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REQUEST FOR PROPOSAL (RFP)

Refugee Community Services

REF-24-001

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**Attachment 00** Bidder Questions, Requests for Clarification, and Suggested Changes

**Attachment 1** Bidder Response Cover Sheet

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**Attachment 3** Bidder Response Application Budget Form

**Attachment 4** Bidder Request for Start-up Funding Application Form

**Attachment 5** Bidder Request for Start-up Funding Budget Form

# RFP Purpose.

The Iowa Department of Human Services (DHS) Bureau of Refugee Services (BRS) is soliciting proposals to identify contractors to provide a continuum of services to Iowa’s Refugees in the form of individual programs or unique services. A result of implementation of these services may be the successful integration of Refugees and their families into their new communities. The continuum of services will include Community Integration Services, Older Refugee Supports, Youth Services and Supports, and Startup Services.

This procurement is intended to purchase services in alignment with the goals identified by the federal Office of Refugee Resettlement (ORR) as follows:

* Advancing racial equity and support for underserved communities.
* Practicing inclusion through purposeful collaboration and engagement with ethnic communities to inform service design and delivery.
* Delivering programming that fully meets the needs of population through innovation, ingenuity, outreach, and partnerships.

***Available Funding and Duration of Contract.***

The Agency anticipates approximately $5 million dollars to be awarded through an initial two-year Contract, with the possibility of up to four one-year extensions for a possible duration of six years. Eligible Bidders may apply for funding to deliver one or more community services. Bidders may also apply for Start-up Services if they meet eligibility criteria. The Agency will have the sole discretion to extend the contract.

The total maximum award for a single bidder for the initial two-year contract term shall not exceed $325,000. The maximum award for a single bidder for Refugee Community Services Projects will be capped at $125,000 per State Fiscal Year. The maximum award for a single bidder for startup funding will be capped at $75,000 for the initial two-year contract term. Startup funding shall only be available to those bidders that meet the requirements provided in RFP Section 1.3.1.3 and will not be available for any contract renewal periods

Awards will be made in consideration of the funds available to the Department of Health and Human Services’ Bureau of Refugee Services (BRS).

***Award Process.***

The Agency anticipates awarding multiple Contracts as a result of this RFP. Individual proposals may experience any of the following outcomes:

1) The proposal may not be funded at all,

2) The proposal may be offered partial funding, or

3) The proposal may be funded completely.

If a Bidder is offered partial funding, they will be given the opportunity during Contract negotiations to resubmit output measures for the proposed programs or services and update their budget based on the partial award amount. **The Agency anticipates receiving funding requests in excess of the total amount of available funds. Bidders are not guaranteed any amount of funding, including the maximum amount allowed.**

***Eligible Services***

See Section 1.3 Scope of Work for details on allowable services.

Bidders are given wide latitude in defining a specific program or service model to use in their approach to meet the Deliverables. Funds shall not be expended for other service delivery programs or other populations. All awarded bidders shall submit an Agency approved project plan prior to contract execution.

In addition to delivering services, Bidders shall ensure the successful completion of the program or service by the Refugees who are enrolled. This will be evidenced by reporting outcomes and program activities. In addition, awardees must comply with the Performance Measures outlined in Section 1.4.

Procurement Timetable

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

|  |  |
| --- | --- |
| **Event** | **Date** |
| Agency Issues RFP Notice to Targeted Small Business Website (48 hours): | **January 4, 2023** |
| Agency Issues RFP to Bid Opportunities Website | **January 6, 2023** |
| Bidder Notice of Intent to Bid Due to the Agency  Use Attachment 0 | **January 26, 2023, 1:00 PM** |
| Round 1 Bidder Written Questions Due to the Agency  Use Attachment 00 | **January 26, 2023, 1:00 PM** |
| Agency Written Responses to Round 1 Questions and Bidders Conference Questions Issued By | **February 2, 2023** |
| **Bidder’s Conference** | **February 9, 2023**  **4:00 – 6:00 PM** |
| Round 2 Bidder Written Questions Due to the Agency  Use Attachment 00 | **February 23, 2023, 1:00 PM** |
| Agency Written Responses to Round 2 Questions Issued By | **February 28, 2023** |
| **Bidder Proposals and any Amendments to Proposals Due By** | **March 16, 2023, 1:00 PM** |
| Agency Announces Apparent Successful Bidder/Notice of Intent to Award | **April 28, 2023** |
| Contract Negotiations and Execution of the Contract Completed | **July 1, 2023** |
| Anticipated Start Date for the Provision of Services | **July 1, 2023** |

Section 1 Background and Scope of Work

1.1 Background.

The Iowa Department of Human Services (DHS) Bureau of Refugee Services (BRS) is charged with supporting the resettlement of Refugees in Iowa. This work is accomplished through partnerships with a network of partners across Iowa. The overarching goal of this work is to ensure Refugees become self-sustaining, productive Iowans as quickly as possible. This is accomplished through diverse programming that helps Refugees obtain sustainable employment, safe and affordable housing, and other services to feel welcome in their new home state.

1.1.1 Service Continuum Background

BRS is seeking to procure a comprehensive continuum of services to bolster Refugee success. The goal of this continuum of services will be increased economic mobility, social adjustment for participants, and successful community integration.

The federal Office of Minority Health advises health equity is the attainment of the highest level of health for all people. In our state, like other states across the nation, individuals from a variety of cultural backgrounds are challenged by factors such as employment, education, and access to services. These factors limit their achievement of the quality of life and wellbeing they desire. Successful Refugee programs result from engaging individuals and families with services based on their needs. Refugees whose needs are met are healthier, more successful in school and work, and are empowered within their communities. For these reasons, bidders must provide services in a culturally and linguistically appropriate manner.

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 Human Services. Currently the Agency is in a transition Period. Effective July 1, 2022, through July 1, 2023, the Iowa Department of Human Services (DHS) and the Iowa Department of Public Health (IDPH) shall be in a transition period as the agencies develop and implement transition plans to merge the agencies and become a new state agency, the Iowa Department of Health, and Human Services (DHHS). For purposes of this Contract throughout the transition period, “Agency” or “Department” means either DHS or DHHS. Throughout the transition period, DHS and DHHS shall have and may exercise all legal powers and duties of DHS, including executing all contractual rights and obligations.

Effective July 1, 2023, the Iowa Department of Human Services (DHS) and the Iowa Department of Public Health shall merge and become the Iowa Department of Health and Human Services (DHHS). For purposes of this Contract on and after July 1, 2023, “Agency” or “Department” means DHHS. On and after July 1, 2023, DHHS shall have and may exercise all legal powers and duties of the former DHS, including executing all contractual rights and obligations.

***“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 a Contract because of this Solicitation.

***“Deliverables”*** means all 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.

***“Direct Costs”*** means those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently as either Direct or Indirect (F&A) costs. Typical costs charged directly to a Federal award are the compensation of employees who work on that award, their related fringe benefit costs, the costs of materials and other items of expense incurred for the Federal award. If directly related to a specific award, certain costs that otherwise would be treated as Indirect Costs may also include extraordinary utility consumption, the cost of materials supplied from stock or services rendered by specialized facilities or other institutional service operations (45 C.F.R. § 75.413).

***“Indirect Costs”*** means costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of Indirect expenses to the cost objectives served, it may be necessary to establish several pools of Indirect (F & A) Costs. Indirect (F&A) Cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived (45 C.F.R. 75.2).

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

***“Incentives”*** means expenses associated with the purchase of goods to encourage Project participation. Incentives include, but are not limited to, meals, baby items, diapers, gift cards, toys, books, trinkets, etc.

***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.

***"Older Refugee"*** means a Refugee that is 60 years of age or older and has been in the United States less than five (5) years.

***"Refugee"*** means a person:

1. Paroled as a Refugee or asylee under section 212(d)(5) of the Immigration and Nationality Act.
2. Admitted as a Refugee under section 207 of the Immigration and Nationality Act.
3. Granted asylum under section 208 of the Immigration and Nationality Act.
4. Cuban and Haitian entrants, in accordance with requirements in 45 CFR part 401.
5. Certain Amerasians from Vietnam who are admitted to the U.S. as immigrants pursuant to section 584 of the Foreign Operations, Export Financing, and Related Programs Appropriations Act, 1988 (as contained in section 101(e) of Public Law 100-202 and amended by the 9th proviso under Migration and Refugee Assistance in title II of the Foreign Operations, Export Financing, and Related Programs Appropriations Acts, 1989 (Public Law 100-461 as amended)).
6. Certain Alien Immigrants who are victims of a severe form of trafficking who have been certified by the U.S. Department of Health and Human Services pursuant to Section 107(b) of the Trafficking Victims Protection Act of 2000, as contained in Pub. L. No. 106-386, Division A, 114 Stat. 1464 (2000),
7. Iraqi and Afghan aliens granted special immigrant status under section 101(a)(27) of the Immigration and Nationality Act (INA), or
8. Admitted for permanent residence, provided the individual previously held one of the statuses identified above.

***“Refugee Youth"*** means a Refugee age birth to 18 who are within the first five (5) years of their arrival date in the United States.

***“State Fiscal Year”*** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year.

1.3 Scope of Work

**1.3.1 Deliverables**

The Contractor shall provide the following:

**1.3.1.2** **Community Services (List of Services Available for Selection by Bidders)**

Successful Bidders shall provide one or more of the services listed in sections 1.3.1.2.1 thru 1.3.1.2.3. .Service delivery shall be limited to only those Refugees that are able to provide acceptable documentation of one of the statuses below that are eligible for Office of Refugee Resettlement benefits and services. These documents may or may not provide proof of identity, nationality or entry date. Please access the following link for more information:

<https://www.acf.hhs.gov/orr/policy-guidance/status-and-documentation-requirements-orr-refugee-resettlement-program>

* [Paroled as a Refugee or Asylee](https://www.acf.hhs.gov/orr/policy-guidance/status-and-documentation-requirements-orr-refugee-resettlement-program#paroled)
* [Refugees](https://www.acf.hhs.gov/orr/policy-guidance/status-and-documentation-requirements-orr-refugee-resettlement-program#refugees)
* [Asylees](https://www.acf.hhs.gov/orr/policy-guidance/status-and-documentation-requirements-orr-refugee-resettlement-program#asylees)
* [Cuban and Haitian Entrants](https://www.acf.hhs.gov/orr/policy-guidance/status-and-documentation-requirements-orr-refugee-resettlement-program#cuban)
* [Amerasians](https://www.acf.hhs.gov/orr/policy-guidance/status-and-documentation-requirements-orr-refugee-resettlement-program#amerasians)
* [Lawful Permanent Residents](https://www.acf.hhs.gov/orr/policy-guidance/status-and-documentation-requirements-orr-refugee-resettlement-program#lawful)
* [Iraqi and Afghan Special Immigrants](https://www.acf.hhs.gov/orr/policy-guidance/status-and-documentation-requirements-orr-refugee-resettlement-program#iraqi)
* [Unaccompanied Refugee Minors](https://www.acf.hhs.gov/orr/policy-guidance/status-and-documentation-requirements-orr-refugee-resettlement-program#unaccompanied)
* [Victims of Human Trafficking](https://www.acf.hhs.gov/orr/policy-guidance/status-and-documentation-requirements-orr-refugee-resettlement-program#victims)

**1.3.1.2.1** **Community Integration Services**

These services include those that increase Refugees’ understanding of the US culture and approaches to managing common needs. As a result of this service, Refugees will increase their knowledge and skills and attest to increased independence and confidence in obtaining resources related to their needs.

[ORR PL 16-07](https://www.acf.hhs.gov/orr/policy-guidance/guidance-refugee-social-services-funding) identifies the following eligibility criteria: Allowable social services are delineated at 45 CFR 400.154 and 400.155. The regulations at 45 CFR 400.155(h) provide that Refugee Social Services funding can be used for any additional services aimed at strengthening and supporting the ability of a Refugee individual, family, or Refugee community to achieve and maintain economic self-sufficiency, family stability, or community integration. Additional services must be demonstrated as effective and must not be available from any other funding source. Services provided under 45 CFR 400.155 must be consistent with the goals and priorities of the Refugee program.

Contractors shall provide or connect Refugees to services that support economic self-sufficiency, family stability, community integration. Contractors may implement programs from the following list of services:

1. English proficiency
2. Digital Literacy Training
3. Banking and Financial Literacy Courses
4. Educational Presentations and Training on Nutrition and Meal Planning
5. Transportation Education:  Mobility Management Courses and Training
6. Health and Wellness Education
7. Other Training and Education for Identified Needs

The following activities are a requirement of this funding:

1. Successful bidders shall recruit Refugees for participation in group and individual activities that enhance their understanding of US culture, approaches to managing common needs, and identification of community resources and services available to them.

2. Successful bidders shall develop, implement, and adhere to an Agency approved project plan for delivery of the proposed services.

3. Successful bidders shall conduct Agency approved pre- and post-tests of participants to evaluate individual and programmatic progress and opportunities for quality improvement. The instrument will assess at a minimum, socialization, identification of community resources and services to meet needs, independence, confidence, knowledge gains, and quality of life.

**1.3.1.2.2 Services to Older Refugees (SOR)**

These services include those that build connections for ORR-eligible individuals aged 60 or above (Older Refugees) to mainstream services for older Iowans. In addition, this service will increase socialization for participants and result in their ability to attain US citizenship to maintain eligibility for Social Supplemental Income (SSI) or Social Security Disability Income (SSDI).

[ORR PL 22-08](https://www.acf.hhs.gov/sites/default/files/documents/orr/orr-pl-22-08-services-to-older-refugees-program.pdf) identifies the following eligibility criteria: The Services for Older Refugees program’s goals are to increase integration and independent healthy living for older ORR-eligible populations, Refugees who are 60 and older and living in the United States less than five (5) years. To accomplish these goals, a state must provide the following SOR services in accordance with 45 CFR Part 400 and are required to ensure that it or its subrecipient agencies:

* Provide case management, to begin by performing an initial assessment of the needs and goals of the individual.
* Develop a plan to meet those needs through services and activities.
* Refer the individual, and facilitate the individual’s access, to the relevant services and activities.
* Document services provided and activities.
* Assess the progress of each SOR enrollee toward meeting their needs and goals.

The above-mentioned examples are not exhaustive. Grantees must provide services in accordance with 45 C.F.R. Part 400. Grantees should implement systems for evaluating the effectiveness of the services provided. Grantees should direct funding to localities with the greatest need for SOR services.

Contractors that provide service to Older Refugees shall provide or connect eligible Refugees to the following continuum of services:

A. Helping older ORR-eligible populations access mainstream aging services in the community such as information about supportive services, nutrition services, meal delivery, elder abuse, senior community centers, and intergenerational activities.

B. Creating opportunities for older ORR-eligible populations to live independently through transportation, home care, adult day care, or respite care.

C. Assisting eligible populations on the path to citizenship, especially those at risk of losing Supplemental Security Income or other federal benefits, to naturalize through civic instructions, counseling, and application assistance. Note, funding from the Services for Older Refugees (SOR) program cannot be used to pay application fees for citizenship examinations and cannot duplicate citizenship services provided by U.S. Citizenship and Immigration Services.

The following activities are a requirement of this funding:

1. Successful bidders shall recruit Older Refugees for participation in group and individual activities that enhance socialization and increase their capacity to attain US citizenship to maintain SSI and SSDI benefits.

2. Successful bidders shall develop, implement, and adhere to an Agency approved project plan for implementation of the proposed Older Refugee services.

3. Successful bidders shall conduct Agency approved pre- and post-tests of participants to evaluate individual and programmatic progress and opportunities for quality improvement. The instrument will assess at a minimum, socialization, access to resources and services available to older Iowans, and readiness for US citizenship.

**1.3.1.2.3 Youth Services for Refugees under the Age of 18**

These services include those that support Refugee Youth by providing career coaching and education, support in managing generational challenges and social pressures and enhancing mental wellbeing. The result of this service will be participant attestations of a plan to engage in a career pipeline or pathway, report increased socialization, increased wellbeing, increased knowledge of generational challenges and coping strategies, and ability to access needed services and supports.

[ORR PL 22-07](https://www.acf.hhs.gov/sites/default/files/documents/orr/orr-pl-22-07-refugee-school-impact-2021-12-08.pdf) identifies the following eligibility criteria: States may provide Refugee School Impact program services to all ORR-eligible individuals, from birth until the age of 18. Effective October 1, 2021, ORR has extended RSI eligibility to children from birth. ORR-eligible youth 18 or older are eligible if the individual is enrolled in high school or a high school equivalent GED program. States may provide RSI services to ORR-eligible populations within the first 5 years of their arrival or date of eligibility, but should prioritize services to children, youth, and their parents (if applicable) who have been in the United States for 1 year or less.

Contractors that provide service to Refugee Youth shall provide or connect eligible youth Refugees to the following continuum of services:

A. Developing opportunities and activities to promote social and life skills

B. Providing opportunities for social engagement with peers

C. Introducing American culture, while maintaining and celebrating the youth’s cultural heritage

D. Supporting learning of English, math, and other skills

E. Offering academic support (managing homework and school transitions)

F. Developing health and financial literacy

G. Assisting with career development: skill building, résumé drafting, understanding worker’s rights, and trainings

The following activities are a requirement of this funding:

1. Successful bidders shall recruit Refugee Youth under the age of 18 for participation in group and individual activities that enhance socialization, wellbeing, coping strategies, and access to resources and services.

2. Successful bidders shall develop, implement, and adhere to an Agency approved project plan the proposed youth services.

3. Successful bidders shall conduct Agency approved pre- and post-tests of participants to evaluate individual and programmatic progress and opportunities for quality improvement. The instrument will assess socialization, wellbeing, coping strategies, and access to resources and services, as appropriate for each program.

**1.3.1.3 Start-up Services**

Funding for start-up services will be available for entities who serve ORR-eligible Refugees and their families who have 25 or fewer employees. The goal of this funding will be to enhance the skills of a full-time employee in the areas of leadership, fundraising, grant writing and reporting. Start-up funding is limited to no more than $75,000 maximum budget per Bidder and is only available to those bidders that are awarding funding for services describe in Section 1.3.1.2 above.

Contractors requesting funds for capacity-building and organizational support services will participate in and complete the following:

A. Leadership Training and Applied Practice Experiences

B. Grant Writing Course Work and Applied Practice Experiences

C. Fundraising Project Development and Execution

The following activities are a requirement of this funding.

1. Successful bidders shall develop two new partnerships that support delivery of services to Refugees. Evidence of these partnerships will be demonstrated through collaborative activities that meet identified needs of Refugees within the community.

2. Successful bidders shall plan and hold one fundraising event per year. This event will focus on increasing resources to address the needs of Refugees.

3. Successful bidders shall identify and submit 2 grant applications each year. The applications will focus on increasing resources to address the needs of Refugees.

4. Successful bidders shall develop and deliver quarterly community presentations and participate in one community committee, event, or group each quarter.

**1.3.1.4 Reporting Requirements.**

Specific reporting requirements, and the specific format of reports, shall be set forth in the Contract between successful Bidders and the Agency.

**1.3.1.4.1. Reporting Requirements: Community Integration Services, Services to Older Refugees, and Youth Services**

A. Monthly Reports: The Contractor shall submit monthly reports to the Agency, in an Agency approved format, broken out by program that shall include, but not be limited to:

1. The total number of individuals enrolled in services for the reporting period.
2. The number of new Refugees enrolled in services during the reporting period.
3. The number of Refugees with continued enrollment during the reporting period.
4. The number of Refugees that successfully completed the full training course (if applicable).
5. The number of Refugees that discontinued services during the reporting period. Results of all pre- and post-tests for participants during the reporting period.

B. Quarterly and Annual Reports

The contractor shall provide project summary reports to the Agency on a quarterly and annual basis utilizing an Agency approved format. At a minimum, reports may include, but shall not be limited to, the following information:

1. Summary of progress toward meeting deliverables.
2. Summary of progress toward meeting service outputs.
3. Project financial data.
4. Project successes and lessons learned.
5. Project challenges and proposed solutions.

**1.3.1.4.2.** **Reporting Requirements: Start-up Services**

A. Monthly Reports: The Contractor shall submit monthly reports to the Agency, in an Agency approved format, broken out by program that shall include, but not be limited to:

1. The total number of individuals enrolled in services for the reporting period.
2. The number of new Refugees enrolled in services during the reporting period.
3. The number of Refugees with continued enrollment during the reporting period.
4. Results of all pre- and post-tests for participants during the reporting period.

***1.4 Performance Measures***

Specific Performance Measures will differ slightly, depending on the type of Project awarded. However, a successful Bidder shall meet certain performance measures around reporting service outputs, service goals, training, and evaluation. Successful applicants will have a plan to achieve the following performance measures through the collection of pre- and post-program assessments and program or service evaluations. The plan will include a defined process for regularly collecting and reporting the data to BRS. Examples of general Performance Measures to be expected in an awarded Contract are outlined below:

**Performance Measure Area 1 – Reporting**

**PM 1: Reporting (All Projects)**

**100% of required service and financial reports shall be submitted by the Contractor to the BRS Contract Manager with monthly Invoices, as required for payment, by the deadlines provided:**

* Monthly service reports are due by the 15th of the month, or the next Business Day, following the reporting period to the Refugee Community Services Contract Manager.
* Quarterly and Annual service reports are due by the 25th of the month, or the next Business Day following the reporting period to the Refugee Community Services Contract Manager.
* All service reports shall be submitted by the Contractor regardless of whether services are provided in the reporting period.

**Performance Measure Area 2 –Community Services**

**PM 2. Community Integration Services**

75% of participants will indicate, through pre-and post-test results, achievement of both of the following:

* Increased knowledge in skill areas
* Increased independence/confidence

**PM 3. Community Integration Services**

75% of participants shall successfully complete the full training course.

PM 4. **Services to Older Refugees**

75% of participants will indicate achievement of at least 3 of the following:

* Increased engagement with services available for older Iowans
* Increased socialization, decreased isolation
* Interested in and prepared for citizenship
* Maintained eligibility for SSI or SSDI

PM 5. Youth Services for Refugees Under the Age of 18

75% of participants will indicate achievement of at least 3 of the following:

* Have developed a plan for further education or a career
* Increased emotional and social well-being
* Increased knowledge of challenges and coping strategies to mitigate those challenges
* Identify services and supports that increase independence and understand how to access them

**Performance Measure Area 3 – Start-up Services**

PM 6. **Leadership, Fundraising, and Grant Writing:**

* Leadership:
  + Annual: Establishment of two new partnerships
  + Quarterly:
    - One community presentation
    - Participation in one new community committee, event, or group.
* Fundraising:
  + Completion of one fundraising event per year
* Grant Writing:
  + Submission of two grant applications per year

**Performance Measure Area 4 – Outcomes Measurement**

PM 6**: Maintaining Enrollment:**

* 60% of all Refugees enrolled in a service will complete the service within the service program timeline. This performance measure will be assessed by service. This may include, but is not limited to:
  + Receipt of a certificate of completion
  + Attainment of licensure
  + Attainment of citizenship

***1.5 Contract Payment Methodology.***

Contractor shall Invoice the Agency monthly for reimbursement of the costs associated with meeting the Deliverables of the Contract.  This reimbursement shall be in accordance with the negotiated Contract budget, which the Contractor shall submit based on the final awarded amount, prior to Contract Execution.  The Contractor shall inform the Contract Manager within 30 days of any line item shifts in the budget, up to 10%, assuming the shifts do not violate any cost restrictions.  The Contractor shall seek Agency approval prior to incurring the expenses in the event the Contractor wishes to shift more than 10% of the Contract value among line items in any SFY (including one single shift or multiple line-item shifts that add up to 10%).

***1.6 Distribution of Funding.***

Funds will be distributed through the reimbursement of monthly expenses incurred by the Contractor for services rendered. Monthly claims, with supporting documentation, must be sent directly to the BRS Contract Manager, for review and approval.

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

Lucas State Office Building, 6th Fl

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***

Additional information regarding program effectiveness, program populations, and best practices may be utilized to assist in providing rationale for Project selection to address needs of the community. Examples of such may include, but are not limited to the following:

The ORR Policy Letter 21-06 Addressing the Family Self-Sufficiency Plan Requirements to Promote Self-Sufficiency and Integration can be found at: <https://www.acf.hhs.gov/sites/default/files/documents/orr/ORR-PL-21-06-Enhanced-Family-Self-Sufficiency-Plan.pdf>

The HHS.gov definition of Culturally and Linguistically Appropriate services can be found at:

<https://thinkculturalhealth.hhs.gov/clas/what-is-clas#:~:text=For%20us%2C%20culturally%20and%20linguistically,disparities%20and%20achieve%20health%20equity>

Refugee Resettlement 101 from HiAS can be found at:

[https://hias.org/wp-content/uploads/Refugee\_resettlement\_101\_backgrounder\_january\_2019.pdf](https://hias.org/wp-content/uploads/refugee_resettlement_101_backgrounder_january_2019.pdf)

8 Practical Ways to Help Refugees by Melissa Fleming can be found at:

[https://ideas.ted.com/8-practical-ways-to-help-Refugees/](https://ideas.ted.com/8-practical-ways-to-help-refugees/)

Case Management Strategies from the International Rescue Committee can be found at: <https://www.ritaresources.org/resources/library/case-management-strategies/>

Your Guide to Protection Case Management from the UN High Commissioner for Refugees can be found at: <https://www.unhcr.org/617170a14.pdf>

An example of a Refugee Driving program can be found at: <https://www.justserve.org/projects/9b76d86c-9af4-48cb-bdf8-cd34cab4de9f>

The Afghan Legal League of Iowa can be found at: <https://www.alliowa.org/>

An example of a Refugee Youth Mentoring Program can be found at: [https://www.rstx.org/what-we-do/Refugee-youth-mentoring-program.html](https://www.rstx.org/what-we-do/refugee-youth-mentoring-program.html)

An example of a Refugee Program for Older Adults can be found at: [https://slco.org/aging-adult-services/Refugees/#:~:text=Refugee%20Program%20for%20Older%20Adults&text=Resources%20are%20available%20to%20all,call%20385-468-3253](https://slco.org/aging-adult-services/refugees/#:~:text=Refugee%20Program%20for%20Older%20Adults&text=Resources%20are%20available%20to%20all,call%20385-468-3253)

The Office of Refugee Resettlement’s Policy Letters can be found at: <https://www.acf.hhs.gov/orr/policy-guidance/policy-letters>

The Refugee Alliance of Central Iowa’s website can be found at: [https://www.Refugeeallianceofcentraliowa.org/](https://www.refugeeallianceofcentraliowa.org/)

The Switchboard website (a one-stop resource hub for Refugee service providers in the U.S.) can be found at: <https://switchboardta.org/>

***2.5 Intent to Bid.***

The Agency requests that Bidders provide their intent to bid by email to the Issuing Officer by the date and time in the Procurement Timetable. 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. Though it is not mandatory that the Agency receive an intent to bid, the Agency will only respond to questions about the RFP that have been submitted by Bidders who have expressed their intent to bid. The Agency may cancel an RFP for lack of interest based on the number of letters of intent to bid received.

2.6 Questions, Requests for Clarification, and Suggested Changes.

Bidders who have provided their intent to bid (Attachment 0) on the RFP are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (hereafter “Questions”), using Attachment 00, by the due date and time provided in the Procurement Timetable. Bidders are not permitted to include assumptions in their Bid Proposals. Instead, Bidders shall address any perceived ambiguity regarding this RFP through the question-and-answer process. If the Questions pertain to a specific section of the RFP, the page and section number(s) must be referenced. The Agency prefers to receive Questions by electronic mail. The Bidder may wish to request confirmation of receipt from the Issuing Officer to ensure 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.

**2.7. *Bidders’ Conference.***

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

To join the session on February 9, 2023, at 4 pm, join our Zoom meeting via the following link or phone number:

Join ZoomGov Meeting

<https://www.zoomgov.com/j/1601573044>

Meeting ID: 160 157 3044

One tap mobile

+16692545252,,1601573044# US (San Jose)

+16468287666,,1601573044# US (New York)

Dial by your location

+1 669 254 5252 US (San Jose)

+1 646 828 7666 US (New York)

+1 551 285 1373 US

+1 669 216 1590 US (San Jose)

Meeting ID: 160 157 3044

Find your local number: <https://www.zoomgov.com/u/aepMYYGy8W>

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. Rather, Bid Proposals are to be mailed through the postal service or shipping service.

2.9 Amendment to the RFP and Bid Proposal.

Each Bidder is responsible for ensuring that the Issuing Officer receives the Bid Proposal and any permitted amendments by the established deadlines at the address provided in the RFP for the Issuing Officer. Amendments must be received utilizing the same delivery method as set forth in the RFP for the submission of the original Bid Proposal.

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

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

2.10 Withdrawal of Bid Proposal.

The Bidder may withdraw its Bid Proposal prior to the closing date for receipt of Bid Proposals by submitting a written request to withdraw 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 enter into a Contract.

2.13 Review of Bid Proposals.

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

2.13.1 Mandatory Requirements.

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

* The Issuing Officer must receive the Bid Proposal, and any amendments thereof, prior to or on the due date and time (See RFP Sections 2.8 and 2.9).
* The Bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funding by any federal department or agency (See RFP Additional Certifications Attachment).
* The Bidder’s Cost Proposal adheres to any pricing restrictions regarding the project budget or administrative costs (See RFP Section 3.3).

2.13.2 Reasons Proposals May be Disqualified.

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

* Bidder initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer (See RFP Section 2.2);
* Bidder fails to comply with the RFP’s formatting specifications so that the Bid Proposal cannot be fairly compared to other bids (See RFP Section 3.1);
* Bidder fails, in the Agency’s opinion, to include the content required for the RFP;
* Bidder fails to be fully responsive in the Bidder’s Approach to Meeting Deliverables Section, states an element of the Scope of Work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the Scope of Work specifications (See RFP Section 3.2.3);
* Bidder’s response materially changes Scope of Work specifications;
* Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.6);
* Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See RFP Section 3.1);
* Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7); or
* Bidder fails to respond to the Agency’s request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.
* Bidder is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code §12J. This list is maintained by the Iowa Public Employees’ Retirement System. The list is currently found here: [https://ipers.org/investments/restrictions](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fipers.org%2Finvestments%2Frestrictions&data=04%7C01%7Cclindgr%40dhs.state.ia.us%7Cfcd3552ae92b40bb63cd08d92c45b41c%7C8d2c7b4d085a4617853638a76d19b0da%7C1%7C1%7C637589500152528885%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0&sdata=O4vbidy2uv6CeZD8dKZ6YSFZr4xof1GsKvkHC0H2v3U%3D&reserved=0).

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

2.14 Bid Proposal Clarification Process.

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

2.15 Verification of Bid Proposal Contents.

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

2.16 Reference Checks.

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

2.17 Information from Other Sources.

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

2.18 Criminal History and Background Investigation.

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

2.19 Disposition of Bid Proposals.

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

2.20 Public Records and Request for Confidential Treatment.

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

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

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

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

2.21 Copyrights.

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

2.22 Release of Claims.

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

2.23 Reserved. (Presentations)

2.24 Notice of Intent to Award.

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

2.25 Acceptance Period.

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

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

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

Bureau Chief

c/o Bureau of Service Contract Support

Department of Human Services

Hoover State Office Building, 1st Floor

1305 E. Walnut Street

Des Moines, Iowa 50319-0114

email: [reconsiderationrequest@dhs.state.ia.us](mailto:reconsiderationrequest@dhs.state.ia.us)

The Agency must receive the written request for reconsideration within five days from the date of the notice of disqualification or notice of intent to award decision, whichever is earlier. The written request may be mailed, emailed, or delivered. It is the Bidder’s responsibility to assure timely delivery of the request for reconsideration. The request for reconsideration shall clearly and fully identify all issues being contested by reference to the page and section number of the RFP. If a Bidder submitted multiple Bid Proposals and requests that the Agency reconsider a notice of disqualification or notice of intent to award decision for more than one Bid Proposal, a separate written request shall be submitted for each. At the Agency’s discretion, requests for reconsideration from the same Bidder may be reviewed separately or combined into one response. The Agency will expeditiously address the request for reconsideration and issue a decision. The Bidder may choose to file an appeal with the Agency within five days of the date of the decision on reconsideration in accordance with 441 IAC 7.41 et seq.

2.27 Definition of Contract.

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

2.28 Choice of Law and Forum.

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

2.29 Restrictions on Gifts and Activities.

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

2.30 Exclusivity.

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

2.31 No Minimum Guaranteed.

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

2.32 Use of Subcontractors.

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

2.33 Bidder Continuing Disclosure Requirement.

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

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

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

***3.1 Bid Proposal Formatting.***

| **Subject** | **Specifications** | |
| --- | --- | --- |
| **Paper Size** | 8.5" x 11" paper (one side only). Charts or graphs may be provided on legal-sized paper. | |
| **Font** | Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial. | |
| **Page Limit** | Page limits shall be placed on bidder applications only   * **Attachment 2:** Refugee Community Services Project Proposal Application is limited to no more than twelve (12) pages. * **Attachment 4:** Refugee Community Services Start-up Funding Request Form (*If Applicable)* is limited to no more than four (4) pages.   All other forms and/or required documentation will not count toward the defined page limits. | |
| **Pagination** | | | All pages in the Bidder application (Attachment 2 and Attachment 4 (if applicable) are to be sequentially numbered from beginning to end. |
| **Bid Proposal General Composition** | | | * Bid Proposals shall be divided into two parts: Technical Proposal and Cost Proposal. * Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. * Bid Proposals must be bound and use tabs to label sections. |
| **Envelope Contents and Labeling** | | | * Envelopes shall be addressed to the Issuing Officer. * The envelope containing the original Bid Proposal shall be labeled “original.” The Technical and Cost Proposal must be packaged separately. |
| **Number of Hard Copies** | | | Submit one (1) original hard copy of the Proposal (separate Technical and Cost proposals). The original hard copy must contain original signatures. |
| **USB Flash Drive** | | | * The Technical Proposal and Cost Proposal must be provided on separate USB flash drives. Bidders shall submit 1 flash drive, each with a copy identical to the content of the original hard copy of the Technical Proposal and 1 flash drive of the Cost Proposal, each with a copy identical to the content of the original hard copy of the Cost Proposal. * The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents. |
| **Request for Confidential Treatment** | | | 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 & Certificationwhich 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 paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a “public copy” and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential. * The Cost Proposal will be part of the ultimate contract entered into with the successful Bidder. Pricing information may not be designated as confidential material. However, Cost Proposal supporting materials may be marked confidential if consistent with applicable law. * The transmittal letter may not be marked confidential. * The Bidder shall submit a USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This USB flash drive shall be clearly marked as a “public copy”. * The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents. |
| **Exceptions to RFP/Contract Language** | | | 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.  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. |

3.2 Contents and Organization of Technical Proposal.

This section describes the information that must be in the Proposal and provides additional Guidance on Project Structure and order in which Proposal components are assembled.

**Bid Proposal Submission Organization**

Each Bid Proposal must be organized into sections **in the same order provided here.** For additional information, see Attachment 1: Refugee Community Services Project Proposal Cover Sheet and Checklist. Unless otherwise noted, original signatures are required on Proposal forms.

1. **Attachment 1:** Refugee Community Services Project Proposal Cover Sheet and Checklist

1. **Attachment 2:** Refugee Community Services Project Proposal Application *(\*Note the completed application and any attachments (if applicable) is limited to twelve (12) pages.)*
2. **Letter of Support:** Bidder shall submit a letter of support from a partner agency within the designated service area (i.e. Resettlement organization, civic leadership organization, local governmental board, etc.)
3. **Attachment 3:** Refugee Community Services Project Proposal Budget
4. **Attachment 4:** Refugee Community Services Start-up Funding Request Form (*If Applicable) (\*Note the completed application and any attachments (if applicable) is limited to four (4) pages.)*
5. **Attachment 5:** Refugee Community Services Start-up Funding Request Budget Form *(If Applicable)*
6. **Attachment A:** Release of Information
7. **Attachment B:** Primary Bidder Detail Form & Certification
8. **Attachment C:** Subcontractor Disclosure *Form (If Applicable)*
9. **Attachment E:** Certification and Disclosure Regarding Lobbying
10. **Attachment F:** Minority Impact Statement

**3.2.5.3 Reserved. (Financial Statements)**

3.3 Cost Proposal.

**3.3.1 Pricing Restrictions.**

**Indirect Costs**

Contractor shall not exceed 15% of the SFY Total for all Indirect Costs combined (please see definitions section for what constitutes “Indirect Costs”).  Because any Contract(s) awarded as a result of this RFP may include Federal funding, the Contractor is required by law to comply with the Code of Federal Regulations as a Subrecipient of these funds passed through the Agency from ORR.  Information on Allowable Costs, Cost Principles, Cost Allocation, and other relevant items related to HHS awards can be located here:  <https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>

**Maximum Awards**

The total maximum award for a single bidder for the initial two-year contract term shall not exceed $325,000.

* The maximum award for a single bidder for Refugee Community Services Projects will be capped at $125,000 per State Fiscal Year.
* The maximum award for a single bidder for startup funding will be capped at $75,000 for the initial two-year contract term. Startup funding shall only be available to those bidders that meet the requirements provided in RFP Section 1.3.1.3 and will not be available for any contract renewal periods.

3.3.2 Contract Budget.

**Content and Format.**

All Proposals must provide a budget detailing an estimated cost breakdown across spending categories for the Project for State Fiscal Years 2023 and 2024. Bidders shall complete Attachment 3: Refugee Community Services Project Proposal Budget form and include all costs associated with the Project, including a breakdown of Indirect Costs, and direct salary/benefits, travel, and materials.

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 or Bidders offering the lowest cost to the Agency or to the Bidder(s) with the highest point total(s). Rather, Contracts will be awarded to the Bidder(s) that offer(s) 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. The evaluation process will be completed in four phases: technical review, evaluation committee, advisory Committee recommendations, and Agency Awards.

**Technical Review**

Phase I of Proposal evaluation will involve a preliminary review by the Issuing Officer, and/or designee, of a Bidder’s compliance with the mandatory requirements. Proposals that fail to satisfy these requirements may be eliminated from the Proposal review. The Issuing Officer will notify the Bidder if a rejection occurs during Phase I of the review process. The Agency reserves the right to waive minor variances.

**Evaluation Committee(s)**

Phase II of the evaluation process includes a comprehensive, fair, and impartial evaluation of all responsive bid proposal submissions by an evaluation committee. An evaluation committees shall evaluate all Proposals in accordance with the evaluation criteria outlined in this RFP. Upon completion of the evaluation process the Proposal submissions shall be separated into two categories - 1. Project funding requests and 2. Startup funding requests. Within each category the proposals will be ranked

in order from highest scoring proposal to lowest scoring proposal.

**Funding Methodology**

Phase III will involve the program management team reviewing the following information in order to develop a contract funding methodology to present to the Contract Owner.

* Total funds available for each category.
* Total funds requested for each category.
* Bid proposal scores and ranking.

A percentage of Projects rated lowest overall may not be funded. Full or partial funding of requests may be possible based on the scores given to each Proposal by the review teams and in consideration of any combination of the following:

* Total of all requested funding for SFY 2024-2026.
* Total FY 2024-2026 funds available.

4.3 Proposal Scoring and Evaluation Criteria.

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

**Scoring Guide.**

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

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

**Technical Proposal Components.**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Attachment 2:**  **Refugee Community Services Project Proposal Application** | | | |
| **Technical Proposal Components** | **Weight** | **Score (0-4)** | **Potential Maximum Points** |
| Experience and Expertise | 15 |  | 60 |
| Statement of Need | 20 |  | 80 |
| Project Description | 35 |  | 140 |
| Staffing of Service Delivery | 20 |  | 80 |
| Project Monitoring & Evaluation | 20 |  | 80 |
| Budget | 15 |  | 60 |
| TOTAL POSSIBLE POINTS: | | | 500 |

|  |  |  |  |
| --- | --- | --- | --- |
| **Attachment 4:**  **Optional: Refugee Community Services Start-up Funding Request** | | | |
| **Technical Proposal Components** | **Weight** | **Score (0-4)** | **Potential Maximum Points** |
| Eligibility | 10 |  | 40 |
| Statement of Need | 15 |  | 60 |
| Project Plan | 25 |  | 100 |
| TOTAL POSSIBLE POINTS: | | | 200 |

4.4 Recommendation of the Evaluation Committee.

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

# Attachment A: Release of Information

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Bidder Organization

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Representative Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

# Attachment B: Primary Bidder Detail & Certification Form

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

|  |  |  |
| --- | --- | --- |
| **Primary Contact Information (individual who can address issues re: this Bid Proposal)** | | |
| **Name:** |  | |
| **Address:** |  | |
| **Tel:** |  | |
| **Fax:** |  | |
| **E-mail:** |  | |
| **Primary Bidder Detail** | | |
| **Business Legal Name (“Bidder”):** | |  |
| **“Doing Business As” names, assumed names, or other operating names:** | |  |
| **Parent Corporation Name and Address of Headquarters, if any:** | |  |
| **Form of Business Entity (i.e., corp., partnership, LLC, etc.):** | |  |
| **State of Incorporation/organization:** | |  |
| **Primary Address:** | |  |
| **Tel:** | |  |
| **Local Address (if any):** | |  |
| **Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:** | |  |
| **Number of Employees:** | |  |
| **Number of Years in Business:** | |  |
| **Primary Focus of Business:** | |  |
| **Federal Tax ID:** | |  |
| **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:**  **Bidder Does Not Request Confidential Treatment of Bid Proposal**  **Bidder Requests Confidential Treatment of Bid Proposal** | | |
| **Location in Bid Proposal (Tab/Page)** | **Specific Grounds in Iowa Code Chapter 22 or Other Applicable Law Which Supports Treatment of the Information as Confidential** | **Justification of Why Information Should Be Kept in Confidence and Explanation of Why Disclosure Would Not Be in The Best Interest of the Public** |
|  |  |  |

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

**PRIMARY BIDDER CERTIFICATIONS**

1. **BID PROPOSAL CERTIFICATIONS. By signing below, Bidder certifies that:** 
   1. 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;
   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;
   3. Bidder has received any amendments to this RFP issued by the Agency;
   4. No cost or pricing information has been included in the Bidder’s Technical Proposal;
   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,
   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:** 
   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. 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;
   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;
   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.

1. **EXECUTION.**

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

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

# Attachment C: Subcontractor Disclosure Form

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

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

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

By signing below, Subcontractor agrees to the following:

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

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

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

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

# Attachment D: Additional Certifications

*(Do not return this page with the Bid Proposal.)*

* 1. **CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST**

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

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

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

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Bidder shall provide immediate written notice to the person to whom this Bid Proposal is submitted if at any time the Bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The Bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.
5. The Bidder further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
   1. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND/OR VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**
9. 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.
10. Where the Bidder is unable to certify to any of the statements in this certification, such Bidder shall attach an explanation to this Proposal.
    1. **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.

* 1. **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:
2. 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;
3. 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;

1. 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);
2. 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;

1. 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;
2. 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
3. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f).
4. **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.
5. **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):
6. take appropriate personnel action against such employee up to and including termination; or
7. 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.
   1. **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 Tab 6 of the Bid Proposal.)*

**Instructions:**

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

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

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

***Statement for Loan Guarantees and Loan Insurance***

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

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

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

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

o 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.

o 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:** |  |

# Attachment F: Minority Impact Statement

*(Return this executed behind Tab 6 of the Proposal.)*

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the State of Iowa which are due beginning January 1, 2009 shall include a Minority Impact Statement. This is the state’s mechanism to require grant applicants to consider the potential impact of the grant Project’s proposed programs or policies on minority groups.

**Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s).**

The proposed grant Project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

**Describe the positive impact expected from this Project.**

Indicate which group is impacted:

\_\_\_Women

\_\_\_ Persons with a Disability

\_\_\_ Blacks

\_\_\_ Latinos

\_\_\_ Asians

\_\_\_ Pacific Islanders

\_\_\_ American Indians

\_\_\_ Alaskan Native Americans

\_\_\_ Other

The proposed grant Project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

**Describe the negative impact expected from this Project.**

**Present the rationale for the existence of the proposed program or policy.**

**Provide evidence of consultation of representatives of the minority groups impacted.**

Indicate which group is impacted:

\_\_\_Women

\_\_\_ Persons with a Disability

\_\_\_ Blacks

\_\_\_ Latinos

\_\_\_ Asians

\_\_\_ Pacific Islanders

\_\_\_ American Indians

\_\_\_ Alaskan Native Americans

\_\_\_ Other

The proposed grant Project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

**Present the rationale for determining no impact.**

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge: Name: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Title:  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Definitions**

“Minority Persons,” as defined in Iowa Code Section 8.11, mean individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

“Disability,” as defined in Iowa Code Section 15.102, subsection 5, paragraph “b,” subparagraph (1):

*b.* As used in this subsection:

(1) *"Disability"* means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

*"Disability"* does not include any of the following:

(a) Homosexuality or bisexuality.

(b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.

(c) Compulsive gambling, kleptomania, or pyromania.

(d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

“State Agency,” as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other Agency or authority of the State of Iowa.

**Attachments Specific To This RFP**

1. **Attachment 1:** Refugee Community Services Project Proposal Cover Sheet and Checklist

1. **Attachment 2:** Refugee Community Services Project Proposal Application
2. **Attachment 3:** Refugee Community Services Project Proposal Budget
3. **Attachment 4:** Refugee Community Services Start-up Funding Request Form (*If Applicable)*
4. **Attachment 5:** Refugee Community Services Start-up Funding Request Budget Form *(If Applicable)*

# 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. All costs associated with complying with these terms should be included in the Cost Proposal or any pricing quoted by the Bidder. See RFP Section 3.1 regarding Bidder exceptions to contract language.)*

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

**CONTRACT DECLARATIONS AND EXECUTION**

|  |  |
| --- | --- |
| **RFP #** | **Contract #** |
| \*\*\*RFP #\*\*\* | *{To be completed when contract is drafted.}* |

|  |
| --- |
| **Title of Contract** |
| *{To be completed when contract is drafted.}* |

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 Human Services  1305 E. Walnut  Des Moines, IA 50319-0114 | | **Agency Billing Contact Name / Address:**  *{To be completed when contract is drafted.}* |
| **Agency Contract Manager (hereafter “Contract Manager” ) /Address (“Notice Address”):**  *{To be completed when contract is drafted.}* | | **Agency Contract Owner (hereafter “Contract Owner”) / Address:**  *{To be completed when contract is drafted.}* |
| Transition Period. Effective July 1, 2022, through July 1, 2023, the Iowa Department of Human Services (DHS) and the Iowa Department of Public Health (IDPH) shall be in a transition period as the agencies develop and implement transition plans to merge the agencies and become a new state agency, the Iowa Department of Health and Human Services (DHHS). For purposes of this Contract throughout the transition period, “Agency” or “Department” means either DHS or DHHS. Throughout the transition period, DHS and DHHS shall have and may exercise all legal powers and duties of DHS, including executing all contractual rights and obligations.  Effective July 1, 2023, the Iowa Department of Human Services (DHS) and the Iowa Department of Public Health shall merge and become the Iowa Department of Health and Human Services (DHHS). For purposes of this Contract on and after July 1, 2023, “Agency” or “Department” means DHHS. On and after July 1, 2023, DHHS shall have and may exercise all legal powers and duties of the former DHS, including executing all contractual rights and obligations. | | |

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

|  |
| --- |
| **Contract Information** |

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

|  |
| --- |
| **Contract Execution** |

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

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

**SECTION 1: SPECIAL TERMS**

***1.1 Special Terms Definitions.***

*{To be completed when contract is drafted.}*

***1.2 Contract Purpose.***

*{To be completed when contract is drafted.}*

***1.3 Scope of Work.***

**1.3.1 Deliverables.**

The Contractor shall provide the following:

*{To be completed when contract is drafted.}*

**1**.**3.2 Performance Measures.**

*{To be completed when contract is drafted.}*

**1.3.3 Agency Responsibilities.**

\*\*\*DHS Responsib\*\*\*

**1.3.4 Monitoring, Review, and Problem Reporting.**

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

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

\*\*\*Monitoring Clause\*\*\*

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

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

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

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

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

**1.3.5 Contract Payment Clause.**

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

*{To be completed when contract is drafted.}*

**1.3.5.2 Payment Methodology.**

*{To be completed when contract is drafted.}*

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

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

**1.3.5.5 Payment of Invoices.** The Agency shall verify the Contractor’s performance of the Deliverables and timeliness of Invoices before making payment. The Agency will not pay Invoices that are not considered timely as defined in this Contract.If the Contractor wishes for untimely Invoice(s) to be considered for payment, the Contractor may submit the Invoice(s) in accordance with instructions for the Long Appeal Board Process to the State Appeal Board for consideration. Instructions for this process may be found at: <http://www.dom.state.ia.us/appeals/general_claims.html>.

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

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

**1.3.5.7 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 <https://das.iowa.gov/state-accounting/sae-policies-procedures-manual>, 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.

**Conferences at Lodging Facilities.** In accordance with Iowa Code § 80.45A(5), if the following tasks are a part of the Contractor’s scope of work under this Contract, 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://stophtiowa.org/certified-locations>. The Contractor shall submit proof of this certification to the Agency’s contract manager with the claim for reimbursement.

***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  Product/Completed  Operations Aggregate  Personal Injury  Each Occurrence | $2 Million  $1 Million  $1 Million  $1 Million |
| Automobile Liability (including any auto, hired autos, and non-owned autos) | Combined Single Limit | $1 Million |
| Excess Liability, Umbrella Form | Each Occurrence  Aggregate | $1 Million  $1 Million |
| Workers’ Compensation and Employer Liability | As required by Iowa law | As Required by Iowa law |
| Property Damage | Each Occurrence  Aggregate | $1 Million  $1 Million |
| Professional Liability | Each Occurrence  Aggregate | $2 Million  $2 Million |

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

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

* Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 prior to implementation of the system and again when the certification(s) expire,

or

* Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, “passed” means no unresolved high or critical findings.

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

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

* Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
* Provide certification of compliance with a minimum of one of the following security frameworks:

NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 prior to implementation of the system and again when the certification(s) expire.

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

***1.6* Reserved. *(Labor Standards Provisions.)***

***1.8 Incorporation of General and Contingent Terms.***

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

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

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

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

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