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REQUEST FOR PROPOSAL (RFP)

Genetic Testing Services for Iowa's Child Support Program

BOC-22-006

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# *RFP Purpose.*

The Iowa Department of Human Services, Bureau of Collections (Agency), is soliciting proposals from qualified bidders to provide genetic testing services to determine paternity probability for the State of Iowa’s Child Support program.   
  
The Agency may award multiple contracts, if applicable, to administer the range of tests and support services outlined in this RFP. If multiple contracts are awarded, the Agency will provide a list of resulting contractors to the individual Child Support Recovery Unit (CSRU) offices so that they may select their preferred provider(s). The Agency makes no commitments or guarantees as to the number of individuals who will have genetic specimens collected or to the number of tests to be performed. The Agency shall only pay Contractors when test reports are issued under the specifications of this RFP and resulting contract.  
  
The Agency assists families in achieving and maintaining self-sufficiency by establishing and enforcing child and medical support orders and processing support payments. The Agency, started in 1975, is a state-administrated Title IV-D child support program with 20 field offices that serve 99 counties for the State of Iowa. In State Fiscal Year 2020 (July 1, 2019 - June 30, 2020), the Agency provided services to 157,678 active child support cases statewide.  
  
The Agency has created several important performance goals in the establishment of orders and collection of support. A priority in the establishment process is to determine paternity for no less than 90% of all children in the IV-D caseload. The genetic testing process plays an integral part in assisting the Agency in achieving its paternity establishment goal. In State Fiscal Year 2020, approximately 2,000 individual specimens were collected in the Agency’s efforts to establish paternity. However, this number may be slightly skewed due to the COVID-19 pandemic. In State Fiscal Year 2019, approximately 2,300 individual specimens were collected.   
  
The Agency seeks a Contractor(s) to provide genetic testing services through the use of technology, innovation, and the highest level of customer service.

# *Duration of Contract.*

The Agency anticipates executing a contract that will have an initial 2 year contract term with the ability to extend the contract for 2additional 2**-**year terms. The Agency will have the sole discretion to extend the contract.

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 RFP Notice to Targeted Small Business Website (48 hours): | **July 21, 2021** |
| Agency Issues RFP to Bid Opportunities Website | **July 23, 2021** |
| Bidder Written Questions Due By | **August 6, 2021**  **3:00 p.m.** |
| Agency Responses to Questions Issued By | **August 20, 2021** |
| **Bidder Proposals and any Amendments to Proposals Due By** | **October 8, 2021**  **3:00 p.m.** |
| Agency Announces Apparent Successful Bidder/Notice of Intent to Award | **October 29, 2021** |
| Contract Negotiations and Execution of the Contract Completed | **November 30, 2021** |
| Anticipated Start Date for the Provision of Services | **December 1, 2021** |

Section 1 Background and Scope of Work

1.1 Background.

The Agency is requesting proposals from qualified bidders to provide genetic testing services for Iowa’s CSRU. Contractors shall provide qualified technicians to conduct specimen collections upon request from the CSRU office. Those to be tested may reside in or outside the state of Iowa, and even in other countries. In addition, services shall occasionally be required for customers who are institutionalized, incarcerated, or employed worldwide by the military.   
  
Contractors shall collect customers’ specimens using scheduled appointments at sites that are conveniently located to the customer. See Attachments F and G for CSRU office locations. Ideally, the Contractors shall offer multiple specimen collection appointment times and days each week, including some before 8:00 a.m. and after 4:30 p.m. Central Time.   
  
Contractors shall adhere to the American Association of Blood Banks’ (AABB) standards for the collection, transportation, testing, analysis of, and issuing results on each specimen.  
  
Contractors shall utilize the Buccal Swab as the primary genetic testing collection method. Contractors may also be asked to collect blood specimens as deemed necessary by the Agency. In addition, the Contractors shall have the ability to test newborns, perform Extended Family Testing, Motherless Testing, and forensic testing when a party to the Case is deceased.  
  
Contractors may also be required to provide in-person or virtual training, as needed, to Agency-designated personnel. The training shall focus on teaching staff the correct method for collecting specimens and submitting them for testing.   
  
All services provided under this RFP and resulting Contract shall be in conformance with all federal and state laws regarding genetic testing, including but not limited to, 42 U.S.C. § 666(a)(5); 29 CFR 1910.1030; 45 CFR 303.5; Iowa Code Chapters 252A and 252F; and Iowa Administrative Code 441—99.21 through 99.32.  
  
In order to establish paternity, Iowa Code Chapter 252A requires a verified expert’s report confirming paternity at a minimum inclusion rate of 99% or higher. The Contractor shall confirm all exclusions in multiple systems that have an average cumulative power of exclusion of 99.9%. In the event test results are certified to court, the Contractors shall also be responsible for providing expert witness testimony at the request of, and at no cost to, the Agency.  
  
Contractors shall offer innovative methods to schedule customers and provide customer account updates. The Contractors shall also be expected to provide expert consultation services as needed, and a toll-free customer service telephone number staffed during the hours of 8:00 a.m. to 4:30 p.m. Central Time, to answer questions from Agency staff. Currently, the majority of Agency staff request the scheduling of customers’ appointments via a Contractor-provided Web portal; however, some staff may also send requests via fax. Ideally, the selected Contractor(s) shall offer electronic communication features such as scheduling capability, online case inquiry, and results reporting, as well as the capability to accept communication via fax.

1.2 RFP General Definitions.

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

***“Agency”*** means the Iowa Department of Human Services.

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

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

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

***“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 RFP.

***“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 RFP.***

***“AABB”*** means the American Association of Blood Banks.

***“Buccal Swab”*** means cotton or other material-tipped device used to collect buccal cell samples from inside an individual’s mouth, particularly the cheek.

***“Business Day”*** means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding the holidays specified in Iowa Code § 1C.2.

***“Case”*** means a mother, alleged father, and at least one (1) associated child.

***“Completed Case”*** means a Case in which specimens have been collected from all scheduled parties, genetic testing has been completed, and a results report issued.

***“Confidential Information”*** means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a “Disclosing Party”) to the other party (a “Receiving Party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Regardless of whether or not the following information is designated as confidential, the term Confidential Information includes information that could be used to identify recipients or applicants of Agency services and recipients of Contract services including Protected Health Information (45 C.F.R. § 160.103) and Personal Information (Iowa Code § 715C.1(11)), Agency security protocols and procedures, Agency system architecture, information that could compromise the security of the Agency network or systems, and information about the Agency’s current or future competitive procurements, including the evaluation process prior to the formal announcement of results. In addition to the examples set forth herein, Confidential Information shall also include, but not be limited to: (1) all individual case information received pursuant to a Contract unless otherwise designated by the Agency; (2) an individual’s social security number; (3) an individual’s residential and mailing addresses; (4) an individual’s employment information; and (5) an individual’s financial information.

Confidential Information does not include any information that: (1) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (2) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (3) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (4) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this Agreement or in breach of any other agreement with the Disclosing Party; (5) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; (6) is disclosed or is required or authorized to be disclosed pursuant to law, rule, regulation, subpoena, summons, or the order of a court, lawful custodian, governmental agency or regulatory authority, or by applicable regulatory or professional standards; or (7) is disclosed by the Receiving Party with the written consent of the Disclosing Party.

***“CSRU”*** means the Child Support Recovery Unit, the individual field offices within the Agency. There are 20 CSRU offices in Iowa.

***“DHS”*** means the Iowa Department of Human Services.

***“DNA”*** means deoxyribonucleic acid.

***“DVD”*** means digital video disc.

***“Extended Testing”*** means the utilization of different levels of tests to determine paternity.

***“Extended Family Testing”*** means using the DNA of family members, other than the father or mother, to determine paternity.

***“Incomplete Case”*** means a Case in which specimens have not been collected from all scheduled parties or testing was not completed and a results report was not issued.

***“IV-D”*** means the Social Security Act, Title IV, Part D, under which states’ child support agencies are created.

***“Motherless Testing”*** means a Case in which the mother is unavailable for specimen collection and testing.

***“Specimen”*** means DNA material taken from a customer.

***“Transitional Cases”*** means Incomplete Cases that are transferred from the outgoing contractor to the incoming contractor.

***1.3 Scope of Work*.**

The Agency seeks innovative solutions to the requirements set forth in the Scope of Work. The Agency reserves the right to select the successful bidder’s entire proposed solution or components thereof.

**1.3.1 Contractor Acknowledgments. The Contractor shall:**

A. Provide and maintain documentation of AABB accreditation for the term of the resulting Contract.

B. Adhere/abide by AABB standards when performing services in accordance with any resulting Contract.

C. Utilize testing methods that meet or exceed the most currently accepted professional standards and procedures established by the AABB applicable for genetic testing.

D. Report to the Agency’s Contract Manager when advances or changes in genetic testing technology or processes are adopted and/or implemented.

E. Consult with the Agency’s Contract Manager on an ongoing basis to recommend and obtain approval for specimen collection site locations and hours in order to meet customers’ needs.

F. Provide the Agency’s Contract Manager with a thirty (30)-calendar day advance notice of requested changes to specimen collection site locations and hours. The Agency shall review proposed changes and provide the Contractor with approval prior to the Contractor making any changes.

G. Acknowledge that all specimens obtained are the property of the Agency for the duration of the resulting Contract, unless requested otherwise by the Agency.

H. Conform to any changes that the Agency requests due to changes in federal and/or state laws.

I. Not use at-home specimen collection kits. The Agency shall not pay for results obtained from specimens collected with at-home test kits.

**1.3.2 Contractor’s Responsibilities. The Contractor shall:**

**A. Coordinate Personnel and Specimen Collection Sites.**

1. Provide a Contract Manager. The Contract Manager shall function as the Contractor’s authorized representative for all management and administrative matters.

2. Provide qualified technicians to collect specimens at all proposed specimen collection locations.

3. Arrange specimen collection sites that are, at minimum, spread across the state in a manner that is in close proximity to each CSRU office and is convenient to the Agency’s customers.

4. Arrange specimen collection sites outside of Iowa, in medical or penal institutions, or military installations, as the situation may require.

5. Utilize specimen collection sites that are located in a CSRU office only to perform specimen collections for CSRU customers.

**B. Schedule Appointments.**

1. Schedule appointments for the Agency’s customers between nine (9) calendar days and twenty-one (21) calendar days, excluding State holidays, from the date the CSRU office sends a request for a specimen collection to the Contractor; unless the specimen collection request is for a customer living outside of Iowa, or the customer is institutionalized, incarcerated, in the military, or as requested otherwise by the CSRU office.

2. For the Agency’s customers who live outside of Iowa, are institutionalized, incarcerated, or in the military, the Contractor must notify the appropriate CSRU office within two (2) Business Days of the request to schedule the appointment with the collection site. If the Contractor is unable to schedule the appointment within twenty-one (21) calendar days, excluding State holidays, the Contractor will provide weekly updates, by e-mail or by telephone, to the appropriate CSRU office, until the appointment is set.

3. Accept CSRU’s form 470-4044, *Confidential Request for DNA Paternity Testing* (see **Attachment H**), or provide a Web-based program for CSRU staff to schedule and/or confirm specimen collection appointments.

4. Notify CSRU offices of specimen collection appointment dates and times within two (2) Business Days of receiving form 470-4044, *Confidential Request for DNA Paternity Testing*, or receipt of the Agency’s request via the Contractor’s Web-based program; unless the request meets the criteria as set forth in Section 1.3.2(B)(2).

5. Be responsible for informing qualified technicians of customers’ specimen collection appointments.

6. Immediately notify the CSRU office that is requesting the specimen collection when a qualified technician is unable to appear for scheduled appointments.

7. Not reschedule an appointment if directly contacted by a customer unless the appointment can be rescheduled for the same day. If the appointment cannot be rescheduled for the same day, the Contractor shall refer the customer to the CSRU office that made the initial request.

8. Request approval from CSRU offices when other Iowa Department of Human Services’ (DHS) agencies or other states’ IV-D child support agencies request genetic testing to be completed at specimen collection sites located in a CSRU office.

9. Notify the requesting CSRU offices no later than the next Business Day when:

a. Customers do not appear for scheduled specimen collection appointments;

b. Customers appear for specimen collection appointments, but do not provide proper identification;

c. Customers appear for specimen collection appointments, but refuse to provide a specimen.

10. Notify the requesting CSRU offices no later than seven (7) Business Days when the customers’ specimens are successfully obtained.

11. To the best of the Contractor’s ability, attempt to schedule same-day appointment times at the same location for the mother/child and the alleged father far enough apart to avoid potential in-person conflicts.

**C. Collection and Re-collection of Genetic Testing Specimens.**

1. Abide by all AABB standards when collecting or re-collecting specimens.

2. Provide all supplies necessary to identify customers, and collect and ship specimens according to AABB standards.

3. Identify customers according to AABB standards. A government-issued photo ID is preferred for adults; a birth certificate is preferred for children.

4. Verify the validity of specimens according to AABB standards.

5. Maintain all records according to AABB standards.

6. Transport specimens to the laboratory according to AABB standards.

7. Re-collect a specimen if necessary or as requested by the CSRU office.

8. Provide all specimen re-collections, if necessary or requested by the CSRU office, regardless of the situation or circumstance, at no charge to the Agency.

9. Notify the Agency’s Contract Manager and CSRU office immediately via fax, phone and/or e-mail when AABB standards are not followed or when an error occurs; and at the Agency’s request, provide for any re-collecting and/or re-testing of customers’ specimens.

10. Notify the Agency’s Contract Manager and the CSRU office of all nonviable specimens (those not conforming to testing requirements) within forty-eight (48) hours of arrival at the Contractor’s laboratory. Notification shall be by a minimum of two (2) methods: fax, phone, and/or e-mail.

11. Conduct, on occasion, specimen collection services with short notification from CSRU.

12. Maximize safety to all involved in the specimen-collection process.

13. Maintain a legal chain of custody of specimens from collection to results issuance.

**D. Specimen Collection by CSRU Staff.**

1. Provide, at the Agency’s option, and at no additional cost to the Agency, specimen collection training and certification for CSRU staff at an Agency-determined location(s).

2. Provide CSRU offices with all supplies necessary for the collection, identification, preparation, preservation, and transport of specimens according to AABB standards.

3. Provide CSRU offices with all mailing/shipping materials necessary for the shipping of specimens to the Contractor’s laboratory, and pay all associated mailing/shipping costs.

**E. Performing Tests, Re-testing, and Re-use of Specimens.**

1. Perform testing on specimens according to AABB standards.

2. Confirm, through a verified expert, paternity at a minimum inclusion rate of 99% or higher.

3. Confirm, through a verified expert, all exclusions in multiple systems that have an average cumulative power of exclusion of 99.9%.

4. Perform Extended Family Testing when dictated by AABB standards or as requested by a CSRU office.

5. Perform tests, at the request of the Agency’s Contract Manager or CSRU office, using previously collected specimens that are being stored by the Contractor, instead of obtaining a new specimen. The Contractor shall not charge the Agency to test a previously collected specimen. The only exception to this is when the Case is a Transitional Case.

6. Credit or reimburse the Agency for costs the Agency incurs as a result of corrected test results issued by a different lab.

7. Maintain all Cases’ specimens for purposes of additional genetic testing for a minimum of six (6) years from the date the last specimen for the Case is collected.

**F. Test Results and Interpretation.**

Iowa’s 100[[1]](#footnote-1) county Clerk of Court offices each require electronic filing (e-File) of the test results via the Court’s Web-based portal.

1. For all completed paternity inclusions and exclusions, not including Motherless or Extended Family Testing Cases:

a. Electronically file the original report of test results with the appropriate Iowa Clerk of Court under the docket number indicated on form 470-4044, *Confidential Request for DNA Paternity Testing*, or per the information entered on the Contractor’s Web-based program, no later than fourteen (14) calendar days from the date the last specimen for the Case is collected.

b. Provide an electronic copy of the report of test results to the initiating CSRU office indicated on form 470-4044, *Confidential Request for DNA Paternity Testing*, or per the information entered on the Contractor’s Web-based program, no later than fourteen (14) calendar days from the date the last specimen for the Case is collected. **The Agency will not pay for test results dated beyond fourteen (14) calendar days.**

2. For all completed paternity inclusions and exclusions of Motherless or Extended Family Testing Cases, which may require additional analysis:

a. Electronically file the original report of test results with the appropriate Iowa Clerk of Court under the docket number indicated on form 470-4044, *Confidential Request for DNA Paternity Testing*, or per the information entered on the Contractor’s Web-based program, no later than thirty (30) calendar days from the date the last specimen for the Case is collected.

b. Provide an electronic copy of the report of test results to the initiating CSRU office indicated on form 470-4044, *Confidential Request for DNA Paternity Testing*, or per the information entered on the Contractor’s Web-based program no later than thirty (30) calendar days from the date the last specimen for the Case is collected. **The Agency will not pay for test results dated beyond thirty (30) calendar days.**

3. For all Incomplete Cases:

a. Allow the Case to remain active for at least six (6) months from the date that the last collected specimen for the Case is received, unless requested otherwise by the CSRU office.

b. If the remaining party(ies) to the Case are unable to be tested, the Contractor shall issue a result report of “incomplete” to the initiating CSRU office no more than seven (7) months after the last collected specimen for the Case was received, unless requested otherwise by the CSRU office.

4. Provide test result reports that include identifiers and findings according to AABB standards. The report shall be notarized and include:

* CSRU Case number.
* Pictures of the customers who provided a genetic testing specimen.
* Verified documentation of the chain of custody.
* Name, title, and signature of the professional expert who issues the report.

When the Agency instructs the Contractor to utilize previously collected specimens for the mother and child to test against multiple alleged fathers, the Contractor shall file with the Clerk of Court the following: 1) the mother’s and child’s chain of custody; along with 2) the tested alleged father’s chain of custody and test results report. This filing process shall be followed for each subsequently tested alleged father.

5. Store records of result reports for a minimum of six (6) years after the date the test results are issued.

6. Provide technical staff for on-site expert testimony at no expense to the Agency. It is not anticipated that this testimony shall be needed on a regular basis.

**G. Response from Contractor When Issues Occur. The Contractor shall:**

1. Notify the Agency’s Contract Manager and the local CSRU office no later than the next Business Day when any problem or incident is detected by the Contractor during the collection or testing of the specimen that could adversely affect the Agency or the Agency’s efforts to establish paternity.

2. Provide follow-up regarding any Case-specific problem or incident taking place. The explanation must outline the issue and how the Contractor shall resolve it.

a. Provide the Agency’s Contract Manager and the local CSRU office with a written explanation of the problem or incident within one (1) Business Day of the occurrence.

b. Provide the affected customer(s) with an explanation of the problem or incident via telephone within one (1) Business Day of the occurrence and follow-up with a written explanation sent to the affected customer(s) via first-class mail within five (5) Business Days.

3. Provide, upon the request of the Agency’s Contract Manager, a written corrective action plan for Case-specific issues within three (3) Business Days of any problem or incident taking place. Fax or e-mail is acceptable.

4. Provide, upon the request of the Agency’s Contract Manager, a written corrective action plan for performance improvement within thirty (30) calendar days of any problem or incident taking place. Fax or e-mail is acceptable.

# H. Provide Ongoing Customer Service to the Agency and Its Customers.

1. Provide literature or a DVD for the Agency’s customers, in languages available to the Contractor, which describe the genetic testing process and the interpretation of results.

2. Provide a toll-free customer service number, in languages available to the Contractor, staffed during the hours of 8:00 a.m. to 4:30 p.m. Central Time.

3. Respond to CSRU staff and customers who request a non-scientific explanation of the genetic testing process or interpretation of results.

4. Return contacts made by the Agency’s Contract Manager, CSRU staff, or Agency’s customers within two (2) Business Days.

**I. Provide Reports.**

Provide the following reports to the Agency’s Contract Manager and each CSRU office on a quarterly basis within fifteen (15) calendar days of the end of each calendar quarter:

1. A statewide report, broken down by CSRU office, detailing the following items, and including the individual CSRU Case numbers, where applicable:

* A list of appointments scheduled beyond the twenty-one (21) calendar days as stated in Section 1.3.2(B)(1), and the total compliance percentage for the quarter as set forth in Section 1.3.4(A)(1).
* A list of notifications to CSRU offices regarding appointment dates and times that were beyond the two (2) Business Days as stated in Section 1.3.2(B)(4), and the compliance percentage for the quarter as set forth in Section 1.3.4(A)(2).
* A list of test result reports that were not dated within:
  + - Fourteen (14) calendar days as set forth in Section 1.3.2(F)(1)(b); and
    - Thirty (30) calendar days as set forth in Section 1.3.2(F)(2)(b).
* The total compliance percentage for the quarter as set forth in Section 1.3.4(B).
* A list of Cases requiring re-collections for the quarter.

2. An updated list of available specimen collection locations in Iowa.

**J. Cooperate During Contract Transitions.**

1. Incoming Transition. The incoming Contractor shall:

a. Accept the Transitional Cases at no cost to the Agency or outgoing Contractor, and maintain the chain of custody of the specimens.

b. Issue reports of test results on Transitional Cases upon completion of testing in accordance with Section 1.3.2(F).

2. Upon the end of a resulting Contract, the outgoing Contractor shall transfer specimens and identifying information for Transitional Cases to the incoming Contractor at no cost to the Agency or incoming Contractor, and maintain the chain of custody of the specimens.

**K. Confidentiality**

1. The Contractor shall acknowledge that its employees, agents, and sub-contractors may have access to Confidential Information maintained by the Agency to the extent necessary to carry out the Contractor’s responsibilities under the resulting Contract. The Contractor shall comply with the *Confidential Information Safeguarding Provisions* as set forth in **Attachment I**.

2. All information received from the Agency is confidential pursuant to Iowa and federal law. The Contractor shall have in place procedures to ensure that all employees, agents, and sub-contractors who may have access to Confidential Information are: 1) informed of the applicable requirements and penalties, including those in Section 453 of the Social Security Act; and 2) adequately trained in security procedures. The Contractor shall have administrative penalties, including dismissal from employment, for unauthorized access to, disclosure, or use of Confidential Information. The Contractor will not remove the Agency’s Confidential Information from a secure site via electronic transmission, laptop, or any other means unless it is an Agency-approved business necessity.

**1.3.3 Agency’s Responsibilities. The Agency shall:**

A. Designate a Contract Manager to act as Contract liaison.

B. Consult with the Contractor on an ongoing basis to recommend and approve specimen collection site locations and hours in order to meet customers’ needs.

C. Use, at the Agency’s discretion, CSRU staff to collect and ship specimens.

D. Provide a list of CSRU offices that may, at their discretion, serve as specimen collection-site locations for CSRU customers.

E. Notify customers by administrative or judicial order of the location, date, and time of the specimen collection testing appointment, and any subsequent rescheduled appointments.

F. Provide a copy of the final genetic testing results to customers.

G. Pay the Contractor for the services as set forth in Section 1.3.2 and for meeting the Performance Measures as set forth in Section 1.3.4.

1.3.4 Performance Measures.

A. The following Performance Measures shall apply when the Contractor arranges for the collection of specimens. The Contractor shall:

1. Scheduling Appointments: Schedule specimen collection appointments for the Agency’s customers between nine (9) calendar days and twenty-one (21) calendar days, excluding State holidays, from the date the CSRU office sends a request for a specimen collection to the Contractor; unless the request meets the criteria as set forth in Section 1.3.2(B)(1). Failure to maintain a ninety percent (90%) or higher compliance rate each quarter may result in a corrective action plan and/or termination of the Contract for failure to perform.

2. Notification of Scheduled Appointments: Notify the requesting CSRU office of specimen collection dates and times within two (2) Business Days as set forth in Section 1.3.2(B)(4). Failure to maintain a ninety percent (90%) or higher compliance rate each quarter may result in a corrective action plan and/or termination of the Contract for failure to perform.

B. The following Performance Measures shall apply to all specimen collections when *either* the Contractor *or* the Agency obtains the specimen:

The Contractor shall send reports of test results within the required timeframes as set forth in Sections 1.3.2(F)(1)(b) and 1.3.2(F)(2)(b) for all Completed Cases. Failure to send reports dated by the required timeframe shall result in non-payment. Failure to maintain a ninety percent (90%) or higher compliance rate each quarter may result in a corrective action plan and/or termination of the Contract for failure to perform.

**1.3.5 Payment Methodology.**

The Agency shall only pay the Contractor for Completed Cases.

The Contractor shall provide an Invoice with each report of test results to the CSRU office. The Invoice shall include:

* Invoice number and date;
* Remittance address: “bill to” and “service/delivery address”;
* Service/item descriptions as appropriate;
* Contract Number;
* CSRU Case number;
* Full name of mother, putative father, and child (last name, first name, middle initial);
* Dates specimens were collected from parties;
* Type of test;
* Date results sent to the CSRU;
* Cost for each test (as per bid response);
* Total dollar amount of invoice.

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, as provided in Iowa Code § 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § 8A.514.

Invoice discrepancies shall be handled in a professional, courteous, and expeditious manner.

***1.4 Scope of Work Additional Requirements*.**

In addition to responses to the Scope of Work requirements requested in Section 1.3, the Contractor shall also provide the following information in its Bid Proposal:

**1.4.1 Business Methods**

A. Documentation of the Contractor’s AABB accreditation.

B. The Contractor’s plan to handle: 1) Incoming Transitional Cases; and 2) Outgoing Transitional Cases, including detailed steps for an orderly and controlled transition of the specimens for each Contractor.

C. Any requirements that the Contractor has for the Agency, e.g., confidentiality forms, etc.

D. Whether sub-contractors shall be used for services in the state of Iowa, and identify those services.

**1.4.2 Specimen Collection**

A. A list and a map of proposed specimen collection locations in the state of Iowa. Include days and hours that staff are available for specimen collections at these locations.

B. A step-by-step explanation of the Contractor’s method to collect specimens from each individual.

C. A specific explanation of how each specimen is tested on Completed Cases.

D. An explanation of the maximum inclusion and exclusion probability of paternity that the Contractor is capable of providing to the Agency when issuing results.

E. The number of systems the Contractor uses to determine paternity exclusions, and provide a detailed explanation of each.

F. A specific explanation of the Contractor’s chain of custody procedures to safeguard against the possibility of any mix-up or substitution of specimens, from specimen collection to test completion.

G. The method by which specimens are shipped to the Contractor’s laboratory, e.g., FedEx, UPS, etc.

H. A description of how the Contractor shall confirm customers’ specimen collection appointments with each CSRU office. Indicate the type(s) of technology that are used to confirm appointments.

I. The Contractor’s method for notifying the CSRU office of customer attendance for scheduled specimen collection appointments.

J. The Contractor’s procedures when the qualified technician or other collection personnel are unable to appear for customers’ scheduled appointments.

K. The Contractor’s method for notifying the CSRU office of the test results, e.g., Web-based program, e-mail, etc.

L. The Contractor’s capability to conduct, on occasion, specimen collection services with short notification from CSRU. Indicate the minimum timeframes required for the scheduling of these services.

**1.4.3 Customer Service**

A. The Contractor’s capability, policy, and experience in discussing the interpretation of test results and other issues directly with customers.

B. A list of the available languages the Contractor has access to when written or verbal communication is needed with customers whose primary language is not English.

C. The Contractor’s capability to speak to customers whose primary language is not English, e.g., utilizing a language translation service or bilingual staff.

D. The Contractor’s preferred way of communicating with CSRU offices through electronic means.

E. The scope and content of information available through Web-based means. Explain the steps to using the functions on the Contractor’s Web site. Provide examples of Web pages.

F. Sample literature and/or DVD that shall be made available to the Agency’s customers and which describes the genetic testing process and the interpretation of results. Indicate the language(s) in which the literature and DVD are available.

**1.4.4 Specimen Collection by CSRU Staff**

A. Samples of the Contractor’s specimen-collection kits.

B. A list of the materials that the Contractor shall provide to CSRU staff to collect specimens, e.g., forms, identification kits, etc.

Please see **Section 3, *How to Submit A Bid Proposal: Format and Content Specification*, for further information required in your Bid Proposal.**

Section 2 Basic Information About the RFP Process

2.1 Issuing Officer.

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

Tim Wiltfang

400 SW 8th St., Suite H  
Des Moines, IA 50309

Phone: 515-242-5504

twiltfa@dhs.state.ia.us

2.2 Restriction on Bidder Communication.

From the issue date of this RFP until announcement of the successful Bidder, the Issuing Officer is the point of contact regarding the RFP. There may be no communication regarding this RFP with any State employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the RFP. 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 RFP may be submitted in accordance with the Questions, Requests for Clarification, and Suggested Changes section of this RFP.

2.3 Downloading the RFP from the Internet.

The RFP and any related documents such as amendments or attachments (collectively the “RFP”), and responses to questions will be posted at the State of Iowa’s website for bid opportunities: <http://bidopportunities.iowa.gov/>. Check this website periodically for any amendments to this RFP. The posted version of the RFP is the official version. The Agency will only be bound by the official version of the RFP document(s). Bidders should ensure that any downloaded documents are in fact the most up to date and are unchanged from the official version.

2.4 Reserved. (Online Resources)

***2.5 Reserved. (Intent to Bid)***

***2.6 Reserved. (Bidders’ Conference)***

***2.7 Questions, Requests for Clarification, and Suggested Changes.***

Bidders may submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (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 RFP through the question and answer process. If the Questions pertain to a specific section of the RFP, the page and section number(s) must be referenced. The Agency prefers to receive Questions by email. The Bidder may wish to request confirmation of receipt from the Issuing Officer.

Written responses to Questions will be posted at <http://bidopportunities.iowa.gov/> by the date provided in the RFP’s Procurement Timetable.

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

2.8 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 RFP 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 RFP. Bidders mailing Bid Proposals shall allow ample mail delivery time to ensure timely receipt of their Bid Proposals. It is the Bidder’s responsibility to ensure that the Bid Proposal is received prior to the deadline. Postmarking or submission to a courier by the due date shall not substitute for actual receipt of the Bid Proposal by the Agency.

2.9 Amendment to the RFP 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 RFP for the Issuing Officer.

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 Bid Proposal Formatting Section.

The Agency reserves the right to amend or provide clarifications to the RFP at any time. RFP amendments will be posted to the State’s website at <http://bidopportunities.iowa.gov/>. If an RFP 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.

2.10 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 to the Issuing Officer. Email and faxed requests to withdraw will not be accepted.

2.11 Costs of Preparing the Bid Proposal.

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

2.12 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 RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award or enter into a contract.

2.13 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.

2.13.1 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 RFP Sections 2.8 and 2.9).
* 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 (See RFP Additional Certifications Attachment).

2.13.2 Reasons Proposals May be Disqualified.

Bidders are expected to follow the specifications set forth in this RFP. 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 RFP with employees other than the Issuing Officer (See RFP Section 2.2);
* Bidder fails to comply with the RFP’s formatting specifications so that the Bid Proposal cannot be fairly compared to other bids (See RFP Section 3.1);
* Bidder fails, in the Agency’s opinion, to include the content required for the RFP;
* Bidder fails to be fully responsive in the Bidder’s Approach to Meeting Deliverables Section, states an element of the Scope of Work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the Scope of Work specifications (See RFP Section 3.2.3);
* Bidder’s response materially changes Scope of Work specifications;
* Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.6);
* Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See RFP Section 3.1);
* Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7); 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 the RFP process.
* Bidder is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code §12J.3. This list is maintained by the Iowa Public Employees’ Retirement System. The list is currently found here: https://www.ipers.org/about-us/investments/restrictions-regarding-companies-boycotting-israel#main-content.

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 RFP specifications or excuse the Bidder from full compliance with RFP specifications or other contract requirements if the Bidder enters into a contract.

2.14 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.

2.15 Verification of Bid Proposal Contents.

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

2.16 Reference Checks.

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.

2.17 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, and the Bidder’s authority and ability to conduct business in the State of Iowa. Such other sources may include subject matter experts.

2.18 Criminal History and Background Investigation.

The Agency reserves the right to conduct criminal history and other background investigations of the Bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Bidder for the performance of the resulting contract. The Agency reserves the right to conduct criminal history and other background investigations of the Bidder’s staff and subcontractors providing services under the resulting contract.

2.19 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.

2.20 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 Bid Proposal Formatting Section 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. However, the Bidder shall certify by signing and returning RFP Attachment B its understanding that any Agency references to Bid Proposal information marked confidential made during the evaluation process may become part of the public domain

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.

2.21 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.

2.22 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 RFP.

2.23 Reserved. (Presentations)

2.24 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.

2.25 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 RFP. 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.

2.26 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 ensure that the request for reconsideration is received prior to the deadline. Postmarking or submission to a shipping service by the due date shall not substitute for actual receipt of a request for reconsideration by the Agency.

The request for reconsideration shall clearly and fully identify all issues being contested by reference to the page and section number of the RFP. 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 441 IAC 7.41 et seq.

2.27 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.

2.28 Choice of Law and Forum.

This RFP and the resulting contract are 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 RFP shall be brought and maintained in the appropriate Iowa forum.

2.29 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.

2.30 Exclusivity.

Any contract resulting from this RFP shall not be an exclusive contract.

2.31 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.

2.32 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 RFP.

2.33 Bidder Continuing Disclosure Requirement.

To the extent that Bidders are required to report incidents when responding to this RFP related to damages, penalties, disincentives, administrative or regulatory proceedings, 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 How to Submit A Bid Proposal: Format and Content Specifications

These instructions provide the format and technical specifications of the Bid Proposal and are designed to facilitate the submission of a Bid Proposal that is easy to understand and evaluate.

3.1 Bid Proposal Formatting.

| **Subject** | **Specifications** | |
| --- | --- | --- |
| **Paper Size** | 8.5" x 11" paper (one side only). Charts or graphs may be provided on legal-sized paper. | |
| **Font** | Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial. | |
|  | Reserved. (Page Limits) | |
| **Pagination** | | | All pages in Proposal Tabs 1-5 are to be sequentially numbered from beginning to end (do not number these Proposal sections independently of each other). The contents in Proposal Tab 6 may be numbered independently of other sections. |
| **Bid Proposal General Composition** | | | * Bid Proposals shall be divided into two parts: Technical Proposal and Cost Proposal. * Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. * Bid Proposals must be bound and use tabs to label sections. |
| **Envelope Contents and Labeling** | | | * Envelopes shall be addressed to the Issuing Officer. * The envelope containing the original Bid Proposal shall be labeled “original” and each envelope containing a copy of the Bid Proposal shall be labeled “copy.” Each envelope must be numbered to correspond with the number of copies of Proposals. * The Technical and Cost Proposals must be packaged separately with each copy in its own envelope. All envelopes may be included in the same box |
| **Number of Hard Copies** | | | Submit one (1) original hard copy of the Proposal and 4 identical copies of the original. The original hard copy must contain original signatures. |
| **USB Flash Drive** | | | * The Technical Proposal and Cost Proposal must be provided in separate files on a USB flash drive. The USB flash drive must be placed in the envelope with the original Bid Proposal. * The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents. |
| **Request for Confidential Treatment** | | | Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:   * The Bidder will complete the appropriate section of the Primary Bidder Detail Form & Certificationwhich requires the specific statutory citation supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public. * The Bidder shall submit one (1) complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a “public copy,” and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential. * The Cost Proposal will be part of the ultimate contract entered into with the successful Bidder. Pricing information may not be designated as confidential material. However, Cost Proposal supporting materials may be marked confidential if consistent with applicable law. * The transmittal letter may not be marked confidential. * The Bidder shall submit a USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This USB flash drive shall be clearly marked as a “public copy”. * The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents. |
| **Exceptions to RFP/Contract Language** | | | If the Bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail & Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.  The Agency reserves the right to either execute a contract without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served. |

3.2 Contents and Organization of Technical Proposal.

This section describes the information that must be in the Technical Proposal. Bid Proposals should be organized into sections **in the same order provided here.** Hard copies of Bid Proposals should use tabs to separate each section. If a Bidder chooses to provide information in attachments to respond to any section below, please create a new tabbed attachment section immediately behind the applicable section. For example, to add attachments related to information asked for in Section 3.2.3 Information to Include Behind Tab 3: Bidder’s Approach to Meeting Deliverables, the Bidder would create a new tab in the Technical Proposal that is called Tab 3 Attachments and place the attachment(s) there. The Bidder would follow suit by creating new tabbed sections for attachments created to respond to any other section below in their bid proposal

3.2.1 Information to Include Behind Tab 1:

**Transmittal Letter.**

The transmittal letter serves as a cover letter for the Technical Proposal. It must consist of an executive summary that briefly reviews the strengths of the Bidder and key features of its proposed approach to meet the specifications of this RFP.

**3.2.2 Information to Include Behind Tab 2: Proposal Table of Contents.**

The Bid Proposal must contain a table of contents.

3.2.3 Information to Include Behind Tab 3: Bidder’s Approach to Meeting Deliverables.

The Bidder shall address each Deliverable that the successful contractor will perform as listed in **Section 1.3, *Scope of Work***, and **Section 1.4, *Scope of Work Additional Requirements***, by first restating the Deliverable from the RFP and then detailing the Bidder’s planned approach to meeting each contractor Deliverable immediately after the restated text. Bid responses should provide sufficient detail so that the Agency can understand and evaluate the Bidder’s approach, and should not merely repeat the Deliverable.

Bidders are given wide latitude in the degree of detail they offer or the extent to which they reveal plans, designs, examples, processes, and procedures. Bidders do not need to address any responsibilities that are specifically designated as Agency responsibilities.

**Note:**

* Responses to Deliverables shall be in the same sequence as presented in the RFP.
* Bid Proposals shall identify any deviations from the specifications the Bidder cannot satisfy.
* Bid Proposals shall not contain promotional or display materials unless specifically required.

If a Bidder proposes more than one method of meeting the RFP requirements, each method must be drafted and submitted as separate Bid Proposals. Each will be evaluated separately.

3.2.4 Information to Include Behind Tab 4: Bidder’s Experience.

3.2.4.1 Level of technical experience in providing the types of services sought by the RFP.

3.2.4.2 Description of all services similar to those sought by this RFP that the Bidder has provided to the Agency and other businesses or governmental entities within the last twenty-four (24) months, specifically genetic testing services for states’ child support agencies. For each similar service, provide a matrix detailing:

* Project title;
* Project role (primary contractor or subcontractor);
* Name of client agency or business;
* Start and end dates of service;
* Contract value;
* General description of the scope of work, including the average number of specimens tested in calendar years 2019 and 2020;
* Whether the services were provided timely and within budget; and
* Contact information for the client’s project manager including address, telephone number, and email address.

3.2.4.3 Letters of reference from three (3) of the Bidder’s previous clients knowledgeable of the Bidder’s performance in providing services similar to those sought in this RFP, including a contact person, telephone number, and email address for each reference. It is preferred that letters of reference are provided for services that were procured in a competitive environment. Form letters of reference that do not elaborate on the Bidder’s performance under the specific relationships addressed in the reference letter may negatively impact the Bidder’s evaluation/score. Persons who are currently employed by the Agency are not eligible to be references.

3.2.4.4 Description of experience managing subcontractors, if the Bidder proposes to use subcontractors.

**3.2.5 Information to Include Behind Tab 5: Personnel.**

The Bidder shall provide the following information regarding personnel:

**3.2.5.1 Tables of Organization.**

Illustrate the lines of authority in two tables:

* One showing overall operations
* Oneshowing staff who will provide services under the RFP

**3.2.5.2 Reserved. (Names and Credentials of Key Corporate Personnel)** This information is not required.

**3.2.5.3 Information About Project Manager and Key Project Personnel.**

* Include names and credentials for the project manager and any additional key project personnel who will be involved in providing services sought by this RFP. Include resumes for these personnel. The resumes shall include: name, education, and years of experience and employment history, particularly as it relates to the scope of services specified herein. Resumes shall also include the percentage of time the person would be specifically dedicated to this project on a monthly basis, if the Bidder is selected as the successful Bidder. Resumes should not include social security numbers.
* Include the project manager’s experience managing subcontractor staff if the Bidder proposes to use subcontractors.

**3.2.5.4 Disclosures.**

List any details of whether the Bidder or any owners, officers, primary partners, staff providing services or any owners, officers, primary partners, or staff providing services of any subcontractor who may be involved with providing the services sought in this RFP, have ever had a founded child or dependent adult abuse report, or been convicted of a felony.

**3.2.6 Information to Include Behind Tab 6: RFP Forms.**

The forms listed below are attachments to this RFP. Fully complete and return these forms behind Tab 6:

* Release of Information Form
* Primary Bidder Detail & Certification Form
* Subcontractor Disclosure Form (one for each proposed subcontractor)
* Certification and Disclosure Regarding Lobbying

**3.2.7 Reserved. (Financial Statements)** This information is not required.

3.3 Cost Proposal.

**Content and Format.**

The Bidder shall provide the following information in the Cost Proposal:

**Provide a per-person, all-inclusive cost for each scenario below:**

1) Contractor schedules the customers’ appointments and collects, ships, and tests the specimens, and issues the result reports. The Contractor shall quote one fee to be charged regardless of collection location.

2) Agency staff schedules the customers’ appointments and collects the specimens. The Contractor provides the shipping material, pays for shipping, tests the specimens, and issues the result report. The Contractor shall quote one fee to be charged regardless of collection location.

**NOTE: Please see Attachment J for format of the Cost Proposal.**

Section 4 Evaluation Of Bid Proposals

4.1 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.

4.2 Evaluation Committee.

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

4.3 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.

**Scoring Guide.**

Points will be assigned to each evaluation component as follows, unless otherwise designated:

|  |  |
| --- | --- |
| 4 | Bidder has agreed to comply with the requirements and provided a clear and compelling description of how each requirement would be met, with relevant supporting materials. Bidder’s proposed approach frequently goes above and beyond the minimum requirements and indicates superior ability to serve the needs of the Agency. |
| 3 | Bidder has agreed to comply with the requirements and provided a good and complete description of how the requirements would be met. Response clearly demonstrates a high degree of ability to serve the needs of the Agency. |
| 2 | Bidder has agreed to comply with the requirements and provided an adequate description of how the requirements would be met. Response indicates adequate ability to serve the needs of the Agency. |
| 1 | Bidder has agreed to comply with the requirements and provided some details on how the requirements would be met. Response does not clearly indicate if all the needs of the Agency will be met. |
| 0 | Bidder has not addressed any of the requirements or has provided a response that is limited in scope, vague, or incomplete. Response did not provide a description of how the Agency’s needs would be met. |

**Technical Proposal Components.**

When Bid Proposals are evaluated, the total points for each component are comprised of the component’s assigned weight multiplied by the score the Bid Proposal earns. Points for all components will be added together. The evaluation components, including maximum points that may be awarded, are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Technical Proposal Components** | **Weight** | **Score (0-4)** | **Potential Maximum Points** |
| Service Requirements (Section 1.3) | 50 | ------- | 200 |
| Bidder’s Experience and Personnel (Sections 3.2.4 and 3.2.5) | 50 | ------- | 200 |
| Business Methods (Section 1.4.1) | 25 | ------- | 100 |
| Specimen Collection (Section 1.4.2) | 25 | ------- | 100 |
| Customer Service  (Section 1.4.3) | 25 | ------- | 100 |
| Specimen Collection by CSRU Staff  (Section 1.4.4) | 12.5 | ------- | 50 |

**Scoring of Cost Proposal Pricing.**

Cost Proposal pricing will be scored based on a ratio of the lowest Cost Proposal versus the cost of each higher priced Bid Proposal. Under this formula, the lowest Cost Proposal receives all of the points assigned to pricing. A Cost Proposal twice as expensive as the lowest Cost Proposal would earn half of the available points. The formula is:

**Weighted Cost Score = (price of lowest Cost Proposal/price of each higher priced Cost Proposal) X (points assigned to pricing)**

**Total Points Assigned to Pricing: 250**

**Total Points Possible for Technical and Cost Proposals: 1,000**

4.4 Recommendation of the Evaluation Committee.

The evaluation committee may initially present a final ranking and recommendation(s) to the CSRU Bureau Chief. In any event, a final ranking and recommendation(s) will be presented to the Division Administrator for final consideration. In making this recommendation, the committee is not bound by any scores or scoring system used to assist with initially determining the relative merits of each Bid Proposal. This recommendation may include, but is not limited to, the name of one or more Bidders recommended for selection or a recommendation that no Bidder be selected. The Division Administrator shall consider the committee’s recommendation when making the final decision, but is not bound by the recommendation.

# Attachment A: Release of Information

*(Return this completed form behind Tab 6 of the Bid Proposal.)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of Bidder) hereby 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 RFP, 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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Bidder Organization

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Representative Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

# Attachment B: Primary Bidder Detail & Certification Form

*(Return this completed form behind Tab 6 of the Proposal. If a section does not apply, label it “not applicable.”)*

|  |  |  |
| --- | --- | --- |
| **Primary Contact Information (individual who can address issues re: this Bid Proposal)** | | |
| **Name:** |  | |
| **Address:** |  | |
| **Tel:** |  | |
| **Fax:** |  | |
| **E-mail:** |  | |
| **Primary Bidder Detail** | | |
| **Business Legal Name (“Bidder”):** | |  |
| **“Doing Business As” names, assumed names, or other operating names:** | |  |
| **Parent Corporation Name and Address of Headquarters, if any:** | |  |
| **Form of Business Entity (i.e., corp., partnership, LLC, etc.):** | |  |
| **State of Incorporation/organization:** | |  |
| **Primary Address:** | |  |
| **Tel:** | |  |
| **Local Address (if any):** | |  |
| **Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:** | |  |
| **Number of Employees:** | |  |
| **Number of Years in Business:** | |  |
| **Primary Focus of Business:** | |  |
| **Federal Tax ID:** | |  |
| **DUNS #:** | |  |
| **Bidder’s Accounting Firm:** | |  |
| **If Bidder is currently registered to do business in Iowa, provide the Date of Registration:** | |  |
| **Do you plan on using subcontractors if awarded this Contract? {If “YES,” submit a Subcontractor Disclosure Form for each proposed subcontractor.}** | |  |
|  | | (YES/NO) |

|  |  |  |
| --- | --- | --- |
| **Request for Confidential Treatment (See Section 3.1)** | | |
| **Check Appropriate Box:**  **Bidder Does Not Request Confidential Treatment of Bid Proposal**  **Bidder Requests Confidential Treatment of Bid Proposal** | | |
| **Location in Bid Proposal (Tab/Page)** | **Specific Grounds in Iowa Code Chapter 22 or Other Applicable Law Which Supports Treatment of the Information as Confidential** | **Justification of Why Information Should Be Kept in Confidence and Explanation of Why Disclosure Would Not Be in The Best Interest of the Public** |
|  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Exceptions to RFP/Contract Language (See Section 3.1)** | | | |
| **RFP Section and Page** | **Language to Which Bidder Takes Exception** | **Explanation and Proposed Replacement Language:** | **Cost Savings to the Agency if the Proposed Replacement Language is Accepted** |
|  |  |  |  |

**PRIMARY BIDDER CERTIFICATIONS**

1. **BID PROPOSAL CERTIFICATIONS. By signing below, Bidder certifies that:** 
   1. Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail & Certification Form. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal. The Bidder accepts and shall comply with all Contract Terms and Conditions contained in the Sample Contract without change except as set forth in the Contract;
   2. Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein;
   3. Bidder has received any amendments to this RFP issued by the Agency;
   4. No cost or pricing information has been included in the Bidder’s Technical Proposal;
   5. If Bidder requests confidential treatment of any information submitted in its Proposal, the Bidder expressly acknowledges and agrees that the Agency’s evaluation document(s) may reference information of which the Bidder requested confidential treatment in the Bid Proposal. These Agency evaluation documents may then be in the public domain and be open to inspection by interested parties upon the Agency’s issuance of a Notice of Intent to Award. The Agency will not redact information or references to information in evaluation documents even in instances which a Bidder requested confidential treatment in the Bid Proposal; and,
   6. The person signing this Bid Proposal certifies that he/she is the person in the Bidder’s organization responsible for, or authorized to make decisions regarding the prices quoted and, Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier.
2. **SERVICE AND REGISTRATION CERTIFICATIONS. By signing below, Bidder certifies that:** 
   1. Bidder certifies that the Bidder’s organization has sufficient personnel and resources available to provide all services proposed by the Bid Proposal, and such resources will be available on the date the RFP states services are to begin. Bidder guarantees personnel proposed to provide services will be the personnel providing the services unless prior approval is received from the Agency to substitute staff;
   2. Bidder certifies that if the Bidder is awarded the contract and plans to utilize subcontractors at any point to perform any obligations under the contract, the Bidder will (1) notify the Agency in writing prior to use of the subcontractor, and (2) apply all restrictions, obligations, and responsibilities of the resulting contract between the Agency and contractor to the subcontractors through a subcontract. The contractor will remain responsible for all Deliverables provided under this contract;
   3. Bidder either is currently registered to do business in Iowa or agrees to register if Bidder is awarded a Contract pursuant to this RFP;
   4. Bidder certifies it is either: 1) registered or will become registered with the Iowa Department of Revenue to collect and remit Iowa sales and use taxes as required by Iowa Code chapter 423; or 2) not a “retailer” of a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Bidder also acknowledges that the Agency may declare the Bid Proposal void if the above certification is false. Bidders may register with the Department of Revenue online at: <http://www.state.ia.us/tax/business/business.html>; and,

2.5 Bidder certifies it will comply with Davis-Bacon requirements if applicable to the resulting contract.

1. **EXECUTION.**

By signing below, I certify that I have the authority to bind the Bidder to the specific terms, conditions and technical specifications required in the Agency’s Request for Proposals (RFP) and offered in the Bidder’s Proposal. I understand that by submitting this Bid Proposal, the Bidder agrees to provide services described herein which meet or exceed the specifications of the Agency’s RFP unless noted in the Bid Proposal and at the prices quoted by the Bidder. The Bidder has not participated, and will not participate, in any action contrary to the anti-competitive obligations outlined in the Additional Certifications. I certify that the contents of the Bid Proposal are true and accurate and that the Bidder has not made any knowingly false statements in the Bid Proposal.

|  |  |
| --- | --- |
| **Signature:** |  |
| **Printed Name/Title:** |  |
| **Date:** |  |

# Attachment C: Subcontractor Disclosure Form

*(Return this completed form behind Tab 6 of the Bid Proposal. Fully complete a form for* ***each*** *proposed subcontractor. If a section does not apply, label it “not applicable.” If the Bidder does not intend to use subcontractor(s), this form does not need to be returned*.*)*

|  |  |
| --- | --- |
| **Primary Bidder (“Primary Bidder”):** |  |
| **Subcontractor Contact Information (individual who can address issues re: this RFP)** | |
| **Name:** |  |
| **Address:** |  |
| **Tel:** |  |
| **Fax:** |  |
| **E-mail:** |  |

|  |  |
| --- | --- |
| **Subcontractor Detail** | |
| **Subcontractor Legal Name (“Subcontractor”):** |  |
| **“Doing Business As” names, assumed names, or other operating names:** |  |
| **Form of Business Entity (i.e., corp., partnership, LLC, etc.)** |  |
| **State of Incorporation/organization:** |  |
| **Primary Address:** |  |
| **Tel:** |  |
| **Fax:** |  |
| **Local Address (if any):** |  |
| **Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:** |  |
| **Number of Employees:** |  |
| **Number of Years in Business:** |  |
| **Primary Focus of Business:** |  |
| **Federal Tax ID:** |  |
| **Subcontractor’s Accounting Firm:** |  |
| **If Subcontractor is currently registered to do business in Iowa, provide the Date of Registration:** |  |
| **Percentage of Total Work to be performed by this Subcontractor pursuant to this RFP/Contract.** |  |
| **General Scope of Work to be performed by this Subcontractor** | |
|  | |
| **Detail the Subcontractor’s qualifications for performing this scope of work** | |
|  | |

By signing below, Subcontractor agrees to the following:

1. Subcontractor has reviewed the RFP, and Subcontractor agrees to perform the work indicated in this Bid Proposal if the Primary Bidder is selected as the winning Bidder in this procurement;
2. Subcontractor has reviewed the Additional Certifications and by signing below confirms that the Certifications are true and accurate and Subcontractor will comply with all such Certifications;
3. Subcontractor recognizes and agrees that if the Primary Bidder enters into a contract with the Agency as a result of this RFP, all restrictions, obligations, and responsibilities of the contractor under the contract shall also apply to the subcontractor;
4. Subcontractor agrees that it will register to do business in Iowa before performing any services pursuant to this contract, if required to do so by Iowa law; and,
5. Subcontractor certifies that it will comply with Davis-Bacon requirements if applicable to the resulting contract.

The person signing this Subcontractor Disclosure Form certifies that he/she is the person in the Subcontractor’s organization responsible for or authorized to make decisions regarding the prices quoted and the Subcontractor has not participated, and will not participate, in any action contrary to the anti-competitive obligations outlined in the Additional Certifications.

I hereby certify that the contents of the Subcontractor Disclosure Form are true and accurate and that the Subcontractor has not made any knowingly false statements in the Form.

|  |  |
| --- | --- |
| **Signature for Subcontractor:** |  |
| **Printed Name/Title:** |  |
| **Date:** |  |

# Attachment D: Additional Certifications

*(Do not return this page with the Bid Proposal.)*

* 1. **CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST**

By submission of a Bid Proposal, the Bidder certifies (and in the case of a joint proposal, each party thereto certifies) that:

1. The Bid Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant of the Agency who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee;
2. The Bid Proposal has been developed independently, without consultation, communication or agreement with any other Bidder or parties for the purpose of restricting competition;
   1. Unless otherwise required by law, the information in the Bid Proposal has not been knowingly disclosed by the Bidder and will not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other Bidder;
3. No attempt has been made or will be made by the Bidder to induce any other Bidder to submit or not to submit a Bid Proposal for the purpose of restricting competition;
4. No relationship exists or will exist during the contract period between the Bidder and the Agency that interferes with fair competition or is a conflict of interest.
5. The Bidder and any of the Bidder’s proposed subcontractors have no other contractual relationships which would create an actual or perceived conflict of interest.
   1. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this Bid Proposal, the Bidder is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Bidder shall provide immediate written notice to the person to whom this Bid Proposal is submitted if at any time the Bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The Bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.
5. The Bidder further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
   1. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND/OR VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**
9. The Bidder certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
10. Where the Bidder is unable to certify to any of the statements in this certification, such Bidder shall attach an explanation to this Proposal.
    1. **CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994**

By signing and submitting this Bid Proposal, the Bidder is providing the certification set out below:

The Bidder must comply with Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to children’s services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children’s services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed.

The Bidder further agrees that the above language will be included in any subawards that contain provisions for children’s services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1000 per day.

* 1. **CERTIFICATION REGARDING DRUG FREE WORKPLACE**

1. **Requirements for Contractors Who are Not Individuals.** If the Bidder is not an individual, by signing and submitting this Bid Proposal the Bidder agrees to provide a drug-free workplace by:
2. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. establishing a drug-free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the person’s policy of maintaining a drug- free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon employees for drug abuse violations;

1. making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (a);
2. notifying the employee in the statement required by subparagraph (a), that as a condition of employment on such contract, the employee will:

(1) abide by the terms of the statement; and

(2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

1. notifying the contracting agency within 10 days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
2. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and
3. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f).
4. **Requirement for Individuals.** If the Bidder is an individual, by signing and submitting this Bid Proposal the Bidder agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.
5. **Notification Requirement.** The Bidder shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):
6. take appropriate personnel action against such employee up to and including termination; or
7. require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
   1. **NON-DISCRIMINATION**

The Bidder does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.

# Attachment E: Certification and Disclosure Regarding Lobbying Attachment

*(Return this executed form behind Tab 6 of the Bid Proposal.)*

**Instructions:**

Title 45 of the Code of Federal Regulations, Part 93 requires the bidder to include a certification form, and a disclosure form, if required, as part of the bidder’s proposal. Award of the federally funded contract from this RFP is a Covered Federal action.

1. The bidder shall file with the Agency this certification form, as set forth in Appendix A of 45 CFR Part 93, certifying the bidder, including any subcontractor(s) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) have not made, and will not make, any payment prohibited under 45 CFR § 93.100.
2. The bidder shall file with the Agency a disclosure form, set forth in Appendix B of 45 CFR Part 93, in the event the bidder or subcontractor(s) at any tier (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) has made or has agreed to make any payment using non-appropriated funds, including profits from any covered Federal action, which would be prohibited under 45 CFR § 93.100 if paid for with appropriated funds. All disclosure forms shall be forwarded from tier to tier until received by the bidder and shall be treated as a material representation of fact upon which all receiving tiers shall rely.

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

***Statement for Loan Guarantees and Loan Insurance***

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

Submission of this statement is a pre-requisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 for each such failure.

I certify that the contents of this certification are true and accurate and that the bidder has not made any knowingly false statements in the Bid Proposal. I am checking the appropriate box below regarding disclosures required in Title 45 of the Code of Federal Regulations, Part 93.

🞏 The bidder is NOT including a disclosure form as referenced in this form’s instructions because the bidder is NOT required by law to do so.

🞏 The bidder IS filing a disclosure form with the Agency as referenced in this form’s instructions because the bidder IS required by law to do so. If the bidder is filing a disclosure form, place the form immediately behind this in the Proposal.

|  |  |
| --- | --- |
| **Signature:** |  |
| **Printed Name/Title:** |  |
| **Date:** |  |

**Attachments Specific to This RFP**

* Attachment F, *CSRU Counties Served by Office*
* Attachment G, *Map of CSRU Office Locations*
* Attachment H, *Confidential Request for DNA Paternity Testing Form*
* Attachment I, *Confidential Information Safeguarding Provisions*
* Attachment J, *Cost Proposal*

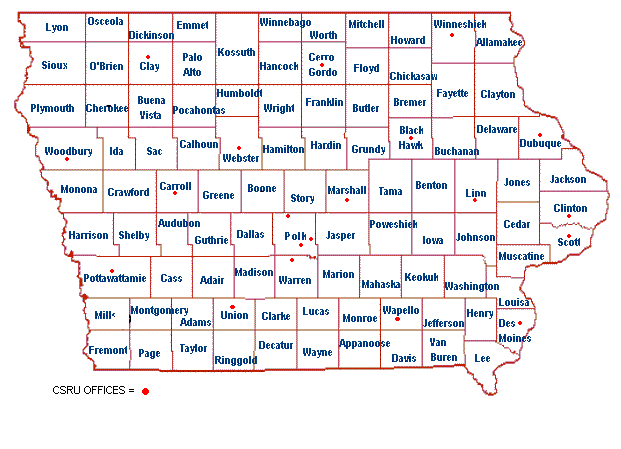
**Attachment F**

***CSRU Counties Served by Office***

|  |  |  |  |
| --- | --- | --- | --- |
| **CSRU Office** | **Counties Served** | **CSRU Office** | **Counties Served** |
| **Ankeny** | Polk\* | **Foster Care** | All counties |
| **Burlington** | Des Moines\* | **Indianola** | Madison |
|  | Henry |  | Marion |
|  | Lee |  | Polk |
|  | Louisa |  | Warren\* |
|  | Muscatine | **Marshalltown** | Butler |
| **Carroll** | Audubon |  | Grundy |
|  | Boone |  | Hardin |
|  | Carroll\* |  | Marshall\* |
|  | Crawford |  | Poweshiek |
|  | Greene |  | Tama |
|  | Guthrie | **Mason City** | Cerro Gordo\* |
|  | Sac |  | Floyd |
| **Cedar Rapids** | Iowa |  | Franklin |
|  | Johnson |  | Hancock |
|  | Linn\* |  | Kossuth |
| **Clinton** | Cedar |  | Mitchell |
|  | Clinton\* |  | Winnebago |
|  | Jackson |  | Worth |
| **Council Bluffs** | Fremont | **Ottumwa** | Appanoose |
|  | Harrison |  | Davis |
|  | Mills |  | Jefferso n |
|  | Montgomery |  | Keokuk |
|  | Page |  | Lucas |
|  | Pottawattamie\* |  | Monroe |
|  | Shelby |  | Van Buren |
|  | Taylor |  | Wappello\* |
| **Creston** | Adair |  | Washington |
|  | Adams |  | Wayne |
|  | Cass | **Pleasant Hill** | Dallas |
|  | Clarke |  | Jasper |
|  | Decatur |  | Polk\* |
|  | Polk | **Sioux City** | Buena Vista |
|  | Ringgold |  | Cherokee |
|  | Union\* |  | Ida |
| **Davenport** | Cedar |  | Monona |
|  | Clinton |  | Plymouth |
|  | Scott\* |  | Woodbury\* |
| **Decorah** | Allamakee | **Spencer** | Clay\* |
|  | Benton |  | Dickinson |
|  | Chickasaw |  | Emmet |
|  | Clayton |  | Lyon |
|  | Fayette |  | O'Brien |
|  | Howard |  | Osceola |
|  | Winneshiek\* |  | Pocahontas |
| **Des Moines** | Polk\* |  | Sioux |
| **Dubuque** | Dubuque\* | **Waterloo** | Black Hawk\* |
|  | Jackson |  | Bremer |
|  | Jones |  | Buchanan |
| **Fort Dodge** | Calhoun |  | Delaware |
|  | Hamilton | ***Note: The asterisk (\*) denotes the county in which the CSRU office is located.***  ***The city of Des Moines is located in Polk County; while the city of Burlington is located in Des Moines County.*** | |
|  | Humboldt |
|  | Webster\* |
|  | Wright |
|  |  |
|  |  |  |  |
|  | | | |

**Attachment G**

***Map of CSRU Office Locations***

****

**Attachment H**

# State of Iowa Child Support Recovery Unit

# CONFIDENTIAL REQUEST FOR DNA PATERNITY TESTING

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Request Date:** | | | |  |  | | | Iowa IV-D Case #: CSC | | | |  | | |
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| **To:** | |  | | | |  | **From:** | |  | | | | | |
|  | |  | | | |  |  | |  | | | | | |
|  | **Phone #:** | |  | | |  | **Contact person:** | | | |  | | | |
|  | **Fax #:** | |  | | |  | **Phone #:** | | | |  | | **Fax #:** |  |
| **Lab Case #:** | | |  | | |  | **Bill to Acct #:** | | | |  | | | |
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| **Type of Request:** |  | Local Lab scheduling of all parties. | | | | | | ***(Scheduled by CSRU office-see below)*** | | | | | | | | | | | | | | | | |
|  |  |  | | | | | | | | | | | | |  | | | | | | | | | |
| *(Check all that apply)* |  | Partial local scheduling &/or out of area scheduling | | | | | | | | | | | | ***(Local scheduled by CSRU office-see below)*** | | | | | | | | | | |
|  |  |  | | | | | | | | | | | | |  | | | | | | | | | |
|  |  | Out of area **SCHEDULING NEEDED** for: | | | | | | | | |  | *Alleged father* | | | | |  | | *Mother* | | |  | | *Child(ren)* |
|  |  |  | | | | | | | | |  |  | | | |  | |  | | | |  | |  |
|  |  | Prison scheduling | | | *(Copy of Genetic Testing order included.)* | | | | | | | | | | | | | | | | | | | |
|  |  | Motherless testing | | | *Name of caretaker:* | | | |  | | | | | | | | | | | | | | *(For Phlebotomist use)* | |
|  |  |  | | | |  | | | |  | | | | | | | | | | | |  | | |
|  |  | Please use stored samples for: | | | | | | | | |  | *Alleged father* | | | | |  | | *Mother* | | |  | | *Child(ren)* |
|  |  | Lab Case #/ID: | |  | | | | | | | | | *(if applicable)* | | | | | | | |  | | | |
|  |  |  | | | |  | | | |  | | | | | | | | | | | |  | | |
|  |  | UIFSA | *Initiating State:* | | | |  | | | | | | *Initiating Case Number:* | | | | | | |  | | | | |
|  |  | *Responding State:* | | | | |  | | | | | | *Responding Case Number:* | | | | | | |  | | | | |

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| **Send Original Report to:** | | | | | | |  |  | | | | | | | | | | | | | | | | | | | | | | | |  | ***Please send copy of report and original billing statement to Requesting office.*** | | | |
|  | | | |  | | |  |  |
| **Docket/Court #:** | | | | |  | |  |  |
| **MOTHER:** | | | | | | | | | SSN | | | | | |  | | | DOB | | | | | | |  | | RACE | | | | | | | |  | |
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| **City:** | |  | | | | | | | | | | | **State:** | | | | | |  | | **Zip:** | | | | | |  | | | | | |  | | | |
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| **CHILD(REN):** | | | | | | | | | SSN | | | | | |  | DOB | | | | | |  | SEX | | | | CITY, STATE | | | | | | | | | |
| #1 |  | | | | | | | |  | | | | | |  |  | | | | | |  |  | | | |  | | | | | | | | | |
| #2 |  | | | | | | | |  | | | | | |  |  | | | | | |  |  | | | |  | | | | | | | | | |
| #3 |  | | | | | | | |  | | | | | |  |  | | | | | |  |  | | | |  | | | | | | | | | |
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| **ALLEGED FATHER/TESTED MAN:** | | | | | | | | | **SSN** | | | | | |  | | **DOB** | | | | | | |  | | RACE | | | | | | | |  | | |
|  | | | | | | | | |  | | | | | |  | |  | | | | | | |  | |  | | | | | | | |  | | |
| **City:** | |  | | | | | | | | | | | **State:** | | | | | |  | | **Zip:** | | | | | |  | | | | | |  | | | |
| **Scheduled Draw Date & Location:** | | | | | | | | | | | |  | |  | | | | | | | | | | | | | | | |  |  | | | | | |
|  | | **MOTHER** | | | | | | | |  | **CHILD(REN)** | | | | | | | | | | | | | | | | |  | **ALLEGED FATHER** | | | | | | | |
| **Date &**  **Time:** | |  | | | |  | | | |  |  | | | | | | | | |  | | | | | | | |  |  | | | | | | |  |
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| **Place:** | |  | | | | | | | |  |  | | | | | | | | | | | | | | | | |  |  | | | | | | | |
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| **Phone #:** | |  | | | | | | | |  |  | | | | | | | | | | | | | | | | |  |  | | | | | | | |
| **Contact:** | |  | | | | | | | |  |  | | | | | | | | | | | | | | | | |  |  | | | | | | | |
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| **COMMENTS:** | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

**Attachment I**

**Confidential Information Safeguarding Provisions**

**Definition of Confidential Information.** The term “Confidential Information” shall include, but not be limited to, the following:

* All individual case information received pursuant to this Contract unless otherwise designated by the Bureau,
* An individual’s social security number,
* An individual’s residential and mailing addresses,
* An individual’s employment information, and
* An individual’s financial information.

**Prohibitions against the Use and Disclosure of Confidential Information.** The Contractor shall not use, handle, transmit, store, or destroy the Confidential Information of applicants or recipients of child support enforcement services in a manner or for any purpose, except as allowed by the provisions of the Agreement. The Contractor shall safeguard the confidentiality of Confidential Information concerning applicants or recipients of child support enforcement services according to 5 U.S.C. § 552a; 42 U.S.C. §§ 654 and 654a; Iowa Code § 252B.9; 45 CFR Parts 303.21 and 307.13; and other applicable federal and state laws.

**Reporting.** The Contractor shall report to the Bureau’s Security and Privacy Officer and the Child Support Recovery Unit any use or disclosure of the Confidential Information not provided for by this Contract of which the Contractor becomes aware, as well as report any suspected or unauthorized access to or disclosure of Confidential Information. The Contractor agrees to report suspected or unauthorized access to or disclosure of Confidential Information immediately, as the Bureau is required to report the suspected or unauthorized access or disclosure within the following timeframes:

* Social Security Information …………………………………..1 hour
* Federal Parent Locator Service …………………………….…1 hour
* All other Confidential Information ……………………….…..3 Business Days

**Sanctions*.*** State and federal statutes carry criminal penalty or civil liability for confidentiality violation. For example, see Iowa Code § 252B.10; 5 U.S.C. § 552a; and 42 U.S.C. §§ 653(l)(2) and 654a(d)(5). The Contractor may not use the Confidential Information for commercial or political purposes or re-disclose the Confidential Information without the express, written consent of the Bureau. The Contractor may be held civilly or criminally liable for misuse of the Confidential Information.

**Survival.** The provisions of the Contract that protect Confidential Information shall survive termination of the Contract.

Rev. 4/22/16

# Attachment J

# *Cost Proposal*

*(Include this completed page with your Proposal, pursuant to the instructions in*

*Section 3.1,* *Bid Proposal Formatting.)*

The bidder shall provide the following information in the Cost Proposal:

**Provide a per-person, all-inclusive cost for each scenario below:**

|  |  |
| --- | --- |
| Scenario | Cost Per Person |
| 1) Contractor schedules the customers’ appointments and collects, ships, and tests the specimens, and issues the result reports. The Contractor shall quote one fee to be charged regardless of collection location. |  |
| 2) Agency staff schedules the customers’ appointments and collects the specimens. The Contractor provides the shipping material, pays for shipping, tests the specimens, and issues the result report. The Contractor shall quote one fee to be charged regardless of collection location. |  |

# Attachment: Sample Contract

*(These contract terms contained in the Special Terms, General Terms, and Contingent 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 RFP and the potential resulting contract. Bidders should plan on such terms being included in any contract entered into as a result of this RFP. All costs associated with complying with these terms should be included in the Cost Proposal or any pricing quoted by the Bidder. See RFP Section 3.1 regarding Bidder exceptions to contract language.)*

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

**CONTRACT DECLARATIONS AND EXECUTION**

|  |  |
| --- | --- |
| **RFP #** | **Contract #** |
| BOC-22-006 | *{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:

|  |
| --- |
| **Agency of the State (hereafter “Agency”)** |
| **Name/Principal Address of Agency:**  Iowa Department of Human Services  1305 E. Walnut  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.}* |

|  |
| --- |
| **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:**  No | **ISPO Number:** ISPO-22-01 |
| **Contract Include Sharing SSA Data?** No | **DoIT Number:** N/A |

|  |
| --- |
| **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.***

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

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

**1.3.3.1 Agency Monitoring Clause.** The Contract Manager or designee will:

* Verify Invoices and supporting documentation itemizing work performed prior to payment;
* Determine compliance with general contract terms, conditions, and requirements; and
* Assess compliance with Deliverables, performance measures, or other associated requirements.

**1.3.3.2 Agency Review** **Clause.** The Contract Manageror designee will use the results of monitoring activities and other relevant data to assess the Contractor’s overall performance and compliance with the Contract. At a minimum, the Agency will conduct a review 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.

**1.3.3.3 Problem Reporting.** As stipulated by the Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of Contract performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities.

The Agency’s acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The Agency’s inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

**1.3.3.4 Addressing Deficiencies.** To the extent that Deficiencies are identified in the Contractor’s performance and notwithstanding other remedies available under this Contract, the Agency may require the Contractor to develop and comply with a plan acceptable to the Agency to resolve the Deficiencies.

**1.3.4 Contract Payment Clause.**

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

*{To be determined.}*

**1.3.4.2 Payment Methodology.**

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

**1.3.4.3 Timeframes for Regular Submission of Initial and Adjusted Invoices.** The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Invoice(s) shall be submitted when genetic testing results are issued.. Unless a longer timeframe is provided by federal law, and in the absence of the express written consent of the Agency, all Invoices shall be submitted within six months from the last day of the month in which the services were rendered. All adjustments made to Invoices shall be submitted to the Agency within ninety (90) days from the date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.

**1.3.4.4 Submission of Invoices at the End of State Fiscal Year.** Notwithstanding the timeframes above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Invoices to the Agency for payment by August 1st for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

**1.3.4.5 Payment of Invoices.** The Agency shall verify the Contractor’s performance of the Deliverables and timeliness of Invoices before making payment. The Agency will not pay Invoices that are not considered timely as defined in this Contract.If the Contractor wishes for untimely Invoice(s) to be considered for payment, the Contractor may submit the Invoice(s) in accordance with instructions for the Long Appeal Board Process to the State Appeal Board for consideration. Instructions for this process may be found at: <http://www.dom.state.ia.us/appeals/general_claims.html>.

The Agency shall pay all approved Invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

**1.3.4.6 Reimbursable Expenses.** Unless otherwise agreed to by the parties in an amendment to the Contract that is executed by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract.

***1.4 Insurance Coverage.***

The Contractor and any subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

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

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

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

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

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

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

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

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

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

***1.7* Reserved. *(Performance Security.)***

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

**1.8.1 General Terms for Service Contracts (“Section 2”).**  The version of the General Terms for Services Contracts Section posted to the Agency’s website at <https://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.

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

|  |  |
| --- | --- |
| **Contract Payments include Federal Funds?** Yes  *{The items below will be completed if the Contract includes Federal Funds}*  **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.}*  **DUNS #:** *{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?** No | **Contractor a Qualified Service Organization?** No |
| **Contractor subject to Iowa Code Chapter 8F?** Unknown | **Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)?** No |

1. Iowa has 99 counties; however, Lee County is divided into North Lee County and South Lee County, each with its own county Clerk of Court, resulting in 100 Clerk of Court offices in the state. [↑](#footnote-ref-1)