



REQUEST FOR PROPOSAL (RFP)

More Options for Maternal Support (MOMS) Program Administrative Services FWBP-EIS-24-116

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RFP Purpose.

The purpose of this Request for Proposals (RFP) is to solicit Proposals from qualified Bidders who will assume the role of Program Administrator for the More Options for Maternal Support (MOMS) Program. Pursuant to Iowa Code § 217.41C, this entity shall deliver statewide administrative support services to procure, maintain, and successfully manage a statewide network of MOMS Program Grantees in accordance with performance measures defined in this RFP, and provide other Deliverables defined in this RFP. The successful Bidder shall, in coordination with the Agency, implement and maintain a procurement process to pass through funding to Grantees statewide that will implement services that align with the MOMS Program Goals. This may include collaborating with the Agency in determining reimbursement rates for Pregnancy Support Services pursuant to [Iowa Code § 217.41C](#).

Duration of Contract.

The Agency anticipates executing a contract that will have an initial two (2)-year contract term with the ability to extend the contract for four (4) additional one (1)-year terms. The Agency will have the sole discretion to extend the contract.

Bidder Eligibility Requirements.

Per Iowa Code § 217.41C (Attachment L), the Agency will only accept Bid Proposals from entities that:

- a. Are identified as a nonprofit entity incorporated in this state with a tax-exempt status pursuant to section 501(c)(3) of the Internal Revenue Code.
- b. Have systems and processes in place that have been used for at least three (3) years to successfully manage a statewide network of subcontractors providing pregnancy support services.
- c. Submitted a signed Bidder Attestation Form (Attachment H) confirming a commitment to promoting healthy pregnancies and childbirth instead of abortion as a fundamental part of the program administrator's mission.

Funding.

The amount for a Contract to provide statewide administrative support for the More Options for Maternal Support (MOMS) Program, awarded as a result of this RFP, shall not exceed \$245,000 in any single Contract Year including Administrative Costs and incentive payments earned, contingent on available funding from the State of Iowa. The Contractor will receive additional MOMS Program funds to be passed through to Grantees for direct service provision pursuant to Iowa Code § 217.41C. MOMS Pregnancy Support Services Provider (MOMS Provider) funds awarded to Grantees are estimated to be as much as \$1 million annually and are separate from the administrative support funding budget.

Procurement Timetable

There are no exceptions to any deadlines for the Bidder; however, the Agency reserves the right to change the dates. Times provided are in Central Time.

| Event | Date |
|---|---------------------------------------|
| Agency Issues RFP Notice to Targeted Small Business Website (48 hours): | July 28, 2023 |
| Agency Issues RFP to Bid Opportunities Website | August 2, 2023 |
| Bidder Letter of Intent to Bid Due By | August 14, 2023 1:00 p.m. |
| Bidder Written Questions Due By | August 14, 2023 1:00 p.m. |
| Bidders' Conference Will Be Held on the Following Date and Time | August 16, 2023 10:00 a.m. |
| Agency Responses to Questions Issued By | August 21, 2023 |
| Bidder Proposals and any Amendments to Proposals Due By | October 6, 2023 1:00 p.m. |

More Options for Maternal Support (MOMS) Program Administrative Services

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| Agency Announces Apparent Successful Bidder/Notice of Intent to Award | November 11, 2023 |
| Contract Negotiations and Execution of the Contract Completed | November 29, 2023 |
| Anticipated Start Date for the Provision of Services | December 13, 2023 |

Section 1 Background and Scope of Work

1.1 Background.

In 2022, the Iowa General Assembly passed House File 578 that established the More Options for Maternal Support (MOMS) Program within the Iowa Department of Health and Human Services (HHS). The MOMS Program is designed to empower women and protect Children, promote strong and healthy families, and increase compassionate care to improve pregnancy outcomes and Child health and development. Specifically, the MOMS Program will support efforts to:

- Provide personalized and confidential support for women so they can make informed life choices for themselves and their Children, based on their needs and situation, regarding their decision to parent or place their baby for adoption;
- Ensure access to quality prenatal and postpartum care and supporting women to practice sound health-related behaviors throughout their pregnancies and after delivery so their Children can thrive;
- Connect Expectant Parents to education and support services so they are better equipped to provide loving, responsible, and competent care for their Children;
- Improve family economic self-sufficiency by linking parents to Housing, childcare, Nutrition Services, education, and Employment Assistance;
- Engage and mobilize community-based, social service providers to increase the scale and effectiveness of Pregnancy Support Services; and
- Streamline and leverage current resources and programming to promote the best possible outcomes for women and their families.

Connecting pregnant women and new mothers to essential Pregnancy Support Services improves pregnancy outcomes, family stability, and self-sufficiency. In Iowa, many nonprofit organizations serve a vital role in providing essential Pregnancy Support Services. Each year, thousands of women and men, including Expectant Parents facing difficult circumstances, access no-cost, community-based professional care and services, and practical, tangible support through these organizations. Supports typically include pregnancy options Counseling; Parenting Education; Material Items; Referrals for Medical Care and linkages to community and public health resources; and medical care (i.e., pregnancy testing; limited obstetric ultrasounds, and sexually transmitted infections (STI) testing and treatment).

1.1.1 The More Options for Maternal Support Program (MOMS Program) Overview

The Iowa Department of Health and Human Services (HHS) administers the MOMS Program as authorized through the [2022 Iowa Acts Chapter 1131](#) (See Annex L). Iowa Code § 217.41C specifically states:

217.41C More options for maternal support program.

- 1. a. The department of human services shall create the more options for maternal support program, a statewide program to promote healthy pregnancies and childbirth through nonprofit organizations that provide pregnancy support services.*
- b. The more options for maternal support program is designed to do all the following:*
 - (1) Provide an approach and personalized support to pregnant women to provide stabilization to families.*
 - (2) Promote improved pregnancy outcomes, including reducing abortions, by helping women practice sound health-related behaviors and improve prenatal nutrition.*
 - (3) Improve child health and development by helping parents provide responsible and competent care for their children.*
 - (4) Improve family economic self-sufficiency by linking parents to services that address individual economic and social needs.*
- c. For the purposes of this section, “pregnancy support services” means those nonmedical services that promote childbirth by providing information, counseling, and support services that assist*

- pregnant women or women who believe they may be pregnant to choose childbirth and to make informed decisions regarding the choice of adoption or parenting with respect to their children.*
2. *The program may provide and support all the following pregnancy support services:*
 - a. *Nutritional services and education.*
 - b. *Housing, education, and employment assistance during pregnancy and up to one year following a birth.*
 - c. *Adoption education, planning, and services.*
 - d. *Child care assistance if necessary for a pregnant woman to receive pregnancy support services.*
 - e. *Parenting education and support services for up to one year following a child's birth.*
 - f. *Material items which are supportive of pregnancy and childbirth including but not limited to cribs, car seats, clothing, diapers, formula, or other safety devices.*
 - g. *Information regarding health care benefits, including but not limited to available Medicaid coverage for pregnancy care and health care coverage for a child following birth.*
 - h. *A call center for information or to schedule appointments.*
 - i. *Medical information and referrals for medical care, including but not limited to pregnancy tests, other health screenings, ultrasound services, prenatal care, and birth classes and planning.*
 - j. *Counseling, mentoring, educational information, and classes relating to pregnancy, parenting, adoption, life skills, and employment readiness.*

1.1.2 Agency Goals

Given the MOMS Program Goals and legislative mandate, the Agency is placing an emphasis on related goals with the MOMS Program, including:

- Promoting standards of care and competencies in the provision of Pregnancy Support Services;
- Expanding statewide coverage of Pregnancy Support Services tailored to the diverse needs of local communities and populations;
- Increasing public awareness, access, and use of Pregnancy Support Services;
- Building stronger community collaboration and coordination through shared learning and relationships with other programs providing services related to MOMS Program Goals; and
- Implementing Continuous Quality Improvement (CQI) measures and activities to regularly incorporate evaluation findings into practice.

1.1.3 The MOMS Program Administrator

Pursuant to Iowa Code § 217.41C, the successful Bidder of this RFP (Contractor) shall assume the role of Program Administrator for the MOMS Program (Program Administrator). The Program Administrator shall deliver statewide administrative support services to procure, maintain, and successfully manage a statewide network of MOMS Program Grantees in accordance with performance measures defined in this RFP. This includes managing a procurement process necessary for maintaining and growing a statewide network to provide common Pregnancy Support Services' components necessary for personalized, confidential, and comprehensive support to empower women and protect Children, promote strong and healthy families, and increase compassionate care to improve pregnancy outcomes and Child health and development.

The Program Administrator shall demonstrate active leadership in building statewide collaboration and coordination efforts with MOMS Program Grantees, other Pregnancy Support Services providers, and relevant state-funded partners to advance MOMS Program Goals.

1.2 RFP General Definitions.

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

“Agency” means the Iowa Department of Health and Human Services.

“Business Day” means any day other than a Saturday, Sunday, or State holiday as specified by Iowa Code § 1C.2.

“Invoice” means a Contractor’s claim for payment. At the Agency’s discretion, claims may be submitted on an original invoice from the Contractor or may be submitted on a claim form accepted by the Agency, such as a General Accounting Expenditure (GAX) form.

“Request for Proposal” or **“RFP”** means a formal Request for Proposal that involves the state Agency soliciting bids to purchase services through a competitive process.

Definitions Specific to this RFP.

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

“Administrative Costs” means those costs and fees that may include, but are not limited to, those that have been incurred for common or joint purposes or objectives, benefitting more than one cost objective, and/or cannot be readily identified with a particular final cost objective. For the purposes of this RFP, examples of Administrative Costs shall include general administration and general expenses such as accounting, salaries and benefits, expenses of executive officers, personnel administration, supplies, costs of operating and maintaining the facility, rent and lease payments, utilities, data collection and data processing costs, printing, communications equipment and services, and other costs necessary to support the delivery of services.

“Adoption Education, Planning, and Services” means reasonable expenses to support Expectant Parents to make voluntary, informed decisions to continue a pregnancy to term and place the Child for adoption, including referrals for adoption to nonprofit organizations. Direct adoption services or services to provide or assist a woman to obtain adoption services from an unlicensed provider of adoption services are not included.

“Agency Contract Manager” means the Agency staff person assigned to monitor and manage the contract that results from this solicitation.

“Applicant” means a nonprofit organization that submits an Application in response to the MOMS Pregnancy Support Services Provider (MOMS Provider) Opportunity.

“Application” means an Application submitted in response to the MOMS Provider Opportunity.

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

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

“Call Center” means a Call Center operated by an individual MOMS Program Grantee, including options for texts, video, emails, and chats, to schedule appointments and provide information, make referrals, or provide Counseling in a timely manner. It also includes expenses related to enhancing awareness for the Call Center and technology to support the Call Center. These might include additional telephone and computer equipment for operation of the Call Center.

“Child” means any person under the age of six years, including an unborn Child, meaning an individual organism of the species homo sapiens from fertilization to live birth.

“Client” means any adult, Child, or family who benefits or participates in any Project funded under the MOMS Program.

“Comprehensive Assessment” or **“Assessment”** means a systematic process for determining and addressing needs, or gaps between current conditions and desired conditions or wants. The discrepancy between the current condition and wanted condition must be measured to appropriately identify the need.

“Continuous Quality Improvement (CQI)” means the complete process of identifying, describing, and analyzing strengths and problems and then testing, implementing, learning from, and revising solutions. It relies on an organizational and/or system culture that is proactive and supports continuous learning.

“Contract Owner” or **“Contract Manager”** means the Agency administrative official assigned to monitor and manage any contract that results from this solicitation, and who has the authority to make decisions related to the contract on behalf of the Agency.

“Contract Year” or **“Year”** means the 12-month period for which MOMS Program funds are appropriated.

“Contractor” means the Bidder who enters into a contract as a result of this solicitation.

“Counseling” means reasonable expenses for non-therapeutic, neutral, factual information and non-directive, information and confidential Counseling and referral services that assist pregnant women or women who believe they may be pregnant or men who are involved or who think they might be involved in a pregnancy, except with respect to any options(s) about which the pregnant Client indicates they do not wish to receive such information and Counseling. It also includes group Counseling and transportation vouchers or rideshare app expenses if necessary for Expectant Parents to receive Counseling. It does not include expenses for affirmatively counselling a pregnant woman to terminate a pregnancy.

“Deliverables” means all of the services, goods, products, work, work product, data (including data collected on behalf of the Agency), items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with any contract resulting from this RFP.

“Employment Assistance” means reasonable expenses for professional development, including services that support the continuation and completion of high school or obtaining a General Education Development (GED) certificate, job training, resume writing and employment application assistance, job placement, budget skills and money management learning, assistance obtaining a driver’s license, assistance with school registration, and transportation vouchers or rideshare app expenses if necessary for an Expectant Parent to receive this assistance.

“Evidence-Based Practice/Programs” means practices or service approaches whose effectiveness at achieving desired outcomes for specific target populations has been substantiated or validated by independent empirical research.

“Evidence-Informed Practice/Programs” means practices that are emerging or promising in their design. Evidence-Informed Practice allows for innovation, while still incorporating lessons learned from the existing research literature.

“Expectant Parents” means parents whose Child has not yet been born, i.e., females who are physically carrying a Child and males who are involved with a pregnancy.

“Frontline Staff” mean employees in a MOMS Center who interact with Clients or have access to Client information.

“Grantee” or “MOMS Provider” mean nonprofit organizations that receive MOMS Program funds and provide direct service to individuals who are pregnant or parenting pursuant to Iowa Code § 217.41C that states the Grantee (Subcontractor) must be a (a) nonprofit organization incorporated in this state with a tax-exempt status pursuant to section 501(c)(3) of the Internal Revenue Code; (b) have a minimum of one year of operational experience in either providing core pregnancy support services or managing a network of providers of as a subcontractor, (c) have a primary mission of promoting healthy pregnancies and childbirth instead of abortion; (d) have a system of financial accountability consistent with generally accepted accounting principles, including an annual budget; (e) have a board that hires and supervises a director who manages the organization’s operations; (f) offer, at a minimum, Counseling for women who are or may be experiencing unplanned pregnancies; (g) provide confidential and free pregnancy support and Other Program Services; (h) provide each pregnant woman with accurate information on the developmental characteristics of unborn Children and babies; (i) ensure that program funds are not used to provide or refer pregnant women for terminations of pregnancy, or to encourage or affirmatively counsel a pregnant woman to terminate a pregnancy unless the pregnant woman’s attending physician confirms the termination of pregnancy is medically necessary to prevent the pregnant woman’s death; and (j) maintain confidentiality of all data, files, and records related to the program services provided to persons accessing program services in compliance with state and federal laws.

“Housing” means reasonable expenses to secure appropriate, short-term Housing for Expectant Parents during pregnancy and up to six months following a Child’s birth, including costs for utilities and maternity Housing.

“Indirect Costs” means those costs and fees that have been incurred by the Grantee for common or joint purposes or objectives, benefitting more than one cost objective, and/or cannot be readily identified with a particular final cost objective. For the purposes of this RFP, examples of Indirect Costs shall include general administration and general expenses such as accounting, salaries, personnel administration, supplies, and costs of operating and maintaining the facility.

“Material Items” means non-medical goods and services that meet short-term, basic needs and support Expectant Parents during pregnancy and up to one year following a Child’s birth.

“Medical Information” means accurate information, including but not limited to prenatal care, pregnancy and paternity testing, postpartum recovery and support, post-abortion support, mental health services, and addiction support services.

“MOMS Center” mean the physical location where Clients receive Pregnancy Support Services.

“MOMS Program Goals” means the goals outlined in the Iowa Code § 217.41C, which are to (1) Provide an approach and personalized support to pregnant women to provide stabilization to families; (2) Promote improved pregnancy outcomes, including reducing abortions, by helping women practice sound health-related behaviors and improve prenatal nutrition; (3) Improve Child health and development by helping parents provide responsible and competent care for their Children; and (4) Improve family economic self-sufficiency by linking parents to services that address individual economic and social needs.

“Nutritional Services” mean comprehensive assessment, treatment plans that may include supplemental foods and counseling services and support provided to pregnant and breastfeeding women, and expectant and parenting fathers, provided by a licensed medical provider, registered dietitian, or registered nurse. Education includes both individual and group services to improve health and achieve positive outcomes in nutrition and physical activity habits, nutrition and physical activity education, breastfeeding education and support, and referrals to appropriate services and health care providers, and breastfeeding support and counseling provided by certified individuals that have completed specialized lactation training.

“Other Program Services” means personalized, confidential, Pregnancy Support Services including, but not limited to, case management, services for women in the hospital who have given birth, costs for translators or interpreters, and public awareness and Outreach Efforts to reach Clients intended to be served.

“Outreach Efforts” means activities conducted with the purpose of informing and educating the broader public, parents, adults, and women and family serving professionals about MOMS Program services and how to access them. Examples include media, marketing, and other awareness activities. These may include print ads in newspapers, directories and broadcast ads like Internet, radio, or theater ads or ads placed using social media.

“Parenting Education and Support Services” mean reasonable expenses to support Expectant Parents during pregnancy and up to one year following a Child’s birth, including, but not limited to paternity establishment, Adoption Education, Planning, and Services, stress management, prenatal exercise, childbirth, Child development, newborn care, safe sleep for babies, babyproofing the home, car seat training, infant CPR, smoking cessation, postpartum recovery and support, and transportation vouchers or rideshare app expenses if necessary for an Expectant Parent to receive these services. Expenses can include fees for online tools and curriculum.

“Pregnancy Support Services”, as defined in Iowa Code § 217.41C, mean *those nonmedical services that promote childbirth by providing information, Counseling, and support services that assist pregnant women or women who believe they may be pregnant to choose childbirth and to make informed decisions regarding the choice of adoption or parenting with respect to their Children.* Pursuant to Iowa Code § 217.41C, Pregnancy Support Services do not include services to *provide or refer pregnant women for terminations of pregnancy, or to encourage or affirmatively counsel a pregnant woman to terminate a pregnancy unless the pregnant woman’s attending physician confirms the termination of pregnancy is medically necessary to prevent the pregnant woman’s death.*

“Program Administrator” means the entity contracted by the Agency to provide administrative support services for the MOMS Program.

“Program Improvement Plan (PIP)” means a plan developed by the Contractor, and agreed upon by the Agency, to address underperformance on certain program measures.

“Referrals for Medical Care” mean timely referrals or assistance in securing medical and mental health services, when a need is discovered, to relevant existing programs or agencies that support, encourage, and assist women to carry their pregnancies to term, and care for their babies after birth, including government assistance programs and county supports such as Medicaid, Temporary Assistance for Needy Families (TANF), the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Healthy and Well Kids in Iowa (HAWKI), as well as services for drug and alcohol testing and treatment; STIs tests, and treatment for those who test positive for STI’s. It does not mean referrals for terminations of pregnancy, including provision or referral for abortifacient contraceptives, or to encourage or affirmatively counsel a pregnant woman to terminate a pregnancy.

“Underserved” means individuals, communities, or populations that do not have adequate access to Pregnancy Support Services.

1.3 Scope of Work.**1.3.1 Deliverables.**

The Contractor shall provide the following:

1.3.1 Statewide Comprehensive Assessment of Pregnancy Support Services

The Contractor shall conduct a thorough Statewide Comprehensive Assessment (Assessment) of Pregnancy Support Services to include a review of programs in the State of Iowa with a goal of promoting healthy pregnancies and childbirth. The Contractor shall use the results of this Assessment in mapping out current resources and programming available in the State of Iowa, identifying areas of duplication and gaps in services, and in developing and implementing an Action Plan for promoting healthy pregnancies and childbirth in the State of Iowa consistent with the MOMS Program Goals.

1.3.1.1 Assessment of Pregnancy Support Services Programs in Iowa.

- A. The Contractor shall conduct a statewide inventory of current federal, state, and local programs, initiatives, and funding in the State of Iowa with a primary or secondary goal of promoting healthy pregnancies and childbirth.
 1. The Contractor shall, at minimum, consider the following programs:
 - a. Maternal Infant Early Childhood Home Visitation (MIECHV) Program;
 - b. Maternal and Child Health Programs (Title V);
 - c. Healthy Families Iowa (HOPES/HFI) Home Visitation Program;
 - d. Early Childhood Iowa, Family Support Programs;
 - e. Family Planning Program (Title X);
 - f. Community Adolescent Pregnancy Prevention (CAPP); and
 - g. Pregnancy Assistance Fund (PAF).
 2. Other relevant sources including, but not limited to anecdotal evidence from former Clients and Pregnancy Support Services providers, may inform the Assessment.
 3. The Contractor shall provide an analysis and overview of how these programs intersect with the MOMS Program Goals. This analysis shall include, at minimum, the following:
 - a. The overarching program purposes, goals, or objectives of these other programs of funding and how well they align or differ from the MOMS Program Goals to promote healthy pregnancies and childbirth.
 - b. The percentage of State and Federal funded programs that also receive funding from other state agencies or statewide programs for similar work.
 - c. A description of opportunities for linkages and referrals between future MOMS Program Grantees and existing community-based support programs and resources.
 4. The Contractor shall provide an overview of the demographics and geographic areas where a need for Pregnancy Support Services is greater or where populations are Underserved.
 5. The Contractor shall provide rationale and justification for targeted outreach where a need for Pregnancy Support Services is greater and where populations are Underserved.

1.3.1.2 Action Plan to Support the Promotion of Healthy Pregnancies and Childbirth

- A. In conducting the Assessment, and reviewing the findings, the Contractor shall develop, implement, and adhere to an Agency approved Action Plan, aligned with Early Childhood Iowa's "We are ECI Strategic Plan 2023-2026", and approved by the Agency in writing, for promoting healthy pregnancies and childbirth.
 1. The Contractor shall develop the Action Plan with input from the Agency and other relevant stakeholders.
 2. The Contractor shall include, at a minimum, the following components in the Action Plan:
 - a. Short-term, mid-term, and long-term goals and objectives for promoting healthy pregnancies and childbirth in the State of Iowa;
 - b. A plan to expand comprehensive, statewide coverage of Pregnancy Support Services tailored to the diverse needs of communities and populations in the State of Iowa;

- c. A plan to increase the number of qualified Grantees each Year of the Contract;
 - d. A plan to promote and increase Grantee adherence to the Agency approved MOMS Provider standards of care;
 - e. A plan to provide training and technical assistance to Grantees in the implementation of Evidence-Informed and Evidence-Based Pregnancy Support Services models and curricula;
 - f. A plan to increase public awareness, access, and use of Pregnancy Support Services;
 - g. A plan to build stronger community collaboration and coordination with other programs providing services related to MOMS Program Goals;
 - h. A plan for the meaningful involvement of former Clients who have received Pregnancy Support Services in planning and evaluation at the state level;
 - i. Measurable indicators to gauge progress toward MOMS Program Goals and objectives;
 - j. A timeline for regular review of the Action Plan by the Contractor and the Agency; and
 - k. An identified process for revising the Action Plan as needed.
3. If, at any point during the Contract, the Agency determines the Action Plan requires updating, the Contractor shall provide a written update for the Agency's consideration within 30 days of the request which may result in a mutually agreed upon, formal amendment to the contract.

1.3.2 Development of the MOMS Pregnancy Support Services Provider (MOMS Provider) Opportunity and Ongoing Support Services

The Contractor shall provide all administrative support services to procure, maintain, grow, and successfully manage a statewide network of Grantees to promote healthy pregnancies and childbirth consistent with the MOMS Program Goals.

1.3.2.1 MOMS Provider Opportunity

- A. The Contractor shall develop, implement, and administer an Agency approved process to maintain, grow, and successfully manage a statewide network of Grantees providing Pregnancy Support Services. This shall include but not be limited to:
 1. The Contractor shall assume ownership and oversight of any existing Agency Grantee contracts.
 - a. The Contractor shall work with the Agency and any existing Grantees to facilitate and execute contract reassignments from the Agency to the Contractor utilizing an Agency approved process.
 - b. All required contract reassignments shall be executed and effective no later than June 30, 2024.
 2. The Contractor shall develop, implement, and adhere to an Agency approved process to procure additional Grantees founded in the MOMS Program Goals. Grantee procurements shall be administered by the Contractor and awarded to selected Grantees as appropriate to achieve the minimum Grantee requirements established in this RFP.
 - a. The Contractor shall develop, implement, and adhere to an Agency approved procurement structure and timeline for the full procurement process(es) from initial drafting through contract execution. This may include, but is not limited to:
 - i. Drafting and dissemination of the Agency approved MOMS Provider Opportunity including any necessary amendments;
 - ii. Participation in virtual and/or in-person conferences open to all potential Grantees;
 - iii. Drafting of responses to written questions received in response to the MOMS Provider Opportunity;
 - iv. Conducting technical review of all MOMS Provider Opportunity applications;
 - v. Selection and training of Agency approved evaluators, and facilitation and documentation of evaluation committee meetings and award recommendation decisions;
 - vi. Drafting, executing, and negotiating Agency approved contract agreements with awarded Grantees; and
 - vii. Ensuring the procurement process is fair and objective, and consistent with all federal, state, and local procurement regulations, and Agency policies.

- b. The Contractor shall develop, implement, and administer an Agency approved Grantee Application that includes, but is not limited to:
 - i. Scope of work deliverables;
 - ii. Performance measures and monitoring;
 - iii. Proposal submission requirements;
 - iv. Cost proposal and pricing requirements; and
 - v. Scoring criteria to include, but not necessarily be limited to:
 - (1) Clearly defined, Agency approved, allowable Pregnancy Support Services and corresponding reimbursement rates, pursuant to Iowa Code § 217.41C and this RFP; and
 - (2) Demonstration of alignment with the MOMS Provider standards of care.
- c. The Contractor shall develop, implement, and adhere to an Agency approved Grantee award process. This shall include, but not be limited to:
 - i. Development of an Agency approved structure for distributing and reimbursing funds to Grantees based on individual Grantee award amounts and detailed corresponding budgets.
 - ii. Development, implementation, and adherence to Agency approved Grantee service contract agreements that establish and expand statewide service provision.
 - (1) The Contractor shall draft Grantee contract agreements using an Agency approved format and facilitate execution for each Grantee award.
- 3. Throughout the contract term, the Contractor shall maintain a minimum number of Grantees to be defined by the outcome of the initial MOMS Provider Opportunity award , and/or the number of Grantee contracts reassigned to the Contractor by the Agency, and shall increase the number of qualified Grantees each subsequent Year of the Contract. This may be modified over the life of the contract upon mutual agreement of the Parties based on the success of the program.
- 4. The Contractor shall implement and adhere to the MOMS Provider standards of care.
 - a. The Contractor shall ensure each Grantee commits to, and within first year of their Contract, fully adheres to the MOMS Provider standards of care requirements.

1.3.2.2 Ongoing Contract Management and Monitoring

- A. The Contractor shall be responsible for the ongoing monitoring and review of the delivery of MOMS Program services and the quality of all Client services provided. This shall include:
 - 1. Development, implementation, and adherence to an Agency approved process and schedule for monitoring the performance and cost effectiveness of all Grantees in the MOMS Provider network.
 - 2. Development, implementation, and administration of an Agency approved Client survey process for Clients to provide confidential feedback regarding their experiences with Grantees, and at MOMS Centers, and the Contractor shall:
 - a. Provide a summary of the survey results, by Grantee, to the Agency in the Quarterly Report;
 - b. Use the information from the surveys to support the Grantee in CQI; and
 - c. Have Agency approved policies and procedures in place that address Client complaints and grievances.
 - 3. The Contractor shall implement and adhere to Agency approved Grantee program reporting requirements.
 - a. The Contractor shall develop an Agency approved standard reporting form and process for Grantees to report statistical information.
 - b. The Contractor shall require Grantees to track specific information to be included in Quarterly Reports. At a minimum, this information shall include the following aggregate and de-identified Client information:
 - i. Total number of unduplicated Clients served;

- ii. Demographic data to include, at a minimum:
 - (1) Gender;
 - (2) Age;
 - (3) Marital status (i.e., single, partnered, widowed, married);
 - (4) Number of current Children and corresponding age(s);
 - (5) Geographic location (home zip code and county);
 - (6) Race/Ethnicity; and
 - (7) Education level.
 - iii. Amount of cost by service provided per Client;
 - iv. Total program expenditures, broken down by service type and gender;
 - v. Total number of referrals by service type and program and corresponding counties of programs referred;
 - vi. Total number of contacts to Call Center (if applicable);
 - vii. Total known number of Clients who choose to carry their pregnancies to term and whether they decided to parent or place their Child for adoption; and
 - viii. Description of Outreach Efforts.
4. The Contractor shall ensure Grantees maintain confidentiality of all data, files, and records related to Clients accessing Program Services in compliance with state and federal laws, including but not limited to § 217.30, subsection 2.a thru 2d.
 5. The Contractor shall review Grantee data on a quarterly basis to determine compliance with outcomes and evaluation measures.
 - a. The Contractor shall provide training and technical assistance to Grantees on using the Agency identified data collection system and reporting requirements.
 - b. The Contractor shall provide Grantees with feedback on Grantee efficacy and outcomes in comparison with other similar programs throughout the State of Iowa.
 6. The Contractor shall evaluate each Grantee to assess their performance under the contract and determine how well the Grantee meets the MOMS Program Goals and MOMS Program requirements. Grantee evaluation shall occur, at a minimum:
 - a. within the first six months of the Grantee contract initial contract terms;
 - b. within 30 days of the end of first year of the Grantee contract term; and
 - c. annually beginning in year two of the Grantee contract term through contract end.
 7. The Contractor shall provide technical assistance to Grantees having difficulties implementing contracted services, or who are noncompliant with outcomes and evaluation measures, and recommend amendments to a Grantee contract assuming the revisions do not change the general scope of work.
 8. The Contractor may require that a Grantee unable to meet the contract performance measures develop, implement, and adhere to a Program Improvement Plan (PIP).
 - a. The Contractor shall, as directed by the Agency, provide technical assistance to Grantees to develop PIPs for approval.
 - b. The Contractor shall monitor Grantees on PIPs and make appropriate Agency approved determinations on contract termination or non-renewal for Grantees not making progress on agreed upon measures within the Grantee's PIP.
 9. The Contractor shall monitor and review monthly expenditures for each Grantee.
 - a. The Contractor shall require Grantees to submit claims and receipts for allowable expenses monthly. The Contractor shall review and verify individual Grantee claims for allowable expenses within 30 days of receipt of the claim and shall issue payment for all approved claims within 60 days of receipt.
 10. The Contractor shall, each Year of the Contract, conduct and complete in-person monitoring and review visits for 100% of MOMS Centers, and report visit outcomes in each MOMS Provider Grantee Quarterly Reports (Quarterly Reports) to the Agency along with a summary of any information or materials provided to the Grantees by the Contractor.

- a. The Contractor shall develop a MOMS Center Visit Checklist to standardize the outcomes of these visits and determine compliance with the MOMS Provider standards of care and MOMS Program requirements. MOMS Center visits shall include, at a minimum the following activities:
 - i. Verification of documentation of Project expenses claimed;
 - ii. Review and validation of Pregnancy Support Services delivery records, such as Client sign-in sheets, enrollment forms, or any other documentation of service delivery;
 - iii. Review and validation of any relevant MOMS Program evaluation results; and
 - iv. Compliance with the MOMS Provider standards of care and MOMS Program requirements.
- b. The Contractor shall report to the Grantee and the Agency the findings of all monitoring and visits within 45 days of the visit.
- c. The Contractor shall notify the Agency Contract Manager in advance of these visits the month prior to when they are to occur, and the Agency Contract Manager may attend.
- d. The Contractor shall maintain a separate electronic contract file for each Grantee receiving MOMS Program funds. The Contractor shall make these files available to the Agency upon request, and the files shall include, at a minimum:
 - i. Any written Contractor correspondence with the Grantee regarding the contract, contract performance, or payments;
 - ii. Documentation of Contractor monitoring via documented receipts and Quarterly Reports, as well as documentation of monitoring visits; and
 - iii. All approved Grantee Invoices and supporting documentation.

1.3.2.3 Training and Technical Assistance

- A. The Contractor shall demonstrate active leadership in building statewide collaboration and coordination efforts with all Grantees, other Pregnancy Support Services providers, and relevant state-funded partners to advance MOMS Program Goals.
- B. The Contractor shall, as requested by the Agency, attend relevant meetings of stakeholders for the purposes of achieving overall system and service array improvements.
- C. The Contractor shall have staff trained in models and curricula with evidence of effectiveness in promoting healthy pregnancies and childbirth.
 1. For models and curricula that require training directly from the program developers, or other approved trainers, the Contractor shall collaborate with program developers and trainers to offer such training opportunities within the State of Iowa at limited or no cost to Grantees.
- D. The Contractor shall develop, implement, and adhere to an Agency approved MOMS Provider onboarding training to include orientation curriculum and compliance training for all Grantees.
 1. The Contractor shall ensure all Grantees are fully oriented and receive orientation and compliance training within 60 days of contract reassignment and/or grant award.
- E. The Contractor shall provide ongoing topical and educational training, best practice materials, and oversight of all Grantees to ensure compliance with all MOMS Program requirements and to meet industry standards. Training offerings shall be informed by results of Contractors ongoing monitoring, and other available information used to analyze Grantee performance.
 1. Training may be delivered through a variety of ways including, but not limited to:
 - a. Conference calls and webinars;
 - b. Live in-person or virtual trainings; and
 - c. One-on-one consultation.
 2. Training topics to be covered shall include, but not be limited to:
 - a. Evidence-Based and Evidence-Informed practices in Pregnancy Support Services;
 - b. Volunteer Recruitment and Training to uphold the MOMS Provider standards of care provisions;
 - c. Ethical practices and integrity in Client care;
 - d. Adherence to legal and regulatory guidelines;
 - e. Public awareness materials and updates on state and federal legislative actions related to Pregnancy Support Services; and
 - f. Continuous Quality Improvement (CQI).

3. Annually, the Contractor shall host at least one training, virtually or in person, for all Grantee's Frontline Staff on MOMS Program Goals and MOMS Provider standards of care.
 - a. The Contractor shall notify the Agency Contract Manager in advance of this training the month prior to when they are to occur, and the Agency Contract Manager may attend.
 - i. The Contractor shall report attendance and outcomes in each Quarterly Report to the Agency.
- F. The Contractor shall plan and staff quarterly informational and update meetings to include all Grantees, either in person or virtually. This shall include the duties of finding a location, preparing a group work plan, preparing agendas, and providing minutes to attendees and the Agency following meetings.
 1. The Contractor shall notify the Agency Contract Manager in advance of these meetings the month prior to when they are to occur, and the Agency Contract Manager may attend.
 - a. The Contractor shall report attendance and outcomes in each Quarterly Report to the Agency.
- G. The Contractor shall develop and implement an Agency approved survey for Grantees to evaluate the Training and Technical Assistance provided by the Contractor.

1.3.3 Communication and Outreach Promoting Healthy Pregnancies and Childbirth

1.3.3.1 Statewide Communication and Outreach Plan.

- A. The Contractor shall research and develop an Agency approved Statewide Communication and Outreach Plan for promoting healthy pregnancies and childbirth.
 1. The Contractor shall conduct market research in developing the plan, including reviewing and analyzing similar Pregnancy Support Services programs in other states, to learn about successes and challenges the programs had.
 2. The Contractor shall consider a variety of different media and communication formats, including traditional and non-traditional media and marketing methods including public service announcements (PSAs), resource materials and handouts, and social media and web-based applications.
- B. The Contractor shall implement and adhere to the Agency approved Statewide Communication and Outreach Plan, which shall include a range of activities to promote healthy pregnancies and childbirth.
 1. The plan shall include, at a minimum, the following.
 - a. Development, dissemination and/or use of:
 - i. PSAs, social media, and web-based applications;
 - ii. Training;
 - iii. Messaging; and
 - iv. Resource materials and handouts.
 - b. Media and marketing messages, and informational or educational materials developed by the Contractor as part of the MOMS Program, including property, strategies, and methods, shall be approved by the Agency in writing prior to implementation and distribution.
 - c. All information and educational materials must be accurate and factual, and provide or have available, the reference source of all statements of a medical nature.
 - d. All materials developed or used by the Bidder as part of a contract resulting from this RFP are the property of the Agency.
 - e. The Contractor shall, in coordination with individual Grantees, encourage and support providing information and educational materials in languages other than English based on the need of Clients served.
 - f. The Contractor shall ensure the Agency reviews and approves any of the following prior to release: flyers, brochures, posters, and other published materials used for the MOMS Program.
- C. The Contractor shall, as directed and approved by the Agency, develop, implement, and maintain a MOMS Program Website (Website) as a place to distribute MOMS Program materials and resources.
 1. The Website may include a special page on the Contractor's organizational website or a separate site altogether.
 2. The Contractor shall submit all Website content and information provided therein to the Agency for approval prior to publicly posting.

3. At no time shall the Contractor post on the Website any content or information not approved in writing by the Agency.
 4. The Contractor shall ensure the Website is fully operational within 180 days after contract execution.
 5. Upon termination of the Contract, the Contractor shall transfer the Website domain to the Agency.
- D. The Contractor shall gather and report out data specific to the Statewide Communication and Outreach Plan. Data gathered under activities for this Communication and Outreach Plan shall not include any personally identifiable information (PII) or private health information (PHI). At a minimum, the Contractor shall gather and report on the following data elements:
1. Number of unique visitors to the Website and social media pages;
 2. Number of website visits;
 3. Times and days of website utilization;
 4. Types and numbers of resource materials distributed;
 5. User Survey;
 6. Reach of PSAs; and
 7. Other data significant to measuring the effectiveness of the Communication and Outreach Plan.

1.3.4 MOMS Program Evaluation

1.3.4.1 MOMS Program Evaluation Report

- A. The Contractor shall develop, implement, and adhere to an Agency-approved process to evaluate the overall effectiveness, programmatic progress, and opportunities for CQI for the MOMS Program.
1. The Contractor shall prepare and submit an annual MOMS Program Evaluation Report (Evaluation Report) in an Agency approved format at the end of each Contract Year. The Report shall include, at a minimum:
 - a. The overall evaluation of the MOMS Program and its effectiveness in promoting healthy pregnancies and childbirth in the State of Iowa;
 - b. A summary of outcomes and evaluation measures included in the contracts with the Contractor and each Grantee;
 - c. A summary of information provided in the Quarterly Reports to the Agency;
 - d. The total number of unduplicated Clients served by each Grantee by demographic data as listed in Section 1.3.2.2.;
 - e. A summary of all services provided, by demographic data collected on Clients in the reporting period;
 - f. A financial summary and year-to-date totals of dollars spent, including a breakout of the amounts attributable to the Program Administrator Contract and to each Grantee contract;
 - g. A summary of any analysis done in the reporting period regarding promoting healthy pregnancies and childbirth data and trends, and a description of how data was shared by the Contractor with Grantees;
 - h. A description of CQI activities and efforts underway by the Contractor and ways the evaluation data is used to enhance programming;
 - i. An analysis of the data collected, reported outcomes, and other implications for MOMS Program improvements and progress;
 - j. The Contractor shall analyze data looking for trends in effectiveness and different impacts with various populations and communities, and to advance support for Underserved populations.
 - k. A description of Outreach Efforts by the Program Administrator and Grantees, as required in Iowa Code § 217.41C;
 - l. A plan for any new activities and strategies in subsequent Contract Year; and
 - m. Outputs and outcome data gathered to evaluate the Statewide Communication and Outreach Plan.

- B. The Contractor shall use the results of the Evaluation Report at a minimum to:
 1. Determine new activities and strategies in the coming Contract Year(s);
 2. Support Grantees in the process of Continuous Quality Improvement (CQI);
 3. Identify specific trends in Pregnancy Support Services in Iowa that enhance the ability to target services to assist pregnant women or women who believe they may be pregnant; and
 4. Implement and evaluate emerging and promising practices in Pregnancy Support Services to support healthy pregnancies and childbirth.

1.3.4.2 Moms Program Improvement and Expansion

- A. Based on the results of program evaluation the Agency may determine a need to implement programmatic changes and/or efforts to expand the MOMS Program beyond the initial scope provided in this procurement. The Contractor shall:
 1. Meet with the Agency to discuss proposed changes and/or expansion efforts and develop a mutually agreed upon plan of action that shall be incorporated into the contract via an amendment.
 - a. The Contractor shall develop an Agency approved project plan and budget to support programmatic changes and/or program expansion.

1.3.5 MOMS Program Reporting Requirements

1.3.5.1 Program Reporting

- A. The Contractor shall submit a Quarterly report to the Agency, using an Agency approved format, for approval. At a minimum the report shall include the following:
 1. Grantee program reporting requirements as identified in Section 1.3.2.2 (A).
 2. Summary of the Client survey Results.
 3. Outcomes of in-person MOMS Center visits.
 4. All documented receipts and MOMS Program Grantee Quarterly Reports.
 5. Attendance and outcomes of quarterly information and update meetings.
 6. Statewide Communication and Outreach Plan data.
- B. The Contractor shall submit an Annual report to the Agency as described in Section 1.3.4.

1.4 Performance Measures.

1.4.1 Statewide Comprehensive Assessment (Assessment) of Pregnancy Support Services and Action Plan to Support the Promotion of Healthy Pregnancies and Childbirth Performance Measures

PM 1 – The Contractor shall provide a draft Assessment to the Agency within the first 90 days of the Contract.

PM 2 – The Contractor shall make any Agency requested changes to the Assessment and submit a final Assessment within 15 days after receiving the requested changes.

PM 3 – The Contractor shall develop an Action Plan and submit for Agency approval within the first 180 days of the Contract.

PM 4 – The Contractor shall make any Agency requested changes to the Action Plan and submit a final within 15 days after receiving the requested changes.

PM 5 – The Contractor shall implement and adhere to the Action Plan through the duration of the Contract.

1.4.2 MOMS Provider Opportunity and Ongoing Support Services Performance Measures

PM 1 – The Contractor shall complete, on behalf of the Agency, a procurement process and award grants to qualifying Applicants.

- A. The Contractor shall develop an Agency approved process to maintain, grow, and successfully manage a statewide network of Grantees providing Pregnancy Support Services within the first 180 days of the Contract.
- B. The Contractor shall maintain a minimum number of Grantees to be defined by the outcome of the initial MOMS Provider Opportunity award, and/or the number of Grantee contracts reassigned to the Contractor by the Agency, and shall increase the number of qualified Grantees each subsequent Year of the Contract.

PM 2 – The Contractor shall ensure that all Grantees achieve a MOMS Program requirements compliance rate of 90% or greater.

PM 3 – The Contractor shall demonstrate Clients report at least 90% overall positive experience with Pregnancy Support Services provided by each Grantee.

PM 4 – The Contractor shall submit 100% of required administrative and financial reports and other documents to the Agency by the specified due dates.

- A. Specific reports shall be in a format approved by the Agency in writing and shall include all components outlined in the Scope of Work and shall be acceptable upon the first release.

1.4.3 Statewide Communication and Outreach Plan Performance Measures.

PM 1 – The Contractor shall provide a draft Communication and Outreach Plan to the Agency for approval within the first 90 days of the Contract.

- A. The Contractor shall make any Agency requested changes to the Communication and Outreach Plan and submit a final within 15 days after receiving the requested changes.

PM 2 – The Contractor shall launch and have fully operationalized the MOMS Program Website within 180 days of the Contract.

PM 3 – The Contractor shall maintain functionality of the Website and ensure an uptime of no less than 90%. The Contractor shall notify the Agency of any unplanned Website outages when they occur, and of any planned Website outages no less than five (5) business days in advance of the outage.

PM 4 – The Contractor shall ensure that Website content is current and accurate.

PM 5 – The Contractor shall make updates to the Website as requested by the Agency within two business (2) days of the request.

1.4.4 MOMS Program Evaluation Performance Measures.

PM 1 – The Contractor shall propose a plan for Agency approval for monitoring compliance of Grantees within the first 180 days of the Contract.

PM 2 – The Contractor shall develop Agency approved measurable benchmarks based on existing data to identify target measures for each MOMS Program Project type funded within the first 180 days of the Contract.

PM 3 – The Contractor shall provide an annual MOMS Program Evaluation Report to the Agency within 60 days of the end of the each Year of the Contract.

- A. The Agency will submit questions or requests for clarification no later than 10 Business Days prior to the due date.
- B. The Contractor shall provide the Agency with responses to requests for clarification no later than 5 days prior to the due date.

1.5 Agency Responsibilities.

Per Iowa Code § 217.41C, the Agency will *provide technical assistance to the program administrator, monitor the program administrator for adherence to state and federal requirements, and collect and maintain program data*. The Agency Contract Manager shall also participate in the following activities related to the monitoring of the Deliverables and performance measures outlined in the RFP:

- A. Responding to day-to-day questions from the Contractor;
- B. Meeting with the Contractor as needed during the drafting and review process of the Action Plan, the Communications and Outreach Plan, and other required documents for Approval by the Agency;
- C. Reviewing, reconciling, and validating the Contractor’s monthly claims for reimbursement of the costs associated with meeting the Deliverables of the Contract for approval of the payments;
- D. Conducting onsite reviews of Contractor records, including the records of Grantees as necessary, to validate the Contractor’s quarterly progress reporting and their compliance with the service requirements described in this RFP;
- E. Providing feedback to the Contractor regarding ongoing evaluation activities and reports, and other materials developed and prepared by the Contractor;
- F. Periodically visiting MOMS Centers;

- G. Reviewing the Contractor's Quarterly Reports and MOMS Provider Evaluation Reports to ensure Contractor meets performance measures;
- H. Participating in quarterly meetings with the Contractor to review performance measures, reports, and other administrative tasks;
- I. Identifying any concerns with MOMS Provider performance and, when necessary, requesting a Program Improvement Plan from the Contractor; and
- J. Conducting an annual review of the Contractor's performance, with input from other relevant stakeholders, regarding the evaluation of Grantees and implications for Program improvements.

1.6 Contract Payment Methodology.

1.6.1 Contractor Payments.

- A. Program Administration
 - 1. The Contractor shall be paid a base amount not to exceed \$225,000.00 per year for program administrative services as described in section 1.3. The Contractor shall invoice the Agency monthly for reimbursement of the costs associated with meeting the Deliverables of the Contract. This reimbursement shall be in accordance with the Agency approved program administration budget. The Contractor shall complete and submit an Agency approved line-item budget in an Agency approved format for Year 1 of the Contract, prior to contract execution. Each subsequent Contract Year the Contractor shall submit an Agency approved line-item budget in an Agency approved format, at least 90 days prior to the beginning of the Contract Year, to be considered with the Contractor's annual renewal amendment.
- B. Grantee Reimbursements
 - 1. The Contractor shall be responsible to review, approve, and reimburse monthly expenditures for Grantees as described in Section 1.3.2.2 (A)(9). The Contractor shall develop and submit an Agency approved budget, broken out by contract year, in an Agency approved format for all Grantee expenses prior to the execution of the Grantee contract agreements. The Contractor shall invoice the Agency, beginning in the month that Grantee contract agreements are effective, in equal monthly installments for reimbursement of the costs associated with the Grantee contract agreements. On a quarterly basis the Contractor shall meet with the Agency to review and reconcile the Grantee contract payments. In any quarter in which the Contractor's reimbursements to Grantees exceeds the total amount paid to Contractor for the quarter, the Contractor may submit an invoice to the Agency to be reimbursed the difference. In all cases the amount for reimbursement shall not exceed the annual amount allowable for reimbursement.
 - 2. In any quarter in which the Contractor's reimbursements to Grantees are more than 10% less than the total amount paid to the Contractor for the quarter, the Contractor shall reduce the amount of the next month's invoice by the amount of the difference.
 - a. In the event that Contractor reimbursements to Grantees are more than 10% less than the total amount paid to the Contractor for two consecutive quarters, the Agency may adjust the monthly reimbursement amount to the Contractor to align with Contractor reimbursements to Grantees.
 - 3. Annually, with the submission of the June invoice, the Contractor shall reconcile the annual reimbursements to all Grantees with the monthly Grantee reimbursement payments received from the Agency to ensure that the Contractor payments for Grantee reimbursements do not exceed or subceed the total amount paid to Grantees in that contract year.
- C. Incentive Payments
 - 1. The Contractor may be eligible to receive an annual incentive payment based on the level of performance they achieve in a single Contract Year, as outlined in the table below. (Incentive payments are limited to one (1) performance level based on the Contractors performance at the end of the Contract Year).Contractors shall submit Invoices for performance incentive payments after review and determination of eligibility by the Agency.

2. Determination of whether the Contractor is eligible for an incentive payment shall be made at the sole discretion of the Agency. Compliance with incentive criteria will be based on the total number of active Grantees in good standing that the Contractor has a current contract agreement with as of the last day of the current Contract Year.

| Performance Level | Incentive Criteria | Incentive Amount |
|-------------------|--|------------------|
| 1 | The Contractor is in full compliance with the terms of the Contract. | \$5,000 |
| 2 | The Contractor is in full compliance with the terms of the Contract <i>and</i> has increased the total number of active Grantees in good standing by a minimum of five (5) new grantees over the previous Contract Year. | \$10,000 |
| 3 | The Contractor is in full compliance with the terms of the Contract <i>and</i> has increased the total number of active Grantees in good standing by a minimum of ten (10) new grantees over the previous Contract Year. | \$20,000 |

Incentive criteria may be modified after Year two (2) of the Contract, upon mutual agreement of the Agency and the Contractor, based on availability of funding and/or level of qualified service provider applicants.

1.6.2 Cost Restrictions.

A. Program Administration

1. The Contractor shall only be eligible to receive reimbursement for services described within the Scope of Work, and as approved in the budget.
2. The Contractor is prohibited from charging additional fees to the Agency or imposing costs on Grantees for work described in the Scope of Work.
3. The approved line-item budget shall have a restriction of 15% of each Year of the Contract for all Administrative Costs combined (please see definitions section for what constitutes (“Administrative Costs”).

B. Grantee Reimbursements

1. The approved Grantee line-item budget shall have a restriction of 15% of each year of the contract for all Indirect Costs combined. (See definitions section for what constitutes “Indirect Costs”).
2. Additional costs to the Grantees by the Contractor are prohibited.

Section 2 Basic Information About the RFP Process

2.1 Issuing Officer.

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

Kelly Simmons
Lucas State Office Building
321 E 12th Street
Des Moines, IA 50319-0075
Phone: (515) 377-0337
ksimmon2@dhs.state.ia.us

2.2 Restriction on Bidder Communication.

From the issue date of this RFP until announcement of the successful Bidder, the Issuing Officer is the point of contact regarding the RFP. There may be no communication regarding this RFP with any State employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the RFP. This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Contractor and the Agency.

The Issuing Officer will respond only to questions regarding the procurement process. Questions pertaining to the interpretation of this RFP may be submitted in accordance with the Questions, Requests for Clarification, and Suggested Changes section of this RFP.

2.3 Downloading the RFP from the Internet.

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

2.4 Online Resources

Resources related to this RFP are available at the website(s) provided below.

We are ECI Strategic Plan 2023-2026

[ECI_StrategicPlan-2023-26_online_Final.pdf \(iowa.gov\)](#)

2.5 Intent to Bid.

The Agency requests that Bidders provide their intent to bid to the Issuing Officer by the date and time in the Procurement Timetable. Email is the preferred delivery method. The Bidder, using the Intent to Bid Template (Attachment J), and the intent to bid should include the Bidder's name, contact person, mailing address, email address, fax number, telephone number, and a statement of intent to submit a bid in response to this RFP. Though it is not mandatory that the Agency receive an intent to bid, the Agency will only respond to questions about the RFP that have been submitted by Bidders who have expressed their intent to bid. The Agency may cancel an RFP for lack of interest based on the number of letters of intent to bid received.

2.6 Bidders’ Conference.

The Bidders’ conference will be conducted as a conference call on the date and time listed in the Procurement Timetable. The purpose of the Bidders’ conference is to inform prospective Bidders about the work to be performed and to provide prospective Bidders an opportunity to ask questions regarding the RFP. Verbal discussions at the conference shall not be considered part of the RFP unless incorporated into the RFP by amendment. Questions asked at the conference that cannot be adequately answered during the conference may be

deferred and responded to in writing. Participation in this conference call is optional, but recommended as this will be the only opportunity to ask verbal questions regarding this RFP.

Participants may join virtually via MS Teams using the following link: [Click here to join the meeting](#).

To participate via phone, dial the following number 469-998-6046 number and use the following conference code when prompted by the system: 840969329 conference code.

2.7 Questions, Requests for Clarification, and Suggested Changes.

Bidders who have provided their intent to bid on the RFP are invited to submit, using the Bidder Written Questions Template (Attachment K), written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (hereafter “Questions”) by the due date and time provided in the Procurement Timetable. Bidders are not permitted to include assumptions in their Bid Proposals. Instead, Bidders shall address any perceived ambiguity regarding this RFP through the question-and-answer process. If the Questions pertain to a specific section of the RFP, the page and section number(s) must be referenced. The Agency prefers to receive Questions by email. The Bidder may wish to request confirmation of receipt from the Issuing Officer to ensure delivery.

The Agency assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP. In addition, the Agency’s written responses to Questions will not be considered part of the RFP. If the Agency decides to change the RFP, the Agency will issue an amendment.

2.8 Submission of Bid Proposal.

Each Bidder is responsible for ensuring that the Issuing Officer receives the Bid Proposal by the time and date specified in the Procurement Timetable at the address provided in the RFP for the Issuing Officer. The Agency will not waive this mandatory requirement. Any Bid Proposal received after this deadline will be rejected and will not be evaluated.

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

2.9 Amendment to the RFP and Bid Proposal.

Each Bidder is responsible for ensuring that the Issuing Officer receives the Bid Proposal and any permitted amendments by the established deadlines at the address provided in the RFP for the Issuing Officer.

Bidders may amend a previously submitted Bid Proposal at any time before the bid submission date and time. Any such amendment must be in writing and signed by the Bidder. The Bidder shall provide the same number of copies of the amended Bid Proposal as is required for the original Bid Proposal, for both hardcopy and electronic copies, in accordance with the Bid Proposal Formatting Section.

The Agency reserves the right to amend or provide clarifications to the RFP at any time. RFP amendments will be posted to the State’s website at <http://bidopportunities.iowa.gov/>. If an RFP amendment occurs after the closing date for receipt of Bid Proposals, the Agency may, in its sole discretion, allow Bidders to amend their Bid Proposals.

2.10 Withdrawal of Bid Proposal.

The Bidder may withdraw its Bid Proposal prior to the closing date for receipt of Bid Proposals by submitting a written request to withdraw to the Issuing Officer. Email and faxed requests to withdraw will not be accepted.

2.11 Costs of Preparing the Bid Proposal.

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

2.12 Rejection of Bid Proposals.

The Agency reserves the right to reject any or all Bid Proposals, in whole and in part, and to cancel this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award or enter into a contract.

2.13 Review of Bid Proposals.

Only Bidders that meet the mandatory requirements and are not subject to disqualification will be considered for award of a contract.

2.13.1 Mandatory Requirements.

Bidders must meet these mandatory requirements or will be disqualified and not considered for award of a contract:

- The Issuing Officer must receive the Bid Proposal, and any amendments thereof, prior to or on the due date and time (See RFP Sections 2.8 and 2.9).
- The Bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funding by any federal department or agency (See RFP Additional Certifications Attachment D).
- The Bidder is eligible to submit a bid in accordance with the Bidder Eligibility Requirements of this RFP (See RFP Bidder Eligibility Requirements Section).
- The Bidder's Cost Proposal adheres to any pricing restrictions regarding the project budget or administrative costs (See RFP Section 3.3).

2.13.2 Reasons Proposals May be Disqualified.

Bidders are expected to follow the specifications set forth in this RFP. However, it is not the Agency's intent to disqualify Bid Proposals that suffer from correctible flaws. At the same time, it is important to maintain fairness to all Bidders in the procurement process. Therefore, the Agency reserves the discretion to permit cure of variances, waive variances, or disqualify Bid Proposals for reasons that include, but may not be limited to, the following:

- Bidder initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer (See RFP Section 2.2);
- Bidder fails to comply with the RFP's formatting specifications so that the Bid Proposal cannot be fairly compared to other bids (See RFP Section 3.1);
- Bidder fails, in the Agency's opinion, to include the content required for the RFP;
- Bidder fails to be fully responsive in the Bidder's Approach to Meeting Deliverables Section, states an element of the Scope of Work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the Scope of Work specifications (See RFP Section 3.2.3);
- Bidder's response materially changes Scope of Work specifications;
- Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.6);
- Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See RFP Section 3.1);
- Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7); or
- Bidder fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.
- Bidder is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code §12J.3. This list is maintained by the Iowa Public Employees' Retirement System.

The list is currently found here: <https://www.ipers.org/about-us/investments/restrictions-regarding-companies-boycotting-israel#main-content>.

The determination of whether or not to disqualify a Proposal and not consider it for award of a contract for any of these reasons, or to waive or permit cure of variances in Bid Proposals, is at the sole discretion of the Agency. No Bidder shall obtain any right by virtue of the Agency's election to not exercise that discretion. In the event the Agency waives or permits cure of variances, such waiver or cure will not modify the RFP specifications or excuse the Bidder from full compliance with RFP specifications or other contract requirements if the Bidder enters into a contract.

2.14 Bid Proposal Clarification Process.

The Agency may request clarifications from Bidders for the purpose of resolving ambiguities or questioning information presented in the Bid Proposals. Clarifications may occur throughout the Bid Proposal evaluation process. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to the Agency within the time stipulated at the occasion of the request.

2.15 Verification of Bid Proposal Contents.

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

2.16 Reference Checks.

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

2.17 Information from Other Sources.

The Agency reserves the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder's capability and performance under other contracts, and the Bidder's authority and ability to conduct business in the State of Iowa. Such other sources may include subject matter experts.

2.18 Criminal History and Background Investigation.

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

2.19 Disposition of Bid Proposals.

Opened Bid Proposals become the property of the Agency and will not be returned to the Bidder. Upon issuance of the Notice of Intent to Award, the contents of all Bid Proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code chapter 22 or other applicable law.

2.20 Public Records and Request for Confidential Treatment.

Original information submitted by a Bidder may be treated as public information by the Agency following the conclusion of the selection process unless the Bidder properly requests that information be treated as confidential at the time of submitting the Bid Proposal. See the Bid Proposal Formatting Section for the proper method for making such requests. The Agency's release of information is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a Bid Proposal. The Agency will copy public records as required to comply with public records laws.

The Agency will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code chapter 22 or other applicable law by a court of competent jurisdiction. However, the Bidder shall certify by signing and returning RFP Attachment B its

understanding that any Agency references to Bid Proposal information marked confidential made during the evaluation process may become part of the public domain.

In the event the Agency receives a request for information marked confidential, written notice shall be given to the Bidder seventy-two (72) hours prior to the release of the information to allow the Bidder to seek injunctive relief pursuant to Iowa Code § 22.5 or 22.8.

The Bidder's failure to request confidential treatment of material pursuant to this section and the relevant law will be deemed, by the Agency and State personnel, as a waiver of any right to confidentiality that the Bidder may have had.

2.21 Copyrights.

By submitting a Bid Proposal, the Bidder agrees that the Agency may copy the Bid Proposal for purposes of facilitating the evaluation of the Bid Proposal or to respond to requests for public records. By submitting a Bid Proposal, the Bidder acknowledges that additional copies may be produced and distributed, and represents and warrants that such copying does not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in the Bid Proposals.

2.22 Release of Claims.

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

2.23 Reserved. (Presentations)

2.24 Notice of Intent to Award.

Notice of Intent to Award will be sent to all Bidders that submitted a Bid Proposal by the due date and time. The Notice of Intent to Award does not constitute the formation of a contract between the Agency and the apparent successful Bidder.

2.25 Acceptance Period.

The Agency shall make a good faith effort to negotiate and execute the contract. If the apparent successful Bidder fails to negotiate and execute a contract, the Agency may, in its sole discretion, revoke the Notice of Intent to Award and negotiate a contract with another Bidder or withdraw the RFP. The Agency further reserves the right to cancel the Notice of Intent to Award at any time prior to the execution of a written contract.

2.26 Review of Notice of Disqualification or Notice of Intent to Award Decision.

Bidders may request reconsideration of either a notice of disqualification or notice of intent to award decision by submitting a written request to the Agency:

Bureau Chief
c/o Bureau of Service Contract Support
Department of Health and Human Services
Hoover State Office Building, 1st Floor
1305 E. Walnut Street
Des Moines, Iowa 50319-0114
email: reconsiderationrequest@dhs.state.ia.us

The Agency must receive the written request for reconsideration within five days from the date of the notice of disqualification or notice of intent to award decision, whichever is earlier. The written request may be mailed, emailed, or delivered. It is the Bidder's responsibility to assure timely delivery of the request for reconsideration. The request for reconsideration shall clearly and fully identify all issues being contested by reference to the page and section number of the RFP. If a Bidder submitted multiple Bid Proposals and requests that the Agency

reconsider a notice of disqualification or notice of intent to award decision for more than one Bid Proposal, a separate written request shall be submitted for each. At the Agency's discretion, requests for reconsideration from the same Bidder may be reviewed separately or combined into one response. The Agency will expeditiously address the request for reconsideration and issue a decision. The Bidder may choose to file an appeal with the Agency within five days of the date of the decision on reconsideration in accordance with 441 IAC 7.41 et seq.

2.27 Definition of Contract.

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

2.28 Choice of Law and Forum.

This RFP and the resulting contract are governed by the laws of the State of Iowa without giving effect to the conflicts of law provisions thereof. Changes in applicable laws and rules may affect the negotiation and contracting process and the resulting contract. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought and maintained in the appropriate Iowa forum.

2.29 Restrictions on Gifts and Activities.

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

2.30 Exclusivity.

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

2.31 No Minimum Guaranteed.

The Agency anticipates that the selected Bidder will provide services as requested by the Agency. The Agency does not guarantee that any minimum compensation will be paid to the Bidder or any minimum usage of the Bidder's services.

2.32 Use of Subcontractors.

The Agency acknowledges that the selected Bidder may contract with third parties for the performance of any of the Contractor's obligations. The Agency reserves the right to provide prior approval for any subcontractor used to perform services under any contract that may result from this RFP.

2.33 Bidder Continuing Disclosure Requirement.

To the extent that Bidders are required to report incidents when responding to this RFP related to damages, penalties, disincentives, administrative or regulatory proceedings, founded child or dependent adult abuse, or felony convictions, these matters are subject to continuing disclosure to the Agency. Incidents occurring after submission of a Bid Proposal, and with respect to the successful Bidder after the execution of a contract, shall be disclosed in a timely manner in a written statement to the Agency. For purposes of this subsection, timely means within thirty (30) days from the date of conviction, regardless of appeal rights.

Section 3 How to Submit A Bid Proposal: Format and Content Specifications

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

3.1 Bid Proposal Formatting.

| Subject | Specifications |
|---|--|
| Paper Size | 8.5" x 11" paper (one side only). Charts or graphs may be provided on legal-sized paper. |
| Font | Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial. |
| Page Limit | Pages included in Proposal Tab 3 and any attachments the Bidder creates in a "Tab 3 Attachments" section is limited to 75 pages. See Section 3.2 for further information about Tab 3 Attachments. |
| Pagination | All pages in Proposal Tabs 1-5 are to be sequentially numbered from beginning to end (do not number these Proposal sections independently of each other). The contents in Proposal Tab 6 may be numbered independently of other sections. |
| Bid Proposal General Composition | <ul style="list-style-type: none"> • Bid Proposals shall be divided into two parts: Technical Proposal and Cost Proposal. • Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. • Bid Proposals must be bound and use tabs to label sections. |
| Envelope Contents and Labeling | <ul style="list-style-type: none"> • Envelopes shall be addressed to the Issuing Officer. • The envelope containing the original Bid Proposal shall be labeled "original" and each envelope containing a copy of the Bid Proposal shall be labeled "copy." Each envelope must be numbered to correspond with the number of copies of Proposals. • The Technical and Cost Proposals must be packaged separately with each copy in its own envelope. All envelopes may be included in the same box |
| Number of Hard Copies | Submit one (1) original hard copy of the Proposal and 1 identical copy of the original. The original hard copy must contain original signatures. |
| USB Flash Drive | <ul style="list-style-type: none"> • The Technical Proposal and Cost Proposal must be provided on separate USB flash drives. The USB flash drives must be placed in the envelope with the original Bid Proposal. • The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents. |
| Request for Confidential Treatment | <p>Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:</p> <ul style="list-style-type: none"> • The Bidder will complete the appropriate section of the Primary Bidder Detail Form & Certification which requires the specific statutory citation supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public. • The Bidder shall submit one (1) complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a "public copy", and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential. • The Cost Proposal will be part of the ultimate contract entered into with the successful |

| Subject | Specifications |
|---|--|
| | <p>Bidder. Pricing information may not be designated as confidential material. However, Cost Proposal supporting materials may be marked confidential if consistent with applicable law.</p> <ul style="list-style-type: none"> • The transmittal letter may not be marked confidential. • The Bidder shall submit a USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This USB flash drive shall be clearly marked as a “public copy”. • The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents. |
| <p>Exceptions to RFP/Contract Language</p> | <p>If the Bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail & Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.</p> <p>The Agency reserves the right to either execute a contract without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.</p> |

3.2 Contents and Organization of Technical Proposal.

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

3.2.1 Information to Include Behind Tab 1: Transmittal Letter.

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

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

The Bid Proposal must contain a table of contents.

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

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

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

Note:

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

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

3.2.3.1 Information Bidders Must Submit That is Specific to This RFP.

The Agency is requesting the following information in addition to the contents immediately above. Include in the Proposal the following:

- Deliverables Workplan
 - Bidder shall include, in this section, a draft work plan for the Deliverables specifically outlined in Section 1.3 which shall include, but is not necessarily limited to:
 - A timeline of activities;
 - Specific activities to complete and who will be responsible for each;
 - Specific data needs from the Agency and other state agencies and/or stakeholders; and
 - Target dates for completion of all activities to meet identified performance measures.
- MOMS Provider Opportunity Draft Timeline
 - Bidder shall include, in this section, a draft procurement timeline for the MOMS Provider Opportunity as described in RFP Section 1.3.2.1. This shall include, but not be limited to:
 - A comprehensive timeline of all activities to be performed by the Contractor.
 - Specific timeframes for Agency review and approval of required work products.

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

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

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

- A. Project title;
- B. Project role (primary Contractor or subcontractor);
- C. Name of client agency or business, including contact information (address, telephone number, and email address) for the client's project manager.
- D. General description of the scope of work;
- E. Start and end dates of contract as originally entered into between the parties;
- F. If there were any alteration(s) to the contract timeframe(s) or the contract was terminated for any other reason before completion of all obligations under the contract provisions, fully explain the reason(s) for the alteration or termination;
- G. Total value of the contract at the time it was executed and any alteration(s) to that amount. Provide reason(s) for the alteration(s) to the contract value;
- H. Whether the services were provided timely, targeted goals met, and within budget;
- I. Any damages, penalties, disincentives assessed, or payments withheld, or anything of value traded or given up by the Bidder that are valued at or above \$5,000. Include the estimated cost assessed against the Bidder for the incident with the details of the occurrence;
- J. Any administrative or regulatory proceedings or adjudicated matters related to each similar service to which the Bidder has been a party; and
- K. Any Inspector General audits or report findings related to Project role.

3.2.4.3 Letters of reference from two (2) entities knowledgeable of the Bidder's performance in providing services similar to those sought in this RFP, including a contact person, telephone number, and email address for each reference. It is preferred that letters of reference are provided for services that were procured in a competitive environment. Form letters of reference that do not elaborate on the Bidder's performance under the specific relationships addressed in the reference letter may negatively impact the Bidder's evaluation/score. Persons who are currently employed by the Agency are not eligible to be references.

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

3.2.5 Information to Include Behind Tab 5: Personnel.

The Bidder shall provide the following information regarding personnel:

3.2.5.1 Tables of Organization.

Illustrate the lines of authority in two tables:

- One showing overall operations.
- One showing staff who will provide services under the RFP.

3.2.5.2 Names and Credentials of Key Corporate Personnel.

- Include the names and credentials of the owners and executives of your organization and, if applicable, their roles on this project.
- Include names of the current board of directors, or names of all partners, as applicable.
- Include resumes for all key corporate, administrative, and supervisory personnel who will be involved in providing the services sought by this RFP. The resumes should include name, education, years of experience, and employment history, particularly as it relates to the scope of services specified herein. Resumes shall not include social security numbers.

3.2.5.3 Information About Project Manager and Key Project Personnel.

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

3.2.5.4 Disclosures.

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

3.2.6 Information to Include Behind Tab 6: RFP Forms.

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

- Attachment A – Release of Information form
- Attachment B – Primary Bidder Detail & Certification Form
- Attachment C – Subcontractor Disclosure Form (one for each proposed subcontractor)
- Attachment E – Certification and Disclosure Regarding Lobbying
- Attachment H – Bidder Attestation Form

3.3 Cost Proposal.***Pricing Restrictions.*****Content and Format.**

The Bidder shall fully complete Attachment I Cost Proposal Form that has been provided with this RFP. Bidders shall follow the instructions for completion of the cost proposal form and submit it in accordance with the Bid Proposal Formatting Section of this RFP.

Administrative Costs.

The Agency is placing a cap on the amount of funds that may be spent for Administrative Costs in any contract(s) resulting from this RFP. Spending on Administrative Costs under each contract, for both the contractor and all their subcontractors, cannot exceed 15% of the total contract amount.

Section 4 Evaluation Of Bid Proposals

4.1 Introduction.

This section describes the evaluation process that will be used to determine which Bid Proposal provides the greatest benefit to the Agency. When making this determination, the Agency will not necessarily award a contract to the Bidder offering the lowest cost to the Agency or to the Bidder with the highest point total. Rather, a contract will be awarded to the Bidder that offers the greatest benefit to the Agency.

4.2 Evaluation Committee.

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

4.3 Proposal Scoring and Evaluation Criteria.

The evaluation committee will use the method described in this section to assist with initially determining the relative merits of each Bid Proposal.

Scoring Guide.

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

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

Technical Proposal Components.

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

| <u>Technical Proposal Components</u> | <u>Weight</u> | <u>Score (0-4)</u> | <u>Potential Maximum Points</u> |
|--|----------------------|---------------------------|--|
| Statewide Comprehensive Assessment of Pregnancy Support Services Programs (Section 1.3.1, Section 3.2.3) | 40 | ----- | 160 |
| MOMS Provider Opportunity (Section 1.3.2.1, Section 3.2.3, MOMS Provider Opportunity Timeline as described in Section 3.2.3.1) | 100 | ----- | 400 |
| Ongoing Contract Management and Monitoring (Section 1.3.2.2, Section 3.2.3) | 100 | ----- | 400 |
| Training and Technical Assistance (Section 1.3.2.3, Section 3.2.3) | 60 | ----- | 240 |
| Communication and Outreach Promoting Healthy Pregnancies and Childbirth (Section 1.3.3, Section 3.2.3) | 50 | ----- | 200 |
| MOMS Program Evaluation (Section 1.3.4, Section 3.2.3) | 50 | ----- | 200 |
| Deliverables Workplan (Section 3.2.3.1) | 75 | ----- | 300 |
| Bidder's Background and Experience (Section 3.2.4) | 75 | ----- | 300 |
| Personnel (Section 3.2.5) | 75 | ----- | 300 |
| <i>TOTAL POINTS POSSIBLE</i> | 625 | | 2500 |

Scoring of Cost Proposal Pricing.

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

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

Total Points Assigned to Pricing: 500.

Total Points Possible for Technical and Cost Proposals: 3,000

4.4 Recommendation of the Evaluation Committee.

The evaluation committee shall present a final ranking and recommendation(s) to the Contract Owner for consideration. In making this recommendation, the committee is not bound by any scores or scoring system used to assist with initially determining the relative merits of each Bid Proposal. This recommendation may include, but is not limited to, the name of one or more Bidders recommended for selection or a recommendation that no Bidder be selected. The Contract Owner shall consider the committee's recommendation when making the final decision but is not bound by the recommendation. A representative of the Department of Health and Human Services Division of Fiscal Management will review the financial information of the apparent successful Bidder and provide information for the Deputy Director's consideration when making the final decision.

Attachment A: Release of Information

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

_____ (name of Bidder) hereby authorizes any person or entity, public or private, having any information concerning the Bidder’s background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in this RFP, to release such information to the Agency.

The Bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Bidder acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Agency or may otherwise hurt its reputation or operations. The Bidder is willing to take that risk. The Bidder agrees to release all persons, entities, the Agency, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

Printed Name of Bidder Organization

Signature of Authorized Representative

Date

Printed Name

Attachment B: Primary Bidder Detail & Certification Form

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

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

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

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

PRIMARY BIDDER CERTIFICATIONS

1. BID PROPOSAL CERTIFICATIONS. By signing below, Bidder certifies that:

- 1.1 Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail & Certification Form. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal. The Bidder accepts and shall comply with all Contract Terms and Conditions contained in the Sample Contract without change except as set forth in the Contract;
- 1.2 Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein;
- 1.3 Bidder has received any amendments to this RFP issued by the Agency;
- 1.4 No cost or pricing information has been included in the Bidder’s Technical Proposal;
- 1.5 If Bidder requests confidential treatment of any information submitted in its Proposal, the Bidder expressly acknowledges and agrees that the Agency’s evaluation document(s) may reference information of which the Bidder requested confidential treatment in the Bid Proposal. These Agency evaluation documents may then be in the public domain and be open to inspection by interested parties upon the Agency’s issuance of a Notice of Intent to Award. The Agency will not redact information or references to information in evaluation documents even in instances which a Bidder requested confidential treatment in the Bid Proposal; and,
- 1.6 The person signing this Bid Proposal certifies that he/she is the person in the Bidder’s organization responsible for, or authorized to make decisions regarding the prices quoted and, Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier.

2. SERVICE AND REGISTRATION CERTIFICATIONS. By signing below, Bidder certifies that:

- 2.1 Bidder certifies that the Bidder’s organization has sufficient personnel and resources available to provide all services proposed by the Bid Proposal, and such resources will be available on the date the RFP states services are to begin. Bidder guarantees personnel proposed to provide services will be the personnel providing the services unless prior approval is received from the Agency to substitute staff;
- 2.2 Bidder certifies that if the Bidder is awarded the contract and plans to utilize subcontractors at any point to perform any obligations under the contract, the Bidder will (1) notify the Agency in writing prior to use of the subcontractor, and (2) apply all restrictions, obligations, and responsibilities of the resulting contract between the Agency and contractor to the subcontractors through a subcontract. The contractor will remain responsible for all Deliverables provided under this contract;
- 2.3 Bidder either is currently registered to do business in Iowa or agrees to register if Bidder is awarded a Contract pursuant to this RFP;
- 2.4 Bidder certifies it is either: 1) registered or will become registered with the Iowa Department of Revenue to collect and remit Iowa sales and use taxes as required by Iowa Code chapter 423; or 2) not a “retailer” of a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Bidder also acknowledges that the Agency may declare the Bid Proposal void if the above certification is false. Bidders may register with the Department of Revenue online at: <http://www.state.ia.us/tax/business/business.html>; and,
- 2.5 Bidder certifies it will comply with Davis-Bacon requirements if applicable to the resulting contract.

3. EXECUTION.

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

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

Attachment C: Subcontractor Disclosure Form

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

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

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

By signing below, Subcontractor agrees to the following:

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

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

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

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

Attachment D: Additional Certifications
(Do not return this page with the Bid Proposal.)

1. CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

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

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

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

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

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Bidder shall provide immediate written notice to the person to whom this Bid Proposal is submitted if at any time the Bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The Bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.
5. The Bidder further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND/OR VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

1. The Bidder certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the Bidder is unable to certify to any of the statements in this certification, such Bidder shall attach an explanation to this Proposal.

4. CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994

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

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

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

5. CERTIFICATION REGARDING DRUG FREE WORKPLACE

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

- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon employees for drug abuse violations;
 - c. making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (a);
 - d. notifying the employee in the statement required by subparagraph (a), that as a condition of employment on such contract, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
 - e. notifying the contracting agency within 10 days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - f. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and
 - g. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f).
2. **Requirement for Individuals.** If the Bidder is an individual, by signing and submitting this Bid Proposal the Bidder agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.
 3. **Notification Requirement.** The Bidder shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):
 - a. take appropriate personnel action against such employee up to and including termination; or
 - b. require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

6. NON-DISCRIMINATION

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

Attachment E: Certification and Disclosure Regarding Lobbying
(Return this executed form behind Tab 6 of the Bid Proposal.)

Instructions:

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Statement for Loan Guarantees and Loan Insurance

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

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

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

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

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

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

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

Additional Attachments Specific To This RFP

Attachment H – Bidder Attestation Form

Attachment I – Cost Proposal Form

Attachment J – Intent to Bid Template

Attachment K – Bidder Written Questions Template

Attachment L – Iowa Code 217.41C

Attachment: Sample Contract

(These contract terms contained in the Special Terms, General Terms, and Contingent Terms for Services Contracts are not intended to be a complete listing of all contract terms but are provided only to enable Bidders to better evaluate the costs associated with the RFP and the potential resulting contract. Bidders should plan on such terms being included in any contract entered into as a result of this RFP. All costs associated with complying with these terms should be included in the Cost Proposal or any pricing quoted by the Bidder. See RFP Section 3.1 regarding Bidder exceptions to contract language.)

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

CONTRACT DECLARATIONS AND EXECUTION

| | |
|-----------------|--|
| RFP # | Contract # |
| FWBP-EIS-24-116 | <i>{To be completed when contract is drafted.}</i> |

| |
|--|
| Title of Contract |
| <i>{To be completed when contract is drafted.}</i> |

This Contract must be signed by all parties before the Contractor provides any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. This Contract is entered into by the following parties:

| | |
|---|--|
| Agency of the State (hereafter “Agency”) | |
| Name/Principal Address of Agency: Iowa Department of Health and Human Services 321 E. 12 th Street Des Moines, IA 50319-0114 | Agency Billing Contact Name / Address: <i>{To be completed when contract is drafted.}</i> |
| Agency Contract Manager (hereafter “Contract Manager”) /Address (“Notice Address”): <i>{To be completed when contract is drafted.}</i> | Agency Contract Owner (hereafter “Contract Owner”) / Address: <i>{To be completed when contract is drafted.}</i> |

| | |
|---|---|
| Contractor: (hereafter “Contractor”) | |
| Legal Name: <i>{To be completed when contract is drafted.}</i> | Contractor’s Principal Address: <i>{To be completed when contract is drafted.}</i> |
| Tax ID #: <i>{To be completed when contract is drafted.}</i> | Organized under the laws of: <i>{To be completed when contract is drafted.}</i> |
| Contractor’s Contract Manager Name/Address (“Notice Address”): <i>{To be completed when contract is drafted.}</i> | Contractor’s Billing Contact Name/Address: <i>{To be completed when contract is drafted.}</i> |

| Contract Information | |
|--|--|
| Start Date: <i>{To be completed when contract is drafted.}</i> | End Date of Base Term of Contract: End Date of Contract: <i>{To be completed when contract is drafted.}</i> |
| Possible Extension(s): <i>{To be completed when contract is drafted.}</i> | |
| Contract Contingent on Approval of Another Agency: No | ISPO Number: N/A |
| Contract Include Sharing SSA Data? No | DoIT Number: N/A |

Contract Execution

This Contract consists of this Contract Declarations and Execution Section, the Special Terms, any Special Contract Attachments, the General Terms for Services Contracts, and the Contingent Terms for Service Contracts.

In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

{To be completed when contract is drafted.}

1.2 Contract Purpose.

{To be completed when contract is drafted.}

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

{To be completed when contract is drafted.}

1.3.2 Performance Measures.

{To be completed when contract is drafted.}

1.3.3 Agency Responsibilities.

DHS Responsibilities

1.3.4 Monitoring, Review, and Problem Reporting.

1.3.4.1 Agency Monitoring Clause. The Contract Manager or designee will:

- Verify Invoices and supporting documentation itemizing work performed prior to payment;
- Determine compliance with general contract terms, conditions, and requirements; and
- Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:

Monitoring Clause

1.3.4.2 Agency Review Clause. The Contract Manager or designee will use the results of monitoring activities and other relevant data to assess the Contractor's overall performance and compliance with the Contract. At a minimum, the Agency will conduct a review annually, however, reviews may occur more frequently at the Agency's discretion. As part of the review(s), the Agency may require the Contractor to provide additional data, may perform on-site reviews, and may consider information from other sources.

The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person. During the review meetings, the parties will discuss the Deliverables that have been provided or are in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency's contract monitoring activities.

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

The Agency's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The Agency's inability to identify the extent of a problem or the extent of

damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

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

1.3.5 Contract Payment Clause.

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

{To be completed when contract is drafted.}

1.3.5.2 Payment Methodology.

{To be completed when contract is drafted.}

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

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

1.3.5.5 Payment of Invoices. The Agency shall verify the Contractor's performance of the Deliverables and timeliness of Invoices before making payment. The Agency will not pay Invoices that are not considered timely as defined in this Contract. If the Contractor wishes for untimely Invoice(s) to be considered for payment, the Contractor may submit the Invoice(s) in accordance with instructions for the Long Appeal Board Process to the State Appeal Board for consideration. Instructions for this process may be found at:

http://www.dom.state.ia.us/appeals/general_claims.html.

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

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

1.4 Insurance Coverage.

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

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

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

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

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

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

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

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

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

1.6 Reserved. (Labor Standards Provisions.)

*****IF Performance Security*****

1.8 Incorporation of General and Contingent Terms.

1.8.1 General Terms for Service Contracts (“Section 2”). The version of the General Terms for Services Contracts Section posted to the Agency’s website at <https://dhs.iowa.gov/contract-terms> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The General Terms for Service Contracts may be referred to as Section 2.

The contract warranty period (hereafter "Warranty Period") referenced within the General Terms for Services Contracts is as follows: The term of this Contract, including any extensions.

1.8.2 Contingent Terms for Service Contracts (“Section 3”). The version of the Contingent Terms for Services Contracts posted to the Agency’s website at <https://dhs.iowa.gov/contract-terms> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into the Contract by reference. The Contingent Terms for Service Contracts may be referred to as Section 3.

All of the terms set forth in the Contingent Terms for Service Contracts apply to this Contract unless indicated otherwise in the table below:

| | |
|---|--|
| <p>Contract Payments include Federal Funds? No <i>{The items below will be completed if the Contract includes Federal Funds}</i> The Contractor for federal reporting purposes under this Contract is a: <i>{To be completed when contract is drafted.}</i> Office of Child Support Enforcement (“OCSE”) Funded Percentage: <i>{To be completed when contract is drafted.}</i> Federal Funds Include Food and Nutrition Service (FNS) funds? <i>{To be completed when contract is drafted.}</i> DUNS #: <i>{To be completed when contract is drafted.}</i> The Name of the Pass-Through Entity: <i>{To be completed when contract is drafted.}</i> CFDA #: <i>{To be completed when contract is drafted.}</i> Grant Name: <i>{To be completed when contract is drafted.}</i> Federal Awarding Agency Name: <i>{To be completed when contract is drafted.}</i></p> | |
| <p>Contractor a Business Associate? No</p> | <p>Contractor a Qualified Service Organization? No</p> |
| <p>Contractor subject to Iowa Code Chapter 8F? Yes</p> | <p>Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)? No</p> |