



REQUEST FOR PROPOSAL (RFP)

Aging and Disability Resource Center (ADRC) Technical Assistance and Call Center
ADS-24-001

Ryan M. Roovaart
Division of Compliance
Iowa Department of Health and Human
Services
321 E. 12th St.,
Des Moines, IA 50319

Phone: 515-310-1129
rroovaa@dhs.state.ia.us

RFP Purpose.

The purpose of this Request for Proposal (RFP) #ADS-24-001 is to solicit Proposals that will enable the Iowa Department of Health and Human Services, Division of Aging and Disability Services (Iowa HHS or “Agency”) to select one entity as the most qualified Bidder to serve as the single Aging and Disability Resource Center (ADRC) Technical Assistance and Call Center (“Contractor”) for the State of Iowa. The Agency intends to select one entity.

The ADRC Technical Assistance and Call Center will serve a vitally important role of working with Iowa HHS to build and strengthen a comprehensive system of public and private non-profit resources to serve older adults, individuals with disabilities of all ages, and their caregivers in Iowa. With a primary goal of improving and simplifying the experience as they navigate the system, the single successful Bidder will develop and implement statewide solutions. These solutions include developing, implementing, and operating a statewide call center, developing and maintaining a searchable database of providers, and developing and providing training resources. It also includes performing Medicaid Administrative Claiming (MAC) training, management, and technical assistance for all ADRCs within this system. Additionally, the successful Bidder will monitor the health and completeness of this system to ensure all Iowans, in all areas of the state, can access needed services.

Duration of Contract.

The Agency anticipates executing a contract that will have an initial one-year contract term with the ability to extend the contract for additional terms to be determined at the discretion of the Agency for a total period of six years. The Agency will have the sole discretion to extend the contract.

Bidder Eligibility Requirements.

Public or private non-profit entities are eligible to submit an application in accordance with this RFP. At the time of application, Bidders must either be registered or in the process of obtaining a registration as a non-profit to do business in the state of Iowa from the Iowa Secretary of State’s Office. A successful Bidder must have a completed registration on file with the Agency no later than the contract start date.

Procurement Timetable

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

Event	Due Date & Time
Agency Issues RFP Notice to Targeted Small Business Website (48 hours):	July 30, 2024
Agency Issues RFP to Bid Opportunities Website	August 1, 2024
Round 1, Bidder Written Questions Due By	August 8, 2024 3:00 p.m.
Bidder Mandatory Letter of Intent to Bid Due By	August 15, 2024 3:00 p.m.
Round 1, Agency Responses to Questions Issued By	August 15, 2024
Bidders’ Conference Will Be Held on the Following Date and Time	August 23, 2024 2:00 p.m.

Round 2, Bidder Written Questions Due By	September 6, 2024 3:00 p.m.
Round 2, Agency Responses to Questions Issued By	September 13, 2024
Bidder Proposals and any Amendments to Proposals Due By	September 20, 2024 3:00 p.m.
Notification to Bidders Regarding Presentations	October 16-18, 2024
Bidder Presentations of Bid Proposals will be held on the following dates and will be conducted virtually via TEAMS or similar format.	October 21-22, 2024
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	November 18, 2024
Contract Negotiations and Execution of the Contract Completed	January 5, 2025
Anticipated Start Date for the Provision of Services	January 15, 2025

Section 1. Background and Scope of Work

1.1 Background.

The Iowa HHS, Division of Aging & Disability Services (ADS) is accepting proposals for the Aging and Disability Resource Center (ADRC) Technical Assistance and Call Center.

Aging and Disability Resource Centers (ADRCs) are organizations designed to serve as single points of entry to a variety of resources and desired services for older adults, people with disabilities, and their families. These organizations are structured to provide credible information, advice, and unbiased counseling to individuals of all income levels and their families. Additionally, these organizations assist people with applying for and accessing public and private benefits and programs. The goal of ADRCs is to empower older Iowans and individuals with disabilities, and their family members, to make informed decisions about long-term services and supports. ADRCs' work is supported by the Administration on Aging with the U.S. Department of Health and Human Services, the Administration for Community Living, the Centers for Medicare and Medicaid Services, and the Veteran's Association ([Aging and Disability Resource Centers | ACL Administration for Community Living](#)). Iowa's vision of an effective ADRC network is to establish highly visible and trusted organizations that provide information and navigation services. Iowans can turn to the ADRC network for a full range of long-term support options and assistance to easily access available public benefits. ADRCs help people conserve their personal resources, maintain self-sufficiency, and delay or prevent the need for potentially expensive long-term care.

ADRCs are an integral part of the No Wrong Door model ([NWD System of Access to LTSS for all Populations and Payers \(acl.gov\)](#)). This model is a collaboration between federal partners designed to support states working to streamline access to long-term services and supports for older adults, people with disabilities, and their families. The goal of this model is to provide a single point of contact for individuals and their families to receive person-centered counseling and assistance with determining private resources; discover and apply for public benefits when appropriate; and obtain follow-up support. When implemented successfully, this model reduces duplicative processes and supports informed decision-making.

Iowa HHS seeks to expand the existing ADRC framework—consistent with House File 2673 of the 2024 Session of the 90th General Assembly of Iowa—to enhance the services provided to Iowans. This expansion will include a focus on serving Iowans with disabilities of all ages, older Iowans, and their caregivers at accessible physical locations, via phone, or online. It will also include a commitment to colocation of key partners, improved allocation of responsibilities among different levels within the ADRC system, and integration with other Iowa HHS initiatives designed to optimally serve Iowans. To accomplish this, Iowa HHS is releasing this RFP to establish an ADRC Technical Assistance and Call Center as a contractor to provide the services described in this RFP. This contractor will also develop and perform training and technical assistance services in accordance with directives from the Agency.

Additionally, the successful contractor will work with Iowa HHS to integrate with two emerging, Agency-wide efforts. First, the contractor will provide training and resources using the Science of Hope framework. The Science of Hope is a cognitive practice for improving the health and resiliency of individuals, families, and communities. The Hope framework involves the intentional act of setting and achieving goals through the utilization of viable pathways with willpower to facilitate success. Iowa HHS is a Hope-centered agency. More information on the Science of Hope can be accessed from

materials provided by The University of Oklahoma - Tulsa Hope Research Center (<https://www.ou.edu/tulsa/hope>). Second, the contractor will integrate with, and work alongside, the Thrive Iowa initiative. Thrive Iowa is a new service Iowa HHS will provide. This service will establish a primary entry point for Iowans who need assistance; establish a network of navigators to connect directly with individuals and families; and build the capacity of faith-based, non-profit, and community-based organizations to alleviate stress and manage needs of Iowans through the provision of economic and concrete supports.

The ADRC Technical Assistance and Call Center, awarded a contract as a result of this RFP, is responsible for providing education and technical assistance to ADRC staff and providers to ensure high-quality, Hope-centered services are delivered and a coordinated, accessible network of in-person, telephone, and on-line resources are available.

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 Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid Proposal. The Agency adheres to all applicable federal and state laws, rules, and regulations when entering into a Contract for services.

1.2 RFP General Definitions.

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

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

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

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

“Contractor” means the Bidder who enters into a Contract as a result of this Solicitation.

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

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

Definitions Specific to this RFP.

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

“Area Agency on Aging (AAA)” means an entity designated under section 305(a)(2)(A) of the Older Americans Act (OAA) or a State agency performing the functions of an AAA under section 305(b)(5) (*Older Americans Act*).

“Aging and Disability Services Division (ADS)” means a Division of Iowa Department of Health and Human Services that provides programs and services for older adults, people with disabilities, and their caregivers.

“Aging and Disability Resource Center (ADRC)” means a person-centered community navigation and coordination system that blends and braids service delivery methods and funding to ensure supports and services contribute to a consumer's ability to remain at home and in their community. Iowa’s ADRC network shall provide the supports and services according to the consumer’s wants and needs.

“Aging and Disability Resource Center (ADRC) Members” means local ADRC organizations that perform ADRC information and assistance and person-centered functions at the local level. These member organizations are designated by the Agency and include, at minimum, the Area Agencies on Aging and Disability Access Points.

“Centers for Medicaid and Medicare Services (CMS)” means the federal agency that provides health care coverage through Medicare, Medicaid, the Children’s Health Insurance Program, and the Health Insurance Marketplace.

“Disability” is defined in section 3 of the Americans with Disabilities Act of 1990 (42. U.S.C 12012) and includes, but is not limited to, intellectual disability, developmental disability, brain injury, physical disability, or chronic mental illness.

“Disability Access Point (DAP)” means local organizations designated by the Agency to serve as the primary access points for state funded Long-Term Services and Supports for people with disabilities and their caregivers. Disability Access Points serve as member ADRCs and provide a minimum service of Information and Assistance and Options Counseling.

“District” means an identified planning and service area for Aging and Disability Services with the Iowa Department of Health and Human Services.

“Eligible Populations” means older individuals age 60+, persons of all ages with disabilities, caregivers of older individuals or persons with disabilities, including parents and people who inquire about or request assistance on behalf of members of these groups, as they seek long-term living and community support services.

“Full-time staff (paid)” means persons who work thirty-five (35) hours or more per week in a compensated (paid) position as of September 30th of the reporting year (federal fiscal year). (*U.S. Census Bureau, Current Population Survey*).

“Science of Hope” means a cognitive practice for improving the health and resiliency of individuals, families and communities. The Hope framework involves the intentional act of setting goals, utilizing viable pathways and working toward them with willpower to facilitate success. The Iowa Department of Health and Human Services is a Hope-centered agency.

“Information and Assistance” means a service that provides the individual with current information on opportunities and services available within their communities, including information relating to assistive technology; identifies the problems and capacities of the individual; links the individual to the

opportunities and services that are available; to the maximum extent practicable, ensures that the individual receives the services needed and is aware of the opportunities available, by establishing adequate follow-up procedures (*U.S. Health & Human Services, Administration on Community Living, Older Americans Act (OAA) State Performance Report (SPR) definitions* ([ACL OAAPS](#))).

“Medicaid Administrative Claiming (MAC)” means Federal matching funds under Medicaid are available for costs incurred by the state for administrative activities that directly support efforts to identify and enroll potential eligibles into Medicaid and/or support the provision of medical services covered under the state Medicaid plan when those activities are performed either directly by the State Medicaid agency or through contract or interagency agreement by another entity, such as a designated ADRC.

“Navigator” means a person who provides ADRC Information & Assistance and/or Options Counseling services.

“Options Counseling” means an interactive process whereby individuals receive guidance in their deliberations to make informed choices about long-term supports. The process is directed by the individual and may include others whom the individual chooses or those who are legally authorized to represent the individual. Options counseling includes the following: (1) a personal interview and assessment to discover strengths, values, and preference of the individual, and screenings for entitlement program eligibility, (2) a facilitated decision making process which explores resources and service options, and supports the individual in weighing pros and cons, (3) developing action steps toward a goal or a long-term support plan and assistance in applying for and accessing support options, and (4) follow-up to ensure supports and decisions are assisting the individual. (*Aging and Disability Services Division*).

“Part-time staff (paid)” means persons who work less than thirty-five (35) hours per week in a compensated (paid) position as of September 30th of the reporting year (federal fiscal year). (*U.S. Census Bureau, Current Population Survey*)

“Person-Centered” means a process that is directed by the person who receives the support (*Administration for Community Living*).

“Thrive Iowa” means a Hope-centered initiative to use existing and new resources to make and manage referrals that will connect Iowans with health and human services and concrete supports.

“Web Content Accessibility Guidelines (WCAG)” means a set of standards used by individuals, organizations, and governments worldwide to ensure text, images, sounds, and code or markup that define structure or presentation are accessible to all users.

1.3 Scope of Work.

1.3.1 Deliverables and Program Requirements

The Contractor shall provide the following:

1.3.1.1. Task Area 1: Provide training and support to ADRC member organizations to ensure a highly qualified, consistent, and well-trained ADRC workforce.

A. Plan and develop an on-demand training course for new staff and annual continuing education trainings.

- a. Provide an on-demand training curriculum for new ADRC staff. The training curriculum shall be hosted on a Learning Management System (LMS) provided or procured by the Bidder to create a professional development environment for the ADRC network. The training curriculum shall be available to ADRC members at no-cost. This includes Area Agencies on Aging (AAAs), Disability Access Points (DAPs) and service providers. The on-demand training curriculum should include pre-recorded videos and materials.
- b. Assess and propose to the Agency, minimum new staff training requirements for ADRC members' staff who complete ADRC navigation activities. The Contractor shall provide a draft new staff training plan to the Agency for feedback, with the final Agency-approved plan, due 120 days after the Contract has been executed.
- c. Propose to the Agency an annual continuing education training plan that includes, at minimum, eight hours of trainings annually for existing staff. At minimum, the annual training plan, should include the training curriculum; training schedule for delivering courses/trainings, whether the trainings are in-person, virtual, live or recorded; and finalized training requirements set forth in this Section 1.3.1.1. The Contractor shall provide drafts of the training plan to the Agency for feedback, with the final Agency-approved plan due 120 days after the Contract has been executed.
- d. Assess and determine the need and number of user allotment slots for the LMS system, at least annually.
- e. Manage and coordinate the development of course content and materials identified to support Agency initiatives.
- f. Submit the content for coursework for Agency review and approval 30 days before each training is offered. Training materials shall incorporate feedback from the Agency review in advance of the first course offering.
- g. With Agency approval, integrate training materials with existing Agency platforms or offerings.
- h. Courses and trainings must meet Agency expectations for quality, accessibility, and completeness.
- i. Collaborate with the Agency to attend Hope trainings, use Hope-based practices and tools when providing services, and use Hope-centered language and resources in created ADRC materials and trainings.
- j. Courses and trainings must be accessible, relevant, and include training accommodations that are in compliance with Section 508 of the Rehabilitation Act of 1973 [IT Accessibility Laws and Policies | Section508.gov](https://www.fda.gov/oc/508regs). Bidders that are unable to meet this requirement must submit a plan to ensure individuals with disabilities have access to information comparable to the access available to others.
- k. Courses and trainings must be culturally competent, focus on skills and knowledge that value diversity, understand and respond to cultural differences, and increase awareness of providers' cultural norms.
- l. Provide a minimum of one MAC-related training session every quarter based on the identified needs of the ADRC network and feedback provided by the Agency. Training must be consistent with the Iowa HHS ADRC MAC methodology approved by the Centers for Medicare and Medicaid Services (CMS), and the established policies and procedures approved by the Agency including, but not limited to, the following requirements:
 - i. MAC purpose, concepts, and terms associated with the federal requirements;

- ii. Tracking time accurately according to the Iowa HHS approved methodology to determine the portion of time attributable to reimbursable Medicaid administrative activities and non-reimbursable activities;
- iii. Completing accurate cost reports to claim for allowable, reimbursable funds from the Agency;
- iv. Submission of cost reports and time tracking documentation in accordance with the defined quarterly schedule;
- v. Any updates for MAC documentation made by the Agency as new activities and programs are added or removed from the time study. Update trainings by the first day of the following quarter;
- vi. Compliance with the Agency's time tracking audit processes.

B. Plan for, deliver, and evaluate courses/trainings.

- a. Provide two continuing education courses every quarter based on the identified needs of the ADRC network.
- b. Handle online registration, enrollment of participants, and the logistics of course sessions.
- c. Deliver courses at the frequency and duration indicated in the training plan, unless granted permission to do otherwise by the Agency in writing.
- d. Promote flexible delivery of trainings offered around the state to ensure statewide accessibility of training through both in-person and virtual trainings.
- e. Provide oversight of courses that promote improvement in skill development and expand knowledge bases of the ADRC network.
- f. If the Contractor is performing in person training and secures a location meets the criteria below they shall perform the following requirements:
 - i. In accordance with Iowa Code § 80.45A(5), prior to either (1) procuring space or services for a conference, meeting, or banquet located at a site where lodging is available that is owned, operated, or owned and operated by a lodging provider, or (2) hosting a conference, meeting, or banquet at a site where lodging is available that is owned, operated, or owned and operated by a lodging provider, and in either case, the lodging provider must pay Iowa hotel/motel taxes, the Contractor shall verify the lodging provider is certified as having completed human trafficking prevention training on a website maintained by the Iowa Department of Public Safety. The website is currently available at <https://stopthiowa.org/certified-locations> . The Contractor shall submit proof of his certification to the Agency's contract manager with the claim for reimbursement.
- g. Develop and provide certificate of attendance to training participants.
- h. Develop and provide participants with course evaluations that allows participant feedback and measures satisfaction.

C. Collect and report training data.

- a. Develop, implement, and adhere to a mechanism for tracking training registrations, courses, and individual participation to ensure accountability.
- b. Maintain a current roster of staff who perform reimbursable ADRC activities participating in MAC time tracking.
- c. Submit quarterly status reports to the Agency Program Manager by the tenth (10th) business day of the following month. The Contractor shall provide a description of activities conducted during the reporting period, including, but not limited to:
 - i. Training courses (content) completed with dates;
 - ii. Training locations;
 - iii. Upcoming training opportunities;

- iv. The percentage of attendees who completed the course evaluation and stated that the training provided information to improve their knowledge and skills to do the work; and
- v. A summary of comments from the evaluations, description of data collected, and any actionable decisions made based on the above information.

1.3.1.2 Task Area 2: Administer a toll-free, statewide call center to ensure streamlined access for Iowans.

A. Operate a toll-free call center for Eligible Populations

- a. Develop a call system for callers to obtain information on national, state, regional, and local resources related to long term services and supports, community resources, and available benefits and programs.
- b. Ensure a seamless transition from the existing call center operated by Iowa's current ADRC members as directed by the Agency and in a manner that ensures very limited disruption to current users by July 1, 2025. The Bidder shall submit a transition plan that outlines tasks and due dates for ensuring a seamless transition.
- c. Operate a call center during the minimum business hours of 8:00 am to 4:30 pm Central Standard Time, Monday through Friday excluding State holidays. The call center must be consistently accessible to consumers during business hours and meet the following requirements. The Bidder shall provide a draft call center operations plan Agency for feedback, with the final Agency-approved plan, due 120 days after the Contract has been executed. The operations plan shall address how the Bidder will ensure the following requirements are met.
- d. Ensures callers do not receive a busy signal or message to call back later.
- e. Ensures calls are answered with a greeting that includes the name of the statewide ADRC network.
- f. Provides a voicemail system with 24/7 operation for call center and ADRC network to accept messages when other phone lines are in use and/or when ADRC offices are closed.
- g. Provides telecommunication or related services option(s) for those who are deaf or hard of hearing to ensure accessibility of the call center.
- h. Provides language interpreting or related services option(s) for non-native English speakers to ensure accessibility of the call center.
- i. Ensures that calls made to the call center are geo-routed to the appropriate ADRC member organization(s).
- j. Establishes a system to manage incoming calls that do not meet the criteria to be automatically geo-routed to appropriate organization, including:
 - i. those originating from out of state or those that do not have identifiable phone numbers.
 - ii. those calls that are not answered by the third ring.
 - iii. those calls that are received outside of stated business hours.
- k. Collaborates with other navigation and referral entities to implement streamlined referral services for callers and provide results of evaluation to the Agency. Proposes any integrated activities or changes for Agency approval and follows Agency directives on any integration instructions.
- l. Serves as a customer service representative(s) for current or potential Medicaid members throughout the Medicaid Home and Community Based Services (HCBS) entry process to collect minimum referral data, determine initial needs and make appropriate referrals.
- m. Develops, implements, and adheres to a call volume contingency plan for planned or unexpected situations where the call volume increases to a level that prohibits ADRC staff from answering calls or returning voicemail within two business days; or the Contractor fails to meet performance measures. The plan must include a process for notifying the Agency within five business days and

developing strategies to address the issue. The plan must be approved by the Agency prior to implementation.

- n. Ensures the call center interface or software conforms to data collection and reporting requirements identified in the contract.
- o. Meets performance expectations for response time, hold time, dropped calls and abandoned calls by:
 - i. Monitoring performance of the call center on a monthly basis including analytics and reports on incoming and routed calls.
 - ii. Ensuring 90% of all voicemails received are returned within one business day of receipt
 - iii. Tracking call topics to identify trends, gaps and localized interest(s) and report to the Agency.
 - iv. Establishing, in collaboration with other ADRC members, a system to consistently ask Iowans if they received the information they were looking for and record the response.
- p. Collaborates with the Agency on Thrive Iowa initiatives, as directed by the Agency. The Contractor and ADRC member organizations will be a part of the Thrive Iowa initiative.

1.3.1.3 Task Area 3: Maintain an information technology system(s) resource database.

A. Utilize a comprehensive, searchable database that is internal for ADRC members and also connects to an external, public-facing website that provides current and accurate information regarding providers and services that may assist ADRC eligible populations.

- a. Develop and submit to the Agency for approval, a quality assurance review process to ensure information in the resource database is accurate and complete.
- b. Complete a quality assurance review at least annually or as directed by the Agency.
- c. Develop inclusion/exclusion criteria and policies for service providers in the resource database.
- d. Develop and submit to the Agency for approval a documented process for ADRC members, providers, or the public to provide feedback regarding any updates to the database information.
- e. Implement the database information feedback process.
- f. Ensure all aspects of the system(s), including internal and public facing, are accessible to assistive technology.
- g. Ensure Resource database and ADRC website comply with Web Content Accessibility Guidelines (WCAG 2.2) and Section 508 of the Rehabilitation Act of 1973 [IT Accessibility Laws and Policies | Section508.gov](#). Bidders that are unable to meet this requirement must submit a plan to ensure individuals with disabilities have access to information comparable to the access available to others.
- h. Ensure all ADRC member organizations have access to the resource database and provide technical assistance as needed regarding access issues.
- i. Ensure the resource database is interoperable with other systems used in the functioning of the ADRC network on a schedule provided by the Agency.
- j. Adhere to any Iowa HHS branding and/or style guidance.
- k. Maintain documentation on the number of individuals using the website and provide reports on site utilization to the Agency, on a quarterly basis.
- l. Ensure the public-facing website includes:
 - i. A “contact us” or similar feature for customers to e-mail ADRC representatives with questions or requests for more information.
 - ii. A chat feature for customers to interact with an ADRC representative in “real time” during business hours for questions or requests for more information.

B. The Agency shall be considered the owner of the resource database, and the Contractor shall provide instruction and written documentation to the Agency upon request regarding the transfer of oversight for this website to the Agency or another organization.

1.3.1.4 Task Area 4. Conduct evaluation and continuous quality improvement activities for the ADRC system.

A. Contractor duties include but are not limited to the following:

- a. Meet with the Agency's Bureau of Performance annually to establish and implement a performance improvement plan, which includes:
 - i. A system for identifying and monitoring performance measures.
 - ii. A process for identifying improvement opportunities, including how customer and partner feedback will inform quality improvement activities.
 - iii. Framework for prioritizing and conducting quality improvement activities.
 - iv. A process for evaluating and improving training curriculum for the ADRC network, including incorporating feedback from training facilitators, participants, and providers. Evaluation of the training curriculum should include considerations for equity, course topics, training platform, and training methods.
- b. Provide progress updates to the Agency twice a year on performance measure data and quality improvement efforts.

1.3.1.5 Task Area 5. Contractor Meetings, and Reporting.

A. Meetings. The Contractor shall:

- a. Prepare for and participate in a virtual contract kick-off meeting prior to the 10th day after Contract execution. The Contractor will contribute to the agenda at the Agency's request. This will be an introductory meeting between key Contractor and Agency staff to review the Contract, related procedures, and to kick-off timeline discussions.
- b. Meet to finalize all required plans, including the training plan, and all associated timelines to aid in Agency approval of the plans and timelines required in this Contract.
- c. Meet regularly, but no less than monthly, with the Agency to discuss status of projects and ongoing performance.

B. Reporting. The Contractor shall submit performance management data and information requested by the Agency to meet requirements set by the collaborative process outlined in 1.3.1.4.A.a. and any other reporting requirements defined by federal funders.

1.4 Performance Measures.

Reimbursement under the contract will be based upon successful performance in meeting the requirements and deliverables outlined in 1.3.1. All deliverables must meet Agency approval prior to payment of the reimbursement. Failure to provide deliverables meeting Agency satisfaction will result in non-payment of corresponding deliverable.

1.5. Agency Responsibilities.

A. Contract Oversight: The Agency will establish regular meetings with the Contractor to ensure compliance with the Contract and Deliverables. Meetings will occur at a mutually agreed upon time and may be in-person, virtual, or by phone.

1.6. Contract Budget and Payment Methodology.

A. Contractor is anticipated to be paid an amount not to exceed \$1,000,000 per year for services as described in section 1.3.1.

B. If the Contract fails to perform required services outlined in 1.3.1, the Agency will withhold a total of 8% of the total contract amount. In order to claim the withhold amount, the Contractor must have performed services described in section 1.3.1 to Agency satisfaction.

C. Reimbursement for this project will be deliverable-based. The Agency has identified the deliverables and corresponding reimbursement amounts. These amounts are all inclusive and no other costs or expenses will be provided. Reimbursements will not be provided until the Agency approves the deliverable. Deliverables and corresponding reimbursement amounts are defined for the first one-year contract. Deliverables and corresponding reimbursement amounts for subsequent contracts shall be defined by the Agency at a later date.

Deliverable	Due Date	Fixed Cost Per Deliverable	Total Fixed Cost
Virtual kick-off meeting defined in 1.3.1.5.A.a.	January 25, 2025	\$60,000.00	\$60,000.00
Transition plan to ensure a seamless transition from the existing call center operated by Iowa's current ADRC members defined in 1.3.1.2.A.b.	March 1, 2025	\$50,000.00	\$50,000.00
Quality assurance review process to ensure information in the resource database is accurate and complete defined in 1.3.1.3.A.a.	April 1, 2025	\$45,000.00	\$45,000.00
Inclusion/exclusion criteria and policies for services providers in the resource database defined in 1.3.1.3.c.	April 1, 2025	\$45,000.00	\$45,000.00
Documented process for ADRC members, providers, or the public to provide feedback regarding any updates to the database information defined in 1.3.1.3.A.d.	April 1, 2025	\$45,000.00	\$45,000.00
Final call center operations plan that defines how the requirements of 1.3.1.2.A.c. will be met.	May 10, 2025	\$50,000.00	\$50,000.00
Final new staff training plan defined in 1.3.1.1.A.b.	May 10, 2025	\$45,000.00	\$45,000.00
Final continuing education training plan defined in 1.3.1.1.A.c.	May 10, 2025	\$45,000.00	\$45,000.00
Approved performance plan defined in 1.3.1.4.A.a.	December 31, 2025	\$60,000.00	\$60,000.00
Annual quality assurance review defined in 1.3.1.3.A.b.	January 15, 2026	\$45,000.00	\$45,000.00
Monthly meetings with the Agency defined in 1.3.1.5.A.c.	January 15, 2026	\$60,000.00	\$60,000.00
Quarterly training status reports defined in 1.3.1.1.C.c.	May 10, 2025, August 10, 2025, and November 10, 2025	\$30,000.00	\$90,000.00
Draft MAC-related training defined in 1.3.1.1.A.1.	May 10, 2025, August 10, 2025, and November 10, 2025	\$30,000.00	\$90,000.00

Attendee list for courses defined in 1.3.1.1A.b. and 1.3.1.1.A.c.	May 10, 2025, August 10, 2025, and November 10, 2025	\$30,000.00	\$90,000.00
Quarterly summary of participant course evaluation feedback.	May 10, 2025, August 10, 2025, and November 10, 2025	\$30,000.00	\$90,000.00
Documentation on the number of individuals using the website and provide reports on site utilization to the Agency, on a quarterly basis defined in 1.3.1.3.A.k.	May 10, 2025, August 10, 2025, and November 10, 2025	\$30,000.00	\$90,000.00
Total Fixed Cost			\$1,000,000.00

Section 2. Basic Information About the RFP Process

2.1 Issuing Officer.

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

The Issuing Officer for this RFP is:
Ryan M. Roovaart
Division of Compliance
Iowa Department of Health and Human Services
321 E. 12th St., Des Moines, IA 50319

Phone: 515-310-1129
rroovaa@dhs.state.ia.us

2.2 Restriction on Bidder Communication.

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

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

2.3 Downloading the RFP from the Internet.

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

2.4 Online Resources.

Resources related to this RFP are available at the following websites:

Aging and Disability Resource Centers System / No Wrong Door Key Elements	Administration for Community Living / No Wrong Door
Section 504 Compliance	Disability HHS.gov
HHS & Section 508	HHS Accessibility & Section 508 HHS.gov
IT Accessibility & Section 508	IT Accessibility Laws and Policies Section508.gov
The Science of Hope	Hope Research Center (ou.edu)
WCAG Guidelines	WCAG (Web Content Accessibility Guidelines) Level Access
MAC	Medicaid Administrative Claiming Medicaid

Materials available electronically include:

Iowa HHS System Alignment [PowerPoint Presentation \(iowa.gov\)](#)
Timeline [PowerPoint Presentation \(iowa.gov\)](#)
Iowa HHS Table of Organization [download \(iowa.gov\)](#)

2.5 Mandatory Intent to Bid.

The Agency requires that Bidders provide their intent to bid by email to the Issuing Officer by the due date and time in the Procurement Timetable. Submitting an intent to bid **is a mandatory requirement. Proposals received from entities that did not submit an intent to bid by date when intent to bids are due will be disqualified.**

The Bidder may wish to request confirmation of receipt of the email from the Issuing Officer to ensure delivery. Do not submit letters of intent by mail, shipping service, or hand delivery. The intent to bid should include the Bidder's name, contact person, mailing address, email address, telephone number, and a statement of intent to submit a bid in response to this RFP. The Agency may cancel an RFP for lack of interest based on the number of letters of intent to bid received.

2.6 Bidders' Conference.

The Bidders' conference will be conducted virtually as a Microsoft TEAMS meeting on the date and time listed in the Procurement Timetable. The purpose of the Bidders' conference is to inform prospective Bidders about the work to be performed and to provide prospective Bidders an opportunity to ask questions regarding the RFP. Verbal discussions at the conference shall not be considered part of the RFP unless incorporated into the RFP by amendment. Questions asked at the conference that cannot be adequately answered during the conference may be deferred and responded to in writing. Participation in this conference call is optional, but recommended as this will be the only opportunity to ask verbal questions regarding this RFP. Bidders who submit an Intent to bid will be sent a meeting notice that includes a link to the virtual Bidders' conference.

2.7 Questions, Requests for Clarification, and Suggested Changes.

Bidders are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (hereafter "Questions") using the **Attachment F: Questions, Request for Clarifications, and Suggested Changes Template** by the due date and time provided in the Procurement Timetable. Bidders are not permitted to include assumptions in their Bid Proposals. Instead, Bidders shall address any perceived ambiguity regarding this RFP through the question-and-answer process. If the Questions pertain to a specific section of the RFP, the page and section number(s) must be referenced. Bidders shall submit questions to the Issuing Officer by email. The Bidder may wish to request confirmation of receipt from the Issuing Officer to ensure delivery. Do not submit questions by mail, shipping service, or hand delivery.

Written responses to questions will be posted at <http://bidopportunities.iowa.gov/> by the date provided in the Procurement Timetable.

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

2.8 Submission of Bid Proposal.

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

Bid Proposals are to be submitted in accordance with the Bid Proposal Formatting section of this RFP. Bid Proposals may not be hand-delivered to the Issuing Officer. Bid Proposals will be submitted electronically.

Bidders are required to submit the Mandatory Intent to Bid (see 2.5). After Bidders submit the Mandatory Intent to bid they will be provided instructions on how to submit their bid electronically. Only bidders who submit the Mandatory Intent to Bid will be allowed to submit bids electronically.

2.9 Amendment to the RFP and Bid Proposal.

Each Bidder is responsible for ensuring that their Bid Proposal and any permitted amendments are submitted electronically by the established deadlines. Amendments must be received utilizing the same electronic submission method as set forth in the RFP for the submission of the original Bid Proposal, and amendments must be titled numerically.

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

2.10 Withdrawal of Bid Proposal.

The Bidder may withdraw its Bid Proposal prior to the closing date for receipt of Bid Proposals by submitting a written request to withdraw signed by the Bidder, scanned, then emailed to the Issuing Officer. The Bidder should request confirmation of receipt of the email from the Issuing Officer to ensure delivery.

2.11 Costs of Preparing the Bid Proposal.

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

2.12 Rejection of Bid Proposals.

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

2.13 Review of Bid Proposals.

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

2.13.1 Mandatory Requirements.

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

- a. The Issuing Officer must receive the Bid Proposal, and any amendments thereof, prior to or on the due date and time (See RFP Sections 2.8 and 2.9).

- b. The Bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funding by any federal department or agency (See RFP Additional Certifications Attachment).
- c. The Bidder is eligible to submit a bid in accordance with the Bidder Eligibility Requirements of this RFP (See RFP Bidder Eligibility Requirements Section).
- d. The Bidder submits a Mandatory Intent to Bid in accordance with both Section 2.5 and this RFP's Procurement Timetable.

2.13.2 Reasons Proposals May be Disqualified.

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

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

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

2.14 Bid Proposal Clarification Process.

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

2.15 Verification of Bid Proposal Contents.

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

2.16 Reference Checks.

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

2.17 Information from Other Sources.

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

2.18 Criminal History and Background Investigation.

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

2.19 Disposition of Bid Proposals.

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

2.20 Public Records and Request for Confidential Treatment.

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

The Agency will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code chapter 22 or other applicable law by a court of competent jurisdiction. However, the Bidder shall certify by signing and returning RFP Attachment B its understanding that any Agency references to Bid Proposal information marked confidential made during the evaluation process may become part of the public domain

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

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

2.21 Copyrights.

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

2.22 Release of Claims.

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

2.23 Bidder Presentations.

At the discretion of the Agency, the Bidder may be required to provide a presentation of the Bid Proposal on the date(s) listed in the Procurement Timetable via virtual presentation utilizing Teams / Zoom or a similar virtual meeting platform unless the Bidder is notified of a change prior to the presentation date(s). Based on initial evaluation committee scores the Agency will establish a list of the top proposals considered in the competitive range. Bidders within the competitive range will be requested to make presentations of their proposals at the date and time established by the Agency. The Bidder presenting may include slides, graphics, and other media selected to illustrate the Bidder's Bid Proposal.

Bidders will be notified during the week prior to scheduled presentations as to specific times they will need to present. Bidder will be sent an email containing a link to the meeting to present virtually. Bidder will be provided a 1-hour time slot for the presentation. Bidder will provide an overview of their proposal noting the highlights and things that they believe make them the best choice to be awarded the ADRC contract. The presentation should also include time for question and answer from the evaluation team. The presentation should not materially change the information contained in the bid proposal.

2.24 Notice of Intent to Award.

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

2.25 Acceptance Period.

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

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

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

Bureau Chief
c/o Bureau of Service Contract Support
Department of Health and Human Services
Lucas State Office Building
321 E 12th Street
Des Moines, Iowa 50319-0075
email: reconsiderationrequest@dhs.state.ia.us

The Agency must receive the written request for reconsideration within five calendar days of the date of either a disqualification notice or a notice of intent to award, exclusive of Saturdays, Sundays, and legal state holidays. The written request may be emailed or delivered by postal service or other shipping service. Do not deliver any requests for reconsideration to the office in person. It is the Bidder's responsibility to ensure that the request for reconsideration is received prior to the deadline. Postmarking or submission to a shipping service by the due date shall not substitute for actual receipt of a request for reconsideration by the Agency.

The request for reconsideration shall clearly and fully identify all issues being contested by reference to the page and section number of the RFP. If a Bidder submitted multiple Proposals and requests that the Agency reconsider a notice of disqualification or notice of intent to award decision for more than one Proposal, a separate written request shall be submitted for each. At the Agency's discretion, requests for reconsideration from the same Bidder may be reviewed separately or combined into one response. The Agency will expeditiously address the request for reconsideration and issue a decision. The Bidder may choose to file an appeal with the Agency within five calendar days of the date of the decision on reconsideration, exclusive of Saturdays, Sundays, and legal state holidays, and in accordance with 441 Iowa Admin. Code Ch. 7.

2.27 Definition of Contract.

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

2.28 Choice of Law and Forum.

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

2.29 Restrictions on Gifts and Activities.

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

2.30 Exclusivity.

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

2.31 No Minimum Guaranteed.

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

2.32 Use of Subcontractors.

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

2.33 Bidder Continuing Disclosure Requirement.

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

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

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

3.1 Bid Proposal Formatting.

Subject	Specifications
Font	Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial.
Page Limit	Pages included in Proposal Section 3 and any attachments the Bidder creates in a “Section 3 Attachments” section is limited to 30 pages. See Section 3.2 for further information about Section 3 Attachments.
Pagination	All pages in Proposal Sections 1-5 are to be sequentially numbered from beginning to end (do not number these Proposal sections independently of each other). The contents in Proposal Section 6 may be numbered independently of other sections.
Bid Proposal General Composition	Bid Proposals shall be divided include Technical Proposal.
Electronic Signatures	Where signatures are required by the RFP, Bidders Proposal shall include electronic signatures by software such as Adobe Signature, DocuSign, or similar (not fonts made to appear like signatures) or scanned images of ink signatures.
Electronic Files	The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents. Bidders shall utilize standard 8.5 x 11 documents, charts and graphs may be legal size but must be printable.
Request for Confidential Treatment	Requests for confidential treatment of any information in a Bid Proposal must meet these specifications: The Bidder will complete the appropriate section of the Primary Bidder Detail Form & Certification which requires the specific statutory citation supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public. The Bidder shall submit one complete electronic copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a “public copy” and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be

	<p>redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential.</p> <p>The transmittal letter may not be marked confidential.</p> <p>The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.</p>
<p>Exceptions to RFP/Contract Language</p>	<p>If the Bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail & Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.</p> <p>The Agency reserves the right to either execute a contract without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.</p>

3.2 Contents and Organization of Technical Proposal.

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

3.2.1 Information to Include Behind Section 1: Transmittal Letter.

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

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

The Bid Proposal must contain a table of contents.

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

The Bidder shall address each Deliverable that the successful contractor will perform as listed in Section 1.3, Scope of Work, by first restating the Deliverable from the RFP and then detailing the Bidder’s planned approach to meeting each contractor Deliverable immediately after the restated text. Bid

responses should provide sufficient detail so that the Agency can understand and evaluate the Bidder's approach, and should not merely repeat the Deliverable.

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

Note:

- A. Responses to Deliverables shall be in the same sequence as presented in the RFP.
- B. Bid Proposals shall identify any deviations from the specifications the Bidder cannot satisfy.
- C. Bid Proposals shall not contain promotional or display materials unless specifically required.
- D. If a Bidder proposes more than one method of meeting the RFP requirements, each method must be drafted and submitted as separate Bid Proposals. Each will be evaluated separately.

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

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

3.2.4.2 Bidder shall include relevant information about their background and experience that has prepared them for the work as described in this RFP.

3.2.4.3 Letters of support from four (4) individuals or entities knowledgeable of the Bidder's capacity to provide services similar to those sought in this RFP, including a contact person, telephone number, and email address for each reference. Form letters of reference that do not elaborate on the Bidder's performance under the specific relationships addressed in the reference letter may negatively impact the Bidder's evaluation/score. Persons who are currently employed by the Agency are not eligible to be references.

3.2.4.4 Description of capacity to manage subcontractors, if the Bidder proposes to use subcontractors.

3.2.5 Information to Include Behind Section 5: Personnel.

The Bidder shall provide relevant information about key personnel that demonstrates ability to implement the work described in this RFP:

3.2.5.1 Tables of Organization.

Illustrate the lines of authority in two tables:

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

3.2.5.2 Names and Credentials of Key Corporate Personnel.

The Bidder shall provide names, credentials and relevant information about key project personnel that demonstrates Bidder's ability to implement the work described in this RFP.

3.2.5.3 Disclosures.

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

3.2.6 Information to Include Behind Section 6: RFP Forms.

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

- A. Attachment A: Release of Information Form
- B. Attachment B: Primary Bidder Detail & Certification Form
- C. Attachment C: Subcontractor Disclosure Form (one for each proposed subcontractor)
- D. Attachment E: Certification and Disclosure Regarding Lobbying

Section 4 Evaluation of Bid Proposals

4.1 Introduction.

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

4.2 Evaluation Committee.

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

4.3 Proposal Scoring and Evaluation Criteria.

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

4.3.1 Scoring Guide.

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

4	Bidder has agreed to comply with the requirements and provided a clear and compelling description of how each requirement would be met, with relevant supporting materials. Bidder's proposed approach frequently goes above and beyond the minimum requirements and indicates superior ability to serve the needs of the Agency.
3	Bidder has agreed to comply with the requirements and provided a good and complete description of how the requirements would be met. Response clearly demonstrates a high degree of ability to serve the needs of the Agency.
2	Bidder has agreed to comply with the requirements and provided an adequate description of how the requirements would be met. Response indicates adequate ability to serve the needs of the Agency.
1	Bidder has agreed to comply with the requirements and provided some details on how the requirements would be met. Response does not clearly indicate if all the needs of the Agency will be met.

0	Bidder has not addressed any of the requirements or has provided a response that is limited in scope, vague, or incomplete. Response did not provide a description of how the Agency’s needs would be met.
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4.3.2 Technical Proposal Components.

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

<u>Technical Proposal Components</u>	<u>Weight</u>	<u>Score (0-4)</u>	<u>Potential Maximum Points</u>
3.2.1 Transmittal Letter	Required		0
3.2.2 Table of Contents	Required		0
3.2.3 Bidders Approach to Meeting Deliverables			
1.3.1.1 Develop and deliver a training program for ADRC member organizations to ensure a highly qualified, well-trained ADRC workforce.			
A. Plan and develop an on-demand training course for new staff and annual continuing education training.	30		120
B. Plan for, deliver and evaluate courses/trainings.	40		160
C. Collect and report training data.	20		80
1.3.1.2 Administer a toll-free, statewide call center to ensure streamlined access for Iowans.			
A. Operate a toll-free call center for Eligible Populations.	40		160
1.3.1.3 Task Area 3: Maintain an information technology system(s) resource database.			
A. Utilize a comprehensive, searchable database that is internal for ADRC members and also connects to an external, public-facing website that provides current and accurate information regarding providers and services that may assist ADRC eligible populations.	40		160
B. The Agency shall be considered the owner of the resource database.	Required		0

1.3.1.4 Task Area 4. Conduct program evaluation, quality assurance, and continuous quality improvement activities for the ADRC system.			
A. Meet with the Agency’s Bureau of Performance annually to establish and implement a performance improvement plan.	30		120
1.3.1.5 Task Area 5. Contractor Work Plan, Meetings, and Reporting.			
A. Participate in contract kick-off meeting and monthly with Agency to discuss status of projects.	20		80
B. Performance management data and information requested by Agency to meet requirements outlined in 1.3.1.4.A.a.	20		80
3.2.4 Bidder’s Experience			
3.2.4.1 Technical Experience	30		120
3.2.4.2 Relevant background information and experience	30		120
3.2.4.3. Letters of Support (4)	5		20
3.2.4.4 Capacity to Manage Subcontractors	5		20
3.2.5 Personnel			
3.2.5.1 Table of Organization (2)	5		20
3.2.5.2 Relevant Information about Key Personnel	5		20
3.2.5.3 Disclosures, if applicable	Required		0
3.2.6 RFP Forms	Required		0
Oral Presentations (Section 2.23)	40		160
			1,440

4.4 Recommendation of the Evaluation Committee.

The evaluation committee shall present a final ranking and recommendation(s) to the Director of Aging and Disability Services Division for consideration. In making this recommendation, the committee is not bound by any scores or scoring system used to assist with initially determining the relative merits of each Bid Proposal. This recommendation may include, but is not limited to, the name of one or more Bidders recommended for selection or a recommendation that no Bidder be selected. The Director of Aging and Disability Services Division shall consider the committee’s recommendation when making the final decision but is not bound by the recommendation.

Attachment A: Release of Information
(Return this completed form behind Section 6 of the Bid Proposal.)

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

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

Printed Name of Bidder Organization

Signature of Authorized Representative

Date

Printed Name

Attachment B: Primary Bidder Detail & Certification Form

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

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

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

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

PRIMARY BIDDER CERTIFICATIONS

- 1. BID PROPOSAL CERTIFICATIONS. By signing below, Bidder certifies that:**
 - 1.1 Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail & Certification Form. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal. The Bidder accepts and shall comply with all Contract Terms and Conditions contained in the Sample Contract without change except as set forth in the Contract;
 - 1.2 Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein;
 - 1.3 Bidder has received any amendments to this RFP issued by the Agency;
 - 1.4 No cost or pricing information has been included in the Bidder’s Technical Proposal;
 - 1.5 If Bidder requests confidential treatment of any information submitted in its Proposal, the Bidder expressly acknowledges and agrees that the Agency’s evaluation document(s) may reference information of which the Bidder requested confidential treatment in the Bid Proposal. These Agency evaluation documents may then be in the public domain and be open to inspection by interested parties upon the Agency’s issuance of a Notice of Intent to Award. The Agency will not redact information or references to information in evaluation documents even in instances which a Bidder requested confidential treatment in the Bid Proposal; and,

1.6 The person signing this Bid Proposal certifies that he/she is the person in the Bidder's organization responsible for, or authorized to make decisions regarding the prices quoted and, Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier.

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

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

3. EXECUTION.

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

Signature:	
Printed Name/Title:	
Date:	

Attachment C: Subcontractor Disclosure Form

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

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

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

Detail the Subcontractor's qualifications for performing this scope of work

By signing below, Subcontractor agrees to the following:

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

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

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

Signature for Subcontractor:	
Printed Name/Title:	
Date:	

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

1. CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

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

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

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

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

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Bidder shall provide immediate written notice to the person to whom this Bid Proposal is submitted if at any time the Bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The Bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.

5. The Bidder further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

5. CERTIFICATION REGARDING DRUG FREE WORKPLACE

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

6. NON-DISCRIMINATION

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

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

Instructions:

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

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

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

- The bidder is NOT including a disclosure form as referenced in this form's instructions because the bidder is NOT required by law to do so.
- The bidder IS filing a disclosure form with the Agency as referenced in this form's instructions because the bidder IS required by law to do so. If the bidder is filing a disclosure form, place the form immediately behind this in the Proposal.

Signature:	
Printed Name/Title:	
Date:	

Attachments Specific to This RFP

- Attachment F:** Questions, Request for Clarifications, and Suggested Changes Template
- Attachment G:** Sample Contract

Attachment G: Sample Contract

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

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

CONTRACT DECLARATIONS AND EXECUTION

RFP #	Contract #
ADS-24-001	<i>{To be completed when contract is drafted.}</i>

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

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

Agency of the State (hereafter “Agency”)	
Name/Principal Address of Agency: Iowa Department of Health and Human Services 1305 E. Walnut Des Moines, IA 50319-0114	Agency Billing Contact Name / Address: <i>{To be completed when contract is drafted.}</i>
Agency Contract Manager (hereafter “Contract Manager”) /Address (“Notice Address”): <i>{To be completed when contract is drafted.}</i>	Agency Contract Owner (hereafter “Contract Owner”) / Address: <i>{To be completed when contract is drafted.}</i>

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

Contract Information	
Start Date: <i>{To be completed when contract is drafted.}</i>	End Date of Base Term of Contract: End Date of Contract: <i>{To be completed when contract is drafted.}</i>
Possible Extension(s): <i>{To be completed when contract is drafted.}</i>	
Contract Contingent on Approval of Another Agency: Yes Which Agency? Department of Managment	ISPO Number: *ADD ISPO#*
Contract Include Sharing SSA Data? Yes	DoIT Number: N/A

Contract Execution

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

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

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

{To be completed when contract is drafted.}

1.2 Contract Purpose.

{To be completed when contract is drafted.}

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

{To be completed when contract is drafted.}

1.3.2 Performance Measures.

{To be completed when contract is drafted.}

1.3.3 Agency Responsibilities.

****ADD IF APPLICABLE****

1.3.4 Monitoring, Review, and Problem Reporting.

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

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

****ENTER APPLICABLE AGENCY MONITORING****

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

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

1.3.4.3 Problem Reporting. As stipulated by the Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of Contract performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall provide a report setting forth activities taken or to be taken

to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities.

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

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

1.3.4.5 Payment of Invoices.

The Agency shall verify the Contractor's performance of the Deliverables before making payment. The Agency will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for end of state fiscal year claim(s) submitted after August 1st, the Contractor may submit the late claim(s). The Agency may require a justification from the Contractor for the untimely submission. The Agency may reimburse the claim if funding is available after the end of the state fiscal year. If funding is not available after the end of the state fiscal year, the Agency may submit the claim to the Iowa State Appeal Board for a final decision regarding reimbursement of the claim.

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

1.3.4.6 Travel Expenses.

If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210 [State Accounting Policy & Procedures Manual | Iowa Department of Administrative Services](#), and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.

To be reimbursed for lodging that occurred at a lodging provider that must pay Iowa hotel/motel taxes, prior to the lodging event, the Contractor shall confirm that the lodging provider has received the Human Trafficking Prevention Training Certification at the website maintained by the Iowa Department of Public Safety, currently at <https://stophtiowa.org/certified-locations>, as required by

Iowa Code § 80.45A(5). The Contractor shall submit to the Agency a screen shot of this verification showing the lodging provider is a certified location with the claim for reimbursement.

1.3.5 Contract Payment Clause.

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

{To be completed when contract is drafted.}

1.3.5.2 Payment Methodology.

{To be completed when contract is drafted.}

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

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

1.3.5.5 Payment of Invoices. The Agency shall verify the Contractor's performance of the Deliverables before making payment. The Agency will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for end of state fiscal year claim(s) submitted after August 1st, the Contractor may submit the late claim(s). The Agency may require a justification from the Contractor for the untimely submission. The Agency may reimburse the claim if funding is available after the end of the state fiscal year. If funding is not available after the end of the state fiscal year, the Agency may submit the claim to the Iowa State Appeal Board for a final decision regarding reimbursement of the claim.

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

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

1.4 Insurance Coverage.

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

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

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

1.5.1 Security Framework: The Contractor will comply with and adhere to the following Agency and State information technology standards and provide training to Contractor's employees and subcontractors concerning such standards, procedures and protocols as applicable.

- (1) Data Backup Standard:** Applicable to Contractors which utilize data systems to process, store, transmit or monitor information essential to the performance of Agency required services.
- (2) Data Stewardship Standard:** Applicable to Contractors which utilize data systems to process, store, transmit or monitor information essential to the performance of Agency required services.
- (3) Interconnectivity Standard:** Applicable to Contractors which utilize data systems to process, store, transmit or monitor information essential to the performance of Agency required services.
- (4) Laptop Data Protection Standard:** Applicable to Contractors which utilize laptops to process, store, transmit or monitor data essential to the performance of Agency required services or connects to state owned or managed network.
- (5) Removable Storage Encryption Standard:** Applicable to Contractors which utilize removable storage devices to process, store, transmit or monitor information essential to the performance of Agency required services.

(6) Web Application Security Standard: Applicable to Contractors which develop, manage or utilize state resources including but not limited to websites, data systems, desktop applications and web Section 2, Page 11 of 22 based services.

(7) Website Accessibility Standard: Applicable to Contractors which develop and maintain Department web pages. Current state information technology standards are accessible online at: <https://ocio.iowa.gov/home/standards>

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

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

1.5.4 Business Associate. If the Contractor is designated as a Business Associate through this Contract, the Contractor agrees to follow Section 3.2 of the Contingent Terms for Service Contracts. By signing this Contract, the Business Associate certifies it will comply with the Business Associate Agreement Addendum ("BAA"), and any amendments thereof, as posted to the Agency's website: <https://hhs.iowa.gov/media/2904/download>

1.6 Reserved. (Labor Standards Provisions.)

1.7 Incorporation of General and Contingent Terms.

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

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

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

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

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

1.8 Additional Terms. The Contractor shall comply with the following:
 To be determined.