

REQUEST FOR PROPOSAL (RFP)

Asset Verification System

MED-26-002

Issuing Officer:
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RFP Purpose.

The Iowa Department of Health and Human Services (referred to hereafter as “Agency”) is seeking proposals from responsible Bidders that are experienced in working with Medicaid eligibility files, or the equivalent, and have the capability to provide implementation and operation services of an Asset Verification System (AVS). The AVS will identify assets held at various Financial Institutions (FIs) as well as real property assets held by Iowa Medicaid’s Aged, Blind, and Disabled applicants and beneficiaries.

This RFP is being issued pursuant to both federal and state requirements. Section 1940 of the Social Security Act (42 U.S.C. §1396w) requires all states to implement an electronic asset verification program for verifying disclosed and undisclosed assets for purposes of determining and re-determining Medicaid eligibility of Aged (age 65 or over), Blind, or Disabled individuals. Section 1903 [42 U.S.C. 1396b] H(109)i and ii is also referenced as a funding source and oversight.

Bidders shall propose a solution that uses Web-based techniques (Web-based user login, callable web-services to integrate with the Agency’s systems, and system-to-system login with pass-through security) to identify assets that might not otherwise be discovered through the eligibility-determination process. Qualified Bidders are to present the State with a proposal that includes the following:

1. Establishment of a robust network of Financial Institutions (FIs)
2. Ability to identify real property assets
3. Implementation and operation of an electronic AVS
4. Tracking and reporting of verification activity

Duration of Contract.

The Agency anticipates executing a contract that will have an initial 5-year contract term with the ability to extend the contract for five (5) additional 1-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): | June 25, 2024 |
| Agency Issues RFP to Bid Opportunities Website: | June 27, 2024 |
| Bidder Letter of Intent to Bid Due By: | July 15, 2024 @ 3:00 p.m. |
| First Round Bidder Written Questions Due By: | July 15, 2024 @ 3:00 p.m. |
| Agency Responses to First Round Bidder Questions Issued By: | July 22, 2024 |
| Second Round Bidder Written Questions Due By: | August 9, 2024 @ 3:00 p.m. |
| Agency Responses to Second Round Bidder Questions Issued By: | August 16, 2024 |
| Bidder Proposals and any Amendments to Proposals Due By: | September 30, 2024 @ 3:00 pm |
| Agency Announces Apparent Successful Bidder/Notice of Intent to Award: | November 30, 2024 |
| Contract Negotiations and Execution of the Contract Completed: | December 30, 2024 |
| Anticipated Start Date for the Provision of Services: | July 1, 2025 |

Section 1 Background and Scope of Work

1.1 Background.

The Agency first procured an AVS in 2016 through a competitive procurement. At that time, the only requirement for an AVS was Title VII, Section 7001(d) of Public Law 110-252 (Supplemental Appropriations Act 2008) Section 1940 of the Social Security Act. States were required to implement an electronic mechanism for verifying the assets of Aged, Blind, or Disabled applicants and beneficiaries of Medicaid. The purpose of this requirement was to streamline Medicaid determinations.

There are approximately 115,000 individuals in Iowa currently receiving services with about 20,000 annual applicants who are considered Aged, Blind, or Disabled and are not receiving Social Security Supplemental Insurance. In 2023, there was an average of 10,150 AVS verification requests per month made through the Iowa AVS for Medicaid eligibility determinations.

This RFP is requesting offers from responsible Bidders to implement, maintain, and operate a Web-based AVS that interfaces to Agency systems. The Centers for Medicare and Medicaid Services (CMS), the USDA Food and Nutrition Service (FNS), and the Agency will provide oversight of the AVS.

Agency Mission and Vision

Iowa Medicaid's Mission:

Iowa Medicaid is committed to ensuring that all members have equitable access to high quality services that promote dignity, barriers are removed to increase health engagement, and whole person health is improved across populations.

Iowa Medicaid's Vision:

Iowa Medicaid works diligently to operate a fiscally responsible and sustainable program that improves the lives of its members through effective internal and external collaboration, innovative solutions to identified challenges, and data driven program improvement.

1.2 RFP Definitions.

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 Iowa Health and Human Services (HHS).

"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 the RFP

"Aged, Blind, or Disabled" means an individual who is eligible for Medicaid due to being aged (age 65 or over), blind, or disabled and who is not an SSI recipient.

"Assets" means cash or other liquid resources or any real or personal property that is owned by an a person and is not legally restricted from using for support and maintenance, and that could be converted to cash to use for support and maintenance.

"Near Real-time" means a system response time of 0-2 minutes from the request sent by the Agency.

"Savings" means for the purpose of procurement, money saved due to the denial or closure of a Medicaid case solely due to the discovery of undisclosed assets that render the individual ineligible. The savings may only be calculated based on the period of time the undisclosed assets would render the individual ineligible.

"Secure Portal" means a Web-based application that meets the requirements outlined in [4.3.3 1.3.1.D](#).

"Web-based" means an external application that is accessed via a web browser over the internet. A Web-based application refers to any program that is accessed over a network connection using Secure Protocols (e.g., HTTPS, secure web Services, etc.) rather than existing within a device's memory. Web-based applications often run inside a web browser. Web-based applications also may be client-based, where a small part of the program is downloaded to a user's desktop, but processing is done over the internet on an external server.

"Security Incident" means is any event or situation involving the attempted or successful unauthorized access, use, disclosure, modification, destruction, or disruption of an electronic information asset, with the potential to compromise the confidentiality, availability, or integrity of Iowa's resources including, but not limited to electronic data, applications, services, networks, mobile phones, computers, and devices. This includes incidents of lost or stolen physical data and assets, and incidents of information spillage which occurs when classified data is spilled either onto an unclassified information system or to an information system with a lower level of classification or different security category. An information system incident is a significant information system disruption which currently or may in the future result in a mission critical business impact.

1.3 Scope of Work.

1.3.1 Deliverables

The Bidder shall provide the following:

1.3.1.1 General Obligations

A. Required Technical Obligations

1. The Bidder shall deliver an AVS that meets all of the federal and State requirements including, but not limited to:
 - a) All requirements of the Centers for Medicare/Medicaid Services
 - b) Title VII, Section 7001(d) of P.L.110 252 (supplemental Appropriations Act 2008) Section 1940 of the Social Security Act
 1. The AVS shall send and receive inquiries and verifications electronically with the FIs and the Agency.
 2. The AVS shall not be based on mailing or faxing paper-based requests.
 3. The AVS shall provide for both electronic submission of requests to FIs and the electronic receipt of responses from FIs.
2. Financial Accounts.
The Bidder shall deliver an AVS that has access to FIs. The list of FIs may include, but is not limited to, the following:
 - a) Checking account
 - b) Savings account
 - c) Investment accounts
 - d) Individual Retirement Accounts (IRAs)
 - e) Treasury notes
 - f) Annuities
 - g) Certificate of deposits (CDs).
 - h) Custodial accounts
 - i) Burial or funeral accounts
 - j) Money market accounts
 - k) Retirement plans
 - l) Rent securities

- m) Trusts
 - n) Life insurance cash values
 - o) Christmas club accounts
 - p) Direct Express accounts
 - q) Any other assets that may be held or managed by a FI
3. Look Back Review.
The Bidder shall deliver an AVS that:
- a) Looks at accounts going back for a period of sixty (60) months prior to the month of application.
 - b) Requests information concerning both open and closed accounts.
 - c) Determines if the client's name appeared on any account as a single or joint owner during the look-back period.
4. Verification Requests.
The Bidder shall deliver an AVS that:
- a) Allows for verification requests to be sent to FIs based on the applicant's declaration or the Agency's selection of possible banking activity.
 - b) Allows for verification requests to be sent to FI's other than those identified by the applicants and recipients based on, but not limited to the geographic proximity to the applicant's home address or residential history when it is determined by the Agency that the verification requests are needed to determine and re-determine the individual's eligibility.
 - c) Provides an option for the Agency staff to specify an FI.
5. Cross State Responses.
The Bidder shall deliver an AVS that provides for cross state responses to queries regarding assets to include FIs located outside of Iowa.
6. Reporting.
- a) The winning Bidder shall provide FI monthly documentary reports that include, at a minimum, the following information:
 - i. Transaction record
 - ii. AVS performance report
 - iii. AVS availability report
 - iv. FI network report
 - v. AVS customer service metrics
 - vi. High balance report
 - vii. Iowa inquiry list
 - b) The reports must contain information on all searches, even if no assets are found.
 - c) The Contractor shall collaborate with the Agency's contract manager or delegated Agency staff to correct any discrepancies between any of the Contractor's provided reports and the Agency's internal records prior to payment being issued.
 - d) Ad hoc reporting, upon Agency request.
7. Training and Support.
- a) The Contractor shall provide Agency approved training to both the Agency and FI staff.
 - b) The Contractor shall provide Agency approved customer support to both the Agency and FI staff.
 - c) The Contractor shall develop, implement, and adhere to an Agency approved training plan.

B. Network of Financial Institutions

1. FI Network
- a) The Bidder shall have an established network of geographically diverse FIs in Iowa that will participate in the AVS.

- b) The Bidder shall have an established network of geographically diverse FIs out-of-state that will participate in the AVS.
 - c) The Bidder shall maintain a letter of commitment from each FI that indicates the level of access and communication agreed to by the FI.
2. FI Recruiting
- a) The Bidder shall have an established system for recruiting FIs.
 - b) The Bidder shall establish and maintain a good working relationship with FI's and professional associations.
 - c) The bidder shall have innovative and creative strategies to recruit FI.

C. *Optional Technical Obligations*

1. Real Property Assets.
If available, the Bidder may deliver real property information through an AVS that has access to real property assets. The list of real property assets may include, but is not limited to, the following:
- a) Real-estate property
 - b) Motor Vehicle registration
 - c) Off-highway recreational vehicle registration including, but not limited to, motorcycles, snowmobiles, and all-terrain vehicles
 - d) Recreational vehicle registrations including, but not limited to, campers, motorhomes, campervans, and travel trailers
 - e) Watercraft information
 - f) Aircraft registration
2. Look Back Review.
If available, the Bidder may deliver real property information through an AVS that:
- a) Looks at real property information that may go back for a period of at least sixty (60) months prior to the month of application.
 - b) Determines if the client's name appeared on any real property as a single or joint owner during the look-back period.
3. Cross State Responses.
If available, the Bidder may deliver real property information through the AVS that provides for cross state responses to queries regarding assets to include real property assets located outside of Iowa.
4. Reporting.
- a) If real property information is available, the winning Bidder may provide real property monthly documentary reports that include, at a minimum, the following information:
 - 1. Information to identify the property including, but not limited to:
 - a. Address location
 - b. Plat or tax identification number assigned to the property
 - c. Governing jurisdiction where the title is held
 - 2. Assessed value of the property by the relevant taxing authority
 - 3. Name of the taxing authority
 - 4. Names of co-owners of the property
 - 5. Transaction history of the property that includes, but is not limited to:
 - a. Date of transaction
 - b. Price of transaction
 - c. Parties involved in transaction
 - d. Type of transaction
 - 6. Motor vehicle registration information
 - 7. Off highway recreational vehicle registration information

8. Recreational vehicle registration information
9. Watercraft registration information
10. Aircraft registration information
11. Requestor's username and ID
12. Requestor's supervisor name
13. Requestor's district office number
- b) If real property information is available, the reports must contain information on all searches, even if no assets are found.
- c) If real property information is available, the winning Bidder may collaborate with the Agency's contract manager or delegated Agency staff to correct any discrepancies between any of the Contractor's provided reports and the Agency's internal records prior to payment being issued.
- d) Ad hoc reporting, upon Agency request.
5. Training and Support.
 - a) If real property information is available, the winning Bidder may provide Agency approved training to both the Agency and Providers of real property staff.
 - b) If real property information is available, the winning Bidder may provide Agency approved customer support to both the Agency and Providers of real property staff.
 - c) If real property information is available, the winning Bidder may develop, implement, and adhere to an Agency approved training plan.

D. Security and System Requirements.

1. Security Requirements
 - a) The Bidder shall ensure the highest level of security as set forth by NIST 800-53 Rev 5.
 - b) The Bidder shall comply with all state and Agency privacy and security requirements notified to the Bidder in advance.
 - c) The Bidder shall comply with the Health Insurance Portability and Accountability Act (HIPAA) found at: <https://hhs.iowa.gov/hipaa> or such other terms and conditions as the parties may agree in writing if the Bidder is a Business Associate as defined by HIPAA.
 - d) The Bidder shall ensure that the system and Confidential Information is not accessed from outside the continental United States.
2. System Requirements.
 - a) The AVS shall meet at a minimum the following standards:
 - i. SAS 70
 - b) National Institute of Standards and Technology (NIST) 800-53 Rev 5 The Bidder shall assure seamless coordination between the Agency, the FIs, and other systems as necessary.
 - c) The Bidder shall establish and maintain back-up and recovery procedures to meet NIST standards.
 - d) The Bidder shall submit data file formats and data fields that will interface with Agency systems.
 - e) The Bidder shall encrypt data in transit and at rest. Encryption settings shall be set for the strongest encryption available.
 - f) The Bidder shall ensure access levels are set at least privilege.
 - g) The Bidder shall incorporate MFA and SSO at the state's direction.
 - h) The Bidder shall classify and label all data according to the agency's data classification and labeling policies.
 - i) The bidder shall ensure penetration testing and vulnerability testing is conducted prior to implementation and at a frequency as determined by the agency thereafter.

- j) The bidder shall ensure a process to report security incidents to the Agency within 72 hours.

E. Financial Statements.

The Contractor shall submit annually an electronic copy of the Contractor's current fiscal year audited financial statement from independent auditors. If the Contractor is not required to have audited financial statements, the Contractor shall submit CPA-prepared unaudited financial statements. The financial statement shall be submitted to the Agency contract manager no more than nine (9) months past the close of the Contractor's fiscal year.

1.3.1.2 Transition Phase

A. Planning

The Contractor shall develop and comply with project work plans, subject to Agency approval that include the following:

1. A transition plan detailing the Contractor's strategy to implement the staff, systems, and services contemplated by this contract.
2. A systems implementation plan detailing implementation, quality assurance, and testing activities related to the Contractor's system solutions.
3. An operations plan detailing the daily performance of all required activities by the Bidder, including required coordination and safeguards.
4. A reporting plan detailing requirements for submitting reports to the Agency. This plan shall be developed in consultation with the Agency. Reporting plan requirements include but are not limited to:
 - a. Use of standard naming conventions,
 - b. Templates for standardized reports that may be necessary to implement the project. The Contractor shall revise the report content as needed upon Agency request,
 - c. Detail of whom the reports should be delivered to for review and approval, as necessary, and
 - d. Frequency and due dates for reports.
5. A training plan detailing, at a minimum:
 - a. Training of FIs in system and operational procedures required to perform the Contractor's functions under the Contract,
 - b. Training of real property providers in system and operational procedures required to perform the Contractor's functions under the Contract,
 - c. Continuous standard operating procedures training process for Contractor staff. At a minimum, the winning Bidder shall train Contractor staff when:
 - d. New Contractor staff or replacement staff are hired,
 - e. New policies or procedures are implemented, and
 - f. Changes are made to any existing policies or procedures prior to the change's implementation if possible, and if not, concurrent with the change's implementation.
 - g. Training of Agency employees, as requested. Such training shall be at no additional cost to the Agency.

B. Operational Readiness

1. The Contractor shall prepare for the onset of operations in the existing Agency environment. This includes but is not limited to the following:
 - a. Review the turnover plan from the outgoing contractor.
 - b. Utilize the Agency's comprehensive operational readiness checklist of its start-up activities.
 - c. Develop and implement a corrective action plan for all outstanding activities for review and approval by the Agency.

- d. Conduct training for its staff.
 - e. Gather and document all Agency technical and operational requirements pertaining to work performed under this procurement.
 - f. Produce and update all operations documentation, to include SOPs, and obtain Agency approval of each iteration.
 - g. Establish Agency-approved interfaces, as necessary.
 - h. Provide the Agency assurance that all checklist activities have been satisfactorily completed and signed-off by the Agency.
 - i. Obtain written approval from the Agency to start operations.
 - j. Provide all documentation as required for approval of the Department of Management, Division of IT for the Assessment, Authorization and Monitoring Process. This includes a privacy impact analysis, system security plan, data flow diagrams, network diagrams, vendor assessment forms, PPSM and hardware/software/cloud list.
 - k. Provide a SOC 2 report to the Department of Management, DoIT, for review prior to implementation and annually thereafter.
2. The Contractor shall work proactively with the Agency and the outgoing Contractor to take over the management of any work that remains open when the outgoing contract ends on June 30, 2025.

1.3.1.3 Turnover Phase

Within this final phase of the Contract, the Contractor turns over operations to a new contractor near the end of the Contract term. This phase is activated when the Agency enters into a contract with a new entity (such as a newly awarded contractor) and begins the process of transferring responsibility for operations to that entity.

Once the turnover phase begins, the Contractor shall:

- A. Fully cooperate with the Agency and new entity.
- B. Develop and comply with a turnover plan detailing the activities necessary to transfer responsibility for operations to the new entity.

1.3.2 Performance Measures.

1.3.2.1 General Requirements

- A. The AVS shall provide an Agency approved response of the finding or non-finding of a match for one hundred percent (100%) of all requests.
- B. When a match is found with one or more FI, results shall be provided in an Agency approved format within ten (10) calendar days for ninety-eight percent (98%) of the requests.
- C. Contractor shall ensure that its Web-based verification system is accessible to the Agency twenty-four (24) hours per day, seven (7) calendar days per week and has an uptime of no less than ninety-eight percent (98%) as measured on a monthly basis.
- D. Contractor shall provide a minimum of forty-eight (48) hours written notice in advance of a planned outage where the system will be unavailable.
- E. Contractor shall provide a confirmation of any unplanned outage within one (1) hour of the system being unavailable.
- F. Contractor shall provide dates that assets were made available to applicants or members as of the first day of each month, before any other transaction.
- G. Reporting
 1. Contractor shall deliver accurate and timely reports to the Agency. All submitted reports shall be clear, concise, and objective, free from typographical errors, and come to logical conclusions.

2. Unless otherwise specified, the Contractor shall provide all identified reports in an Agency-approved format and in accordance with timeframes established in the Agency-approved reporting plan.
3. Contractor shall submit reports within the timeframes established in the Agency-approved reporting plan and according to the following schedule, unless otherwise specified within the Agency-approved reporting plan:
 - a. Weekly reports: within two business days of end of reporting period.
 - b. Monthly reports: within ten business days of end of reporting period.
 - c. Quarterly reports: within fifteen business days of end of reporting period.
 - d. Annual reports: within twenty business days of end of reporting period.
 - e. Ad hoc reports: within two business days of request, unless otherwise specified. The Contractor will track ad hoc requests with due date and delivery date, reporting with monthly reporting.
 - f. Reporting log: The Contractor will include the monthly report a list of regularly occurring and ad hoc reports including data on reports requested, reports completed, reports submitted, who reports were submitted to, and relevant dates.
 - g. Revised reports shall be submitted within five business days of request unless otherwise indicated by the Agency.

1.3.2.2 Transition

- A. The Contractor shall submit transition and operations plans to the Agency for approval within 15 business days of the execution of this procurement's contract, unless otherwise specified.
- B. The Contractor shall submit the reporting and training plans to the Agency for approval within 20 business days after the execution of this procurement's contract.

1.3.3 Contract Payment Methodology.

The Agency will pay Contractor on an agreed upon time frame for services provided pursuant to this Contract. The total cost of services, whether they are billed on a yearly flat-fee basis or a per-lookup basis, or another proposed methodology may not exceed a maximum allowable Contract value determined by State appropriation.

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:

Jennifer Zepeda
1305 E Walnut Street
Des Moines, IA 50319
RFPMED-26-002@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 Reserved. (Bidders' Conference)

2.7 Questions, Requests for Clarification, and Suggested Changes.

Bidders who have provided their intent to bid on the RFP are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (hereafter "Questions") 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.

The Agency will post responses to questions received on the State's website at: <http://bidopportunities.iowa.gov/> by the dates provided in the Procurement Timetable. Follow-up questions to initial responses are permissible as long as all questions are received by the final due date and time for Bidder Questions as 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).

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 correctable flaws. At the same time, it is important to maintain fairness to all Bidders in the procurement process. Therefore, the Agency reserves the discretion to permit cure of variances, waive variances, or disqualify Bid Proposals for reasons that include, but may not be limited to, the following:

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

The determination of whether or not to disqualify a proposal and not consider it for award of a contract for any of these reasons, or to waive or permit cure of variances in Bid Proposals, is at the sole discretion of the Agency. No Bidder shall obtain any right by virtue of the Agency's election to not exercise that discretion. In the event the Agency waives or permits cure of variances, such

waiver or cure will not modify the RFP specifications or excuse the Bidder from full compliance with RFP specifications or other contract requirements if the Bidder enters into a contract.

2.14 Bid Proposal Clarification Process.

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

2.15 Verification of Bid Proposal Contents.

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

2.16 Reference Checks.

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

2.17 Information from Other Sources.

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

2.18 Criminal History and Background Investigation.

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

2.19 Disposition of Bid Proposals.

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

2.20 Public Records and Request for Confidential Treatment.

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

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

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

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

2.21 Copyrights.

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

2.22 Release of Claims.

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

2.23 Reserved. (Presentations)

2.24 Notice of Intent to Award.

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

2.25 Acceptance Period.

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

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

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

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

The Agency must receive the written request for reconsideration within five calendar days of the date of either a disqualification notice or a notice of intent to award, exclusive of Saturdays, Sundays, and

legal state holidays. The written request may be emailed or delivered by postal service or other shipping service. Do not deliver any requests for reconsideration to the office in person. It is the Bidder's responsibility to ensure that the request for reconsideration is received prior to the deadline. Postmarking or submission to a shipping service by the due date shall not substitute for actual receipt of a request for reconsideration by the Agency.

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

2.27 Definition of Contract.

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

2.28 Choice of Law and Forum.

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

2.29 Restrictions on Gifts and Activities.

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

2.30 Exclusivity.

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

2.31 No Minimum Guaranteed.

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

2.32 Use of Subcontractors.

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

2.33 Bidder Continuing Disclosure Requirement.

To the extent that Bidders are required to report incidents when responding to this RFP related to damages, penalties, disincentives, administrative or regulatory proceedings, founded child or dependent adult abuse, or felony convictions, these matters are subject to continuing disclosure to the Agency. Incidents occurring after submission of a Bid Proposal, and with respect to the successful Bidder after the execution of a contract, shall be disclosed in a timely manner in a written statement to the Agency. For purposes of this subsection, timely means within thirty (30) calendar 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 2 flash drives, each with a copy identical to the content of the original hard copy of the Technical Proposal and 2 flash drives of the Cost Proposal, each with a copy identical to the content of the original hard copy of the Cost Proposal. • The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents. |
| Request for Confidential Treatment | <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 |

| Subject | Specifications |
|---|--|
| | <p>confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential.</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. |
| <p>Exceptions to RFP/Contract Language</p> | <p>If the Bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail & Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.</p> <p>The Agency reserves the right to either execute a contract without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.</p> |

3.2 Contents and Organization of Technical Proposal.

This section describes the information that must be in the Technical Proposal. Bid Proposals should be organized into sections **in the same order provided here**. 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 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 evaluated separately.

The Bidder shall also include the following documents:

3.2.3.1 Attachment G: List of Financial Institutions and Real Property Resources

A list of the FIs and real property asset resources that the Bidder connects with and receives data from shall be submitted using the workbook set forth in Attachment G of this RFP. Bidders should submit an Excel version of Attachment G.

- A. Bidders shall list the name of the entity in Column B.
- B. Bidders shall identify if the entities listed in Column B are an Iowa based entity by placing an X in column C or an out-of-state entity by placing an X in column D.

3.2.3.2 Attachment H: Bidder Proposal Form

The Bidder Proposal Form shall be submitted using the form set forth in Attachment H of this RFP.

- A. Bid Proposal Form and related exhibits or attachments shall not contain promotional or display materials unless specifically required.
- B. Bidder responses to questions should provide sufficient detail so that the Agency can understand and evaluate the Bidder's approach.
- C. 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.

3.2.3.3 Special Submissions

The Bidder should also provide behind Tab 3 draft project work plans detailing activities and timelines, that include:

- A. Transition Plan
- B. Systems Implementation Plan
- C. Operations Plan
- D. Reporting Plan

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

3.2.4.1 Technical Experience

State the level of technical experience by providing the types of services sought by the RFP.

3.2.4.2 Previous Experience

List 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

Provide 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 Subcontractor Management

Provide a 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:

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

3.2.5.2 Names and Credentials of Key Corporate Personnel.

- A. Include the names and credentials of the owners and executives of your organization and, if applicable, their roles on this project.
- B. Include names of the current board of directors, or names of all partners, as applicable.
- C. Include resumes for all key corporate, administrative, and supervisory personnel who will be involved in providing the services sought by this RFP.
 1. The resumes should include:

- a) Name,
 - b) Education,
 - c) Years of experience, and
 - d) Employment history, particularly as it relates to the scope of services specified herein.
2. Resumes shall not include social security numbers.

3.2.5.3 Information About Project Manager and Key Project Personnel.

- A. 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.
 1. The resumes shall include:
 - a) Name,
 - b) Education, and
 - c) Years of experience and employment history, particularly as it relates to the scope of services specified herein.
 - d) 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.
 2. Resumes should not include social security numbers.
- B. 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:

3.2.6.1 Attachment A: Release of Information Form

3.2.6.2 Attachment B: Primary Bidder Detail & Certification Form

3.2.6.3 Attachment C: Subcontractor Disclosure Form (one for each proposed subcontractor)

3.2.6.4 Attachment E: Certification and Disclosure Regarding Lobbying

3.2.7 Reserved (Financial Statements)

3.3 Cost Proposal.

3.3.1 Content and Format.

3.3.1.1 The Cost Proposal shall be submitted using the pricing workbook set forth in Attachment F located on the procurement website. The Bidder shall submit an Excel version of Attachment F.

3.3.1.2 The Bidder shall provide the following information in Attachment F: Cost Proposal:

- A. Cost proposals shall be based on anticipated usage of the AVS by the State of Iowa and reasonable savings due to the discovery of undisclosed countable assets. To assess this information, Bidders are encouraged to access the Agency developed dashboard that contains statistics including, but not limited to, Medicaid applications, Medicaid enrollments, and various Medicaid Member demographics. This dashboard shows the various Iowa

Medicaid related data that Bidders are able to access. The dashboard can be reviewed at https://hhs.iowa.gov/dashboard_welcome

- B. The Bidder's Cost Proposal shall include all charges of any kind associated with the services offered by the Bidder in order to meet all RFP requirements.
- C. The Agency will not be liable for any fees or charges for the goods and services offered by the Bidder that are not set forth in the Cost Proposal.

Section 4 Evaluation Of Bid Proposals

4.1 Introduction.

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

4.2 Evaluation Committee.

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

4.3 Proposal Scoring and Evaluation Criteria.

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

4.3.1 Scoring Guide.

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

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

4.3.2 Technical Proposal Components.

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

| Technical Proposal Components | Weight | Score (0-4) | Potential Maximum Points |
|---|---------------|--------------------|---------------------------------|
| Bidder's Approach to Meeting Deliverables ~ 60% | | | |
| General Obligations (Section 1.3.1.1(A,B,D,E)) | 120 | | 480 |
| Optional Information (Section 1.3.1.1(C)) | 30 | | 120 |
| Transition (Section 1.3.1.2) | 25 | | 100 |
| Turnover (Section 1.3.1.3) | 25 | | 100 |
| Attachment H: Bidder Proposal Form | | | |
| ➤ Question 1 | 50 | | 200 |
| ➤ Question 2 | 50 | | 200 |
| ➤ Question 3 | 50 | | 200 |
| ➤ Question 4 | 25 | | 100 |
| ➤ Question 5 | 25 | | 100 |
| ➤ Question 6 | 25 | | 100 |
| ➤ Question 7 | 25 | | 100 |
| ➤ Question 8 | 25 | | 100 |
| ➤ Question 9 | 25 | | 100 |
| Bidder's Background and Experience ~10% (Section 3.2.4) | 100 | | 400 |
| Personnel ~10% (Section 3.2.5) | 100 | | 400 |
| Total Potential Score | 700 | | 2800 |

4.3.3 Scoring of Cost Proposal Pricing.

Attachment F: Cost Proposal pricing will be the amount listed as the “Grand Total for the Entire Project”. 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 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:

$$\text{Weighted Cost Score} = (\text{price of lowest Cost Proposal} / \text{price of each higher priced Cost Proposal}) \times (\text{points assigned to pricing})$$

Total Points Assigned to Pricing: 800

Total Points Possible for Technical and Cost Proposals: 2800 + 800 = 3600

4.4 Recommendation of the Evaluation Committee.

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

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

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

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

Printed Name of Bidder Organization

Signature of Authorized Representative

Date

Printed Name

Attachment B: Primary Bidder Detail & Certification Form

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

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

| Request for Confidential Treatment (See Section 3.1) | | |
|---|---|--|
| Check Appropriate Box: <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 Non-procurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

5. CERTIFICATION REGARDING DRUG FREE WORKPLACE

1. **Requirements for Contractors Who are Not Individuals.** If the Bidder is not an individual, by signing and submitting this Bid Proposal the Bidder agrees to provide a drug-free workplace by:
 - a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - b. establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the person's policy of maintaining a drug-free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon employees for drug abuse violations;
 - c. making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (a);
 - d. notifying the employee in the statement required by subparagraph (a), that as a condition of employment on such contract, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 calendar days after such conviction;
 - e. notifying the contracting agency within 10 calendar 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 calendar 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: | |

Attachment F: Cost Proposal

Note: This page is a placeholder for Cost Proposal. Bidders must complete the Excel Workbook entitled Attachment F posted on the State's procurement website.

Attachment G: List of Financial and Real Property Resources

Note: This page is a placeholder for List of Financial and Real Property Contacts. Bidders must complete the Excel Workbook entitled Attachment G posted on the State's procurement website.

Attachment H: Bidder Proposal Form

Instructions

This document provides questions and prompts for the Bidder to provide additional detail that will help the Agency understand and evaluate the Bidder's approach.

Exhibits or attachments should be clearly labeled for ease of reference and provided as separate documents. Please see RFP Section 3.1 Bid Proposal Formatting for more information.

Throughout your response, please demonstrate why you are well suited to perform the services contemplated under this RFP, support Iowa's Medicaid strategic plan, and achieve the outcome and key objectives identified in the RFP Purpose section.

Notes:

- Bid Proposal Form and related exhibits or attachments shall not contain promotional or display materials unless specifically required.
- Bidder responses to questions should provide sufficient detail so that the Agency can understand and evaluate the Bidder's approach.
- 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.

Questions and Prompts

1. What steps do you take to make sure that you are always in compliance with state and federal requirements when handling data?

Bidder Response:

2. Describe how you maintain your solution, including but not limited to:
 - a. Frequency system updates are performed,
 - b. System modifications,
 - c. Upgrading the system,
 - d. Resolving errors,
 - e. Improvements to the software,
 - f. Increases to the system performance,
 - g. Adaptations to system regarding changes in conditions or environment.

Bidder Response:

3. Explain your approach to staffing up and retaining sufficient staff to meet the deliverables outlined in the scope of work throughout the life of this engagement.

Bidder Response:

4. Explain your approach to successful teaming with Medicaid state staff, other Medicaid business units, and external stakeholders such as providers to help the Agency meet its mission.

Bidder Response:

5. Describe your approach to obtaining information from Direct Express and other institutions that involve benefit cards. Please address what next steps take place when a request for information is sent and no response is received.

Bidder Response:

6. Explain if you plan to expand your current network of FIs, real property providers (if applicable as real property verification an optional item), and any other asset verification providers. If you do plan to expand this network, in detail, provide why and how you are planning to do this expansion.

Bidder Response:

7. Explain what steps you take when changes to the FIs or other entities in your network occur. These changes may include, but is not limited to, FI name changes and address changes.

Bidder Response:

8. One of Iowa Medicaid's strategic objectives is to modernize by integrating modern technology solutions. How do you propose staying aligned with Medicaid when interfacing and sharing data with Medicaid systems as they evolve and improve during the life of the contract?

Bidder Response:

9. Provide a timeline that details your AVS rollout and implementation plan.

Bidder Response:

Information Bidders Must Submit That is Specific to This RFP.

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

- Bid proposals shall include a list of FIs and relevant information using Attachment G – List of Financial Institutions and Real Property Resources

Attachment I: 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 Attachment F: Cost Proposal or any pricing quoted by the Bidder. See RFP Section 3.1 regarding Bidder exceptions to contract language.)

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

CONTRACT DECLARATIONS AND EXECUTION

| | |
|--------------|--|
| RFP # | Contract # |
| MED-26-002 | <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 Health and Human Services 1305 E. Walnut Des Moines, IA 50319-0114 | Agency Billing Contact Name / Address: <i>{To be completed when contract is drafted.}</i> |
| Agency Contract Manager (hereafter "Contract Manager") /Address ("Notice Address"): <i>{To be completed when contract is drafted.}</i> | Agency Contract Owner (hereafter "Contract Owner") / Address: <i>{To be completed when contract is drafted.}</i> |

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

| Contract Information | |
|---|--|
| Start Date: <i>{To be completed when contract is drafted.}</i> | End Date of Base Term of Contract: End Date of Contract: <i>{To be completed when contract is drafted.}</i> |
| Possible Extension(s): <i>{To be completed when contract is drafted.}</i> | |
| Contract Contingent on Approval of Another Agency: Yes Which Agency? Centers for Medicare and Medicaid Services | Data Sharing, Privacy and Open Records Number: |
| 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.

{To be completed when contract is drafted.}

1.3.3 Monitoring, Review, and Problem Reporting.

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

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

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

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

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

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

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

1.3.4 Contract Payment Clause.

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

{To be determined.}

1.3.4.2 Payment Methodology.

{To be completed when contract is drafted.}

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

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

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

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

1.3.4.6 Reimbursable Expenses. Unless otherwise agreed to by the parties in an amendment 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 Reserved. (Data and Security)
(To be completed when Contract is drafted.)

1.6 Reserved. (Labor Standards Provisions.)

1.7 Incorporation of General and Contingent Terms.

1.7.1 General Terms for Service Contracts (“Section 2”). The version of the General Terms for Services Contracts Section posted to the Agency’s website <https://hhs.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.

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

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

| | |
|---|---|
| Contract Payments include Federal Funds? Yes <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> UEI #: <i>{To be completed when contract is drafted.}</i> The Name of the Pass-Through Entity: <i>{To be completed when contract is drafted.}</i> ALN #: <i>{To be completed when contract is drafted.}</i> Grant Name: <i>{To be completed when contract is drafted.}</i> Federal Awarding Agency Name: <i>{To be completed when contract is drafted.}</i> | |
| Contractor a Business Associate? Yes | Contractor a Qualified Service Organization? No |
| Contractor subject to Iowa Code Chapter 8F? Yes | Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)? <i>{To be completed when contract is drafted.}</i> |