



REQUEST FOR PROPOSAL (RFP)

Family Housing Preservation Program
FWBP- CPS-26-094

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RFP Purpose.

This Request for Proposal (RFP) is issued by the Iowa Department of Health and Human Services (Agency) to solicit Bid Proposals for an Iowa-based Family Housing Preservation Program. A Family Housing Preservation Program allows Parents and their children to remain together while the Parent receives parent skills training, counseling, and life skill development in a supportive living environment. The focus of the Family-based housing program expands beyond individual recovery and stabilization to include prevention of child maltreatment, Family preservation and reunification, and Family Self-Sufficiency. Parents and children reside in a safe, supervised living situation and receive Wraparound Services.

Duration of Contract.

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

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| Procurement Timetable |
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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 |
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| Agency Issues RFP Notice to Targeted Small Business Website (48 hours): | November 22, 2024 |
| Agency Issues RFP to Bid Opportunities Website | November 25, 2024 |
| Bidder Letter of Intent to Bid Due By | December 11, 2024 2:00 p.m. |
| Bidder Written Questions Due By | December 11, 2024 2:00 p.m. |
| Agency Responses to Questions Issued By | December 18, 2024 |
| Bidder Proposals and any Amendments to Proposals Due By | February 11, 2025 12:00 p.m. |
| Agency Announces Apparent Successful Bidder/Notice of Intent to Award | March 28, 2025 |
| Contract Negotiations and Execution of the Contract Completed | June 2, 2025 |
| Anticipated Start Date for the Provision of Services | July 1, 2025 |

Section 1 Background and Scope of Work

1.1 Background.

The Agency is seeking qualified bidders for a Family Housing Preservation Program. The Program is a Family Housing Preservation Program that works with the whole Family to rebuild healthy relationships, heal from past trauma, improve parenting skills, and become self-sufficient contributing members of society. The Program understands the need to serve not only the child, but the Family system as a whole. Services for this program include:

- Safe/stable transitional housing
- Provision of basic needs
- Transportation/childcare
- Intensive case management
- Parent Education
- Life skills
- Diagnostic/Evaluation Services
- Individual, Family and group therapy
- 24/7 Crisis Intervention
- Coordination of Substance Use Treatment
- Coordination of Mental Health Services

1.2 RFP General Definitions.

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

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

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

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

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

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

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

Definitions Specific to this RFP.

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

“Administrative Costs” means the costs that may include, but are not limited to, such categories as: salary and benefits for administrators and support staff, rent and lease payments, utilities, data collection and data processing costs, printing, communications equipment and services, and other costs necessary to support the delivery of services.

“Adoptive Parent” means a person who legally becomes a parent to a child through adoption.

“Biopsychosocial Assessment” means an assessment typically conducted by a therapist or counselor which assessed for biological, psychological, and social factors that can be contributed to a problem or problems with a client.

“Biological Parent” means a parent that is related to their child by blood. Their children share DNA.

“Child Care Assistance” means assistance that is available to the children of income-eligible parents who are gone for a portion of the day due to employment or participation in academic or vocational training or PROMISE JOBS activities.

“Cognitive-Behavioral Therapy” means an evidence-based form of psychotherapy that focuses on the interplay between thoughts, feelings, and behaviors.

“Cognitive Processing Therapy” means a specific type of cognitive behavioral therapy that has been effective in reducing symptoms of post-traumatic stress disorder (PTSD) that have developed after experiencing a variety of traumatic events including child abuse, combat, rape or natural disasters.

“Cognitive Behavioral Play Therapy” means a psychotherapy approach aimed at children, including preschoolers, and their parents and represents a possible psychotherapy path to intervene in emerging psychological distress.

“Contract Manager” means the Agency person or persons accountable to the contract owner, acting under the direction and guidance of the contract owner for a specific contract.

“Evidence-based practices (EBPs)” means programs that are shown to be effective based on rigorous evaluations and factor in the expertise of child welfare professionals and the characteristics, culture, and preferences of those the practice will support.

“Evidence-based Parenting Education Program” means a parenting education program that has been rated as well-supported or supported on the Title IV-E Prevention Services Clearinghouse website.

“Family/Families” means biological parent(s)/adoptive parent(s)/legal guardian(s) and their child(ren).

“Family Focused Meeting (FFM)” means a gathering of Family members, friends, formal and informal supports, with the assistance of the FFM facilitator, to draw on past successes of the Family in problem solving and work in partnership with the Family to enhance the safety of the children.

“Family Housing Preservation Program” or “Program” means a housing program that allows Parents and their children to remain together while the Parent receives parent skills training, counseling, life skill development and support in a closely monitored living environment.

“Functional Family Therapy (FFT)” means an evidence-based short term, family-based therapy program that helps high risk youth and their families address a range of behavioral problems.

“Legal Guardian” means a person appointed by the court to provide the parenting functions for a child (which can include feeding, caretaking, financial support, and other supports a child needs).

“Mental Health Services” means any interventions- assessment, diagnosis, treatment, or counseling offered in private, public, inpatient, or outpatient settings for the maintenance or enhancement of mental health or the treatment of mental or behavioral disorders in individual and group contexts.

“Motivational Interviewing” means an evidence-based method of interacting with clients designed to promote behavior change and improve physiological, psychological, and lifestyle outcomes which target child safety and well-being, improved protective capacities for parents, and reduce risk of future maltreatment.”

“Parent (s)” means biological parents, adoptive parents, and legal guardians.

“Parent-Child Interaction Therapy” is an evidence-based treatment for young children with behavioral problems. It is conducted through “coaching” sessions during which the parent and child are in a playroom while the therapist is in an observation room watching the parent interact with the child through a one-way mirror and/or live video feed.

“Positive Parenting Program” means an intensive individual-based parenting program for Families of children with challenging behavior problems.

“Self-Sufficiency” means able to provide for one’s own needs without outside assistance which includes financial, child safety and well-being, and providing a healthy, safe home environment.

“Substance Use Treatment” means the broad range of planned and continuing, inpatient, outpatient, residential care services, including diagnostic evaluation, counseling, medical, psychiatric, psychological, and social services care which is geared toward influencing the behavior of such individuals with a substance use disorder to achieve a state of rehabilitation.

“Systematic Training for Effective Parenting (STEP)” means a multicomponent parenting education curriculum. The three **STEP** programs help parents learn effective ways to relate to their children from birth through adolescence by using parent education study groups.

“Title IV-E Prevention Services Clearinghouse” means a website that was established by the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to conduct an objective and transparent review of research on programs and services intended to provide enhanced support to children and families and prevent foster care placements.

“Trauma-Focused Cognitive-Behavioral Therapy (TF-CBT)” means an evidence-based treatment for children and adolescents impacted by trauma and their parents or caregivers.

“Wraparound Services” means intensive case management, provision of basic needs, transportation, childcare, parenting education, diagnostic/evaluation services, individual, family and group therapy, 24/7 crisis intervention, coordination of substance use and Mental Health Services.

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following service activities for the Family Housing Preservation Program:

1.3.1.1 Intake/Referral Process

The Contractor shall:

- A. Develop an Agency-approved referral/application and Program expectations to gauge the Parent’s motivation for treatment within 30 calendar days of the Contract effective date.
- B. Develop a screening/intake process for each Family within 30 calendar days of the Contract effective date. This shall include an on-site interview with the Family to review the Agency-approved referral/application.
- C. Accept Agency-only referrals.
- D. Determine Parent’s eligibility by establishing Agency-approved eligibility criteria. The Parent shall be required to have 30 days sobriety as determined by the Agency. Exclusions for the Program shall include an unwillingness to engage in treatment (i.e. substance use, Mental Health Services, etc.).

1.3.1.2 Housing

The Contractor shall:

- A. Provide the Family with an intensive, closely monitored living environment.
- B. Ensure the living environment meets all housing code requirements including all applicable building and housing codes materially affecting health and safety.
- C. Make all repairs within 48 hours of being notified by the Family and do whatever is necessary to put and keep the premises in a fit and habitable condition, as determined by the Agency.
- D. Progress the Family in three (3) phases to Self-Sufficiency. The Contractor shall closely monitor the Families via video cameras in the common areas of the living environment for a minimum of 30 calendar days during the first phase. Each phase shall have a maximum period of 60 calendar days. Once readiness is demonstrated by the Family meeting the Program's requirements and expectations, the Family shall be able to move on to Phase 2 of the program. Self-sufficiency tasks shall be a priority in the second phase. Housing and budgeting shall be the primary focus of case management during the third and final phase. The total length of the program shall be six (6) months with the final phase preparing the Family to transition into the community.
- E. Develop a Program handbook for Families to include requirements and expectations during each phase, which are to be Agency approved prior to the Contract effective date.
- F. Monitor the Family's progress at a minimum every 30 calendar days.
- G. Provide designated private bedroom(s) and a private bathroom for each Family. Each bedroom shall have a key to lock the door. Other living spaces (living room, kitchen, and dining room) may be shared.
- H. Provide a fully furnished living environment that includes household items including, but not limited to:
 - Kitchen appliances and dishware in good working condition
 - Bedroom furniture and clean bedding to include pillows, blankets and bed sheets
 - Living room furniture in good working condition
 - Washer/dryer units in good working condition
 - Bathroom toiletries
 - Cleaning supplies
 - Cleaning services for the living environment in between families' moves.
- I. Ensure housing has cameras in common areas with a minimum of two weeks extended storage to allow for review in the living environment, allowing for close monitoring of Families. The cameras shall also have night vision and audio recording capability. The camera view shall span the entirety of the shared living spaces. Ensure a process is in place to obtain client consent for recording. Retain client consents in a secure location.
- J. Provide security locks to all entrance doors to the living environment.
- K. Staffing office hours shall be mutually agreed upon during contract negotiations.
- L. The Program shall include an on-call service after hours so that a staff member is available by phone 24 hours a day/7 days per week/365+ days a year.

1.3.1.3 On-site Therapy or Counseling

The Contractor shall offer all of the following modes of therapy with fidelity either within the Program or with an agreement with another agency:

- A. Individual therapy for adults utilizing techniques of Cognitive-Behavioral Therapy or Cognitive-Processing Therapy.
- B. Individual therapy for children utilizing techniques of Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) and/or Cognitive-Behavioral Play therapy.
- C. Family therapy utilizing techniques of TF-CBT, Functional Family Therapy (FFT) or Parent-Child Interaction Therapy (PCIT).

- D. Group therapy focusing on family of origin issues impacting current functioning and parenting abilities.
- E. The method of delivery shall be Agency approved.

1.3.1.4 One-on-one Case Management

The Contractor shall provide:

- A. A case manager to work with each Family once a week on case plan goals (i.e. parenting, mental health needs, education needs, life skills, financial needs, employment, housing) in order to help the Family gain Self-Sufficiency. The Program case plan shall align with the Agency's case plan and shall include benchmarked goals. The case manager shall meet with each newly referred Family and their HHS case manager within 7 business days to develop the Family's plan. The case manager may have no more than ten (10) Families at a time. All staff shall be trained in Motivational Interviewing.
 - 1. Self-Sufficiency assistance shall include, but is not limited to, the following:
 - a. Concrete supports such as food, household supplies, and other necessities throughout the Families stay, with assistance expected to be tapered as Families gain Self-Sufficiency.
 - b. Transportation shall be provided for work/school, court, and any other outside appointments/Self-Sufficiency errands. Transportation may be provided by Program staff and/or via public transportation to include providing bus passes. Transportation assistance shall be tapered as Families gain Self-Sufficiency.
 - c. Assist the Family with applying for the Child Care Assistance (CCA) financial assistance program. Families shall also be assisted in finding a licensed childcare facility for work hours and required programming.

1.3.1.5 Evidence-based Parenting Education

The Contractor shall provide with fidelity either within the Program or with an agreement with another agency:

- A. An Evidence-based Parenting Education Program that focuses on strengthening parenting competencies and fostering Parent involvement in children's school experiences, to promote children's academic, social, and emotional skills and reduce conduct problems. The Parent education program must be delivered to each Parent based on their child's age group. Some options for the Parenting Education Program include SafeCare, Systematic Training for Effective Parenting (STEP), Parent-Child Interaction Therapy (PCIT), Positive Parenting Program.

1.3.1.6 Diagnostic and Evaluation and other Services

The Contractor shall provide either within the Program or with an agreement with another agency:

- A. Within 14 calendar days of admission, a Biopsychosocial Assessment for each adult client. The assessment must connect to the other services that are being offered/service array that the Contractor is proposing to offer.
- B. A Biopsychosocial Assessment shall also be provided for the child/ren if child/ren present with emotional/behavioral problems.
- C. Individual treatment case plan goals and recommendations after the assessment.
- D. Coordination of Substance Use Treatment, if applicable. Assistance with locating and accessing appropriate substance use providers within proximity (30 miles) to the location of the program.
- E. Referrals, handoffs and connection to Mental Health Services, employment and vocational opportunities, and links to other community services as needed.
- F. Ensure parents have 20 hours of productivity hours per week which can include employment and some parenting instruction.

- G. Assist the Family with developing a discharge plan no less than 30 calendar days prior to their planned discharge. The discharge plan shall include assistance with housing applications as well as ensuring continuity of other services being provided while in the Program.

1.3.2 Performance Measures.

The Contractor shall:

- A. Achieve a minimum of 80% success rate for Families entering the Program as defined below:
 - a. Family moved onto the next phase within 60 days.
 - b. Family achieved identified case plan goals.
 - c. Families completed or graduated from Evidence-Based programming.
- B. Conduct a Family Focused Meeting (FFM) within the first 30 calendar days of placement to ensure that appropriate case plan goals are set, based on Agency case plan and the Family Housing Preservation Program's requirements.
- C. Accept Families into the Program within seven (7) calendar days of the intake interview.

1.3.3 Contract Payment Methodology.

The Contractor shall invoice the Agency monthly and must be accompanied by an itemized list of expenses in an Agency-approved format.

The Contractor shall submit monthly reports in an Agency-approved format via encrypted email or other mutually agreed upon secure process to the Contract Manager by the 10th of each month, with a summary of all services provided, an update on Family progress towards treatment, progress towards Self-Sufficiency, and any barriers to success.

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:

Naiki Adams
Lucas State Office Building, Third Fl.
321 E. 12th St.
Des Moines, IA 50319
Phone: 515-377-0234
naiki.adams@hhs.ia.gov

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.

<https://guerinwoods.org/providence-house/>

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. Bidders are asked to provide their intent to bid using Attachment F – Notice of Intent to Bid Form. 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. 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 Reserved. (Bidders’ Conference)

2.7 Questions, Requests for Clarification, and Suggested Changes.

Bidders who have provided their intent to bid 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 G, Bidder Q&A Form, by the due date and time provided in the Procurement Timetable. Bidders are not permitted to include assumptions in their Bid Proposals.

Instead, Bidders shall address any perceived ambiguity regarding this RFP through the question-and-answer process. If the Questions pertain to a specific section of the RFP, the page and section number(s) must be referenced. Bidders shall submit questions to the Issuing Officer by email. The Bidder may wish to request confirmation of receipt from the Issuing Officer to ensure delivery. Do not submit questions by mail, shipping service, or hand delivery.

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

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

2.8 Submission of Bid Proposal.

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

Bid Proposals are to be submitted in accordance with the Bid Proposal Formatting section of this RFP. Bid Proposals may not be hand-delivered to the Issuing Officer. 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 award or enter into a contract.

2.13 Review of Bid Proposals.

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

2.13.1 Mandatory Requirements.

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

- The Issuing Officer must receive the Bid Proposal, and any amendments thereof, prior to or on the due date and time (See RFP Sections 2.8 and 2.9).
- The Bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funding by any federal department or agency (See RFP Additional Certifications Attachment).
- 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>.

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

2.14 Bid Proposal Clarification Process.

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

2.15 Verification of Bid Proposal Contents.

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

2.16 Reference Checks.

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

2.17 Information from Other Sources.

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

2.18 Criminal History and Background Investigation.

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

2.19 Disposition of Bid Proposals.

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

2.20 Public Records and Request for Confidential Treatment.

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

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

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

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

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

2.21 Copyrights.

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

2.22 Release of Claims.

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

2.23 Reserved. (Presentations)

2.24 Notice of Intent to Award.

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

2.25 Acceptance Period.

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

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

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

Bureau Chief
c/o Bureau of Service Contract Support
Department of Health and Human Services
Lucas State Office Building
321 E 12th Street
Des Moines, Iowa 50319-1002
email: reconsiderationrequest@hhs.iowa.gov

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

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

2.27 Definition of Contract.

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

2.28 Choice of Law and Forum.

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

2.29 Restrictions on Gifts and Activities.

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

2.30 Exclusivity.

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

2.31 No Minimum Guaranteed.

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

2.32 Use of Subcontractors.

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

2.33 Bidder Continuing Disclosure Requirement.

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

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

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

3.1 Bid Proposal Formatting.

| Subject | Specifications |
|---|---|
| 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 | 150 pages |
| Pagination | All pages in Proposal Tabs 1-5 are to be sequentially numbered from beginning to end (do not number these Proposal sections independently of each other). The contents in Proposal Tab 6 may be numbered independently of other sections. |
| Bid Proposal General Composition | <ul style="list-style-type: none"> • Bid Proposals shall be divided into two parts: Technical Proposal and Cost Proposal. • Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. • Bid Proposals must be bound and use tabs to label sections. |
| Envelope Contents and Labeling | <ul style="list-style-type: none"> • Envelopes shall be addressed to the Issuing Officer. • The envelope containing the original Bid Proposal shall be labeled "original." 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 | <ul style="list-style-type: none"> • The Technical Proposal and Cost Proposal must be provided on separate USB flash drives. Bidders shall submit one (1) flash drive, with a copy identical to the content of the original hard copy of the Technical Proposal and one (1) flash drive of the Cost Proposal, 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 | <p>Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:</p> <ul style="list-style-type: none"> • The Bidder will complete the appropriate section of the Primary Bidder Detail Form & Certification which requires the specific statutory citation supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public. • The Bidder shall submit one 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 |

| | |
|--|---|
| | <p>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.</p> <ul style="list-style-type: none"> • 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 | <p>If the Bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail & Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.</p> <p>The Agency reserves the right to either execute a contract without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.</p> |

3.2 Contents and Organization of Technical Proposal.

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

3.2.1 Information to Include Behind Tab 1: Transmittal Letter.

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

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

The Bid Proposal must contain a table of contents.

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

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

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

Note:

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

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

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

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

3.2.4.2 Description of all services similar to those sought by this RFP that the Bidder has provided to the Agency and other businesses or governmental entities within the last twenty-four (24) months.

For each similar service, provide a matrix detailing:

- A. Project title;
- B. Project role (primary contractor or subcontractor);
- C. Name of client agency or business;
- D. General description of the scope of work;
- E. Start and end dates of contract as originally entered into between the parties;
- F. If there were any alteration(s) to the contract timeframe(s) or the contract was terminated for any other reason before completion of all obligations under the contract provisions, fully explain the reason(s) for the alteration or termination;
- G. Total value of the contract at the time it was executed and any alteration(s) to that amount. Provide reason(s) for the alteration(s) to the contract value;
- H. Whether the services were provided timely and within budget;
- I. Any damages, penalties, disincentives assessed, or payments withheld, or anything of value traded or given up by the Bidder that are valued at or above \$500,000. Include the estimated cost assessed against the Bidder for the incident with the details of the occurrence;
- J. List administrative or regulatory proceedings or adjudicated matters related to this service to which the Bidder has been a party; and
- K. Contact information for the client's project manager including address, telephone number, and email address.

3.2.4.3 Letters of reference from three (3) of the Bidder's previous clients knowledgeable of the Bidder's performance in providing services similar to those sought in this RFP, including a contact person, telephone number, and email address for each reference. It is preferred that letters of

reference are provided for services that were procured in a competitive environment. Form letters of reference that do not elaborate on the Bidder's performance under the specific relationships addressed in the reference letter may negatively impact the Bidder's evaluation/score. Persons who are currently employed by the Agency are not eligible to be references.

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

3.2.5 Information to Include Behind Tab 5: Personnel.

The Bidder shall provide the following information regarding personnel:

3.2.5.1 Tables of Organization.

Illustrate the lines of authority in two tables:

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

3.2.5.2 Names and Credentials of Key Corporate Personnel.

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

3.2.5.3 Information About Project Manager and Key Project Personnel.

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

3.2.5.4 Disclosures.

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

3.2.6 Information to Include Behind Tab 6: RFP Forms.

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

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

3.2.7 Financial Statements.

Reserved.

3.3 Cost Proposal.
Pricing Restrictions.
Contract Budget.

The Agency is limiting the funding that is available for these services. Cost proposals may not exceed \$4,750,000.00 for the entire term of the contract, including any contract extension years. Contract amount for the first year is limited to \$1,000,000.00. Contract amount for subsequent years is limited to \$750,000.00.

Administrative Costs.

The Agency is placing a cap on the amount of funds that may be spent for Administrative Costs in any contract(s) resulting from this RFP. Spending on Administrative Costs under each contract, for both the contractor and all their subcontractors, cannot exceed 15% of the total contract amount. For the purposes of this subsection, "Administrative Costs" means the costs that may include, but are not limited to, such categories as: salary and benefits for administrators and support staff, rent and lease payments, utilities, data collection and data processing costs, printing, communications equipment and services, and other costs necessary to support the delivery of services.

Content and Format.

The Bidder shall provide the following information in the Cost Proposal:

The bidders Cost Proposal shall be submitted using the pricing worksheet set forth in Attachment H of this RFP.

| |
|--|
| Section 4 Evaluation Of Bid Proposals |
|--|

4.1 Introduction.

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

4.2 Evaluation Committee.

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

4.3 Proposal Scoring and Evaluation Criteria.

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

Scoring Guide.

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

| | |
|---|---|
| 4 | Bidder has agreed to comply with the requirements and provided a clear and compelling description of how each requirement would be met, with relevant supporting materials. Bidder's proposed approach frequently goes above and beyond the minimum requirements and indicates superior ability to serve the needs of the Agency. |
|---|---|

| | |
|---|---|
| 3 | Bidder has agreed to comply with the requirements and provided a good and complete description of how the requirements would be met. Response clearly demonstrates a high degree of ability to serve the needs of the Agency. |
| 2 | Bidder has agreed to comply with the requirements and provided an adequate description of how the requirements would be met. Response indicates adequate ability to serve the needs of the Agency. |
| 1 | Bidder has agreed to comply with the requirements and provided some details on how the requirements would be met. Response does not clearly indicate if all the needs of the Agency will be met. |
| 0 | Bidder has not addressed any of the requirements or has provided a response that is limited in scope, vague, or incomplete. Response did not provide a description of how the Agency's needs would be met. |

Technical Proposal Components.

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

| <u>Technical Proposal Components</u> | <u>Weight</u> | <u>Score (0-4)</u> | <u>Potential Maximum Points</u> |
|---|----------------------|---------------------------|--|
| Intake/Referral Process (Section 1.3.1.1) | 15 | ----- | 60 |
| Housing (Section 1.3.1.2) | 20 | ----- | 80 |
| On-site Therapy or Counseling (Section 1.3.1.3) | 15 | ----- | 60 |
| One-on-one Case Management (Section 1.3.1.4) | 10 | ----- | 40 |
| Evidence-based Parenting Education (Section 1.3.1.5) | 5 | ----- | 20 |
| Diagnostic and Evaluation and other Services (Section 1.3.1.6) | 15 | ----- | 60 |
| Experience (Section 3.2.4) | 5 | ----- | 20 |
| Personnel (Section 3.2.5) | 5 | ----- | 20 |

Scoring of Cost Proposal Pricing.

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

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

Total Points Assigned to Pricing: 90

Total Points Possible for Technical and Cost Proposals: 450

4.4 Recommendation of the Evaluation Committee.

The evaluation committee shall present a final ranking and recommendation(s) to the Division Director 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 Division Director 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: | |
| Bidder’s Accounting Firm: | |
| If Bidder is currently registered to do business in Iowa, provide the Date of Registration: | |
| Do you plan on using subcontractors if awarded this Contract? {If “YES,” submit a Subcontractor Disclosure Form for each proposed subcontractor.} | |
| | (YES/NO) |

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

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

PRIMARY BIDDER CERTIFICATIONS

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

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

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

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

3. EXECUTION.

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

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

Attachment C: Subcontractor Disclosure Form

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

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

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

By signing below, Subcontractor agrees to the following:

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

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

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

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

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

1. CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

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

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

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

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

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

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

5. CERTIFICATION REGARDING DRUG FREE WORKPLACE

1. **Requirements for Contractors Who are Not Individuals.** If the Bidder is not an individual, by signing and submitting this Bid Proposal the Bidder agrees to provide a drug-free workplace by:

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

6. NON-DISCRIMINATION

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

Attachments Specific To This RFP

Attachment F: Notice of Intent to Bid Form

Attachment G: Bidder Q&A Form

Attachment H: Cost Proposal Form

Attachment: Sample Contract

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

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

CONTRACT DECLARATIONS AND EXECUTION

| RFP # | Contract # |
|------------------|--|
| FWBP- CPS-26-094 | <i>{To be completed when contract is drafted.}</i> |

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

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

| Agency of the State (hereafter "Agency") | |
|---|--|
| Name/Principal Address of Agency: Iowa Department of Health and Human Services 321 E. 12 th Street Des Moines, IA 50319-1002 | Agency Billing Contact Name / Address: <i>{To be completed when contract is drafted.}</i> |
| Agency Contract Manager (hereafter "Contract Manager") /Address ("Notice Address"): <i>{To be completed when contract is drafted.}</i> | Agency Contract Owner (hereafter "Contract Owner") / Address: <i>{To be completed when contract is drafted.}</i> |

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

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

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

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

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

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

{To be completed when contract is drafted.}

1.2 Contract Purpose.

{To be completed when contract is drafted.}

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

{To be completed when contract is drafted.}

1.3.2 Performance Measures.

{To be completed when contract is drafted.}

1.3.3 Monitoring, Review, and Problem Reporting.

1.3.3.1 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:

The Contract Manager will monitor the Performance Measures when invoices are submitted. .

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

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

1.3.3.3 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.

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

1.3.4 Contract Payment Clause.

1.3.4.1 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 determined.}

1.3.4.2 Payment Methodology.

{To be completed when contract is drafted.}

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

1.3.4.4 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).

1.3.4.5 Payment of Invoices.

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

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

1.3.4.6 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.

1.3.4.7 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://stopthiowa.org/certified-locations>, as required by Iowa Code § 80.45A(5). The Contractor shall submit to the Agency a screen shot of this verification showing the lodging provider is a certified location with the claim for reimbursement.

1.4 Insurance Coverage.

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

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

1.5 Data and Sharing/Data and Security System Requirements.

1.5.1 a. Justification. Insert a detailed description of the reason for data sharing and the Contractor's intended use of the data. This section is specific to data sharing. This section should describe the reason why confidential data are needed to complete the work and services of this contract.

b. Legal Authority.

c. **Data Sharing Appendix.** Refer to **Appendix A** in Special Contract Attachments for the following details:

- The variables to be shared (Must list ALL variables needed)
- The geographic region for which the data can be shared
- The date range of data to be shared

1.5.2 Security Framework. The Contractor shall comply with at least one of the following and provide evidence of such compliance to Agency upon request:

- Certification with one or more of the following security frameworks: NIST SP 800-53, NIST Cybersecurity Framework, HITRUST, COBIT, CSA STAR, ISO 27001, SOC 2 Type II, CIS Controls or PCI-DSS prior to implementation of the system and when the certification(s) expire, or
- Compliant with HIPAA Security Rule 45 CFR Part 160 and Subparts A and C of Part 164.

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

1.5.4 Cloud Services. The Contractor shall be compliant with at least one of the following and provide evidence of such compliance to Agency upon request:

- FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Certification with one or more of the following security frameworks: NIST SP 800-53, NIST Cybersecurity Framework, HITRUST, COBIT, CSA STAR, ISO 27001, SOC 2 Type II, CIS Controls or PCI-DSS prior to implementation of the system and when the certification(s) expire.

1.5.5 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? No <i>{The items below will be completed if the Contract includes Federal Funds}</i> The Contractor for federal reporting purposes under this Contract is a: <i>{To be completed when contract is drafted.}</i> Office of Child Support Services (“OCSS”) Funded Percentage: <i>{To be completed when contract is drafted.}</i> Federal Funds Include Food and Nutrition Service (FNS) funds? <i>{To be completed when contract is drafted.}</i> UEI #: <i>{To be completed when contract is drafted.}</i> The Name of the Pass-Through Entity: <i>{To be completed when contract is drafted.}</i> ALN #: <i>{To be completed when contract is drafted.}</i> Grant Name: <i>{To be completed when contract is drafted.}</i> Federal Awarding Agency Name: <i>{To be completed when contract is drafted.}</i> | |
| 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 |