

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	Temporary Dental Services		RFP Number:	0619238033
Agency:	The Iowa Department of Administrative Services on behalf of the Iowa Department of the Iowa Department of Corrections			
State seeks to purchase:	Temporary Dental Services	Available to Political Subdivisions?	No	
Number of mos. or yrs. of the initial term of the contract:	1 year	Number of possible annual extensions:	5	
Initial Contract term beginning:	August 15 , 2019	Ending:	July 30, 2020	
State Issuing Officer: Kathy Harper Phone: 515-281-3089 E-mail: kathy.Harper2@iowa.gov				
Mailing Address: Iowa Department of Administrative Services Hoover State Office Building, Level 3 1305 East Walnut Street Des Moines, IA 50319-0105				
PROCUREMENT TIMETABLE—Event or Action			Date/Time (Central Time)	
State Posts Notice of RFP on TSB website			July 1, 2019	
State Issues RFP			July 3, 2019	
RFP written questions, requests for clarification, and suggested changes from Contractors due:			July 12, 2019/2:00 pm	
Proposals Due Date:			July 24 , 2019/2:00 pm	
Relevant Websites:	Web-address:			
Internet website where Addenda to this RFP will be posted:	http://bidopportunities.iowa.gov/			
Number of Copies of Proposals Required to be Submitted:			1 Original, 1 Digital, & 1 Copies	
Firm Proposal Terms Per Section 3.2.14, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:			120 Days	

Table of Contents

- 1. INTRODUCTION**
 - 1.1. Purpose
 - 1.2. Definitions
 - 1.3. Overview of the RFP Process
 - 1.4. Background Information
- 2. ADMINISTRATIVE INFORMATION**
 - 2.1. Issuing Officer
 - 2.2. Restriction on Communication
 - 2.3. Downloading the RFP from the Internet
 - 2.4. Procurement Timetable
 - 2.5. Questions, Requests for Clarification and Suggested Changes
 - 2.6. Amendment to RFP
 - 2.7. Amendment and Withdrawal of Proposal
 - 2.8. Submissions of Proposals
 - 2.9. Proposal Opening
 - 2.10. Costs of Preparing the Proposal
 - 2.11. No Commitment to Contract
 - 2.12. Rejection of Proposals
 - 2.13. Nonmaterial Variances
 - 2.14. Reference Checks
 - 2.15. Information from Other Sources
 - 2.16. Verification of Proposal Contents
 - 2.17. Proposal Clarification Process
 - 2.18. Disposition of Proposals
 - 2.19. Public Records and Requests for Confidential Treatment
 - 2.20. Copyright Permission
 - 2.21. Release of Claims
 - 2.22. Evaluation of Proposals Submitted
 - 2.23. Award Notice and Acceptance Period
 - 2.24. No Contract Rights until Execution
 - 2.25. Choice of Law and Forum
 - 2.26. Restrictions on Gifts and Activities
 - 2.27. No Minimum Guaranteed
 - 2.28. Appeals
- 3. FORM AND CONTENT OF PROPOSALS**
 - 3.1. Instructions
 - 3.2. Technical Proposal
 - 3.3. Cost Proposal
- 4. OPTION ONE SCOPE OF SERVICES –MEDICAL STAFFING COMPANY**
 - 4.1. Description of Desired Services
 - 4.2. Compensation and Benefits
 - 4.3. Requesting Agency Responsibilities
 - 4.4. Invoicing
 - 4.5. Delay of Payment Due to Contractor's Failure

4.6. Set-Off Against Sums Owed by the Contractor

4.7. Performance Based Incentives/Disincentives

5. OPTION TWO SCOPE OF SERVICES – INDIVIDUAL DENTAL PROFESSIONAL

5.1 Description of Desired Services

5.2 Competencies Required

5.3 Education, Experience and Special Requirements

5.4 Days and Hours of Work

6. SPECIFICATIONS

6.1 Mandatory Specifications

6.2 Scored Specifications for Option One – Staffing Company

6.3 Scored Specifications for Option Two – Individual Dental Professional

7. EVALUATION AND SELECTION

7.1. Introduction

7.2. Evaluation Committee

7.3. Overview of Evaluation

7.4. Evaluation Criteria

7.5. Preferences

8. CONTRACTUAL TERMS AND CONDITIONS

8.1. Contract Terms and Conditions

8.2. Special Terms

8.3. Contract Length

8.4. Insurance

Attachment 1 – Certification Letter

Attachment 2 – Authorization to Release Information Letter

Attachment 3 – Form 22 – Request for Confidentiality

Attachment 4 – Check List of Submittals

Attachment 5 – Cost Proposal Form Option One – Staffing Company

Attachment 6 – Cost Proposal Form Option Two – Individual Dental Professional

Attachment 7 – Terms and Conditions for Services

SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Contractors to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

1.2 Definitions

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

“Proposal” means the Contractor’s proposal submitted in response to the RFP.

“Contract” means the contract(s) entered into with the successful Contractor(s) as described in Section 8.

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

“Agency” or “Department” means the Iowa Department of Administrative Services.

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

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

“Responsive Proposal” means a Proposal that complies with the material provisions of this RFP.

“RFP” means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

“State” means the State of Iowa, the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

1.3 Overview of the RFP Process

Contractors will be required to submit their Proposals in hardcopy and on CD-ROM or flash drive. It is the Agency’s intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 7, Evaluation and Selection.

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

1.4 Background Information

This RFP is designed to provide Contractors with information for the preparation of competitive Proposals. The RFP process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

The Iowa Department of Corrections is currently seeking temporary dental services at the Iowa Correctional Institution for Women located in Mitchellville, Iowa and Anamosa State Penitentiary located in Anamosa Iowa. The state is also in need of temporary dental services from time to time at any and all of the nine (9) Department of Corrections facilities located in Clarinda, Rockwell City, Ft Dodge, Mitchellville, Newton, Anamosa, Coralville, Mt Pleasant and Ft Madison.

All nine (9) institutions offer health care including medical, psychological, optometry and dental services. All of our dental facilities have proper operatory equipment, staff and supplies. Dental care involves, screening exams, restoration work, xrays, cleanings and extractions. The University of Iowa offers oral surgery consultation service for emergencies or complicated procedures.

SECTION 2 ADMINISTRATIVE INFORMATION
--

2.1 Issuing Officer

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

2.2 Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Contractors may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Contractors may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

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

2.3 Downloading the RFP from the Internet

The RFP document and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/>. The Contractor is advised to check the website periodically for Addenda to this RFP, particularly if the Contractor downloaded the RFP from the Internet as the Contractor may not automatically receive addenda. It is the Contractor's sole responsibility to check daily for addenda to posted documents.

2.4 Procurement Timetable

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Contractor submissions, the Agency will issue an addendum to the RFP.

2.5 Questions, Requests for Clarification, and Suggested Changes

Contractors are invited to submit written questions and requests for clarifications regarding the RFP. Contractors may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Contractor shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions received from Contractors on before the date listed on the RFP cover sheet. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

2.6 Amendment to the RFP

The Agency reserves the right to amend the RFP at any time using an addendum. The Contractor shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Contractors to amend their Proposals in response to the addendum.

2.7 Amendment and Withdrawal of Proposal

The Contractor may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Contractor and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Contractors must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

2.8 Submission of Proposals

The Agency must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Proposals Due" date and time listed on the RFP cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Contractor.** Contractors sending Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Contractor's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

Contractors must furnish all information necessary to enable the Agency to evaluate the Proposal. Oral information provided by the Contractor will not be considered part of the Contractor's Proposal unless it is reduced to writing.

2.9 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Contractors who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Contractors who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.10 Costs of Preparing the Proposal

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

2.11 No Commitment to Contract

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract.

2.12 Rejection of Proposals

The Agency may reject outright and not evaluate a Proposal for reasons including, without limitation:

2.12.1 The Contractor fails to deliver the Cost Proposal in a separate envelope.

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

2.13 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to, minor failures to comply that: do not affect overall responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Contractors, do not change the meaning or scope of the RFP, or do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Contractor from full compliance with RFP specifications or other Contract specifications if the

Contractor is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.14 Reference Checks

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

2.15 Information from Other Sources

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

2.16 Verification of Proposal Contents

The content of a Proposal submitted by a Contractor is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

2.17 Proposal Clarification Process

The Agency reserves the right to contact a Contractor after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Contractor has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Contractor's Proposal. The Agency will not consider information received from or through Contractor if the information materially alters the content of the Proposal or the type of goods and/or services the Contractor is offering to the Agency. An individual authorized to legally bind the Contractor shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.18 Disposition of Proposals

All Proposals become the property of the State and shall not be returned to the Contractor. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be public records available for inspection by interested parties, except for information for which Contractor properly requests confidential treatment according to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.19 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code chapter 22. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Contractor as non-confidential records unless Contractor requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.20 Form 22 - Request for Confidentiality

FORM 22 MUST BE COMPLETED AND INCLUDED WITH CONTRACTOR'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT

CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.

2.21 Copyright Permission

By submitting a Proposal, the Contractor agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Contractor consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.22 Release of Claims

By submitting a Proposal, the Contractor agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided in the RFP or concerning the Agency's failure, negligent or otherwise, to provide the Contractor with pertinent information in this RFP.

2.23 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed and evaluated in accordance with Section 7 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Contractor offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Contractor(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State.

2.24 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Contractors submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Contractor fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Contractor the Agency believes will provide the best value to the State.

2.25 No Contract Rights until Execution

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

2.26 Choice of Law and Forum

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Contractors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.27 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Contractors are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.28 No Minimum Guaranteed

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

2.29 Appeals

A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the Notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Contractor.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

- 3.1.1** The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in a separate sealed envelope. The envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

RFP Number RFP0619238033

RFP Title: Temporary Dental Services

Issuing Officer Name : Kathy Harper

Lead Agency Address:

Iowa Department of Administrative Services Central Procurement Bureau

Hoover Building, 3rd Floor

1305 E. Walnut Street

Des Moines, Iowa 50319

[Contractor's Name and Address]

The Agency shall not be responsible for misdirected packages or premature opening of Proposals if a Proposal is not properly labeled.

1 Original, 1 Digital, & 1 Copies of the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.

Technical Proposal Envelope Contents

Original Technical Proposal and any copies

Public Copy (if submitted)

Technical Proposal on digital media

Electronic Public Copy on same digital media (if submitted)

Cost Proposal Envelope Contents

Original Cost Proposal

Cost Proposal on digital media

- 3.1.2** If the Contractor designates any information in its Proposal as confidential pursuant to Section 2, the Contractor must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".

- 3.1.3** Proposals shall not contain promotional or display materials.

3.1.4 Attachments shall be referenced in the Proposal.

3.1.5 If a Contractor proposes more than one solution to the RFP specifications, each shall be labeled and submitted in a separate Proposal and each will be evaluated separately.

3.2 Technical Proposal

The following documents and responses shall be included in the Technical Proposal in the order given below. Items listed in Section 3.2 will be considered in the evaluation and scoring of the Technical Proposals:

3.2.1 Transmittal Letter (Required)

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

3.2.2 Table of Contents

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

3.2.3 Executive Summary

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

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

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

3.2.3.3 Any other summary information the Contractor deems to be pertinent.

3.2.4 Mandatory Specifications and Scored Technical Specifications

The Contractor shall answer whether or not it will comply with each specification in Section 4 of the RFP. Where the context requires more than a yes or no answer or the specific specification so indicates, Contractor shall explain how it will comply with the specification. Merely repeating the Section 4 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

3.2.5 Vendor Background Information

The Contractor shall provide the following general background information:

3.2.5.1 Does your state have a preference for instate vendors? Yes or No. If yes, please include the details of the preference.

- 3.2.5.2** Name, address, telephone number, fax number and e-mail address of the Contractor including all d/b/a's or assumed names or other operating names of the Contractor and any local addresses and phone numbers.
- 3.2.5.3** Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company.
- 3.2.5.4** State of incorporation, state of formation, or state of organization.
- 3.2.5.5** The location(s) including address and telephone numbers of the offices and other facilities that relate to the Contractor's performance under the terms of this RFP.
- 3.2.5.6** Number of employees.
- 3.2.5.7** Type of business.
- 3.2.5.8** Name, address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.5.9** Name, address and telephone number of the Contractor's representative to contact regarding scheduling and other arrangements.
- 3.2.5.10** Name, contact information and qualifications of any subcontractors who will be involved with this project the Contractor proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 3.2.5.11** Contractor's accounting firm.
- 3.2.5.12** The successful Contractor will be required to register to do business in Iowa before payments can be made.
For vendor registration documents, go to:
<https://das.iowa.gov/procurement/vendors/how-do-business>

3.2.6 Experience

The Contractor must provide the following information regarding its experience:

- 3.2.6.1** Number of years in business.
- 3.2.6.2** Number of years of experience with providing the types of goods and/or services sought by the RFP.
- 3.2.6.3** The level of technical experience in providing the types of goods and/or services sought by the RFP.
- 3.2.6.4** A list of all goods and/or services similar to those sought by this RFP that the Contractor has provided to other businesses or governmental entities.

- 3.2.6.5** Letters of reference from three (3) previous customers or clients knowledgeable of the Contractor's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

3.2.7 Personnel

The Contractor must provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP. The following information must be included in the resumes:

- 3.2.7.1** Full name.

- 3.2.7.2** Education.

- 3.2.7.3** Years of experience and employment history particularly as it relates to the specifications of the RFP.

3.2.8 Termination, Litigation, Debarment

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

- 3.2.8.1** Has the Contractor had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.

- 3.2.8.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Contractor under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.

- 3.2.8.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity.

- 3.2.8.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party.

- 3.2.8.5** Any irregularities discovered in any of the accounts maintained by the Contractor on behalf of others. Describe the circumstances and disposition of the irregularities.

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

3.2.9 Criminal History and Background Investigation

The Contractor hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Contractor, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract.

3.2.10 Acceptance of Terms and Conditions

By submitting a Proposal, Contractor acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Contractor takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Contractor's exceptions or responses materially alter the RFP, or if the Contractor submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

3.2.11 Certification Letter

The Contractor shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Contractor shall make the certifications included in Attachment #1.

3.2.12 Authorization to Release Information

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

3.2.13 Firm Proposal Terms

The Contractor shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 120 days following the deadline for submitting Proposals.

3.3 Cost Proposal

The Contractor shall provide its Cost Proposal in a separately sealed envelope for the proposed goods and/or services. See Attachment #5.

3.3.1 Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments may be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Contractors shall indicate in their Cost Proposals all of the payment methods they will accept. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

3.3.1.1 Credit card or ePayables

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Contractor uses the Pcard or EAP payment methods. Pcard-accepting Contractors must abide by the State of Iowa's Terms of Pcard Acceptance, as provided in

Section 6.7 of the RFP. Contractors must provide a statement regarding their ability to meet the requirements I this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

3.3.1.2 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)

Contractors shall provide a statement regarding their ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_a_uthorization_form.pdf

3.3.1.3 State Warrant

The State of Iowa's warrant drawn on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department.

3.3.2 Payment Terms

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

3.3.3 Contractor Discounts

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

3.3.3.1 Prompt Payment Discount

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

3.3.3.2 Cash Discount

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 – OPTION ONE SCOPE OF SERVICES FOR DENTAL STAFFING

Overview

The successful Contractor shall provide the goods and/or services to Agency and other agencies using the Contract in accordance with the specifications as provided in this Section. The Contractor shall explain how it will comply with each specification in this Section and identify any deviations from the specifications of this RFP or specifications the Contractor cannot satisfy. Contractor's responses to Section 6 will be scored.

4.1 Description of Desired Services

The State of Iowa is soliciting proposals from qualified Contractors to perform professional dental work including supervision, prevention, diagnosis and treatment of dental diseases, injuries and/or deformities at the Iowa Correctional Institution for Women located in Mitchellville, Iowa and Anamosa State Penitentiary located in Anamosa Iowa as well as temporary positions at any or all of the nine (9) Department of Corrections institutions throughout the State of Iowa.. The Agency intends to award a contract to either an individual(s) or a Medical Staffing Company.

The Contractor is responsible for providing staff from Monday through Friday, 7:30 am to 4:00 pm, 40 hours per week. This position does not require weekend, holiday, overtime or on call status.

- 4.1.1** The Contractor is responsible for providing long-term temporary staff qualified for the position and level requested. The Contractor's referrals assigned to the state under this Contract shall be subject to and satisfy the specified work rules, regulations, and policies of the requesting agency.
- 4.1.2** The Contractor is responsible for providing information to the state agency about the referral's qualifications, capabilities, skills, and availability relevant to the state agency's request for services. The Contractor shall verify the qualifications of all temporary staff prior to referral to the state agency for consideration. It is the sole responsibility of the Contractor to assess skill level and competence of all referrals.
- 4.1.3** The Contractor is responsible for conducting reference checks, drug testing, and License/Registration Verification checks as provided by the Iowa Board of Pharmacy for all placements at no additional cost to the Agency. The Contractor will perform criminal background checks upon request by the state agency.
- 4.1.4** The Contractor shall, ensure that all screening procedures are completed prior to placement. The Contractor will comply with all applicable drug testing laws.
- 4.1.5** The Contractor shall consider the length of service requested by the state agency and make all efforts to provide referrals that will be available throughout the entire period of time requested.
- 4.1.6** Dentist referrals are expected to utilize established Department of Corrections' medical procedures/policies and guidelines found at: <https://doc.iowa.gov/policies>.

- 4.1.7** The Contractor is responsible for hiring, disciplining, firing, and compensating its employees who provide services under the Contract.
- 4.1.8** The Contractor shall comply with all applicable laws, regulations and orders including, but not limited to equal employment opportunity laws and regulations, the Equal Pay Act, the Fair labor Standards Act, the Immigration Reform and Control Act, and the Drug Free Workplace Act.
- 4.1.9** The Contractor will be required to maintain insurance coverage during the period of the Contract for workers' compensation, general liability, employer liability, professional liability, and fiduciary plans. See Section 9 Insurance for minimum coverage amounts. The state of Iowa and the Agency will be named as additional insured's.
- 4.1.10** Contractor shall cancel the placement of any incompetent or incorrigible employees when so determined by the State, and such person shall be prohibited from returning to their previous positions without the written consent of the State.

4.2 Compensation and Benefits

- 4.2.1** The Contractor shall maintain all necessary personnel and payroll records for all of its employees assigned to provide services under the Contract. All personnel and compensation records shall be maintained in accordance with all city, state and federal laws. Contractor also shall make all required payment for payroll taxes, worker's compensation, unemployment compensation, FICA, and any other payments required in compliance with city, state and federal laws. The Contractor is the employer for all tax purposes.
- 4.2.2** The Contractor shall process and pay all wages to its employees assigned to provide services under this agreement. The Contractor shall be responsible for and comply with any requirements pertaining to the garnishment of its employee's wages. The Contractor shall complete, report and maintain payroll and benefit records and actual hours worked, which shall be verified by the state agency to which the employee is assigned.
- 4.2.3** The Contractor shall be responsible for all unemployment compensation insurance and for the handling of and payment of all claims for unemployment compensation benefits for its employees providing services under the Contract.
- 4.2.4** The Contractor is responsible for all workers' compensation administration and related matters. The Contractor shall also require all of its employees providing services under the Contract to sign an acknowledgment that the employee understands that for purposes of workers' compensation benefits the employee is an employee of the Contractor and not the state of Iowa, and that all workers' compensation coverage will be provided by the Contractor.
- 4.2.5** The Contractor will require all employees providing services under the Contract to acknowledge in writing the employee's understanding of the employment relationship, including, but not limited to, that the Contractor is the employer, that the state agency does not guarantee any particular length of service, that the state agency can

discontinue the request for services at any time, and that the employee is not entitled to any state of Iowa employment benefits afforded to state of Iowa employees.

4.3 Requesting Agency Responsibilities:

The Agency shall have the following responsibilities:

- 4.3.1** The requesting agency understands that the Contractor's temporary staff are assigned based upon the particular assignment description as described by state of Iowa in the original order. The requesting agency therefore agrees that it shall not change the Contractor's temporary staff member's assignment without Contractor's prior written consent.
- 4.3.2** The requesting state agency will provide the Contractor's employees with a suitable workplace; necessary information, equipment, training, supplies and safety equipment; and adequate instruction, assistance, supervision, and time to perform the requested services.
- 4.3.3** The requesting state agency may discontinue the assignment or project at any time and require the Contractor to remove its employee from the State workplace.
- 4.3.4** The requesting State agency may request and receive additional or replacement temporary staff from the Contractor at any time.
- 4.3.5** The requesting State agency shall be the final judge of the quality of services provided by Contractor and the temporary assigned staff placed by the Contractor.
- 4.3.6** The requesting state agency will pay the Contractor for the temporary staffing services as provided in the negotiated Agreement.

- 4.4 Reimbursable Fees** – The Agency shall reimburse the assigned worker for any authorized expenses for the worker's meals, lodging, mileage or other business-related or required expenses determined at the reimbursement rate for state employees applicable at the time the expense is incurred. Authorized expenses are only those expenses approved by the requesting state agency. The filing for all expense reimbursements must be submitted in accordance with the filing guidelines of the state.

4.4 Invoicing

The Contractor shall submit, on a weekly or bi-weekly basis, an invoice for services rendered in accordance with this Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The Agency shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514. The Agency may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514; however, an election to pay in less than sixty (60) days shall not act as an implied waiver of the provisions of 8A.514.

Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any goods or services provided by or on behalf of the Contractor under 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

- 4.4.1** Each invoice must itemize the name of each person who worked during the billing period, the number of hours worked by each person, the job title for each person, the amount owed for each person's services, additional authorized expenses such as travel and per diem on a per person basis, the total amount owed for each person and the total amount owed by the agency for the billing period.
- 4.4.2** The requesting State agency shall be responsible for making payment only for its own usage of temporary assignment staff supplied by the Contractor. The amount and basis for consideration will be the amount of payment set prior to assignment and falls within the contracted range and the level of performance and quality that was expected.
- 4.4.3** The Contractor shall be paid for actual hours worked by temporary assignment staff supplied based on the firm, fixed hourly rate specific to the job title agreed upon in the Temporary Staffing Services Vendor Request and the level of expertise requested by the requesting State agency. These hourly rates must comply with the hourly pay ranges or markup rate as set forth in the Contractor's Cost Proposal.
- 4.4.4 Contractor Support Services**
Contractor shall provide one primary contact person to support the State's account, along with one backup contact in case the primary contact is unavailable.

4.5 Delay of Payment Due to Contractor's Failure

If the Agency in good faith determines that the Contractor has failed to perform or deliver any service or product as required by this Contract, the Contractor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the Agency may withhold that portion of the Contractor's compensation, which represents payment for service or product that was not performed or delivered.

4.6 Set-Off Against Sums Owed by the Contractor

In the event that the Contractor owes the State any sum under the terms of this Contract, any other Contract, pursuant to any judgment, or pursuant to any lack the State may set off the sum owed to the State against any sum owed by the State to the Contractor in the State's sole discretion, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under the law of setoff.

4.7 Performance Based Incentives/Disincentives

Temporary staff placements by the Contractor will be qualified to perform their duties as requested and specified in the appropriate State of Iowa job description. Where the placement provides unsatisfactory job performance or is otherwise unable to perform the duties of the position for which placed, and the appropriate Supervisor notifies the Contractor within eight hours of placement and provides reasonable documentation explaining why the job performance is unsatisfactory, all charges for the unsatisfactory service will be eliminated or credited to the State of Iowa.

SECTION 5 – OPTION TWO SCOPE OF SERVICES FOR INDEPENDENT CONTRACTOR

Overview

The successful Contractor shall provide the goods and/or services to Agency using the Contract in accordance with the specifications as provided in this Section. The Contractor shall explain how it will comply with each specification in this Section and identify any deviations from the specifications of this RFP or specifications the Contractor cannot satisfy. Contractor's responses to Section 6 will be scored.

5.1 Description of Desired Services

The State of Iowa is soliciting proposals from qualified Contractors capable of providing dental services, at the Iowa Correctional Institution for Women located in Mitchellville, Iowa and Anamosa State Penitentiary located in Anamosa Iowa as well as temporary positions at any or all of the nine (9) Department of Corrections institutions throughout the State of Iowa. The Agency intends to award a contract to either a one or more single licensed dental professionals or a Staffing Company.

The Contractor shall provide the following services in accordance with the defined performance expectations as set forth below:

- 5.1.1 Examines/evaluates persons to diagnose dental conditions.
- 5.1.2 Develops dental treatment plans for institutional patients and assumes responsibility for plan execution.
- 5.1.3 Participates in a team approach to dental treatment and provides leadership to team members.
- 5.1.4 Conducts individual dental examinations/evaluations, prescribes medications and determines when patient referral is necessary.
- 5.1.5 Consults with other dentists and gives advice on treatment.
- 5.1.6 Completes necessary dental records/reports to document treatment provided to patients.

5.2 Competencies Required

- Knowledge of the principles and practices of dentistry
- Knowledge of dental conditions and disorders.
- Knowledge of dental treatment methods, techniques, theories, applications and procedures.
- Ability to diagnose dental conditions and disorders and develop treatment plans.
- Ability to execute treatment plans through other professionals and adjust plans when necessary.
- Displays high standards of ethical conduct.
- Exhibits honesty and integrity.
- Refrains from theft-related, dishonest or unethical behavior.
- Works and communicates with internal and external clients and customers to meet their needs in a polite, courteous, and cooperative manner.
- Committed to quality service.

- Displays a high level of initiative, effort and commitment towards completing assignments efficiently.
- Works with minimal supervision.
- Demonstrates responsible behavior and attention to detail.

5.3 Education, Experience and Special Requirements

Licensure as a dentist as issued by the Board of Dental Examiners of the Iowa Department of Health.

5.4 Days and Hours of Work

The Contractor is responsible for working Monday through Friday, 7:30 am to 4:00 pm, 40 hours per week. This position does not require the Contractor to work weekends, holidays, overtime or on call status.

5.5 Set-Off Against Sums Owed by the Contractor

In the event that the Contractor owes the State any sum under the terms of this Contract, any other Contract, pursuant to any judgment, or pursuant to any lack the State may set off the sum owed to the State against any sum owed by the State to the Contractor in the State's sole discretion, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under the law of setoff.

SECTION 6 SPECIFICATIONS

Overview

The successful Contractor shall provide the goods and/or services to the State using the Contract in accordance with the specifications as provided in this Section. The Contractor shall address each specification in this Section and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Contractor shall explain how it will comply with the specification. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Contractor. Proposals must identify any deviations from the specifications of this RFP or specifications the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

6.1 Mandatory Specifications

All items listed in this section are Mandatory Specifications. Contractors must mark either **“yes”** or **“no”** to each specification in their Proposals. By indicating **“yes”** a Contractor agrees that it shall comply with that specification throughout the full term of the Contract, if the Contractor is successful. In addition, if specified by the specifications or if the context otherwise requires, the Contractor shall provide references and/or supportive materials to verify the Contractor's compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Contractor demonstrate the Contractor will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Contractor will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

6.1.1 Contractor must maintain insurance coverage for the duration of the Contract, including all renewal periods. Contractor shall provide a copy of an insurance certificate with the requirements as specified in Section 9.4 with their proposal.

6.1.2 Contractor must have a minimum of 2 years of experience working in a similar assignment.

6.1.3 Licensure as a dentist as issued by the Board of Dental Examiners of the Iowa Department of Health.

6.1.4 Security Requirements

Compliance: The Respondent shall at a minimum, comply where applicable with the following security and privacy requirements\standards:

6.1.3.1 Iowa Code 715c. <http://coolice.legis.iowa.gov/cool-ice/default.asp?category=billinfo&service=iowacode&ga=83&input=715C>

6.1.3.2 State of Iowa Enterprise Information Security Standards:
http://das.ite.iowa.gov/standards/enterprise_it/index.html

6.1.3.3 Health Insurance Portability and Accountability Act (HIPAA) of 1996 (P.L.104-191); 45 CFR Part 160, 45 CFR Part 164.

6.1.3.4 Health Information Technology for Economic and Clinical Health Act (HITECH Act); Enacted under ARA (Pub.L.111-5).

6.2 Scored Specifications for Option One - Staffing Company

All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the evaluation committee in accordance with Section 7.

6.2.1 Ability to perform the Scope of Work as described in Section 4.

6.2.2 Please explain the process for:

6.2.2.1 Accepting temporary placement requests

6.2.2.2 Profiling each temporary assignment request so that the required skills are understood.

6.2.2.3 Skills evaluation used to assess assignment of employees.

6.2.2.4 Recruiting, screening, testing and interviewing. Describe the method used to initially screen assignment employees.

6.2.2.5 Steps taken to recruit for diversity.

6.2.2.6 Orientation that assignment employees receive upon referral.

6.2.2.7 Disqualifying candidates with a criminal history.

6.2.3 Explain your process or policy regarding replacing a temporary employee (e.g. temporary employee calls in sick, doesn't show up, has personality conflicts, or is lacking necessary skills.) Include standard time frames for providing a replacement.

6.2.4 Methods used in monitoring job performance and evaluating staff. What procedures are used for notification and resolution of job performance problems?

6.2.5 Policy for vacation for temporary employees.

6.3 Scored Specifications for Option Two - Individual Dental Professional

All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the evaluation committee in accordance with Section 7.

6.3.1 Ability to perform the Scope of Work as described in Section 5.

6.3.2 Please describe your past experience providing like dental services. Please include organizations served, as well as the length of time served at each.

6.3.3 Qualifications and Past Record of Performance – Please provide the contact information for three references that are familiar with your work, similar to what is being required in the RFP.

6.3.4 Please provide documentation of licensure as a dentist by the State of Iowa.

SECTION 7 EVALUATION AND SELECTION
--

7.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the State. Agency will not necessarily award the Contract to the Contractor offering the lowest cost to the Agency. Instead, the Agency will award to the Contractor whose Responsive Proposal the Agency believes will provide the best value to the State.

7.2 Evaluation Committee

The Agency will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Agency will use an evaluation committee to review and evaluate the Technical Proposals. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity who must approve the recommendation.

7.3 Technical Proposal Evaluation and Scoring

All Technical Proposals will first be reviewed to determine if they comply with the Mandatory Specifications. The Technical Proposals will then be evaluated and scored on the Scored Technical Specifications described in Section 6.2 and 6.3. To be deemed a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of Section 4 and include supportive materials as required to demonstrate the Contractor will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Technical Proposal.

An addendum identifying the points assigned to evaluation criteria and minimum score will be posted on the RFP due date.

7.4 Cost Proposal Scoring

After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

To assist the agency in evaluating, Cost Proposals may be evaluated and points awarded as follows. The Cost Proposals will remain sealed during the evaluation of the Technical Proposal and any Demonstration. Only prospective contractors that meet all of the required features will be considered during the cost evaluation phase of the review process. The compliant prospective contractor’s technical points will be added to the cost points, to obtain the total points awarded for the proposal. The Cost Proposals will be ranked from cheapest to the most expensive. The cheapest shall receive the maximum number of points available in this section. To determine the number of points to be awarded all other Cost Proposals, the cheapest proposal will be used in all cases as the numerator. Each of the other proposals will be used as the denominator. The percentage will then be multiplied by the maximum number of points and the resulting number will be the cost points awarded to other compliant contractors. Percentages and points will be rounded to the nearest whole value.

Example:

Contractor A quotes \$35,000; Contractor B quotes \$45,000 and Contractor C quotes \$65,000.

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

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

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

SECTION 8 CONTRACT TERMS AND CONDITIONS

8.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the General Terms and Conditions, the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Contractor to the provisions or terms and conditions of the RFP or the General Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Contractor's objection or amendment in writing.

The Contract terms and conditions in this Section 8 and the General Terms and Conditions will be incorporated into the Contract. The General Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Contractors to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with these specifications should be included in any pricing quoted by the Contractor.

By submitting a Proposal, Contractor acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Contractor takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Contractor's exceptions or proposed responses materially alter the RFP, or if the Contractor submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Contractor or to negotiate Contract terms with the successful Contractor if the best interests of the State would be served.

8.2 Contract Length

The term of the Contract will begin and end on the dates indicated on the RFP cover sheet. The Agency shall have the sole option to renew the Contract upon the same or more favorable terms and conditions for up to the number of annual extensions identified on the RFP cover sheet.

8.3 Insurance

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

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence Aggregate	\$1 Million \$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As Required by Iowa law
Professional Liability	Each Occurrence Aggregate	\$1 Million \$4 Million

8.4 Terms and Conditions for State of Iowa Purchasing Cards

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

- Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;
- Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- Contractor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- Contractor shall confirm that the name of purchaser matches the name on the card;
- Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;
- Contractor shall shred any documentation with credit card numbers.

Attachment # 1
Certification Letter

Alterations to this document are prohibited, see section 2.12.14.

[Date]

Kathy Harper, Issuing Officer
Department of Administrative Services
Hoover Building, FLR 3
1305 E. Walnut Street
Des Moines, IA 50319

Re: RFP0618238033 - PROPOSAL CERTIFICATIONS

Dear Kathy:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]** (Contractor) in response to the Department of Administrative Services for RFP0618238033 for Dental Services are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of Contractor expressly authorized to make the following certifications in behalf of Contractor. By submitting a Proposal in response to the RFP, I certify in behalf of the Contractor the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Contractor to induce any other contractor to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Contractor and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d)

have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(4) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Contractors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the (RFP), the Contractor certifies the following: (check the applicable box)

- ☐ Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 423*; or
- ☐ Contractor is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48)(2016)*.

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #2
Authorization to Release Information Letter
Alterations to this document are prohibited, see section 2.12.14.

[Date]

Kathy Harper, Issuing Officer
Department of Administrative Services
Hoover Building, FLR 3
1305 E. Walnut Street
Des Moines, IA 50319

Re: RFP0618238033 - AUTHORIZATION TO RELEASE INFORMATION

Dear **Name of Issuing Officer**:

[Name of Contractor]_____ (**Contractor**) hereby authorizes the Department of Administrative Services ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to RFP0618238033.

The Contractor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Contractor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Contractor is willing to take that risk.

The Contractor hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the RFP.

The Contractor authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Contractor's Proposal submitted in response to RFP.

The Contractor further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Contractor's Proposal. The Contractor hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Contractor that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #3
Form 22 – Request for Confidentiality
SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. THIS FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

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

2. Confidential Treatment of Information is Requested

A Respondent requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Respondent believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Respondent to respond to inquiries by the Agency concerning the confidential status of such information.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Proposal as possible.

Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to pricing information and transmittal letters. A Respondent’s request for confidentiality that does not comply with this form or a Respondent’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Respondent’s Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.

If Agency receives a request for information that Respondent has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If Respondent fails to do so, Agency may release the information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Respondent fails to comply with the request process set forth herein, if Respondent’s request for confidentiality is unreasonable, or if Respondent rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

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

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

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

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

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

Part 2 - Confidential Treatment is Requested

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

NOTE:

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

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

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

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

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

- ***If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Respondent's submittal to request confidentiality or rejection of the Proposal as being non-responsive.***
- ***Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal. If signing this Part 2, do not complete Part 1.***

Company

RFP Number

RFP Title

Signature (required)

Title

Date

**Attachment #4
Response Check List**

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
3. 1 Original, 1 Digital, & 1 Copies of Technical Proposal			
3. One (1) Public Copy with Confidential Information Excised			
3. Transmittal Letter			
3. Specifications			
3. Vendor Background Information			
3. Experience			
3. Personnel			
3. Acceptance of Terms and Conditions			
3. Certification Letter			
3. Authorization to Release Information			
3. Firm Proposal Terms			
7. Mandatory Specifications			
7. Scored Technical Specifications			
Form 22 – Request for Confidentiality			

ATTACHMENT # 5
COST PROPOSAL OPTON ONE – STAFFING COMPANY

Payment Terms

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

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

Cost Proposal

Contractor's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

Deliverable Item	Firm US Dollars
TOTAL COST:	

ATTACHMENT # 6
COST PROPOSAL OPTON TWO – INDIVIDUAL DENTAL PROFESSIONAL

Payment Terms

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

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

Cost Proposal

Contractor’s Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

Deliverable Item	Firm US Dollars
TOTAL COST:	