

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	Child Care Collaborative of Iowa, Shared Services Alliance Hubs	RFP Number:	01-1730-8220624
Agency:	Iowa Department of Management, Early Childhood Iowa		
State seeks to purchase:	<p>Shared services alliances support a partnership of child care providers and aim to strengthen systems and improve efficiency at the provider level by sharing resources to leverage economies of scale. Shared services alliances can assist providers in a variety of areas, and each shared services alliance is customized based on the needs identified by its members. All shared services alliances share the goal of strengthening business across the participating early learning programs by creating structures that enable the sharing of administrative personnel, information, and resources.</p> <p>Each shared services alliance is organized by a “Hub,” which will be the Applicant for this RFP. The Hub serves as the coordinator, assists in helping child care providers identify their common needs, and facilitates the coordination and implementation of the agreed-upon shared services, which is limited to the categories identified in the background information in Section 1, Item 1.4.</p> <p>There will be up to ten (10) contracts awarded with award amounts not to exceed \$250,000 per awarded contract.</p>		
Available to other State agencies?			yes
Available to Political Subdivisions?			yes
Number of mos. or yrs. of the initial term of the contract:	19 months	Number of possible annual extensions:	0
Initial Contract term beginning:	Date: Dependent upon an award and signed contract	Ending:	Date: June 30, 2024
State Issuing Officer:			
Name: Amanda Winslow			
Phone and Email: 515-242-5895 amanda.winslow@iowa.gov			
PROCUREMENT TIMETABLE—Event or Action:		Date/Time (Central Time):	
State Posts Notice of RFP on TSB website		Date/Time: August 23, 2022 @ 12:00pm	
State Issues RFP		Date/Time: August 25, 2022 @ 12:00pm	
RFP written questions, requests for clarification, and suggested changes from Respondents due via email to: amanda.winslow@iowa.gov no later than 5:00pm on September 9, 2022		Date: September 9, 2022	
Agency’s written response to RFP questions, requests for clarifications and suggested changes due:		Date: September 16, 2022	
Proposals Due Date:		Date: Mailed and Postmarked by September 30, 2022	
Mailed to:			

Amanda Winslow, Issuing Officer Iowa Department of Management, Early Childhood Iowa State Capitol, Room 13 Lead Agency Address 1007 E Grand Avenue Des Moines, IA 50319		
Anticipated Date to issue Notice of Intent to Award:		Date: October 28, 2022
Anticipated Date to execute contracts:		Date: November 4, 2022
Relevant Websites:	Web-address:	
Internet website where Addenda to this RFP will be posted:	http://bidopportunities.iowa.gov/	
Internet website where contract terms and conditions are posted:	https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf https://das.iowa.gov/sites/default/files/procurement/pdf/Terms%20and%20Conditions%20for%20Federal%20Compliance.pdf	
Firm Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm:		120 Days

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SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 5 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) up to the number of annual extensions identified on the RFP cover sheet.

1.2 Definitions

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

“Agency” means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.

“Applicant” An organization that meets requirements to work with the State of Iowa and has experience facilitating or convening entities and submits the grant application.

“Child Care Administrator” An individual who supervises and exercises direct administrative control over a child care provider and who is responsible for its program and personnel, whether the person has an ownership interest in the provider or shares duties with other persons.

“Contract” means the contract(s) entered into with the successful Respondent(s) as described in Section 7.1.

“Contractor” means the successful Respondent to this RFP that is awarded a contract.

“Day(s)” The term ‘day(s)’ is defined as calendar day(s) unless otherwise specified.

“Early Childhood Educator (ECE)” Early Childhood Educators are employed by an Eligible Child Care Provider that serves children from birth through twelve (12) years of age.

“Eligible Child Care Provider” Child care program located in Iowa that is licensed as a center or registered as a child development home and is in good standing with the Iowa Department of Health and Human Services.

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

“Grantee” A successful Applicant that receives a contract under this RFP.

“Hub” Backbone organization that serves as the centralized infrastructure to offer a service (s). Essentially the hub is the organization that is offering the service provided.

"IQ4K®" – Quality rating and improvement system for child care providers that is voluntary in Iowa.

"Iron Triangle of Early Childhood Education (ECE) Finance (Iron Triangle)- definition by Opportunities Exchange Inc. " A financial model for early learning programs that includes three key factors: full enrollment, full fee collection, and revenues covering per-child costs.

"New eligible child care provider" Eligible child care provider operating for less than one year.

"Proposal" means the Respondent's proposal submitted in response to the RFP.

"QRS" - Quality rating system for child care and early learning programs in Iowa.

"Respondent" means a vendor submitting a Proposal in response to this RFP.

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

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

"RFP" means this Request for Proposal and any attachments, exhibits, schedules or addenda hereto.

"Shared Services Alliance Hub (SSA)" A group of child care providers that, with the help of a backbone organization (Lead Entity), create a centralized infrastructure to reduce costs, strengthen management systems, create efficient and standardized processes, and eliminate duplication of services by sharing resources, staff, and services, and are working toward quality improvement.

"Shared Services Alliance Hub Members" Eligible child care providers who belong to a Shared Services Alliance Hub.

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

"T.E.A.C.H. Early Childhood® IOWA" (Teacher Education and Compensation Helps) is a comprehensive scholarship program that provides the early childhood workforce access to educational opportunities and is helping establish a well-qualified, fairly compensated and stable workforce for our children.

"WAGE\$ IOWA" is a salary supplement program offered by Iowa AEYC. As with T.E.A.C.H. Early Childhood® IOWA, WAGE\$ is a licensed program of Child Care Services Association. WAGE\$ offers

salary supplements (also called stipends) to the early care and education workforce, based on the individual's level of formal education and commitment to their program.

1.3 Overview of the RFP Process

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

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

It is the Agency's intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with evaluation and selection criteria provided in this RFP.

1.4 Background Information

The Early Childhood Iowa (ECI) initiative has a long and rich history of investing in young children and their families. In 1998 the Iowa legislature created Iowa Community Empowerment, known today as ECI and governed by Iowa Code 256I. ECI provides comprehensive systems coordination to support healthy growth and development of children, families, and communities via complex and strategic actions that deliberately incorporate roles and responsibilities of all citizens; guided by the ECI statewide strategic plan to move closer to ensuring ECI's vision that "Every child, beginning at birth, will be healthy and successful."

One goal in the ECI statewide strategic plan is to 'promote a coordinated infrastructure to advance the early childhood system.' Child care is a required infrastructural support for families with young children, employers, communities, and Iowa's economy. Families with young children need quality, accessible child care for parents to enter, be productive and remain in the workforce. Iowa employers continue to struggle to find and retain employees which then impacts local communities and Iowa's economy. While there is a strong need for child care, child care businesses are struggling to remain sustainable which then impacts families' access to child care. Shared services is a promising practice strategy to improve business operations and sustainability of child care businesses.

A June 2016 brief, "[Shared Services as a Strategy to Support Child Care Providers](#)," issued by the Early Learning Challenge Technical Assistance (ELC TA) Program, outlines the shared services framework and includes a quote from Louise Stoney, Opportunities Exchange, who first introduced this concept: "At its core, Shared Services is a simple idea: organizations can reduce costs and improve the strength of management and the quality of services by sharing administrative functions with other organizations that provide the same types of services. By joining forces, [Early Childhood Education] programs are able to stay small, preserving intimacy important to families, while also able to improve long term financial strength and management capacity and the ability to provide a high-quality service."

Shared services alliances support a partnership of child care providers and aim to strengthen systems and improve efficiency at the provider level by sharing resources to leverage economies of scale. Shared services alliances can assist providers in a variety of areas, and each shared services alliance is customized based upon the needs identified by its shared services alliance members. All shared services alliances share the goal of strengthening business operations across the participating early learning programs by creating structures that enable the sharing of staff, information, and resources.

Each shared services alliance is organized by a “hub,” which will be the Applicant for this RFP. The Hub serves as the backbone organization, assists in helping child care providers identify their common needs, and facilitates the coordination and implementation of the agreed-upon shared services, which is limited to the following categories for this RFP:

- Bulk purchasing of goods and services, including but not limited to classroom supplies and equipment, etc.
- Benefits: Health care, (including navigation support for the Affordable Care Act Exchange), retirement, telemedicine, paid time off, health savings accounts, etc.
- Tax preparation and support
- Accounting and bookkeeping
- Marketing, recruitment (children/parents) and enrollment support
- Non-profit board consultation, education, and management supports
- Payroll processing
- Child and Adult Care Food Program (CACFP) administration
- Human resources support, including salary scale, job descriptions, staff recruitment, screening, on-boarding, human resources policies
- Legal support
- Technology support - hardware and software and connectivity
- Billing and fee collection
- Facilitating provider access to multiple funding streams, including: private scholarships, child care subsidy, Head Start and Early Head Start, PreK, etc; and helping families access public subsidy
- Transportation services
- Fundraising and development support
- Farm to Table - work with local producers to leverage access to fresh foods
- Liability insurance awareness and enrollment support
- Facility repair, maintenance, janitorial services

In addition to selecting two or more of the above services, each Shared Services Alliance Hub must agree to ensure that all participating providers use an automated child care management system to support operations and data collection to track business metrics. Additionally, each Hub must agree to collect, track and report results based on the Iron Triangle of ECE Finance.

It is anticipated that each Shared Services Alliance Hub will include a network of center- and/or home-based providers that collectively serve, at minimum, no less than 30 children at start-up with plans to grow to at least 50 children or more.

More information about shared services is found in Attachment #6, Shared Services Resource Links.

SECTION 2 ADMINISTRATIVE INFORMATION
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1.1 Issuing Officer

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

2.2 Restriction on Communication

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

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

2.3 Downloading the RFP from the Internet

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

2.4 Procurement Timetable

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

2.5 Questions, Requests for Clarification, and Suggested Changes

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

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

2.6 Amendment to the RFP

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

2.7 Amendment and Withdrawal of Proposal

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

2.8 Submission of Proposals

The Proposal shall be sent **via hard-copy in a sealed envelope and postmarked by the due date indicated on the cover sheet of the RFP**. Mail the Proposal to:

Amanda Winslow, Issuing Officer
Iowa Department of Management, Early Childhood Iowa
State Capitol, Room 13 Lead Agency Address
1007 E Grand Avenue
Des Moines, IA 50319

The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such as separate envelopes; while the Cost Proposal envelope may be sealed and included within the overall mailed envelope.

This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Respondent. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. Electronic mail and faxed Proposals will not be accepted. Plan accordingly.

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

2.9 Proposal Opening

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

2.10 Costs of Preparing the Proposal

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

2.11 No Commitment to Contract

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

2.12 Rejection of Proposals

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

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

2.13 Nonmaterial Variances

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

2.14 Reference Checks

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

2.15 Information from Other Sources

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

2.16 Verification of Proposal Contents

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

2.17 Proposal Clarification Process

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

2.18 Disposition of Proposals

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

2.19 Public Records and Requests for Confidential Treatment

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

2.20 Form 22 - Request for Confidentiality

FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.

2.21 Copyright Permission

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

2.22 Release of Claims

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

2.23 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed and evaluated in accordance with Section 6 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State.

2.24 Award Notice and Acceptance Period

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

2.25 No Contract Rights until Execution

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

2.26 Choice of Law and Forum

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

2.27 Restrictions on Gifts and Activities

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

2.28 No Minimum Guaranteed

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

2.29 Post Solicitation Debriefing

A debriefing is available to any Respondent who submitted a proposal in response to this RFP. The Respondent shall submit a written request for a debriefing to the Issuing Officer via email or other delivery method. All Respondents will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled by the Agency as soon as practicable after the receipt of the debriefing request.

2.30 Appeals

Generally. A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Agency may appeal the decision by filing a written Notice of Intent to Appeal (in accordance with Iowa Administrative Code rule 129—11.3) to: The Director of the Department of Management, 1007 E Grand Avenue, Des Moines, Iowa, 50319, and a copy to the Issuing Officer. The Notice of Intent to Appeal must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Agency, exclusive of Saturdays, Sundays, and legal State holidays. Following the Agency's receipt of the Notice of Intent to Appeal, the Agency will transmit to the Appellant the materials required by and in accordance with Iowa Administrative Code rule 129—11.3(2). An Appellant shall not be entitled to additional discovery, materials, or information in furtherance of the Appeal unless and until the proceedings advance to a second tier review pursuant to and in accordance with Iowa Administrative Code chapter 129—11.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

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

3.1.1 The Proposal shall be sent via hard-copy in a sealed envelope and postmarked by the due date indicated on the cover sheet of the RFP. The Proposal shall be divided into two parts: (1) the Technical Proposal (via a fully completed and typed fillable PDF form as provided

with the RFP) and (2) the Cost Proposal (via the provided Attachment #5). The Technical Proposal and the Cost Proposal shall be labeled as such as separate envelopes; while the Cost Proposal envelope may be sealed and included within the overall mailed envelope. The envelopes shall be labeled with the following information:

RFP 01-1730-8220624 – Respondent Name –Technical Proposal

RFP 01-1730-8220624 – Respondent Name –Cost Proposal

3.1.2 If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit a public copy Proposal from which confidential information has been excised as provided in Section 2 and which is marked “Public Copy”.

RFP 01-1730-8220624 – Respondent Name – Public Copy

3.1.3 Proposals shall not contain promotional or display materials.

3.1.4 Attachments shall be referenced in the Proposal.

3.1.5 A Respondent can submit more than one proposal. If a Respondent chooses to do so, each shall be labeled and submitted as a separate Proposal and each will be evaluated separately.

3.2 Proposal Contents

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

3.2.1 Certification Letter (Required)

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

3.2.2 Mandatory Specifications and Scored Technical Specifications

The Respondent shall complete the provided PDF fillable form in its entirety with relevant signatures and dates as requested within the PDF fillable form. The Respondent shall answer whether or not it will comply with each specification in Section 5 of the RFP. Where the context requires more than a yes or no answer or the specific specification so indicates, Respondent shall explain how it will comply with the specification. Merely repeating the Section 5 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

3.2.3 Respondent Background Information

The Respondent shall provide the following general background information:

3.2.3.1 Name, address, telephone number, and e-mail address of the Respondent.

- 3.2.3.2** Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company.
- 3.2.3.3** Identify the name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use (i.e. to provide/deliver shared services) and the nature of the goods and/or services the subcontractor would perform. If not determined by time of submittal, provide an overview of any criterion you have set for the entity and strategy for identifying the entity to perform the service.
- 3.2.3.4** Respondent's accounting firm. Submit a copy of the Respondent's most-recent audit if one was conducted. IF no audit, describe if the Respondent has an accounting firm or process for conducting the accounting functions for their organization.
- 3.2.3.5** The successful Respondent will be required to register to do business in Iowa before payments can be made.
For vendor registration documents, go to:
<https://das.iowa.gov/procurement/vendors/how-do-business>

3.2.4 Experience

The Respondent must provide the following information regarding its experience and those that would be providing the service(s) identified:

- 3.2.4.1** Number of years in business.
- 3.2.4.2** Number of years of experience with providing the types of goods and/or services sought by the RFP.
- 3.2.4.3** The level of technical experience in providing the types of goods and/or services sought by the RFP.
- 3.2.4.4** A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.

3.2.5 Termination, Litigation, Debarment

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

- 3.2.5.1** Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- 3.2.5.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by the Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.

- 3.2.5.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.
- 3.2.5.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
- 3.2.5.5** Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities.

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

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

3.2.7 Acceptance of Terms and Conditions

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

3.2.8 Authorization to Release Information

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

3.2.9 Firm Proposal Terms

The Respondent shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for the number of days indicated on the RFP cover sheet following the deadline for submitting Proposals.

3.2.10 Addendums

Provide signed copy of posted RFP addendums if addendums are posted prior to the submission deadline.

3.2.11 Request for Confidentiality

The Respondent must sign and submit with the Proposal the document included as Attachment #3 Form 22 – Request for Confidentiality.

3.3 Cost Proposal

The Respondent shall provide its Cost Proposal in a separately sealed envelope for the proposed goods and/or services. This separately sealed envelope shall be included within the overall proposal envelope and labeled, Cost Proposal. The Proposal shall be sent via hard-copy in a sealed envelope and postmarked by the due date indicated on the cover sheet of the RFP. Attachment #5 template shall be used as the Respondent’s Cost Proposal.

SECTION 4 SCOPE OF WORK

4.1 Program Model Overview and Implementation

The goals and required components for each Shared Services Alliance Hub awarded under this RFP are specified in this section of the RFP. Grantees will have access to shared services experts and staff who will provide technical support to help Grantees fully build out their program model, implementation plan, and use of child care management software systems. The State of Iowa’s procurement for identifying up to two financially supported child care management software systems (CCMS) is underway. Awarded Shared Services Alliance Hubs will not manage the CCMS across all members of the network but will help build Alliance membership awareness and use of CCMS. The CCMS will facilitate data sharing, efficient and effective business supports, and enable the Alliance to achieve scale.

The goals of the Shared Services Alliance Hub program model supported under this RFP are:

1. Strengthening business leadership via technology (i.e. utilize child care management software) and a focus on the Iron Triangle of ECE Finance metrics;
2. Reducing administrative overhead (i.e. marketing, enrollment, payroll, billing and fee collection, administrative staff, etc.), staffing costs (i.e. human resource supports, etc.) for Shared Service Alliance Hub Members;
3. Producing tangible cost-savings and increasing revenues for Shared Service Alliance Hub Members;
4. Helping participating programs shift revenue and reinvest cost-savings to improve the quality of child care services, such as increased compensation for child care staff or other goals identified by the Shared Services Alliance Hub Members;
5. Achieving sustainability of the Shared Services Alliance Hub through membership fees and other third-party fundraising to cover the ongoing cost of services provided by the Shared Services Alliance Hub.

4.2 The Grantee will be expected to support a Shared Services Alliance Hub with the intention to meet those stated goals and will include the following components:

1. Commitment to Shared Services Alliance Hub Members success and support:
2. Support and listen to Shared Services Alliance Hub Members, including creating systems for clear communication and feedback loops with and among Shared Services Alliance Hub Members;
3. Create structures that hold Shared Services Alliance Hub Members accountable for establishing effective and efficient business in their programs;
4. Operate efficiently and with a low administrative budget to support the Respondent's own management and oversight of the Shared Services Alliance Hub.

4.3 Basic services to be provided to Shared Services Alliance Hub Members

1. Collect, track and report results based on the Iron Triangle of ECE Finance.
2. Provide at least two or more of the shared services. (Limited to the services listed in Section 1 of this RFP.)

4.4 Commitment to Data Use

1. Implement continuous quality improvement to enhance and modify work throughout the implementation in response to data, Shared Services Alliance Hub Member feedback, and emerging needs;
2. Collect and analyze data metrics on behalf of Shared Services Alliance Hub Members;
3. Regularly present Iron Triangle of ECE Finance data to Shared Services Alliance Hub Members, both individually and as a group, to help guide decisions and understand the impact of shared services.

4.5 Metrics

1. The Hub must design a way to collect baseline data in order to understand the change/impact of the Alliance.
2. Number of Shared Services Alliance Hub Members by child care provider category;
3. Shared Services Alliance Hub financial data (including expenditures of contract funds and other federal/state/private dollars);
4. Overall enrollment as a percentage of staffed capacity;
5. Uncollected revenue by category (family fees, government subsidy, etc.);
6. Personnel cost as a percentage of total program budget;
7. Personnel cost by position type: percentage administration, percentage program (teaching, non-teaching);
8. Level/type of benefits, including but not limited to, paid time off – vacation and sick pay; insurances – health, dental, vision, life, etc.; employer contribution to a ‘qualified’ retirement account; and time out of the classroom for planning/reflective practice;
9. Staff turnover rate;
10. Gross revenue growth; and
11. Operating margin – expenses as a percentage of total revenue
12. Membership fees charged, provider memberships that are cancelled/ended by provider category; services provided/offered; changes over time

SECTION 5 SPECIFICATIONS

Overview

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

5.1 Mandatory Specifications

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

5.1.1 Applicants must be able to do business with the State of Iowa (tax-exempt nonprofit organization, LLC, etc.). Be designated as a tax-exempt organization classified as a Section 501(c)3 under Internal Revenue Code, or local government or 28E status. For vendor registration documents, go to:

<https://das.iowa.gov/procurement/vendors/how-do-business>

5.1.2 Demonstrate the ability to obtain and manage private match of funds and/or services; Match funding is described in 5.2.7 of this RFP.

5.1.3 The ability to pay for services and then submit invoices with supportive documentation to the Agency in order to be reimbursed.

5.1.4 The ability to track and submit required data, such as but not limited to, current expenditures that demonstrate an on-going record of expenditures aligned with the implementation of shared services and remaining available funds.

5.2 Scored Technical Specifications

All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the evaluation committee in accordance with Section 6, Evaluation and Selection.

5.2.1 Provider Participation

5.2.1.1 Identify Eligible Child Care Providers you intend to serve (centers, homes or both)? How many Eligible Child Care Providers do you anticipate will participate in year

one? And in subsequent years? Approximately how many children and families do these providers serve? (100 words?)

5.2.1.2 Explain the current early care and education landscape, access barriers, and needs in the region and Eligible Child Care Providers you intend to target. (200 words)

5.2.1.3 Identify the challenges you anticipate in launching this Shared Services Alliance Hub? What strategies will you take to address these barriers? Examples may include language barriers for providers, educational barriers for teachers, lack of community investment in quality, etc. (200 words)

5.2.2 Organizational Readiness

5.2.2.1 Describe the experience your organization has in improving early care and education business leadership and/or scaling operational efficiency. (200 words)

5.2.2.2 Describe any local, regional, state or national resources your organization can leverage as a match to support the launch and implementation of your Shared Service Alliance Hub. These may be financial, operational, collaborative partnerships, etc. (200 words)

5.2.3 Shared Services Alliance Hub Services

Select all services that will be offered with the launch of your Shared Services Alliance Hub. (Checklist)

- Bulk purchasing of goods and services, including but not limited to classroom supplies and equipment, etc.
- Benefits: Health care, (including navigation support for the Affordable Care Act Exchange), retirement, telemedicine, paid time off, health savings accounts, etc.
- Tax preparation and support
- Accounting and bookkeeping
- Marketing, recruitment (children/parents) and enrollment support
- Non-profit board consultation, education, and management supports
- Payroll processing
- Child and Adult Care Food Program (CACFP) administration
- Human resources support, including salary scale, job descriptions, staff recruitment, screening, on-boarding, human resources policies
- Legal support
- Technology support - hardware and software and connectivity
- Billing and fee collection
- Facilitating provider access to multiple funding streams, including: private scholarships, child care subsidy, Head Start and Early Head Start, PreK, etc; and helping families access public subsidy
- Transportation services
- Fundraising and development support
- Farm to Table - work with local producers to leverage access to fresh foods
- Liability insurance awareness and enrollment support
- Facility repair, maintenance, janitorial services

5.2.4 CCMS Technology

In addition to selecting one or more of the above services, each Shared Services Alliance Hub must agree to ensure that all Shared Services Alliance Hub Members use an automated child care management system (CCMS) to support operations and data collection to track business metrics. Describe how you intend to meet this requirement. (50 words)

5.2.5 Data metrics

Each Shared Services Alliance Hub must agree to collect, track and report results based on the Iron Triangle of ECE Finance. Additional metrics should be specific and relate to individual services offered. Grantees must be able to track baseline and ongoing metrics to show the benefit of shared services for Shared Services Alliance Hub Members. For each service selected, Respondent must detail:

- Proposed metric(s) to be collected, and
- Plan for baseline and ongoing data collection and analysis. (100 words)

5.2.6 Shared Services Alliance Hub Operations

5.2.6.1 What is the target region for your Shared Services Alliance Hub? Identify cities, towns and/or counties the Shared Services Alliance Hub will include. (50 words)

5.2.6.2 Explain the governance and staffing model necessary to operate your Shared Services Alliance Hub. Staffing models should maximize access to needed expertise and minimize cost. Considerations for your staffing model include: (200 words)

- Can your organization's existing staff, consultants and subcontracts with other organizations be leveraged?
- Do you envision staffing from existing personnel or the recruitment of new staff?

5.2.6.3 Describe the membership composition needed to operate your Shared Services Alliance Hub. Include details such as ideal number and type(s) of eligible child care provider, as well as characteristics or experiences that would be beneficial. (150 words)

5.2.7 Match (200 words)

Proposals must include a budget that demonstrates 70% of funding from the Shared Services Alliance Hub contract and 30% from private sector local match. Private match can include the value of the following contributions:

- Cash or private funding
- Provider fees
- Project specific salary - salary expenses for whomever is performing the service (i.e., if payroll, would be the salary expenses for that individual.)
- Labor - costs related to services performed by an organization that is not the respondent

- Materials - items needed for the Shared Services Alliance Hub to do the service identified
- Equipment (i.e. use of computers, software, copy machine, etc.)

Match contributions may be in the form of cash or in-kind services; no more than 10% can be in-kind. For example, a project budget of \$50,000 is eligible to apply for \$35,000 in funds from the Shared Services Alliance Hub contract. Of the \$15,000 match requirement, \$1,500 can be an in-kind match.

Cash-match: Cash that is contributed specifically to cover the actual costs of a program and name of the private source.

In-kind match: Direct contributions to the project in the form of an effort or dollar value specified. These amounts must be: verifiable, directly necessary for proper and efficient accomplishment of project goals, and from non-governmental sources.

What are the limitations on local match?

If cash-match is identified, a letter from the private source is submitted with the application.

If in-kind match is identified, provide a description of the source(s) of funding within the application.

Local match contributions must be from non-governmental sources;
 The accepted and accounted for match dollars must be received during the project period;
 The same cash, effort and/or goods cannot be used to match more than one project.

5.2.8 Technology -

5.2.8.1 Describe how the needed technology will be used to support the Shared Services Alliance Hub members. (50 words)

5.2.8.2 Describe your organization's current technology infrastructure, include usage of technology and for what purposes. (200 words)

5.2.8.3 Explain your proposed Shared Services Alliance Hub technology solution(s). Note that your technology solution should ensure that Iron Triangle of ECE Finance metrics can be collected and analyzed as well as to facilitate implementation of other services your Shared Services Alliance Hub will offer. (200 words)

5.2.9 Member Recruitment

Describe your organization's plan for identifying Eligible Child Care Providers and sharing the value proposition of shared services. What tools and resources does your organization currently use for communication and marketing to ensure you reach your intended audience? (200 words)

5.2.10 Timeline

Grantees must expend contract funds by June 30, 2024.

Describe your detailed timeline to launch your Shared Services Alliance Hub. Include key milestones such as securing staff and/or contractors, recruiting Eligible Child Care Providers, collecting baseline data, rolling out services/supports identified in your Proposal, etc. (200 words)

5.2.11 Indirect/Administrative Costs

Applicants may charge either in-direct or administrative costs, but not both. If charging administrative costs, costs may not exceed 15% of the total budget.

5.2.12 Sustainability Plan

This contract provides funding for the initial Shared Services Alliance Hub launch and implementation. However, successful Respondents must anticipate how they will ensure sustainability when these contract funds are no longer available. Describe your plan for sustainability, including but not limited to calculating and implementing membership fees, leveraging other third-party funds, maximizing technology and achieving deeper levels of efficiency to lower costs, finding additional partners, etc. (200 words)

5.3 Optional Specifications

All items listed below are optional, non-mandatory specifications. These specifications will be evaluated and scored in the technical proposal. Cost for optional specifications shall be identified in the cost proposal; however, costs for optional specifications will not be considered in the determination of the cost score.

5.3.1 The State of Iowa will prioritize applications that target one or more of the optional specifications. Describe how you will serve eligible child care providers whose enrollment includes: (200 words)

- serving families in the Child Care Assistance Program,
- programs participating in either the IQ4K® or QRS,
- programs serving refugee/minorities/underrepresented populations,
- programs that have staff participating in T.E.A.C.H. Early Childhood® IOWA
- programs that have staff participating in WAGES® IOWA
- new Eligible Child Care Providers (began operations within the previous year)
- participating in a workforce compensation program with community partners

SECTION 6 EVALUATION AND SELECTION
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6.1 Introduction

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

6.2 Evaluation Committee

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

6.3 Technical Proposal Evaluation and Scoring

All Technical Proposals will first be reviewed to determine if they comply with the Mandatory Specifications. The Technical Proposals will then be evaluated and scored on the Scored Technical Specifications described in Section 5.1 and 5.2. To be deemed a Responsive Proposal, the Proposal must:

1. Answer "Yes" to all parts of Section 5.1 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
2. Obtain the minimum score for the Technical Proposal.
3. Sections 3.2, 5.1, 5.2, and 5.3 shall be completed via typed responses within the provided fillable PDF and associated attachments.

An addendum identifying the points assigned to evaluation criteria and minimum score will be posted prior to the RFP closing.

6.4 Cost Proposal Scoring

The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any demonstrations. Only prospective Respondents who obtain the minimum score for their Technical Proposal will be considered during the cost evaluation phase of the review process. When a Technical Proposal does not meet the minimum score, the associated Cost Proposal will remain unopened and will be returned to the Respondent upon request after the Lead State issues a Notice of Intent to Award the Contract. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

To assist the Agency in evaluating, Cost Proposals may be evaluated and points awarded as follows:

All cost proposals compared against the least expensive cost proposal.)

- 1) The Cost Proposals will be ranked from least to most expensive.
- 2) The least expensive Cost Proposal shall receive the maximum number of points available.

- 3) To determine the number of points to be awarded to all other Cost Proposals, the least expensive Cost Proposal will be used in all cases as the numerator. Each of the other Cost Proposals will be used as the denominator per the example below.
- 4) The percentage will then be multiplied by the maximum number of available points and the resulting number will be the cost points awarded to other compliant Respondents. Percentages and points will be rounded to the nearest whole value.

Example:

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

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

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

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

6.5 Total Score

The compliant Respondent's Technical Proposal points will be added to its Cost Proposal points to obtain the total points awarded for the Proposal.

6.6 Tied Score and Preferences

6.6.1 Up to ten (10) contracts will be awarded. If there are more than ten (10) proposals received and a tied score needs to be addressed, an award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Respondents who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

6.6.2 Notwithstanding the foregoing, if a tied score involves an Iowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied score involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.

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

6.6.4 Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.

6.6.5 Preferences required by applicable statute or rule shall also be applied, where appropriate.

SECTION 7 CONTRACT TERMS AND CONDITIONS

7.1 Contract Terms and Conditions

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

The Contract terms and conditions in this Section 6, the General Terms and Conditions to the extent referenced and linked to on the RFP cover page, and/or any Terms and Conditions attached to and accompanying this RFP as an attachment hereto, will be incorporated into the Contract. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Respondent.

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

The Agency will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the RFP or Terms and Conditions by Contractor. Once a Proposal has been identified as the one for which an Award recommendation has been made, but prior to notifying Respondents of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the RFP or Terms and Conditions identified in that Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served. As such, if any proposed modifications are not determined to be in the best interests of the State, or appear to pose a substantial impediment to reaching agreement, the Agency may, in its sole discretion:

- 7.1.1 Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal;
- 7.1.2 Issue a Notice of Intent to Award in favor of the successful Respondent, and identify in the Notice proposed modifications to terms and conditions identified by the Respondent in its Proposal with which the agency will or will not agree or further negotiate;
- 7.1.3 Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Respondent in its Proposal;
- 7.1.4 Change the Agency's recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to the Agency.

Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the State. Only those proposed modifications identified in the Notice of Intent to Award issued by the Agency as terms and conditions with which the agency will or will not agree or further negotiate shall be part of the Contract, and the State may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a final Contract between the parties. By executing and submitting its Proposal in response to this RFP, Respondent understands and agrees that the State may exercise its discretion not to consider any or all proposed modifications Respondent may request and may accept Respondent's proposal under the terms and conditions of this RFP and the Terms and Conditions.

7.2 Contractual Terms and Conditions – No Material Changes/Non-Negotiable

Notwithstanding anything in this RFP to the contrary, Respondent may not take exception to or propose including language in any resulting contract that conflicts with or is otherwise inconsistent with the following:

7.2.1 Indemnification

Without specific authority to do so, the State, or agencies, cannot enter into agreements indemnifying Respondents, or any other entity, against third-party claims. A clause that intends to seek indemnification from the State, whether or not the clause contains the words "indemnity" or "indemnify," are not clauses to which the State may agree. The State will not agree to a clause that includes the language "to the extent permitted by law" because, as explained, the State cannot indemnify Respondents to any extent.

7.2.2 Limitation of Liability

Iowa Code section 8A.311(22) and 11 Iowa Admin. Code Chapter 120 establish the rules to allow for the State to agree to a contractual limitation of vendor liability clause in limited circumstances. Any request by Respondent for the State to limit damages not in accordance with Iowa law or administrative rules is a request with which the State cannot agree.

7.2.3 Jurisdiction and Venue

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State's attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General's authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in another state, and cannot agree to participate in any form of alternative dispute resolution.

7.2.4 Confidentiality

All Iowa state agencies are subject to Iowa public records laws. The State cannot agree to contractual terms that attempt to prevent it from disclosing or disseminating records that constitute public records under Iowa Code chapter 22.

7.2.5 Unliquidated Expenses (i.e., Attorney Fees, Add-ons, or Cost Increases)

The State may not agree to clauses which may obligate it to pay for claims that might exceed its current funding appropriation. The State may only obligate those funds that have been appropriated to it by the Iowa Legislative Assembly and may only obligate those funds for the purposes for which the funds were appropriated.

7.3 Special Terms and Conditions

Awarded contracts are reimbursement contracts, meaning that contract funds will be used to reimburse the applicant of expenses monthly. Incurred monthly expenses shall be invoiced to the Agency as detailed within the Contract.

Approved Shared Services Alliance Hub services cannot duplicate services provided through State of Iowa contracts (Financial Management Consultants, Positive Behavioral Intervention Supports (PBIS), IQ4K®, Child Care Resource and Referral (CCR&R) consultation, etc.)

7.3.1 Term Length

The Contract shall have a term beginning on the date of contract execution (the "Effective Date") and ending on June 30, 2024.

7.3.2 Payment Terms

7.3.2.1 Payment Methods

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

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

The State of Iowa may make payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

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

7.3.2.3 State Warrant

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

7.3.2.4 Credit card or ePayables

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa's Terms of Pcard Acceptance. Respondents must provide a statement regarding their ability to meet the requirements within this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

7.3.2.5 Terms and Conditions for State of Iowa Purchasing Cards

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

7.3.2.5.1 Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;

7.3.2.5.2 Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;

7.3.2.5.3 Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);

7.3.2.5.4 Contractor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;

7.3.2.5.5 Contractor shall confirm that the name of purchaser matches the name on the card;

7.3.2.5.6 Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or “https” in the web address;

7.3.2.5.7 Contractor shall shred any documentation with credit card numbers.

7.3.2.6 Payment Terms

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

7.3.2.7 Invoices

Any invoices submitted must comply with applicable rules concerning payment of claims, including but not limited to those set forth at Iowa Administrative Code chapter 11—41.

7.3.3 Insurance

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

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

Acceptance of the insurance certificates by the Department shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force

during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

7.3.4 Performance Security

The Contract may require the Respondent to provide security for performance [e.g. performance bond, escrow, letter of credit, liquidated damages]. Agency shall retain ten percent (10%) of each payment due under the Contract. Agency shall pay the retained amount only after all Deliverables have been completed by Contractor and accepted by the Agency.

Attachment # 1
Certification Letter

Alterations to this document are prohibited, see section 2.14.14.

[Date]

Amanda Winslow, Issuing Officer
Iowa Department of Management, Early Childhood Iowa
State Capitol, Room 13 Lead Agency Address
1007 E Grand Avenue
Des Moines, IA 50319

Re: RFP Number - PROPOSAL CERTIFICATIONS

Dear **Ms. Winslow**:

I certify that the contents of the Proposal submitted on behalf of **[Name of Respondent]**_____ (Respondent) in response to the **Iowa Department of Management** for RFP Number 01-1730-8220624 for a Shared Services Alliance Hub are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Certification of Independence

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

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

Certification Regarding Debarment

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

state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

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

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

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

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

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

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #2
Authorization to Release Information Letter
Alterations to this document are prohibited, see section 2.14.14.

[Date]

Amanda Winslow, Issuing Officer
Iowa Department of Management, Early Childhood Iowa
State Capitol, Room 13
1007 E Grand Avenue
Des Moines, IA 50319

Re: **RFP Number 01-1730-8220624** - AUTHORIZATION TO RELEASE INFORMATION

Dear **Ms. Winslow**:

[Name of Respondent]_____ **(Respondent)** hereby authorizes the **Iowa Department of Management** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to **RFP Number 01-1730-8220624**.

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

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

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

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

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

Sincerely,

Signature

Name and Title of Authorized Representative Date

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

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

1. Confidential Treatment Is Not Requested

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

2. Confidential Treatment of Information is Requested

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

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

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

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

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

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

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

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

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

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

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

Part 2 - Confidential Treatment is Requested

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

NOTE:

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

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

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

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

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

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

Company

RFP Number

RFP Title

Signature (required)

Title

Date

Attachment #4
Response Checklist of Proposal Contents

RFP REFERENCE SECTION	RESPONSE INCLUDED	
	Yes	No
Proposal Contents Checklist		
3.2.1 Certification Letter (Attachment #1)		
3.2.4 Respondent Background Information, Completed Fillable PDF Form Aligned with Section		
3.2.5 Respondent Experience, Completed Fillable PDF Form Aligned with Section		
3.2.9 Acceptance of Terms and Conditions		
3.2.11 Authorization to Release Information (Attachment #2)		
3.2.12 Acceptance of Firm Proposal Terms		
3.2.13 Signed Addendums as applicable		
3.2.14 Request for Confidentiality, Form 22 (Attachment #3)		
3.2.3.4 Respondent's accounting firm. Submit a copy of the Respondent's most-recent audit if one was conducted.		
5.1 Mandatory Specifications, Completed Fillable PDF Form Aligned with Section 5		
5.2 Scored Technical Specifications, Completed Fillable PDF Form Aligned with Section 5		
5.3 Optional Specifications, Completed Fillable PDF Form Aligned with Section 5		
COST PROPOSAL (submitted as a separate document within a separately sealed envelope but included in the overall mailed envelope); Utilized the provided Attachment #5		

Attachment #6
Shared Services Resource Links

Opportunities Exchange:

[Shared Services Alliance Implementation Guide](#)

Other State Examples:

Georgia — [QCCC Works](#) — sponsored by CCR&R

New Hampshire — [SELA](#) — sponsored by [Early Learning NH](#)

New Jersey — [Greater Newark ELA](#) — nonprofit that also serves as a CCR&R, among other services

Tennessee — [Chambliss Center for Children](#) — large ECE provider

Tennessee — [Childcare Tennessee](#) — Community Foundation

Wisconsin — [WESSN](#) — State AEYC

Attachment #7: Terms and Conditions

NOTE: This is a sample contract, included to outline the general terms and conditions the

State anticipates using it in the final contract resulting from this RFP. It is provided so that Respondents may list their exceptions to these terms and conditions as required in Section 3.2.7 of this RFP. Its contents have not been harmonized with the requirements in the RFP document; in the event of a conflict, the information in the RFP will prevail.

Respondents need not complete or sign this sample contract in their responses.

SAMPLE SERVICE CONTRACT – NOT A FINAL CONTRACT

CONTRACT #:

PROJECT PERIOD:

PROJECT TITLE:

CONTRACT PERIOD:

FUNDING SOURCE OF IDOM:

CONTRACT AMOUNT:

FEDERAL: \$

STATE: \$

OTHER: \$

FEDERAL CATALOG #:

FEDERAL TAX ID#:

CONTRACTOR Name and Address:

MATCH REQUIRED: YES NO NA

CONTRACT ADMINISTRATOR INFORMATION:

IOWA CODE CHAPTER 8F DESIGNATION:

NAME/TITLE:

This contract is covered by Iowa Code chapter 8F

PHONE:

This contract is NOT covered by Iowa Code chapter 8F

E-MAIL:

At the time of execution, this contract is NOT covered by Iowa Code chapter 8F, but if the Contractor executes additional contracts with the Department, the aggregate of which exceed \$500,000, the contract may be covered

The Contractor agrees to perform the work and to provide the services described in the Special conditions for the consideration stated herein. The duties, rights and obligations of the parties to this contract shall be governed by the Contract Documents, which include the Special Conditions, General Conditions, Request for Proposal and Application.

The Contractor has reviewed and agrees to the General Conditions effective May 1, 2016. The contractor specifies no changes have been made to the Special Conditions, effective July 1, 2021, or General Conditions.

The parties hereto have executed this contract on the day and year last specified below.

For and on behalf of the Department:

For and on behalf of the Contractor:

By: _____

By: _____

Date _____

Date _____

Special Conditions for Contract #

Article I - Identification of Parties:

This contract is entered into by and between the Iowa Department of Management (hereinafter referred to as the Department) and the CONTRACTOR, as identified on the contract face sheet.

Article II - Designation of Authorized State Official:

Kraig Paulsen, Director of the Department of Management is the Authorized State Official for this contract. Any changes in the terms, conditions, or amounts specified in this contract must be approved by the Authorized State Official. Shanell Wagler has been designated by the DEPARTMENT to act as the Contract Administrator. This individual is responsible for financial and administrative matters of this contract. Negotiations concerning this contract should be referred to Amanda Winslow at (515) 242-5895, amanda.winslow@iowa.gov.

Article III - Designation of Contract Administrator:

xxxxx has been designated by the Contractor to act as the Contract Administrator. This individual is responsible for financial and administrative matters of this contract. Negotiations concerning this contract should be referred to: xxxxxx

Article IV – Key Personnel for Project Implementation:

The following individual(s) shall be considered key personnel for purposes of fulfilling work and services of this contract:

Department Personnel

Name	Title
Amanda Winslow	Program Contract Manager

Contractor Personnel

Name	Title
xxxxxx	xxxxxxx

Key Personnel

Title/Position	Name	Email Address	Credentials, degree, licenses	Other

The Contractor shall notify the department in writing within ten (10) working days of any change of Key Personnel.

Article V - Statement of Contract Purpose/Background:

This Contract is designed for the purpose of coordinating the development and implementation of an effective and well-functioning early childhood professional development system. The Contract is between Department of Management (DOM), Office of Early Childhood Iowa and xxxxxxx

The Contractor will xxxxxxxx

The term of this Agreement shall be xxxxxx – June 30, 2024

Article VI - Description of Work and Services:

The Contractor will frame their work around the following tasks and service tasks.

An action plan, in a format acceptable to DOM, with a timeline for completing the work and service tasks during the contract period shall be submitted within 30 calendar days of contract execution. This plan can be used as a template for quarterly progress reports.

The contractor shall:

XXXXXXXXXXXXX

Article VII – Performance Measures

Measure:

Develop a template to track quarterly progress across Article VI – Description of Work and Services. Document a summary of progress with dates of completion and/or a summary of projected accomplishments and corresponding timelines.

Target 100%

Measure:

XXXX

Target: 100%

Article VIII - Reports:

The CONTRACTOR shall prepare and submit the following reports to the DEPARTMENT on forms approved by the DEPARTMENT:

Report	Number	Date Due
Quarterly Progress Report (includes performance measures)	1 electronic copy	
Monthly Claim Voucher The Contractor shall submit invoices to the Department on a monthly basis for	1 original hard copy (GAX Form – template provided)	Within 30 days of month of expenditure

goods and services rendered.		
Monthly Expenditure Report The Contractor shall summarize actual expenditures in the major cost category format of the approved budget.	1 original hard copy	Within 30 days of month of expenditure

Progress reports shall be emailed to:

Amanda Winslow
E-mail: amanda.winslow@iowa.gov

Article IX - Budget:

Category	Budget
TOTAL:	

Budget Details: xxxxxxxx

Indirect/ Administrative Overhead: Agency administrative, fiscal/legal, office space/utilities, office supplies, and overhead [Determined at no more than 15%]

Annual contracted budget amounts are dependent on state and federal appropriations and are subject to change dependent on the annual available appropriation dollars.

Variance in existing budget line amounts is allowed up to a maximum of 10% of the contractual amount on a cumulative basis not to exceed the contractual total. Budget line changes that exceed the maximum 10% on a cumulative basis require written authorization by the DEPARTMENT. Anticipated expenditures against a budget line not approved require a written request for a contract amendment.

*The State Fiscal Year closes on June 30th. Any payments for reimbursement that cover items for the months prior and through June 30, xxxxx must be turned in by July 30, xxxx in order to close fiscal year commitments.

Article X - Payments:

- A. The CONTRACTOR will submit monthly invoices to the Department of Management that detail the work performed, the dates the work was performed and, if using an hourly rate, the hours when the work was performed.

- B. The DEPARTMENT provides contractual payments on the basis of reimbursement of actual expenses in accordance with Iowa Code 8A.514.
- C. The DEPARTMENT will **not** reimburse travel amounts in excess of limits established by Iowa Department of Administrative Services.
- C.1.1. Instate maximum allowable amounts for food are \$8.00/breakfast, \$10.00/lunch and \$19.00/dinner for a reimbursable total of \$37/day; lodging maximum \$120.00 plus taxes per night; and mileage maximum of \$0.50 per mile.
 - C.1.2. The State has established rules for limitations on reimbursement expenses. Please reference Department of Administrative Services - State Accounting Enterprise Procedure 210-245 (accessible on the internet) for limits on travel expenses.
https://das.iowa.gov/sites/default/files/acct_sae/travel-relo/in_state_travel_reimbursement_summary.pdf
 - C.1.3. Out of state maximum allowable amounts for meals are available upon request. There is no restriction on airfare or lodging but the incurred expenditures are to be reasonable.
- D. Final payment may be withheld until all contractually required reports have been received and accepted by the DEPARTMENT. At the end of the contract period, unobligated contract amount funds shall revert to the DEPARTMENT.

Claim vouchers and expenditure reports shall be mailed or sent via email (amanda.winslow@iowa.gov) to:

Amanda Winslow
Department of Management
State Capitol, Room 13
Des Moines, IA 50319

Article XI – Additional Conditions:

1. Section 14 e. of the General Conditions effective May 1, 2016 (attached as an Addendum) is modified so a pre-award survey is at the Departments' discretion, rather than mandatory.