Bidder.*

*A contract must be signed by all parties before a Contractor could provide any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of a Contractor before a Contract is signed by all parties.)*

***This is a sample form. DO NOT complete and return this attachment.***

**CONTRACT DECLARATIONS AND EXECUTION**

|  |  |
| --- | --- |
| **RFP #** | **Contract #** |
| \*\*\*RFP #\*\*\* | *{To be completed when contract is drafted.}* |

|  |
| --- |
| **Title of Contract** |
| *{To be completed when contract is drafted.}* |

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:

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| **Agency of the State (hereafter “Agency”)** |
| **Name/Principal Address of Agency:**  Iowa Department of Human Services  Des Moines, IA 50319-0114 | | **Agency Billing Contact Name / Address:**  *{To be completed when contract is drafted.}* |
| **Agency Contract Manager (hereafter “Contract Manager” ) /Address (“Notice Address”):**  *{To be completed when contract is drafted.}* | | **Agency Contract Owner (hereafter “Contract Owner”) / Address:**  *{To be completed when contract is drafted.}* |
| Transition Period. Effective July 1, 2022, through July 1, 2023, the Iowa Department of Human Services (DHS) and the Iowa Department of Public Health (IDPH) shall be in a transition period as the agencies develop and implement transition plans to merge the agencies and become a new state agency, the Iowa Department of Health and Human Services (DHHS). For purposes of this Contract throughout the transition period, “Agency” or “Department” means either DHS or DHHS. Throughout the transition period, DHS and DHHS shall have and may exercise all legal powers and duties of DHS, including executing all contractual rights and obligations.  Effective July 1, 2023, the Iowa Department of Human Services (DHS) and the Iowa Department of Public Health shall merge and become the Iowa Department of Health and Human Services (DHHS). For purposes of this Contract on and after July 1, 2023, “Agency” or “Department” means DHHS. On and after July 1, 2023, DHHS shall have and may exercise all legal powers and duties of the former DHS, including executing all contractual rights and obligations. | | |

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| **Contractor: (hereafter “Contractor”)** |
| **Legal Name:** *{To be completed when contract is drafted.}* | | **Contractor’s Principal Address:**  *{To be completed when contract is drafted.}* |
| **Tax ID #:** *{To be completed when contract is drafted.}* | | **Organized under the laws of:** *{To be completed when contract is drafted.}* |
| **Contractor’s Contract Manager Name/Address (“Notice Address”):**  *{To be completed when contract is drafted.}* | | **Contractor**’s **Billing Contact** **Name/Address:**  *{To be completed when contract is drafted.}* |
| **Contract Information** |

|  |  |
| --- | --- |
| **Start Date:** *{To be completed when contract is drafted.}* | **End Date of Base Term of Contract:**  **End Date of Contract:** *{To be completed when contract is drafted.}* |
| **Possible Extension(s):**  *{To be completed when contract is drafted.}* | |
| **Contract Contingent on Approval of Another Agency:** Yes  **Which Agency?** DOM | **ISPO Number:** N/A |
| **Contract Include Sharing SSA Data?** No | **DoIT Number:** N/A |

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| **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.

**SECTION 1: SPECIAL TERMS**

***1.1******Special Terms Definitions.***

*{To be completed when contract is drafted.}*

***1.2 Contract Purpose.***

The purpose of this Contract is to complete a Health Insurance Portability and Accountability Act (HIPAA) designation assessment of the Agency and make recommendations for each program’s status under a hybrid HIPAA model moving foward. Additionally the contrator will provide tehnical assistance in developing an Agency-wide HIPAA policy for a hybrid agency and provide limited technical assistance on implementation of the new policy.

***1.3 Scope of Work.***

**1.3.1 Deliverables.**

The Contractor shall provide the following:

*{To be completed when contract is drafted.}*

**1.3.2 Performance Measures.**

*{To be completed when contract is drafted.}*

**1.3.3 Agency Responsibilities.**

*{To be completed when contract is drafted.}*

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

**1.3.4.1 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:

*{Additional language to be completed when contract is drafted.}*

**1.3.4.2 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 annually; 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.

**1.3.4.3 Problem Reporting.** As stipulated by the Contractor and/or 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. 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.

**1.3.4.4 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.

**1.3.5 Contract Payment Clause.**

**1.3.5.1 Pricing.** In accordance with the payment terms outlined in this section and the Contractor’s completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated as follows:

*{To be completed when contract is drafted.}*

**1.3.5.2 Payment Methodology.**

*{Additional language to be completed when contract is drafted.}*

**1.3.5.3 Timeframes for Regular Submission of Initial and Adjusted Invoices.** The Contractor shall submit an Invoice for services rendered in accordance with this Contract. 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.

**1.3.5.4 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).

**1.3.5.5 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.

**1.3.5.6 Reimbursable Expenses.** Unless otherwise agreed to by the parties in an amendmentto 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:

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| --- | --- | --- |
| **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, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 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:

NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 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.

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

***1.7 Incorporation of General and Contingent Terms.***

**1.7.1 General Terms for Service Contracts (“Section 2”).**  The version of the General Terms for Services Contracts Section posted to the Agency’s website at <https://dhs.iowa.gov/contract-terms> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The General Terms for Service Contracts may be referred to as Section 2.

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

**1.7.2 Contingent Terms for Service Contracts (“Section 3”).** The version of the Contingent Terms for Services Contracts posted to the Agency’s website at <https://dhs.iowa.gov/contract-terms> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The Contingent Terms for Service Contracts may be referred to as Section 3.

All of the terms set forth in the Contingent Terms for Service Contracts apply to this Contract unless indicated otherwise in the table below:

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| --- | --- |
| **Contract Payments include Federal Funds?** *{To be completed when contract is drafted.}*  **The Contractor for federal reporting purposes under this Contract is a:** *{To be completed when contract is drafted.}*  **Office of Child Support Enforcement (“OCSE”) Funded Percentage:** *{To be completed when contract is drafted.}*  **Federal Funds Include Food and Nutrition Service (FNS) funds?** *{To be completed when contract is drafted.}*  **UEI #:** *{To be completed when contract is drafted.}*  **The Name of the Pass-Through Entity:** *{To be completed when contract is drafted.}*  **CFDA #:** *{To be completed when contract is drafted.}*  **Grant Name:** *{To be completed when contract is drafted.}*  **Federal Awarding Agency Name:** *{To be completed when contract is drafted.}* | |
| **Contractor a Business Associate? Yes/No** | **Contractor a Qualified Service Organization? Yes/No** |
| **Contractor subject to Iowa Code Chapter 8F? Yes/No** | **Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)? Yes/No** |

***1.8 Additional Terms.***