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REQUEST FOR PROPOSAL (RFP)

Program Evaluation and Analysis for Iowans with Disabilities and Behavioral Health Needs

MED-22-011

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# *RFP Purpose.*

The Department of Human Services is soliciting proposals from vendors for the evaluation of programs and services that impact Iowans with disabilities and behavioral health needs “The goal of this proposal is to obtain an independent analysis of where programs could more effectively and efficiently deliver services, important points of coordination and how those can be improved, value of services currently in place, return on investment for policy and operational changes, and existing governance structures for each system.”From the compilation of quantitative and qualitative information, the Department of Human Services will be able to present data driven recommendations to the governor, legislature, and external stakeholders for discussion and future planning related to expanding a comprehensive community based program to support the evolving needs of Iowans and community integration.

# *Duration of Contract.*

The Department of Human Services anticipates executing a contract that will have an initial two-year contract term with the ability to extend the contract for twoadditional one**-**year terms. The Department of Human Services will have the sole discretion to extend the contract.

# *Bidder Eligibility Requirements.*

A. Contractor qualifications

1. Independence. The Contractor and its subcontractors shall be independent from the
Agency. To qualify as “independent” the Contractor must meet all the stated requirements under this section:

a. If the Contractor is a state agency, department, university, or other state entity: the Contractor:

1. Shall not have Medicaid purchasing or managed care licensing authority; and

ii. Shall be governed by a board or similar body the majority of whose members are not government employees.

b. The Contractor SHALL NOT:

i. Deliver any healthcare services to Medicaid recipients.

Procurement Timetable

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

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| **Event** | **Date** |
| Agency Issues RFP Notice to Targeted Small Business Website (48 hours): | **September 1, 2021** |
| Agency Issues RFP to Bid Opportunities Website | **September 3, 2021** |
| Bidder Letter of Intent to Bid Due By  | **September 10, 2021 @ 3:00 p.m.** |
| Bidders’ Conference Will Be Held on the Following Date and Time  | **September 15, 2021 @ 10:00 a.m.** |
| Bidder Written Questions Due By | **September 17, 2021 @ 3:00 p.m.** |
| Agency Responses to Questions Issued By | **September 24, 2021** |
| **Bidder Proposals and any Amendments to Proposals Due By** | **October 28, 2021 @ 3:00 p.m.** |
| Bidder Presentations of Bid Proposals will be held via zoom, please email the issuing officer to schedule a date and time.  | **November 3-5, 2021** |
|  Agency Announces Apparent Successful Bidder/Notice of Intent to Award  | **November 30, 2021** |
| Contract Negotiations and Execution of the Contract Completed  | **December 31, 2021** |
| Anticipated Start Date for the Provision of Services | **January 3, 2021** |

Section 1 Background and Scope of Work

1.1 Background.

Iowa Department of Human Services

The Iowa Department of Human Services (DHS, also referred to as “the Agency”) is the single state agency responsible for administering the Medicaid program in Iowa. The Iowa Medicaid Program reimburses providers for delivery of services to eligible Medicaid recipients under the authority of Title XIX of the Social Security Act through enrolled providers and health plans. The Agency operates this program through its business unit, the Iowa Medicaid Enterprise (IME).

Medicaid HCBS waiver services are provided to maintain persons in their own homes or communities who would otherwise require care in a medical institution, including support for persons to seek and maintain employment in the community. Provision of these services must be cost effective. Services are limited to certain targeted populations for whom a federal waiver has been requested and approved. Services provided through the waivers are not available to other Medicaid recipients as the services are beyond the scope of the Medicaid state plan.

The Agency currently operates seven 1915(c) HCBS waivers including: (i) Health and Disability Waiver; (ii) AIDS/HIV Waiver; (iii) Elderly Waiver; (iv) Intellectual Disability Waiver; (v) Brain Injury Waiver; (vi) Physical Disability Waiver; and (vii) Children’s Mental Health Waiver. In addition to the seven waivers, via state plan amendments, the state operates two health home programs, Integrated Health Homes (IHH) targeting Serious and Persistent Mental Illness (SPMI), and Chronic-Condition Health Homes targeting chronic medical need, as well as a 1915(i) Habilitation Services program and a Program for All-Inclusive Care for Elderly (PACE) program. Iowa operates a Money Follows the Person Program (MFP) that provides transition coordination to individuals residing in institutional settings to support their return to home and community. In addition, the Medicaid state plan provides coverage for specific, individualized supports that help to maintain Medicaid recipients in their own homes or communities. These programs include Community-Based Neurobehavioral Rehabilitation Services (CNRS), home health services, EPSDT-funded Private Duty Nursing/personal cares program (PDN/PC), and hospice services. A description of programs, including member eligibility requirements, service listing, and provider requirements can be found here: https://dhs.iowa.gov/ime/members/medicaid-a-to-z/hcbs.

Currently, Iowa has two comprehensive, risk-based managed care organizations (MCOs), both of which operate statewide plans that include all eligible population groups and services, including Managed Long Term Services and Supports (MLTSS). MCOs are contracted with DHS, and IME is the business unit responsible for contract execution and oversight of the organizations. Funding for the contracts is appropriated by the state legislature and approved on an annual basis. It is subject to fluctuation or termination at any time. For MLTSS members, both need assessment and case management are embedded within the MCOs. Iowa utilizes Targeted Case Management (TCM) services for individuals accessing waiver services who are enrolled in fee-for-service Medicaid. Participation in fee-for-service Medicaid in Iowa is limited to members enrolled in Health Insurance Premium Payment Program (HIPP) and individuals who identify as American Indian or Alaskan Native and have not opted into managed care.
<https://dhs.iowa.gov/MED-16-009_Bidders-Library>
<https://dhs.iowa.gov/ime/members/Medicaid-a-to-z/hcbs/targeted-case-mgmt>

1915(i) HCBS Habilitation Services are designed to assist individuals with serious mental illness to live successfully in their home and community-based settings: <https://dhs.iowa.gov/ime/members/medicaid-a-to-z/hcbs/habilitation>. CNRS is a specialized category of neuro-rehabilitation services provided by a multidisciplinary team of allied health and support staff trained per IAC 441—77.52(249A) and deliver services individually designed to address cognitive, medical, behavioral, and psychosocial challenges, as well as the physical manifestations of acquired brain injury. Services concurrently work to optimize functioning at personal, family, and community levels, by supporting the increase of adaptive behaviors, decrease of maladaptive behaviors, and adaptation and accommodation to challenging behaviors to maximize independence. CNRS information can be found on the website: https://dhs.iowa.gov/ime/members/medicaid-a-to-z/cnrs

The PACE program helps members and health providers come together for preventive care, primary care, social services, therapeutic recreation, acute, and long-term care services. This program aims to protect and improve the member's health and quality of life. PACE is only available in a limited area. The PACE website is here: <https://dhs.iowa.gov/ime/members/medicaid-a-to-z/hcbs/pace>.

Home health services provide both children and adults in-home medical supports through Medicare-certified home health agencies. Services included in this program are skilled nursing, home health aide, occupational therapy, physical therapy, speech therapy, and medical social services. Home health website: <https://dhs.iowa.gov/ime/members/medicaid-a-to-z/hcbs/home-health>. The PDN/PC program is part of the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) program that provides in home private duty nursing and personal cares services by Medicare-certified home health agencies. More information on PDN/PC can be found: https://dhs.iowa.gov/ime/members/medicaid-a-to-z/hcbs/pdn\_pc.

Hospice care provides palliative and supportive services to meet the physical, psychosocial, social, and spiritual needs of a terminally ill person and the person’s family or others caring for the person, regardless of where the person resides. Hospice services are those services to control pain and provide support to people to continue life with as little disruption as possible. Payment for hospice services are approved for Medicaid recipients who are certified terminally ill and who elect hospice care rather than active treatment for the illness. Hospice website: <https://dhs.iowa.gov/ime/members/medicaid-a-to-z/long-term-care/hospice>.

The MFP Partnership for Community Integration Project is a $51 million grant from the Centers for Medicare and Medicaid Services (CMS). It provides opportunities for individuals in Iowa to move out of Intermediate Care Facilities for Persons with Intellectual Disabilities (ICF/ID) and into their own homes in the community of their choice. Individuals living in nursing facilities may also qualify. Grant funds provide funding for the transition services and enhanced supports needed for the first year after they transition into the community. MFP assistance is available to individuals with a diagnosis of an intellectual disability or brain injury who has lived in an ICF/ID or a nursing facility for at least three months. The individual must express an interest moving from the ICF/ID or nursing facility into the community. MFP program specific information can be found on the website: [https://dhs.iowa.gov/ime/members/medicaid-a-to-z/mfp.](https://dhs.iowa.gov/ime/members/medicaid-a-to-z/mfp.%20)

Iowa utilizes State Supplemental Assistance (SSA) funds to provide In Home Health Related Care (IHHRC) services to eligible Iowans. The purpose of in-home health-related care is to provide funding for personal care services to people in their own homes when physical or mental problems prevent them from independently completing their own self-care. The personal care services must be recommended by a physician and supervised by a registered nurse. The program strives to prevent or reduce time in institutional care by helping a person stay at home as long as possible. People eligible for in-home health-related care may be eligible for Medicaid, but individuals eligible for waiver services do not typically utilize IHHRC as waiver Consumer-Directed Attendant Care (CDAC) services are able to meet a similar array of need in a similar fashion. Iowa’s Medicaid state plan does not provide equivalent coverage for personal care services and does not allow for self-direction.

Mental Health and Disability Services (MHDS)

Iowa’s Regional Mental Health and Disability Services system provides funding and coordination for safety net and community-based services for individuals who are not eligible for other funding and ensures access to a full array of services, such as crisis services, for all Iowans. In 2021, Iowa began to transition the Regional MHDS funding away from a local property tax levy to a standing State appropriation. The system will transition to be fully State funded over the course of two years but, will remain regionally managed according to statewide standards and under DHS oversight. The MHDS regional system provides the funding for necessary services for eligible individuals who have mental health diagnoses or identified disabilities, but do not qualify for other services. MHDS Regional funding also supports access and investment in services that Medicaid or other payers can not. Some individuals may be enrolled with Medicaid and also receiving MHDS Regional funding but, duplication of funding is prohibited and the MHDS Regional funding is the payer of last resort. The goal of the MHDS regional system is to ensure that all Iowans have access to high quality mental health and disability services, regardless of where they reside. Iowa’s MHDS Regions are charged with understanding their local network of service providers, identifying unmet needs in the service system and working strategically and collaboratively to meet those needs not just within their own Region but, for all Iowans. Iowa currently has fourteen MHDS Regions. The MHDS regions and service information can be found at: <https://dhs.iowa.gov/mhds-providers/providers-regions/regions>

Area Agencies on Aging (AAA) and Aging and Disability Resource Center (ADRC) programs and services.

The Iowa Department on Aging strives to improve the quality of life of older Iowans, adults with disabilities, and caregivers by providing tools, resources, and support to help Iowa’s six Area Agencies on Aging effectively deliver services to consumers. Core services include information and service assistance, nutrition and health promotion, and services to promote independence. The Iowa aging network is designed to serve all Iowans who are sixty and older, with particular emphasis on populations demonstrating the greatest social or economic need. Iowa’s aging and disability network consists of the Commission on Aging, the Iowa Department on Aging, Area Agencies on Aging, and the Aging & Disability Resource Center partnerships and networks. Older Americans Act (OAA) services are available to Iowans aged sixty and older, residents of long-term care facilities, and families of these individuals and their caregivers. The Older Iowan’s Act and related legislation also includes services to Iowans with disabilities seeking information and assistance on independent living supports and ombudsman services for a portion of Iowa’s Medicaid managed care members.

The Iowa Department of Public Health (IDPH) is the parent organization to the Division of Behavioral Health, the Single State Authority (SSA) for the Substance Abuse Prevention and Treatment Block Grant (SAPT).

The Substance Abuse Prevention and Treatment (SAPT) Block Grant is distributed by formula funding to all States, Territories, Jurisdictions, and the Red Lake Band of Chippewa Indians (referred to as “States”). It is the cornerstone of States substance use disorder prevention, treatment and recovery systems. The SAPT Block Grant is administered by the Substance Abuse and Mental Health Services Administration (SAMHSA), within the Department of Health and Human Services (HHS). State alcohol and drug agencies manage the SAPT Block Grant, ensuring the effective and efficient use of funds across the continuum of care. Federal statute requires States to direct at least twenty percent of SAPT Block Grant funds toward primary prevention of substance misuse. This “prevention set-aside” is managed by the Center for Substance Abuse Prevention (CSAP) within SAMHSA, and is a core component of each State’s prevention system. In addition to the mandatory prevention set-aside, States must ensure Maintenance of Effort requirements to incentivize states to maintain specific expenditure levels including statewide substance use disorder services and special services for pregnant women and women with dependent children. The SAPT Block Grant is a critical funding stream for recovery support services, including peer support services, recovery community organizations (RCOs), recovery housing, and recovery workforce development. Recovery support services are a vital component in the continuum of care and State Directors ensure that evidence-based and innovative practices are supported with resources from the SAPT Block Grant.

IDPH contracts with approximately twenty community-based substance use disorder organizations called the Iowa Provider Network (IPN). IPN providers were selected in 2018 through a competitive Request for Proposals (RFP) process and launched January 1, 2019. IPN services are funded by the State General Fund appropriation to IDPH for substance abuse and problem gambling services under the Addictive Disorders appropriation, and through the SAMHSA Substance Abuse Prevention and Treatment Block Grant (SAPT). Of the approximately 100 licensed substance abuse licensed facilities in Iowa, twenty providers were competitively selected to provide prevention, treatment, and problem gambling services to Iowans on a statewide basis. This new integrated network is required to provide education, prevention, early intervention, treatment, and recovery support services spread across 19 geographical regions. The IPN supports services for Iowans without insurance, Medicaid, or other payment resources.

Mental Health Block Grant
The Mental Health Block Grant (MHBG) is a federal formula grant awarded to each state based on a combination of population and other economic factors. The MHBG is administered by the U.S. Dept. of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA). Iowa’s State Mental Health Authority is assigned to the DHS Division Administrator of Community Mental Health and Disability Services. The MHBG is required by federal statute to provide comprehensive, community-based mental health services to adults with a serious mental illness and children with a serious emotional disturbance and to monitor progress in implementing a comprehensive, community-based mental health system. States are required to set aside ten % of the annual allocation to provide evidence-based practices for early interventions to address early, serious mental illness (ESMI). By Iowa law, ninety-five percent of Iowa’s MHBG funding is utilized for eligible community mental health services to carry out the plan submitted to, and approved by, SAMHSA. Of the ninety-five percent allocated to providers, seventy percent is currently required to be distributed to accredited Community Mental Health Centers (CMHCs). MHBG funding is distributed by directly contracting with service providers. Providers who are contracted to provide MHBG funded services also provide Medicaid-funded, community based services.

Child Welfare
Child Welfare helps to ensure safety, permanency and well-being for children and families of Iowa. There are a variety of services, supports and programs. Many of the individuals who are receiving services within the Child Welfare system are also Medicaid enrollees and are receiving services through Medicaid as well. The Child Welfare service array includes in-home parenting services designed to keep children safely out of foster care, residential services for children/youth in foster care, and children/youth placed in family or family-like settings. Parents receiving in-home parenting services are frequently referred to substance abuse and mental health services; children/youth in residential commonly receive Medicaid-funded therapy services and children/youth in family or family-likes settings may benefit from Medicaid-funded respite supports. It is critical that these systems interact in a way that is most effective such that families and children are successful.

Iowa’s Area Education Agencies
The Iowa Legislature established Iowa’s Area Education Agencies in 1974 to be an effective, efficient and economical means of identifying and serving children from birth to age twenty-one who require special education services. This decision was a result of the federal law mandating a free, appropriate, public education for children with disabilities. The Iowa legislature was also plagued with complaints about inequitable services from district to district across Iowa.

At that time, twenty-five percent of students in need of special education were receiving the needed special services and special, segregated schools for children with behavior disorders had been closed. AEAs remain responsible in ensuring that all children with disabilities receive the assistance they need to be successful.

The original fifteen AEAs followed the boundaries of the community college system. In 2000, the AEAs asked for legislation allowing for voluntary mergers of AEAs. Since that time, several AEA mergers have taken place and there are now nine AEAs due to mergers across the state.

Iowa’s AEAs continue to work as partners with children, families, and educators to ensure equitable, efficient, and effective educational services that prepare all Iowa children for a life well-lived.

Juvenile Justice
The mission of the Juvenile Justice system is to serve the welfare of youth and their families within a sound framework of public safety. Juvenile Justice service delivery is based on the Risk, Need, and Responsivity Model of Practice and Criminogenic Risk/Need. This model is the driving force in identifying and addressing the treatment needs of juvenile justice involved youth. It considers personal, interpersonal, and social factors as being involved in the acquisition and maintenance of criminal behavior.

Juvenile Justice strives to promote community safety through risk reduction. Youth involved in the Juvenile Justice system receive a variety of services, supports and programs designed to reduce the risk factors associated with delinquency. Some of the individuals who are receiving services within the Juvenile Justice system are also Medicaid enrollees and are receiving services through Medicaid as well. It is critical that these systems interact in a way that is most effective such that families and children are successful.

Iowa Department of Corrections

The “corrections continuum” specifies five levels of criminal sanctions from least to most restrictive. Individuals who receive the highest levels of sanctions are sentenced to institutions because of the type of crime committed or it was determined they cannot be effectively managed in the community.
A. Probation and Parole – Supervision (Community-Based Corrections)

1. This type of supervision includes individuals on probation, parole, pretrial release, and others. Supervision, monitoring, and treatment are provided in the community and utilize locally available resources.

2. Five levels of supervision were created to provide more frequent, higher levels of supervision for individuals who have a higher risk for reoffending and less frequent, lower levels of supervision for individuals who have a lower risk for reoffending. Higher supervision involves home visits, curfew, electronic monitoring, participation in group therapy, and other supports.

a. Can include electronic monitoring, day programming, live-out programs, sex offender supervision, and special needs supervision.

B. Quasi-Incarceration - Residential Facilities (Community-Based Corrections)

1.These are sanctions supported by residential facility placement and can include:

a. Residential treatment facilities

b. OWI treatment facilities

c. Work release facilities

d. House arrest with electronic monitoring

C. Institutions (Prisons)
Reception and Classification

The Iowa Medical and Classification Center in Coralville is the reception center for all males entering the adult corrections system in Iowa. The Iowa Correctional Institution for Women is the reception center for all females entering the adult corrections system in Iowa. Individuals who are less than age eighteen, but adjudicated to adult court and enter the Reception and Classification Centers, are kept separate from adults eighteen and older. The reception process involves an orientation; medical, dental, and mental health screenings; and an in-depth intake that gathers information about an individual’s background and experiences. This process takes between 4 and 6 weeks. The information gathered during reception helps determine needs and appropriate institutional placement.

Considerations during the initial classification determination include the individual’s criminal history and present charge, current behavior, health (including mental health), potential for violence, and other factors.

Classifications are reviewed periodically, but not less than once every twelve months. Some of the many factors considered during classification reviews include current and past criminal behavior; adjustment to the institutional setting, which includes behavior, escapes, and other rule violations; age; and amount of time served versus time remaining to be served.

1. Custody Levels and Definitions
All individuals are classified within one of five custody classifications: maximum custody, medium custody, minimum custody, minimum work out, and minimum live out.

* + - * 1. Maximum custody: This is the most restrictive level, generally for individuals who have been convicted of violent crimes or exhibit behavioral challenges while incarcerated. Individuals in maximum custody are highly supervised and generally reside in single cells within a building or unit.
				2. Medium custody: Individuals are usually assigned to a dormitory or cell setting and generally restricted to working within the boundaries of the institution. Individuals assigned to this custody level present potential risk for escape and/or require a more structured environment.
				3. Minimum custody: Individuals assigned to this custody level are considered to be a minimal escape risk and demonstrate stable behavior.
				4. Minimum work out: Individuals assigned to this custody level may work outside the secure perimeter of the facility, have off-grounds work assignments, or participate in furloughs.
				5. Minimum live out: Individuals assigned to this custody level are determined to be sufficiently stable to live in an open, non-secured setting.

D. Reentry Planning
Planning for reentry begins when an individual enters the system with the assessment process to ensure they are connected to the types of services, treatment, and programming that will reduce their likelihood of reoffending and increase their chances of success once they reenter the community. Such programming is meant to assist in planning how to find employment, housing, transportation, continuing in addiction recovery, furthering education, and seeking available resources in the community.

Pre-release programming includes education on community supervision requirements, employment planning—including approximately thirty registered apprenticeship programs, vocational placement resources, Social Security benefits, banking and financial management, public assistance sources, community substance use disorder and mental health resources, heath care issues, and family reintegration.

Before release to community-based supervision, individuals in prison must have a suitable place to live upon returning to the community. A Home Placement Questionnaire (HPQ) is used to verify that a residence requested by an individual meets the requirements set forth by the Department of Corrections to minimize the risk of reoffending. An example of the HPQ can be found in the appendix at the back of this guide.

E. Behavioral Health Medication Voucher Program
Individuals released from prison may access up to 90-days of behavioral health medications at no cost. At the time of release, the individual is provided a thirty-day supply of all medications, and an additional 60 days of behavioral health prescriptions are transferred to a participating community pharmacy and filled at a reduced rate or no cost to them.

Any individual released from one of Iowa’s nine DOC facilities on parole status and/or end of sentence-discharge with an individual or household income 200% of the federal poverty level or below that is uninsured or underinsured may use a DOC Behavioral Health Medication Voucher. Eligibility will be conducted by DOC staff at the time of release. This program launched in April 2014.

F. Community-Based Corrections
Community-Based Corrections (CBC) provides a range of sanctions that are a less restrictive alternative to prison that involves various levels of supervision within the community.

CBC services in Iowa are operated by eight judicial districts that, together, cover all ninety-nine counties. Each district operates as a separate agency under the direction of a Board of Directors and administered by a Director. The majority of individuals under state correctional supervision are supervised in the community. CBC services are separated into two categories: field services and residential facility services.

G. Supervision Levels/Risk Assessment
All individuals assigned to supervision by field services or in a residential facility are assessed to determine level of risk and level of supervision needed. Assessments also help determine case planning and the need for referrals to treatment or other support services. The higher the supervision/risk levels, the more closely an individual will be monitored and supported by community-based corrections staff. Individuals convicted of sex offenses receive intensive supervision and participate in programming designed to help reduce sexual abuse victimization.

H. Field Service Supervision
The majority of individuals supervised in the community are on field service supervision. Field offices are located in local communities within each CBC District that provides staff for a variety of probation and parole programs and supervision levels. Probation Supervision: An individual is placed on probation after being convicted of a crime and having their jail or prison sentence suspended. This means they can be under correctional supervision in the community as an alternative to going to jail or prison. Probation Officers monitor compliance and use existing local resources to address specific challenges related to rehabilitation. Supervision emphasizes employment stability, victim restitution, community service sentencing, community resources, one-on-one counseling, and monitoring the individual in the community.

1. Parole Supervision: Parole is granted to individuals by the Iowa Board of Parole, either directly out of a state institution or from a residential facility (on work release supervision status). Individuals on parole are supervised by parole officers in the community. Monitoring and treatment are provided in the community and utilize locally available resources.

2. Pre-Trial Release: This serves as an alternative to the traditional bail bond system. Under pretrial release an individual is released from jail pending trial under the supervision of a Judicial District. The district monitors the individual and ensures they appear in court when directed.

3. Presentence Investigation (PSI): This report includes a both an individual’s social history and as well as their criminal history. The investigation is completed on order of the Court, and is used by the Judge in sentencing proceedings, as well as the Probation and Parole Officer, DOC institutions, and the Board of Parole to assist in developing treatment plans and in decision-making.

4. Drug Court: This program targets individuals who are at high-risk by combining accountability, treatment, and rehabilitation under the authority of the court. Drug courts address substance abuse treatment needs, and provide referral and/or treatment for co-occurring disorders. Drug courts are a community-based alternative to incarceration for high-risk drug offenses, and generally if an individual fails to complete the program they will go to prison.

5. Community Service Sentencing: This type of sentencing requires individuals to perform a specific number of community service hours as an alternative to incarceration or a fine.

6. Sex Offender Treatment Program (SOTP): This program provides treatment through group counseling and education, combined with intensive supervision and electronic monitoring of individuals convicted of sex crimes.

7. Electronic Monitoring: This system uses a specially equipped bracelet to monitor the location of an individual. There are several systems used across the state, including voice verification, radio frequency, video display, GPS, and alcohol sensor. Electronic monitoring is most typically used for individuals convicted of sex offenses. A command center for the bracelet technology is operated by the Fifth Judicial District.

8. Treatment Alternatives for Safer Communities (TASC) Program: This program provides coordination between the criminal justice system and the substance use disorder treatment system. This program currently operates only in the Sixth Judicial District as part of its ANCHOR Center.

9. Domestic Abuse Program: This program combines group counseling and education for men and women who have been convicted of domestic violence offenses. Iowa Code requires that individuals convicted of domestic violence attend treatment education.

10. Youthful Offender Program: This program targets youth ages sixteen through twenty-one who are in the adult system, either on pre-trial release, or adjudicated as adults. The program connects participants to substance use disorder treatment services in the community and teaches life skills. Current this program only operates in the Fifth CBC District.

I. Residential Correctional Facilities
Overview: Individuals may be placed in residential facilities by the court (probation, pretrial release, or the OWI program), the Parole Board upon release from a corrections institution (parole or work release), or the corrections continuum. Residential facilities provide a structured environment for high-risk/need individuals that include employment, financial management for court-ordered responsibilities, community service work, and participation in educational and treatment programming. While living in a residential facility, individuals must pay rent, which is determined by each district, and are responsible for any other court ordered financial obligations like victim restitution or child support. Privileges are granted for complying with program rules and requirements.

Some districts also have day reporting programs, where an individual is allowed to live at home while abiding by the supervising residential facilities rules. Noncompliance may result in being ordered back to the residential facility.

1. Residential programming includes:

a. The OWI Program for individuals convicted of at least their second OWI offense. Individuals are sentenced to the Department of Corrections (DOC) and housed at a residential facility for substance use disorder treatment. Treatment providers for this prison-diversion program are licensed by the Iowa Department of Public Health.

b. Job readiness training

c. Individual and group counseling

d. Cognitive-behavioral programming

e. Referrals for substance abuse and/or mental health treatment

f. Sex offender treatment, domestic violence education programs, and services for special needs populations

1.2 RFP General Definitions.

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

***“Agency”*** means the Iowa Department of Human Services.

***“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.

***“Agency Hours”*** means 8:00 AM thru 5:00 PM Central Time, Monday through Friday, excluding state holidays.

***“Evidenced-Based Practice”*** means the way of proving care that is guided by the conscientious integration of the best evidence from well-designed studies, patient values and preferences, and a clinician's expertise in making decisions about a patient's care.

***“Home and Community-Based Services (HCBS)”*** Programs mean Medicaid programs that give members more choices about how and where they receive services. Home and Community-Based Services are for people with disabilities and older Iowans who need services to allow them to stay in their home and community instead of going to an institution. Long term services and supports (LTSS) are delivered through seven 1915(c) waiver programs and five non-waiver programs. More information can be found at this link: http://dhs.iowa.gov/ime/members/medicaid-a-to-z/hcbs.

**“HCBS Waiver Programs”** means waiver programs, where Iowa can waive certain Medicaid program requirements, allowing the state to provide care for people who might not otherwise be eligible under Medicaid.

Through the following 1915(c) waivers, Iowa targets services to people who need LTSS:

* AIDS/HIV
* Brain Injury
* Children’s Mental Health
* Elderly
* Health and Disability
* Intellectual Disability
* Physical Disability

Other HCBS Programs include:

* Community-Based Neurobehavioral Rehabilitation Services (CNRS)
* Habilitation Services – State Plan 1915(i) program
* Home Health Services
* Hospice Services
* Money Follows the Person (MFP) program
* Private Duty Nursing/Personal Cares Program
* Program of All-Inclusive Care for the Elderly (PACE)
* Case Management

***“Long Term Services and Supports (LTSS)”*** means services and supports used by individuals of all ages with functional limitations and chronic illnesses who need assistance to perform routine daily activities such as bathing, dressing, preparing meals, and administering medications.

***“Money Follows the Person (MFP)”*** means Iowa’s Partnership for Community Integration Demonstration, funded by an award to the Agency in January 2007 by the Centers for Medicare and Medicaid Services to assist adults and children with intellectual disabilities (ID), brain injuries (BI), and related conditions who are residents of ICF/IDs, nursing facilities and inpatient hospital settings in transitioning to more integrated settings in the community.

***“Person Centered Planning”*** means a process directed by the member accessing services as dictated by 42 CFR § 441.725 and 42 CFR § 441.540 Person-centered service plan and CMS standards for the person-centered planning process. Promotes self-determination principles and actively engages the member in the development of the plan to address the member’s need for services based on member’s needs and desires as well as the availability and appropriateness of services. The person-centered approach identifies member strengths, goals, preferences, needs and desired outcomes.

***1.3 Scope of Work.***

**1.3.1 Deliverables.**

The Contractor shall provide Deliverables, which include the items described below.

The Agency anticipates that many of the meetings required as part of the scope of work will be conducted virtually as a result of the continuing COVID-19 pandemic. The Contractor’s approach to achieving the following deliverables shall include the use of an Agency approved virtual meeting platform(s) that provides for video and ensures that contractor staff participate with video enabled. The Agency reserves the right to request face-to-face meetings. When face-to-face meetings are required, CDC guidelines will be followed as appropriate.

1.3.1.1 General requirements.

A. Staff skills and experience
1. The Contractor shall ensure staff performing services under this Contract have experience in:

a. Policy and programming related to the fields to be evaluated.
b. State and federal policy.
c. Waiver and state plan development.
d. Stakeholder engagement.
e. Process redesign.
f. Healthcare statistics and analysis.
g. Program proposals.

h. Return on investment analysis.
i. Research and writing for publication on healthcare issues.

2. The Contractor shall ensure staff performing services under this Contract are skilled in or have access to expertise in conducting program evaluation to identify opportunities for service development, better coordination of care, and appropriate referral patterns. Staff shall have the ability to research and analyze the clinical aspects of healthcare delivery which affect populations of special concern to the Agency, including:

a. Individuals with long-term needs including identified disabilities.

b. Behavioral health needs.

c. Child welfare.

d. Aging individuals.
B. Project management

1. The Contractor shall designate one Project Manager, who will be dedicated to the Contract full time.

2. The Agency reserves the right to interview any and all candidates for the Project Manager position prior to approving the candidate.
3. The requirements for the Project Manager are as follows:

a. Be available to meet with the Agency’s management, policy staff, and contract manager to respond to questions and concerns related to the Contract during normal Agency Business Hours. The Project manager shall be available to attend meetings in person as determined by the Agency.
b. Project Manager position are required to communicate absences with the Agency contract manager and provide suitable coverage during extended absences.
c. Provide policy advice and support to the Agency and participate in meetings with the Agency as a subject matter expert.
d. Prepare and present status updates monthly to the Agency and other stakeholders, as requested by the Agency.
e. Comply with all timelines in the Agency-approved project work plans.
f. Represent the Contractor in terms of day-to-day negotiations and resource allocations, and be the primary liaison with the Agency.
g. Develop and maintain an Agency approved plan for job rotation and knowledge transfer to ensure that all functions can be adequately performed during the absence of the project manager for vacation and other reasons.

4. The Contractor shall ensure staff are trained and able to perform the functions of sensitive positions when the Project Manager is absent.
5. The Contractor shall develop and maintain, subject to Agency approval, standardized reports that may be necessary to implement the project.
6. The Agency reserves the right of prior approval for any replacement of the Project Manager.
7. The Contractor shall provide the Agency with a minimum of fifteen -days’ notice prior to any proposed transfer or replacement of the project manager. At the time of providing notice, the Contractor shall also provide the Agency with the resumes and references of the proposed replacement of the project manager.
8. Replacement personnel must be in place performing their new functions before the departure of the personnel they are replacing.
9. Replacement personnel shall have knowledge transfer, experience, and ability comparable to the person originally in the position.

C. Meetings. The Contractor shall participate in the following related to the scope of work

 performed by the Contractor:

1. Meetings with the Agency:

a. Monthly contract and status meetings or discussions with the Agency

b. Meetings to review and discuss contract milestones agreed upon in the work plan
c. Meetings to develop performance improvement projects with the Agency

2. The Contractor shall have subject appropriate staff members attend meetings or conference calls as requested and required by the Agency at no additional cost.

1.3.1.2 Operations

A. The Contractor shall completed a system wide evaluation of services for vulnerable Iowans with long-term needs, including identified disabilities, behavioral health needs, child welfare, and aging individuals.

1. System evaluation should include, at minimum, the following delivery systems:

a. Medicaid.
b. Mental Health and Disability Services Regions.
c. Aging Network.
d. Substance Use Block Grant.
e. Mental Health Block Grant.
f. Child Welfare System.
g. Area Education Agencies and Local Education Agencies.

2. Compile services available across the continuum to identify areas where resources are duplicated, overutilized, underutilized, or inefficiently utilized.

3. Identify opportunities for individual transitions between levels of care, service spaces, and eligibility changes.

4. Compile case management, social worker, and other coordination access points.

5. Identify gaps in services available, provider access, and case management or coordination.

6. Convene targeted focus groups of consumers and stakeholders to inventory feedback on system successes and opportunities.

B. The Contractor shall ensure the Agency’s objectives (as defined in Purpose) are achieved The Contractor shall provide structured, efficient, and effective planning and implementation support throughout the project to accomplish these objectives.
C. The Contractor’s support shall include development of principles to guide the evaluation, recommendation, and implementation of the project plan. Principles shall be developed in collaboration with the Agency. The initial work of the Contractor shall also include working with the Agency to define a decision making process for establishing and putting forth decisions and recommendations.
D. The Contractor shall complete a system wide evaluation of services for vulnerable Iowans with long-term needs including identified disabilities, behavioral health needs, child welfare, and aging individuals.

1. Project implementation meeting.

2. Development and completion of a detailed project plan.

3. Development and completion of a draft report including recommendations and

 options.

4. Development and completion of a technical assistance and implementation support

 plan.

5. Lead a final recommendation conference with the Agency’s leadership.

6. Final Report.

7. Technical Support and Implementation.

E. The Contractor shall provide the Agency with technical and project management assistance to create and establish an implementation plan for the approved redesign of the Agency’s programs and services. This work may include, but will not be limited to project management, coordination activities, and engagement activities with stakeholders. The Contractor shall assist the Agency in identifying resource and staffing needs to ensure successful implementation of the redesign.
F. At the Agency’s option, the engagement could be extended for technical assistance and implementation support to support the implementation of the approved technical assistance and implementation support plan. If the Contractor provides these implementation services, the Contractor shall propose a fixed price for the implementation phase.

1.3.1.3 Planning

A. Project implementation meeting. The Contractor’s key personnel must attend this meeting. The Agency will select representatives from the agency to attend the meeting. Due to the COVID-19 pandemic, this meeting may be held virtually using a video technology.
The project implementation meeting is intended to address any information required to develop the initial project plan. This does not preclude the Contractor from attending additional meetings and discussions with agency staff to inform development of the project plan. The Contractor shall prepare an Agency approved agenda for the meeting, seeking input from the Agency.
B. Project plan. The Contractor shall develop a detailed project plan that presents the Contractor’s approach to the System wide evaluation of services for vulnerable Iowans with long-term needs including identified disabilities, behavioral health needs, child welfare, and aging individuals. The Contractor shall submit the project plan to the Contract Owner no later than the timeframe set forth in Section 1.3.2. The project plan shall include identification of the Contractor’s key members along with their roles and responsibilities.
The plan shall include the phases of project execution, specific activities to be conducted during each phase of the project and project milestones with timelines and dependencies for completion.
The project plan should also clearly identify Agency staff resources required to support each phase of the project and the anticipated level of effort required of each resource. The plan shall also address change management and risk management activities. An efficient and effective process for obtaining internal and external stakeholder input and sharing information with these groups during the process shall be part of the project plan. This deliverable is due by the date set forth in Section 1.3.2.

1.3.1.4 Reporting

A. The Contractor shall develop a draft report that outlines the evaluation of at a minimum:

1. Medicaid.
2. Mental Health and Disability Services Regions.
3. Aging Network.
4. Substance Use Block Grant.
5. Mental Health Block Grant.
6. Child Welfare System.
7. Area Education Agencies and Local Education Agencies.

B. The draft report shall also include a compilation of services available across the continuum to identify areas where resources are duplicated, over utilized, underutilized, or inefficiently utilized.

C. Identify opportunities for individual transitions between levels of care, service spaces, and eligibility changes. A compilation of case management, social worker, and other coordination access points. Identify gaps in services available, provider access, and case management or coordination.

D. The draft report is due by the due date set forth in Section 1.3.2. The report shall include recommendations on how to leverage the information compiled to create a more efficient, better utilized, more actively coordinated system for individuals with long-term needs including identified disabilities, behavioral health needs, child welfare, and aging individuals. Recommendations should address, at minimum: policy and waiver authority, operations, governance, program funding, provider reimbursement, billing, and taxonomy.

1. Ad Hoc reports.
a. The Agency may request up to three (3) additional ad hoc reports that
may utilize the data from the Agency’s data sources. The Contractor shall analyze the data and produce the report as requested by the Agency. The Agency shall work with the Contractor to establish the analysis and reporting requirements and timeframes.

2. At the completion of any studies or analyses the Contractor shall work collaboratively with the Agency in development and monitoring of any resulting performance improvement plan.

E. Final recommendation conference
The Contract shall lead a final recommendation conference with the Agency’s leadership prior to the submission of the final report. The Agency’s leadership shall establish a set of final recommendations for implementation as a result of this conference.

F. Final report
The Contractor shall also provide an Agency approved report at that same time for Agency leadership and others. The report shall provide a summary of findings, conclusions, considerations, and recommendations for Agency leadership.

G. Monthly technical assistance and implementation support report, including all activity completed during the month and any recommendations.

* + - 1. Technical assistance and implementation support plan
1. The Contractor shall develop an Agency approved technical assistance and implementation support plan that presents the Contractor’s approach to:

1. Compile policy and evidence based best practices.
2. Facilitate stakeholder meetings.
3. Assist with project planning and deliverable monitoring.
4. Draft proposals including supporting data and return on investment projections.
5. Provide other analyses as identified by the Agency.

The Contractor shall submit the technical assistance and implementation support plan to the Contract Owner no later than the timeframe set forth in Section 1.3.2.

1.3.1.6 Technical assistance and implementation support

A. At the Agency’s option the Contractor shall assist the Agency with technical assistance related to the

 implementation of recommendations identified in the final report and outlined in the technical assistance and implementation support plan.

B. The Contractor shall provide documented policy and evidence based best practices to the Agency.
C. Facilitate at a minimum, virtual quarterly stakeholder meetings.
D. Assist the Agency with project planning and deliverable monitoring.
E. Assist the Agency with the drafting of proposals.
F. Provide data and return on investment projections. Analyses shall either be completed fully by the

Contractor or by Contractor review and comment on analyses performed by the Agency.

1.3.2 Performance Measures

1. General requirements
2. Timely responses to Agency Contract Manager or Contract Owner questions. Routine questions will be responded to in no longer than two business days at least eighty percent of the time. The remaining twenty percent will be responded to in no longer than five business days.
3. All agendas developed by the Contractor shall be submitted to the Agency for approval a minimum of ten Business Days prior to the materials being presented.
4. The Contractor shall submit monthly progress reports to the Agency by the tenth Business Day of each month.

B. Project implementation meeting

1. The Contractor shall complete the project implementation meeting January 14, 2022.

C. Development and completion of a detailed project plan

1. The Contractor shall submit an Agency approved project plan February 4, 2022.

D. Development and completion of a draft report including recommendations and options

1. The Contractor shall submit the draft report by September 2, 2022.

E. Development and completion of a technical assistance and implementation support plan

1. The Contractor shall submit an Agency approved technical assistance and implementation

support plan by October 7, 2022.

F. Lead a final recommendation conference with the Agency’s leadership

1. The Contractor shall complete final recommendation conference prior to the submission of the

final report.

G. Final report

1. The Contractor shall submit the written Agency approved final report to the Agency by

December 31, 2022.

H. Technical support and implementation

1. The Contractor shall respond to all technical assistance requests within three (3) business days.

2. The Contractor shall provide documented policy and evidence based best practices to the Agency

the end of each month as applicable.

3. Contractor shall provide notes for all Contractor facilitated meetings within 8 business hours of

the conclusion of the meeting.

4. Contractor shall assist identified agency staff with project planning and deliverable monitoring.

5. The Contractor shall assist identified agency staff with the drafting of proposals.

6. The Contractor shall provide the Agency with supporting data and return on investment

projections. Analyses shall either be completed fully by the Contractor or by Contractor review and comment on analyses performed by the Agency.

**1.3.3Contract Payment Methodology.**

1.3.3.1 Pricing. In accordance with the payment terms outlined in this section and Contractor’s completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated an amount not to exceed $10,000,000.00 during the entire term of this Contract, which includes any extensions or renewals thereof. Payment will occur as follows:

1.3.3.2 Monthly Fixed Amount Payments.

A. The Contractor will be paid a fixed amount for services rendered, in accordance with the pricing set forth in Attachment F (i.e., the Cost Proposal).
B. C. Deliverables and Performance Measure Withholding Payment. After the first year the Contractor may invoice ninety-five percent of the fixed amount each month. The Agency will withhold five percent of the monthly amount to assure the Contractor meets required Deliverables and Performance Measures as follows:

1. Section 1.3.1.5 Technical Assistance and Implementation Support- five percent of the monthly amount

The withhold from the Technical Assistance and Implementation Support will be approved by the Agency monthly after review of the monthly technical assistance and implementation support report. Determination of whether performance measures have been met is strictly and solely at the discretion of the Agency.

1.3.3.3 Milestone Payments. Payment is dependent upon the successful completion and Agency Acceptance of the following payment milestones. The Contractor shall not be entitled to any additional reimbursements including, but not limited to, travel for work related to these milestones. Milestones shall be invoiced upon Agency Acceptance of Key Deliverables. The Agency, at its sole discretion, may request detailed documentation from the Contractor to support expenses that have been invoiced for any given milestone. Contractor shall invoice the Agency on the state approved form within thirty Calendar days of the following completed milestone:

1. Project implementation meeting.
2. Detailed project plan.
3. Draft report.
4. Final recommendation conference.
5. Final report.
6. Technical assistance and implementation support plan.

1.3.3.4 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.

1.3.3.4 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).

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

The Agency shall pay all approved Invoices in arrears. 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.

1.3.3.6 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.

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:

Kera Oestreich

1305 E. Walnut Street
Des Moines, IA 50319

Phone: 515-321-8679

koestre@dhs.state.ia.us

2.2 Restriction on Bidder Communication.

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

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

2.3 Downloading the RFP from the Internet.

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

2.4 Online Resources.

Resources related to this RFP are available at the following website: <https://das.iowa.gov/procurement/vendors/how-do-business/bidding-opportunities>.

 Materials available electronically include:

RFP
Q&A

<https://dhs.iowa.gov/MED-16-009_Bidders-Library>.

<https://dhs.iowa.gov/mhds-providers/providers-regions/regions>
<https://dhs.iowa.gov/ime/members/Medicaid-a-to-z/hcbs/targeted-case-mgmt.><https://dhs.iowa.gov/ime/members/medicaid-a-to-z/hcbs/habilitation>.

<https://dhs.iowa.gov/ime/members/medicaid-a-to-z/hcbs/pace>.

<https://dhs.iowa.gov/ime/members/medicaid-a-to-z/hcbs/home-health>.

<https://dhs.iowa.gov/ime/members/medicaid-a-to-z/long-term-care/hospice>.

<https://dhs.iowa.gov/ime/members/medicaid-a-to-z/mfp>.

***2.5 Intent to Bid.***

The Agency requests that Bidders provide their intent to bid by email to the Issuing Officer by the date and time in the Procurement Timetable. The Bidder may wish to request confirmation of receipt of the email from the Issuing Officer to ensure delivery. Do not submit letters of intent by mail, shipping service, or hand delivery. The intent to bid should include the Bidder's name, contact person, mailing address, email address, telephone number, and a statement of intent to submit a bid in response to this RFP. Though it is not mandatory that the Agency receive an intent to bid, the Agency will only respond to questions about the RFP that have been submitted by Bidders who have expressed their intent to bid. The Agency may cancel an RFP for lack of interest based on the number of letters of intent to bid received.

***2.6 Bidders’ Conference.***

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

To join the meeting please follow the link below on the date and time listed in the Procurement Timetable.

Join ZoomGov Meeting

<https://www.zoomgov.com/j/1607623404?pwd=eGF2YWc3RDJmcFBGVmpNcUFaNGtQQT09>

Meeting ID: 160 762 3404

Passcode: 140540

One tap mobile

+16692545252,,1607623404# US (San Jose)

+16468287666,,1607623404# US (New York)

Dial by your location

        +1 669 254 5252 US (San Jose)

        +1 646 828 7666 US (New York)

        +1 551 285 1373 US

        +1 669 216 1590 US (San Jose)

Meeting ID: 160 762 3404

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”) 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.3. This list is maintained by the Iowa Public Employees’ Retirement System. The list is currently found here: https://www.ipers.org/about-us/investments/restrictions-regarding-companies-boycotting-israel#main-content.

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

2.14 Bid Proposal Clarification Process.

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

2.15 Verification of Bid Proposal Contents.

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

2.16 Reference Checks.

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

2.17 Information from Other Sources.

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

2.18 Criminal History and Background Investigation.

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

2.19 Disposition of Bid Proposals.

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

2.20 Public Records and Request for Confidential Treatment.

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

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

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

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

2.21 Copyrights.

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

2.22 Release of Claims.

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

2.23 Presentations.

The Bidder is required to provide a presentation of the Bid Proposal on the date(s) and at the location provided in the Procurement Timetable unless the Bidder is notified of a change prior to the presentation date(s). The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Agency. The Bidder may include slides, graphics, and other media selected to illustrate the Bidder’s Bid Proposal. Reference section 4.3, Scoring of Presentation,for details on presentation areas included in the scoring.

Bidders may deliver presentations for one hour from 9:00 a.m. to 4:00 p.m. on November 3-5, 2021. Presentations will be held via webinar. Contact the Issuing Officer no later than October 28, 2021 to request a presentation date and time.

Vendors must email the Issuing Officer to set up an appointment for your presentation. Presentations will be scheduled in the order appointments are received. To present via webinar, you must have Internet and phone capabilities. The Agency will schedule the webinar via Zoom and provide you with a link to the webinar to present. If you would like to provide handouts as part of your presentation, please email them to the Issuing Officer by October 28 ,2021.

2.24 Notice of Intent to Award.

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

2.25 Acceptance Period.

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

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

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

Bureau Chief

c/o Bureau of Service Contract Support

Department of Human Services

Hoover State Office Building, 1st Floor

1305 E. Walnut Street

Des Moines, Iowa 50319-0114

email: reconsiderationrequest@dhs.state.ia.us

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

2.27 Definition of Contract.

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

2.28 Choice of Law and Forum.

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

2.29 Restrictions on Gifts and Activities.

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

2.30 Exclusivity.

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

2.31 No Minimum Guaranteed.

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

2.32 Use of Subcontractors.

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

2.33 Bidder Continuing Disclosure Requirement.

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

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

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

3.1 Bid Proposal Formatting.

| **Subject**  | **Specifications** |
| --- | --- |
| **Paper Size** | 8.5" x 11" paper (one side only). Charts or graphs may be provided on legal-sized paper. |
| **Font** | Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial.  |
| **Page Limit** | Pages included in Proposal Tab 3 and any attachments the Bidder creates in a “Tab 3 Attachments” section is limited to 200 pages. See Section 3.2 for further information about Tab 3 Attachments. |
| **Pagination** | All pages in Proposal Tabs 1-5 are to be sequentially numbered from beginning to end (do not number these Proposal sections independently of each other). The contents in Proposal Tab 6 may be numbered independently of other sections. |
| **Bid Proposal General Composition** | * Bid Proposals shall be divided into two parts: Technical Proposal and Cost Proposal.
* Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc.
* Bid Proposals must be bound and use tabs to label sections.
 |
| **Envelope Contents and Labeling**  | * Envelopes shall be addressed to the Issuing Officer.
* The envelope containing the original Bid Proposal shall be labeled “original.” The Technical and Cost Proposal must be packaged separately.
 |
| **Number of Hard Copies** | Submit one (1) original hard copy of the Proposal (separate Technical and Cost proposals). The original hard copy must contain original signatures.  |
| **USB Flash Drive** | * The Technical Proposal and Cost Proposal must be provided on separate USB flash drives. Bidders shall submit 3 flash drives, each with a copy identical to the content of the original hard copy of the Technical Proposal and 3 flash drives of the Cost Proposal, each with a copy identical to the content of the original hard copy of the Cost Proposal.
* The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.
 |
| **Request for Confidential Treatment** | Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:* The Bidder will complete the appropriate section of the Primary Bidder Detail Form & Certificationwhich requires the specific statutory citation supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public.
* The Bidder shall submit one complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a “public copy” and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential.
* The Cost Proposal will be part of the ultimate contract entered into with the successful Bidder. Pricing information may not be designated as confidential material. However, Cost Proposal supporting materials may be marked confidential if consistent with applicable law.
* The transmittal letter may not be marked confidential.
* The Bidder shall submit a USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This USB flash drive shall be clearly marked as a “public copy”.
* The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.
 |
| **Exceptions to RFP/Contract Language** | If the Bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail & Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.The Agency reserves the right to either execute a contract without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.  |

3.2 Contents and Organization of Technical Proposal.

This section describes the information that must be in the 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.

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

The Agency is requesting the following information in addition to the contents immediately above.
• Work plan
• Project timeline
• Sample reports/deliverables

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:

1. Project title;
2. Project role (primary contractor or subcontractor);
3. Name of client agency or business;
4. General description of the scope of work;
5. Start and end dates of contract for services as originally entered into between the parties;
6. If the contract was terminated for any reason before completion of all obligations under the contract provisions, detail the reason(s) for the termination;
7. Contract value;
8. Whether the services were provided timely and within budget;
9. Any damages, penalties, disincentives assessed, or payments withheld, or anything of value traded or given up by the Bidder that were valued at or above $500,000. Include the estimated cost assessed against the Bidder for the incident with the details of the occurrence;
10. List administrative or regulatory proceedings or adjudicated matters related to this service to which the Bidder has been a party;
11. Whether the Bidder has been debarred or suspended from federally-funded healthcare programs by any state or the federal government; and
12. 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
* Oneshowing 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 %age 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:

* Release of Information Form
* Primary Bidder Detail & Certification Form
* Subcontractor Disclosure Form (one for each proposed subcontractor)
* Certification and Disclosure Regarding Lobbying

**3.2.7 Reserved. (Financial Statements)**

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 $10,000,000.00 for the entire term of the contract, including any contract extension years.

**Content and Format.**

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

The bidder’s Cost Proposal shall be submitted using the pricing worksheet set forth in Attachment F 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:

|  |  |  |  |
| --- | --- | --- | --- |
| **Technical Proposal Components** | **Weight** | **Score (0-4)** | **Potential Maximum Points** |
| 1.3.1.1 General Requirements, A-C | **15** |  | **60** |
| 1.3.1.2 Operations A | **50** |  | **200** |
| 1.3.1.2 Operations, B & C | **20** |  | **80** |
| 1.3.1.2 Operations D | **50** |  | **200** |
| 1.3.1.2 Operations E  | **50** |  | **200** |
| 1.3.1.2 Operations F | **50** |  | **200** |
| 1.3.1.3 Planning, A & B  | **25** |  | **100** |
| 1.3.1.4 Reporting. A-D | **20** |  | **80** |
| 1.3.1.4 Reporting. E | **20** |  | **80** |
| 1.3.1.4 Reporting. F | **20** |  | **80** |
| 1.3.1.4 Reporting. G | **20** |  | **80** |
| 1.3.1.5 Technical assistance and implementation support plan | **15** |  | **60** |
| 1.3.1.2.8 Technical assistance and implementation support | **50** |  | **200** |
| 3.2.3 Information bidders must submit specific to this RFP | **15** |  | **60** |
| 3.2.4 Bidder’s experience   | **15** |  | **60** |
| 3.2.5 Personnel  | **15** |  | **60** |
| Total Score | **1800** |
|
|

**Scoring of Presentation**

The Agency will hold oral presentations for all Bidders. Oral presentations will take place virtually through an agency provided platform, at a date and time to be established by the Agency in the Procurement Timetable on page two. Bidders are required to have all designated key personnel participate. The determination order and schedule for the presentations is at the sole discretion of the Agency.  Bidders will be asked to provide an online, real-time demonstration and to address topics specified by the Evaluation Committee and/or the Agency. The presentation shall not materially change the information contained in the bid proposal. Oral Presentations will be evaluated and scored using pre-defined criteria set forth below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Presentation Proposal Components** | **Weight** | **Score (0-4)** | **Potential Maximum Points**  |
| Introduction of all key personnel with explanation of roles and relative experience.  | **15** |  | **60** |
| Process for developing, implementing and managing the project work plan and keeping the project on track. | **25** |  | **100** |
| Experience on completing system wide evaluations. | **15** |  | **60** |
| Vendors proposed approach to system wide evaluation. | **25** |  | **100** |
| Experience on technical support through implementation. | **10** |  | **40** |
| Vendors proposed approach to technical assistance through implementation. | **25** |  | **100** |
| Total Score | **460** |

**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: 740**

**Total Points Possible for Technical, Presentation, and Cost Proposals: 3000**

4.4 Recommendation of the Evaluation Committee.

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

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

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

**PRIMARY BIDDER CERTIFICATIONS**

1. **BID PROPOSAL CERTIFICATIONS. By signing below, Bidder certifies that:**
	1. Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail & Certification Form. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal. The Bidder accepts and shall comply with all Contract Terms and Conditions contained in the Sample Contract without change except as set forth in the Contract;
	2. Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein;
	3. Bidder has received any amendments to this RFP issued by the Agency;
	4. No cost or pricing information has been included in the Bidder’s Technical Proposal;
	5. If Bidder requests confidential treatment of any information submitted in its Proposal, the Bidder expressly acknowledges and agrees that the Agency’s evaluation document(s) may reference information of which the Bidder requested confidential treatment in the Bid Proposal. These Agency evaluation documents may then be in the public domain and be open to inspection by interested parties upon the Agency’s issuance of a Notice of Intent to Award. The Agency will not redact information or references to information in evaluation documents even in instances which a Bidder requested confidential treatment in the Bid Proposal; and,
	6. The person signing this Bid Proposal certifies that he/she is the person in the Bidder’s organization responsible for, or authorized to make decisions regarding the prices quoted and, Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier.
2. **SERVICE AND REGISTRATION CERTIFICATIONS. By signing below, Bidder certifies that:**
	1. Bidder certifies that the Bidder’s organization has sufficient personnel and resources available to provide all services proposed by the Bid Proposal, and such resources will be available on the date the RFP states services are to begin. Bidder guarantees personnel proposed to provide services will be the personnel providing the services unless prior approval is received from the Agency to substitute staff;
	2. Bidder certifies that if the Bidder is awarded the contract and plans to utilize subcontractors at any point to perform any obligations under the contract, the Bidder will (1) notify the Agency in writing prior to use of the subcontractor, and (2) apply all restrictions, obligations, and responsibilities of the resulting contract between the Agency and contractor to the subcontractors through a subcontract. The contractor will remain responsible for all Deliverables provided under this contract;
	3. Bidder either is currently registered to do business in Iowa or agrees to register if Bidder is awarded a Contract pursuant to this RFP;
	4. Bidder certifies it is either: 1) registered or will become registered with the Iowa Department of Revenue to collect and remit Iowa sales and use taxes as required by Iowa Code chapter 423; or 2) not a “retailer” of a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Bidder also acknowledges that the Agency may declare the Bid Proposal void if the above certification is false. Bidders may register with the Department of Revenue online at: <http://www.state.ia.us/tax/business/business.html>; and,

2.5 Bidder certifies it will comply with Davis-Bacon requirements if applicable to the resulting contract.

1. **EXECUTION.**

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

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

# Attachment C: Subcontractor Disclosure Form

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

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

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

By signing below, Subcontractor agrees to the following:

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

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

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

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

# Attachment D: Additional Certifications

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

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

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

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

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

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Bidder shall provide immediate written notice to the person to whom this Bid Proposal is submitted if at any time the Bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The Bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.
5. The Bidder further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
	1. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND/OR VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**
9. The Bidder certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
10. Where the Bidder is unable to certify to any of the statements in this certification, such Bidder shall attach an explanation to this Proposal.
	1. **CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994**

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

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

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

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

(1) the dangers of drug abuse in the workplace;

(2) the person’s policy of maintaining a drug- free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon employees for drug abuse violations;

1. making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (a);
2. notifying the employee in the statement required by subparagraph (a), that as a condition of employment on such contract, the employee will:

(1) abide by the terms of the statement; and

(2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

1. notifying the contracting agency within 10 days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
2. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and
3. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f).
4. **Requirement for Individuals.** If the Bidder is an individual, by signing and submitting this Bid Proposal the Bidder agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.
5. **Notification Requirement.** The Bidder shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):
6. take appropriate personnel action against such employee up to and including termination; or
7. require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
	1. **NON-DISCRIMINATION**

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

# Attachment E: Certification and Disclosure Regarding Lobbying Attachment

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

**Instructions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Attachment F. Cost Proposal**

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#

# 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 #** |
| MED-22-011 | *{To be completed when contract is drafted.}* |

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

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

|  |
| --- |
| **Agency of the State (hereafter “Agency”)** |
| **Name/Principal Address of Agency:**  Iowa Department of Human Services1305 E. WalnutDes Moines, IA 50319-0114 | **Agency Billing Contact Name / Address:***{To be completed when contract is drafted.}* |
| **Agency Contract Manager (hereafter “Contract Manager” ) /Address (“Notice Address”):** *{To be completed when contract is drafted.}* | **Agency Contract Owner (hereafter “Contract Owner”) / Address:** *{To be completed when contract is drafted.}* |

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

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

|  |  |
| --- | --- |
| **Start Date:** *{To be completed when contract is drafted.}* | **End Date of Base Term of Contract:** **End Date of Contract:** *{To be completed when contract is drafted.}* |
| **Possible Extension(s):**  *{To be completed when contract is drafted.}* |
| **Contract Contingent on Approval of Another Agency:** No | **ISPO Number:** 22-20 |
| **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 or designee will:
• Verify Invoices and supporting documentation itemizing work performed prior to payment of the Invoice;
• Determine compliance with general contract terms, conditions, and requirements; and
• Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:
o The Agency’s representative will perform, at a minimum, monthly desk monitoring of Deliverables, reports, and results to determine the success of the Contractor.
o The Agency’s representative will sign off on completed Scope of Work items, provide feedback on progress and determine if other measures are required to ensure achievement of items approved and documented.

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

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

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

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

**1.3.4.6 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.

***1.4 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 AggregateProduct/CompletedOperations AggregatePersonal InjuryEach Occurrence | $2 Million$1 Million$1 Million$1 Million |
| Automobile Liability (including any auto, hired autos, and non-owned autos) | Combined Single Limit | $1 Million |
| Excess Liability, Umbrella Form | Each OccurrenceAggregate | $1 Million$1 Million |
| Workers’ Compensation and Employer Liability | As required by Iowa law | As Required by Iowa law |
| Property Damage | Each OccurrenceAggregate | $1 Million$1 Million |
| Professional Liability | Each OccurrenceAggregate | $2 Million$2 Million |

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

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

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

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

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

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

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

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

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

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

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

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

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

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