

# REQUEST FOR BIDS

## RFB COVER SHEET

### Administrative Information:

<b>RFB Number</b>	005-RFB-2026-2026	<b>Title of RFB</b>	Podiatrist Services for the Iowa Veterans Home		
<b>Agency</b>	Iowa Department of Administrative Services (DAS)				
<b>Initial term of Contract</b>					
<b>Number of years of the initial term of the Contract</b>	1	<b>Number of possible annual extensions</b>	5		
<b>Available to Political Subdivisions?</b>	YES				
<b>State Issuing Officer:</b> Name: Carlos Fuentes, Phone: 515-240-2698 E-mail: <a href="mailto:carlos.fuentes1@iowa.gov">carlos.fuentes1@iowa.gov</a>					
<b>Mailing Address:</b> Iowa Department of Administrative Services Hoover State Office Building, Level 3 1305 East Walnut Street Des Moines, IA 50319-0105					
<b>PROCUREMENT TIMETABLE—Event or Action</b>				<b>Date/Time (Central Time)</b>	
State Posts Notice of RFB on TSB website				August 7, 2025	
State Issues RFB				August 9, 2025	
RFB written questions, requests for clarification, and suggested changes from Bidders due				August 22, 2025 @ 10:00 A.M.	
<b>Bids Due</b>				<b>August 29, 2025 @ 2:00 P.M.</b>	
***NO LATE BIDS WILL BE ACCEPTED***					
<b>Relevant Websites</b>					
Internet website where Addenda to this RFB will be posted <a href="https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=DASlowa">https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=DASlowa</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>					
<b>Firm Bid Terms</b>					
The minimum number of days following the deadline for submitting Bids that the Bidder guarantees all Bid terms, including price, will remain firm is 120 Days.					

# 005-RFB-2026-2026 - Iowa Veterans Home Iowa Licensed Podiatrist

## SECTION 1 - INTRODUCTION

### 1.1 Bidder Instructions

Bidder is to download this document and save to computer. Once saved, type in responses to the required sections and save again. Finally upload the document to IMPACS with your bid. As an option, the Bidder may print, write in responses, scan, and attach response. If this document is not attached to the bid response in IMPACS, the Bidder's bid may be disqualified.

### 1.2 Purpose

The purpose of this Request for Bids (RFB) is to solicit bids from qualified providers to provide the goods and/or services described further in this RFB to the Lead Agency and any Participating Agencies. The Lead Agency intends to award a contract(s) beginning and ending on the dates listed in the IMPACS solicitation, and the Lead Agency may extend the contract(s) for up to the number of annual extensions identified in the IMPACS solicitation at the sole discretion of the Lead Agency. Any contract(s) resulting from the RFB shall not be an exclusive contract.

### 1.3 Request for Bid (RFB) Definitions

**Definitions** – For the purposes of this RFB and the resulting contract, the following terms shall mean:

**“Agency”** means the agency identified in the IMPACS solicitation that is issuing the RFB and any other agency that purchases from the Contract.

**“Alternative Bid”** means a response to a bid that does not meet the exact requirements of the specification but offers an alternative for consideration. An alternative bid is submitted with an intentional variation to a provision, specification, term or condition of the solicitation. This alternative, in the opinion of the bidder, achieves the same end result. Alternative bids may be rejected as non-responsive.

**“Bid”** means the Bidder's bid submitted in response to the RFB.

**“Bidder”** means a vendor submitting a bid in response to this RFB.

**“Contract”** means the contract(s) entered into with the successful Bidder(s).

**“Lead Agency”** means the agency facilitating the procurement and establishing the Contract.

**“Participating Agency”** means the agency utilizing the established contract.

**“Political Subdivisions”** means cities, counties, and educational institutions.

**“Responsible Bidder”** means a Bidder that has the capability in all respects to perform the requirements of the Contract. In determining whether a Bidder is a Responsible Bidder, the Agency may consider various factors including, but not limited to, the Bidder's competence and

qualifications to provide the goods or services requested, the Bidder's integrity and reliability, the past performance of the Bidder relative to the quality of the goods or services offered by the Bidder and the best interest of the Agency and the State.

**"Responsive Bid"** means a Bid that complies with each of the provisions of this RFB, or is either an alternative bid or a bid with an exception, if accepted by the Agency.

**"RFB"** means this Request for Bids and any addenda hereto.

**"State"** means the State of Iowa, the Agency identified in the IMPACS solicitation, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFB.

- 1.4 Contract Term:** The term of the contract will begin September 1, 2025 and end on August 31, 2026. The Agency shall have the sole option to renew the contract upon the same or more favorable terms and conditions for up to five (5) annual extensions. The resulting contract will be available to all State Agencies.

**1.5 Background Information**

This RFB is designed to provide Bidders with the information necessary for the preparation of competitive Bids. The RFB process is for the Lead Agency's and Participating Agencies' benefit and is intended to provide the Lead Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

The Iowa Veterans Home is seeking the services of a Licensed Iowa Podiatrist to provide podiatry services in large long-term care facility that provides medical, rehabilitation, skilled nursing and specialty services to an average daily census of 500 residents. The Iowa Veterans Home campus is located in Marshalltown, IA. Current provider provided services to about 75 patients per month. Any Bidder that meets the requirements of this RFB is encouraged to submit a bid.

## SECTION 2 – ADMINISTRATIVE INFORMATION

### 2.1 Issuing Officer

The Issuing Officer identified in the IMPACS solicitation is the sole point of contact regarding the RFB from the date of issuance until selection of the successful Bidder.

### 2.2 Restriction on Communication

From the issue date of this RFB until announcement of the successful Bidder, Bidders may contact only the Issuing Officer. The Issuing Officer will respond only to electronic questions regarding the procurement process. Questions related to the interpretation of this RFB must be submitted as provided in the IMPACS solicitation. Oral questions related to the interpretation of this RFB will not be accepted. Bidders may be disqualified if they contact any State employee other than the Issuing Officer about the RFB except that Bidders may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

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 RFB through an addendum.

### 2.3 Amendment to the RFB

The Agency reserves the right to amend the RFB at any time using an addendum. The Bidder shall acknowledge receipt of all addenda in its Bid.

It is the Bidder's sole responsibility to check daily for addenda to posted documents.

### 2.4 Bid Amendment and/or Withdrawal

The Bidder may amend or withdraw and resubmit its Bid at any time before the Bids are due. The amendment must be submitted on Iowa IMPACS by the Bidder to the bid and received by the time set for the receipt of Bids.

### 2.5 Submission of Bids

The Agency must receive the electronic Bid on: Iowa IMPACS before the "Bids Due" date and time. **This is a mandatory requirement and will not be waived by the Agency. Any Bid received after this deadline will not be accepted.** It is the Bidder's responsibility to ensure the bid is received prior to the deadline. Email and faxed Bids will not be accepted.

Bidders must furnish all information necessary to enable the Agency to evaluate the Bid. Bids that fail to meet the mandatory requirements of the RFB may be rejected. Oral information provided by the Bidder shall not be considered part of the Bidder's Bid unless it is in writing.

### 2.6 Bid Opening

The Agency will open Bids after the deadline for submission of Bids has passed. However, the names of Bidders who submitted timely Bids will be publicly available after the Bid opening. See Iowa Code Section 72.3. The announcement of Bidders who timely submitted Bids does not mean that an individual Bid has been deemed technically compliant or accepted for evaluation.

### 2.7 Costs of Preparing the Bid

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

## **2.8 Rejection of Bids**

The Agency reserves the right to reject any or all Bids, in whole and in part, received in response to this RFB at any time prior to the execution of a written Contract. Issuance of this RFB in no way constitutes a commitment by the Agency to award a Contract. This RFB is designed to provide Bidders with the information necessary to prepare a competitive Bid. This RFB process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection of a Bidder to provide goods and/or services. It is not intended to be comprehensive and each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

## **2.9 Disqualification**

The Agency will reject outright and will not evaluate Bids if the Bidder fails to deliver the Bid by the due date and time. The Agency may reject outright and may not evaluate Bids for any one of the following reasons:

- The Bidder acknowledges that a requirement of the RFB cannot be met.
- The Bidder's Bid materially changes a requirement of the RFB or the Bid is not compliant with the requirements of the RFB.
- The Bidder's Bid limits the rights of the Agency.
- The Bidder fails to include information necessary to substantiate that it will be able to meet a requirement of the RFB.
- The Bidder fails to timely respond to the Agency's request for information, documents, or references.
- The Bidder fails to include bid security, if required.
- The Bidder fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
- The Bidder presents the information requested by this RFB in a format inconsistent with the instructions of the RFB or otherwise fails to comply with the requirements of the RFB.
- The Bidder initiates unauthorized contact regarding the RFB with state employees.
- The Bidder provides misleading or inaccurate responses.
- The Bidder's Bid is materially unbalanced.
- There is insufficient evidence (including evidence submitted by the Bidder and evidence obtained by the Agency from other sources) to satisfy the Agency that the Bidder is properly responsive and responsible to satisfy the requirements of the RFB.
- The Bidder alters the language in Certification Letter or Authorization to Release Information Letter.
- The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

## **2.10 Nonmaterial Variances**

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Bid if, in the judgment of the Agency, it is in the Agency's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Bidders, that do not change the meaning or scope of the RFB, or that do not reflect a material change in the requirements of the RFB. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFB requirements or excuse the Bidder from

full compliance with RFB specifications or other contract requirements if the Bidder is awarded the contract. The determination of materiality is in the sole discretion of the Agency.

**2.11 Reference Checks**

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

**2.12 Information from Other Sources**

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

**2.13 Verification of Bid Contents**

The content of a Bid submitted by a Bidder is subject to verification. If the Agency in its sole discretion determines that the content is in any way misleading or inaccurate, the Bidder may be disqualified.

**2.14 Bid Clarification Process**

The Agency reserves the right to contact a Bidder after the submission of Bids for the purpose of clarifying a Bid to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Bidder has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Bidder's Bid. The Agency will not consider information received if the information materially alters the content of the Bid or alters the type of goods and/or services the Bidder is offering to the Agency. An individual authorized to legally bind the Bidder 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 Bid as non-compliant.

**2.15 Disposition of Bids**

All Bids become the property of the Agency and shall not be returned to the Bidder at the conclusion of the selection process, the contents of all Bids will be in the public domain and be available for inspection by interested parties except for information for which Bidder properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

**2.16 Public Records and Requests for Confidential Treatment**

The Agency's release of public records is governed by Iowa Code Chapter 22. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Bid. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Contractor as non-confidential records unless Contractor requests specific parts of the Bid 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.**

**2.17 Form 22 Request for Confidentiality**

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

**2.18 Copyrights**

By submitting a Bid, the Bidder agrees that the Agency may copy the Bid for purposes of facilitating the evaluation of the Bid or to respond to requests for public records. The Bidder consents to such copying by submitting a Bid 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 the Bids.

**2.19 Release of Claims**

By submitting a Bid, the Bidder agrees that it will 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 in this RFB.

**2.20 Bidder Presentations**

At the sole discretion of the State, Bidders may be required to make a presentation of the Bid. The presentation may occur at the Agency's offices or at the offices of the Bidder. The determination as to need for presentations, 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 Bidder to illustrate the Bidder's Bid. The presentation shall not materially change the information contained in the Bid.

**2.21 Evaluation of Bids Submitted**

Bids that are timely submitted and are not subject to disqualification will be reviewed in accordance with the RFB.

**2.22 Preference**

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.

**2.23 Determination of Responsible Bidder & Responsive Bid**

All Bids will be first evaluated to determine if they comply with the bid requirements (i.e. to determine if the Bidder is a Responsible Bidder submitting a Responsive Bid). To be deemed a Responsible Bidder and a Responsive Bid, the Bid must comply with the bid format instructions and answer "Yes" to all parts and include information demonstrating the Bidder will be able to comply with the bid requirements.

**2.24 Evaluation Criteria**

The Agency will evaluate the Responsive Bids submitted by Responsible Bidders to determine the lowest responsible bidder(s) and will award the Contract(s) to the Bidder(s) submitting the lowest responsible bid(s) based on price.

**2.25 Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Bidders submitting a timely Bid and will be posted on Iowa IMPACS. 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. If the apparent successful Bidder 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 Bidder the Agency believes will provide the best value to the State.

**2.26 Definition of Contract**

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

**2.27 Choice of Law and Forum**

This RFB and the Contract are to be governed by the laws of the state of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFB 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. Bidders are responsible to determine the applicability of 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 Appeals**

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

**2.30 Unit Price**

If a discrepancy between the unit price and the item total exists, the unit price prevails.

**2.31 Price Adjustments to Term Contract(s)**

Bid prices shall remain firm the first year of the contract. Price adjustments may be taken into consideration during the contract renewal process. The State reserves the right to accept or reject any proposed price(s) changes. Requested price changes should be submitted to the Iowa



Department of Administrative Services – Central Procurement, sixty (60) days prior to the contract anniversary date.

**2.32 Registration**

The successful Bidder will be required to register to do business in Iowa before payment can be made. For Bidder registration documents, go to:

<https://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=DASlowa>

**2.33 Questions and Requests for Clarification**

Bidders are invited to submit written questions and requests for clarifications regarding the RFB. The questions and requests for clarifications must be received by the Issuing Officer by date **August 22, 2025 10 AM CT**. Oral questions will not be permitted. If the questions and requests for clarifications pertain to a specific section of the RFB, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications will be issued in the form of an addendum and sent to Bidders who received RFBs.

## **SECTION 3 – SPECIFICATIONS**

All items listed in this Section are Bid Specifications. A successful Bidder must be able to satisfy all these specifications to be deemed a Responsible Bidder.

### **3.1 General Requirements**

Services must include basic podiatry care, including, but not limited to the following: patient evaluation, treatment, patient education, ulcer treatment and management, corns, calluses, bunions, warts, various infections, nail trimmings, ingrown toenails and diabetic foot care.

### **3.2 Licensed Podiatrist Requirements**

**3.2.1** Bidder must perform two (2) clinics per month. Previous contract limited the number of patients to 75 patients per month. New contract does not want to limit the number of patients that can be assisted.

**3.2.2** Bidder must be skilled with elderly, chronically ill, dependent adults, and cognitively and physically challenged patients

**3.2.2** Bidder must ensure that suitable measures are taken to assure the confidentiality of the Agency and its residents at all times and abide by a professional code of ethics.

**3.2.3** The Bidder awarded a contract must be compliant with the Business Associates provisions of the Health Insurance Portability and Accountability Act (HIPAA).

**3.2.5** Bidder must ensure that suitable measures are taken to assure the confidentiality of IVH and its residents at all times and abide by a professional code of ethics.

### **3.3 Service and Performance Requirements**

**3.3.1** The Bidder shall provide podiatrist services by qualified and licensed personnel.

**3.3.2** Bidder's services are to be delivered on or before the following dates: As scheduled by the Iowa Veterans Home and mutually agreed upon by Bidder. Podiatrist Service Clinics will be available two (2) Wednesday afternoons a month, 12:30 PM CT - 4:00 PM CT, except on holidays.

- Additional days/change of service days must be agreed upon by both the IVH and the provider.

**3.2.3** No subcontractors will be allowed without the explicit written consent of the Iowa Veterans Home and the Department of Administrative Services.

### **3.4 Bidder Qualifications and Education**

**3.4.1** Bidder must hold a valid Iowa License in Podiatry as issued by the Iowa Board of Podiatry. Bidder must submit documentation of the license with your Bid Response.

**3.4.2** The Bidder must provide resumes for all key personnel who will be involved in providing

the podiatrist services contemplated by this solicitation. The following information must be included in the resumes:

- Full Name
- Education and/or Certification
- Years of experience and employment history particularly as it relates to the requirements of the solicitation.

### **3.5 Agency Responsibilities**

**3.5.1** Agency medical staff will refer residents to the service provider.

**3.4.2** Agency will provide all supplies, equipment, materials and suitable location and property for performing routine podiatry care and podiatry operative procedures, plus ancillary staff required to assist with procedures and to keep podiatric clinic records services.

**3.5.2** The Agency medical personnel will verify and monitor the supporting documentation itemizing work performed.

**3.5.4** The Agency business office staff will review service provisions to ensure compliance with deliverables and performance measures.

### **3.6 Cancellation Requirements**

The Agency may cancel requested services at its discretion. Cancelled service requests will not incur charges from the Bidder.

### **3.7 Customer Service**

**3.7.1** Bidder's must respond to all inquiries from the Agency within twenty - four (24) hours of receipt of inquiry.

**3.7.2** Bidder must provide the name and contact information their Customer Service Representative for the resulting Master Agreement.

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

### **3.8 Payment Terms and Methods**

Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Bidder. Unless such charges are in dispute, for amounts not paid within sixty (60) days after the end of the rental transaction or receipt of the invoice whichever is later, beginning with the sixty-first (61st) day the State purchasing entity agrees to pay a late charge of 1% per month, which is the maximum rate allowable by Iowa law.

### **3.9 Invoicing**

**3.9.1** The invoices must use the Bidder letterhead that includes at a minimum the name, address and telephone number of the bidder. The following information must appear on each invoice:

- State's Contract Number

- Purchase Order or Delivery Order Number
- Bidder FEIN (Federal Employee Identification Number) number
- Agency Billing Code

- Ordering Organization -Delivery address of the order
  - Total Price
- 3.9.2** The State may require any other information from the Bidder that the State deems necessary to verify any purchase order placed under the Contract.
- 3.9.3** Bidder must respond to invoicing disputes and provide a plan for resolution within forty eight (48) hours of notice to the State Contract Manager and/or the State. The Bidder will also provide status updates on resolution as requested.
- 3.9.4** Bidder must notify the State's Contract Manager, in writing, of any unresolved dispute or problem that has been outstanding for more than thirty (30) working days. Likewise, the State's Contract Manager must notify the Bidder in like manner.