

## REQUEST FOR BIDS

### RFB COVER SHEET

#### Administrative Information:

<b>RFB Number</b>	RFB1420005036	<b>Title of RFB</b>	Secure Shredding Services	
<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>	2	<b>Number of possible annual extensions</b>	4	
<b>Available to Political Subdivisions?</b>	yes			
<b>State Issuing Officer:</b> Kelli Sizenbach Phone: 515-725-2275 E-mail: kelli.sizenbach@iowa.gov				
<b>Mailing Address:</b> Iowa Department of Administrative Services Hoover State Office Building, Level 3 1305 East Walnut Street Des Moines, IA 50319-0105				
<b>PROCUREMENT TIMETABLE—Event or Action</b>			<b>Date/Time (Central Time)</b>	
State Posts Notice of RFB on TSB website			December 31, 2019	
State Issues RFB			January 2, 2020	
RFB written questions, requests for clarification, and suggested changes from Bidders due			January 6, 2020	
Bids Due			January 17, 2020/2:00 P.M.	
<b>Relevant Websites</b>				
Internet website where Addenda to this RFB will be posted <a href="http://bidopportunities.iowa.gov">http://bidopportunities.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: 1 Original, 1 Digital, & 2 Copies				
<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.				

## 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 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 solicitation that is issuing the RFB and any other agency that purchases from the Contract.

**“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.

### **1.3 Overview of the RFB Process**

Bidders will be required to submit their Bid packages in hardcopy and on digital media (USB drive or CD). 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 State of Iowa is currently soliciting bid responses for secure document destruction for five (5) regions throughout the State of Iowa (See Attachment #5). See attachment #6 for specific location addresses. The State is seeking respondents who can provide on-site and off-site confidential shredding and bulk purges. The number of service locations is subject to change at any time. The State needs document destruction that is compliant with IRS Publication 1075, see Attachment #7.

The resulting award may be a multi-award based on regions in Attachment #5.

## **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 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 Respondent 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. 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 on the cover page of this document. 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

### 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:

**RFB1420005036 – Secure Document Shredding**

***Kelli Sizenbach***

***1305 E Walnut St, 3<sup>rd</sup> Floor***

***Des Moines, IA 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) CD and one (1) 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 Executive Summary**

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

**3.2.3.1** Statements that demonstrate that the Bidder has read, understands and agrees with the terms and conditions of the RFB and the proposed contract.

**3.2.3.2** An overview of the Bidder's plans for complying with the requirements of this RFB.

**3.2.3.3** Any other summary information the Bidder deems to be pertinent.

### **3.2.4 Specifications and Technical Requirements**

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

### **3.2.5 Background Information**

The Bidder shall provide the following general background information:

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

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

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

**3.2.5.4** State of incorporation, state of formation, or state of organization.

**3.2.5.5** 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.

**3.2.5.6** Local office address and phone number (if any).

**3.2.5.7** Number of employees.

**3.2.5.8** Type of business.

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

**3.2.5.10** 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 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.

### **3.2.7 Terminations, Litigation, Debarment**

The Bidder must provide the following information:

- 3.2.7.1** 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.
- 3.2.7.2** 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.
- 3.2.7.3** 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.
- 3.2.7.4** 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.

### **3.2.8 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.

**3.2.9 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.

**3.2.10 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.

**3.2.11 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.

**3.2.12 Bid Security**

There is no bid bond required by this RFB.

**3.2.13 Bin Lock Keys**

The Bidder shall specify if they have the ability to provide keys to locks with the “do not duplicate” statement stamped on them.

**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?

The Bid shall include the following:

Scheduled Service							
On-site Rate							
	Lock	32 Gallon	64 Gallon	95 Gallon	Gaylord	Pallet	Other
Paper							
Other							
Off-site Rate							
	Lock	32 Gallon	64 Gallon	95 Gallon	Gaylord	Pallet	Other
Paper							
Other							

On Call Service							
On-site Rate							
	Lock	32 Gallon	64 Gallon	95 Gallon	Gaylord	Pallet	Other
Paper							
Other							
Off-site Rate							
	Lock	32 Gallon	64 Gallon	95 Gallon	Gaylord	Pallet	Other
Paper							
Other							

Additional Services/Fees		
	On-site	Off-site
Container Rental		
Container Drop Off		
Contain Pick Up		
Incineration		
Expedited Services		
Emergency Services		
Purge Services		
Monthly Minimum		
Monthly Flat Fees		
Discounts Available		
Trip Charge to Unlock Bins		
Other		

## SECTION 4 – SPECIFICATIONS

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 Destruction Process

**4.1.1** Bidder must provide onsite and offsite destruction based on the specific agency needs.

**4.1.2** Individuals performing services must be visually identifiable (uniform, badge, or other) as a contractor employee.

**4.1.3** Bidder must provide locks for all containers and allow agencies to add an additional lock if deemed necessary by the agency

**4.1.4** Bidder must provide a variety of bin sizes.

**4.1.5** Bidder must provide proof of service and proof of destruction for each location.

**4.1.6** Bidder must provide service within 72 hours of the request for service.

**4.1.7 Onsite Services:**

**4.1.7.1** All destruction must be completed before Contractor employee leaves the Agency premises.

**4.1.7.2** Agency personnel must be allowed to view destruction if desired.

**4.1.8 Offsite Services**

**4.1.8.1** Destroyed within 72 hours

**4.1.8.2** Contents are to be secured from pick up through final destruction.

### 4.2 Account Management

**4.2.1** Bidder must provide the ability to view and pay invoices online.

**4.2.2** Bidder must provide an account manager for the State of Iowa account.

**4.2.3** Bidder must ensure only authorized contacts make changes to agency accounts.

**4.2.4** Bidder must be able to communicate any schedule changes to agency contacts.

### 4.3 Required Certification and Agreements

**4.3.1** Bidder must agree to the agency specific BAA listed in attachment #8.

**4.3.2** Bidder must be NAID certified.



- 4.3.3** Bidder must be able to provide confidential destruction services based on the IRS Publication 1075. Attachment #7
  - 4.3.4** Bidder must agree to Confidentiality Acknowledgements listed in Attachment #9.
- 4.4** Bidder must fill out Section 3.3 for each region that will be serviced by bidder.

## **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.

### **6.3 Insurance**

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

<i>Type of Insurance</i>	<i>LIMIT</i>	<i>AMOUNT</i>
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

#### **6.3.1 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.

#### **6.3.2 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.

#### **6.4 Quarterly Report**

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.

**6.5 Administrative Fee**

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, 3<sup>rd</sup> Floor, Hoover State Office Building, 1305 E. Walnut St., Des Moines, IA 50319-0105.

**6.6 Qualified Service Organization**

The Contractor acknowledges that it will be receiving, storing, processing, or otherwise dealing with confidential patient records from programs covered by 42 CFR part 2, and the Contractor acknowledges that it is fully bound by those regulations. The Contractor will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 CFR part 2. "Qualified Service Organization" as used in this Contract has the same meaning as the definition set forth in 42 CFR § 2.11.

**6.7 Contractor Breach Notification Obligations**

The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized use or disclosure of Confidential Information or other event(s) requiring notification in accordance with applicable law. In the event of a breach of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to follow Agency directives, which may include assuming responsibility for informing all such individuals in accordance with applicable laws, and to indemnify, hold harmless, and defend the State of Iowa against any claims, damages, or other harm related to such breach.

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

**Alterations to this document are prohibited.**

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

Kelli Sizenbach, 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 RFB1420005036 for Secure Document Shredding 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) \_\_\_\_\_

Kelli Sizenbach, 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

\_\_\_\_\_  
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 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

\_\_\_\_\_  
RFB Number

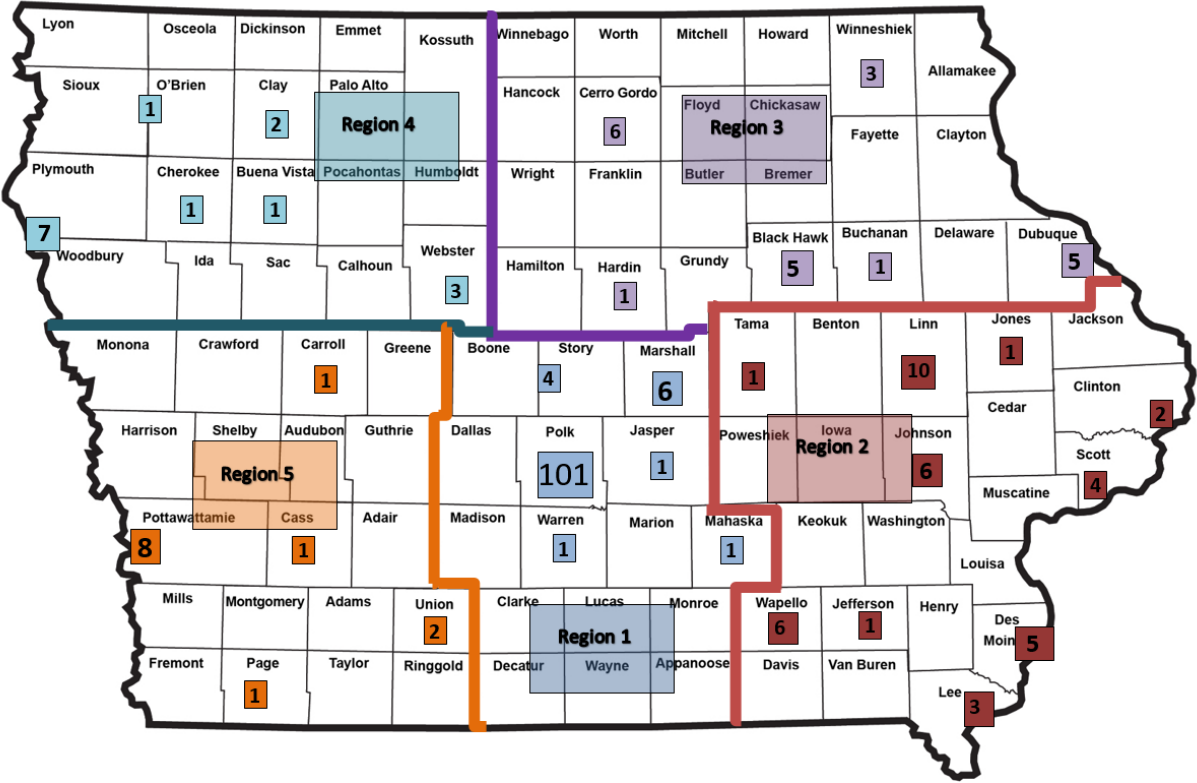
\_\_\_\_\_  
RFB Title

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Attachment #5  
Regional Map



**Attachment #6**  
**Pick-up Addresses by Region**

Pickup Service Address	County	City	Zip	On-site or Off-site Shredding (ON, OFF)	Frequency of Scheduled Service	Containers Used Console or 65 OR 95 GAL Tote	Average # of Bins Left On-Site
<b>Region 1</b>							
250 Elm Ave SW	Jasper	Mitchellville	50169	On	Monthly	65 Gal	2
211 High Ave E	Mahaska	Oskaloosa	52577	Off	Monthly	65-Gal	1
1301 Summit St	Marshall	Marshalltown	50158	On	Every 2 Weeks	65 Gal	50
202 W State St	Marshall	Marshalltown	50158	Off	Monthly	95 Gal	1
204 1/2 W State St	Marshall	Marshalltown	50158	On	Monthly	65 Gal	3
204 W State St	Marshall	Marshalltown	50158	Off	Monthly	65 Gal	1
1401 South 17th Ave	Marshall	Marshalltown	50158	On	Every 8 Weeks	Console	1
26 S 1st Ave #412	Marshall	Marshalltown	50158	On	Every 8 Weeks	Console	2
100 Army Post Rd	Polk	Des Moines	50315	On	Every 2 Weeks	65 Gal	24
100 SW 8th St, Suite E	Polk	Des Moines	50309	Off	Monthly	65 Gal	1
1000 E Grand	Polk	Des Moines	50319	On	Every 2 Weeks	65 Gal	24
1007 E Grand Ave	Polk	Des Moines	50319	On	Semi-Annual	65 Gal	1
1007 E Grand Ave	Polk	Des Moines	50319	Off	Every 8 weeks	Console	1
1007 E Grand Ave, Room 111	Polk	Des Moines	50319	Off	Quarterly	65 Gal	1
109 SE 13th St	Polk	Des Moines	50319	Off	As Needed	65 Gal	1
1112 E Grand Ave	Polk	Des Moines	50319	On	Monthly	65 Gal	2
1112 E Grand Ave	Polk	Des Moines	50319	Off	Every 8 weeks	65 Gal, Console	3, 2
1112 E Grand Ave	Polk	Des Moines	50319	Off	As Needed	65 Gal	1
1300 Des Moines St, Suite 100	Polk	Des Moines	50309	Off	Every 8 weeks	65 Gal	1
1300 Metro East Dr, Suite 114	Polk	Pleasant Hill	50327	On	Monthly	65 Gal	2
13001 University Ave	Polk	Clive	50325	On	Monthly	65 Gal	5
1305 E Walnut	Polk	Des Moines	50319	On	Weekly	65 Gallon	7
1305 E Walnut	Polk	Des Moines	50319	Off	Weekly	65 Gal	1
1305 E Walnut	Polk	Des Moines	50319	Both	Weekly	65 Gal	6
1305 E Walnut	Polk	Des Moines	50319	Off	Weekly	95 Gal	1
1305 E Walnut	Polk	Des Moines	50319	On	Weekly	95 Gal	23
1305 E Walnut	Polk	Des Moines	50319	On	Every 2 Weeks	65 Gal	1
1305 E Walnut St, Level 3	Polk	Des Moines	50319	Off	Weekly	65 Gal	2
1305 E Walnut St, Level A	Polk	Des Moines	50319	On	Weekly	65 Gal	2
1375 E Court Ave	Polk	Des Moines	50319	Off	Monthly	65 Gal	6
1605 SE Delaware, Suite A	Polk	Ankeny	50021	On	Monthly	65 Gal	3
1900 Carpenter Ave	Polk	Des Moines	50314	On	As Needed	65 Gal	1
200 Army Post Rd	Polk	Des Moines	50315	Either	Weekly	65 Gal	10
200 E Grand	Polk	Des Moines	50309	On	Monthly	Console	7
200 E Grand, Suite 300	Polk	Des Moines	50309	Off	Every 3 Weeks	65 Gal	1

200 E Grand, Suite 350	Polk	Des Moines	50309	Off	Every 2 Weeks	65 Gal	3
215 E 7th St	Polk	Des Moines	50319	Off	Monthly	95 Gal	1
215 E 7th St	Polk	Des Moines	50319	On	As Needed	65 Gal	12
215 E 7th St	Polk	Des Moines	50319	Off	As Needed	65 Gal	2
215 E 7th St	Polk	Des Moines	50319	Off	As Needed	65 Gal	2
215 E 7th St	Polk	Des Moines	50319	Off	Monthly	65 Gal	2
215 E 7th St	Polk	Des Moines	50319	On	Quarterly	65 Gal, 95 Gal	1, 1
215 E 7th St, 3rd Floor	Polk	Des Moines	50319	Off	As Needed	65 Gal	2
2240 S Ankeny Blvd	Polk	Ankeny	50023	On	As Needed	65 Gal	7
2309 Euclid Ave	Polk	Des Moines	50310	On	Monthly	65 Gal	15
321 E 12 St, 4th Fl	Polk	Des Moines	50319	Off	As Needed	65 Gal	1
321 E 12th St	Polk	Des Moines	50319	On	As Needed	65 Gal	2
321 E 12th St	Polk	Des Moines	50319	Off	Monthly	65 Gal	2
321 E 12th St	Polk	Des Moines	50319	On	Monthly	65 Gal	1
321 E 12th St	Polk	Des Moines	50319	Off	Every 2 Weeks	65 Gal	2
321 E 12th St	Polk	Des Moines	50319	Off	As Needed	95 Gal	1
321 E 12th St	Polk	Des Moines	50319	Off	As Needed	65 Gal	2
321 E 12th St	Polk	Des Moines	50319	Off	Monthly	65 Gal	5
321 E 12th St	Polk	Des Moines	50319	Off	Monthly	65 Gal	3
321 E 12th St	Polk	Des Moines	50319	Off	Every 2 Weeks	65 Gal	2
321 E 12th St, 1st Fl	Polk	Des Moines	50319	Off	As Needed	95 Gal	1
321 E 12th St, 1st Fl	Polk	Des Moines	50319	Off	Weekly	95 Gal	1
321 E 12th St, 3rd and 4th Fl	Polk	Des Moines	50319	Off	Every 2 Weeks	65 Gal, 95 Gal	6, 4
321 E 12th St, 4th Fl	Polk	Des Moines	50319	Off	As Needed	65 Gal	1
321 E 12th St, 5th Fl	Polk	Des Moines	50319	Off	As Needed	95 Gal	2
321 E 12th St, 5th Fl	Polk	Des Moines	50319	Off	As Needed	65 Gal	1
321 E 12th St	Polk	Des Moines	50319	Off	As Needed		
321 E 12th St, 5th Fl	Polk	Des Moines	50319	Off	As Needed	65 Gal	2
321 E 12th St, 5th Fl	Polk	Des Moines	50319	Off	Monthly	95 Gal	1
321 E 12th St, 5th Fl	Polk	Des Moines	50319	Off	As Needed	95 Gal	1
321 E 12th St, 6th Fl	Polk	Des Moines	50319	Off	As Needed	95 Gal	1
1901 Bell Ave #16	Polk	Des Moines	50315	On	As Needed		
3560 SW Brookside Dr, Suite E	Polk	Grimes	50111	On	Monthly	65 Gal	2
400 E 14th St	Polk	Des Moines	50319	On	Semi-Annual	65 Gal	1
400 E 14th St	Polk	Des Moines	50319	Off	Every 2 Weeks	65 Gal	2
400 E 14th St	Polk	Des Moines	50319	Off	Monthly	65 Gal	5
400 E 14th St	Polk	Des Moines	50319	Off	As Needed	95 Gal	0
701 E Court, 1st Flr	Polk	Des Moines	50309	Off	Monthly	65 Gal	1
400 SW 8th St, Suite B	Polk	Des Moines	50309	On	Monthly	65 Gal	1
400 SW 8th St, Suite C	Polk	Des Moines	50309	Off	As Needed	65 Gal	2
400 SW 8th St, Suite D	Polk	Des Moines	50309	Off	Quarterly	Console	1

400 SW 8th St, Suite H	Polk	Des Moines	50309	On	As Needed	65 Gal, 95 Gal	5, 2
400 SW 8th St, Suite Q	Polk	Des Moines	50309	On	Every 2 Weeks	65 Gal	1
401 E Court Ave, Suite 150	Polk	Des Moines	50309	Off	Monthly	65 Gal	1
475 SW 5th St	Polk	Des Moines	50309	Off	Monthly	65 Gal	5
501 E 12th St	Polk	Des Moines	50319	Off	Every 8 weeks	65 Gal	5
502 E 9th St	Polk	Des Moines	50319	On	Semi-Annual	65 Gal	12
502 E 9th St	Polk	Des Moines	50319	Off	Quarterly	65 Gal	9
502 E 9th St	Polk	Des Moines	50319	Off	Quarterly	65 Gal	2
505 5th Ave	Polk	Des Moines	50309	Off	Monthly	65 Gal	2
505 5th Ave	Polk	Des Moines	50309	Off	Monthly	65 Gal	1
510 E 12th St	Polk	Des Moines	50319	Off	Semi-Annual	65 Gal	15
510 E 12th St	Polk	Des Moines	50319	Off	Monthly	65 Gal	1
510 E 12th St	Polk	Des Moines	50319	Off	Monthly	32 Gallon	1
524 4th St	Polk	Des Moines	50309	On	Quarterly	65 Gal	8
525 SW 5th St, Suite A	Polk	Des Moines	50319	On	Weekly	65 Gal	1
525 SW 5th St, Suite H	Polk	Des Moines	50309	On	Monthly	65 Gal, 96 Gal	2, 1
535 SW 7th St	Polk	Des Moines	50309	Off	Every 2 Weeks	65 Gal	3
601 Locust St, 4th Floor	Polk	Des Moines	50309	On	Monthly	95 Gal	2
6100 NW 78th Ave	Polk	Johnston	50131	Off	As Needed	65 Gal	1
611 5TH Avenue	Polk	Des Moines	50309	On	Monthly	65-GAL	1
6200 Aurora Ave, Suite 301E	Polk	Urbandale	50322	On	Monthly	65 Gal, 96 Gal	1, 1
6200 Block of NW78th Ave	Polk	Johnston	50131	Off	Quarterly	65 Gal	6
7401 Register Dr	Polk	Des Moines	50321	On	Every 2 Weeks	65 Gal	8
7900 Hickman Rd	Polk	Windsor Heights	50324	Off	Every 8 weeks	65-Gal	3
7900 Hickman Rd, Suite 200	Polk	Windsor Heights	50324	Off	Every 8 Weeks	65 Gal	3
920 Morgan St, Suite G	Polk	Des Moines	50309	Off	As Needed	65 Gal, 95 Gal	50, 2
920 Morgan St, Suite M	Polk	Des Moines	50309	Off	Weekly	65 Gal, 95 Gal	62
1918 SE Hulsizer Rd	Polk	Ankeny	50021	On	Monthly	65 Gal	1
7105 NW 70th Ave	Polk	Johnston	50131	Off	As Needed	95 Gal	9
215 E 7th St	Polk	Des Moines	50319	Off	As Needed		
1305 E Walnut St #110	Polk	Des Moines	50319	Off	As Needed		
150 Des Moines St	Polk	Des Moines	50319	Off	Weekly	65 Gal	3
1229 South G Ave	Story	Nevada	50201	Off	Monthly	65 Gal	1
816 Wheeler St, Suite 6	Story	Ames	50010	Off	Monthly	65 Gal	1
111 Sherman Ave	Story	Ames	50010	On	Every 8 weeks	Console, 65 Gal	
1807 W 2nd Ave	Warren	Indianola	50125	On	Monthly	Console	3
6450 Corporate Dr	Polk	Johnston	50131	Off	As Needed		
<b>Region 2</b>							
121 6th Ave. S	Clinton	Clinton	52733	On	Every 2 Weeks	95 Gal	2
240 N Bluff Blvd, Suite 102	Clinton	Clinton	52732	Off	Quarterly	65 Gal	1
1000 N Roosevelt, Suite 7	Des Moines	Burlington	52601	Off	Monthly	65 Gal	1



214 N 4th	Des Moines	Burlington	52601	Off	Monthly	65-Gal	1
216 S Third St	Des Moines	Burlington	52601	Off	Monthly	65 Gal	1
409 N 4th St.	Des Moines	Burlington	52601	On	Monthly	95 Gal	2
835 Valley	Des Moines	Burlington	52601	OFF	Every 8 weeks	65-Gal	2
1805 W Jefferson	Jefferson	Fairfield	52556	Off	Monthly	65-Gal	2
1700 S 1st Ave	Johnson	Iowa City	52240	Off	Monthly	65 Gal	1
1700 South Ave, Suite 11-A	Johnson	Iowa City	52240	Off	Monthly	65 Gal	1
2501 Holiday Rd	Johnson	Coralville	52241	Off	Every 2 Months	95 Gal	1
2700 Coral Ridge Rd	Johnson	Coralville	52241	Off	Monthly	65 Gal	6
509 Kirkwood Ave	Johnson	Iowa City	52240	Off	Quarterly	95 Gal	1
725 S Clinton St, Suite A	Johnson	Iowa City	52240	Off	Monthly	65 Gal	1
406 N High St	Jones	Anamosa	52205	Off	Semi-Annual	65 Gal, 95 Gal	15, 5
1035 Ave H, Suite 1	Lee	Fort Madison	52627	On	Quarterly	65 Gal	1
1508 Morgan St	Lee	Keokuk	52632	Off	Monthly	65-Gal	1
823 Avenue G	Lee	Fort Madison	52627	Off	Monthly	65-Gal	1
1001 29th Ave SW	Linn	Cedar Rapids	52404	Off	Every 2 Months	95 Gal	1
1051 29th Ave SW	Linn	Cedar Rapids	52404	Off	Every 2 Months	95 Gal	1
2345 Blairs Ferry Rd NE	Linn	Cedar Rapids	52402	On	Monthly	65 Gal	1
3115 12th St SW	Linn	Cedar Rapids	52404	Off	Every 2 Months	95 Gal	1
411 3rd St. SE. Suite 200	Linn	Cedar Rapids	52401	On	Monthly	95 gal, Console	3, 1
425 2nd St SE, Suite 1020	Linn	Cedar Rapids	52401	Off	Monthly	65 Gal	4
4444 1st Ave NE, Suite 436	Linn	Cedar Rapids	52402	On	Monthly	95 Gal	5
901 29th Ave SW	Linn	Cedar Rapids	52404	Off	Quarterly	95 Gal	1
411 3rd Street SE, Suite 500	Linn	Cedar Rapids	52401	On	Monthly	95 Gallon	1
951 29th Ave SW	Linn	Cedar Rapids	52404	Off	Every 2 Months	95 Gal	3
332 N Harrison, Suite 100	Scott	Davenport	52801	Off	Monthly	65 Gal	2
3817 W Locust St, Suite 2	Scott	Davenport	52804	On	Every 2 Months	65 Gal	1
3911 W Locust St.	Scott	Davenport	52806	On	Monthly	95 Gal	4
902 W Kimberly Rd, Suite 51	Scott	Davenport	52806	On	Weekly	65 Gal	3
105 E Carleton	Tama	Toledo	52342	Off	Quarterly	95 Gal	1
109 S Court St	Wapello	Ottumwa	52501	Off	Monthly	65 Gal	1
127 E Main, Suite 100	Wapello	Ottumwa	52501	On	Every 4 weeks	95 Gal	3
1315 N Court St	Wapello	Ottumwa	52501	Off	Monthly	65-Gal	2
15260 Truman St	Wapello	Ottumwa	52501	On	Monthly	65 Gal	1
15260 Truman St, Suite 4	Wapello	Ottumwa	52501	Off	Monthly	65 Gal	1
245 Osage Drive	Wapello	Ottumwa	52502	Off	Monthly	65-Gal	2
<b>Region 3</b>							
229 E Park Ave	Black Hawk	Waterloo	50703	Off	Monthly	65 Gal	2
3420 University Ave, Suite D	Black Hawk	Waterloo	50701	Off	Monthly	65 Gal	1
501 Sycamore St, Suite 333	Black Hawk	Waterloo	50703	Off	Monthly	65 Gal	4
501 Sycamore St., Suite 400	Black Hawk	Waterloo	50703	On	Every 4 weeks	95 Gal	3

501 Sycamore St., Suite 500	Black Hawk	Waterloo	50703	On	Every 4 weeks	95 Gal, 65 Gal	3, 1
2277 Iowa Ave, Ward E, Rm 10	Buchanan	Independence	50644	On	Every 2 Months	65 Gal	1
103 E State St, Suite 210	Cerro Gordo	Mason City	50401	Off	Monthly	65 Gal	2
22 N Georgia Ave, Suite 13	Cerro Gordo	Mason City	50401	On	Monthly	95 Gal	1
2900 4th St SW	Cerro Gordo	Mason City	50401	On	Monthly	65 Gal	1
600 S Pierce Ave	Cerro Gordo	Mason City	50401	Off	Monthly	95 Gal	1
10 N Washington Age, Suite 110	Cerro Gordo	Mason City	50401	Off	Monthly	Console	3
22 N Georgia Ave #101	Cerro Gordo	Mason City	50402	On	As Needed		
150 John F Kennedy Rd, Suite 5	Dubuque	Dubuque	50309	On	Monthly	65 Gal	1
2600 Dodge St, Suite NW2	Dubuque	Dubuque	52003	Off	Monthly	65 Gal	1
590 Iowa St, Suite 1	Dubuque	Dubuque	52001	Off	Monthly	65 Gal	2
680 Main St, 2nd Floor	Dubuque	Dubuque	52001	Off	Monthly	65 Gal	1
960 Main St.	Dubuque	Dubuque	52001	On	Monthly	95 gal, Console	1, 1
3211 Edgington Ave	Hardin	Eldora	50672	On	Monthly	65 Gal	3
317 Washington St., Suite 2	Winneshiek	Decorah	52101	On	Every 8 Weeks	95 Gal	2
612 Winnebago St	Winneshiek	Decorah	52101	Off	Monthly	65 Gal	1
903 Commrce Dr, Suite E	Winneshiek	Decorah	52101	Off	Monthly	Console	1

#### Region 4

822 Flindt Dr	Buena Vista	Storm Lake	50588	On	Monthly	65 Gal	1
1251 W Cedar Loop, Suite 1	Cherokee	Cherokee	51012	On	Monthly	65 Gal	1
20 W 6th St, Suite 200	Clay	Spencer	51301	On	Monthly	95 Gal	1
217 W 5th St	Clay	Spencer	51301	On	Monthly	65 Gal	1
1022 3rd Ave, Suite 2	Sioux	Sheldon	51301	Off	Monthly	65 Gal	1
1550 L St	Webster	Fort Dodge	50501	On	Every 6 Weeks	65 Gal	3
330 1st Ave N	Webster	Fort Dodge	50501	On	Monthly	Console	2
311 1st Ave S	Webster	Fort Dodge	50501	Off	Monthly	Console	4
2508 4th St	Woodbury	Sioux City	51101	Off	As Needed	65 Gal	1
2508 E 4th St	Woodbury	Sioux City	51101	Off	Monthly	65 Gal	1
507 7th St, Suite 300	Woodbury	Sioux City	51101	Off	Monthly	65 Gal	2
507 7th St, Suite 500	Woodbury	Sioux City	51101	Off	Monthly	65 Gal	3
520 Nebraska St, Suite 218	Woodbury	Sioux City	51101	On	Monthly	95 Gal	2
600 4th St, Suite 232	Woodbury	Sioux City	51101	On	Quarterly	65 Gal	1
600 4th St., Suite 770	Woodbury	Sioux City	51101	On	Monthly	95 Gal, 65 Gal	3, 1

#### Region 5

625 N West St	Carroll	Carroll	51401	On	Monthly	95 Gal	1
1005 E 7th St, Suite 201	Cass	Atlantic	50022	Off	Monthly	65 Gal	1
219 N 16th St	Page	Clarinda	51401	Off	Monthly	Console	1
1102 9th Ave	Pottawattamie	Council Bluffs	51501	On	As Needed	65 Gal	1
300 W Broadway, Suite 125	Pottawattamie	Council Bluffs	51503	Off	Monthly	65 Gal	10
300 W Broadway, Suite 32	Pottawattamie	Council Bluffs	51503	On	Monthly	95 Gal	1

300 W Broadway, Suite 33	Pottawattamie	Council Bluffs	51503	Off	Monthly	65 Gal	1
300 W Broadway, Suite 8	Pottawattamie	Council Bluffs	51503	On	Monthly	65 Gal	1
300 West Broadway, Suite 201	Pottawattamie	Council Bluffs	51503	On	As Needed	65 Gal	1
801 South 10th St	Pottawattamie	Council Bluffs	51501	On	Monthly	65 Gal	1
900 9th Ave	Pottawattamie	Council Bluffs	51501	On	As Needed	65 Gal	1
1103 S Sumner	Union	Creston	50801	On	Monthly	Console	2
1501 W Townline St	Union	Creston	50801	Off	Monthly	65 Gal	1

**Attachment #7**  
**IRS Publication 1075 Additional Information**

**7.1 Destruction Methods**

Burning – The material must be burned in an incinerator that produces enough heat to burn the entire bundle, or the bundle must be separated to ensure that all pages are incinerated.

Shredding – Destroy paper using cross cut shredders which produce particles that are .04 inches by .02 inches in size, or smaller, or pulverize/disintegrate paper materials using disintegrator devices equipped with a 3/32 inch security screen.

**7.2 Performance**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- 7.2.1 All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- 7.2.2 The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- 7.2.3 Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- 7.2.4 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- 7.2.5 No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- 7.2.6 The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- 7.2.7 The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

**7.3 Criminal/Civil Sanctions**

- 7.3.1 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon

conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee Publication 1075 (September 2016) Page 142 Safeguarding Contract Language Exhibit 7 that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- 7.3.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 7.3.3 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- 7.3.4 Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and Publication 1075 (September 2016) Page 143 Safeguarding Contract Language Exhibit 7

annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10 ) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

#### **7.4 Inspection**

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

**Attachment #8**  
**Iowa Department of Revenue**  
**Confidential Information Requirements for Contractors**  
**\*ONLY NECESSARY FOR REGIONS 1 & 2\***

**8.1 Access to Confidential Data**

The contractor's employees, agents, and subcontractors may have access to confidential data maintained by the Iowa Department of Revenue (hereafter referred to as 'IDR' or 'the Department') to the extent necessary to carry out its responsibilities under the Contract. The contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the Department.

**8.2 Performance**

In performance of the Contract, the contractor agrees to comply with and assume responsibility for compliance by its employees, agents, or subcontractors with the following requirements:

- 8.2.1 All work will be done under the supervision of the contractor or the contractor's employees. The contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the contractor in connection with the performance of its duties under the Contract.

The contractor shall provide adequate supervision and training to its employees, agents, or subcontractors to ensure compliance with the terms of the Contract. Annual training shall include, but is not limited to, the IRS video "Protecting Tax Information".

The contractor shall provide acceptance by its employees, agents, or subcontractors, by signature, of the terms of federal and state confidentiality disclosure (see Exhibit 1 Acknowledgment of Statements of Confidentiality).

The contractor shall provide to the Department a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats.

The contractor will maintain a list of employees, agents, or subcontractors with authorized access to the Department's data. Such list will be provided to IDR and, when federal tax information (FTI) is involved, to the Internal Revenue Service (IRS) reviewing office upon request.

The contractor and the contractor's employees, agents, and subcontractors with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

No work furnished under this Contract will be subcontracted without prior written approval from the Department. If written approval is received, all subcontractors and subcontractor's employees shall be held to the same standards as the contractor and the contractor's employees, including, but not limited to, annual training and acceptance of confidentiality disclosure.

No data can be accessed by contractor, or contractor's employees, agents, and subcontractors located offshore or via any information systems located off-shore.

The contractor will complete a security risk assessment questionnaire annually, as part of a certification process with the Department.

- 8.2.2 Any tax information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of its duties under this Contract. Inspection by or disclosure to anyone other than an authorized officer, employee, agent or subcontractor of the contractor is prohibited.
- 8.2.3 All tax information will be accounted for upon receipt and properly safeguarded in accordance with security requirements set forth in this Contract before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- 8.2.4 Upon completion of duties under this Contract or the specific direction of IDR, the contractor will certify that the data processed and any output generated during the performance of duties under this Contract will be completely purged from all data storage components, including, but not limited to data center facility, laptops, computers and other storage devices. If immediate purging of all data storage components is not possible, the contractor will certify that any tax information remaining in any storage component will be safeguarded to prevent unauthorized disclosures until it has been purged. Once all data processed and output generated has been completely purged, the contractor shall submit a signed certification to the Department to that effect.
- 8.2.5 Any spoilage or intermediate hardcopy output that may result during the processing of tax information will be given to the Department. When this is not possible, the contractor will be responsible for the destruction of the spoilage or intermediate hard copy printouts, and will provide the Department with a statement containing the date of destruction, description of material destroyed, and the method used. Destruction method must meet specifications as defined in IRS Publication 1075 Section 8.3.
- 8.2.6 The contractor will ensure that all computer systems processing, storing, or transmitting tax information meets the computer system security requirements defined in IRS Publication 1075 Section 9.1. The security features of the computer systems must meet all functional and assurance requirements for the managerial, operational, and technical security controls. All security features must be available and activated to protect against unauthorized use of and access to tax information.
- 8.2.7 The use of personally owned computers for accessing IDR information is strictly prohibited.
- 8.2.8 Any data supplied by IDR to the contractor or contractor's employees, agents, or subcontractors or created by the contractor or contractor's employees, agents, or subcontractors in the course of the performance of its duties under this Contract shall be



considered the property of IDR. No confidential information collected, maintained, or used in the course of performance of the Contract shall be disseminated by the contractor or contractor's employees, agents, or subcontractors except as authorized by law and only with the prior written consent of the Department, either during the period of the Contract or thereafter. The contractor may be liable for an unauthorized disclosure if it fails to comply with federal and state confidential safeguard requirements.

- 8.2.9 In the event that a subpoena or other legal process is served upon the contractor for records containing confidential information, the contractor shall promptly notify IDR and cooperate with the Department in any lawful effort to protect the confidential information.
- 8.2.10 The contractor shall immediately report to IDR any unauthorized disclosure or security breach of confidential information. These include, but are not limited to: (i) Unauthorized access or disclosure of confidential information; (ii) Illegal technology transfer; (iii) Sabotage, destruction, theft, or loss of confidential information or the information systems, and (iv) Compromise or denial of confidential information or information systems.
- 8.2.11 IDR and the IRS, with 24 hour notice, shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS's right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. An inspection questionnaire may be used in lieu of an on-site visit at the discretion of the IRS. On the basis of such inspection, specific actions may be required of the contractor in cases where the contractor is found to be noncompliant with Contract safeguards.
- 8.2.12 If the Department is required to notify taxpayers of a security or confidentiality breach caused by the contractor, the Department is entitled to reimbursement of such costs related to this notification from the contractor (see Iowa Code § 715C.2).
- 8.2.13 If the contractor fails to provide the safeguards described above, IDR will have the right to void the Contract immediately.
- 8.2.14 The contractor's confidentiality obligations under this section shall survive the termination of this Contract.
- 8.2.15 Any disclosure of federal tax information shall be subject to penalties prescribed by IRC §§ 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1. Any disclosure of state tax information as governed by the Iowa Code Ann., §§ 422.20, 422.72, and 452A.63, shall be subject to penalties prescribed therein.

### **8.3 Criminal/Civil Sanctions**

- 8.3.1 Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing that returns or return information disclosed to such

officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Each officer and employee shall be further notified that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC §§7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- 8.3.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Agreement. Inspection by any unauthorized person constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Each such officer and employee shall be notified that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC §§ 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 8.3.3 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- 8.3.4 Granting a contractor access to FTI must be preceded by certifying that each individual understands IDR's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in IDR's files for review. As part of the certification and at least annually afterwards, the contractor shall be advised of the provisions of IRC §§7213, 7213A, and 7431. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches (See Publication 1075 Section 10). For both the initial certification and the annual certification, the contractor's employees, agents, and

subcontractors shall sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

# Acknowledgment of Statement of Confidentiality

## Release of Confidential Internal Revenue Service (IRS) Information

Pursuant to the agreement between the State of Iowa and the IRS, I realize that information provided the Iowa Department of Revenue by the Department of Treasury is confidential in nature. I am also aware that the following is punishable:

- 1) The willful inspection (browsing) of information without authorization, or
- 2) The willful release of such information to persons other than that intended by Iowa Department of Revenue policy and procedures.

A person committing an offense of willful inspection without authorization of federal information against the provisions of Section 7213 A of the Internal Revenue Code shall be guilty of a federal misdemeanor and, upon conviction thereof, shall be fined not more than \$1,000 or imprisoned not more than one year, or both, together with the cost of prosecution.

A person committing an offense of unauthorized disclosure of federal information against the provisions of Sections 6103 and 7213(a) of the Internal Revenue Code shall be guilty of a felony and, upon conviction thereof, shall be fined not more than \$5,000 or imprisoned not more than five years, or both, together with the cost of prosecution. In addition, a person may be subject to civil action by the taxpayer for unlawful inspection or disclosure pursuant to section 7431 of the Internal Revenue Code.

---

Employee's Initials

## Release of Confidential Iowa Department of Revenue Information

Pursuant to the Code of Iowa, I understand the willful release of confidential information in a manner inconsistent with Iowa law is punishable as set forth below. I also understand that the willful inspection (browsing) of tax records is a violation of Iowa law. A person committing an offense against the above provisions shall be guilty of a serious misdemeanor and, upon conviction thereof, shall be fined up to \$1,000 and/or imprisoned up to one year. In addition, that person will be discharged from employment and may face the potential of personal liability in a lawsuit brought by the affected taxpayer.

---

Employee's Initials

**My understanding of these obligations is acknowledged by my initials above and my signature here.**

---

Print Name

---

Signature

---

Date

---

IDR Division / Company Name

**Iowa Department of Human Services**  
**Business Associate Agreement**  
**\*NECESSARY FOR ALL REGIONS\***

THIS Business Associate Agreement (“BAA”) supplements and is made a part of the Contract (hereinafter, the “Underlying Agreement”) between the Iowa Department of Human Services (the “Agency”) and the Contractor (the “Business Associate”).

**1. Purpose**

The Business Associate performs certain services on behalf of or for the Agency pursuant to the Underlying Agreement that may include the exchange of information that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended, and the HIPAA Rules (collectively “HIPAA”). The parties to the Underlying Agreement are entering into this BAA to establish the responsibilities of both parties regarding Protected Health Information and to bring the Underlying Agreement into compliance with HIPAA.

**2. Definitions**

The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Designated Record Set, Disclose, Disclosure, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- a. **“Business Associate”** shall generally have the same meaning as the term “Business Associate” at 45 C.F.R. § 160.103, and in reference to the party to this BAA, shall mean the Contractor.
- b. **“Covered Entity”** shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this BAA shall mean the portions of the Agency, which is a “hybrid” entity under HIPAA, that fall under the purview of HIPAA.
- c. **“HIPAA Rules”** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

**3. Obligations and Activities of Business Associate**

The Business Associate agrees to:

- a. Not Use or Disclose Protected Health Information other than as permitted or required by this BAA or as Required By Law;
- b. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this BAA;
- c. Report to the Covered Entity any Use or Disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 C.F.R. § 164.410, and any security incident of which it becomes aware in accordance with subsection 7, below;
- d. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

- e. Make available Protected Health Information in a Designated Record Set to the Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. §164.524;
- f. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. §164.526, or take other measures as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.526;
- g. Maintain and promptly make available, as directed by the Covered Entity, the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.528;
- h. Immediately (i.e., within 72 hours) forward any request that the Business Associate receives directly from an Individual who (1) seeks access to Protected Health Information held by the Business Associate pursuant to this BAA, (2) requests amendment of Protected Health Information held by the Business Associate pursuant to this BAA, or (3) requests an accounting of Disclosures, so that the Covered Entity can coordinate the response;
- i. To the extent the Business Associate is to carry out one or more of the Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- j. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

**4. Permitted Uses and Disclosures by the Business Associate.**

- a. The Business Associate may Use or Disclose Protected Health Information received in relation to the Underlying Agreement as necessary to perform the services set forth in the Underlying Agreement.
- b. The Business Associate is not authorized to de-identify Protected Health Information in accordance with 45 C.F.R. § 164.514(a)-(c) unless expressly authorized to do so in writing by the Covered Entity's Security and Privacy Officer.
- c. The Business Associate agrees to make Uses and Disclosures and Requests for Protected Health Information consistent with the Covered Entity's Minimum Necessary policies and procedures.
- d. The Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity.
- e. The Business Associate may Use or Disclose the Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to who the information is Disclosed that the information will remain confidential and used or further Disclosed only as Required By Law or for the purposes for which it was Disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been Breached.

**5. Obligations of the Covered Entity**

- a. The Covered Entity will notify the Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect the Business Associate's Use or Disclosure of Protected Health Information.

- b. The Covered Entity will notify the Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her Protected Health Information, to the extent that such changes may affect the Business Associate's Use or Disclosure of Protected Health Information.
- c. The Covered Entity shall notify the Business Associate of any restriction on the Use or Disclosure of Protected Health Information that the Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect the Business Associate's Use or Disclosure of Protected Health Information.

**6. Permissible Requests by the Covered Entity**

The Covered Entity shall not request the Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity.

**7. Breach Notification Obligations of the Business Associate**

In the event that the Business Associate discovers a Breach of Unsecured Protected Health Information, the Business Associate agrees to take the following measures immediately (i.e., within 72 hours) after the Business Associate first discovers the incident:

- a. To notify the Covered Entity of any Breach. Such notice by the Business Associate shall be provided without unreasonable delay, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of this BAA, the Business Associate is deemed to have discovered the Breach as of the first day on which such Breach is known to the Business Associate or by exercising reasonable diligence, would have been known to the Business Associate, including any person, other than the Individual committing the Breach, that is a workforce member or agent of the Business Associate;
- b. To include to the extent possible the identification of the Individuals whose Unsecured Protected Health Information has been, or is reasonably believed to have been, the subject of a Breach;
- c. To complete and submit the DHS Incident Report form located on the Agency's website at <https://dhs.iowa.gov/hipaa/baa>; and
- d. To draft a letter for the Covered Entity to utilize to notify the Individuals that their Unsecured Protected Health Information has been, or is reasonably believed to have been, the subject of a Breach. The draft letter must include, to the extent possible:
  - i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
  - ii. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as full name, Social Security Number, date of birth, home address, account number, disability code, or other types of information that were involved);
  - iii. Any steps the Individuals should take to protect themselves from potential harm resulting from the Breach;
  - iv. A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate harm, and to protect against any further Breaches; and
  - v. Contact procedures for Individuals to ask questions or learn additional information, which shall include Covered Entity contact information, including a toll-free telephone number, an e-mail address, web site, or postal address.

## **8. BAA Administration**

### **a. Term and Termination**

This BAA is effective on the date of its incorporation into the Underlying Agreement. The Covered Entity may terminate this BAA for cause if the Covered Entity determines that the Business Associate or any of its Subcontractors or agents has breached a material term of this BAA. The Covered Entity will provide written notice to the Business Associate requesting that the Business Associate remedy the breach within the time frame provided in the notice. The remedy time frame provided the Business Associate will be consistent with the severity of the breach. The Covered Entity reserves the right to terminate the BAA without notice in the event that the Covered Entity determines, in its sole discretion, that notice is either infeasible or inappropriate under the circumstances. Expiration or termination of either the Underlying Agreement or this BAA shall constitute expiration or termination of the corresponding agreement.

### **b. Obligation to Return PHI, Destroy PHI, or Extend Protections to Retained PHI**

Upon expiration or termination of this BAA for any reason, the Business Associate shall return to the Covered Entity or destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by the Business Associate on behalf of the Covered Entity, that the Business Associate still maintains in any form. Return or destruction of Protected Health Information shall take place in accordance with the requirements for such return or destruction as set forth in the Underlying Agreement or as otherwise directed by the Covered Entity. The Business Associate shall retain no copies of the Protected Health Information unless such return or destruction is not feasible. If return or destruction of the Protected Health Information is not feasible, upon expiration or termination of this BAA, the Business Associate shall:

- i. Retain only that Protected Health Information that is necessary for the Business Associate to continue its proper management and administration or to carry out its legal responsibilities to the extent Required By Law;
- ii. Return to the Covered Entity or destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
- iii. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Protected Health Information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this Section, for as long as the Business Associate retains the Protected Health Information;
- iv. Not Use or Disclose the Protected Health Information retained by the Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out in subsection 4(e) above under "Permitted Uses and Disclosures by the Business Associate" which applied prior to termination; and
- v. Return to the Covered Entity or destroy the Protected Health Information retained by the Business Associate when it is no longer needed by the Business Associate for its proper management and administration or to carry out its legal responsibilities.



c. **Compliance with Confidentiality Laws**

The Business Associate acknowledges that it must comply with all applicable laws that may protect the Protected Health Information or other patient information received and will comply with all such laws, which include but are not limited to the following:

- i. Medicaid applicants and recipients: 42 U.S.C. § 1396a(a)(7); 42 C.F.R. §§431.300 - .307; Iowa Code § 217.30;
- ii. Mental health treatment: Iowa Code chapters 228, 229;
- iii. HIV/AIDS diagnosis and treatment: Iowa Code § 141A.9;
- iv. Substance abuse treatment: 42 U.S.C. § 290dd-2; 42 C.F.R. part 2; Iowa Code §§ 125.37, 125.93.v.Consumer personal information: Iowa Code ch. 715C.

d. **Financial Obligations for Breach Notification**

- i. To the extent that the Business Associate is a governmental agency subject to the provisions of Iowa Code § 679A.19, any dispute between the Contractor and the Agency, including but not limited to the incursion of any costs, liabilities, damages, or penalties related to the Business Associate's breach of this BAA, shall be submitted to a board of arbitration in accordance with Iowa Code §679A.19.
- ii. To the extent that the Business Associate is not subject to the provisions of Iowa Code § 679A.19, the Business Associate shall defend, indemnify, and hold harmless the Covered Entity from costs, liabilities, damages, or penalties incurred as a result the Business Associate or any Subcontractor's breach of this BAA, the Underlying Agreement, or conduct of the Business Associate or the Business Associate's Subcontractor that is not in compliance with 45 C.F.R. Part 164,subpart E. Such liability shall not attach to disclosures made at the express written direction of the Covered Entity.
- iii. The Business Associate's obligations under this subsection 8(d) are not limited to third-party claims but shall also apply to claims by the Covered Entity against the Business Associate.

e. **Amendment**

The Covered Entity may amend the BAA from time to time by posting an updated version of the BAA on the Agency's website at: <https://dhs.iowa.gov/hipaa/baa>, and providing the Business Associate electronic notice of the amended BAA. The Business Associate shall be deemed to have accepted the amendment unless the Business Associate notifies the Covered Entity of its non-acceptance in accordance with the Notice provisions of the Contract within 30 days of the Covered Entity's notice referenced herein. Any agreed alteration of the then current Covered Entity BAA shall have no force or effect until the agreed alteration is reduced to a Contract amendment and signed by the Contractor, Agency Director, and the Agency Security and Privacy Officer.

f. **Survival**

All obligations of the Agency and the Business Associate incurred or existing under this BAA as of the date of expiration or termination will survive the expiration or termination of this BAA.

g. **No Third Party Beneficiaries**

There are no third party beneficiaries to this BAA between the parties. The Underlying Agreement and this BAA are intended to only benefit the parties to the BAA.

h. **Miscellaneous**

i. Regulatory References

A reference in this BAA to a section in the HIPAA Rules means the section as it may be amended from time to time.

ii. Interpretation

Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.

iii. Applicable Law

Except to the extent preempted by federal law, this BAA shall be governed by and construed in accordance with the same internal laws as that of the Underlying Agreement.

## **Attachment #9**

### **Confidentiality Acknowledgements**

The Contractor shall acknowledge by signature, acceptance by its employees, agents, or subcontractors of the terms of federal and state confidentiality disclosure provisions in Internal Revenue Service Confidential Information Safeguarding Provisions, Confidential Information Safeguarding Provisions and Acknowledgement of Statement of Confidentiality.

### **Internal Revenue Service Confidential Information Safeguarding Provisions**

#### **I. PERFORMANCE**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (8) (Include any additional safeguards that may be appropriate.)

#### **II. CRIMINAL/CIVIL SANCTIONS**

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee

that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information

contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10 ) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **III. INSPECTION**

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

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

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

**Prohibitions against the Use and Disclosure of Confidential Information.** The Contractor shall not use, handle, transmit, store, or destroy the Confidential Information of applicants or recipients of child support enforcement services in a manner or for any purpose, except as allowed by the provisions of the Contract. The Contractor shall safeguard the confidentiality of Confidential Information concerning applicants or recipients of child support enforcement services according to 5 U.S.C. § 552a; 26 U.S.C. § 6103; 42 U.S.C. §§ 654 and 654a; Iowa Code § 252B.9; Iowa Code Chapter 715C; 45 CFR Parts 303.21 and 307.13; and other applicable federal and state laws.

**Internal Revenue Service Data.** The Contractor shall adhere to the safeguarding provisions of *Internal Revenue Service Publication 1075*. **Exhibit F** contains a summary of the Contractor’s Confidential Information safeguarding requirements and penalties pertaining to Internal Revenue Service information.

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

- Federal Tax Information .....24 hours
- Social Security Information .....1 hour
- Federal Parent Locator Service .....1 hour
- All other Confidential Information .....3 Business Days

**Sanctions.** State and federal statutes carry criminal penalty or civil liability for confidentiality violation. For example, see Iowa Code § 252B.10; 5 U.S.C. § 552a; 42 U.S.C. §§ 653(l)(2) and 654a(d)(5); and 26 U.S.C. §§ 7213A and 7431. The Contractor may not use the Confidential Information for commercial or political purposes or re-disclose the Confidential Information without the express, written consent of the Bureau. The Contractor may be held civilly or criminally liable for misuse of the Confidential Information.

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

### **Acknowledgement of Statement of Confidentiality**

I understand all information received under this contract is confidential unless otherwise designated by the Agency. I further understand I am bound by state and federal confidentiality law that prohibits disclosure of state and federal data and program information. For example, see Iowa Code section 252B.9 and 252B.9A. Some of these statutes carry criminal penalty or civil liability for statute violation. For example, see Iowa Code section 252B.10, 42 U.S.C. §653(l)(2) and 654a(d)(5), and 5 U.S.C. § 552a.

I realize that information provided to the Department of Human Services by the Internal Revenue Service is confidential in nature. I am also aware the following is punishable:

- 1) The willful inspection (browsing) of information without authorization, or
- 2) The willful release of such information to persons other than that intended by the Iowa Department of Human Services policy and procedures.

I understand unauthorized inspection of federal tax information to anyone against the provisions of Section 7213A and 7431 of the Internal Revenue Code is a criminal misdemeanor punishable, upon conviction, by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. I further understand that any such unauthorized inspection I am found to be responsible for may also result in a money judgment against me in an amount equal to the sum of the greater of \$1,000 for each unauthorized inspection or the amount of the actual damages to the taxpayer.

I understand unauthorized willful disclosure of federal tax information to anyone against the provisions of Section 7213 and 7431 of the Internal Revenue Code is a felony punishable if convicted by a fine up to \$5,000 or imprisonment up to five (5) years, or both, plus the cost of prosecution. I further understand that any such unauthorized future disclosure of federal tax information may also result in a money judgment against me in an amount not less than \$1,000 for each unauthorized disclosure.

I also understand that under 5 U.S.C. § 552a, The Privacy Act of 1974, willful disclosure of SSA information can result in a misdemeanor and a fine not to exceed \$5,000. Willful maintenance of a system of records can result in a misdemeanor and fine not to exceed \$5,000. Willfully and knowingly requesting or obtaining records under false pretenses can result in a misdemeanor and fine not to exceed \$5,000.

I have read and understand this Acknowledgement of Statement of Confidentiality Information and have had an opportunity to ask my supervisor questions about this information.

Printed Name	Company Name
Signature	Date

July 2019