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REQUEST FOR PROPOSAL (RFP)

FIRST AMENDMENT INCORPORATED

Child Protective Services Assessment

ACFS 23-080

Paige Buchanan - Issuing Officer

1305 E. Walnut St.   
Hoover State Building, Floor 5  
Des Moines, IA 50319

Phone: 515-281-5487

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

# *RFP Purpose.*

The Iowa Department of Health and Human Services (DHHS) is soliciting proposals to select a Contractor to conduct a comprehensive assessment of DHHS’ child welfare practices and policies and how they impact outcomes for Iowa’s children and families. This assessment will focus on key performance areas including, but not limited to, workforce and workload, technology, organizational structure and practices, quality control and accountability, and shall result in the development of recommendations for agency improvement. The overarching goal of this assessment is to answer the question “are children and families better off because of DHHS intervention?” and identify areas where DHHS can improve in order to better serve children and families of Iowa.

# *Duration of Contract.*

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

# *Bidder Eligibility Requirements.*

All bidders shall have completed a similar assessment to that contemplated by this RFP within the past five (5) years. Please also see Transmittal Letter in Section 3.2.1.

# *RFP Outline.*

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| --- | --- | --- |
| **File** | **Section** | **Description** |
| RFP | Section 1 – Background and Scope of Work | Provides an overview of the RFP, general timelines for the process, and a summary of the products/services being solicited by the Agency via this RFP |
| Section 2 – Basic Information About the RFP Process | Provides an overview of the bidding process for this RFP |
| Section 3 – How to Submit a Bid Proposal: Format and Content Specifications | Provides instructions regarding the content and format of bid proposals for this RFP |
| Section 4 – Evaluation of Bid Proposals | Details how bid proposals will be evaluated for this RFP |
| Attachment A | Release of Information |
| Attachment B | Primary Bidder Detail Form and Certification |
| Attachment C | Subcontractor Disclosure Form |
| Attachment D | Additional Certifications |
| Attachment E | Certification and Disclosure Regarding Lobbying |
| Attachment F | Sample Contract |
| Attachment G | Letter of Intent to Bid Template | |
| Attachment H | Question and Answer Template | |
| Attachment I | Cost Proposal | |
| Attachment J | Technical Proposal Response Guide | |

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.

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| **Event** | **Date** |
| Agency Issues RFP Notice to Targeted Small Business Website (48 hours): | **August 10, 2022** |
| Agency Issues RFP to Bid Opportunities Website | **August 12, 2022** |
| Bidders’ Conference Will Be Held on the Following Date and Time:  [Zoom Meeting Access (click here)](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.zoomgov.com%2Fj%2F1616628253%3Fpwd%3DYjhjWjMrVmFKQU81U1lCWkNmZjk5dz09&amp;data=05%7C01%7Cpbuchan%40dhs.state.ia.us%7C8639a49f609146cf1c0908da758405fe%7C8d2c7b4d085a4617853638a76d19b0da%7C1%7C0%7C637951507157464801%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&amp;sdata=P8kW40ufWZnMU%2F6JibUm%2F%2FTQtYho5R12cRnT48TF33g%3D&amp;reserved=0)  Meeting ID: 161 662 8253  Passcode: 614750 | **August 26, 2022**  **1:00 p.m. CT** |
| Bidder Letter of Intent to Bid Due By | **August 26, 2022**  **3:00 p.m.** |
| Bidder Written Questions Due By | **August 29, 2022**  **3:00 p.m.** |
| Agency Responses to Questions Issued By | **September 2, 2022** |
| Agency Posts Scoring Guide and Technical Proposal Components | **September 2, 2022** |
| **Bidder Proposals and any Amendments to Proposals Due By** | **September 13, 2022**  **3:00 p.m.** |
| Bidder Presentations of Bid Proposals (*held at the discretion of the Agency*) | **October 4 - 5, 2022** |
| Agency Announces Apparent Successful Bidder/Notice of Intent to Award | **October 10, 2022** |
| Contract Negotiations and Execution of the Contract Completed | **November 11, 2022** |
| Anticipated Start Date for the Provision of Services | **November 15, 2022** |

Section 1 Background and Scope of Work

1.1 Background.

The Iowa Department of Health and Human Services (DHHS) is soliciting proposals to identify a Contractor to conduct a comprehensive assessment of DHHS’ child welfare practices and policies and how they impact outcomes for Iowa’s children and families. This assessment will focus on key performance areas such as workforce and workload, technology, organizational structure and practices, and quality control and accountability and result in the development of recommendations for agency improvement. The overarching goal of this assessment is to answer the question “Are children and families better off because of DHHS intervention?” and identify areas where DHHS is successful and areas where the program can be improved to better serve children and families.

The primary goal of DHHS’ Child Protective Services is to help ensure the safety, permanency, and well-being for children and families in Iowa. DHHS achieves this goal by offering a wide range of services to Iowa’s children and families, including the following service lines:

* Child Protective Assessments
* Family Centered Service
* Parent Partners
* Foster Care and Adoption
* Subsidized Guardianship Program
* Safe Haven
* Support and Community Planning
* Family Team Decision Making (FTDM) and Youth Team Decision Making (YTDM)
* Crisis Intervention, Stabilization and Reunification (CISR)
* Youth Services

1.1.1 Assessment BackgroundDHHS is seeking to procure a comprehensive assessment of its child welfare practices and policies with the goal of answering the question “Are children and families better off because of DHHS intervention?”

A successful program results in families and children who are engaged with services based on their needs. Program performance and meaningful engagement are then noted within several key performance measures. Families are healthier, safer, more successful in school and work, and are empowered within their communities.

This assessment will be conducted during a unique period in child welfare as federal funding and guidance shifts with states’ implementation of the Family First Prevention Services Act (FFPSA) and state child welfare agencies are managing rising costs and complexities to recruit and retain qualified employees. DHHS is recognized as a leader in FFPSA implementation and hopes to continue building upon strengths identified during this process. In addition to shifts in national child welfare trends, DHHS is in the process of implementing numerous changes that will impact the agency, including:

* The development of a Comprehensive Child Welfare Information System (CCWIS) which is currently scheduled to be implemented statewide by 2027
* The merging of the Iowa Department of Public Health and the Iowa Department of Human Services into one Department
* The implementation of a critical case review process, which requires a monthly independent review of complex child welfare cases

1.2 RFP General Definitions.

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

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

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

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

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

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

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

***1.3 Scope of Work.***

1.3.1 Deliverables,

***1.3.1.1 Assessment Topics***

The proposed Child Protective Services Assessment shall include deep analyses of the topics noted in this section. Iowa’s specific goals, organization, and populations should provide the foundation for the work. The assessment topics should include, but are not limited to, the following:

* Workforce and Workload: Case Lifecycle Analysis
  + Where are the opportunities to improve our practices within our staffing structure? How can we maximize our resources?  What is the right structure to balance the needs of the agency, the employees, and our clients? Key topics include, but are not limited to:
    - Case management roles and responsibilities
    - Caseload sizes and weighted caseloads
    - Analysis of workforce skills and specialization, including caseworker efficiency, effectiveness, preparation, and performance
    - Staffing levels and turnover
    - Assessment of regional service provision and geographic appropriateness
    - Maintenance of a stable workforce
    - How long should timeframes be for social workers to complete thorough assessments that support family functioning, instead of investigations?
* Policy and Practice Review
  + What are the root causes of issues within the system related to? Key topics include, but are not limited to:
    - Long-term stays in shelter care
    - Engaging caregivers in community-based, primary/secondary prevention programs
    - Thorough assessment of family functioning and needs during child abuse/family assessments after a case is accepted for intake
    - DHHS’ integration of policy and practice
    - How should medical screening standards be developed and incorporated into child abuse assessments?
    - Assess the need for developing specialized units
    - Review and analysis of key procedures, including but not limited to:
      * Supervisor oversight of cases
      * Key tasks and responsibilities of Child Protection Workers and Social Work Case Managers
      * Other key processes as requested by the Agency
* Quality and Accountability: Case Lifecycle Analysis
  + What structural issues within the system may cause poor outcomes for families? Key topics include, but are not limited to:
    - Provider Performance Assessment, including key data, oversight, fiscal management, and standards of practice
    - Program and Policy Implementation: Outcome measures
      * Current use, tracking, and performance of outcomes measures
      * Potential implementation of additional outcome measures (see Section 1.3.1.3 for more details)
    - Technical assistance to support critical case reading as a continuous quality improvement activity
* Technology and Data Integration
  + How can we measure our progress and impact and use data to inform our practice? Key topics include, but are not limited to:
    - Impact of the development of the Comprehensive Child Welfare Information System (CCWIS)
    - Syncing and building findings from the assessment to incorporate into the CCWIS design
    - Potential use of new and innovative technologies to improve service provision, including use of technologies in the field

The Contractor is encouraged to propose additional relevant assessment topics in their Bid Proposal. If during the course of the assessment the Contractor or Agency identifies additional assessment topics, the Contractor shall include those additional topic area(s) in the project scope, subject to Agency approval.

Note that throughout the assessment, stakeholder and data confidentiality must be maintained. Access to sensitive data shall be granted to the Contractor as needed. Failure by the Contractor to maintain confidentiality may result in termination of the Contract.

***1.3.1.2 Assessment Activities***

Throughout the course of the assessment, the Contractor is expected to utilize a variety of assessment activities to achieve the project goal. The proposed Child Protective Services Assessment activities may include, but are not limited to, the assessment activities outlined below. Please note that these activities are provided as examples and the Contractor is not limited to the components listed below.

* Interviews with internal and external stakeholders, including caregivers
* Focus Groups
* Review and/or Observation of Processes
* Individual Case Reviews
* Review of Existing Iowa DHHS Policies, Procedures, and Applicable Statutes
* Strength and Weakness Analyses
* Comparison to national standards and best practices
* Benchmark analyses of peer states

At a minimum, the proposed assessment activities should utilize a variety of qualitative and quantitative methods, including but not limited to:

* Engagement with both internal and external stakeholders
* Involvement of staff members at all organizational levels in the assessment process
* Review and analysis of key agency data

The Contractor shall conduct the assessment activities using a hybrid work model, which shall include both in-person and virtual work. Under this hybrid model, the Contractor is expected to conduct key aspects of the assessment in-person. These activities, at a minimum, include the kickoff meeting(s), key stakeholder interviews, observations of procedures, and the presentation of the Final Report of Findings and Recommendations. In-person meetings shall be conducted at the DHHS office or other location determined by the Agency. The Agency, in conjunction with the Contractor, may determine other in-person requirements as needed. Activities, as determined by the Contractor and the State, that do not require in-person work may be conducted virtually.

The Contractor may propose additional activities not included in this Statement of Work. The Agency encourages bidders to propose new and innovative assessment components. Further, if during the course of the assessment the Agency identifies additional necessary assessment activities, the Contractor shall include those additional activities in the project scope, subject to Agency approval.

***1.3.1.3 Assessment Outcomes***

The overarching goal of this assessment is to identify areas where DHHS is successful and areas where DHHS can improve to better serve children and families.

The main question to be answered by the assessment is: “Are children and families better off because of DHHS intervention?” The assessment should also answer these sub-questions:

* Where are the opportunities to improve our practices within our staffing structure?
* How can we maximize our resources?
* What is the right structure to balance the needs of the agency, the employees, and our clients?
* What are the root causes of issues within the system related to?
* What structural issues within the system may cause poor outcomes for families?
* How can we measure our progress and impact and use data to inform our practice?

In pursuit of the project’s aim, the Contractor shall be responsible for developing goals, outcome measures, and performance metrics to gauge agency success and subsequent impacts on the children and families that DHHS serves. The Contractor shall separate its proposed goals, outcomes measures, and performance metrics by the key assessment topics described in Section 1.3.1.1.

These goals, and their related quantifiable outcome measure(s) and performance metric(s), should be specific, measurable, achievable, relevant, and time-bound (SMART). For each goal, the Contractor shall develop corresponding outcome measure(s) that describe the desired outcome(s) and how those outcome(s) will help achieve the identified goal. In addition, for each outcome measure, the Contractor shall develop specific performance metric(s) that can be tracked in pursuit of the outcome(s) identified. Please see an example of the desired structure for Goals, Outcome Measures, and Key Performance Metrics below.

* Goal: Ensure the safety of children in out-of-home care
  + Outcome Measure: The number and percentage of substantiated abuse reports for children in out-of-home care, year over year
    - Key Performance Metric: Decrease the number of substantiated abuse reports by at least five percent (5%) within one (1) year for children in out-of-home care

In addition to analyzing the current performance of the agency compared to the agency’s goals, the Contractor shall compare agency performance to generally accepted national practice standards and peer benchmark states through the lens of outcome measures related to key performance areas. The Contractor is encouraged to develop and analyze additional outcome measures related to child safety, permanency, and overall agency performance. A sample of key outcome categories has been included below. Please note that this list is not exhaustive.

* Safety
* Placement Stability
* Permanency
* Workforce
* Out-of-Home Care

***1.3.1.4 Assessment Recommendations***

The Contractor shall develop recommendations for improvement that are based on the questions, assessment findings, research, data analysis, literature, direct feedback from Agency staff and stakeholders, and any other resources available to the Contractor.

Recommendations shall be developed in line with DHHS’ goals and vision, as outlined in Sections 1.1 and 1.1.1, drawing on national best practices and grounded in ensuring child safety, permanency, and well-being. The proposed recommendations shall include comprehensive takeaways from the assessment, with specific findings and recommendations separated by the key assessment topics described in Section 1.3.1.1. All research questions listed in Section 1.3.1.1 should be addressed. Please see Section 1.3.1.5.4 for specific information on the content requirements for the Final Report of Findings and Recommendations.

***1.3.1.5 Milestone Deliverables***

The Contractor shall be responsible for developing, submitting, receiving Agency approval, and adhering to the following milestone deliverables. All milestone deliverables shall be considered in draft form and confidential until the Final Report of Findings and Recommendations (Milestone Deliverable 4) is approved by DHHS.

**1.3.1.5.1 Final Project Strategic Plan and Roadmap (Milestone Deliverable 1)**

The Contractor shall develop a Preliminary Project Strategic Plan and Roadmap as part of their Technical Proposal (more instructions provided in Attachment J: Technical Proposal Response Guide) which shall be reviewed and approved by DHHS in accordance with Section 1.3.1.8.1.

The Final Project Strategic Plan and Roadmap shall be completed within the time frame outlined in Table 1 in Section 1.3.1.6. The Final Project Strategic Plan and Roadmap shall outline the Contractor’s strategy and processes for conducting the Child Protective Services Assessment, that the Contractor shall adhere to throughout the course of the Contract, and submitting all required milestone deliverables as described in Section 1.3.1.8. As part of this milestone deliverable, the Contractor shall develop a timeline detailing key steps in the project and responsible parties. See Section 1.3.1.8.1 for additional details, including the process for Agency approval.

**1.3.1.5.2 Preliminary Findings Progress Report (Milestone Deliverable 2)**

The Contractor shall develop a Preliminary Findings Progress Report and present those findings to DHHS for approval in accordance with the dates outlined in Section 1.3.1.6, Table 1. The Preliminary Findings Progress Report shall be developed after the initial data/information gathering phase (completion of interviews, review of documentations, etc.), and outline the Contractor’s progress towards completion of assessment activities and any key findings up to that point. The Contractor shall leverage the Preliminary Findings Progress Report to develop additional assessment activities, subject to approval by DHHS prior to implementation.

**1.3.1.5.3 Initial Report of Findings and Recommendations (Milestone Deliverable 3)**

The Contractor shall develop an Initial Report of Findings and Recommendations and present those findings and recommendations to DHHS for approval in accordance with the dates outlined in Section 1.3.1.6, Table 1. The Initial Report of Findings and Recommendations shall include, at minimum, the following:

* Summary of all assessment topics analyzed
* Summary of all assessment activities completed
* Summary of key findings and initial recommendations

Following the presentation of the Initial Report of Findings and Recommendations, DHHS will review this document and provide feedback to the Contractor. Based on that feedback, the Contractor shall develop recommendations for additional assessment activities to be included in the Final Project Strategic Plan and Roadmap for Agency approval, as necessary.

**1.3.1.5.4 Final Report of Findings and Recommendations (Milestone Deliverable 4)**

Based on the Final Findings identified through the assessment and Agency feedback on the Initial Report of Findings and Recommendations, the Contractor shall develop Final Recommendations for improvement for Agency approval in accordance with the dates outlined in Section 1.3.1.6, Table 1. The Final Report of Findings and Recommendations shall include comprehensive takeaways from the assessment, with specific findings and recommendations separated by the key assessment topics described in Section 1.3.1.1. The Contractor shall present the Final Report of Findings and Recommendations in-person. The Final Report of Findings and Recommendations shall include, at a minimum, the following:

* Final Report of Findings
  + Summary of DHHS feedback on the Initial Report of Findings and Recommendations
  + Summary of additional assessment activities completed to strengthen initial findings
  + Summary of additional key findings, including DHHS strengths
  + Fiscal impact of implementation of recommendations
* Final Recommendations (note that the items listed below must be included for each Final Recommendation)
  + Detailed list of individual recommendations, organized by relevant assessment topic(s) described in Section 1.3.1.1, including the following (note that the items listed below must be included for each Final Recommendation):
    - Rationale and evidence for recommendation
    - Potential goals/outcomes/performance metrics connected to each recommendation
    - Plan for tracking and reporting these goals, outcomes, and performance metrics
    - Implementation Plan, including, at minimum, the following:
      * Recommendation description
      * Implementation timeline
      * Tasks to be performed
      * Necessary resources for implementation
      * Risk and reward analysis
      * Estimated cost for implementation
      * Estimated return on investment (ROI)
  + Comprehensive Summary of Recommendations, including:
    - Alignment of recommendations to overall DHHS goals and mission
    - Overall fiscal impact analysis of recommendations
    - Impact and applicability of recommendations to CCWIS development, including proposed specific functionalities based on the assessment findings
    - Strategy and considerations for implementation of final recommendations, including prioritization of recommendations based on effort, impact, cost, implementation difficulty, feasibility, etc.
    - Current areas of strength for DHHS that should be continued and built upon

***1.3.1.6 Project Timeline***

DHHS has developed a high-level timeline for this project. As part of their bid response, Bidders are required to draft a Preliminary Project Strategic Plan and Roadmap that includes corresponding time frames and milestone deliverables. The Final Project Strategic Plan and Roadmap will be required after the Contract start date, for Agency approval, in the time frame outlined in Table 1. The Contractor should take into consideration that assessment activities and Agency Review and Feedback on the Initial Report of Findings and Recommendations will require extensive stakeholder engagement with both internal (field staff, Agency staff, etc.) and external actors (families involved with the child welfare system, adoptive parents, etc.). The time necessary for coordination of different stakeholder groups for both assessment activities and feedback loops should be accounted for in any proposed project work plan.

Table 1: High-Level Project Timeline

|  |  |
| --- | --- |
| **Project Task** | **Tentative Timeline** |
| Contract Start Date | November 15, 2022 |
| Final Agency approved Project Strategic Plan and Roadmap Due | November 22, 2022 |
| Assessment Activities | November 2022 to March 2023 |
| Preliminary Findings Progress Report | January 2023 |
| Initial Report of Findings and Recommendations Presented to Agency | April 2023 |
| Agency Review and Feedback on Initial Report of Findings and Recommendations | April 2023 to May 2023 |
| Additional Assessment Activities | May 2023 to July 2023 |
| Final Report of Findings and Recommendations Presented to Agency | August 2023 |

Please note that the timeline above is provided as a current estimate, but final dates will be determined by the Agency in collaboration with the Contractor, subject to final approval by the Agency, after Contract award.

***1.3.1.7 Implementation of Final Recommendations***

At the Agency’s option, the engagement may be extended for technical and project management assistance to support the implementation of recommendations based on the Agency approved Final Report of Findings and Recommendations. If the Contractor provides these implementation services, the Contractor shall propose a fixed price for the implementation phase based on the contracted hourly rates. The Agency reserves the right to negotiate and execute an additional Statement of Work to implement these recommendations, at the Agency's sole discretion.

***1.3.1.8 Project Management***

**1.3.1.8.1 Final Project Strategic Plan and Roadmap**

The Contractor shall schedule initial meetings with DHHS to discuss their Preliminary Project Strategic Plan and Roadmap, as well as the agency’s goals and reasons for conducting the Child Protective Services Assessment. Based on these discussions, the Contractor shall develop and adhere to a detailed Final Project Strategic Plan and Roadmap, which must be approved by the Agency. The Final Project Strategic Plan and Roadmap shall outline the Contractor’s strategy and processes for conducting the Child Protective Services Assessment and submitting all required milestone deliverables. The Final Project Strategic Plan and Roadmap shall be grounded in an understanding of Iowa’s specific goals, organization, and populations. Further, the Final Project Strategic Plan and Roadmap shall include, at a minimum, the following items:

* Assessment topics
* Assessment activities
* Stakeholder group(s) targeted for engagement

The Contractor shall work in collaboration with the Agency and submit an initial Final Project Strategic Plan and Roadmap within five (5) business days after the initial project kick-off meeting for the Agency’s approval. If necessary, the Contractor shall schedule follow-up meetings with the Agency before submitting a completed Final Project Strategic Plan and Roadmap by the date listed in Section 1.3.1.6, Table 1. The Final Project Strategic Plan and Roadmap shall be reviewed and updated monthly based on Agency feedback.

The Final Project Strategic Plan and Roadmap shall include all proposed and/or requested milestone deliverables, for approval by the Agency. The Final Project Strategic Plan and Roadmap shall outline the detailed timeline for each phase of the assessment, with estimated timing information for each assessment activity and any relevant milestone deliverable(s) to be completed during each step. The Final Strategic Plan and Roadmap shall include a breakout of the assessment activities that will be conducted in-person and the assessment activities that will be conducted virtually.

The Agency may consider changes to the Final Project Strategic Plan and Roadmap during the life of the Contract, if the Agency and/or the Contractor deems that changes are necessary. The Contractor may submit any requested changes to the Final Project Strategic Plan and Roadmap in writing to the Agency for the Agency’s consideration. The Agency reserves the sole right to approve or deny the Contractor’s request. If the Agency identifies necessary changes to the Final Project Strategic Plan and Roadmap, they will notify the Contractor in writing and request an updated Final Project Strategic Plan and Roadmap within five (5) business days of the Contractor’s receipt of the Agency’s requested change.

**1.3.1.8.2 Progress Tracking and Reporting**

The Contractor shall track assessment progress against the Final Project Strategic Plan and Roadmap. The Contractor shall update the Agency through Bi-Weekly Progress Reports, which shall include any potential barriers to completion of the assessment or specific phases in accordance with the timeline outlined in the Final Project Strategic Plan and Roadmap. The Contractor is expected to track any quantitative and qualitative data necessary to inform these Bi-Weekly Progress Reports.

***1.3.1.8.2.1 Bi-Weekly Progress Report***

The Contractor shall prepare a Bi-Weekly Progress Report and submit this report to DHHS every fourteen (14) calendar days. At a minimum, the report shall include:

* Description of assessment activities currently underway or completed
* Description of assessment topics currently being analyzed
* Additional assessment activities or topics to be included in the assessment, if applicable
* Progress towards assessment completion
* Barriers to assessment completion, if applicable
* Requested updates to the Final Project Strategic Plan and Roadmap, if applicable

**1.3.1.8.3 Meetings and Communication**

***1.3.1.8.3.1 Kickoff Meeting***

The Contractor shall facilitate an in-person kick-off meeting with DHHS within five (5) calendar days of the Contract start date (11/15/22), unless otherwise approved by the Agency. The Contractor shall prepare and provide a detailed agenda and meeting summary.

***1.3.1.8.3.2 Bi-Weekly Meetings***

The Contractor shall meet bi-weekly with DHHS, or as often as DHHS requests, to discuss progress, barriers, the Bi-Weekly Progress Report, and any other related issues proposed by DHHS or the Contractor. The Agency anticipates these meetings will be needed at a weekly cadence during the first months of the project. These meetings may be conducted virtually or in-person, as requested by the Agency.

***1.3.1.8.3.3 Ad-Hoc Meetings***

The Contractor shall meet with DHHS on an ad-hoc basis, as determined by the Agency. The Agency expects that meeting frequency may be higher during the initial project planning phase as well as before, during, and after completion of milestone deliverables. See Section 1.3.2 for details around Contractor performance and milestone deliverable review meetings. These meetings may be conducted virtually or in-person, as requested by the Agency.

***1.3.1.9 Staffing***

**1.3.1.9.1 Staffing Requirements**

The Contractor shall employ sufficient staff to conduct a comprehensive assessment of DHHS’ child welfare’s practices and policies and adhere to this Statement of Work. The Contractor shall assign qualified, productive, and professional staff members to work under this Contract. Contractor staff shall ensure all services are conducted with behavior and language that demonstrates respect for socio-cultural values, personal goals, and sexual/gender orientation. Contractor staff shall provide all services in a culturally-competent manner.

The Contractor shall submit a staffing plan with position qualifications and resumes. DHHS may conduct a monthly review of the Contractor’s staffing plan to determine whether any changes in the personnel or number of staff are required to complete the milestone deliverables and assessment. DHHS shall have final approval of any replacement personnel proposed at any time during the Contract.

At a minimum, the Contractor shall provide the following positions for this project:

* Project Director: Responsible for being the main point of contact with the Agency and ultimately responsible for the successful completion of the project.
* Project Manager: Responsible for overseeing day-to-day tasks of the project, ensuring timely and quality completion of milestone deliverables, and management of staff.
* Additional Support Staff: Responsible for supporting the Project Director and Project Manager in completion of day-to-day tasks and project activities.

All staff assigned by the Contractor shall perform the services mutually agreed upon by the parties under this Contract. The Contractor may not make any permanent or temporary changes to any staff positions without the Agency’s prior written approval, unless any staff member assigned to this Contract terminates employment with the Contractor. In which case, the Contractor shall promptly submit the resume and references for the proposed replacement within fifteen (15) business days and obtain Agency approval prior to the proposed replacement’s transition to the position. Resume(s) shall be submitted by the Contractor to Agency for review and approval. The review process and replacement of the position shall begin before the staff member departs, if possible.

During the Contract, the Agency shall have the right to require the Contractor to replace any individual assigned to the Contract should the Agency determine that the current holder of that position is unacceptable. Reasons for unacceptability include, but are not limited to, the inability of the individual to carry out work assignments or unsatisfactory job performance as determined by the Agency. The individual must be removed within ten (10) business days of the Agency’s request for removal and be replaced within fifteen (15) business days after the position is vacant, unless a longer period of time is approved by the Agency. The position shall be replaced with personnel of equal or greater experience and qualifications, subject to approval by the Agency, regardless of the reason for replacement. Resumes and references for the replacement of the position shall be submitted for Agency review and approval prior to the Contractor making a job offer and no later than fifteen (15) business days from notification of a resignation or request for removal or within a time frame agreed upon by the Agency.

The Agency expects that certain assessment activities may require that Contractor staff travel to different regions and/or counties in the Agency. The Contractor shall have sufficient staff available for statewide activities.

**1.3.1.9.2 Subcontractors**

The Contractor may engage subcontractors as necessary for the provision of assessment components and activities.

***1.3.1.10 Agency Responsibilities***

The Agency shall provide the following:

* Relevant data as allowed by federal and State data-sharing standards
* Current organizational structures and program delivery structures, including program guidelines, policies, and/or regulations
* Office space during in-person work and access to meeting accommodations at the Agency’s locations
* Access to Agency staff, when available, to conduct assessment activities
* Other assistance and information as reasonably requested and necessary to completion of deliverables as agreed by the Agency.

**1.3.2 Performance Measures**

The Contractor shall be responsible for tracking and meeting Contractor Performance Measures related to the Contractor’s assessment of DHHS’ child welfare practices and policies. The Contractor Performance Measures are listed below.

* Milestone Deliverable Performance Measures
  + Completeness of Milestone Deliverables
    - Each milestone deliverable includes the required content specified in the Contract and Agency-approved Final Project Strategic Plan and Roadmap
  + Timeliness of Milestone Deliverables
    - Each milestone deliverable shall have a corresponding submission deadline in the Agency-approved Final Project Strategic Plan and Roadmap. All milestone deliverables shall be submitted to DHHS by the deadline, unless an exception is granted in writing by DHHS
  + Quality of Milestone Deliverables
    - Each milestone deliverable shall be completed within a maximum of two (2) review cycles, unless an exception is granted in writing by DHHS.

Please see Section 1.3.3.1 for additional information on Payment Withholds related to the milestone deliverable Performance Measures. The milestone deliverable Performance Measures apply to the milestone deliverables listed below.

* Final Project Strategic Plan and Roadmap (Milestone Deliverable 1)
* Preliminary Findings Progress Report (Milestone Deliverable 2)
* Initial Report of Findings and Recommendations (Milestone Deliverable 3)
* Final Report of Findings and Recommendations (Milestone Deliverable 4)

The Contractor and the Agency shall schedule regular meetings to discuss Contractor’s performance. The Contractor is required to show satisfactory progress towards the completion of milestone deliverables. Scheduling of review meetings shall be agreed upon mutually between Contractor and the Agency.

**1.3.3 Payment Methodology**

The Agency shall pay the Contractor on a fixed-fee deliverable basis, per each milestone deliverable.

Payments for the following milestone deliverables will be made after the milestone deliverable is submitted, reviewed, and approved by DHHS:

* Final Project Strategic Plan and Roadmap (Milestone Deliverable 1)
* Preliminary Findings Progress Report (Milestone Deliverable 2)
* Initial Report of Findings and Recommendations (Milestone Deliverable 3)
* Final Report of Findings and Recommendations (Milestone Deliverable 4)

Pending adherence to the milestone deliverable Performance Measures (see Sections 1.3.2 above and 1.3.3.1 below), the Contractor shall invoice for each milestone deliverable as follows:

|  |  |  |
| --- | --- | --- |
| **Milestone Deliverable** | **Percent (%) of Total Contract Value** | **Milestone Deliverable Payment** |
| 1. Final Agency Approved Project Strategic Plan and Roadmap | 10% | *$TBD* |
| 2. Preliminary Findings Progress Report | 20% | *$TBD* |
| 3. Initial Report of Findings and Recommendations | 30% | *$TBD* |
| 4. Final Agency Approved Report of Findings and Recommendations | 40% | *$TBD* |
| **Total:** | **100%** | ***$TBD*** |

All milestone deliverables shall be invoiced after DHHS written acceptance of the milestone deliverable.

***1.3.3.1 Payment Withholds***

The Agency will evaluate each milestone deliverable according to the milestone deliverable Performance Measures outlined in Section 1.3.2.

* + - For each milestone deliverable, if the Agency provides written confirmation that the milestone deliverable Performance Measures have been met, the Contractor shall invoice for one hundred percent (100%) of the applicable milestone deliverable’s fee.
    - For each milestone deliverable, if the Agency determines there is noncompliance with any milestone deliverable Performance Measure, the Contractor shall invoice for ninety percent (90%) of the applicable milestone deliverable’s fee (the milestone deliverable’s fee minus the ten percent (10%) Payment Withhold).

***1.3.3.2 Earn Back Approach***

Upon Agency acceptance of the Final Report of Findings and Recommendations, the Contractor will have the opportunity to earn back any withheld amounts due to noncompliance with milestone deliverable Performance Measures for milestone deliverables 1 to 3 (the Final Project Strategic Plan and Roadmap, Preliminary Findings Progress Report, and Initial Report of Findings and Recommendations). In order to earn back the withheld amounts, the Contractor must meet all milestone deliverable Performance Measures for the fourth and final milestone deliverable (Final Report of Findings and Recommendations). Any non-compliance with milestone deliverable Performance Measures for the fourth and final milestone deliverable (Final Report of Findings and Recommendations) will result in previously withheld funds, as well as ten percent (10%) of the final milestone deliverable’s fee, being permanently withheld.

Section 2 Basic Information About the RFP Process

2.1 Issuing Officer.

The Issuing Officer is the sole point of contact regarding the RFP from the date of issuance until selection of the successful Bidder. The Issuing Officer for this RFP is:

Paige Buchanan

1305 E. Walnut St.   
Hoover State Building, Floor 5  
Des Moines, IA 50319

Phone: 515-281-5487

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

2.2 Restriction on Bidder Communication.

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

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

2.3 Downloading the RFP from the Internet.

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

2.4 Online Resources.

Resources related to this RFP are available at the following website: <https://bidopportunities.iowa.gov/>.

Materials available electronically include: <https://dhs.iowa.gov/child-welfare>

***2.5 Intent to Bid.***

The Agency requests that Bidders provide their Letter of Intent to Bid Template (Attachment G) 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 affirmative intent to bid. The Agency may cancel an RFP for lack of interest based on the number of letters of intent to bid received.

***2.6 Bidders’ Conference.***

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

2.7 Questions, Requests for Clarification, and Suggested Changes.

Prospective Bidders who have provided their affirmative intent to bid on the RFP are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (hereafter “Questions”) using the Question and Answer Template (Attachment H) 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 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 are 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. Bidders mailing Bid Proposals shall allow ample mail delivery time to ensure timely receipt of their Bid Proposals. It is the Bidder’s responsibility to ensure that the Bid Proposal is received prior to the deadline. Postmarking or submission to a courier by the due date shall not substitute for actual receipt of the Bid Proposal by the Agency.

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.

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

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

2.10 Withdrawal of Bid Proposal.

The Bidder may withdraw its Bid Proposal prior to the closing date for receipt of Bid Proposals by submitting a written request to withdraw signed by the Bidder, scanned, then emailed to the Issuing Officer. The Bidder should request confirmation of receipt of the email from the Issuing Officer to ensure delivery.

2.11 Costs of Preparing the Bid Proposal.

The costs of preparation and delivery of the Bid Proposal are solely the responsibility of the Bidder.

2.12 Rejection of Bid Proposals.

The Agency reserves the right to reject any or all Bid Proposals, in whole and in part, and to cancel this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award or enter into a contract.

2.13 Review of Bid Proposals.

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

2.13.1 Mandatory Requirements.

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

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

2.13.2 Reasons Proposals May be Disqualified.

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

* Bidder initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer (See RFP Section 2.2);
* Bidder fails to comply with the RFP’s formatting specifications so that the Bid Proposal cannot be fairly compared to other bids (See RFP Section 3.1);
* Bidder fails, in the Agency’s opinion, to include the content required for the RFP;
* Bidder fails to be fully responsive in the Bidder’s Approach to Meeting Deliverables Section, states an element of the Scope of Work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the Scope of Work specifications (See RFP Section 3.2.3);
* Bidder’s response materially changes Scope of Work specifications;
* Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.6);
* Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See RFP Section 3.1);
* Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7);
* 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; or
* Bidder is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code §12J.3. This list is maintained by the Iowa Public Employees’ Retirement System. The list is currently found here: <https://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 properly request confidential treatment of material pursuant to this section and the relevant law will be deemed, by the Agency and State personnel, as a waiver of any right to confidentiality that the Bidder may have had.

2.21 Copyrights.

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

2.22 Release of Claims.

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

2.23 Presentations.

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

2.24 Notice of Intent to Award.

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

2.25 Acceptance Period.

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

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

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

Bureau Chief

c/o Bureau of Service Contract Support

Department of Human Services

Hoover State Office Building, 1st Floor

1305 E. Walnut Street

Des Moines, Iowa 50319-0114

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

The Agency must receive the written request for reconsideration within five (5) days from the date of the notice of disqualification or notice of intent to award decision, whichever is earlier. The written request may be emailed or delivered by postal service or other shipping service. Do not deliver any requests for reconsideration to the office in person. It is the Bidder’s responsibility to ensure that the request for reconsideration is received prior to the deadline. Postmarking or submission to a shipping service by the due date shall not substitute for actual receipt of a request for reconsideration by the Agency.

The request for reconsideration shall clearly and fully identify all issues being contested by reference to the page and section number of the RFP. If a Bidder submitted multiple Bid Proposals and requests that the Agency reconsider a notice of disqualification or notice of intent to award decision for more than one (1) Bid Proposal, a separate written request shall be submitted for each. At the Agency’s discretion, requests for reconsideration from the same Bidder may be reviewed separately or combined into one (1) 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 (5) days of the date of the decision on reconsideration in accordance with 441 IAC 7.41 et seq.

2.27 Definition of Contract.

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

2.28 Choice of Law and Forum.

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.

2.29 Restrictions on Gifts and Activities.

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

2.30 Exclusivity.

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

2.31 No Minimum Guaranteed.

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

2.32 Use of Subcontractors.

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

2.33 Bidder Continuing Disclosure Requirement.

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

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

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

3.1 Bid Proposal Formatting.

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

3.2 Contents and Organization of Technical Proposal.

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

3.2.1 Information to Include Behind Tab 1:

**Transmittal Letter.**

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

The Bidder must explicitly outline how they meet the Bidder Eligibility Requirements listed in the RFP Bidder Eligibility Requirements section.

**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, in accordance with Attachment J: Technical Proposal Response Guide, detailing the Bidder’s planned approach. Bid responses should provide sufficient detail so that the Agency can understand and evaluate the Bidder’s approach and should not merely repeat the requirements or Deliverables. Please note that Bidders are not required to return Attachment J with their Bid Proposal but should leverage the instructions contained in Attachment J to help structure their response to this section.

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 should follow the instructions listed in Attachment J: Technical Proposal Response Guide.
* 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 (1) method of meeting the RFP requirements, each method must be drafted and submitted as separate Bid Proposals. Each will be evaluated separately.

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

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

* Detailed Preliminary Proposed Project Strategic Plan and Roadmap (per Attachment J: Technical Proposal Response Guide)
* Draft Bi-Weekly Progress Report (per Attachment J: Technical Proposal Response Guide)
* Detailed Staffing Plan (per Attachment J: Technical Proposal Response Guide)

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

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

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

For each similar service, provide a matrix detailing:

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

3.2.4.3 Letters of reference from three (3) of the Bidder’s previous clients knowledgeable of the Bidder’s performance in providing services similar to those sought in this RFP, including a contact person, telephone number, and email address for each reference. It is preferred that letters of reference are provided for services that were procured in a competitive environment. The State does not wish to receive form letters of reference that do not elaborate on the Bidder’s performance under the specific relationships addressed in the reference letter. Persons who are currently employed by the Agency are not eligible to be references.

Letters of reference may be included behind Tab 4 and/or sent from the reference directly to the Issuing Officer. Letters of references sent directly to the Issuing Officer must be received by the Bid Proposal due date and time specified in the Procurement Timetable. Note that it is the Bidder’s responsibility to ensure that any letter of reference sent directly to the Issuing Officer is received on time and in accordance with the Procurement Timetable. The Issuing Officer will not send confirmation emails that a reference letter may have been submitted on behalf of a Bidder. For letters of reference sent directly to the Issuing Officer, references should use the following file name structure: “[Bidder’s name] – Letter of reference – RFP ACFS 23-080”.

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

**3.2.5 Information to Include Behind Tab 5: Personnel.**

The Bidder shall provide the following information regarding personnel:

**3.2.5.1 Tables of Organization.**

Illustrate the lines of authority in two (2) tables:

* One (1) showing overall operations
* One (1) showing staff who will provide services under the RFP

**3.2.5.2 Names and Credentials of Key Corporate Personnel.**

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

**3.2.5.3 Information About Project Manager and Key Project Personnel.**

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

**3.2.5.4 Disclosures.**

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

**3.2.6 Information to Include Behind Tab 6: RFP Forms.**

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

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

**3.2.7 Reserved. (Financial Statements)**

3.3 Cost Proposal.

The Cost Proposal shall be submitted using the template set forth in Attachment I of this RFP.

Section 4 Evaluation Of Bid Proposals

4.1 Introduction.

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

4.2 Evaluation Committee.

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

4.3 Proposal Scoring and Evaluation Criteria.

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

**Scoring Guide.**

The Scoring Guide will be posted on the date indicated in the Procurement Timetable.

**Technical Proposal Components.**

The Technical Proposal Components will be posted on the date indicated in the Procurement Timetable.

**Scoring of Cost Proposal Pricing.**

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

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

The total points assigned to pricing will be posted on the date indicated in the Procurement Timetable.

**Best and Final Offer**

The Agency may request a best and final offer (BAFO) from Bidders during the evaluation process. If the Agency chooses to request a BAFO, the Issuing Officer will provide written instructions and Bidders will have 72 hours from the date of the Agency’s request to submit their BAFOs via email to the Issuing Officer. The BAFO shall be submitted using Attachment I: Cost Proposal and shall be accompanied by a transmittal letter signed by a representative who has the power to bind the Bidder to the financial terms described therein. BAFO submissions cannot increase the amount of the Bidder’s original cost proposal submission. Bidders will not be required to submit a BAFO if they believe the original offer is competitive.

**Oral Presentations**

The Agency may hold oral presentations. If presentations of Bid Proposals are requested, presentations may be limited to Bidders within a competitive range as determined at the sole discretion of the Agency. The competitive range comprises the most highly rated Proposals, and Bidders outside this range are removed from further consideration. The Agency reserves the right to create a short list/competitive range regardless of whether the Agency requests Bidder presentations.

The determination order and schedule for the presentations is at the sole discretion of the Agency. Bidders will be given additional instructions on what to prepare, timing, and attendance information prior to the oral presentations. The presentation shall not materially change the information contained in the Bid Proposal. Oral presentations will be evaluated and scored using pre-defined criteria that will be posted on the date indicated in the Procurement Timetable.

**Total Scoring**

The combined, weighted scores for the Written Technical Proposal, Cost Proposal, and the Oral Presentation (if held) will be considered the total score for that Bidder.

4.4 Clarifications.

The Agency may issue clarification questions on certain areas in the received proposals. The Agency reserves the right to consider any changes in or clarifications to a Bidder’s Bid Proposal that may result from rounds of clarifications as part of the evaluation process.

4.5 Recommendation of the Evaluation Committee.

The evaluation committee shall present a final ranking and recommendation(s) to the Division Administrator 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. The Agency reserves the right to consider any changes in or clarifications to a Bidder’s proposal that may result from rounds of clarifications as part of the evaluation process. This recommendation may include, but is not limited to, the name of one (1) or more Bidders recommended for selection or a recommendation that no Bidder be selected. The Division Administrator shall consider the committee’s recommendation when making the final decision, but is not bound by the recommendation.

# Attachment A: Release of Information

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

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

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

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

Printed Name of Bidder Organization

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

Signature of Authorized Representative Date

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

Printed Name

# Attachment B: Primary Bidder Detail & Certification Form

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

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

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

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

**PRIMARY BIDDER CERTIFICATIONS**

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

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

1. **EXECUTION.**

By signing below, I certify that I have the authority to bind the Bidder to the specific terms, conditions and technical specifications required in the Agency’s 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 at the prices quoted by the Bidder. The Bidder has not participated, and will not participate, in any action contrary to the anti-competitive obligations outlined in the Additional Certifications. I certify that the contents of the Bid Proposal are true and accurate and that the Bidder has not made any knowingly false statements in the Bid Proposal.

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

# Attachment C: Subcontractor Disclosure Form

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

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

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

By signing below, Subcontractor agrees to the following:

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

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

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

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

# Attachment D: Additional Certifications

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

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

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

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

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

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

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

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

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

* 1. **CERTIFICATION REGARDING DRUG FREE WORKPLACE**

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

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

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

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

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

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

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

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

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

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

# Attachment E: Certification and Disclosure Regarding Lobbying

*(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: Sample Contract**

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

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

**CONTRACT DECLARATIONS AND EXECUTION**

|  |  |
| --- | --- |
| **RFP #** | **Contract #** |
| ACFS 23-080 | *{To be completed when contract is drafted.}* |

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

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

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

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

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

|  |  |
| --- | --- |
| **Start Date:** *{To be completed when contract is drafted.}* | **End Date of Base Term of Contract:**  **End Date of Contract:** *{To be completed when contract is drafted.}* |
| **Possible Extension(s):**  *{To be completed when contract is drafted.}* | |
| **Contract Contingent on Approval of Another Agency:**  Yes  **Which Agency?** DOM | **ISPO Number:** XXXXXXX |
| **Contract Include Sharing SSA Data?** Yes | **DoIT Number:** XXXXXXXX |

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

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

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

**SECTION 1: SPECIAL TERMS**

***1.1 Special Terms Definitions.***

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

***1.2 Contract Purpose.***

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

***1.3 Scope of Work.***

**1.3.1 Deliverables.**

The Contractor shall provide the following:

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

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

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

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

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

* Respond to questions from the Contractor;
* Resolve any disputes between the Agency and the Contractor to the extent possible and document issues if they occur;
* Verify Invoices and supporting documentation itemizing work performed prior to payment;
* Review data regarding Contractor performance to make a recommendation to the Contract Owner regarding contract renewal and any necessary contract amendments;
* Determine compliance with general contract terms, conditions, and requirements; and
* Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:
  + Contractor's Bi-Weekly Progress Reports (see Section 1.3.1.8.2.1) and Bi-Weekly Meetings (see Section 1.3.1.8.3.2)
  + Adherence to the Final Project Strategic Plan and Roadmap (see Section 1.3.1.8.1)
  + Adherence to Performance Measures (see Section 1.3.2)
  + Contractor's submitted milestone deliverables (see Section 1.3.1.5)

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

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

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

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

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

**1.3.4 Contract Payment Clause.**

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

*{To be determined.}*

**1.3.4.2 Payment Methodology.**

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

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

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

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

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

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

***1.4 Insurance Coverage.***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Additional Attachments Specific To This RFP

Attachment G: Letter of Intent to Bid Template

See document uploaded with the RFP on the Agency's procurement website.

Attachment H: Question and Answer Template

See document uploaded with the RFP on the Agency's procurement website.

Attachment I: Cost Proposal

See document uploaded with the RFP on the Agency's procurement website.

Attachment J: Technical Proposal Response Guide

See document uploaded with the RFP on the Agency's procurement website.