

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information

RFP Number	RFP1418297020	Title of RFP	Standardized Cost Methodology	
Agency	Iowa Department of Administrative Services (DAS) on behalf of the Iowa Department on Aging			
Number of years of the initial term of the contract	1	Number of possible annual extensions	5	
State Issuing Officer: Kelli Sizenbach Phone: 515-275-2275 E-mail: kelli.sizenbach@iowa.gov				
Mailing Address: Iowa Department of Administrative Services Hoover State Office Building, Level 3 1305 East Walnut Street Des Moines, IA 50319-0105				
PROCUREMENT TIMETABLE—Event or Action			Date/Time (Central Time)	
State Posts Notice of RFP on TSB website			9/12/17	
State Issues RFP			9/15/17	
RFP written questions, requests for clarification, and suggested changes from Respondents due			9/22/17	
Proposals Due			10/3/2017 / 3:00 PM CT	
Relevant Websites				
Internet website where Addenda to this RFP will be posted http://bidopportunities.iowa.gov				
Internet website where contract terms and conditions are posted https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf				
Number of Copies of Proposals Required to be Submitted: 1 Original, 1 Digital, & 2 Copies				
Firm Proposal Terms				
The minimum number of days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm is 120 Days.				

SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) for the initial period identified on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

1.2 Definitions

For the purposes of this RFP and the resulting contract, the following terms shall mean:

“Agency” means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.

“Contract” means the contract(s) entered into with the successful Contractor(s) as described in Section 6.1.

“Contractor” means the awarded business/person to provide the contractual services agreed upon.

“General Terms and Conditions” shall mean the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

“Home and Community-Based Services” (HCBS) means services provided to individuals needing assistance with activities of daily living so that they may avoid institutionalization and remain in their home and community of choice.

“Materially Unbalanced Response” means a response in which line item prices are structured so that it is possible that the Respondent who appears to be low will not end up having the lowest overall cost to the State, due to high prices on particular line items.

“Mathematically Unbalanced Proposal” occurs when a Respondent’s pricing on some items is significantly more heavily loaded than the pricing on other items. A mathematically unbalanced response may include pricing on some item(s) that is significantly lower than the Respondent’s actual costs on those item(s) (including reasonable proportionate share of the Respondent’s anticipated profit, overhead costs, and other indirect costs that the Respondent anticipates for the performance of the items in question) and significantly higher than the Respondent’s actual costs on other item(s). In multi-year contracts, a bid might also be mathematically unbalanced if the costs are front-end loaded. A mathematically unbalanced response is also a materially unbalanced response if there is reasonable doubt that awarding the contract to the low Respondent, who submitted a mathematically unbalanced response, would result in the lowest overall cost.

“Older Americans Act” means the federal act codified in 42 U.S.C. § 3001 et seq to improve the well-being of individuals 60 years of age and older through service provision that enables them to stay in their homes and communities and avoid institutionalization.

“Proposal” means the Respondent’s proposal submitted in response to the RFP.

“Respondent” means the company, organization or other business entity submitting a proposal in response to this RFP.

“Responsible Respondent” means a Contractor that has the capability in all material respects to perform the specifications of the Contract. In determining whether a Contractor is a Responsible Contractor, the Agency may consider various factors including, but not limited to, the Contractor’s competence and qualifications to provide the goods or services requested, the Contractor’s integrity and reliability, the past performance of the Contractor and the best interest of the Agency and the State.

“Responsive Proposal” means a Proposal that complies with the material provisions of this RFP.

“RFP” means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

“State” means the State of Iowa, the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

“Unit Cost” means the total expenditure incurred by an organization to produce, store and sell one unit of a particular product or service. Unit costs include all fixed costs, or overhead costs, and all variable costs, or direct material costs and direct labor costs, involved in production.

1.3 Overview of the RFP Process

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency’s benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Respondents will be required to submit their Proposals in hardcopy and on digital media (i.e. CD, USB drive, etc.). It is the Agency’s intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

1.4 Objectives

The State of Iowa seeks a respondent to develop a Standardized Cost Methodology which can be applied to aging and disability services administered by the Iowa Department on Aging and provided by the State’s six Area Agencies on Aging.

Our objectives are:

- To create an effective and consistent statewide unit cost methodology.
 - Methodology must take into account both state and federal rules and laws that restrict the use of funding for administrative costs. This includes Iowa Code 231.34, *Limitation of funds used for administrative purposes*.
- To accurately assign costs associated with specific service taxonomy.
- To be able to compare costs of service provisions statewide across the six Area Agencies on Aging.
- To enable more strategic planning within the aging network by providing the ability to:
 - Determine unit cost for services provided by Area Agencies on Aging;
 - Enable agencies to understand the components of their total service cost;
 - Enable agencies to determine which activities benefit from outlays.
- To improve efficiency and consistency of service provision by Area Agencies on Aging statewide.
- To have the accounting process and procedures related to the unit cost methodology in place prior to January 31, 2018.

1.5 Background

The Iowa Department on Aging (IDA) administers federal Older Americans Act (OAA) funds and designated State funds to Iowa's six Area Agencies on Aging (AAA) to provide Home and Community-Based Services (HCBS) to Iowans 60 years of age and older. General Aging services provide support to the older Iowan or disabled individual in need, while Family Caregiver Services provide support to the caregivers of older Iowans and to grandparents or other older relatives caring for children or disabled individuals between the ages of 18-59. The services offered reflect the core services of the Administration for Community Living (ACL), which administers the Older Americans Act at the federal level.

The Iowa Department on Aging is responsible for the administration of the Aging and Disability Resource Centers (ADRC's) in Iowa and is responsible for designating Area Agencies on Aging to serve as the State's ADRC's. The ADRC's provide Information and Referral services and Options Counseling to older Iowans but also provide these services to individuals with disabilities between 18-59 years of age.

Thirteen of the twenty-four HCBS services provided to older Iowans are mandatory and are provided by each of the six Area Agencies on Aging in Iowa. These include congregate and home delivered meals, case management, elder abuse awareness and prevention services, information and assistance, options counseling, and services related to health and nutrition. Each Area Agency on Aging determines which of the other services, including the eight Family Caregiver services, to offer in their region, as determined through each agency's planning process. Additionally, Area Agencies on Aging provide some services directly while subcontracting others to local service providers. See Appendix A-C for a listing of services.

Iowa's Area Agencies on Aging are required to provide a budget and report expenditures to the Iowa Department on Aging for all services provided with federal Older Americans Act (OAA) funds or designated state funds. Area Agencies on Aging across the state do not currently

allocate resources for service and non-service related activities using a consistent method. This limits the ability to compare costs among Area Agencies on Aging or to accurately evaluate the unit cost of services provided.

Area Agencies on Aging do not all use the same accounting systems or chart of accounts. Accounting systems currently used are Grants Management System, Abila and Mainframe. However, Area Agencies on Aging do apply uniform service and service unit definitions for services listed in Appendix A-C. Agencies report budget and expenditures in a standardized format using a SQL-based application developed for the Iowa Department on Aging.

To improve efficient use of funds and strategic planning by Area Agencies on Aging, in addition to strengthening IDA monitoring of Area Agencies on Aging fiscal administration, the Iowa Department on Aging seeks a respondent to develop a standardized cost methodology. This methodology should allow categorization to be applied to each of the services provided by, or subcontracted by, the Area Agencies on Aging. The methodology must include detailed cost categories and definitions of items to be included in each category, so that Area Agencies on Aging expenditures reflect consistent treatment of like costs and cost allocations.

SECTION 2 ADMINISTRATIVE INFORMATION
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2.1 Issuing Officer

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

2.2 Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

2.3 Downloading the RFP from the Internet

The RFP and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/>. The Respondent is advised to check the website periodically for addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

2.4 Procurement Timetable

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Respondent submissions, the Agency will issue an addendum to the RFP.

2.5 Questions, Requests for Clarification, and Suggested Changes

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. Respondents may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). The Agency will post written responses to questions, requests for clarifications, or suggestions received from Respondents. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

2.6 Amendment to the RFP

The Agency reserves the right to amend the RFP at any time using an addendum. The Respondent shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Respondents to amend their Proposals in response to the addendum.

2.7 Amendment and Withdrawal of Proposal

The Respondent may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Respondent and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Respondents must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

2.8 Submission of Proposals

The Agency must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Proposals Due" date listed on the RFP cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Respondent.** Respondents mailing Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

Respondents must furnish all information necessary to enable the Agency to evaluate the Proposal. Oral information provided by the Respondent shall not be considered part of the Respondent's Proposal unless it is reduced to writing.

2.9 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Evaluation Committee has reviewed all of the Proposals submitted in response to this RFP and the Agency has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.10 Costs of Preparing the Proposal

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

2.11 No Commitment to Contract

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract.

2.12 Rejection of Proposals

The Agency may reject outright and not evaluate a Proposal for reasons including without limitation:

- 2.12.1** The Respondent fails to deliver the cost proposal in a separate envelope.
- 2.12.2** The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.3** The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specification of the RFP.
- 2.12.4** The Respondent's Proposal limits the rights of the Agency.
- 2.12.5** The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 4 of the RFP.
- 2.12.6** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Respondent fails to include proposal security, if required.
- 2.12.8** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 4 of this RFP.
- 2.12.9** The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.12.10** The Respondent initiates unauthorized contact regarding the RFP with state employees.
- 2.12.11** The Respondent provides misleading or inaccurate responses.
- 2.12.12** The Respondent's Proposal is materially unbalanced.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.
- 2.12.14** The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

2.13 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to: minor failures to comply that do not affect overall responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Contractors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the specifications of the RFP. In the event

the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.14 Reference Checks

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

2.15 Information from Other Sources

The Agency reserves the right to obtain and consider information from other sources concerning a Respondent, such as the Respondent's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Respondent's financial stability, past or pending litigation, and other publicly available information.

2.16 Verification of Proposal Contents

The content of a Proposal submitted by a Respondent is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

2.17 Proposal Clarification Process

The Agency reserves the right to contact a Respondent after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Respondent has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Respondent's Proposal. The Agency will not consider information received from or through Respondent if the information materially alters the content of the Proposal or the type of goods and/or services the Respondent is offering to the Agency. An individual authorized to legally bind the Respondent shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.18 Disposition of Proposals

All Proposals become the property of the State and shall not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be in the public domain and be available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

2.19 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code chapter 22. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Contractor as non-confidential records unless Contractor requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.19.1 Form 22 Request for Confidentiality

FORM 22 MUST BE COMPLETED AND INCLUDED WITH CONTRACTOR'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL CONSIDERED NON-RESPONSIVE AND NOT EVALUATED.

2.19.2 Confidential Treatment Is Not Requested

A Contractor not requesting confidential treatment of information contained in its Proposal shall complete Section I of Form 22 and submit Form 22 with the Proposal.

2.19.3 Confidential Treatment of Information is Requested

A Contractor requesting confidential treatment of specific information shall: (1) fully complete Section II of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Contractor believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a "Public Copy" from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Contractor: (1) enumerates the specific grounds in Iowa Code chapter 22 or other applicable law that supports treatment of the material as confidential, (2) justifies why the material should be maintained in confidence, (3) explains why disclosure of the material would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Contractor to respond to inquiries by the Agency concerning the confidential status of such material.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.

Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Contractors may not request confidential treatment with respect to pricing information and transmittal letters. A contractor's request for confidentiality that does not comply with this section or a contractor's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting contractor's Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.

If Agency receives a request for information that Contractor has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such material, Contractor shall, at its sole expense, appear in such action and defend its request for confidentiality. If Contractor fails to do so, Agency may release the

information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Contractor fails to comply with the request process set forth herein, if Contractor's request for confidentiality is unreasonable, or if Contractor rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

2.20 Copyright Permission

By submitting a Proposal, the Respondent agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Respondent consents to such copying and warrants that such copying will 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 Proposals.

2.21 Release of Claims

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided in the RFP or concerning the Agency's failure, negligent or otherwise, to provide the Respondent with pertinent information in this RFP.

2.22 Respondent Presentations

Respondents may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Respondent to illustrate the Respondent's Proposal. The presentation shall not materially change the information contained in the Proposal.

2.23 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the agency believes will provide the best value to the Agency and the State.

2.24 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State.

2.25 No Contract Rights until Execution

No Contractor shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Contractor and the Agency.

2.26 Choice of Law and Forum

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Respondents are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.27 Preference

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.5(1)-(2), 117.12(4).

2.28 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Respondents are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to *Iowa Code section 722.1*, it is a felony offense to bribe or attempt to bribe a public official.

2.29 No Minimum Guaranteed

The Agency does not guarantee any minimum level of purchases under the Contract.

2.30 Appeals

A Respondent whose proposal has been timely filed and who is aggrieved by the award of the department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five days of the date of the Intent to Award notice issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Contractor.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions describe and define the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

3.1.1 The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in separate sealed envelopes. The envelopes shall be labeled with the following information:

RFP Number: RFP1418297020
RFP Title: Standardized Cost Methodology
Kelli Sizenbach
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

The Agency shall not be responsible for misdirected packages or premature opening of Proposals if a Proposal is not properly labeled.

3.1.2 1 Original, 1 Digital, & 2 Copies of the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.

Technical Proposal Envelope Contents
Original Technical Proposal and any copies
Public Copy (if submitted)
Technical Proposal on digital media
Electronic Public Copy on same digital
media (if submitted)

Cost Proposal Envelope Contents
Original Cost Proposal
Cost Proposal on digital media

3.1.3 If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".

3.1.4 Proposals shall not contain promotional or display materials.

3.1.5 Attachments shall be referenced in the Proposal.

3.1.6 If a Respondent proposes more than one solution to the RFP specifications, each shall be labeled and submitted separately and each will be evaluated separately.

3.2 Technical Proposal

The following documents and responses shall be included in the Technical Proposal in the order given below:

Exhibit 1 - Transmittal Letter (Required)

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.19.

Exhibit 2 - Executive Summary

The Respondent shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

- Statements that demonstrate that the Respondent has read and understands the terms and conditions of the RFP including the contract provisions in Section 6.
- An overview of the Respondent's plans for complying with the specifications of this RFP.
- Any other summary information the Respondent deems to be pertinent.

Exhibit 3 - Firm Proposal Terms

The Respondent shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 120 days following the deadline for submitting Proposals.

Exhibit 4 - Respondent Background Information

The Respondent shall provide the following general background information:

- Does your state have a preference for instate Contractors? Yes or No. If yes, please include the details of the preference.
- Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- Form of business entity, i.e., corporation, partnership, proprietorship, or LLC.
- Copy of W-9.
- State of incorporation, state of formation, or state of organization.
- The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- Number of employees.
- Type of business.
- Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.
- Respondent's accounting firm.
- Awarded Contractor will be required to register to do business in Iowa before payments can be made.
- For Contractor registration documents, go to:
<https://das.iowa.gov/procurement/vendors/how-do-business>

Exhibit 5 - Experience

The Respondent must provide the following information regarding its experience:

- Number of years in business.
- Number of years of experience with providing the types of services sought by the RFP.
- The level of technical experience in providing the types of services sought by the RFP.
- A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.
- Letters of reference from three (3) previous or current customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

Exhibit 6 - Termination, Litigation, and Debarment

The Respondent must provide the following information for the past five (5) years:

- Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.
- A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
- Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities. Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Respondent. Respondent shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Contractor, following execution of the Contract.

Exhibit 7 - Criminal History and Background Investigation

The Respondent hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract.

Exhibit 8 - Acceptance of Terms and Conditions

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

Exhibit 9 - Certification Letter

The Respondent shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Respondent shall make the certifications included in Attachment #1.

Exhibit 10 - Authorization to Release Information

The Respondent shall sign and submit with the Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Respondent authorizes the release of information to the Agency.

Exhibit 11 – Mandatory Specifications

The Respondent shall answer whether or not it will comply with each specification in Section 4 of the RFP. Where the context requires more than a yes or no answer or the specific specifications so indicates, Respondent shall explain how it will comply with the specification. Merely repeating the Section 4 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

Exhibit 12 – Approach

- Provide detailed description of proposed approach to developing a standardized cost methodology.
- Provide examples that demonstrate costing approach and end product.
- Provide a sample of data demonstrating successful implementation of a cost methodology.
- Indicate prior success working with non-profit entities of all sizes.
- Provide a description of the respondent's organizational culture.

Exhibit 13 – Implementation Plan

- Describe recommended implementation strategy including: on-site coordination and support services, best practice consulting options and professional services.
- Identify any third party contractors involved in Respondent's implementation strategy and describe these relationships.
- Describe the skills and time required by State of Iowa and Area Agency on Aging personnel for initial installation and implementation of the proposed methodology.
- Provide an estimate of State of Iowa and Area Agency on Aging staff time required to complete the installation.
- Describe the documentation provided with the methodology, along with applicable costs for any additional documentation.
- Please describe Respondent's experience with implementations similar in size.
- Please provide an implementation schedule, based on weekly milestones (not dates).

Exhibit 14 – Customer Service

- Describe Respondent's philosophy as it relates to the consultant/client relationship.
- Describe Respondent's communication plan. Include request tracking and status change notification.

- Does Respondent have any staff requirements as it relates to timeliness in responding to client requests/questions?
- What location/office will serve as the primary consultant office for the State of Iowa?
- How many client contracts does this account team manage?
- Describe the process employed when a client is dissatisfied with the service it has been provided.
- Describe Respondent's ability to work with individuals with varying levels of accounting experience.

Exhibit 15 - Consulting Strategy

- Describe the recommended standardized cost methodology, including on-site coordination and support services, best practice consulting options and professional services.
- Identify any third party contractors involved in Respondent's strategy and describe these relationships.
- Describe the skills and time required by State of Iowa personnel.

Exhibit 16 - Additional Services

Does Respondent have other services/capabilities you would like the State to know about? Is there any other information you would like to share as it relates to this RFP?

Exhibit 17 – Performance-Based Criteria

Performance-based measures are required to be included in any State contract pursuant with Iowa Code section 8.47 (1) (Iowa Supp. 2001) (2001 Iowa Acts, House file 687, section 5). Describe any performance-based incentives and disincentives that the Respondent would propose including in the resulting contract. What standards have you set for Respondent's account representatives? How are they measured? Are the results shared with the representatives and Respondent's clients? What results are shared and how often?

Exhibit 18 - Addendums

Provide signed copy of posted RFP addendums.

Exhibit 19 - Request for Confidentiality

If deemed necessary by the Respondent, the Respondent shall sign and submit with the Proposal the document included as Attachment #3 Form 22 – Request for Confidentiality.

3.3 Cost Proposal

The Respondent shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services. All prices are quoted pursuant to the terms and conditions of this RFP. Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices) for the proposed services. All pricing to be FOB Destination, freight cost, and all expenses included; and based on Net 60 Days Payment Terms. Cost proposals must include the following:

- Provide any one time and recurring costs for standard cost methodology. Recurring costs are to be for a 6 year period to cover initial term and extensions to contract.
- Any other costs associated with proposed methodology.
- Pricing for options.

3.3.1 Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments may be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Contractors shall provide payment acceptance information in this section 3.3.1 in their Cost Proposals. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

3.3.1.1 Credit card or ePayables

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Contractor uses the Pcard or EAP payment methods. Pcard-accepting Contractors must abide by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 6.6 of the RFP. Contractors must provide a statement regarding their ability to meet the requirements I this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

3.3.1.2 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)

Contractors shall provide a statement regarding their ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_a_uthorization_form.pdf

3.3.1.3 State Warrant

The State of Iowa's warrant drawn on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department.

3.3.2 Payment Terms

Per Iowa Code 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Vendor/Contractor.

3.3.3 Contractor Discounts

Contractors shall state in their Cost Proposals whether they offer any payment discounts, including but not limited to:

3.3.3.1 Prompt Payment Discount

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

3.3.3.2 Cash Discount

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 SPECIFICATIONS

Overview

The successful Contractor shall provide the goods and/or services to the State in accordance with the specifications and technical specifications as provided in this Section. The Respondent shall address each specification in this Section and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Respondent shall explain how it will comply with the specification. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Respondent. Proposals must identify any deviations from the specifications of this RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification (s) of this section, the Agency may reject the Proposal.

All items listed in this section are Mandatory Specifications. Respondents must indicate either “**yes**” or “**no**” to each specification in their Proposals and provide an explanation as to how the specification is met. By indicating “yes” a Respondent agrees that it shall comply with that specification throughout the full term of the Contract, if the Respondent is successful. In addition, if specified by the specifications or if the context otherwise requires, the Respondent shall provide references and/or supportive materials to verify the Respondent’s compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Respondent demonstrate that the Respondent will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

4.1 Requirements

- 4.1.1** Respondent must have demonstrated experience with non-profit accounting systems.
- 4.1.2** Respondent must have demonstrated experience with federal human services programs.
- 4.1.3** Respondent must have demonstrated experience with development of a costing methodology.
- 4.1.4** Respondent must have demonstrated experience with developing processes and procedures for accounting systems.
- 4.1.5** Respondent must have the ability to complete all work by January 31, 2018.
- 4.1.6** Respondents are expected to follow the usual standards of practice and ethics for such consultants in the state of Iowa.

4.2 Implementation

Upon award of a Contract for services the Agency shall negotiate an implementation schedule with the successful Respondent.

4.3 Post Delivery Documentation

Contractor is to provide the documentation required to implement the cost methodology developed.

4.4 Training

Contractor will provide general user training and administrator training on utilization of methodology developed.

SECTION 5 EVALUATION AND SELECTION
--

5.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest value to the State. Agency will not necessarily award the Contract to the Contractor offering the lowest cost to the Agency. Instead, the Agency will award to the Contractor whose Responsive Proposal the Agency believes will provide the best value to the State.

5.2 Evaluation Committee

The Agency will use an evaluation committee to conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity that must approve the recommendation.

5.3 Technical Proposal Evaluation and Scoring

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Respondents in accordance with this Section. In addition to other RFP requirements, to be deemed a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of Section 4 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Content and Technical Criteria.

5.4 Tied Bids and Preferences

An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the contractors who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

Notwithstanding the foregoing, if a tied bid involves an Iowa-based contractor or products produced within the State of Iowa and a contractor based or products produced outside the State of Iowa, the Iowa contractor will receive preference. If a tied bid involves one or more Iowa contractors and one or more contractors outside the state of Iowa, a drawing will be held among the Iowa contractors only.

In the event of a tied bid between Iowa contractors, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the contractors have complied with ESGR standards. Preference, in the case of a tied bid, shall be given to Iowa contractors complying with ESGR standards.

Second preference in tied bids will be given to contractors based in the United States or products produced in the United States over contractors based or products produced outside the United States.

Preferences required by applicable statute or rule shall also be applied, where appropriate.

5.5 Cost Proposal Scoring

After the Technical Proposals are scored, the Cost Proposals will be opened and scored.

The cost proposal for each respondent will be evaluated in comparison with the other cost proposals received; however, the number of points possible will be proportional to each respondent's technical evaluation score.

The technical evaluation points received (numerator) is divided by the technical evaluation points possible (denominator) and multiplied by the maximum number of points in the cost evaluation. This provides the total points possible for the respondent in the cost evaluation.

Points Possible for Respondent =
$$\frac{\text{Technical Evaluation Points Received}}{\text{Technical Evaluation Points Possible}} \times \text{Maximum Points in Cost Evaluation}$$

The lowest cost proposal (numerator) is divided by the cost proposal being evaluated (denominator) and multiplied by the points possible for the respondent. This provides the cost evaluation points awarded.

Cost Evaluation Points Awarded =
$$\frac{\text{Lowest Cost Proposal Received}}{\text{Cost Proposal Being Evaluated}} \times \text{Points Possible for Respondent}$$

For example, suppose there are 10 maximum points in the cost evaluation. A respondent that receives 100% of the points possible in the technical evaluation has the opportunity to earn 100% of the points possible in the cost evaluation (e.g., 10 points). If the cost proposal is the lowest cost, the full 10 points will be awarded.

However, a respondent that receives only 50% of the points possible in the technical evaluation has the opportunity to earn only 50% of the points possible in the cost evaluation (e.g., 5 points). If the cost proposal is the lowest cost, only 5 points are awarded, compared to the 10 points that could have been awarded if the respondent had received the highest technical evaluation score.

SECTION 6 CONTRACTUAL TERMS AND CONDITIONS

6.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the General Terms and Conditions, the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Contractor to the provisions or terms and conditions of the RFP or the General Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Contractor's objection or amendment in writing.

The General Terms and Conditions will be incorporated into the Contract. The General Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Contractors to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with these specifications should be included in any pricing quoted by the Contractor.

By submitting a Proposal, Contractor acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Contractor takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Contractor's exceptions or proposed responses materially alter the RFP, or if the Contractor submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Contractor or to negotiate Contract terms with the successful Contractor if the best interests of the State would be served.

6.2 Contract Length

The term of the Contract will begin and end on the dates indicated on the RFP cover sheet. The Agency shall have the sole option to renew the Contract upon the same or more favorable terms and conditions for up to the number of annual extensions identified on the RFP cover sheet.

6.3 Insurance

The Contract will require the successful Contractor to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, umbrella form	Each Occurrence Aggregate	\$1 Million \$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

6.4 Terms and Conditions for State of Iowa Purchasing Cards

The State of Iowa shall pay Contractor's invoices using its Purchasing Card Program (Pcard) whenever possible. The Pcard is a VISA credit card issued by U.S. Bank to allow authorized employees to make purchases on behalf of the State. It is a faster, more convenient alternative to traditional invoicing and remittance processing, allowing US Bank to pay the Contractor directly, generally within 48 hours of the transaction. Contractor shall comply with security measures for Pcard payments including:

- Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;
- Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- Contractor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- Contractor shall confirm that the name of purchaser matches the name on the card;
- Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;
- Contractor shall shred any documentation with credit card numbers.

**Attachment #1
Certification Letter**

(Date) _____

Kelli Sizenbach, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Re: Request for Proposal Number RFP1418297020- PROPOSAL CERTIFICATIONS

Dear Kelli:

I certify that the contents of the Proposal submitted on behalf of _____ (**Name of Respondent**) in response to **Iowa Department of Administrative Services** for Request for Proposal Number RFP1418297020 for a Standardized Cost System are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of Respondent expressly authorized to make the following certifications on behalf of Respondent. By submitting a Proposal in response to the RFP, I certify on behalf of the Respondent the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other Respondent or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Respondent to induce any other Contractor to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Respondent and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

I certify that, to the best of my knowledge, neither Respondent nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a five year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of

any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Contractors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the (RFP), the Respondent certifies the following: (check the applicable box)

- Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code chapter 423*; or
- Respondent is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48)(2016)*.

Respondent also acknowledges that the Agency may declare the Respondent’s Proposal or resulting contract void if the above certification is false. The Respondent also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #2
Authorization to Release Information Letter

(Date) _____

Kelli Sizenbach, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Re: Request for Proposal Number RFP1418297020 - AUTHORIZATION TO RELEASE INFORMATION

Dear Kelli:

_____ **(Name of Respondent)** hereby authorizes the **Iowa Department of Administrative Services** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to Request for Proposal (RFP) Number RFP1418297020.

The Respondent acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Respondent acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Respondent is willing to take that risk.

The Respondent hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to the RFP.

The Respondent authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Proposal submitted in response to RFP.

The Respondent further authorizes any and all persons, and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Respondent's Proposal. The Respondent hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Respondent that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #3
Form 22 – Request for Confidentiality

CONTRACTOR NOTE: SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR RESPONSE (PROPOSAL) TO THE REQUEST FOR PROPOSAL (RFP). THE FORM IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED.

FAILURE TO SUBMIT A COMPLETED FORM WILL RESULT IN THE PROPOSAL CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.

I. Confidential Treatment Is Not Requested

A request for confidential treatment of information contained in our Proposal is not submitted.

Company	RFP Number	RFP Title
Signature	Title	Date

II. Confidential Treatment Is Requested

The below information is to be completed and signed ONLY if Contractor is requesting confidential treatment of any information submitted in its Proposal.

Per the paragraph labeled as Public Records and Requests for Confidential Treatment in section 2 of the Request for Proposal (RFP), a Contractor requesting portions of its Proposal be maintained in confidence must complete this form and submit it with its Proposal. Contractors should read and familiarize themselves with chapter 22 of the Iowa Code regarding release of public records before completing this Form. Contractor shall refer to the paragraph labeled as Public Records and Requests for Confidential Treatment in section 2 of the RFP for instructions regarding how to request confidential treatment of portions of its Proposal.

NOTE:

- 1 Completion of this Form is the sole means of requesting confidential treatment.**
- 2 A CONTRACTOR MAY NOT REQUEST PRICING PROPOSALS BE HELD IN CONFIDENCE.**

Completion of the Form and Agency's acceptance of Contractor's submission does not guarantee the agency will grant Contractor's request for confidentiality. The Agency may reject Contractor's Proposal entirely in the event Contractor requests confidentiality and does submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

To request confidentiality, Contractor must provide the following information:

- 1 Contractor must conspicuously mark confidential material in its Proposal in accordance with the section titled Public Records and Requests for Confidential Treatment. **Check box when completed.**

- 2 Contractor must specifically identify and list the Proposal section(s) for which it seeks confidentiality and answer the following questions for each section listed:
 - Explain the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential.
 - Justify why the material should be kept in confidence.
 - Explain why disclosure of the material would not be in the best interest of the public.
 - Provide the name, address, telephone, and email for the Contractor’s person authorized to respond to inquiries by the Agency concerning the status of confidential materials.

Please provide the information in the table below. Contractor may add additional lines if necessary or add additional pages using the same format as the table below.

RFP Section:	Contractor must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the material as confidential.	Contractor must justify why the material should be kept in confidence.	Contractor must explain why disclosure of the material would not be in the best interest of the public.	Contractor must provide the name, address, telephone, and email for the person at Contractor’s organization authorized to respond to inquiries by the Agency concerning the status of confidential materials.

- 3 Contractor must submit a Public Copy of its Proposal from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible. **Check box when completed.**

This Form must be signed by the individual who signed the Contractor’s Proposal. The Contractor shall place this Form completed and signed in its Proposal immediately following the transmittal letter. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

****Failure to provide the information required on this Form may result in rejection of Contractor’s submittal to request confidentiality or rejection of the Proposal as being non-responsive.***

****Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal.***

Company

RFP Number

RFP Title

Signature

Title

Date

Department of Administrative Services – Central Procurement Bureau Review
(For Agency use only)

- Contractor’s Proposal is rejected as non-compliant because of one or more of the following reasons:
 - Contractor’s Proposal is rejected due to not submitting a fully completed Form 22 to either request or not request confidential treatment of information.
 - Contractor’s Proposal is rejected due to the request to treat the entire response as confidential.
 - Contractor’s Proposal is rejected due to the request to treat Proposal pricing as confidential.
 - Contractor requested confidentiality without submitting a ***fully completed*** Form 22.
 - Contractor requested confidentiality and failed to conspicuously mark such material as confidential within its Proposal in accordance with the RFP.
 - Contractor requested confidentiality without submitting a public copy of its Proposal with the confidential information redacted.
 - Contractor requested confidentiality on material in contravention of the RFP.
 - Other: _____.
- Contractor’s submission is accepted.¹

Purchasing Agent Signature

Date

RFP Number

RFP Title

NOTE: Agency’s acceptance of Contractor’s submission should not be construed as Agency’s approval of Contractor’s request for confidentiality. Instead, acceptance of Contractor’s submission simply means that Agency believes Contractor’s Form 22 appears fully completed in accordance with the RFP.

**Attachment #4
Response Check List**

RFP REFERENCE SECTION	RESPONSE INCLUDED	
	Yes	No
One (1) original, two (2) copies of the Bid Proposal and One (1) electronic copy on digital media.		
One (1) Public Copy with Confidential Information Excised (optional)		
Technical Proposal		
Exhibit 1 - Transmittal Letter		
Exhibit 2 - Executive Summary		
Exhibit 3 - Firm Proposal Terms		
Exhibit 4 - Respondent Background Information		
Exhibit 5 - Experience		
Exhibit 6 - Termination, Litigation, and Debarment		
Exhibit 7 - Criminal History and Background Investigation		
Exhibit 8 - Acceptance of Terms and Conditions		
Exhibit 9 - Certification Letter		
Exhibit 10 - Authorization to Release Information		
Exhibit 11 - Mandatory Technical Specifications		
Exhibit 12 - Approach		
Exhibit 13 - Implementation Plan		
Exhibit 14 – Customer Service		
Exhibit 15 – Consulting Strategy		
Exhibit 16 – Additional Services		
Exhibit 17 – Performance Based Criteria		
Exhibit 18 - Addendums		
Exhibit 19 - Request for Confidentiality		
Cost Proposal		

Appendix A

GENERAL AGING - SUPPORTIVE AND NUTRITION SERVICES

The following services are provided to Iowan's 60 years of age or older.

Note: Information & Assistance and Options Counseling may also be provided to individuals 18-59 years of age with a disability.

Adult Day Care / Adult Day Health	Homemaker
Assisted Transportation	Information and Assistance
Case Management	Legal Assistance
Chore	Material Aid
Congregate Meals	Nutrition Counseling
EAPA Assessment & Intervention	Nutrition Education
EAPA Consultation	Options Counseling
EAPA Non-Consumer Consultation	Outreach
EAPA Training & Education	Personal Care
Evidence-Based Health Activities	Training & Education
Health Promotion and Disease Prevention	Transportation
Home Delivered Meals	

CAREGIVER SERVICES

The following services are provided to Family Caregivers of older individuals, and Grandparents or Older Relative Caregivers of a child or an individual 18-59 years of age with a disability.

- Access Assistance
- Counseling
- Home Delivered Meals
- Information Services
- Options Counseling
- Respite Care
- Self-Directed Care
- Supplemental Services

Appendix B

Services Definitions and Units of Measure

The following services are for lowans 60 years of age and older.

There are two exceptions: Information & Assistance and Options Counseling may also be provided to individuals with a disability who are between 18-59 years of age.

SERVICE	UNIT MEASURE	DEFINITION
Adult Day Care / Adult Day Health	1 hour	Provision of personal care for dependent adults in a supervised, protective, congregate setting during some portion of a twenty-four hour day. Services offered in conjunction with adult day care/adult day health typically include social and recreational activities, training, counseling, meals for adult day care, and services such as rehabilitation, medications assistance, and home health aide services for adult day health.
Assisted Transportation	1 one-way trip	Provision of assistance, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.
Case Management	1 hour	Also referred to as direct case management services. Assistance either in the form of access to or care coordination in circumstances where the older person and/or their caregivers are experiencing diminished functioning capacities, personal conditions or other conditions or other characteristics which require the provision of services by formal service providers. Activities of case management include assessing needs, developing care plans, authorizing services, arranging services, coordinating the provision of services among providers, follow-up and reassessment, as required.
Chore	1 hour	Providing assistance to persons having difficulty with but not limited to one or more of the following instrumental activities of daily living: doing heavy housework, yard work, or sidewalk maintenance and home repair.

SERVICE	UNIT MEASURE	DEFINITION
Congregate Meals	1 meal	<p>A meal provided to a qualified individual in a congregate or group setting. The meal as served meets all of the requirements of the Older American Act and State/Local laws. Meals provided to individuals through means tested programs such as Medicaid Title XIX Waiver Meals or other programs such as state-funded means tested programs are excluded from NSIP Meals.</p> <p>NOTE: A meal shall: (a) comply with the Dietary Guidelines for Americans (published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture); (b) provide, if one meal is served, a minimum of 33 and 1/3 percent of the current Dietary Reference Intake (DRI) as established by the Food and Nutrition Board of the National Institute of Medicine of the National Academy Sciences; (c) provide, if two meals are served, together, a minimum of 66 and 2/3 percent of the current daily DRI, although there is no requirement regarding the percentage of the current daily DRI which an individual meal must provide, a second meal shall be balanced and proportional in calories and nutrients; and (d) provide, if three meals are served, together, 100 percent of the current daily DRI, although there is no requirement regarding the percentage of the current daily DRI which an individual meal must provide, <i>the</i> second and third meals shall be balanced and proportional in calories and nutrients.</p>
EAPA Assessment & Intervention	1 hour	<p>A service provided by an Elder Rights Specialist to an EAPA program consumer that entails (a) one-on-one discussions and the administration of standardized assessment tools and other procedures to identify the EAPA consumer's existing impairments, situations, and problems and to determine appropriate services and resources to redress the consumer's current or potential abuse situation; (b) advocacy, counseling, case documentation, and an intervention plan that defines services and assistance to address identified needs, timelines, and providers; (c) inter-agency case coordination and service provision; (d) ongoing follow-up and reassessment; (e) evaluation of outcomes of services; and (f) case closure planning, including placement assistance if necessary.</p>

SERVICE	UNIT MEASURE	DEFINITION
EAPA Consultation	1 hour	A service provided by an Elder Rights Specialist to an EAPA program consumer through one-on-one discussion that may occur in person, by phone, or electronically, and results in (a) an understanding of the EAPA consumer's problems and capacities; (b) linking the EAPA consumer to the available resources and services within his or her community; and (c) to the maximum extent practicable, follow-up to ensure that the EAPA consumer received the services he or she needs and is aware of the resources available.
EAPA Non-Consumer Consultation	1 hour	A service provided to a non-consumer through a one-on-one discussion that may occur in person, by phone, or electronically, and results in (a) an understanding of the older lowan's problems and capabilities; (b) linking the non-consumer to the available resources and services within their local community; and (c) to the maximum extent practicable, follow-up to ensure that the non-consumer received the services he or she needs and is aware of the resources available.
EAPA Training & Education	1 Activity	<p>Activities meant to impart knowledge, experience, or skills to an individual or group about elder abuse, neglect and/or exploitation. Activities may include:</p> <ul style="list-style-type: none"> a) Forums; b) Outreach events, including social media; c) Newsletters and articles; d) Group trainings and presentations; and e) Consultations where the consumer's name is anonymous.
Evidence-Based Health Activities	1 consumer per program	<p>A consumer is a person who meets the completion standard for a program.</p> <p>Activities demonstrated through evaluation to be effective for improving the health and wellbeing or reducing disease, disability and/or injury among older adults; and activities ready for translation, implementation and/or broad dissemination by community-based organizations using appropriately credentialed practitioners.</p> <p>The Administration on Aging (AoA) defines criteria programs must meet in order to be considered an Evidence-Based Health Activity and funded through Title IIID. The criteria is located on this AoA web page: http://www.aoa.gov/AoA_Programs/HPW/Title_IIID/index.aspx</p>

SERVICE	UNIT MEASURE	DEFINITION
Health Promotion and Disease Prevention	1 consumer contact	Services which include health screenings and assessments (which may include hypertension, glaucoma, cholesterol, cancer, vision, hearing, diabetes, oral health, bone density, and nutrition screening); organized physical fitness activities; evidence-based health promotion programs; medication management; home injury control services; and/or information, education, and prevention strategies for chronic disease and other health conditions that would reduce the length or quality of life of the person 60 or older.
Home Delivered Meals	1 meal	<p>A meal provided to an eligible consumer or other eligible participant at the consumer's place of residence. A meal which: (a) complies with the Dietary Guidelines for Americans (published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture); (b) provides, if one meal is served, a minimum of 33 and 1/3 percent of the current Dietary Reference Intake (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy Sciences; (c) provides, if two meals are served, together, a minimum of 66 and 2/3 percent of the current daily DRI, although there is no requirement regarding the percentage of the current daily DRI which an individual meal must provide, a second meal shall be balanced and proportional in calories and nutrients; and (d) provides, if three meals are served, together, 100 percent of the current daily DRI, although there is no requirement regarding the percentage of the current daily DRI which an individual meal must provide, a second and third meal shall be balanced and proportional in calories and nutrients.</p> <p>Meals provided to individuals through means tested programs such as Medicaid Title XIX Waiver Meals or other programs such as state-funded means tested programs are excluded from NSIP Meals.</p>
Homemaker	1 hour	Providing assistance to persons having difficulty with but not limited to one or more of the following instrumental activities of daily living: preparing meals, shopping for personal items, managing money, using the telephone, or doing light housework.

SERVICE	UNIT MEASURE	DEFINITION
Information and Assistance	1 consumer contact	A service for <u>older individuals (lowans 60 years +)</u> or <u>individuals age 18 or older with a disability</u> that (a) provides the individual with current information on opportunities and services available to the individual within his or her community, including information relating to assistive technology; (b) assesses the problems and capacities of the individual; (c) links the individual to the opportunities and services that are available; (d) to the maximum extent practicable, ensures that the individual receives the services needed by the individual, and are aware of the opportunities available to the individual, by establishing adequate follow-up procedures. Information & Assistance is an individual, one-on-one contact between a consumer and a service provider.
Legal Assistance	1 hour	Provision of legal advice, counseling, and representation by an attorney or other person acting under the supervision of an attorney.
Material Aid	1 consumer contact	Aid in the form of goods or services such as food, smoke detectors, eyeglasses, Emergency Response Systems, security devices, etc.
Nutrition Counseling	1 session per consumer	Provision of individualized advice and guidance to individuals, who are at nutritional risk, because of their health or nutritional history, dietary intake, medications use or chronic illnesses, about options and methods for improving their nutritional status, performed by a licensed registered dietician in accordance with state law and policy.
Nutrition Education	1 session per consumer	A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise.

SERVICE	UNIT MEASURE	DEFINITION
Options Counseling	1 hour	<p>A service for <u>older individuals (lowans 60 years +)</u> or <u>individuals age 18 or older with a disability.</u></p> <p>Service of providing an interactive process where individuals receive guidance in their deliberations to make informed choices about long-term supports, provided by an Options Counselor in accordance with current State law and policy. The process is directed by the individual and may include others that the individual chooses or those that are legally authorized to represent the individual.</p> <p>Options Counseling may include but is not limited to the following: (1) A personal interview and assessment to discover strengths, values, and preferences of the individual and screenings for entitlement program eligibility, (2) a facilitated decision-making process which explores resources and service options and supports the individual in weighing pros and cons, (3) developing action steps toward a goal or a long-term support plan and assistance in applying for and accessing support options, and (4) follow-up to ensure supports and decisions are assisting the individual.</p>
Outreach	1 consumer contact	One on one interventions initiated by an agency or organization for the purpose of identifying potential consumers and encouraging their use of existing services and benefits.
Personal Care	1 hour	Providing personal assistance, stand-by assistance, supervision or cues for persons having difficulties with but not limited to one more of the following activities of daily living: eating, dressing, bathing, toileting, and transferring in and out of bed/chair, and walking.
Training & Education	1 Activity	<p>Activities meant to impart knowledge, experience, or skills to an individual or group. Topics may include:</p> <ul style="list-style-type: none"> • Information about and assistance in obtaining rights or benefits for individuals 60+. • Aging policies, trends, programs, services, laws. <p>Activities may include forums, outreach events, articles (electronic or print), newsletters, webinars, group training, speaking engagements, or media outreach.</p>

SERVICE	UNIT MEASURE	DEFINITION
Transportation	1 one-way trip	Provision of a means of transportation for a person who requires help in going from one location to another, using a vehicle. Does not include any other activity.

Appendix C

Family Caregiver Services

The services listed below are for Family Caregivers and Grandparent or Other Older Relative Caregivers.

SERVICE	UNIT MEASURE	DEFINITION
Access Assistance	1 consumer contact	<p>A service that assists caregivers in obtaining access to the services and resources available within their communities. To the maximum extent practicable, it ensures that the individuals receive the services needed by establishing adequate follow-up procedures.</p> <p>Note: Information and assistance to caregivers is an access service, i.e., a service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures.</p>
Counseling	1 session per consumer	<p>Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals, caregiver support and support groups, and caregiver training (of individual caregivers and families).</p>
Home Delivered Meal	1 meal	<p>A meal provided to an eligible consumer or other eligible participant at the consumer's place of residence. A meal which: (a) complies with the Dietary Guidelines for Americans (published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture); (b) provides, if one meal is served, a minimum of 33 and 1/3 percent of the current Dietary Reference Intake (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy Sciences; (c) provides, if two meals are served, together, a minimum of 66 and 2/3 percent of the current daily DRI, although there is no requirement regarding the percentage of the current daily DRI which an individual meal must provide, a second meal shall be balanced and proportional in calories and nutrients; and (d) provides, if three meals are served, together, 100 percent of the current daily DRI, although there is no requirement regarding the percentage of the current daily DRI which an individual meal must provide, a second and third meal shall be balanced and proportional in calories and nutrients.</p> <p>Meals provided to individuals through means tested programs such as Medicaid Title XIX Waiver Meals or other programs such as state-funded means tested programs are excluded from NSIP Meals.</p>

SERVICE	UNIT MEASURE	DEFINITION
Information Services	1 activity	<p>A service for caregivers that provides the public and individuals with information on resources and services available to the individuals within their communities.</p> <p>Note: Service units for information services are for activities directed to large audiences of current or potential caregivers such as disseminating publications, conducting media campaigns, and other similar activities.</p>
Options Counseling	1 hour	<p>Service of providing an interactive process where individuals receive guidance in their deliberations to make informed choices about long-term supports, provided by an Options Counselor in accordance with current State law and policy. The process is directed by the individual and may include others that the individual chooses or those that are legally authorized to represent the individual. Options Counseling may include but is not limited to the following: (1) A personal interview and assessment to discover strengths, values, and preferences of the individual and screenings for entitlement program eligibility, (2) a facilitated decision-making process which explores resources and service options and supports the individual in weighing pros and cons, (3) developing action steps toward a goal or a long-term support plan and assistance in applying for and accessing support options, and (4) follow-up to ensure supports and decisions are assisting the individual.</p>
Respite Care	1 hour	<p>Services which offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite Care includes: (a) In-home respite (personal care, homemaker, and other in-home respite); (b) respite provided by attendance of the care recipient at a senior center or other nonresidential program; (c) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver; and (for grandparents caring for children) summer camps. If the specific service units purchased via a direct payment (cash or voucher) can be tracked or estimated, report those service unit hours. If not, a unit of service in a direct payment is one payment.</p>

SERVICE	UNIT MEASURE	DEFINITION
Self-Directed Care	1 consumer contact	<p>An approach to providing services (including programs, benefits, supports, and technology) under this Act intended to assist an individual with activities of daily living, in which (A) such services (including the amount, duration, scope, provider, and location of such services) are planned, budgeted, and purchased under the direction and control of such individual; (B) such individual is provided with such information and assistance as are necessary and appropriate to enable such individual to make informed decisions about the individual's care options; (C) the needs, capabilities, and preferences of such individual with respect to such services, and such individual's ability to direct and control the individual's receipt of such services, are assessed by the area agency on aging (or other agency designed by the area agency on aging involved); (D) based on the assessment made under subparagraph (C), the area agency on aging (or other agency designated by the area agency on aging) develops together with such individual and the individual's family, caregiver (as defined in paragraph (18)(B)), or legal representative – (i) a plan of services for such individual that specifies which services such individual will be responsible for directing; (ii) a determination of the role of family members (and others whose participation is sought by such individual) in providing services under such plan; and (iii) a budget for such services; and (E) the area agency on aging or State agency provides for oversight of such individual's self-directed receipt of services, including steps to ensure the quality of services provided and the appropriate use of funds under this Act. <i>From Section 102(46) of the Older Americans Act of 1965, as amended.</i></p>
Supplemental services	1 consumer contact	<p>Services provided on a limited basis to complement the care provided by caregivers. Examples of supplemental services include, but are not limited to, home modifications, assistive technologies, emergency response systems, and incontinence supplies. Home delivered meals provided as Supplemental Services shall be reported as Home Delivered Meals and meet the Home Delivered Meal definition.</p>