

**REQUEST FOR BIDS**

**RFB COVER SHEET**

**Administrative Information:**

<b>RFB Number</b>	RFB0320238013	<b>Title of RFB</b>	Teleradiology Services for Iowa Department of Corrections	
<b>Agency</b>	Iowa Department of Administrative Services (DAS)			
<b>Initial term of Contract</b>				
<b>Number of years of the initial term of the Contract</b>	3	<b>Number of possible annual extensions</b>	3	
<b>Available to Political Subdivisions?</b>	yes			
State Issuing Officer: Julie Janssen 515-281-5602 Julie.Janssen@iowa.gov				
Mailing Address: Iowa Department of Administrative Services Hoover State Office Building, Level 3 1305 East Walnut Street Des Moines, IA 50319-0105				
<b>PROCUREMENT TIMETABLE—Event or Action</b>			<b>Date/Time (Central Time)</b>	
State Posts Notice of RFB on TSB website			August 7, 2019	
State Issues RFB			August 9, 2019	
RFB written questions, requests for clarification, and suggested changes from Bidders due			August 16, 2019	
<b>Bids Due</b>			<b>August 23, 2019/2:00 P.M.</b>	
<b>Relevant Websites</b>				
Internet website where Addenda to this RFB will be posted <a href="http://vss.iowa.gov">http://vss.iowa.gov</a>				
Internet website where contract terms and conditions are posted <a href="https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf</a>				
Number of Copies of Bids Required to be Submitted: Uploaded to Iowa Vendor Self Service Website or 1 Electronic Copy emailed to Julie.Janssen@iowa.gov.				
<b>Firm Bid Terms</b>				
The minimum number of days following the deadline for submitting Bids that the Bidder guarantees all Bid terms, including price, will remain firm is 120 Days.				

# RFB0320238006 - Teleradiology Services

## SECTION 1 - INTRODUCTION

### 1.1 Bidder Instructions

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

### 1.2 Purpose

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

### 1.3 Request for Bid (RFB) Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.4 **Contract Term** The term of the contract will begin 09/01/2019 and end on 08/31/2022. The Agency shall have the sole option to renew the contract upon the same or more favorable terms and conditions for up to three (3) annual extensions. The resulting contract will be available to all State Agencies.

1.5 **Background Information**

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

The Department of Corrections is seeking eligible Bidders to Contract to provide Teleradiology Services for reading of digital X-Rays of incarcerated individuals. The resulting Contract will be made available to all State Agencies and Political Subdivisions. Any Bidder that meets the requirements of this RFB is encouraged to submit a bid.

Teleradiology is the process of electronically transmitting medical images to offsite radiologists for diagnostic interpretation and or consultative second opinions. The resulting reports are then transmitted back to the original Agency, providing key findings and diagnosis.

Current X-Ray volume per year is 1200-1500.

## SECTION 2 – ADMINISTRATIVE INFORMATION

### 2.1 Issuing Officer

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

### 2.2 Restriction on Communication

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

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

### 2.3 Amendment to the RFB

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

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

### 2.4 Bid Amendment and/or Withdrawal

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

### 2.5 Submission of Bids

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

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

### 2.6 Bid Opening

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

### 2.7 Costs of Preparing the Bid

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

## **2.8 Rejection of Bids**

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

## **2.9 Disqualification**

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

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

## **2.10 Nonmaterial Variances**

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

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

#### **2.11 Reference Checks**

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

#### **2.12 Information from Other Sources**

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

#### **2.13 Verification of Bid Contents**

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

#### **2.14 Bid Clarification Process**

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

#### **2.15 Disposition of Bids**

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

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

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

#### **2.17 Form 22 Request for Confidentiality**

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

**2.18 Copyrights**

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

**2.19 Release of Claims**

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

**2.20 Bidder Presentations**

At the sole discretion of the State, Bidders may be required to make a presentation of the Bid. The presentation may occur at the Agency's offices or at the offices of the Bidder. The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Bidder to illustrate the Bidder's Bid. The presentation shall not materially change the information contained in the Bid.

**2.21 Evaluation of Bids Submitted**

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

**2.22 Preference**

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

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

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

**2.24 Evaluation Criteria**

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

**2.25 Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Bidders submitting a timely Bid and will be posted on Iowa VSS. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award. If the apparent successful Bidder fails to negotiate and deliver an executed contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Bidder the Agency believes will provide the best value to the State.

**2.26 Definition of Contract**

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

**2.27 Choice of Law and Forum**

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

**2.28 Restrictions on Gifts and Activities**

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

**2.29 Appeals**

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

**2.30 Unit Price**

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

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

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



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

**2.32 Registration**

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

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

**2.33 Questions and Requests for Clarification**

Bidders are invited to submit written questions and requests for clarifications regarding the RFB. The questions and requests for clarifications must be received by the Issuing Officer by date **August 16, 2019 2:00 PM (CT)**. Oral questions will not be permitted. If the questions and requests for clarifications pertain to a specific section of the RFB, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications will be issued in the form of an addendum and sent to Bidders who received RFBs.

## SECTION 3 – SPECIFICATIONS

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

### 3.1 General Requirements

- 3.1.1 Bidder must provide timely and accurate remote radiology reading services and interpretation services via Teleradiology by qualified personnel.
- 3.1.2 Bidder must also offer peer review services to assess radiologist competencies within all radiology subspecialty areas.
- 3.1.3 Bidder must have No Minimum Volume of radiology services required.
- 3.1.4 Bidder must provide twenty four (24) hours/day, seven (7) days/week; three hundred sixty five (365) days/year U.S. based Customer Support across subspecialties
- 3.1.5 No subcontractors will be allowed without the explicit written consent of the Department of Administrative Services.
- 3.1.6 Bidder must be HIPPA compliant.
- 3.1.7 Bidder personnel must protect the confidentiality of all privileged and other confidential information from Agency provided images.

### 3.2 Qualified Personnel Requirements

- 3.2.1 Bidder qualified personnel performing Teleradiology Services under the resulting Contract must be certified radiologist(s) by American Board of Radiology (ABR) in the State of Iowa, cardiologist(s) or board certified radiology technicians in the State of Iowa.
- 3.2.2 Bidder qualified personnel must be based in the United States.
- 3.2.3 Bidder must provide resumes for all qualified personnel who will be providing the services under the resulting Contract. The following information must be included in the resumes:
  - Full Name
  - Education and/or Certification
  - Years of experience and employment history particularly as it relates to the requirements of the solicitation.
- 3.2.4 Bidder must provide a list of all Bidder qualified personnel and their certifications and subspecialties in Bid Response. If there is not enough room on Attachment 8, please attach a full list to Bid Response. Bidder shall return a completed Attachment 8 with bid response.

- 3.2.5 Bidder must provide Documentation of qualified personnel certification and resumes upon request of Agency.

### 3.3 Teleradiology Service Requirements

- 3.3.1 Radiologist or Cardiologist readings and interpretations, final reports and impressions must be sent back to the Agency medical personnel within eight (8) hours by fax or email for medical documentation purposes, and CD if requested by Agency medical personnel.
- 3.3.2 Bidder must provide consultation services by fax, phone or email twenty four (24) hours/day, seven (7) days/week.

### 3.4 Technical System Requirements

- 3.4.1 See Attachment #5-7
- 3.4.2 Must use secure HIPAA compliant connections linking Agency facilities to off-site qualified personnel.
- 3.4.3 Must be able to receive and down digital images electronically from the Agency.
- 3.4.4 Must be able to integrate their electronic medical records (EMRs) and PACS systems with the Agency's Digital X-Ray and PACS system.
- 3.4.5 Must operate easily and interface effectively within the State's information technology system and in conjunction with State equipment and internet services.

#### 3.4.6 Support Services

Bidder must provide the Support Services as follows:

##### 3.4.6.1 Support Responsibilities

In addition to any warranty obligations of Bidder under this Agreement, Bidder shall:

- (a) Promptly correct any Error or any failure of the Services or Deliverables to perform in accordance with the Specifications, including without limitation, defect repair, programming corrections, and remedial programming, and provide such services and repairs required to ensure that the Services and Deliverables operate properly and conform to the Specifications on an ongoing basis during the Term of this Agreement;
- (b) Provide telephone support (i) as set forth in Exhibit B, and (ii) to State Users relating to the use and operation of the Services/Deliverables and Error Correction. Such telephone support shall be available normal business hours, Monday through Friday 8:00 A.M. CST to 5:00 P.M. CST. All telephone support shall be accessible to State Users through a toll-

free phone number and shall be provided by Bidder from within the continental United States; Phone: \_\_\_\_\_

- (c) Provide online access to technical support bulletins and other user support information and forums;
- (d) Provide the Support Services in accordance with the service levels set forth in Attachment #7 (Service Levels).

**3.4.7** Bidder must provide the name and contact information the main Qualified Personnel for the resulting Contract.

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

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

### **3.6 Payment Terms and Methods**

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

**3.6.1** The State requires invoicing, as specified by the Agency. The invoices must use the Bidder letterhead that includes at a minimum the name, address and telephone number of the bidder. The following information must appear on each invoice:

- Master Agreement Number or Delivery Order Number
- Bidder FEIN (Federal Employee Identification Number) number.
- Agency Billing Code
- Agency Name and Service Location Address
- Date of Service
- Itemized Line Items
- Total Price

**3.6.2** The State may require any other information from the Bidder that the State deems necessary to verify any purchase order placed under the Contract.

**3.6.3** Bidder must respond to invoicing disputes and provide a plan for resolution within forty eight (48) hours of notice to the State Contract Manager or the State. The Bidder will also provide status updates on resolution as requested.

**3.6.4** Bidder must notify the State's Contract Manager, in writing, of any unresolved dispute or problem that has been outstanding for more than thirty (30) working days. Likewise, the State's Contract Manager must notify the Bidder in like manner.

## SECTION 4 - FORM OF BID

**Instructions** – Bidder is to complete the following. Fill out items with blanks. Indicate “yes” or “no” on items requesting agreement. If a “no” response is indicated, exception must be noted on Attachment 3.

### 4.1 Bidder Information

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

Official Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Firm's State or Foreign Country of Residence: \_\_\_\_\_

Sales contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

### 4.2 Contract Terms and Conditions

The Contract(s) that the Agency expects to award as a result of this solicitation will be based upon the final Bid submitted by the successful Bidder and the solicitation. The contract between the Agency and the successful Bidder shall be a combination of the specifications, terms and conditions of the solicitation, the contract terms and conditions in the VSS solicitation, the offer of the Bidder contained in the final Bid submitted by the Bidder, written clarifications or changes made in accordance with the provisions of the solicitation, and any other terms deemed necessary by the Agency, except that no objection or amendment by a Bidder to the provisions or terms and conditions of the solicitation shall be incorporated into the Contract unless the Agency has explicitly accepted the Bidder's objection or amendment in writing. The contract terms and conditions contained in the VSS solicitation will be incorporated into the Contract.

The contract terms and conditions may be supplemented at the time of Contract execution and are provided to enable Bidders to better evaluate the costs associated with the solicitation requirements and the Contract. Bidders should plan on the contract terms and conditions contained in the VSS solicitation being included in any contract awarded as a result of this solicitation. All costs associated with complying with these requirements should be included in any pricing quoted by the Bidder. By submitting a Bid, each Bidder acknowledges its acceptance of the solicitation terms and conditions without change except as otherwise expressly stated in Attachment 3. If a Bidder takes exception to a provision, it must state the reason for the exception and the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the solicitation may be deemed non-responsive by the State, in its sole discretion, resulting in possible disqualification

of the Bid. The Agency reserves the right to either award a Contract(s) 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.

**Bidder has read and agrees to this section:** Yes  No

#### 4.3 Terms and Conditions

The parties agree to comply with the terms and conditions in the VSS solicitation which are by this reference made a part of the Agreement.

**Bidder has read and agrees to this section:** Yes  No

#### 4.4 Terms of Pcard Acceptance

The State of Iowa prefers to pay Bidders using its Purchasing Card Program (Pcard) whenever possible. Bidders accepting Pcard payments shall comply with the following security measures:

- Bidder shall comply with the most current Payment Card Industry Data Security Standards (PCI DSS) to assure confidential card information is not compromised;
- Bidder shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- When accepting orders online, Bidder shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or “https” in the web address;
- When accepting orders by phone, Bidder shall send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- Bidder 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;
- Bidder shall confirm that the name of purchaser matches the name on the card;
- Bidder shall shred any documentation with credit card numbers.

For additional information, see the [State of Iowa Purchasing Card Policy and Procedures Manual](#), or visit the [State Pcard website](#).

**Bidder has read and agrees to this section:** Yes  No

#### 4.5 Specifications

Bidder is able to provide and performed as specified in Section 3. By indicating “yes”, a Bidder agrees that it shall comply with that requirement throughout the full term of the resulting Contract, if the Bidder is successful. In addition, for specific requirements, the Bidder shall provide, if requested, specific references and/or supportive information to verify the Bidder’s compliance with the requirement. Failure to provide this information may cause the Bid to be deemed non-responsive and therefore rejected. The Agency reserves the right to determine whether the supportive information submitted by the Bidder demonstrates the Bidder will be able to comply with the Bid Requirements. If the Agency determines the supportive information does not demonstrate the Bidder will be able to comply with the Bid Requirements, the Agency may disqualify the Bid. Please enter the required information on the attachment and upload the document.

**Bidder has read and agrees to this section:** Yes  No

**4.6 Bidder Experience**

The Bidder must provide the following information regarding its experience:

- Number of years in business
- Number of years of experience with providing the types of goods and/or services sought by the solicitation.
- Describe the level of technical experience in providing the types of goods and/or services sought by the solicitation.
- List all goods and/or services similar to those sought by this solicitation that the Bidder has provided to other businesses or governmental entities.

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**4.7 Terminations, Litigation, Debarment**

The Bidder must provide the following information:

- During the last five (5) years, has the Bidder had a contract for goods and/or services terminated for any reason? If so, provide full details related to the termination.
- During the last five (5) years, describe any damages or penalties or settlements to resolve disputes entered into by Bidder under any of its existing or past contracts as it relates to goods and/or services performed that are similar to the goods and/or services contemplated by this RFB. If so, indicate the reason for the penalty or exchange of property, goods, or services and the estimated amount of the cost of that incident to the Bidder.
- During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity.
- During the last five (5) years, list and summarize all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Bidder or its officers have been a party.
- The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid or termination of any subsequent Contract.

- This is a continuing disclosure requirement. Any such matter commencing after submission of a Bid, and with respect to the successful Bidder after the execution of a Contract, must be disclosed in a timely manner in a written statement to the Agency.

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**4.8 Bidder Reference**

The Bidder shall provide the following general background information: References from three (3) previous customers or clients knowledgeable of the Bidder’s performance in providing goods and/or services similar to the goods and/or services described in this solicitation and a contact person and telephone number for each reference. Please attach a document with the required information.

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**4.9 Preference**

The Bidder shall provide the following general background information: For an out-of-state Bidder, Bidder certifies the Resident Preference given by the State or Foreign Country of Bidder’s residence. Enter the resident preference in the text box or indicate no preference.

**Bidder’s state has a preference law:**    Yes        No        **Bidder’s state** \_\_\_\_\_



**4.10 Open Competition**

Where, in these specifications, reference is made to materials, trade names, or articles of certain manufacture, it is done for the purpose of establishing a base of comparative quality type, and style and not for the purpose of limiting competition. Other materials or brands may be accepted if, in the opinion of the State of Iowa, they are equal in quality and of a design in harmony with the intent of these specifications. Samples WILL or MAY be requested to determine acceptance.

**Bidder has read and agrees to this section:** Yes  No

**4.11 Silence of Specification**

The apparent silence of these specifications as to any details or the omission from it of a detail description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail, and that only materials and/or workmanship of finest quality shall be used.

**Bidder has read and agrees to this section:** Yes  No

**4.12 FOB Destination, Freight Prepaid**

**Bidder has read and agrees to this section:** Yes  No

**4.13 Delivery Time**

Provide the expected number of days after receipt of order until delivered to the specified facility. Expected number of days: \_\_\_\_\_

**Bidder has read and agrees to this section:** Yes  No

**4.14 Award by Either**

The Iowa Department of Administrative Services reserves the right to award to the Bidder with the best overall price or to the Bidder with the best line item price.

**Bidder has read and agrees to this section:** Yes  No

**4.15 Administrative Fee**

In addition to the approved discounts or prices specified in the Contract herein, the Bidder shall pay to the Agency a 1.00% Administrative Fee on all sales made against this Contract. The fee shall be paid quarterly to the Iowa Department of Administrative Services, Central Procurement; Attn: Chief Operating Officer, Level 3, Hoover State Office Building, 1305 E. Walnut Street, Des Moines, IA 50319-0105.

**Bidder has read and agrees to this section:** Yes  No

**4.16 Criminal History and Background Information**

The Bidder hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Bidder, its officers, directors, shareholders, or partners and

managerial and supervisory personnel retained by the Bidder for the performance of the Contract.

**Bidder has read and agrees to this section:**      Yes  No

**4.17 Insurance**

The Contract will require the successful Bidder to maintain insurance coverage(s) in accordance with the contractual provisions. Bidder shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Agency, insurance covering its work of the type and in amounts required by this Contract. Bidder’s insurance shall, among other things, insure against any loss or damage resulting from or related to Bidder’s performance of this Contract regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Contract shall: (i) be subject to the approval of the Agency; (ii) remain in full force and effect for the entire term of this Contract; and (iii) not be canceled, reduced or changed without the Agency’s prior written consent. The State of Iowa and Agency shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: “It is hereby agreed and understood that the State of Iowa and the Agency are named as additional insured, and that the coverage afforded to the State of Iowa and the Agency under this policy shall be primary insurance. If the State of Iowa or the Agency have other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer’s liability under this policy shall not be reduced by the existence of such other insurance.” Unless otherwise requested by the Agency, Bidder shall cause to be issued insurance policies with the coverages set forth below:

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

**4.17.1 Certificates of Coverage**

At the time of execution of this Contract, Bidder shall deliver to the Agency certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Bidder starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Bidder related to this Contract, certifying that the State of Iowa and the Agency are named as

additional insureds on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the Agency. All certificates of insurance shall be subject to approval by the Agency. The Bidder shall simultaneously with the delivery of the certificates deliver to the Agency one duplicate original of each insurance policy. Liability of Bidder Acceptance of the insurance certificates by the Agency shall not act to relieve Bidder of any obligation under this Contract. It shall be the responsibility of Bidder to keep the respective insurance policies and coverages current and in force during the life of this Contract. Bidder shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Bidder shall have no claim or other recourse against the State or the Agency for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Bidder. Notwithstanding any other provision of this Contract, Bidder shall be fully responsible and liable for meeting and fulfilling all of its obligations. Acceptance of the insurance certificates by the Department shall not act to relieve Bidder of any obligation under this Contract. Bidder shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Bidder shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Bidder.

**4.17.2 Waiver of Subrogation Rights**

Bidder shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Agency or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Agency. Filing of Claims In the event either the Agency or the State suffers a loss and is unable to file a claim under any policy of insurance required under this Contract, the Bidder shall, at the Agency’s request, immediately file a proper claim under such policy. Bidder will provide the Agency with proof of filing of any such claim and keep the Agency fully informed about the status of the claim. In addition, Bidder agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the Agency and the State. Bidder shall pay to the Agency and the State any insurance proceeds or payments in receives in connection with any such claim immediately upon Bidder’s receipt of such proceeds or payments.

**4.17.3 Proceeds**

In the event the Agency or the State suffers a loss that may be covered under any of the insurance policies required, neither the Bidder nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the Agency and/or the State have fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Bidder hereby assigns to the Agency and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this Contract.

**Bidder has read and agrees to this section:**      Yes  No

**4.18 Standard of Quality**

The item(s) specified in this program by brand name are intended to establish a standard of quality, which will be required. Similar item or items of manufacturers other than those listed which are included in the bids submitted will be considered if comparable in quality and function. It will be the responsibility of the Bidder to provide all technical information as to the acceptability of the alternate item(s). All products delivered shall be fully guaranteed to be free of defects, first quality no seconds or irregulars shall be accepted.

**Bidder has read and agrees to this section:** Yes  No

**4.19 Nonprofits**

The resulting Contract will be made available to nonprofit entities that qualify under I.R.S. § 501 (c) provisions.

**Bidder has read and agrees to this section:** Yes  No

**4.20 Payment Terms**

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

What discount will you give for payment in 15 days? \_\_\_\_\_

What discount will you give for payment in 30 days? \_\_\_\_\_

**Bidder has read and agrees to this section:** Yes  No

**4.21 Yearly Report**

The Bidder shall provide an electronic detailed yearly report on ALL sales made under this Contract via e-Mail to the Iowa Department of Administrative Services, Central Procurement. Attention: Issuing Officer Name Julie Janssen email Julie.Janssen@iowa.gov. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Bidder's Bid must include a sample report and a description of the reporting that will be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

**Bidder has read and agrees to this section:** Yes  No

**4.22 Public Entities (Political Subdivisions)**

The resulting Contract will be made available to Political Entities, i.e. cities, counties, and schools.

**Bidder has read and agrees to this section:** Yes  No

**4.23 Firm Contract Pricing**

Any contract that results from this bid will have firm pricing for one year.

**Bidder has read and agrees to this section:** Yes  No

#### 4.24 Invoicing

All invoicing will be submitted to the attention of "Accounts Payable" and addressed to the facility receiving the goods or services. The State shall pay the Contractor monthly, within the period of time provided for by applicable State statute, after receipt of the Contractor's invoice for the goods and/or services supplied by the Contractor in the prior calendar month. The invoice will be itemized with a description goods or services provided that corresponds directly to a line item on the Contractual Agreement or Master Agreement that results from this RFB. Each line should also list the quantity, unit of measure, price per unit of measure, line item totals and invoice total. The remit to address on the invoice must match the remit to address that was submitted with registration to do business with the State of Iowa. Payment terms on the invoice must match the payment terms agreed to in the RFB bid submission.

**Bidder has read and agrees to this section:** Yes  No

#### 4.25 Best and Final Offers

The Issuing officer reserves the right to conduct discussions with Bidders for obtaining "best and final offers." To obtain best and final offers from Bidders, the Issuing Officer may do one or more of the following: enter into pre-selection negotiations, including the use of an on-line auction; schedule oral presentations; and request revised Bids.

**Bidder has read and agrees to this section:** Yes  No

#### 4.26 Adjustments in Pricing

Adjustments in pricing shall be at the discretion of the Issuing Officer.

- Original pricing shall remain firm and fixed for at least 365 calendar days after the effective date of the contract.
- Be the result of increases at the manufacturer's level, incurred after contract commencement date.
- Not produce a higher profit margin than that on the original contract.
- Clearly identify the items impacted by the increase.
- Be filed with State Procurement Coordinator a minimum of 60 calendar days before the effective date of proposed increase.
- Be accompanied by documentation acceptable to the State Procurement Coordinator sufficient to warrant the increase.
- United States published indices such as the Producer Price Index or other government data will be referenced to help substantiate the Bidder's documentation. Informational **Only: At the time of publishing of the IFB, one related PPI appears to be (WPU): 05310105- Natural Gas (others may exist). A link to the PPI Commodity Data is available at:**  
<https://www.bls.gov/ppi/>
- The Adjustment shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
- Must not deviate from the contract pricing scheme/methodology.
- During the contract period, any price declines at the manufacturer's level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.
- During the term of this contract, should the Contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, Contractor shall immediately

amend the State contract to provide similar pricing to the State if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the State Procurement Coordinator of any such contracts entered into by Contractor.

**Bidder has read and agrees to this section:** Yes  No

**4.27 Additional Items or Services**

The State reserves the right to add additional items or services to the Contract during the life of the Contract, if it is to the best advantage to the State to do so. Items or services may only be added upon the agreement of the Department of Administrative Services, Procurement and the Contracted Supplier.

**Bidder has read and agrees to this section:** Yes  No

**4.28 Country of Origin**

Bidder must be able to provide country of origin, if requested.

**Bidder has read and agrees to this section:** Yes  No

**4.29 Pricing**

Pricing must include all delivery, packaging and administrative costs including, but not limited to, any US import charges associated with the product. There shall be no minimum order quantities or total order amount required from the agency, by the respondent. All bid pricing must be rounded to the nearest hundredth (0.00), US currency.

**Bidder has read and agrees to this section:** Yes  No

**4.30 Pricing Restrictions**

Pricing restrictions shall be disclosed at the time of bid. Bidders with pricing restrictions will be taken into consideration for minimum order quantities or total order amount required from the ordering agency.

**Bidder has read and agrees to this section:** Yes  No

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

**Alterations to this document are prohibited.**

(Date) \_\_\_\_\_

Julie Janssen, Issuing Officer  
Iowa Department of Administrative Services  
Hoover State Office Building, Level 3  
1305 East Walnut Street  
Des Moines, IA 50319-0105

Subject: Request for Bid - Bid Certifications

Issuing Officer:

I certify that the contents of the Bid submitted on behalf of (**Name of Bidder**) in response to Iowa Department of Administrative Services for RFB0320238013 for Teleradiology Services are true and accurate. I also certify that Bidder has not knowingly made any false statements in its Bid.

**Certification of Independence**

I certify that I am a representative of Bidder expressly authorized to make the following certifications on behalf of Bidder. By submitting a Bid in response to the RFB, I certify on behalf of the Bidder the following:

1. The Bid 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 Bid has been developed independently, without consultation, communication or agreement with any other Bidder or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid 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 Bidder to induce any other Bidder to submit or not to submit a Bid for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Bidder and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

**Certification Regarding Debarment**

I certify that, to the best of my knowledge, neither Bidder 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 five year period preceding this Bid 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 Bid 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 Bidder 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**

Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2013)* 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 Bidders 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 Bid in response to the (RFB), the Bidder certifies the following: (check the applicable box)

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

Bidder also acknowledges that the Agency may declare the Bidder’s Bid or resulting contract void if the above certification is false. The Bidder 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.**

(Date) \_\_\_\_\_

Julie Janssen, Issuing Officer  
Iowa Department of Administrative Services  
Hoover State Office Building, Level 3  
1305 East Walnut Street  
Des Moines, IA 50319-0105

Subject: Request for Bid – Authorization to Release Information

Dear Issuing Officer:

**Bidder** hereby authorizes the Iowa 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 Bidder in response to this Request for Bids (RFB).

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 State or may otherwise hurt its reputation or operations. The Bidder is willing to take that risk.

The Bidder 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 Bidder in response to the RFB.

The Bidder authorizes representatives of the Agency to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Bid submitted in response to RFB.

The Bidder 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 Bidder's Bid. The Bidder 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 Bidder that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency in the evaluation and selection of a successful Bidder in response to RFB.

Sincerely,

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name and Title of Authorized Representative**

\_\_\_\_\_  
**Date**

**Attachment #3  
Exceptions Form**

Please list any and all exceptions to this RFB in this section. Include section and reason for exception:  
(Make additional pages if necessary)

<u>Section</u>	<u>Exception</u>
1. _____	_____ _____ _____
2. _____	_____ _____ _____
3. _____	_____ _____ _____
4. _____	_____ _____ _____
5. _____	_____ _____ _____
6. _____	_____ _____ _____
7. _____	_____ _____ _____
8. _____	_____ _____ _____
9. _____	_____ _____ _____
10. _____	_____ _____ _____

**Attachment #4  
Form 22 – Request for Confidentiality**

**SUBMISSION OF THIS FORM 22 IS REQUIRED**

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

**1. Confidential Treatment Is Not Requested**

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

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

A Bidder requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Bid as containing confidential information, (3) mark each page upon which the Bidder 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 Bidder: (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 Bidder 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 Bid 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. Bidders may not request confidential treatment with respect to pricing information and transmittal letters. A Bidder’s request for confidentiality that does not comply with this form or a Bidder’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting the Bid as non-responsive. Requests to maintain an entire Bid as confidential will be rejected as non-responsive.**

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

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

This Form must be signed by the individual who signed the Bid. The Bidder shall place this Form completed and signed in its Bid.

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

_____	_____	_____
Company	RFB0320238006	Teleradiology Services
_____	_____	_____
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 Bidder is requesting confidential treatment of any information submitted in its Bid.**

**NOTE:**

- **Completion of this Form is the sole means of requesting confidential treatment.**
- **A BIDDER MAY NOT REQUEST PRICING FOR BIDS BE HELD IN CONFIDENCE.**

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

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

RFB Section:	Bidder must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Bidder must justify why the information should be kept in confidence.	Bidder must explain why disclosure of the information would not be in the best interest of the public.	Bidder must provide the name, address, telephone, and email for the person at Bidder’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 Bid. The Bidder shall place this Form completed and signed in its Bid immediately following the transmittal letter. A copy of this document shall be placed in all Bids submitted including the Public Copy.

***\*If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Bidder’s submittal to request confidentiality or rejection of the Bid 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 Bid. If signing this Part 2, do not complete Part 1.***

\_\_\_\_\_  
Company

\_\_\_\_\_  
RFB0320238006

\_\_\_\_\_  
Teleradiology Services

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment #5**  
**Representations, Warranties and Covenants**

**1.1 Vendor Warranties**

Vendor represents and warrants that: (a) it has the full power, capacity and authority to enter into and perform this Agreement and to make the grant of rights contained herein, and its performance of this Agreement does not violate or conflict with any agreement to which Vendor is a party; (b) the Services will be performed in a professional, workmanlike, and timely manner; (c) all Services and Deliverables shall materially conform to applicable Specifications and all other requirements set forth in this Agreement at all times during the Term; (d) the State of Iowa's permitted use of the Services and Deliverables do not and will not infringe the intellectual property rights of any third party at any time during the Term of this Agreement or as may be applicable thereafter; (e) there is no pending or threatened litigation that would have a material adverse impact on Vendor's performance under the Agreement; (f) Vendor shall not store, transmit or make available any State of Iowa Confidential Information with or to any entity or individual outside the continental United States; (g) the Documentation shall be complete and accurate so as to enable a reasonably skilled person to effectively use all features and functions of the System, Services and/or Deliverables without assistance from Vendor and, on each date on which Vendor delivers any Documentation to the State of Iowa, such Documentation is Vendor's most current version thereof; (h) there is no existing pattern or repetition of material customer complaints regarding the Deliverables or Services, including functionality or performance issues, and that Vendor's engineers have not currently identified any repeating adverse impact on the Deliverables or Services, including functionality or performance, for which the root cause is believed to be a flaw or defect in the Deliverables or Services; (i) it shall use industry best practices to scan and remove any viruses, worms, Trojan horses, and other similar harmful or destructive code from the Services and Deliverables both (1) prior to Vendor's delivery of any Deliverables to the State of Iowa, and (2) on an ongoing basis on a frequency consistent with industry best practices to the extent applicable with respect to any Services or Deliverables (including the System or Application Services); and (j) Vendor is not in arrears with respect to the payment of any monies due and owing the State of Iowa or any Governmental Entity thereof, including but not limited to the payment of taxes and employee benefits.

**Attachment #6  
SERVICE LEVELS**

This Attachment describes the performance standards and service levels to be achieved by Vendor in providing the Services:

**1. Definitions**

Except as provided in this Attachment, capitalized terms shall have the meanings set forth in the Agreement. The following terms, when used in this Attachment, shall have the following meanings:

**“Available”** means the Services shall: (a) be available for access and use over the Internet by State of Iowa, Government Entities, State Users, and Users; and (b) provide the functionality required under the Agreement and applicable Statement(s) of Work.

**“Critical Hours”** means 7:30 a.m. to 5:00 p.m. CST, Monday through Friday, May 1st through September 30th

**“Server”** shall mean the server(s) on which the Services will be hosted.

**2. Service Levels**

**a. Support Request Service Levels**

Vendor shall Respond to and Resolve Support Requests as set forth below.

**i. Support Requests**

The State of Iowa shall classify its requests for Error Corrections consistent with the descriptions below. Each such request shall be referred to herein as a **“Support Request.”** The State of Iowa shall notify Vendor of Support Requests via a Vendor-specified telephone number, email address, or other Vendor-provided mechanisms. All Vendor technical support personnel providing telephone support must do so in a manner such that the communication does not diminish the State of Iowa’s ability to effectively utilize the Application Services or negatively impact the satisfaction of the users with the Application Services. Such impacts could arise from technology issues such as delays or jitter in telecommunication lines, or the failure of the Vendor technical support personnel to provide support in standard American English with understandable accents or otherwise demonstrate sufficient language skills as reasonably determined by the State of Iowa.

Support Request Classification	Description
Critical	<ul style="list-style-type: none"> <li>▪ Issue affecting entire system;</li> <li>▪ Issue affecting single critical production function;</li> <li>▪ System down or operating in materially degraded state;</li> <li>▪ Potential services to Users affected;</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Data security or integrity at risk;</li> <li>▪ Material financial impact;</li> <li>▪ Declared a Critical Support Request by the State of Iowa CIO or designee; and/or</li> <li>▪ Widespread access interruptions.</li> </ul>
High	<ul style="list-style-type: none"> <li>▪ Primary workflow module failure that materially impairs its performance; and/or</li> <li>▪ Data entry or access is materially impaired on a limited basis.</li> </ul>
Medium	<ul style="list-style-type: none"> <li>▪ System is operating with minor issues that can be addressed with a work around.</li> </ul>
Low	<ul style="list-style-type: none"> <li>▪ Request for assistance, information, or services that are routine in nature.</li> </ul>

ii. **Support Response Time Service Level**

“**Response Time**” shall be measured from the time when Vendor receives the Support Request until the time Vendor has responded to the Support Request. “**Respond**” means that Vendor has engaged on the Support Request; is working continuously to diagnose the corresponding Errors, formulate a plan to address any such Errors, and execute that plan; and has notified the State of Iowa user originating the Support Request that such support has begun, in the manner requested by the user originating the Support Request (e.g., e-mail, phone) or, if a specific means of communication is not requested, using direct interactive (person to person) method of communication to achieve contact with such user (e.g., no email or automated voicemail).

Support Request Classification	Service Level Metric (Response Time)	Service Level Credits
Critical	100% (30) minutes	0.5% of monthly Application Service fees for the initial service level failure and .05% of monthly Application Service fees for each additional fifteen (15) minute increment that begins after the initial service level failure
High	100% (60) minutes	0.1% of monthly Application Service fees for the initial service level failure and 0.01% of monthly Application Service fees for each additional fifteen (15) minute increment that begins after the initial service level failure

iii. **Resolution Time Service Level**

Resolution time shall be measured from the time when Vendor receives the Support Request until the time Vendor has resolved the Support Request. “**Resolve**” means that, as to Errors, Vendor has provided the State of Iowa the corresponding Error Correction and the State of Iowa has confirmed such Error Correction.



<b>Support Request Classification</b>	<b>Service Level Metric (Resolution Time)</b>	<b>Service Level Credits</b>
Critical	100% (4) hours	5% of monthly fees for the initial service level failure and 0.5% of monthly fees for first additional one (1) hour increment that begins after the initial service level failure and doubling for each additional (1) hour
High	100% (8) hours	2.5% of monthly fees for the initial service level failure and 0.25% of monthly fees for each additional one (1) hour increment that begins after the initial service level failure
Medium	100% (2) days	1% of monthly fees for the initial service level failure and 0.1% of monthly fees for each additional one (1) day increment that begins after the initial service level failure
Low	100% (5) days	0.5% of monthly fees for the initial service level failure and 0.05% of monthly fees for each additional one (1) day increment that begins after the initial service level failure

iv. **Escalation**

With respect to any Critical Support Request, until Resolved, Vendor shall escalate that Support Request within sixty (60) minutes of Receipt to the appropriate Vendor support personnel (as designated by Vendor), including, as applicable, Vendor’s SVP of Client Operations.

b. **Availability Service Level**

The Application Services shall be Available for the percentage of the time each month of the Term of the Agreement as set forth below.

**Availability during Critical Hours**

<b>Service Level Metric</b>	<b>Service Level Credits</b>
<p>At a minimum, 99.9% Availability for the Application Services in each calendar month of the term of the Agreement during Critical Hours.</p> <p><b>“Availability”</b> means the number of hours the Application Services are Available For Use during Critical Hours in a given calendar month expressed as a percentage of Critical Hours during a calendar month (i.e., Availability % = ((Number of Critical Hours – Downtime during Critical Hours)/(Number of Critical Hours)) x 100%).</p> <p><b>“Downtime”</b> means the aggregate duration of Outages for the Application Services during the applicable Scheduled Uptime during a calendar month.</p> <p><b>“Outage”</b> means any time during which the Application Services (or any portion thereof) is not Available For Use during a calendar month, measured from the earliest point in time that such Outage is or reasonably should be detected by Vendor, but in any event no later than the time the Outage actually occurred. An Outage is an Error. An Outage also constitutes a Critical Support Request.</p> <p><b>“Scheduled Downtime”</b> shall have the meaning ascribed to it in Section 8.1 of this Attachment.</p> <p><b>“Unscheduled Downtime”</b> shall mean an Outage that is not Schedule Downtime..</p> <p><b>“Scheduled Uptime”</b> shall mean any time during a Calendar month that is not Scheduled Downtime.</p> <p><b>“Available For Use”</b> shall mean the ability of the Application Services to be utilized or accessed as contemplated under the Agreement(s), including conformance to the Specifications, and without material degradation of performance, but excluding Scheduled Downtime.</p>	<p>In the event 99.9% Availability during Critical Hours for the Application Services is not achieved, but at least 98.0% Availability for the Application Services during Critical Hours is achieved, then the credits shall be incurred as follows:            10% of monthly Application Services fees for the first month,            15% of monthly Application Services fees for the second consecutive month, and            20% of monthly Application Services fees for the third consecutive month and each consecutive month thereafter.</p> <p>In the event at least 98% Availability for the Application Services during Critical Hours is not achieved, but at least 95.0% Availability during Critical Hours for the Application Services is achieved then the credits shall be incurred as follows:            20% of monthly Application Services fees for the first month,            25% of monthly Application Services fees for the second consecutive month, and            30% of monthly Application Services fees for the third consecutive month and each consecutive month thereafter.</p> <p>In the event at least 95% Availability during Critical Hours for the Application Services is not achieved, then the credits shall be incurred as follows:            20% of monthly Application Services fees for the first month, and            25% of monthly Application Services fees for the second consecutive month,            30% of monthly Application Services fees for the third consecutive month and each consecutive month thereafter.</p>

**Availability during non-Critical Hours**

Service Level Metric	Service Level Credits
<p>At a minimum, 97% Availability for the Application Services in each calendar month of the term of the Agreement.</p> <p><b>“Downtime,” “Outage,” “Unscheduled Downtime,” “Scheduled Downtime” “Scheduled Uptime” and “Available For Use”</b> shall each of the meaning defined above.</p> <p><b>“Availability”</b>, for purposes of this paragraph 5.2.2, means the actual number of hours the Application Services are Available For Use during Scheduled Uptime in a given calendar month expressed as a percentage of Scheduled Uptime during a calendar month (i.e., Availability % = ((Number of hours the Application Services are actually Available For Use during Scheduled Uptime – Downtime during Scheduled Uptime)/(Number of hours the Application Services are actually Available For Use during Scheduled Uptime)) x 100%).</p>	<p>In the event 97% Availability for the Application Services is not achieved, but at least 93% Availability for the Application Services is achieved, then the credits shall be incurred as follows:</p> <p>20% of monthly Application Services fees for the first month, and                  25% of monthly Application Services fees for the second consecutive month, and                  30% of monthly Application Services fees for the third consecutive month and each consecutive month thereafter.</p> <p>In the event at least 93%% Availability for the Application Services is not achieved, then the credits shall be incurred as follows:</p> <p>40% of monthly Application Services fees for the first month, and                  45% of monthly Application Services fees for the second consecutive month, and                  50% of monthly Application Services fees for the third consecutive month and each consecutive month thereafter.</p>

**c.      **Unscheduled Downtime Reporting****

Vendor shall track and report monthly to the State of Iowa each Unscheduled Downtime.

**d.      **Application Services Download Times****

Vendor represents, warrants, and covenants that the download time for a page of the Services during Critical Hours shall be:

Service Level Metric	Service Level Credits
<p><b>During Critical Hours:</b>                      At a maximum, the lesser of (a) 0.5 seconds above the KB40, or (b) three (3) seconds.</p>	<p>In the event these average Download Times are not achieved, 3% of the monthly fees.</p>
<p><b>During non-Critical Hours:</b>                      At a maximum, the lesser of (a) 0.8 seconds above the KB40, or (b) four (4) seconds.</p>	<p>In the event these average Download Times are not achieved, 3% of the monthly fees.</p>

**“Download Time”** means the average time to download any page related to the Services, including all content contained therein. Download time shall be measured using a Vendor-supplied program, and by clock, and shall be measured to the nearest one-tenth of a second for each page, commencing from the operative input from the user, whether by keyboard, mouse click, or any other input device.

“KB40” means the Keynote Business 40 Internet Performance Index. In the event KB40 is discontinued, a successor index (such as average download times for all other customers of the Vendor) may be mutually agreed upon by the parties.

Tests of Download Times shall be conducted by Vendor over any two (2) hour period during Critical Hours every ten (10) business day(s) using a representative number of logged-on computers or terminals for the selected two (2) hour period, and running a representative sampling of applications then installed. Vendor shall supply the State of Iowa with the results of these tests on a monthly basis. Vendor further agrees to provide, at no cost to the State of Iowa, measurement tools capable of directly making all measurements necessary to apply the Application Services Response Time warranty in this Section.

**e. Service Level Audits**

The State of Iowa or its designee will have the right to audit Vendor’s measurement, monitoring, and reporting on all service levels herein, including providing the State of Iowa with access to the data used by Vendor to calculate its performance against the service levels and the measurement and monitoring tools and procedures utilized by Vendor to generate such data for purposes of audit and verification.

**f. Meetings**

Vendor and the State of Iowa shall meet at least every two weeks to review the status of open Support Requests, and discuss trends and issues relating to Support Requests and approaches to reducing the number of Support Requests as well as improving both the State of Iowa and Vendor responses to such Support Requests.

**g. Additions, Deletions, and Modifications of Service Levels**

After the initial six (6) months following the Effective Date, the State of Iowa may add, modify, or delete service levels specified herein by sending written notice to Vendor at least ninety (90) days in advance; provided that, the total number of such notices (which notices may contain multiple changes) sent by the State of Iowa pursuant to this Section 2.7 (Additions, Deletions, and Modifications of Service Levels) shall not exceed twenty (20) in any contract year.

**h. Service Levels Added**

Service Levels shall be added in accordance with the following:

- a. Where data exists for at least six (6) months from which measurements can be derived, the State of Iowa and Vendor shall review the measurement trends and the levels of quality that were attained during the measurement period and shall work together in good faith to mutually agree, and to establish the service level standard that Vendor will be required to meet; or
- b. Where no such data exists, the Parties shall attempt in good faith to mutually agree during a thirty (30) day period on a service level standard using industry standard measures or third party vendor advisory services.

3. **Service Level Failures and Service Level Credits**

a. **Service Level Failures**

Failure to achieve any of the service levels described in Section 5 (Service Levels) of this Attachment shall constitute a “**Service Level Failure**” and Vendor shall be liable for the Service Level Credits in the amounts set forth in Section 5 (Service Levels). Vendor shall not be responsible for any Service Level Failure caused by the State of Iowa or its agents. Vendor shall promptly notify the State of Iowa of any Service Level Failure.

b. **Service Level Credits**

Upon the occurrence of any Service Level Failure, Vendor shall issue to the State of Iowa a credit in the amount set forth in Section 2 (Service Levels) (“**Service Level Credit**”). If more than one (1) Service Level Failure has occurred in a single month, the sum of the corresponding Service Level Credits shall be credited to the State of Iowa. In no event will the aggregate of all Service Level Credits arising as a result of failures by Vendor to perform its Support Services obligations in any month exceed 25% of the amount of the Support Services fees otherwise payable for the most recent three (3) month period except for instances of Service Level Credits associated failures on “Critical” and “High” Resolution Time service levels which will not exceed 100% of the amount of the said Support Services fees. Vendor shall notify the State of Iowa in writing if the State of Iowa becomes entitled to a Service Level Credit, which notice shall be included in the monthly performance reports as described in this Attachment.

The total amount of Service Level Credits that Vendor will be obligated to pay to the State of Iowa, with respect to Service Level Failure(s) occurring each month shall be reflected on the invoice issued in the second month following the month during which the Service Level Failure(s) giving rise to such Service Level Credit(s) occurred. Notwithstanding the foregoing, the calculation of such Service Level Credit(s) shall be based on the credit amounts in effect, and the Support Services fees for, the month during which the Service Level Failure occurred. For example, the amount of Service Level Credits payable with respect to Service Level Failures occurring in August shall be set forth in the invoice issued in October, but shall be calculated using August data. In the event the State of Iowa prepays for any Services more than one month in advance, Vendor will issue refunds or credits to the State of Iowa at the State’s sole discretion, within 30 days of the end of the month in which the Service Level Failure occurred.

c. **Termination for Chronic Service Level Failures**

In addition to its termination rights under the Agreement, the State of Iowa may, in its sole discretion, terminate the Agreement without further obligation to Vendor in the event Vendor fails to achieve any of the required Service Levels for (a) three (3) months consecutively, or (b) any three (3) months during a consecutive six (6) month period.

4. **Corrective Action Plan**

In the event two (2) or more Critical Support Requests occur in any thirty (30) calendar day period during the Term of the Agreement, or in the event of any Service Level Failure, Vendor shall promptly investigate the root causes of such support issues and shall provide to the State of Iowa within five (5) business days of the occurrence of the second Critical Support Request or the occurrence of the Service Level Failure an analysis of such root causes and a proposed

corrective action plan for the State of Iowa's review, comment, and approval (the "**Corrective Action Plan**"). The Corrective Action Plan shall include, at a minimum: (a) a commitment by Vendor to devote the appropriate time, skilled Vendor personnel, systems support and equipment, and/or resources to remedy, and prevent any further occurrences of Critical Support Request issues; and (b) time frames for implementation of the Corrective Action Plan. There shall be no additional charge (other than those fees set forth in this Agreement(s)) for Vendor's implementation of such Corrective Action Plan in the time frames and manner set forth in the Corrective Action Plan.

5. **Service Outages**

a. **Scheduled**

Vendor shall notify the State of Iowa of scheduled outages at least twenty-four (24) hours in advance, and such outages shall last no longer than one hour. Such outages shall be scheduled between the hours of 1:00 a.m. and 5:00 a.m., CST on Saturday nights ("**Scheduled Downtime**"). Vendor may request extensions of scheduled down time above one (1) hour and such approval by the State of Iowa, which may not be unreasonably withheld or delayed. Unscheduled outages (such as the kind described in Section 6 of this Attachment below) are not excluded from the Availability service levels set forth above (i.e., an Unscheduled outage, except due to the actions of the State of Iowa and its agents, shall not relieve Vendor of its obligation to achieve the service levels set forth herein).

6. **Security Breaches**

In the event of an attack or threatened or suspected breach of security against the Services and/or Server, Vendor will take whatever reasonable steps that are necessary to halt such action, including taking the Services down. Down time due to external attacks shall not count against Availability requirement set forth above. Vendor will immediately contact the person designated by the State of Iowa to discuss what measure to take. However, if time is critical, action may be required before the contact can be reached. Vendor's actions will include, as appropriate:

- a. Confirm the threat;
- b. Deny access from the source of the attack;
- c. Investigate the extent of the damage, if any;
- d. Back-up the affected systems and those suspected to be affected;
- e. Strengthen defenses everywhere, not just the suspected path that the attacker used;
- f. Contact the ISP where the threat or attack originated and/or law enforcement to work with Vendor's security team; and
- g. Produce an Incident Report within 24 hours detailing Vendor's findings.
- h. Re-instate the denial of access after a set time period, but continue to monitor traffic from that source until risk of further attacks is deemed to be minimized.

## **Attachment #7 Data Protection**

### **1.1 Data Protection**

Protection of personal privacy and data shall be an integral part of the business activities of Vendor to ensure there is no inappropriate or unauthorized use of the State of Iowa's Confidential Information at any time. To this end, Vendor shall safeguard the confidentiality, integrity and availability of the State of Iowa's Confidential Information. In so doing, Vendor shall comply with the following conditions:

- (a) Vendor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of State of Iowa Confidential Information. Such security measures shall be in accordance with recognized industry practice (including, NIST 800-53 Revision 4 and ISO27001:2013 standards and controls) and not less stringent than the measures the Vendor applies to its own personal data and non-public data of similar kind. Additionally, such securities measures, to the extent applicable, shall comply with, and shall enable the State to at all time comply fully with, all applicable federal, state, and local laws, rules, ordinances, codes, regulations and orders related to such security measures or other date security or safeguarding requirements.
- (b) All State of Iowa Confidential Information shall be encrypted at rest and in transit with controlled access. Unless otherwise expressly provided herein or otherwise agreed to by the Parties in writing, Vendor is responsible for encryption of all State of Iowa Confidential Information. Additionally, Vendor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in Federal Information Processing Standards (FIPS) 140-2, Security Requirements for Cryptographic Modules for all Personal Data, unless the State of Iowa approves in writing the storage of Personal Data on a Vendor portable device.
- (c) At no time shall any State of Iowa Confidential Information be copied, disclosed or retained by Vendor, any subcontractor, or any party related to Vendor for subsequent use in any transaction that does not include the State of Iowa.
- (d) Vendor shall not use any State of Iowa Confidential Information collected, processed, stored or transmitted in connection with the Services provided under this Agreement for any purpose other than fulfilling Vendor's express obligations and duties under this Agreement.

**"Personal Data"** means any information relating to an identified or identifiable Person (including, without limitation, any User), including, but not limited to, Social Security or other government-issued identification numbers, account security information, financial account information, credit/debit/gift or other payment card information, account passwords, intellectual property, and sensitive or personal data (or equivalent terminology) as defined under any law, statute, directive, regulation, standard, interpretation (including any and all legislative and/or regulatory amendments or successors thereto) regarding privacy, data protection, information security obligations and/or the processing of personal data. For the avoidance of doubt, Personal Data shall include, but not be limited to:

- (i) “Protected Health Information” or “PHI,” as defined under the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 and including any and all legislative and/or regulatory amendments, standards, or definitions or successors thereto;
- (ii) Any data or information covered under or protected by federal regulations applicable to any User or Vendor set forth in 12 CFR part 30 or covered under or protected by Iowa Code chapter 715C;
- (iii) Substance abuse treatment information protected by 42 C.F.R. part 2;
- (iv) Mental health information concerning particular individuals protected by Iowa Code chapters 228 and 229;
- (v) HIV/AIDS diagnosis and treatment information protected by Iowa Code § 141A.9;

For purposes of this definition and this Agreement, “Process” or “Processing” shall mean any operation or set of operations performed upon the Personal Data, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination and deletion of Personal Data.

## **1.2 Data Location**

Vendor shall provide Services to the State of Iowa, Governmental Entities, and Users solely from data centers located in the continental United States of America. Storage of State of Iowa Confidential Information, or any other State data, at rest and all backups shall be located solely in data centers located in the continental United States of America. Vendor shall not allow its personnel or subcontractors to store State of Iowa Confidential Information or any data on any portable devices, including personal computers, tablets, or cell phones, except for devices that are used and permanently stored at all times only at its continental United States of America data centers. Vendor shall permit its personnel and subcontractors to access State of Iowa Confidential Information remotely only as required to provide technical support.

## **1.3 Treatment of Personal Data**

Without limiting any other warranty or obligation specified in this Agreement, and in particular the confidentiality provisions of this Section 12 (Confidentiality), during the Term and thereafter in perpetuity, Vendor will not gather, store, log, archive, use or otherwise retain any Personal Data in any manner and will not disclose, distribute, sell, share, rent or otherwise transfer any Personal Data to any third party, except as expressly required to perform its obligations in this Agreement or as Vendor may be expressly directed in advance in writing by the State of Iowa. Vendor represents and warrants that Vendor will use Personal Data only in compliance with (a) this Agreement, (b) the State of Iowa’s then-current applicable privacy notice, and (c) all applicable local, state, and federal laws and regulations, including but not limited to Iowa Code chapter 715C, 7 CFR 245, and all other current and future laws and regulations relating to spamming, privacy, data protection, and consumer protection.



#### **1.4 Retention of Personal Data**

Vendor will not retain any Personal Data for any period longer than necessary for Vendor to fulfill its obligations under this Agreement. As soon as Vendor no longer needs to retain such Personal Data in order to perform its duties under this Agreement, Vendor will, at the State of Iowa's request, promptly return, destroy or erase all originals and all copies of such Personal Data.

#### **1.5 Additional Procedures in the Event of Security Breach**

Upon the State of Iowa's determination that a breach of security (including but not limited to any Breach of Security as defined in Iowa Code Chapter 715C, and any other breach of security as defined by any applicable law, rule, or regulation) involving or relating to any State of Iowa Confidential Information has occurred or is reasonably possible, Vendor shall fully cooperate with the State of Iowa in rectifying any breach or misuse, including notifying all of the State of Iowa's affected Users. The State of Iowa shall determine, in its sole discretion, the content and means of delivery of the User notice. Notwithstanding any provision in this Agreement to the contrary, Vendor will be solely responsible and liable for all costs, expenses, damages, fines, penalties, taxes, assessments, legal fees, claims, service fees and any and all other amounts of any kind or nature whatsoever (including, without limitation, the reasonable value of time of the Iowa Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by any Indemnitee) related to, arising out of or incurred by or on behalf of the State of Iowa as a result of, any security breach caused directly or indirectly, in whole or in part, by Vendor, its affiliates, employees, or subcontractors, including, but not limited to, the costs of notifications of affected individuals and businesses and any applicable regulators or governmental entities (including, preparation, printing, mailing and delivery); the cost of opening and closing accounts, printing new checks, embossing new cards; the costs of forensic and other audits, investigations, public relations services, call center services, websites and toll-free numbers for affected individuals; the costs of obtaining credit monitoring services and identity theft insurance for any person or entity whose Personal Data has or may have been acquired or compromised; and all other costs associated with corrective or other actions that are taken to mitigate or address the security breach. Vendor will reimburse or pay to the State of Iowa all such expenses, fees, damages and all other amounts within fifteen (15) business days of the date of any written demand or request delivered by the State of Iowa to Vendor.

**Attachment #8  
Bid Response**

**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? \_\_\_\_\_

**1.1 Teleradiology Services**

Bidder must provide pricing per subspecialties rate for **Teleradiology Services** for all subspecialties listed on table below.

Rates shall be guaranteed for the initial three (3) year period of the Contract.

<b>Bidder Imaging Subspecialties' Available:</b>	<b>Yes</b>	<b>No</b>	<b>Price</b>
Abdominal Imaging			
Body			
Breast			
Cardiovascular Radiology			
Chest Radiology			
Chiropractic			
Computerized Tomography (CT)			
Diagnostic			
Echocardiography			
Emergency Radiology			
Fluoroscopy			
Head and Neck Radiology			
Interventional			
MRI			
Musculoskeletal Radiology			
Neurointerventional Radiology			
Neuroradiology			
Nuclear Medicine			
Pediatric Radiology			
Positron Emission Tomography (PET)			
Ultrasound			
Women's Imaging & Mammography			