

REQUEST FOR BIDS

RFB COVER SHEET

Administrative Information:

RFB Number	RFB0620595068	Title of RFB	Sexual Assault Kits		
Agency	Iowa Department of Administrative Services (DAS)				
Initial term of Contract					
Number of years of the initial term of the Contract	1	Number of possible annual extensions	5		
Available to Political Subdivisions?					No
State Issuing Officer: Kathy Harper Phone: 515-281-3089 E-mail: kathy.Harper2@iowa.gov					
Mailing Address: Iowa Department of Administrative Services Hoover State Office Building, Level 3 1305 East Walnut Street Des Moines, IA 50319-0105					
PROCUREMENT TIMETABLE—Event or Action					Date/Time (Central Time)
State Posts Notice of RFB on TSB website					February 21, 2020
State Issues RFB					February 23, 2020
RFB written questions, requests for clarification, and suggested changes from Bidders due					March 6, 2020
Bids Due					March 17, 2020/2:00 P.M.
Relevant Websites					
Internet website where Addenda to this RFB will be posted http://bidopportunities.iowa.gov					
Internet website where contract terms and conditions are posted https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf					
Number of Copies of Bids Required to be Submitted: 1 Original and 1 Digital					
Firm Bid Terms 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.					

Section 1 Introduction

1.1 Purpose

The purpose of this Request for Bids (RFB) is to solicit bids from qualified Bidders to provide the goods and/or services identified on the RFB cover sheet and described further in Section 4 of this RFB to the Lead Agency and any Participating Agencies identified on the RFB cover sheet. The Lead Agency intends to award a contract(s) beginning and ending on the dates listed on the RFB cover sheet, and the Lead Agency may extend the contract(s) for up to the number of annual extensions identified on the RFB cover sheet at the sole discretion of the Lead Agency. Any contract(s) resulting from the RFB shall not be an exclusive contract.

1.2 Definitions

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

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

“Bidder” or “Contractor” means (as the context requires) either vendors submitting Bids in response to this RFB or the provider of the goods and services under the Resulting Contract.

“Buyer” means the individual state agency or political subdivision making a purchase pursuant to the Resulting Contract.

“Contract” or “Resulting Contract” means the contract(s) entered into with the successful Bidder(s) as described in Section 6.1.

“Lead Agency” means the agency is the chief coordinator and issuer of the RFB. The lead agency will also execute the Resulting Contract.

“Participating Agency” or “Participating Agencies” means the agency or agencies that decides to utilize the Resulting Contract.

“Public Entities” means cities, counties, and educational institutions.

“Purchase Instrument” means the documentation issued by the State to the Bidder for a purchase of goods and/or services in accordance with the terms and conditions of the Contract. It may include an identification of the items to be purchased, the delivery date and location, the address where the Bidder should submit the invoices, and any other requirements deemed necessary by the State. Any pre-printed contract terms and conditions included on Bidder’s forms or invoices shall be null and void.

“Responsible Bidder” means a Bidder that has the capability in all respects to perform the requirements of the Resulting Contract. In determining whether a Bidder is a Responsible Bidder, the Lead 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, the proposed terms of delivery, and the best interest of the Lead Agency and Participating Agencies.

“Responsive Bid” means a Bid that complies with each of the provisions of this RFB.

“RFB” means this Request for Bids and any addenda hereto.

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

1.3 Overview of the RFB Process

Bidders will be required to submit their Bid packages in hardcopy and on digital media (USB drive). It is the Lead Agency’s intention to evaluate Bids from all Responsible Bidders that submit timely Responsive Bids, and award the contract(s) in accordance with Section 5, Evaluation and Selection.

1.4 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 Criminal Investigation (DCI) Laboratory in conjunction with the Iowa Crime Victim Assistance Division seeks to contract with a vendor that is capable of providing Custom Sexual Assault Exam Kits. The bid request for sexual assault exam collection kits will require the supplier to produce, assemble and ship the kits. The kit specifications are listed in Section 4.

The State of Iowa does not guarantee any minimum purchase. Orders will be placed on an as needed basis.

Section 2 Administrative Information

2.1 Issuing Officer

The Issuing Officer identified in the RFB cover sheet 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 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 Downloading the RFB from the Internet

The RFB will be posted at <http://bidopportunities.iowa.gov/> and all Addenda will be posted at the website listed on the RFB cover sheet. The Bidder is advised to check the website periodically for Addenda to this RFB, particularly if the Bidder downloaded the RFB from the Internet as the Bidder may not automatically receive Addenda. It is the Bidder's sole responsibility to check daily for Addenda to posted documents.

2.4 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.

2.5 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.

2.6 Submission of Bids

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

2.7 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.

2.8 Costs of Preparing the Bid

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

2.9 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.

2.10 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 Bidder is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code section 12J.3.

2.11 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.

2.12 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.

2.13 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.

2.14 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.

2.15 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.

2.16 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.

2.17 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code chapter 22. Bidders 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 Bidder as non-confidential records unless Bidder 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.**

2.17.1 Form 22 Request for Confidentiality

FORM 22 MUST BE COMPLETED AND INCLUDED WITH BIDDER'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.

2.17.2 Confidential Treatment Is Not Requested

A Bidder not requesting confidential treatment of information contained in its Bid shall complete Section I of Form 22 and submit Form 22 with the Bid.

2.17.3 Confidential Treatment of Information is Requested

A Bidder requesting confidential treatment of specific information shall: (1) fully complete Section II 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 material as confidential, (2) justifies why the material should be maintained in confidence, (3) explains why disclosure of the material 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 material.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFB. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material 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 section 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 bidder's 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 material, 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.

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

Appeals of the Notice of Intent to Award are governed by the Agency’s Bidder appeal process. Bidders may obtain information about the appeal process from the Issuing Officer and at Iowa Administrative Code chapter 11-117.

2.30 Unit Price

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

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.

2.31 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

2.32 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 March 6, 2020 at 2:00 p.m. (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 FORM AND CONTENT OF BIDS
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3.1 Instructions

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

3.1.1 The Bid shall be typewritten on 8.5" x 11" paper.

3.1.2 The Bid must be sealed in an envelope. If multiple envelopes for each Bid are used, the envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

RFB0620595068 Sexual Assault Kits
Kathy Harper
Iowa Department of Administrative Services
Hoover Building, 3rd floor
1305 Walnut Street
Des Moines, Iowa 50319

[Bidder's Name and Address]

The Lead Agency shall not be responsible for misdirected packages or premature opening of Bids if a Bid is not properly labeled.

3.1.3 One (1) original & one (1) Digital copy of the Bid, each in a sealed envelope, shall be timely submitted to the Issuing Officer.

3.1.4 If the Bidder designates any information in its Bid as confidential pursuant to Section 2.21, the Bidder must also submit one (1) copy of the Bid from which confidential information has been excised as provided in Section 2.21.

3.1.5 Bids shall not contain promotional or display materials.

3.1.6 Attachments shall be referenced in the Bid.

3.1.7 If a Bidder proposes more than one method of meeting these requirements, each shall be labeled and submitted separately. Each will be evaluated separately.

3.2 Bid Contents

The following documents and responses shall be included in the Bid in the order given below:

3.2.1 Transmittal Letter (Required)

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

Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.21.

3.2.2 Table of contents

The Bidder is encouraged to include a table of contents of its Bid.

3.2.3 Specifications and Technical Requirements

The Bidder shall address each requirement in Section 4 of the RFB as provided for in that Section.

3.2.4 Background Information

The Bidder shall provide the following general background information:

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

3.2.4.2 Name, address, telephone number, fax number and e-mail address of the Bidder including all d/b/a's or assumed names or other operating names of the Bidder.

3.2.4.3 Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.

3.2.4.4 State of incorporation, state of formation, or state of organization.

3.2.4.5 Identification and specification the location(s) and telephone numbers of the major offices and other facilities that relate to the Bidder's performance under the terms of this RFB.

3.2.4.6 Local office address and phone number (if any).

3.2.4.7 Number of employees.

3.2.4.8 Type of business.

3.2.4.9 Name, address, and telephone number of the Bidder's representative to contact regarding all contractual and technical matters concerning this Bid.

3.2.4.10 The successful Bidder will be required to register to do business in Iowa before payment can be made. For vendor registration documents, go to: <https://das.iowa.gov/procurement/vendors/how-do-business>

3.2.6 Experience

The Bidder must provide the following information regarding its experience:

3.2.6.1 Number of years in business.

- 3.2.6.2** Number of years' experience with providing the types of goods and/or services sought by the RFB.
- 3.2.6.3** Describe the level of technical experience in providing the types of goods and/or services sought by the RFB.
- 3.2.6.4** List all goods and/or services similar to those sought by this RFB that the Bidder has provided to other businesses or governmental entities.
- 3.2.6.5** 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 RFB and a contact person and telephone number for each reference.
- 3.2.6.6** If a discrepancy between the unit price and the item total exists, the unit price prevails.

3.2.10 Certification Letter

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

3.2.11 Acceptance of Terms and Conditions

The Bidder shall specifically agree that the Bid is predicated upon the acceptance of all terms and conditions stated in the RFB. If the Bidder objects to any term or condition, the Bidder must specifically take exception per the RFB Section 6.

3.2.12 Authorization to Release Information

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

3.2.13 Firm Bid Terms

The Bidder shall guarantee in writing the availability of the goods and/or services offered and that all Bid terms, including price, will remain firm a minimum of 120 days following the deadline for submitting Bids.

3.3 Cost

The Bidder shall provide its Bid for the proposed goods and/or services.

Payment Terms

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

What discount will you give for payment in 15 days?

SECTION 4 SPECIFICATIONS

Overview

The successful Bidder shall provide the goods and/or services to the Lead Agency and to Buyers issuing Purchase Instruments against the Resulting Contract in accordance with the technical specifications defined in this Section. The Bidder shall address each requirement in this Section and explain how it will comply with each requirement. Bids must be fully responsive to each requirement. Bids must identify any deviations from the requirements of this RFB or requirements the Bidder cannot satisfy. Any deviations from the requirements of Section 4 or any requirement of Section that the Bidder cannot satisfy may disqualify the Bidder.

All items listed in this Section are Mandatory Requirements. A successful Bidder must be able to satisfy all these requirements to be deemed a Responsible Bidder. Bidders must mark either **“yes”** or **“no”** to each requirement in their Bids. 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 specific references and/or supportive materials 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 Lead Agency reserves the right to determine whether the supportive materials submitted by the Bidder demonstrate the Bidder will be able to comply with the Mandatory Requirements. If the Agency determines the supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Requirements, the Lead Agency may disqualify the Bid.

4.1 Distribution of Kits

Vendor will distribute kits directly to State of Iowa medical facilities in conjunction with the use of the STACS DNA “Track-Kit” system for sexual assault kits.

4.2 Outer Packaging – (Provided by Vendor)

- Cardboard box approximately 7in. (wide) by 10 in. (length) and 2-3in. deep.
- Box must be sealed w/tape or sticker type seal which can be easily cut open by the medical professional.
 - Seal must have wording to the effect of “Seal to be opened by authorized personnel only.”

4.2.1 Outer Packaging Labeling– (Provided by Vendor)

- Top of kit:
 - Must state “Sexual Assault Evidence Collection Kit” and “Provided free of charge by the Iowa Department of Justice Crime Victim Assistance Program” in a large bolded font.
 - Boxed area labeled “For Hospital Personnel” containing blanks for the following information:
 - Patient’s Name
 - Date of Examination Hospital/Clinic Name
 - “Under 18 at collection” followed by check boxes for “Yes” and “No”
 - If Yes, Year of Birth
 - Boxed area for Biohazard Seal to be placed

- Check box followed by “Evidence to be Placed in Law Enforcement Storage ONLY”
- Boxed area labeled “Chain of Possession” with blanks for the following information
 - Kit Sealed By
 - Date
 - Time (with am/pm choices to be circled)
 - Received By
 - Date
 - Time (with am/pm choices to be circled)
 - Received By
 - Date
 - Time (with am/pm choices to be circled)
- Sides of Kit:
 - “SEXUAL ASSAULT EVIDENCE COLLECTION KIT” must be written on all four (4) sides.
 - In center of the two long sides – have areas designated for placement of “Evidence Seal”
 - On at least one of the short sides – “DCI Lab Case #”
 - On at least one of the short sides – Area for Kit Barcode placement
 - Randomly generated barcode number for each kit in conjunction with use of STACS DNA “Track-Kit” system.
 - On at least one of the short sides – Expiration Date and Lot # information

4.3 Internal Components

4.3.1 Non-Evidence Collection Components (Forms/Stickers):

- State of Iowa Sexual Assault Evidence Collection Kit Instructions – **(Provided by Vendor)**
 - 1 page, double-sided, white paper, and folded in half.
 - DCI has an electronic version of this and will give to Vendor to print the sheets.
- Business card with Survivor Credentials – **(Provided by Vendor)**
 - Must include a username associated with the barcode on the outside of the kit, a URL for the kit tracking website, and a password.
 - The State of Iowa will work with the vendor to help create passwords for the cards and will also provide the website URL in conjunction with use of STACS DNA “Track-Kit” system.
- Iowa Sexual Assault Consent and information Form – **(Provided by Vendor)**
 - Four (4) pages, one sided, carbon copy, folded in half, white, yellow, pink and goldenrod paper.
 - Iowa DCI Crime Lab/AG’s Office will provide the vendor with an electronic version of this form.
- Iowa Sexual Assault Anonymous Reporting and Information Form – **(Provided by Vendor)**
 - Three (3) pages, one sided carbon copy, folded in half.

- Iowa DCI Crime Lab/AG's Office will provide the vendor with an electronic version of this form.
- Other possible forms, either electronically or on paper – **(Provided by the State to the Vendor)**
 - Business Card from AG's office
 - Trifold pamphlet from ICASA
 - Sexual assault victims/survivors information sheet front page, Crime Victim Assistance Division (CVAD)
- FDA Insert– per FDA regulations **(Provided by Vendor)**
- Stickers/Labels – **(Provided by Vendor)**
 - One (1) sticker with barcode number matching that on the outside of the kit
 - Two (2) Stickers stating in red writing “Evidence – Warning Police Seal Do Not Remove” With blank for “Initials”
 - Red/Orange Biohazard Label – Two parts:
 - Removable part – Showing Biohazard symbol and stating “Biohazard”
 - Stationary part stating something to the effect of “Affix this label to outside of kit after specimen collection”
- Flexible Ruler – **(Provided by Vendor)**
 - Can be a paper ruler or measuring tape type ruler. Needs to be flexible enough to wrap around curved surfaces. (required but was not included in pictures)

4.3.2 Evidence Collection Components – (Provided by Vendor)

All envelopes for steps 3-8 inside the kit must be “Peel and Stick” style envelopes.

- Envelopes must be large enough to hold 3 or 4 swab boxes and still be closed without smashing swab boxes. (6in x 8in seems to work well).
- Envelopes need to be large enough to contain the specified information (see below) on the front of the envelope.
- **Step 1 – Patient Summary Form**
 - Victim Information for the DCI Laboratory or Patient Summary Form. This is a 8 ½” x 11’ single sheet of white paper printed on one side with the patient information that DCI receives from the hospital concerning the facts of the case for the Iowa DCI Lab. – The State of Iowa will work with the awarded Vendor to redesign the current form.
 - Form will need to be printed and folded in half.
- **Step 2 – Underwear**
 - Small paper sack w/label on front containing the following information:
 - “Victim’s Name” (followed by blank line)
 - “Date Collected” (Followed by blank line), Time (followed by blank line) and “am/pm” (choice to be circled)
 - “Collected By” (followed by blank line)

- “Was Sample Collected?” Followed by check boxes for “Yes” and “No”
 - “Worn at/immediately after time of assault?” Followed by check boxes for “Yes” and “No”
 - Include a label (preferably stuck to the bag) that can be peeled off to close the bag, or have a peel and stick closure for the bag.
- **Step 3 – Miscellaneous Collection**
 - Envelope containing the following information printed on the outside of the envelope:
 - “STEP 3”
 - “MISCELLANEOUS COLLECTION”
 - “Victim’s Name” (followed by blank line)
 - “Date Collected” (followed by blank line), “Time” (followed by blank line) with “am” and “pm” (as a choice to be circled)
 - “Collected By” (followed by blank line)
 - “Check appropriate box(es)” (With the following choices below):
 - “Debris”
 - “Dried Secretions”
 - “Fingernail Scrapings”
 - “Was Sample(s) Collected” (With Yes/No check boxes)
 - “If No, Why Not?” (Followed by blank line)
 - Front and Back view drawings of a person to mark areas of injury on
 - Contain one (1) 8 1/2 by 11 in. piece of blank paper – folded into thirds both directions containing a plastic scraper to be used under fingernails.
 - Three (3) packages containing two (2) sterile swabs each
 - Three (3) swab boxes with “Area Swabbed” followed by blank line on each box.
- **Step 4 – Oral Swabs**
 - Envelope containing the following information printed on the outside of the envelope:
 - “STEP 4”
 - “ORAL SWABS”
 - “Victim’s Name” (followed by blank line)
 - “Date Collected” (followed by blank line), “Time” (followed by blank line) with “am” and “pm” (as a choice to be circled)
 - “Collected By” (followed by blank line)
 - “Was Sample(s) Collected” (With Yes/No check boxes)
 - “If No, Why Not?” (Followed by blank line)
 - Containing one (1) package of two (2) sterile swabs
 - Containing one (1) swab box labeled “ORAL SWABS.”

- **Step 5 – Anal Swabs**

- Envelope containing the following information printed on the outside of the envelope:
 - “STEP 5”
 - “ANAL SWABS”
 - “Victim’s Name” (followed by blank line)
 - “Date Collected” (followed by blank line), “Time” (followed by blank line) with “am” and “pm” (as a choice to be circled)
 - “Collected By” (followed by blank line)
 - “Was Sample(s) Collected” (With Yes/No check boxes)
 - “If No, Why Not?” (Followed by blank line)
- Containing one (1) package of two (2) sterile swabs
- Containing one (1) swab box labeled “ANAL SWABS.”

- **Step 6 – Vaginal Swabs**

- Envelope containing the following information printed on the outside of the envelope:
 - “STEP 6”
 - “VAGINAL SWABS”
 - “Victim’s Name” (followed by blank line)
 - “Date Collected” (followed by blank line), “Time” (followed by blank line) with “am” and “pm” (as a choice to be circled)
 - “Collected By” (followed by blank line)
 - “Was Sample(s) Collected” (With Yes/No check boxes)
 - “If No, Why Not?” (Followed by blank line)
- Containing one (1) package of two (2) sterile swabs
- Containing one (1) swab box labeled “VAGINAL SWABS.”

- **Step 7 – Known Buccal Swabs**

- Envelope containing the following information printed on the outside of the envelope:
 - “STEP 7”
 - “KNOWN BUCCAL SWABS”
 - “Victim’s Name” (followed by blank line)
 - “Date Collected” (followed by blank line), “Time” (followed by blank line) with “am” and “pm” (as a choice to be circled)
 - “Collected By” (followed by blank line)
 - “Was Sample(s) Collected” (With Yes/No check boxes)
 - “If No, Why Not?” (Followed by blank line)
- Containing one (1) package of two (2) sterile swabs
- Containing one (1) swab box labeled “BUCCAL SWABS.”

- **Step 8 – Known Blood Sample**

- Envelope containing the following information printed on the outside of the envelope:
 - “STEP 8”
 - “KNOWN BLOOD SAMPLE”

- “Victim’s Name” (followed by blank line)
- “Date Collected” (followed by blank line), “Time” (followed by blank line) with “am” and “pm” (as a choice to be circled)
- “Collected By” (followed by blank line)
- “Was Sample(s) Collected” (With Yes/No check boxes)
- “If No, Why Not?” (Followed by blank line)
- Containing one (1) FTA Card containing 2-4 circles for blood samples.
- Containing one (1) safety lancet (for finger stick).

SECTION 5 EVALUATION AND SELECTION

5.1 Introduction

This section describes the evaluation process that will be used to determine which Bid(s) provide the lowest cost to the Lead Agency and Participating Agencies.

5.2 Determination of Responsible Bidder & Responsive Bid

All Bids will be first evaluated to determine if they comply with the Mandatory Requirements described in *Section 4* (i.e. to determine if they 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 of *Section 4* and include supportive materials demonstrating the Bidder will be able to comply with the Mandatory Requirements in *Section 4*.

5.3 Preferences

5.3.1 Preference to Iowa Products and Services

In accordance with the provisions of Iowa Code § 73.1 a preference will be given to products and provisions grown and coal produced within the State of Iowa, when they are found in marketable quantities in the State and are of a quality reasonably suited to the purpose intended, and can be secured without additional cost over foreign products or products of other states. Preferences required by applicable statute or rule shall also be applied, where appropriate.

5.3.2 Tied Bid

Whenever a tie involves an Iowa Bidder and a Bidder outside the state of Iowa, the Iowa Bidder will receive preference. Whenever a tie involves one or more Iowa Bidders and one or more Bidders outside the state of Iowa, the drawing will be held among the Iowa Bidders only. Tied bids involving Iowa-produced or Iowa-manufactured products and items produced or manufactured outside the state of Iowa will be resolved in favor of the Iowa product.

In the event of a tied bid between Iowa Bidders, the department shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Bidders have complied with ESGR standards. Preference, in the case of a tied bid, shall be given to Iowa Bidders complying with ESGR standards.

An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Bidders who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

5.4 Evaluation Criteria

The Lead 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.

SECTION 6 CONTRACT TERMS AND CONDITIONS

6.1 Contract Terms and Conditions

The contract(s) that the Lead Agency expects to award as a result of this RFB will be based upon the final Bid submitted by the successful Bidder and the RFB. The contract between the Lead Agency and the successful Bidder shall be a combination of the specifications, terms and conditions of the RFB, the contract terms and conditions contained at the web-address indicated on the RFB cover sheet, 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 RFB, and any other terms deemed necessary by the Lead Agency, except that no objection or amendment by a Bidder to the RFB requirements shall be incorporated by reference into the Contract unless the Lead Agency has explicitly accepted the Bidder's objection or amendment in writing.

The contract terms and conditions contained at the web-address indicated on the RFB cover sheet will be incorporated into the resulting 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 RFB and the potential resulting contract. Bidders should plan on the contract terms and conditions contained at the web-address indicated on the RFB cover sheet being included in any contract awarded as a result of this RFB. 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 RFB specifications and the contract terms and conditions without change except as otherwise expressly stated in its Bid. If a Bidder takes exception to a provision, it must state the reason for the exception and set forth in its Bid the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFB may be deemed non-responsive by the State, in its sole discretion, resulting in possible disqualification of the Bid. The Lead 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 Lead Agency would be served.

6.2 Contract Length

The term of the contract will begin and end on the dates indicated on the RFB cover sheet.

The Lead Agency shall have the sole option to renew the contract upon the same or more favorable terms and conditions for up to the number of annual extensions identified on the RFB cover sheet.

6.2 Insurance

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

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

6.2.1 Claims Provision

All insurance policies required by this Contract must provide coverage on an “occurrence basis” for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

6.2.2 Liability of Contractor

Acceptance of the insurance certificates by the Department shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor 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 Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

6.5 Quarterly Report [Optional, delete this section if not needed]

The Bidder shall provide an electronic detailed quarterly report on all sales made against this Contract within the State of Iowa via E-Mail to the Iowa Department of Administrative Services, Central Procurement, Attn: [administrator of this contract], Level 3, Hoover State Office Building, Des Moines, IA 50319-0105. 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. Bids must include a sample report and a description of the reporting that will be provided. The State reserves the right to requests 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.

6.6 Administrative Fee [Optional, delete this section if not needed]

Without affecting the approved discounts or prices specified in the Master Price Agreement herein, the Contractor shall provide to the Iowa Department of Administrative Services a 1.00% Administrative Fee on all sales made within the State of Iowa against this Contract. The fee is to be paid quarterly to the Iowa Department of Administrative Services, Procurement; Attn: Central Procurement, 3rd Floor, Hoover State Office Building, 1305 E. Walnut St., Des Moines, IA 50319-0105.

**Attachment #1
Certification Letter**

(Date) _____

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

Re: RFB0620595068 - BID CERTIFICATIONS

Dear Kathy:

I certify that the contents of the Bid submitted on behalf of **(Name of Bidder)** in response to **Iowa Department of Administrative Services** for RFB0620595038 for Sexual Assault Kits 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) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires 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)(2016)*.

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

(Date) _____

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

Re: RFB0620595068 - AUTHORIZATION TO RELEASE INFORMATION

Dear Karl:

(Name of 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 RFB0620595068.

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 or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Bidder'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 or the Evaluation Committee in the evaluation and selection of a successful Bidder in response to RFB.

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

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

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR BID. 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 IF NO INFORMATION BID DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 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 RFB. 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 Bidder’s 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 Bidder's 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	_____ RFB Number	_____ RFB Title
_____ Signature (required)	_____ Title	_____ Date

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

Part 2 - Confidential Treatment is Requested

The below information is to be completed and signed ONLY if 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 INFORMATION 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 Bidder's 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 Bidder's Bid. The Bidder shall place this Form completed and signed in its Bid. 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

RFB Number

RFB Title

Signature (required)

Title

Date