



REQUEST FOR PROPOSAL (RFP)

Public Assistance Eligibility Business Process Redesign ACFS 22-002

Redlined Version with First Amendment Incorporated
December 30, 2020

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RFP Purpose.

The purpose of the RFP is to solicit proposals that will enable the Department of Human Services (Agency) to select the most qualified contractor to provide consulting services for business process redesign regarding public assistance eligibility. The contractor will thoroughly assess Iowa's current public assistance determination process and identify strategies to reduce Food Assistance (FA) payment errors and increase efficiency across all Agency-issued public assistance programs.

Duration of Contract.

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

Procurement Timetable

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

Event	Date
Agency Issues RFP Notice to Targeted Small Business Website (48 hours):	November 20, 2020
Agency Issues RFP to Bid Opportunities Website	November 23, 2020
Bidder's Conference Will Be Held on the Following Date and Time	December 16, 2020 1:00 p.m.
Bidder Letter of Intent to Bid Due By	December 18, 2020 1:00 p.m.
Bidder Written Questions Due By	December 21, 2020 3:00 p.m.
Agency Responses to Questions Issued By	January 5, 2021
Agency Responses to Questions Issued By	January 11, 2021
Bidder Proposals and any Amendments to Proposals Due By	January 27, 2021 3:00 p.m.
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	March 31, 2021
Contract Negotiations and Execution of the Contract Completed	May 31, 2021
Anticipated Start Date for the Provision of Services	July 1, 2021

Section 1 Background and Scope of Work

1.1 Background.

The Agency has been sanctioned, for the second consecutive year, by the Food and Nutrition Service (FNS) for having a Food Assistance (FA) payment error rate above the national tolerance level. The Agency has opted to reinvest a portion of the sanction amount into approved error reduction strategies as an alternative to paying the full sanction amount.

In addition to an in-depth evaluation and redesign of the Food Assistance eligibility process, the Agency seeks to incorporate similar updates to all public assistance programs to achieve greater staff efficiency, faster eligibility determinations for applicants, and a higher degree of accuracy.

The Agency seeks to procure the external expertise of a contractor that will implement business process redesign to the statewide public assistance eligibility process in two phases: the first phase shall accomplish a timely, measurable reduction in the FA error rate; the second phase will implement these programmatic and systematic changes in remaining public assistance programs including Family Investment Program (FIP), Medicaid, and Child Care Assistance (CCA).

Iowa's Current Eligibility Process

Public assistance eligibility determination is completed by Income Maintenance Workers (IMWs), who work out of five geographic areas across the state. These workers determine eligibility for the Family Investment Program (FIP), the Food Assistance Program (FA) and Medicaid. There are specialized IMWs in a sixth service area who perform three functions for the entire state. The IM Customer Service Center (IMCSC) receives reported changes from clients and determines ongoing eligibility, for most programs, based on the change. The Centralized Facility Eligibility Unit (CFEU) determines eligibility for all nursing facility and hospital related Medicaid. The Child Care Assistance Eligibility Unit (CCEAU) determines eligibility for the Child Care Assistance Program.

IMWs interact with various systems for eligibility determinations. There is a mainframe legacy system, IABC, which is used when determining eligibility for FIP and FA as well as some Medicaid coverage groups. The ELIAS system is a client server application that is used for determining eligibility for most Medicaid coverage groups. WISE is another client server application used in the process and includes issuance of alerts, entry and storage of narrative. Kindertrack is the system used by IMs who determine eligibility for Child Care Assistance.

Except for the Child Care Assistance Eligibility unit, which uses paper files, IMWs operate with electronic casefiles so any IMW in the state can access a casefile from any location. As a result, an IMW may complete work without regard of their office location or the client's address. As applications are submitted and placed in a central electronic queue, it is distributed to the five service areas for local assignment based on individual service area work flows and staffing configurations.

There are many variables that impact the Agency's ability to achieve standardization, be efficient, and provide a consistent applicant experience without regard to geographic location, including:

- Each service area is managed independently.
- The five geographic service areas are partially fiscally supported by the counties they serve and the counties are then reimbursed through a cost allocation process; not all are supported equally.
- Each county has a different and independent phone system.
- Specific IMW program assignments vary across service areas where some are generic and others specialized; some IMWs work in all systems while others do not.
- Each service area follows different work distribution practices.
- The majority of IMW staff are now working from home due to the pandemic.

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.

“Applicant” means an individual in the process of applying for one of the public assistance programs administered by the Department of Human Services who has not yet been approved or received benefits. (Refer to “Recipient”)

“Business Process Redesign” means the process of enhancing organizational performance by improving the efficiency, effectiveness and adaptability of key business processes.

“Error Rate” means the percentage of errors found in the Food Assistance Quality Control review process; the acceptable percentage threshold is determined by Federal Quality Control. (Refer to “Quality Control”)

“Food Assistance” means Iowa’s federal Supplemental Nutrition Assistance Program.

“Income Maintenance” means all public assistance programs in the State of Iowa.

“Income Maintenance Business Team” means an Agency leadership team who represent Iowa Medicaid Enterprise, ACFS, Field Operations, and Division of Information Technology.

“Recipient” means an individual who has applied for and has been approved for one or more public assistance programs administered by the Department of Human Services. (Refer to “Applicant”)

“Quality Control” means the process for the Food Assistance program identified in federal regulations of the USDA Food and Nutrition Service at 7 C.F.R. §§ 275.10-275.14 that determines the accuracy of eligibility and benefit determinations. (Refer to attachments H and I for additional information.)

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following services:

1. The Contractor shall work with a team of Agency staff who represent the Adult, Children, and Family Services Division (ACFS), Field Operations Division, Division of Information Technology (DoIT), and the Director's administrative team (Project Managers) to serve as the Implementation Team. The Implementation Team will be the primary subject matter experts to support the Contractor in execution of contract deliverables. Responsibilities of the Contractor in regard to the Implementation Team include the following:
 - a. Contractor shall schedule, conduct, and document a virtual introductory meeting on an Agency-approved platform within the first 21 days of contract execution to discuss, at a minimum:
 - i. Communication strategies between Contractor and Implementation Team;
 - ii. Contract goals, project plan, and timeline; and,
 - iii. Roles and responsibilities of the Implementation Team and Contractor personnel for the duration of the contract.
 - b. Contractor shall provide subject matter expertise and training to Implementation Team pertaining to roll-out of Business Process Redesign (BPR) within the first 21 days of contract execution.
 - c. Contractor shall schedule and conduct bimonthly meetings on an Agency-approved virtual platform with the Implementation Team to provide work status updates.
 - d. Contractor shall document bimonthly meeting notes and provide these to all members of the Implementation Team and Contract Manager within seven days following each meeting.
2. The Contractor shall perform an in-depth analysis of the current public assistance eligibility process and form an evaluation of findings within six weeks of Contract execution.
 - a. Contractor's analysis of current business process shall include no less than the last two years of QC findings, which shall include federal data summary reports.
 - b. Contractor shall identify and separate FA-related findings within the evaluation intended to address root causes of FA Error Rate, to be made available to FNS or other federal agencies as needed.
 - c. Contractor shall include relevant expertise and supported research within the field of BPR to supplement internal findings.
 - d. Contractor shall address the following areas as part of the BPR analysis (at a minimum):
 - i. The life cycle of a case from the moment an application is received by the Agency through processing, changes, and recertification;
 - ii. Staff training requirements and content;
 - iii. Timeliness of each stage in a case from the applicant and staff experience;
 - iv. Comparison of policies and practices implemented before and after the Error Rate reached unacceptable levels, and whether changes resulted in the increased rate;
 - v. Eligibility determination training plans at all levels within the Agency;
 - vi. Cultural and environmental scan to determine local (field) staff engagement;
 - vii. Validation of applicant data;
 - viii. Asset testing and verification activities;
 - ix. Documentation and/or communication between staff (both peer-to-peer and supervisory); and,
 - x. Applicant experience and satisfaction as a result of the eligibility process.
3. The Contractor shall develop and present a BPR Action Plan within twelve (12) weeks of Contract execution in accordance with the analysis findings under 1.3.1(2) for Agency approval. Within two weeks of receipt of feedback from the Agency, the Contractor shall submit the final report. Requirements for this Deliverable include the following, at a minimum:
 - a. Contractor shall facilitate a series of meetings in an Agency-approved virtual platform with the Implementation Team to solicit and incorporate Agency feedback in the development process of the Action Plan prior to final recommendation meeting; the Contractor shall vet various options with the Implementation Team to consider benefits, challenges, and risk mitigation strategies.

- b. Contractor shall include external stakeholders as appropriate in the BPR Action Plan development process.
 - c. Contractor shall present the final recommendations in a BPR Action Plan to the Implementation Team, Income Maintenance Business Team (IMBT), and select Agency leadership for final approval within the designated time frame. Final recommendations in the BPR Action Plan shall include the following items (at a minimum):
 - i. Service delivery models;
 - ii. Process mapping;
 - iii. Strategic planning involving administrative/supervisory staff;
 - iv. Staff training needs, with an emphasis on sustainability and future replication;
 - v. Timeline and objectives for implementation of business process redesign strategies, which prioritizes FA strategies;
 - vi. Engagement surveys from field staff and public assistance recipients;
 - vii. Implementation rollout tasks for each division and/or service area;
 - viii. Actions to obtain or maintain compliance with FNS National Accuracy Clearinghouse (NAC) final rules within 30 days of their release;
 - ix. Recommendations for improved efficiency in asset verification and data validation; and,
 - x. Detailed timeline and specify areas of immediate attention, which shall include actions specific to the FA program designed to decrease error rate to an acceptable standard (at or below 6.3 percent).
4. Following the Agency's acceptance of the BPR Action Plan, the Contractor shall lead and implement changes to the existing public assistance eligibility process. During the implementation period, Contractor's shall:
- a. Schedule and conduct meetings to occur twice per month during the implementation period of the contract.
 - b. Include detailed plans to obtain buy-in from local offices and field staff throughout the redesign process/implementation period.
 - c. Conduct needs assessments through asset mapping, concerns and needs surveys, focus group interviews, public issues forums, or other strategies as appropriate to ensure a process for addressing gaps between current and desired conditions.
 - d. Develop a training plan and materials for use by IM Support and Training staff in the Field Operations Division to conduct updates, make changes to content/curriculum as needed to support BPR Action Plan goals.
 - e. Complete reports to FNS and other federal agencies as needed, including but not limited to the USDA FNS QC New Investment Plan Progress Report (OMB Control No. 0584-0303).
 - f. Distribute monthly progress reports which address each item in the Action Plan and the timeline status via email correspondence to the Contract Manager and Implementation Team by the 10th day of the following month, with the first progress report due the month following Contract execution.
5. The Contractor shall develop and conduct post-implementation reviews, assessments, and consultation with Agency staff to address the outcome of business process redesign and future needs by the last month of the initial Contract period. Should the Contract be extended beyond the initial year, the Contractor shall provide quarterly updates to the post-implementation reviews, assessments, and consultation.
- a. As part of Contract close-out process, Contractor shall present to the Implementation Team a monitoring plan to assess BPR efficacy on a quarterly basis.

1.4 Performance Measures.

- 1. The Agency will observe a decrease in the FA Error Rate that places the Agency within an acceptable range of 6.3 percent or less by the completion of the base term of the Contract (12 months following Contract execution).
- 2. The Agency shall remain within the acceptable range (at or below 6.3 percent) in the subsequent fiscal years of Contract execution, to be monitored on an annual basis.

- a. The Contractor will be eligible to receive two additional performance-based payments if the Agency receives an acceptable FA Error Rate in the second fiscal year and third fiscal year following the initial Contract period. Each 12-month term will be measured independently at the 24 and 36 month period, at which point the Agency will disburse payment as described in Section 1.6.1.
3. The Agency-approved BPR Action Plan as specified in 1.3.1(3), including all timeframes, shall be adhered to no less than 98 percent of the time.
4. The Contract Manager shall receive monthly progress reports as specified in 1.3.1(4)(f) by the 10th day of the following month.
5. Contractor shall meet all deadlines specified in Section 1.3.1.
6. Contractor shall produce accurate, completed drafts of federal reports for Agency approval no less than ten (10) days prior to submission due dates.

1.5 Agency Monitoring Clause.

The Contract Manager or Agency designee will:

1. Respond to questions from the Contractor;
2. Resolve any disputes between the Agency and the Contractor to the extent possible and document issues if they occur;
3. Verify Invoices and supporting documentation itemizing work performed prior to payment;
4. Review data regarding Contractor performance to make a recommendation to the Contract Owner regarding contract renewal and any necessary contract amendments;
5. Determine compliance with general contract terms, conditions, and requirements;
6. Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:
 - a. Contractor's monthly progress reports described, to be submitted by the 10th of each month detailing the previous month's Contract activities and BPR Action Plan status;
 - b. Adherence to project timeline established in the BPR Action Plan, described in Section 1.3.1(3)(c);
 - c. Monthly monitoring of the Food Assistance Error Rate compared to the acceptable rate established in Contract performance measures;
 - d. Review of Quality Assurance measures
7. Develop a semi-annual Contract Compliance Review Report for review by the Contract Owner and Implementation Team to monitor Contractor performance. At a minimum, the report will summarize information on each Deliverable to include:
 - a. FA Error Rate monthly trends during contract implementation period;
 - b. The Contractor's performance on the BPR Action Plan;
 - c. Timeline monitoring; and,
 - d. Any issues that arise between the Agency and Contractor.

1.6 Contract Payment Methodology.

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:

Payment is dependent upon successful completion and Agency acceptance of the following payment milestones. The total value of the contract shall not exceed \$2,000,000.00 over the life of the contract, which includes all potential incentive-based payments as described in section 1.6.1. 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 in addition to the monthly progress reports referenced in 1.3.1(4). Contractor shall invoice the Agency on the state approved form within thirty (30) calendar days of Agency acceptance of each of the following completed milestones:

1. Conduct initial Implementation Team Meeting, facilitate training and subject matter (BPR) education, and document topics described in sections 1.3.1(1)(a) and (b).
2. Conduct a current process Analysis as described in section 1.3.1(2)
3. Develop and present BPR Action Plan and obtain Agency approval as described in section 1.3.1(3).
4. Complete all BPR Action Plan implementation activities as described in section 1.3.1(4); Contractor may submit invoices to the Contract Manager in 6 month intervals with their progress report to request compensation. Contractor must demonstrate progress or successful completion of deliverables in accordance with the timeline established in the Agency-approved BPR Action Plan.
5. Develop and conduct post-implementation reviews and assessments as described in section 1.3.1(5).

The contractor shall be paid an amount not to exceed \$1,820,000.00 for completion of these deliverables, as outlined in the payment schedule below. The amount invoiced for the Implementation Period of the BPR Action Plan (Milestone 4) must be evenly distributed over 6 month intervals through the life of the Contract. The number of payments is dependent upon on the length of the Bidder's proposed timeline identified in the BPR Action Plan. This information shall be reflected in Tab 2 of Attachment F, Cost Proposal.

Milestone Payment Schedule	Deliverable Timeframe Requirements	Percent of Contract Value minus Incentive Payment	Maximum allotment not to exceed:
1. Conduct initial Implementation Team Meeting, facilitate training and subject matter education as needed, and document topics described in sections 1.3.1.1(a) and (b).	Within 21 days of Contract execution	5%	\$91,000.00
2. Conduct a current process Analysis as described in section 1.3.1.2.	Within 6 weeks of Contract execution	20%	\$364,000.00
3. Develop and present BPR Action Plan and obtain Agency approval as described in section 1.3.1.3.	Within 12 weeks of Contract execution	20%	\$364,000.00
4. Complete BPR Action Plan activities described in section 1.3.1.4; Contractor shall divide payments into equal installments to be issued every six (6) months, beginning with initiation of work for this milestone through the contract end date.	Pending Bidder's Proposed Timeline: 12 weeks through Contract completion	40%	\$728,000.00
5. Develop and conduct post-implementation reviews and assessments as described in section 1.3.1.5.	Within the last month of Contract completion	15%	\$273,000.00
<i>Costs for achieving Milestone deliverables shall not exceed this amount:</i>			\$1,820,000.00

1.6.1 Performance-Based Payment.

The Contractor may also receive a performance-based payment of up to nine (9) percent of the maximum contract value (\$2,000,000.00) for achieving targets set forth in section 1.4, Performance Measures. Performance-based pay is contingent upon results achieved and are disbursed after Agency review and Acceptance. The amount reserved for Performance-Based Payments (\$180,000.00) may only be disbursed upon Contractor's successful achievement of the following measures:

1. **Performance Measure Section 1.4.1.** Agency achieves an acceptable FA Error Rate (at or below 6.3 percent): By the 12th month of contract performance, if the Agency achieves an error rate at or below 6.3

percent, the Agency will compensate the Contractor a one-time payment of three (3) percent of the total Contract value.

2. **Performance Measure Section 1.4.2.** Agency achieves an acceptable FA Error Rate (at or below 6.3 percent) for the second and third fiscal years of the Contract: If the Agency achieves an acceptable error rate in the second and third fiscal years following Contract Execution, the Contractor will be eligible to receive an additional three (3) percent of the total contract value at 24 and another (3) percent at 36 months.

These payments shall not be included in the Bidder’s Cost Proposal for meeting Milestone deliverables. Should the Contractor establish a timeline in which the Deliverables are met without utilizing the optional two year extension periods, Contractor remains eligible to receive Performance-Based Payment for ensuring the Agency in achieving an acceptable FA Error Rate. If the Contractor achieves the Performance Measurements as described in sections 1.4.1 and 1.4.2, the schedule for Performance-Based Payments shall be as follows:

Contract Fiscal Year	Date Range	Performance-Based Payment Amount
Year 1	7/1/21-6/30/22	\$60,000
Year 2	7/1/22-6/30/23	\$60,000
Year 3	7/1/23-6/30/24	\$60,000
Total Funds Available:		\$180,000

In order to claim and receive any portion of the incentive payment, the Contractor must provide evidence of successful achievement of the associated criteria within the monthly reporting submitted to and reviewed by the Agency during the operational period of this Contract. Thereafter, the Department will conduct measurement and determine if post-Contract performance metrics have been met. Determination of whether performance measures have been met is strictly and solely at the discretion of the Agency.

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:

Paige Buchanan
Hoover State Office Building, 5th Floor
1305 E Walnut St.
Des Moines, IA 50319
Phone: 515-281-5487
pbuchan@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 Reserved. (Online Resources)

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 call on the specified date and time, dial the following number (866) 685-1580 number and use the following conference code when prompted by the system: 917-713-189 conference code.

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 Reserved. (Presentations)

2.24 Notice of Intent to Award.

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

2.25 Acceptance Period.

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

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

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

Bureau Chief
c/o Bureau of Service Contract Support
Department of Human Services
Hoover State Office Building, 1st Floor
1305 E. Walnut Street
Des Moines, Iowa 50319-0114
email: reconsiderationrequest@dhs.state.ia.us

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 Bid Proposal 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 50 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	<ul style="list-style-type: none"> • Bid Proposals shall be divided into two parts: Technical Proposal and Cost Proposal. • Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. • Bid Proposals must be bound and use tabs to label sections.
Envelope Contents and Labeling	<ul style="list-style-type: none"> • Envelopes shall be addressed to the Issuing Officer. • The envelope containing the original Bid Proposal shall be labeled "original." The Technical and Cost Proposal must be packaged separately.
Number of Hard Copies	Submit one (1) original hard copy of the Proposal (separate Technical and Cost proposals). The original hard copy must contain original signatures.
USB Flash Drive	<ul style="list-style-type: none"> • The Technical Proposal and Cost Proposal must be provided on separate USB flash drives. Bidders shall submit six (6) flash drives, each with a copy identical to the content of the original hard copy of the Technical Proposal and two (2) copies of the Cost Proposal with a copy identical to the content of the original hard copy of the Cost Proposal. • The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.
Request for Confidential Treatment	<p>Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:</p> <ul style="list-style-type: none"> • The Bidder will complete the appropriate section of the Primary Bidder Detail Form & Certification which requires the specific statutory citation supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public. • The Bidder shall submit one complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a "public copy" and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall 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

Subject	Specifications
	<p>confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential.</p> <ul style="list-style-type: none"> • The Cost Proposal will be part of the ultimate contract entered into with the successful Bidder. Pricing information may not be designated as confidential material. However, Cost Proposal supporting materials may be marked confidential if consistent with applicable law. • The transmittal letter may not be marked confidential. • The Bidder shall submit a USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This USB flash drive shall be clearly marked as a “public copy”. • The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.
Exceptions to RFP/Contract Language	<p>If the Bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail & Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.</p> <p>The Agency reserves the right to either execute a contract without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.</p>

3.2 Contents and Organization of Technical Proposal.

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

3.2.1 Information to Include Behind Tab 1:

Transmittal Letter.

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

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

The Bid Proposal must contain a table of contents.

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

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

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

Note:

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

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

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

The Agency is requesting the following information in addition to the contents immediately above:

Project Plan

Bidder shall include a draft project plan which includes a projected timeline and communication plan to demonstrate the bidder's understanding of the BPR and implementation process. Please include details such as staffing needs, resource allocation, and tasks to be completed within specific phases in the timeline.

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

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

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

For each similar service, provide a matrix detailing:

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

3.2.4.3 Letters of reference from three (3) of the Bidder's previous clients knowledgeable of the Bidder's performance in providing services similar to those sought in this RFP, including a contact person, telephone number, and email address for each reference. It is preferred that letters of reference are provided for services that were procured in a competitive environment. Form letters of reference that do not elaborate on the Bidder's

performance under the specific relationships addressed in the reference letter may negatively impact the Bidder's evaluation/score. Persons who are currently employed by the Agency are not eligible to be references.

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

3.2.5 Information to Include Behind Tab 5: Personnel.

The Bidder shall provide the following information regarding personnel:

3.2.5.1 Tables of Organization.

Illustrate the lines of authority in two tables:

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

3.2.5.2 Names and Credentials of Key Corporate Personnel.

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

3.2.5.3 Information About Project Manager and Key Project Personnel.

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

3.2.5.4 Disclosures.

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

3.2.6 Information to Include Behind Tab 6: RFP Forms.

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

- 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 \$1,820,000.00 for the entire term of the contract, including any contract extension years.

Content and Format.

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:

<u>Technical Proposal Components</u>	<u>Weight</u>	<u>Score (0-4)</u>	<u>Potential Maximum Points</u>
<u>BIDDER'S APPROACH TO MEETING DELIVERABLES</u>			
Deliverable 1: Working with the Agency/Implementation Team, Section 1.3.1.1	20		80
Deliverable 2: BPR Analysis Process Plan, Section 1.3.1.2	30		120
Ability to identify causes of FA Error Rate, Section 1.3.1.2(b)	50		200
Deliverable 3: BPR Action Plan Development, Section 1.3.1.3	50		200
Deliverable 4: Project Plan Implementation Phase Approach, Section 1.3.1.4	50		200
Deliverable 5: Post-Implementation Plan, Section 1.3.1.5	50		200
<u>PROJECT PLAN</u>			
Project Timeline, Section 3.2.3.1	25		100
Project Communication Plan, Section 3.2.3.1	25		100
Project Implementation Plan, Section 3.2.3.1	25		100
<u>EXPERIENCE</u>			
Level of Technical Experience in Providing the Types of Services Sought by the RFP, Section 3.2.4.1.	50		200
Description of All Services Similar to This RFP That Bidder Had Provided, Section 3.2.4.2.	50		200
Letters of Reference, Section 3.2.4.3, AND Description of Experience Managing Subcontractors, Section 3.2.4.4	50		200
<u>PERSONNEL</u>			
Level of Expertise-Personnel, Section 3.2.5.3	25		100

Scoring of Cost Proposal Pricing.

The scoring of Cost Proposals will be based solely on the total cost identified by the Bidder in Tab 1 of Attachment F, Cost Proposal. Information in Tab 2 will be used for Contract planning purposes and subject to Agency approval after announcement of the successful Bidder.

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: 200.

Total Points Possible for Technical and Cost Proposals: 2,200

4.4 Recommendation of the Evaluation Committee.

The evaluation committee shall present a final ranking and recommendation(s) to the Division Administrator of Adult, Children and Family Services for consideration. In making this recommendation, the committee is not bound by any scores or scoring system used to assist with initially determining the relative merits of each Bid Proposal. This recommendation may include, but is not limited to, the name of one or more Bidders recommended for selection or a recommendation that no Bidder be selected. The Division Administrator- Adult, Children and Family Services 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: <input type="checkbox"/> Bidder Does Not Request Confidential Treatment of Bid Proposal <input type="checkbox"/> Bidder Requests Confidential Treatment of Bid Proposal		
Location in Bid Proposal (Tab/Page)	Specific Grounds in Iowa Code Chapter 22 or Other Applicable Law Which Supports Treatment of the Information as Confidential	Justification of Why Information Should Be Kept in Confidence and Explanation of Why Disclosure Would Not Be in The Best Interest of the Public

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

PRIMARY BIDDER CERTIFICATIONS

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

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

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

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

3. EXECUTION.

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

Signature:	
Printed Name/Title:	
Date:	

Attachment C: Subcontractor Disclosure Form

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

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

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

By signing below, Subcontractor agrees to the following:

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

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

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

Signature for Subcontractor:	
Printed Name/Title:	
Date:	

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

1. CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

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

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

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

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

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

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

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

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

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

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

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

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

5. CERTIFICATION REGARDING DRUG FREE WORKPLACE

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

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

6. NON-DISCRIMINATION

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

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:	

Attachments Specific To This RFP

Attachment F- Cost Proposal

(See Bid Opportunities for fillable form to complete with Bid Proposal)

ACFS 22-002 ATTACHMENT F
Public Assistance Eligibility Business Process Redesign
Request for Proposal ACFS 22-002

Instructions to Bidders: When completing the Cost Proposal Form, Bidders should complete highlighted sections only.

Tab 1: Milestone Pricing Component - Provide a firm, fixed price for total cost of services in Table 1- Total. Cost proposals may not exceed \$1,820,000.00 for the life of the Contract, including any contract extension years. The form will automatically calculate the individual milestone payment amounts based on the identified allowable percentage payments for each component.

Tab 2: Annual Contract Budget - The total cost of services provided in Table 1- Total will populate automatically in Column I. Bidder shall calculate equal installments for Milestone 4 based on the anticipated length of the Contract Timeline. Enter the total allowable amount for Milestone 5 in the final 6-month period of the Contract, which shall also be determined by the Bidder's timeline and anticipated length of the Contract.

The scoring of Cost Proposals will be based solely on the total cost identified by the Bidder in Tab 1 of Attachment F, Cost Proposal. Information in Tab 2 will be used for Contract planning purposes and subject to Agency approval after announcement of the successful Bidder.

ACFS 22-002 ATTACHMENT F		
Milestone Pricing Component	% of Total Cost	Price
1. Conduct initial Implementation Team Meeting, facilitate training and subject matter education as needed, and document topics described in sections 1.3.1.1(a) and (b).	5.00%	0
2. Conduct a current process Analysis as described in section 1.3.1.2.	20.00%	0
3. Develop and present BPR Action Plan and obtain Agency approval as described in section 1.3.1.3.	20.00%	0
4. Complete BPR Action Plan activities described in section 1.3.1.4; Contractor may submit invoices in 6 month intervals for compensation. *This Milestone may be divided up to, but not exceed, six terms depending on the anticipated length of the Contract.	40.00%	0
5. Develop and conduct post-implementation reviews and assessments as described in section 1.3.1.5.	15.00%	0
Table 1 Total:		0

**** NO PART OF THE COST PROPOSAL MAY BE MARKED CONFIDENTIAL ****

ACFS 22-002 ATTACHMENT F							
Public Assistance Eligibility Business Process Redesign							
Request for Proposal ACFS 22-002							
NOTE: Cumulative Total for Milestone 4 (located in Column I, Row 11) must be equally distributed throughout the number of terms in which the Bidder anticipates these activities will occur.							
Enter the total amount for Milestone 5 only in the anticipated final term of the Contract. Bidder should only complete highlighted rows.							
Milestone Pricing Component	CONTRACT TERM						GRAND TOTAL:
	Year 1 (Base Contract Year)		Year 2 (Extension 1)		Year 3 (Extension 2)		
	7/1/21-12/31/21	1/1/22-6/30/22	7/1/22-12/31/22	1/1/23-6/30/23	7/1/23-12/31/23	1/1/24-6/30/24	
1. Conduct initial Implementation Team Meeting, facilitate training and subject matter education as needed, and document topics described in sections 1.3.1(1)(a) and (b).	\$0.00						\$0.00
2. Conduct a current process Analysis as described in section 1.3.1(2).	\$0.00						\$0.00
3. Develop and present BPR Action Plan and obtain Agency approval as described in section 1.3.1(3).	\$0.00						\$0.00
4. Complete BPR Action Plan activities described in section 1.3.1(4) (Contractor shall divide payments into equal installments to be issued every six months, beginning with initiation of work for this milestone through the contract end date.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. Develop and conduct post-implementation reviews and assessments as described in section 1.3.1(5).		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FISCAL YEAR TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
If the following cell is highlighted red or does not equal the Grand Total from Table 1- Tab 1, please review calculations.						Total of all terms:	\$0.00

Attachment G: Sample Contract

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

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

CONTRACT DECLARATIONS AND EXECUTION

RFP #	Contract #
22-002	<i>{To be completed when contract is drafted.}</i>

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

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

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

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

Contract Information	
Start Date: <i>{To be completed when contract is drafted.}</i>	End Date of Base Term of Contract: End Date of Contract: <i>{To be completed when contract is drafted.}</i>
Possible Extension(s): <i>{To be completed when contract is drafted.}</i>	
Contract Contingent on Approval of Another Agency: No	ISPO Number: ISPO 21-50
Contract Include Sharing SSA Data? Yes	DoIT Number: N/A

Contract Execution

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

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

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

{To be completed when contract is drafted.}

1.2 Contract Purpose.

{To be completed when contract is drafted.}

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

{To be completed when contract is drafted.}

1.3.2 Performance Measures.

{To be completed when contract is drafted.}

1.3.3 Monitoring, Review, and Problem Reporting.

1.3.3.1 Agency Monitoring Clause.

The Contract Manager or Agency designee will:

1. Respond to questions from the Contractor;
2. Resolve any disputes between the Agency and the Contractor to the extent possible and document issues if they occur;
3. Verify Invoices and supporting documentation itemizing work performed prior to payment;
4. Review data regarding Contractor performance to make a recommendation to the Contract Owner regarding contract renewal and any necessary contract amendments;
5. Determine compliance with general contract terms, conditions, and requirements;
6. Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:
 - a. Contractor's monthly progress reports described, to be submitted by the 10th of each month detailing the previous month's Contract activities and BPR Action Plan status;
 - b. Adherence to project timeline established in the BPR Action Plan, described in Section 1.3.1(3)(c);
 - c. Monthly monitoring of the Food Assistance Error Rate compared to the acceptable rate established in Contract performance measures;
 - d. Review of Quality Assurance measures
7. Develop a semi-annual Contract Compliance Review Report for review by the Contract Owner and Implementation Team to monitor Contractor performance. At a minimum, the report will summarize information on each Deliverable to include:
 - a. FA Error Rate monthly trends during contract implementation period;
 - b. The Contractor's performance on the BPR Action Plan;
 - c. Timeline monitoring; and,
 - d. Any issues that arise between the Agency and Contractor.

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

The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person. During the review meetings, the parties will discuss the Deliverables that have been provided or are in

process under this Contract, achievement of the performance measures, and any concerns identified through the Agency's contract monitoring activities.

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

1.4 Insurance Coverage.

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

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

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

1.5.1 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:

<p>Contract Payments include Federal Funds? Yes <i>{The items below will be completed if the Contract includes Federal Funds}</i> The Contractor for federal reporting purposes under this Contract is a: <i>{To be completed when contract is drafted.}</i> Office of Child Support Enforcement (“OCSE”) Funded Percentage: <i>{To be completed when contract is drafted.}</i> Federal Funds Include Food and Nutrition Service (FNS) funds? <i>{To be completed when contract is drafted.}</i> DUNS #: <i>{To be completed when contract is drafted.}</i> The Name of the Pass-Through Entity: <i>{To be completed when contract is drafted.}</i> CFDA #: <i>{To be completed when contract is drafted.}</i> Grant Name: <i>{To be completed when contract is drafted.}</i> Federal Awarding Agency Name: <i>{To be completed when contract is drafted.}</i></p>	
<p>Contractor a Business Associate? Yes</p>	<p>Contractor a Qualified Service Organization? Yes</p>
<p>Contractor subject to Iowa Code Chapter 8F? Unknown</p>	<p>Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)? Yes</p>

Attachment H: USDA Fact Sheet: SNAP Payment Error Rate (2018)



United States Department of Agriculture

FACT SHEET: SNAP PAYMENT ERROR RATE

The Supplemental Nutrition Assistance Program (SNAP) quality control (QC) system measures payment error, or improper payments. Improper payments are overpayments and underpayments to SNAP participants that occur when the state:

- Certifies someone who is not eligible, or
- Calculates the benefit amount incorrectly such that the individual receives too much or too little benefits.

The QC system is **not** a measure of fraud.

THE SNAP QC PROCESS CONSISTS OF FOUR STEPS:

- 1 State Review:** Each month state agencies randomly select a sample of households participating in SNAP in their state—a total of about 50,000 cases nationwide a year—to confirm whether the household is eligible and received the correct amount of benefits. This review includes an interview and a detailed examination of household circumstances.
- 2 Federal Re-Reviews:** Federal SNAP staff select a sub-sample of each state's reviews—about 25,000 cases—for re-review to verify the accuracy of the states' findings.
- 3 Corrections:** Errors are corrected—overpayments must be paid back to the state and the state must reimburse participants for underpayments—so each household gets exactly the amount for which they were eligible.
- 4 Analysis:** Federal SNAP staff analyze the data, taking into consideration the size of a state's caseload and other variables, to establish national and state error rates.

DATA INTEGRITY

In 2014, USDA identified concerns with the quality of the data. USDA suspended error rate reporting for fiscal years (FY) 2015 and 2016 to complete a thorough review of quality control systems in all 50 states, D.C., Virgin Islands and Guam. Through that review, USDA found data integrity issues that required corrective action in 42 states.

USDA has developed new controls to prevent any recurrence of statistical bias in the QC system, including a new management evaluation process to examine state quality control procedures on a regular basis. USDA also required states to take corrective actions to address the root cause of their improper payment issues.

The FY2017 SNAP payment error rate of 6.3% percent, announced in June 2018, is the result of this improved reporting process. It is higher than the previous rate announced in 2015, but it is more accurate and will ensure decisions can be made based on sound data and taxpayer dollars are invested wisely.

USDA is committed to accuracy and transparency. We will continue to collaborate with our state and Congressional partners to identify ways to expand and improve integrity in the delivery of this and other critical nutrition assistance benefits.

USDA is an equal opportunity provider, employer, and lender.

June 2018

Attachment I: SNAP: Four Steps to Quality Control (2018)

United States Department of Agriculture

SNAP: Four Steps to Quality Control

“All those involved in nutrition assistance programs — at the federal, state and local level — are responsible for good stewardship of tax dollars.”

STATE REVIEW

1

- ▶ State agencies randomly select a sample of households participating in SNAP in their state each month—a total of about **50,000** cases nationwide each year.
- ▶ State agency staff interview participants and conduct a detailed examination of their household circumstances.
- ▶ This information is used to measure how accurately states determined the selected households' eligibility and benefit amounts.
- ▶ States calculate the number of errors - both overpayments and underpayments.

FEDERAL REVIEW

3

- ▶ USDA double checks the accuracy of approximately **25,000** of the cases reviewed by the states.
- ▶ USDA validates that the states' reviews were done properly and in line with policy.
- ▶ If a review is inaccurate, USDA changes the finding so it is correct or sends the case back to the state for further review. The goal is to get an accurate answer.

ANALYSIS

4

- ▶ USDA analyzes the data, taking into consideration the size of a state's caseload and other variables.
- ▶ Based on that analysis, USDA establishes national and state payment error rates.

CORRECTIONS

2

Errors are corrected. Overpayments must be paid back and underpayments are corrected, so each household gets exactly what it was eligible for.

Payment error rates are announced EVERY JUNE

THE SNAP PAYMENT ERROR RATE IS NOT A FRAUD RATE

The SNAP Payment Error Rate is a measure of how accurately states determine eligibility and benefit amounts.

Common reasons why errors occur include:

Incorrect amounts paid to an eligible client

Payments made to a client incorrectly determined as eligible

Payments for which insufficient or no documentation was found

Eliminating waste, fraud and abuse is a top USDA priority.
For more information on SNAP fraud, visit www.fns.usda.gov/snap/fraud.

USDA Food and Nutrition Service
October 2018
USDA is an equal opportunity provider, employer, and lender.