



Iowa Department of Human Services

REQUEST FOR PROPOSAL (RFP)

Community Adolescent Pregnancy Prevention (CAPP) Program  
Local Service Project Contracts  
ACFS 20-004

**AMENDMENT 3 – REDLINE**  
**February 1, 2019**

Michelle Muir  
1305 E Walnut St.  
ACFS - 5th Floor NE  
Des Moines, IA 50319  
Phone: 515-281-8785  
mmuir@dhs.state.ia.us

## Contents

<b>RFP Purpose</b> .....	<b>3</b>
<b>Procurement Timetable</b> .....	<b>3</b>
<b>Section 1 Background and Scope of Work</b> .....	<b>4</b>
<b>Section 2 Basic Information About the RFP Process</b> .....	<b>16</b>
<b>Section 3 How to Submit A Bid Proposal: Format and Content Specifications</b> .....	<b>23</b>
<b>Section 4 Evaluation Of Bid Proposals</b> .....	<b>29</b>
<b>Attachment A: Release of Information</b> .....	<b>31</b>
<b>Attachment B: Primary Bidder Detail &amp; Certification Form</b> .....	<b>32</b>
<b>Attachment C: Subcontractor Disclosure Form</b> .....	<b>34</b>
<b>Attachment D: Additional Certifications</b> .....	<b>36</b>
<b>Attachment E: Certification and Disclosure Regarding Lobbying</b> .....	<b>39</b>
<b>Attachment F: Intent to Apply</b> .....	<b>41</b>
<b>Attachment G: CAPP Project Proposal Cover Sheet and Checklist – ACFS 20-004</b> .....	<b>42</b>
<b>Attachment H: CAPP Project Proposal Form</b> .....	<b>44</b>
<b>Attachment I: CAPP Projected Service Delivery &amp; Budget Form</b> .....	<b>49</b>
<b>Attachment J: Iowa Adolescent Pregnancy Risk Index Summary</b> .....	<b>49</b>
<b>Attachment K: FY 2020 CAPP RFP Data and Tier Assignment</b> .....	<b>49</b>
<b>Attachment L: Community Coalition Charter Guidance</b> .....	<b>50</b>
<b>Attachment M: Community Coalition Charter Template</b> .....	<b>53</b>
<b>Attachment N: Minority Impact Statement</b> .....	<b>55</b>
<b>Attachment O: Map of Current CAPP Counties</b> .....	<b>56</b>
<b>Attachment P: Funding Distribution by County</b> .....	<b>58</b>
<b>Attachment Q: Sample Contract</b> .....	<b>61</b>
<b>Attachment R: School Agreement Letter or Memorandum of Understanding (MOU) Template</b> .....	<b>84</b>

***RFP Purpose.***

The Community Adolescent Pregnancy Prevention (CAPP) Program is an Agency initiative established for the purpose of reducing the number of births to Adolescents in Iowa. The purpose of this Request for Proposal (RFP) is to solicit Proposals from qualified Bidders to implement effective strategies to reduce the rate of births to Adolescents in Iowa and to decrease Risk Factors associated with Adolescent pregnancy. Successful Bidders shall deliver comprehensive Program services to include a continuum of Primary, Secondary and Tertiary Prevention efforts.

The RFP seeks to secure Contractors that will work to reduce the rates of Adolescent pregnancy and Adolescent childbearing in Iowa communities by implementing Evidence-Based, Comprehensive Adolescent Pregnancy Prevention strategies to youth in Iowa, inclusive of gender identity and gender expression, with specific attention and programming offered to High-risk/high need populations.

Services provided as a result of this procurement are to be provided to Adolescents (non-pregnant, pregnant, or parenting), parents/caregivers, and community members including but not limited to, youth-serving organizations, Out-of-Home Placement residential facilities for Adolescents, schools, and/or faith communities, in order to build capacity to effectively implement Comprehensive Adolescent Pregnancy Prevention strategies.

***Duration of Contract.***

The Agency anticipates executing multiple Contracts that will have an initial two-year contract term with the ability to extend for up to one additional one-year terms. The Agency will have the sole discretion to extend the Contracts. The initial Contract performance period will be July 1, 2019 through June 30, 2021.

***Available Funding.***

The State Fiscal Year (SFY) 2019 Health and Human Services appropriations bill (Senate File 2418) allocated \$1,913,203 of TANF block grant funding (100% federal) to the CAPP Program. This budget also supports the Program Administration and Program Evaluation Contracts. The amount anticipated for local service Projects awarded under this RFP is approximately \$1.55 million per SFY. The intention of the Agency is to fund multiple Contracts across the state. Based on limited funding, and dependent upon the total amount in requests, some awards may not be funded at 100%.

<b>Procurement Timetable</b>
------------------------------

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

<b>Event</b>	<b>Date</b>
Agency Issues RFP Notice to Targeted Small Business Website (48 hours)	<b>January 7, 2019</b>
Agency Issues RFP to Bid Opportunities Website	<b>January 9, 2019</b>
Bidders' Conference Will Be Held on the Following Date and Time <i>(See Section 2.6 for more information)</i>	<b>January 15, 2019 1:00pm</b>
Bidder Letter of Intent to Bid Due By	<b>January 22, 2019 1:00pm</b>
Bidder Written Questions Round One Due By	<b>January 22, 2019 1:00pm</b>
Bidder Written Questions Round Two Due By	<b>February 12, 2019 1:00pm</b>
Agency Responses to Round One Questions and Questions Received at the Bidder's Conference Issued By	<b>February 1, 2019</b>

Agency Responses to Round Two Questions Issued By	<b>February 18, 2019</b>
<b>Bidder Proposals and any Amendments to Proposals Due By</b>	<b>March 11, 2019 1:00pm</b>
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	<b>May 17, 2019</b>
Contract Negotiations and Execution of the Contract Completed	<b>June 28, 2019</b>
Anticipated Start Date for the Provision of Services	<b>July 1, 2019</b>

**Section 1 Background and Scope of Work**

**1.1 Background**

In 1987, Iowa’s Governor brought together a broad-based group of Stakeholders to determine the top problem areas facing Iowa in the future. One of the areas of concern identified was unplanned Adolescent pregnancy. The Iowa Legislature then appropriated funds to the Iowa Department of Human Services (IDHS) for multiple pilot project efforts (including what is now the Community Adolescent Pregnancy Prevention Program) to reduce Adolescent pregnancy [1987 Iowa Acts, Chapter 234, Section 203(1)(i)].

**1.1.2 Information and current data on Adolescent Pregnancy**

According to the Centers for Disease Control and Prevention (CDC) Adolescent pregnancies continue to be in decline nationwide. The reasons for the decline are not directly evident, however, it is suggested the declines are due to more youth abstaining from sexual activity, and the youth that are sexually active are using birth control. With that said, U.S. teen pregnancy rates are still substantially higher than in other western industrialized nations.

Nationally, the adolescent Birth Rate for Hispanic teens is more than two times higher than non-Hispanic white teens and the Birth Rate of non-Hispanic black teens was almost twice as high as the rate among non-Hispanic white teens. In addition, teens in the child welfare systems (including those in Out-of-Home placement facilities) are more than twice as likely to become pregnant than those teens not in the foster care system (according to national data). In Iowa these Disparity rates are even higher than those national rates (at 2.2 and 2.8, respectively), as evidenced by the following data from calendar year 2015.

<b>Mother's race/ethnicity (under 20 yrs.)<sup>1</sup></b>	<b>Annual Teen Births<sup>1</sup></b>	<b>% of all Teen Births</b>	<b>% Iowa female youth pop<sup>2</sup></b>	<b>Disparity Rate</b>
<b>White</b>	1,225	75%	88.33%	<b>0.85</b>
<b>African-American/Black</b>	213	13%	4.64%	<b>2.80</b>
<b>Asian or Pacific Islander</b>	37	2.3%	2.96%	<b>0.77</b>
<b>Other*</b>	157	9.6%	3.8%	<b>2.36</b>
<b>Hispanic (Not included in total, ALL races)</b>	303	18.6%	8.45%	<b>2.20</b>
<b>Total</b>	1,632			

\*Includes multiple races, as well as American Indian/Alaska Native (Data sources coded differently)

<sup>1</sup> Iowa Department of Public Health Vital Statistics, Source: <http://idph.iowa.gov/health-statistics/data>

<sup>2</sup>Iowa Data Center, specific pull for females age 12-19 by race in CY 2015

Source agency name: U.S. Census Bureau

Source agency program: Population Division

Source agency contact: (301) 763-2422, <https://www.census.gov/programs-surveys/popest.html>

Source agency release date: June 22, 2017

Date added to State Data Center Web site: June 22, 2017

State Data Center contact information: State Library of Iowa, State Data Center Program, <http://www.iowadatacenter.org> 800-248-4483, [census@iowa.gov](mailto:census@iowa.gov)

Additional Risk factors and concerns with Adolescent pregnancies as reported by the Annie E. Casey Foundation ([www.kidscount.org](http://www.kidscount.org)) highlight that “Teenage childbearing can have long-term negative effects for both the mother and newborn. Teens are at higher Risk of bearing low-birthweight and preterm babies and their babies are far more likely to be born into families with limited educational and economic resources, which function as barriers to future success.”

Looking again to Iowa specific data, a recent study conducted through Iowa State University (in partnership with Youth Policy Institute of Iowa and other Stakeholders), illustrates these disparate outcomes for youth involved in the foster care system in Iowa. The following excerpt is taken from the study’s executive summary:

*“This report details research findings from an empirical study that utilized quantitative data from surveys and qualitative data from focus groups conducted with youth age 18-26 years who had been in foster care at some point prior to age 18. Findings from this research indicated that:*

- (1) many youth started their sexual experiences at early ages (i.e., < age 14) and had multiple partners and pregnancies;*
- (2) the primary sources of information about reproductive health and sexuality were from school classes, online, and sometimes parents, but very little information (if any) came from DHS, foster care workers, or Aftercare Advocates;*
- (3) while youth overwhelmingly reported that it was a shared responsibility to prevent pregnancy (92.5%), only 22% reported always using birth control (and there were no differences between males and females);*
- (4) the majority of females wished they had waited to have sex (68%); and*
- (5) while the majority of females reported receiving early and consistent prenatal care, few females or males participated in birthing or parenting classes. Findings also highlight the strength of a mixed methods approach that offered more nuanced understanding of the experiences of youth who were pregnant or parenting. These findings suggest important recommendations, including:*
  - Reinforcing information provided by schools/classes about pregnancy prevention and the implications of parenting for youth in foster care through other channels;*
  - Having support groups specifically for youth in foster care. These groups should focus both on sharing and discussing information about reproductive health with a focus on contraception, as well as provide opportunities for young parents to support one another (e.g., share resources, lessons learned, and other strategies to help build self-sufficiency); and*
  - Introducing information about paternity establishment and its importance.*
  - Providing opportunities for co-parenting training and support.”*

Used with permission: *Pregnancy and Parenting among Iowa Youth Transitioning from Foster Care: Survey and Focus Group Results*, Iowa State University, J. Melby, H. Rouse, T. Jordan, & C. Weems, September 7, 2018.

### ***1.1.3 Community Adolescent Pregnancy Prevention (CAPP) Program Overview***

The CAPP Program was designed with the following intent:

*“Services are to be provided to adolescents and their parents for the purpose of preventing adolescent pregnancy; to adolescents who are either pregnant or parenting to prevent subsequent pregnancies, promote self-sufficiency and physical and emotional well-being; and to communities to assist them in addressing issues of adolescent pregnancy.”* ([Iowa Admin. Code Ch. 441-163](#))

Iowa Administrative Chapter 441-163 also identifies specific requirements of the Program as it relates to the local CAPP grants. Specifically, it states the following:

- 163.3(12) Community adolescent pregnancy prevention grants will be awarded to projects providing:**
- a. Broad-based representation from community or regional representatives including, but not limited to, schools, churches, human service-related organizations, and businesses.**
  - b. Comprehensive programming focusing on the prevention of initial pregnancies during the adolescent years. Projects may provide one or more of the following services:**
    - 1) *Workshops and informational programs for adolescents and parents of adolescents to improve communication between children and parents regarding human sexuality issues.*
    - 2) *Programs that focus on the prevention of initial pregnancies through responsible decision making in relationships. These programs should be comprehensive with emphasis on, but not limited to, abstinence, risks associated with drug and alcohol use, contraceptives and associated failure rates, sexually transmitted diseases, and AIDS.*
    - 3) *Programs which use peer counseling or peer education techniques for the prevention of adolescent pregnancies.*
    - 4) *Development and distribution of informational material designed to discourage adolescent sexual activity, to provide information regarding acquired immune deficiency syndrome and sexually transmitted diseases, and to encourage male and female adolescents to assume responsibility for their sexual activity and parenting.*
  - c. Services to pregnant and parenting adolescents. Not more than 25 percent of a community grant may be used for these services. Projects may provide one or more of the following services:**
    - 1) *Programs intended to prevent an additional pregnancy by a parent who is less than 19 years of age. Preference in grant awards will be given to programs providing incentives to clients for their program participation and success in avoiding a subsequent pregnancy.*
    - 2) *Programs for pregnant or parenting teens intended to educate adolescents concerning the risks associated with alcohol and other drug use during pregnancy, improve parenting skills, and plan for the future.*
    - 3) *Programs for young fathers.*
    - 4) *Development and distribution of informational material designed to encourage male and female adolescents to assume responsibility for their sexual activity and parenting,”* (Iowa Administrative Code r. 441-163.3(12)).

In accordance with the current Administrative Code language, the Deliverables outlined in the Scope of Work within this RFP focus primary on those 3 areas identified in Administrative Code:

- a. Broad-based representation from community or regional representatives including, but not limited to, schools, churches, human service-related organizations, and businesses;
- b. Comprehensive programming focusing on the prevention of initial pregnancies during the adolescent years; and
- c. Services to pregnant and parenting adolescents (limited to no more than 25% of any award).

### **1.2 RFP General Definitions.**

Definitions in this section correspond with capitalized terms in the RFP.

“Agency” means the Iowa Department of Human Services.

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

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

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

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

***Definitions Specific to this RFP.***

**“AIDS”** means Acquired Immunodeficiency Syndrome.

**“Adolescent”** means a person under 18 years of age or a person 18 years of age or older who is attending an accredited high school or pursuing a course of study that will lead to a high school diploma or its equivalent.

**“Age-appropriate”** means topics, messages, and teaching methods suitable to particular ages or age groups of children and Adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group (per Iowa Code § 279.50).

**“Authorized Representative/s”** means the person on behalf of the organization or local agency instructed, given responsibility, and obligated to sign a binding Contract.

**“Bidders”** means the agencies or organizations that submit Proposals in response to this Request for Proposals.

**“Birth Rate”** means the rate of births per 1,000 females aged 15-19 years (2013-2016). This information is available for the state of Iowa and each county (see Attachment K).

**“Business Day”** means any day other than a Saturday, Sunday, or State holiday as specified by Iowa Code § 1C.2.

**“Child(ren) with a Disability”** as defined in section 602 of the Individuals with Disabilities Education Act, means a child — (i) with intellectual disabilities, hearing impairments (including deafness), speech or language impairments, visual impairments (including blindness), serious emotional disturbance (referred to in this chapter as “emotional disturbance”), orthopedic impairments, autism, traumatic brain injury, other health impairments, or specific learning disabilities; and (ii) who, by reason thereof, needs special education and related services (20 U.S.C., 1401).

**“Coalition”** or **“Community Coalition”** means broad-based representation from community or regional representatives including, but not limited to, schools, churches, human service-related organizations, and businesses (as required under Iowa Admin. Code Chapter 441-163 for Project eligibility). The Coalition is intended to enhance collaboration within a community to coordinate services, and to reduce the likelihood of service duplication.

**“Coalition Charter”** means a written instrument that creates and defines the Community Coalition. See details in Community Coalition Charter Guidance

**“Community Adolescent Pregnancy Prevention (CAPP) Program”** or **“Program”** means that Program established by Iowa Acts and outlined in Iowa Administrative Code Chapter 441-163. Use of either term in the

context of this Request for Proposals refers to the Program as a whole rather than individual Projects funded under the Program.

**“Community”** means a defined Service Area.

**“Comprehensive Adolescent Pregnancy Prevention”** means holistic age/developmentally-appropriate programming to Adolescents, caregivers, communities, and other youth serving professionals that has demonstrated effectiveness in the reduction of Adolescent births. Comprehensive Adolescent Pregnancy Prevention programming most often includes, but is not necessary limited to, components of Comprehensive Sexual Health Education, youth development, basic life skills, healthy relationships, social-emotional learning, service learning, and family/caregiver engagement.

**“Comprehensive Sexual Health Education”** means Age-appropriate, medically accurate, Research-based information on a broad set of topics related to sexuality including human development, relationships, decision making, abstinence, contraception, and sexually transmitted disease prevention. It is an approach to human sexuality education that views sexuality holistically within the context of an individual’s physical, emotional, social, and, sometimes, spiritual development. It seeks to equip young people with the essential, Age-appropriate knowledge, attitudes, skills, and values necessary for the healthy, responsible expression of one’s sexuality in adolescence and adulthood. This definition includes all gender identities and gender expressions. (LGBTQ+)

**“Continuous Quality Improvement (CQI)”** means the complete process of identifying, describing, and analyzing strengths and problems and then testing, implementing, learning from, and revising solutions. It relies on an organizational and/or system culture that is proactive and supports continuous learning.

**“Contract Manager”** means the Agency staff person assigned to monitor and manage any Contract that results from this solicitation.

**“Contract Owner”** means the Agency administrative official who has the authority to make decisions related to the Contract on behalf of the Agency.

**“County Award Ceiling”** means the maximum amount of money available per county.

**“Cultural Competence”** means the ability of individuals and systems to respond respectfully and effectively to people of all cultures, classes, races, ethnic backgrounds, sexual orientations, and faiths or religions in a manner that recognizes, affirms, and values the worth of individuals, families, tribes, and communities, and protects and preserves the dignity of each. (Source: Child Welfare League of America, 2001) Cultural competence is a continuous process of learning about the differences of others and integrating their unique strengths and perspectives into our lives.

**“Disproportionate Representation” or “Disparity(-ies)”** means that a racial or ethnic group has a higher, or lower, incidence or percentage of involvement in the various levels of the Child welfare system in a defined area than the racial or ethnic group’s percentage of the total population in the defined area. For specific information as it relates to disparities in Adolescent pregnancy please see: <https://www.cdc.gov/teenpregnancy/about/social-determinants-disparities-teen-pregnancy.htm>.

**“Program Evaluator”** means the entity contracted by the Agency to evaluate the Program. Currently, this is the University of Northern Iowa, Center for Behavioral Research; College of Social and Behavioral Sciences.

**“Evidence-Based Practices/Programs”** means practices or service approaches whose effectiveness at achieving desired outcomes for specific target populations of Adolescents and families has been substantiated or validated by some sort of independent empirical research. Information on Evidence-Based services can be obtained in a variety of ways, including through contacts with various public and private organizations that collect and disseminate service information. Examples of such organizations include: The Child Welfare League of America, the American Public Human Services Association (APHSA), the Center for the Study of Social Policy (CSSP), the Casey Foundation, Casey Family Services, the U.S. Department of Health and Human Services, the Centers



for Disease Control (CDC), and university schools of social work. A specific list of programs with evidence of effectiveness in preventing Adolescent pregnancy can be located here:

<https://tppevidencereview.aspe.hhs.gov/EvidencePrograms.aspx>.

**“Evidence-Informed Practices/Programs”** means practices that are very similar to Evidence-Based, but the level of evidence supporting the programs or practices is not as strong. These programs are emerging or promising in their design. Evidence-Informed Practice allows for innovation, while still incorporating lessons learned from the existing research literature.

**“Fidelity”** means the extent to which delivery of an intervention adheres to the protocol or program model originally developed.

**“High-risk” or “Risk” or “Risk Factors”** means conditions in individual Adolescents, families, and communities that, when present, increase the probability or likelihood of Adolescent pregnancy. Common Risk Factors for Adolescent pregnancy include youth in Residential Out-of-Home Placement settings, youth with developmental disabilities (see “Children with a Disability” definition), youth with mental health and/or substance abuse issues, youth living in poverty, youth with a mother who was an Adolescent parent, and ethnic/racial minorities, among others.

**“Implementation”** means one full curriculum provided to one class section, starting with module 1 and ending with the final module. For instance, if you have three different class sections, all receiving a full series of 8 modules from a single curriculum, you have three Implementations.

**“Indirect (Facilities and Administration or F&A) Costs”** means costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of Indirect expenses to the cost objectives served, it may be necessary to establish several pools of Indirect (F & A) Costs. Indirect (F&A) Cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived (45 CFR Part 75.2). TANF rules place a cap of 15% on Indirect Costs to states. This limit will be passed on to any awarded Contractor.

**“Match Requirement” or “Match”** means the 5 percent annual budget Match and the increase of 5 percent each subsequent year a Contractor receives funding. In-kind Matches may be applied toward the Contractor Match.

**“Participant”** means any Adolescent, youth, adult, Child, or family who participates in any Project funded under the Community Adolescent Pregnancy Prevention (CAPP) Program.

**“Performance Measures (PM)”** describes what should be measured in terms of completeness, reliability, accuracy, timeliness, quality, and/or cost.

**“Primary Prevention”** means prevention activities that are directed at the general population.

**“Program Administrator”** means the entity contracted by the Agency to provide administrative support services for CAPP, Prevent Child Abuse Iowa (PCAI).

**“Program Improvement Plan (PIP)”** means a plan developed by the Contractor, and agreed upon by the Agency, to address underperformance on certain Program Measures.

**“Project(s)”** mean the individual local service Projects funded under the Community Adolescent Pregnancy Prevention (CAPP) Program, as awarded by the Agency. Included are activities and/or lessons packaged in a purposeful way with the goal of providing information and education in a group, community, or individual setting.

**“Project Contractors” or “Contractors”** means the organizations and subcontractors that have been awarded funding by the Agency for individual Projects under the Program. Project Contractors are chosen by the local Community Coalition to act as the lead organization to provide services in designated Service Area.

**“Protective Factors”** means conditions in individuals, families, and communities that, when present, can mitigate Risk associated with Adolescent pregnancy.

**“Research-based”** means all the following (per Iowa Code § 279.50):

- (1) Complete information that is verified or supported by the weight of research conducted in compliance with accepted scientific methods; recognized as medically accurate and objective by leading professional organizations and agencies with relevant expertise in the field, such as the American college of obstetricians and gynecologists, the American public health association, the American academy of pediatrics, and the national association of school nurses; and published in peer-reviewed journals where appropriate.
- (2) Information that is free of racial, ethnic, sexual orientation, and gender biases.

**“Residential Out-of-Home Placement” or “Out-of-Home Placement”** means youth served or residing in a ~~facility outside of their family home unit~~ DHS-funded out-of-home placement facilities (i.e. congregate care) receiving child welfare services, specifically:

- Child Welfare Emergency Services (CWES) – including shelter beds
- Foster Group Care Services (FGCS)
- Supervised Apartment Living (SAL).

**“RFP”** means a formal Request for Proposals that involves the state Agency soliciting Bids to purchase services through a competitive process.

**“School Agreement Letter” or “Memorandum of Understanding” (MOU)** means a letter from a school administration official, such as principal or Curriculum director, or other agency partners that acknowledges agreement to CAPP programming. This is a requirement for any CAPP programming in a school. Letters must be updated every two years. See Attachment R, School Agreement Letter / Memorandum of Understanding (MOU).

**“Secondary Prevention”** means prevention activities with a High-Risk focus that are offered to populations that have one or more Risk Factors associated with Adolescent Pregnancy.

**“Service Area”** means the Bidder’s proposed region to deliver CAPP services. This can be one county or multiple counties in Iowa. For the basis of this RFP, the Service Area should not exceed 8 counties receiving CAPP funding under a single Contract. Bidders may submit multiple Bid Proposals representing different Service Areas. Bid Proposals serving multiple counties may include more than one Coalition.

**“Stakeholder”** means a person or group with an interest in a Project and/or cause and who affects or can be affected by an organization’s actions. CAPP Stakeholders include but are not limited to Adolescents, schools, faith communities, human service related organizations, Out-of-Home placement agencies, and businesses.

**“State Fiscal Year (SFY)” or “Fiscal Year”** means the 12-month period for which CAPP Program funds are appropriated, beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> of the following calendar year.

**“Temporary Assistance to Needy Families (TANF)”** means the federal assistance program that was created by the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996. TANF block grant funds are the source of funding for the Program. For additional information on laws and regulations associated with TANF (Title IV, Part A of the Social Security Act), please see the following website: <https://www.acf.hhs.gov/ofa/programs/tanf/laws-regulations>

**“Tertiary Prevention”** means prevention services provided to pregnant or parenting Adolescents in an effort to prevent subsequent pregnancies.

### ***1.3 Scope of Work***

#### **1.3.1 Deliverables, Performance Measures, and Monitoring Activities.**

To meet requirements for the CAPP Program, as outlined in the State of Iowa Administrative Code Chapter 441-163, the Contractor shall provide the following Deliverables:

##### **1.3.1.1. Community Coalition Building and Enhancement**

The Contractor shall participate in a broad-based community Coalition that includes a focus on Adolescent pregnancy prevention (whether the focus is singular or part of another broader community coalition). It is the responsibility of the Contractor to participate in the Community Coalition, up to and including direct facilitation, if necessary, for the purposes of:

- Cross sharing of relevant information,
- Identifying/assessing Community needs, resources, and gaps in service,
- Ensuring services are not duplicative,
- Coordinating service provision, and
- Leveraging various sources of funding (whether private, local, state, or federal) and other supportive resources.

**Deliverable:** The Contractor shall develop a formal structure for their CAPP Coalition and document broad-based, interdisciplinary representation within the proposed Service Area following Charter Guidance and Charter Template to be provided by the Program Administrator on or before July 1, 2019 (see Attachments L and M for draft documents).

##### **Performance Measures for Community Coalition Building and Enhancement**

**PM 1** – The Contractor shall complete and submit their initial Coalition Charter following the Charter Guidance and Template, with signatures of membership, to the Program Administrator no later than June 20, 2020.

**PM 2** – The Contractor shall complete/update the Charter annually including membership signatures and submit to the Program Administrator by June 20, 2021 and June 20, 2022 (Charters may be amended at other dates as needed).

**PM 3** – The Contract shall document full membership (7 of 9 members) as described in the Charter Guidance by January 1, 2021.

**PM 4** - The Contractor shall participate in Coalition meetings, that include a focus on Adolescent Pregnancy Prevention, a minimum of quarterly (i.e., once every three months) each year of the Contract.

##### **1.3.1.2 Comprehensive Adolescent Pregnancy Prevention Programs**

The Contractor shall provide Comprehensive Adolescent Pregnancy Prevention services to Adolescents, parents/caregivers of Adolescents, youth-serving adults, and/or community Stakeholders that prioritize Evidence-Based and Evidence-Informed curricula implemented with Fidelity. The following five activities are required under this Deliverable.

###### ***Activity 1 - Adolescent Pregnancy Prevention Programs Implemented with Fidelity***

Comprehensive Program service(s) shall include Agency approved Evidence-Based curricula-based education/programming for Adolescents with demonstrated effectiveness (through empirical research) in preventing Adolescent pregnancies.

**Deliverable:** In year one (July 1, 2019 - June 30, 2020) the Contractor shall deliver at least one full Implementation of a curriculum from List A. In years two (SFY 2020) and three (SFY 2021)

the Contractor shall deliver at least one full Implementation within each County in the Service Area each year.

**List A: \*Curricula for Prevention of Adolescent Pregnancy:**

- Love Notes
- Power Through Choices
- SiHLE
- Teen Outreach Project (TOP)

***Activity 2 – Risk Reducing Programs Implemented with Fidelity***

Comprehensive Program service(s) also include Agency approved Evidence-Based/Evidence-Informed Curricula-based education for Adolescents that focus on associated Risks for Adolescent Pregnancy (including sexual initiation and abstinence).

**Deliverable:** In year one (July 1, 2019 – June 30, 2020) the Contractor shall deliver at least one full Implementation of a curriculum from List B. In years two and three the Contractor shall deliver at least one full Implementation of a curriculum from List B within each county in the Service Area each year.

**List B: \*Curricula for Prevention of Associated Risk Factors including Sexual Initiation and Abstinence:**

- Draw the Line/Respect the Line
- Love Notes
- Promoting Health Among Teens! – Abstinence Only

***Activity 3 – Evidence-Based or Evidence-Informed Comprehensive Sexual Health Education Programs with Fidelity***

Comprehensive program service(s) shall include approved curricula-based Comprehensive Sexual Health Education for Adolescents implemented with Fidelity.

**Deliverable:** In years one, two and three the Contractor shall deliver at least two full Implementations of a curriculum from List C below within the Service Area each year.

**List C: Evidence-Based Comprehensive Sexual Health Education**

- Be Proud! Be Responsible!
- Be Proud! Be Responsible! Be Protective!
- Becoming a Responsible Teen
- ¡Cuidate!
- FLASH
- Making a Difference
- Making Proud Choices
- Promoting Health Among Teens! – Safer Sex
- Rights, Respect, Responsibility (3Rs)
- Safer Choices

\*Evidence-Based curriculum Lists A, B and C are from The Office of Adolescent Health, “Evidence-Based Teen Pregnancy Prevention Programs at a Glance” available at: [http://www.hhs.gov/ash/oah/oah-initiatives/tpp\\_program/db/](http://www.hhs.gov/ash/oah/oah-initiatives/tpp_program/db/). The Agency reserves the right to update the approved curriculum list over the course of the Contract, as new research becomes available.

**Activity 4 - Evidence-Informed Programs and Community Education (without Fidelity)**

Comprehensive program service(s) shall include presentations, workshops and topical programs for Adolescents, parents/caregivers of Adolescents, youth serving adults, and community leadership that may lack rigorous evaluation in the prevention of Adolescent pregnancy but still must be Research-Based and/or Evidence-Informed.

**Deliverable A:** In years one, two and three the Contractor shall deliver at least two presentations, workshops or topical programs as described below within the Service Area each year. Elements of the curricula listed in Lists A, B, or C may be used in part for single topic presentations or with significant adaptations under this Activity. Examples include activities such as:

- a) Topical presentations or programming covering specific issues related to sexual health (i.e., contraception, sexually transmitted diseases, consent), OR
- b) Topical presentations or programming covering non-sexual youth Risk/Protective Factors (i.e., healthy relationships, substance use, life skills), OR
- c) Other programming which may include peer counseling or peer education techniques, serving learning programs, goal/future planning, family programs, or other youth development activities geared toward reducing Risk for Adolescent pregnancy.

**Deliverable B:** In years one, two and three the Contractor shall deliver to all counties in the Service Area, community outreach through the development and distribution of informational material designed to:

- discourage Adolescent sexual activity;
- provide information regarding acquired immune deficiency syndrome and sexually transmitted diseases;
- encourage Adolescents to assume responsibility for their sexual activity and parenting; and
- improve communication between children and parents regarding human sexuality issues.

**Activity 5 - Pregnant and Parenting Adolescent Services**

All Contractors shall provide, at a minimum, resource and referral information to Adolescents who are pregnant or parenting in their Service Area.

**Deliverable:** The Contractor shall during years one, two and three provide resource and referral information to Adolescents, with whom the Contractor engages in the Service Area, that are pregnant or parenting.

**Activity 5 – Comprehensive Pregnant and Parenting Adolescent Services (Optional)**

Contractors serving counties identified as high need for pregnant and parenting Adolescent services (counties averaging 10 or more births to Adolescents each year) may request additional funds allocated to provide specific programming, outlined below, to pregnant and parenting Adolescents. Contractors not receiving pregnant and parenting allocation funds may also provide the programming below with up to 25% of their total Contract value, if awarded.

**Deliverable (required for those requesting additional allocation):** Services shall include educational and support programs intended to reduce the likelihood of an additional pregnancy by a parent who is less than 19 years of age.

**Activity 6 – Out-of-Home Placement (Optional)**

Contractors in areas with Residential Out-of-Home Placement facilities may apply for additional funding to provide services under Activities 1 through 4 to this High-Risk Youth population. Delivery of these services shall be separate from and in addition to services required under Section 1.3.1.2, Activities 1 through 4 to other populations.

**Deliverable (Required for Out-of-Home Placement funding):** To receive the Residential Out-of-Home funding allocation, in addition to services that meet Activities 1 through 4 to other populations, the Contractor shall provide no less than two activities to Adolescents in an Out-of-Home placement facility/ies in their Service Area where an MOU or agency agreement is in place each year of the Contract.

**Performance Measures for Comprehensive Adolescent Pregnancy Prevention Programming**

**PM 1** – By June 30, 2020, complete at least one full Implementation of a curricula from List A with Fidelity and with at least 80% of the number of Participants projected in Contractor’s Bid Proposal.

- By June 30 of year two and three, complete at least one full Implementation of a curriculum from List A with Fidelity (each year) within each county in the Service Area and with at least 80% of the number of Participants projected in Contractor’s Bid Proposal.

**PM 2** – By June 30, 2020, complete at least one full Implementation of a curriculum from List B with Fidelity and with at least 80% of the number of Participants projected in Contractor’s Bid Proposal.

- By June 30 of year two and three, complete at least one full Implementation of a curriculum from List B with Fidelity (each year) within each county in the Service Area and with at least 80% of the number of Participants projected in Contractor’s Bid Proposal.

**PM 3 (Optional)** – For Contractors receiving Out-of-Home Placement Allocation:

- By June 30 of each year one, two, and three, complete at least one full Implementation of a curricula from List A or B with Fidelity and with at least 80% of the projected number of Participants projected in Contractor’s Bid Proposal.

**PM 4-** By June 30 of each year one, two and three, complete at least two full Implementations of a curriculum from List C with Fidelity in the Service Area with at least 80% of the number of Participants projected in Contractor’s Bid Proposal.

**PM 5-** By June 30 of each year one, two and three, complete at least two presentations, workshops or topical programs as described in Activity 4 within each Service Area and with at least 80% the number of Participants projected in Contractor’s Bid Proposal.

**PM 6** – Contractor shall track and report resource and referral services for 100% of Adolescents that have requested information and/or identified as either pregnant or parenting within the Contractor’s Service Area.

**PM 7 (Optional)** – By June 30 of each Contract term, Bidders receiving allocation funds for pregnant and parenting services will deliver service(s) as described Bid Proposal to at least 80% the number of Participants projected within each county in the Service Area identified as high need for pregnant and parenting Adolescents.

**1.3.1.4 1.3.1.3. Additional Project Administration and Reporting Deliverables**

In addition to the Deliverables and Performance Measures outlined above, all Contractors shall meet the following service administration and reporting requirements during all years of the Contract.

**Deliverable A:** The Contractor shall send at least one representative to each of the two (2) CAPP Contractor regional and/or statewide meetings provided by the Program Administrator during each State Fiscal Year.

**Deliverable B:** The Contractor shall participate in at least one Program Administrator site visit (and/or desk audit) and any other Program or technical assistance as requested.

**Deliverable C:** The Contractor, as requested by the Program Administrator, shall submit an application for renewal for year 3 of the Contract (to include any adjustments to budget and/or service projections). The application will be provided on an Agency approved template.

- At this time, Program funds may be reallocated among all Program Contractors based on a number of items, including but not limited to, Contractor performance, reverted funds, and/or additional need throughout the state.
- In order to make determinations on renewals for year 3 (SFY 2022), the Agency and Program Administrator will evaluate each Contractors progress towards meeting Deliverables and Performance Measures in the first 18 months of the initial two-year term (July 1 2019-December 30, 2020).
- Contractors not meeting Performance Measures may be placed on a Program Improvement Plan (PIP), not be renewed for the additional one-year term, and/or have their funding level renegotiated.

**Deliverable D:** The Contractor shall track and report service data and evaluation information to the Program Administrator and/or Program Evaluator as directed. Information includes, but is not limited to:

- Pre/post tests
  - Age and/or grade level of Participants
  - Gender
  - Race/ ethnicity
  - Geographical location (home zip code or county)
- Parent/adult and/or youth surveys
- Fidelity monitoring
- Number of full Implementations
- Number of Participants (youth, parents, community members)
- Curricula used in Service Area
- Pregnant and parenting resource and referral data
- Number, type, location, of all activities/services
- Description, quantity, and location of distribution of materials
- Successes and challenges for each Activity 1-5
- Coalition minutes, agendas, attendance, charter updates
- Additional information to be tracked as determined by the Program Evaluator and Program Administrator

Quarterly reports are due by the 16<sup>th</sup> of each month following the end of the quarter per the schedule below (and each additional SFY). Reports are emailed to the Program Evaluator and Program Administrator. The Agency-approved format for quarterly reports, Program evaluation tools (pre/post-tests, fidelity logs, etc.), and emails for submission will be provided to the Contractor by July 1, 2019.

<u>For the Period:</u>	<u>Reports are due by:</u>
July – September 2019	October 16, 2019

October – December 2019	January 16, 2020
January – March 2020	April 16, 2020
April – June 2020	July 16, 2020

In the event a due date does not fall on a Business day, the report will be due the subsequent Business Day.

**1.3.2 Contract Payment Methodology.**

Contractor shall invoice the Agency monthly for reimbursement of the costs associated with meeting the Deliverables of the Contract. This reimbursement shall be in accordance with the negotiated Contract budget, which the Contractor shall submit based on the final awarded amount, prior to Contract Execution (if the award amount differs from the requested amount or if items in the budget require further clarification).

The Contractor shall inform the Program Administrator and/or Agency within 30 days of any line item shifts in the budget, up to 10%, assuming the shifts do not violate any cost restrictions. In the event the Contractor wishes to shift more than 10% of the Contract value among line items in any SFY (including one single shift or multiple line item shifts that add up to 10%), the Contractor shall seek Agency approval prior to incurring the expenses.

**Distribution of Funding.**

Funds will be distributed through the reimbursement of monthly expenses incurred by the Contractor for services rendered. Monthly claims, with supporting documentation, must be sent directly to the Program Administrator, who shall then forward approved claims to the Agency within ten Business Days of receipt.

**Section 2 Basic Information About the RFP Process**

**2.1 Issuing Officer.**

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

Michelle Muir  
1305 E Walnut St.  
ACFS - 5th Floor NE  
Des Moines, IA 50319  
Phone: 515-281-8785  
mmuir@dhs.state.ia.us

**2.2 Restriction on Bidder Communication.**

From the issue date of this RFP until announcement of the successful Bidder, the Issuing Officer is the point of contact regarding the RFP. There may be no communication regarding this RFP with any State employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the RFP. The Issuing Officer will respond only to questions regarding the procurement process.

**2.3 Downloading the RFP from the Internet.**

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

**2.4 Online Resources.**

Additional State-wide and national data resources related to this RFP are available at the following websites:



<https://www.iowadatacenter.org/data/dhs/foster-care>  
<https://www.iowadatacenter.org/>  
<https://datacenter.kidscount.org/>  
<https://dhs.iowa.gov/reports/child-abuse-statistics>  
<http://idph.iowa.gov/health-statistics/data>  
<https://www.cdc.gov/teenpregnancy/index.htm>  
<https://www.pcaiowa.org/>

### ***2.5 Intent to Bid/apply.***

The Agency requests that Bidders provide their intent to bid to the Issuing Officer by the date and time in the Procurement Timetable. Electronic mail is the preferred delivery method. The intent to bid should include the Bidder's name, contact person, mailing address, electronic mail address, fax number, telephone number, and a statement of intent to submit a bid in response to this RFP. Though it is not mandatory that the Agency receive an intent to bid, the Agency will only respond to questions about the RFP that have been submitted by Bidders who have expressed their intent to bid. The Agency may cancel an RFP for lack of interest based on the number of letters of intent to bid received. It is the Agency's intent to post a list of the "Intents to Apply" that are received in response to this RFP on the Bid Opportunities website.

### ***2.6 Bidders' Conference.***

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

To join the call on the specified date and time, dial the following number **(866) 685-1580** number and use the following conference code when prompted by the system: **6340846241** conference code. January 15, 2019 1:00pm Central Time Zone. The Bidder's Conference will also be available via webinar (using the call conference line for audio):

Please register for ACFS 20-004 Bidder's Conference on Jan 15, 2019 1:00 PM CST at:

<https://attendee.gotowebinar.com/register/8209961361544210945>

After registering, you will receive a confirmation email containing information about joining the webinar.

### ***2.7 Questions, Requests for Clarification, and Suggested Changes.***

Bidders who have provided their intent to bid on the RFP are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (hereafter "Questions") by the due date and time provided in the Procurement Timetable. Bidders are not permitted to include assumptions in their Bid Proposals. Instead, Bidders shall address any perceived ambiguity regarding this RFP through the question and answer process. If the Questions pertain to a specific section of the RFP, the page and section number(s) must be referenced. The Agency prefers to receive Questions by electronic mail. The Bidder may wish to request confirmation of receipt from the Issuing Officer to ensure delivery.

Written responses to questions will be posted at <http://bidopportunities.iowa.gov/> by the date provided in the Procurement Timetable.

The Agency assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP. In addition, the Agency's written

responses to Questions will not be considered part of the RFP. If the Agency decides to change the RFP, the Agency will issue an amendment.

**2.8 Submission of Bid Proposal.**

The Bid Proposal shall be received by the Issuing Officer by the time and date specified in the Procurement Timetable. The Agency will not waive this mandatory requirement. Any Bid Proposal received after this deadline will be rejected and will not be evaluated.

Bid Proposals are to be submitted in accordance with the Bid Proposal Formatting section of this RFP. Bidders mailing Bid Proposals shall allow ample mail delivery time to ensure timely receipt of their Bid Proposals. It is the Bidder's responsibility to ensure that the Bid Proposal is received prior to the deadline. Postmarking or submission to a courier by the due date shall not substitute for actual receipt of the Bid Proposal by the Agency.

**2.9 Amendment to the RFP and Bid Proposal.**

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

If the Bidder amends their Bid Proposal, the amendment shall be in writing and signed by the Bidder. The Bidder shall provide the same number of copies of the amendment as is required for the original Bid Proposal, for both hardcopy and CD-ROM(s) or USB flash drives, in accordance with the Bid Proposal Formatting Section. The amendment must also be submitted on a CD-ROM or USB flash drives. It is a mandatory requirement that the Issuing Officer shall receive any amendments by the deadline for submitting Bid Proposals. However, if the RFP is amended after receipt of proposals, any bid amendment must be received by the deadline set by the Agency.

**2.10 Withdrawal of Bid Proposal.**

The Bidder may withdraw its Bid Proposal prior to the closing date for receipt of Bid Proposals by submitting a written request to withdraw to the Issuing Officer. Electronic mail and faxed requests to withdraw will not be accepted.

**2.11 Costs of Preparing the Bid Proposal.**

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

**2.12 Rejection of Bid Proposals.**

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

**2.13 Review of Bid Proposals.**

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

**2.13.1 Mandatory Requirements.**

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

- The Issuing Officer must receive the Bid Proposal, and any amendments thereof, prior to or on the due date and time (See RFP Sections 2.8 and 2.9).
- The Bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funding by any federal department or agency (See RFP Additional Certifications Attachment).

### **2.13.2 Reasons Proposals May be Disqualified.**

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

- Bidder initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer (See RFP Section 2.2);
- Bidder fails to comply with the RFP's formatting specifications so that the Bid Proposal cannot be fairly compared to other bids (See RFP Section 3.1);
- Bidder fails, in the Agency's opinion, to include the content required for the RFP;
- Bidder fails to be fully responsive in the Bidder's Approach to Meeting Deliverables Section, states an element of the Scope of Work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the Scope of Work specifications (See RFP Section 3.2.4);
- Bidder's response materially changes Scope of Work specifications;
- Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.3);
- Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See RFP Section 3.1);
- Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7); or
- Bidder fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.
- The Bidder's Cost Proposal adheres to any pricing restrictions regarding the Project budget or administrative costs (See RFP Section 3.3).

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

### **2.14 Bid Proposal Clarification Process.**

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

### **2.15 Verification of Bid Proposal Contents.**

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

### **2.16 Reference Checks.**

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

**2.17 Information from Other Sources.**

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

**2.18 Criminal History and Background Investigation.**

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

**2.19 Disposition of Bid Proposals.**

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

**2.20 Public Records and Request for Confidential Treatment.**

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

The Agency will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code chapter 22 or other applicable law by a court of competent jurisdiction.

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

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

**2.21 Copyrights.**

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

**2.22 Release of Claims.**

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

**2.23 Reserved. (Presentations)**

**2.24 Notice of Intent to Award.**

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

**2.25 Acceptance Period.**

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

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

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

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

The Agency must receive the written request for reconsideration within five days from the date of the notice of disqualification or notice of intent to award decision, whichever is earlier. The written request may be mailed, emailed, or delivered. It is the Bidder's responsibility to assure timely delivery of the request for reconsideration. The request for reconsideration shall clearly and fully identify all issues being contested by reference to the page and section number of the RFP. If a Bidder submitted multiple Bid Proposals and requests that the Agency reconsider a notice of disqualification or notice of intent to award decision for more than one Bid Proposal, a separate written request shall be submitted for each. At the Agency's discretion, requests for reconsideration from the same Bidder may be reviewed separately or combined into one response. The Agency will expeditiously address the request for reconsideration and issue a decision. The Bidder may choose to file an appeal with the Agency within five days of the date of the decision on reconsideration in accordance with 441 IAC 7.41 et seq.

**2.27 Definition of Contract.**

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

**2.28 Choice of Law and Forum.**

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

**2.29 Restrictions on Gifts and Activities.**

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

**2.30 Exclusivity.**

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

**2.31 No Minimum Guaranteed.**

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

**2.32 Use of Subcontractors.**

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

**2.33 Bidder Continuing Disclosure Requirement.**

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

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

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

**3.1 Bid Proposal Formatting.**

<b>Subject</b>	<b>Specifications</b>
<b>Paper Size</b>	8.5" x 11" paper (one side only). Charts or graphs may be provided on legal-sized paper.
<b>Font</b>	Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial.
<b>Page Limit</b>	The CAPP Project Proposal form (Attachment H) is limited to 20 pages (with the exception of the final page which includes a list of Coalition members). CAPP Budget form (Attachment I), and all other RFP Forms and Attachments will not count toward the page limit.
<b>Pagination</b>	<ul style="list-style-type: none"> <li>• The following page numbering requirements shall be adhered to for bid proposal submission:               <ul style="list-style-type: none"> <li>○ Attachment H, CAPP Project Proposal Form, Section 1 through Section 7 are to be sequentially numbered from beginning to end.</li> <li>○ Attachment H, CAPP Project Proposal Form, Section 3E shall be sequentially numbered from beginning to end.</li> <li>○ All pages of Attachment I, CAPP Projected Service Delivery &amp; Budget Form, have been pre-numbered. Numbering must be shown on the bid proposal submission.</li> <li>○ All submissions of Attachment C, Subcontractor Disclosure Form, shall be numbered sequentially and shall indicate the total number of Subcontractor Disclosure Forms being submitted (i.e. <i>1 of 3, 2 of 3, 3 of 3</i>)</li> <li>○ All School Agreement Letters / Memorandums of Understanding (MOU's), shall be numbered sequentially and shall indicate the total number of operative Agency Agreements / Memorandums of Understanding (MOU's) being submitted (i.e. <i>1 of 3, 2 of 3, 3 of 3</i>)</li> <li>○ All Letters of Support shall be numbered sequentially and shall indicate the total number of Letters of Support being submitted (i.e. <i>1 of 3, 2 of 3, 3 of 3</i>)</li> <li>○ Page number is not required for other portions of the bid proposal submission.                   <ul style="list-style-type: none"> <li>• All pages must be bound together.</li> </ul> </li> </ul> </li> </ul>
<b>Envelope Contents and Labeling</b>	<ul style="list-style-type: none"> <li>• Envelopes shall be addressed to the Issuing Officer.</li> <li>• The original Bid Proposal shall be labeled "Original".</li> <li>• All copies of the original Bid Proposal shall be labeled "Copy." Each copy must be numbered to correspond with the number of copies of Proposals. (i.e. "Copy 1 of 6".)</li> </ul>
<b>Number of Hard Copies</b>	Submit one (1) original hard copy of the Proposal and 6 identical copies of the original. The original hard copy must contain original signatures.
<b>CD-ROM/USB Flash Drive</b>	<ul style="list-style-type: none"> <li>• The Technical Proposal and Cost Proposal must be provided on a CD or USB flash drive. The CD-ROM or USB flash drive must be submitted with the original Bid Proposal.</li> <li>• The Technical Proposal must be saved in less than five files. The CD or USB flash drive must be compatible with Microsoft Office 2007 (or later) software. Proposals</li> </ul>

Subject	Specifications
	shall be provided in Microsoft Word format. An additional Proposal copy may be submitted in PDF format. Files shall not be password protected or saved with restrictions that prevent copying, saving, highlighting, or reprinting of the contents.
<b>Request for Confidential Treatment</b>	<p>Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:</p> <ul style="list-style-type: none"> <li>• The Bidder will complete the appropriate section of the Primary Bidder Detail Form &amp; Certification which requires the specific statutory basis supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public.</li> <li>• The Bidder shall submit one (1) complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a “public copy”, and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential.</li> <li>• The Cost Proposal will be part of the ultimate contract entered into with the successful Bidder. Pricing information may not be designated as confidential material. However, Cost Proposal supporting materials may be marked confidential if consistent with applicable law.</li> <li>• The Bidder shall submit a CD-ROM or USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This CD-ROM or USB flash drive shall be clearly marked as a “public copy”.</li> </ul>
<b>Exceptions to RFP/Contract Language</b>	<p>If the Bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail &amp; Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.</p> <p>The Agency reserves the right to either execute a contract without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.</p>

**3.2 Contents and Organization of Technical Proposal.**

This section describes the information that must be in the Technical Proposal. Bid Proposals must be organized **in the same order provided here**. Note: The original hard copy and all forms submitted shall have original signatures. The additional copies of each proposal may include photocopies of those originally signed documents.

**1. Attachment G - Cover Sheet & Checklist**

**2. Attachment B - Primary Bidder Detail Form & Certification**

This form indicates that the Bidder has reviewed the Additional Certifications Attachment D does NOT need to be returned.

**3. Attachment E - Certification and Disclosure Regarding Lobbying**

**4. Attachment H - CAPP Project Proposal Form: Limited to 20 pages.**



5. **Attachment I - CAPP Projected Service Delivery & Budget Form:** PDF Provided 14 pages - print Budget worksheet tab (landscape - pages 8, 9 and 10 are on legal size (8.5 x 14) paper)
  - **Does not count towards 20 page maximum**
6. **Attachment C- Subcontractor Disclosure Form(s):** If applicable
7. **School Agreement Letters/ Memorandum of Understanding (MOUs):** The number of letters Bidders must provide is dependent upon the number of schools, districts, agencies, organizations, Out-of-Home providers, etc. the Bidder is proposing providing services for. Bidder shall provide one letter/MOU for each partnering school/organization in which the Bidder is proposing to provide services that require fidelity (Activity 1, 2, and 3), and any Out-of-Home facility/ies where proposed services are being provided regardless of services (Activity 6). (*An MOU sample template has been provided and may be used for this purpose, See Attachment R*) In years 2 and 3 signed MOUs shall be provided to the Program Administrator prior to service delivery for any new service sites. All letters must be signed and dated.
8. **Letters of Support – minimum 2:** Each signed letter must demonstrate that the Bidder organization has Community support and backing for the CAPP program in the proposed Service Area. Letter must be from entities other than those the Bidder has entered into a School Agreement or MOU with. Letters must include the name, phone number, email contact, and organization name of the individual authoring the letter. Signatures may be original or photo copied. Letters should substantiate the Bidder’s capacity to provide services as outlined in the Proposal and demonstrate general support of the purposed Contractor.
9. **Attachment N - Minority Impact Statement:** Bidder must submit one fully completed and signed Minority Impact Statement.
10. **Attachment A - Release of Information:** Bidder must submit one fully completed and signed Release of Information.

### **Coalition/Service Area Guidance**

“Broad-based representation”, in the form of a Community Coalition, may look different in every Community or Service Area. The Agency also recognizes that, in some areas, CAPP Coalitions have historically included more informal structures. Therefore, the following section is intended to provide guidance and direction on what is required and what is flexible (based on Bidder’s Service Area size, location, and need) under this RFP. Potential Bidders may find this useful in determining the number of Bids they wish to submit.

Each Bid Proposal must identify a distinct Service Area and the county or counties (up to 8) that are included within that Service Area (even if only a portion of a county will be served). Each Service Area must include *at least* one Community Coalition (as outlined in the Scope of Work) which the Contract will participate in. However, the Bidder has the discretion to decide whether they participate in multiple different Coalitions within a single defined Service Area or break that Service Area up into separate Bids.

For example, a single Bidder may Bid on service provision in five counties in one region of the state under one single Bid, but due to the nature/size/location of those communities the Bidder participates in two different Coalitions, one that represents two neighboring counties in one part of their Service Area and another Coalition that represents the other three counties. Submission of a single Bid means the Bid (including all scored sections on Coalition) will be scored together as one.

The Bidder also has the discretion to submit two separate Bids if they have multiple Coalitions in the Bidder’s proposed Service Area, but it is not required. For example, in keeping with the above scenario, the Bidder could

submit two different Proposals, one for each of the areas covered by the two distinct Coalitions. However, a Bidder cannot submit multiple Bids listing the same Coalition (and same members) under more than one Bid, as Coalitions are to be representative of their respective Communities (i.e., Service Areas). The only exception to this would be if the single Coalition includes representation from both or all Service Areas they cover, meaning there are individuals who live and/or work in both or all of the communities/counties represented by the single Coalition.

**3.3 Cost Proposal.  
Pricing Restrictions.**

Given the limited funds available, and to avoid significant reductions in award requests, County Award Ceilings have been set for each county. The maximum funding available is designated by county based upon factors including the county’s Adolescent Birth Rates, Adolescent Pregnancy Risk Factors, the county’s Adolescent population, the number of beds in Out-of-Home placement facilities, and the average number of annual births to Adolescent females in the county. The funding strategy is described below.

**Note: It is important for Bidders to recognize that while it is the intent of the Agency to award up to the estimated \$1,550,000, maximum funding allocations may not be awarded to all Bidders based upon the number of applications received, total amount of funding requests, and scoring of all Bid Proposals. Bidders are expected to request the amount of funding necessary to meet the Deliverables outlined in their Proposal, up to the maximum county limit.**

<b>Summary of RFP Funding Strategy</b>		
<b>Maximum Funding Requests</b>	<b>Allocation</b>	<b>% of Total</b>
Base County Tiers (Rate/Risk)	\$1,480,000	67%
Population Tiers	\$ 330,000	15%
Pregnant and Parenting Adolescents Tiers	\$ 295,000	13%
Out-of-Home Placement Jurisdictions Tiers	\$ 110,000	5%
<b>*Total</b>	<b>\$2,215,000</b>	
<i>*This represents 43% or \$665,000 over the estimated \$1,550,000 that will be available. It is anticipated that not all counties will submit a Bid Proposal and/or that not all maximum funding amounts will be requested or awarded.</i>		

**Base County Tier Allocation:** The *Iowa Adolescent Pregnancy Risk Index* was prepared for the Iowa Department of Human Services by the Center for Social and Behavioral Research, University of Northern Iowa. The data analyzed includes Adolescent Birth Rates (2013-2016) and an Adolescent Birth Risk index by county. Risk Factors considered in the Risk index includes percent of unemployment, percent of citizens living in poverty, youth population, rate of child abuse, and other variables (see Attachment J for the full summary).

Base county tier levels (looking only at Birth Rate and Risk) were established using the following method. County data was first sorted by Adolescent Birth Rates. Then each county was assigned a Birth Rate score of one, two, three or four with a score of four for counties with the highest Birth Rates. Next county data was sorted by Risk index and each county was assigned a Risk index score of one, two, three or four with a score of four for counties with the highest Risk. Finally, Adolescent Birth Rate and Risk index scores (weighted x2) were summed and each county was assigned an overall Birth Rate and Risk score ranging from 3-12 (with the Risk index score weighted twice the value as the Birth Rate). Counties were then assigned base tiers in consideration of the overall score relative to Birth Rate and Risk. Up to \$1,480,000 per SFY may be available for base county tier funding in the following distribution:

<b>Base County Tier Levels:</b>	<b># of Counties</b>	<b>Max/ County</b>	<b>Total</b>
Based on Point System (Birth Rate and Risk)			
Tier 3 (10-12 pts.)	25	\$30,000	\$750,000
Tier 2 (6-9 pts.)	36	\$15,000	\$540,000
Tier 1 (3-5 pts.)	38	\$5,000	\$190,000
<b>Total</b>	<b>99</b>		<b>1,480,000</b>

**Population Consideration:** Up to \$330,000 per SFY may be available for additional funding for service delivery in counties with the highest population of youth in the following distribution:

<b>Population Tier Levels</b>	<b># of Counties</b>	<b>Max/ County</b>	<b>Total</b>
Based on county youth population.			
Tier 3 (15,000+ youth 10-19)	6	\$25,000	\$150,000
Tier 2 (5,000-15,000 youth 10-19)	12	\$15,000	\$180,000
Tier 1 (fewer than 5,000)	81	\$0	\$0
<b>Total</b>	<b>99</b>		<b>\$330,000</b>

**Pregnant and Parenting Adolescent Allocation:** The average *number* of Adolescent births (2013-2016) in each county was used to establish tiers for pregnant and parenting adolescent allocations. Up to \$295,000 per SFY may be available for pregnant and parenting programs in counties with the highest number of Adolescent births.

<b>Pregnant and Parenting Adolescent Tier Levels*:</b>	<b># of Counties</b>	<b>Max/ County</b>	<b>Total</b>
Based on estimated number of annual births to Adolescent mothers (determined by average Adolescent Birth Rates and pop of females 15-19).			
Tier 4 (75+ avg. annual Adolescent births)	6	\$15,000	\$90,000
Tier 3 (25-74 avg. annual Adolescent births)	9	\$10,000	\$90,000
Tier 2 (10-24 avg. annual Adolescent births)	23	\$5,000	\$115,000
Tier 1 (less than 10 avg. annual Adolescent births)	61	\$0	\$0
<b>Total</b>	<b>99</b>		<b>\$295,000</b>

*\*Note: Birth Rates were not used for this allocation as some counties may have a high rate, but due to a very low youth population the target audience for this type of service would be too low to warrant specific programming for only a few Adolescent parents.*

**Out-of-Home Placement Facility Allocation:** Location of Out-of-Home Placement facilities in Iowa communities was used to establish Out-of-Home placement allocation based upon the number of beds under contract by the Department of Human Services (DHS). Up to \$110,000 per SFY may be available for services for Adolescents and youth-serving professionals at Out-of-Home Placement facilities.

<b>Out-of-Home Placement Tier Levels:</b>	<b># of Counties</b>	<b>Max/ County</b>	<b>Total</b>
Based on number of total beds under contract by DHS for shelter, foster group care, and supervised apartment living.			
Tier 4 – 75+ OOH Placement beds	4	\$8,000	\$32,000

Tier 3 – 25-75 OOH Placement beds	9	\$6,000	\$54,000
Tier 2 – 10-24 OOH Placement beds	6	\$4,000	\$24,000
Tier 1 – Counties without placement facilities	80	\$0	\$0
<b>Total</b>	<b>99</b>		<b>\$110,000</b>

**Maximum Funding Requests**

Bidders may request funding for each county in their Service Area up to and not exceeding the sum total of:

- the maximum amount established per county tier level based upon overall Adolescent Birth Rate and Risk index score (Base Amount),
- plus funding designated by county for population consideration,
- plus funding designated by county for Out-of-Home Placement, (**if serving**)
- plus funding designated by county for pregnant and parenting Adolescents, (**if serving**)

**Maximum Service Area Size**

Funding shall not be awarded to a Service Area larger than an eight-county jurisdiction. A Bidder may submit separate Bid Proposal(s) for multiple Service Areas, provided the broad-based Coalition representation is met for each.

**Indirect Costs Limit**

Contractor shall not exceed 15% of the total amount awarded for all Indirect Costs combined (please see definitions section for what constitutes “Indirect Costs”). This is a requirement under TANF. Because this Contract is funded 100% through Federal TANF Block Grant, the Contractor is required by law to comply with the Code of Federal Regulations as a Subrecipient of these funds. Information on Allowable Costs, Cost Principles, Cost Allocation, and other relevant items can be located here: <https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>

**Pregnant or Parenting Adolescent Programming Limit**

Regardless of whether or not a Bidder requests the additional funding for pregnant and parenting adolescents, a Bidder’s proposed services to pregnant or parenting Adolescents may not exceed 25% of the total proposed budget.

**Maximum Funding Allocations by County and Service Area**

The maximum allowable funding request for a Service Area is the sum of the base tier level and population tier level for each county in an applicant’s Service Area. If Bidders are also requesting the additional allocations for services to adolescents in Out-of-Home Placement facilities and Pregnant & Parenting Adolescents, they must describe programs and services to be delivered in each county to support the funding request.

**Contract Budget.**

All Proposals must provide a budget detailing an estimated cost breakdown across spending categories for each county served for the Project for each State Fiscal Year (SFY) one and two. Bidders shall complete Budget(s) using Attachment I and include all costs associated with the Project, including a breakdown of administration, salary/benefits, travel, supplies, and contracted services costs.

**Content and Format.**

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

- Complete the CAPP Projected Service Delivery and Budget Form, Attachment I, following the guidelines provided

- A 5% Contractor Match will be required in year one. The Match will increase by 5% each subsequent year a Project receives funding. In-kind Matches may be applied toward the Contractor Match [Iowa Admin. Code r. 441—163.3(1)].

**Section 4 Evaluation Of Bid Proposals**

**4.1 Introduction.**

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

**4.2 Evaluation Committee.**

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

**4.3 Proposal Scoring and Evaluation Criteria.**

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

**Scoring Guide.**

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

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

**Technical Proposal Components.**

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

<u>Technical Proposal Components</u>	<u>Weight</u>	<u>Score (0-4)</u>	<u>Potential Maximum Points</u>
Proposal Overview <i>(Attachment H, Section 1)</i>	2.50	-----	10
Statement of Problem and Need <i>(Attachment H, Section 2)</i>	3.75	-----	15
Community Coalition/Project Advisory Committee <i>(Attachment H, Section 3)*</i> <i>*Includes 3E on separate page</i>	5.0	-----	20
Project Monitoring and Evaluation <i>(Attachment H, Section 4)</i>	2.50	-----	10
Overall Quality and Impact of Program <i>(Attachment H, Section 5)</i>	2.50	-----	10
Future Funding <i>(Attachment H, Section 6)</i>	.75	-----	3
Legislative Priorities <i>(Attachment H, Section 7)</i>	3.75	-----	15
Projected Service Delivery and Budget Form <i>(Attachment I)</i>	6.25	-----	25
School Agreement Letters or Memorandum of Understanding (MOU) <i>(Attachment R)</i>	1.25	-----	5
Letters of Support	2.50	-----	10
Assurances and Certifications <i>(Attachments B and E)</i>	.50	-----	2
<b>Total Available Points per Iowa Admin. Code Ch. 441-163.5 (3)</b>			<b>125</b>

**4.4 Recommendation of the Evaluation Committee.**

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

When two or more Bid Proposals are received that include the same (or part of the same) county, and if the sum of the requests for funding for that county exceeds the County Award Ceiling, the Agency will (in consideration of the recommendations of the evaluation committee) make a determination to do one of the following:

- (a) only the highest scoring Bid Proposal will be funded for that county,
- (b) no funding will be awarded for that county (if none of the Bids were recommended for funding), OR
- (c) the County Award Ceiling will be allocated in a proportional manner between the Bidders based on any number of factors, including but not limited to:
  - Recommendation of evaluation committee;
  - Bid Proposal scores (in total or in looking at scored sections specific to the Service Area)
  - Volume of services (# of estimated: partners/schools, Participants, Implementations, etc.)

Bidders may coordinate with existing service providers when expanding services and consider subcontract relationships for dually covered Service Areas (i.e. a county or parts of a county). For a list of current providers by county, see Attachment O. Additionally, the Agency will publish the list of all potential Bidders who submit notice of their intent to apply to the Bid Opportunities site soon after receipt.

**Attachment A: Release of Information**

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

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

\_\_\_\_\_  
Printed Name of Bidder Organization

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Attachment B: Primary Bidder Detail & Certification Form**

*If a section does not apply, label it “not applicable”*

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

Request for Confidential Treatment (See Section 3.1)		
Location in Bid (Tab/Page)	Statutory Basis for Confidentiality	Description/Explanation

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



**Attachment B - PRIMARY BIDDER CERTIFICATIONS**

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

- 1.1 Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail & Certification Form. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal. The Bidder accepts and shall comply with all Contract Terms and Conditions contained in the Sample Contract without change except as set forth in the Contract;
- 1.2 Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein; and
- 1.3 Bidder has received any amendments to this RFP issued by the Agency;
- 1.4 The person signing this Bid Proposal certifies that he/she is the person in the Bidder’s organization responsible for, or authorized to make decisions regarding the prices quoted and, Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a Contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier.

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

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

**3. EXECUTION.**

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

<b>Signature:</b>	
<b>Printed Name/Title:</b>	
<b>Date:</b>	

**Attachment C: Subcontractor Disclosure Form**

*If a section does not apply, label it “not applicable.” If the Bidder does not intend to use subcontractor(s), this form does not need to be returned.*

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

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

By signing below, Subcontractor agrees to the following:

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

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

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

<b>Signature for Subcontractor:</b>	
<b>Printed Name/Title:</b>	
<b>Date:</b>	

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

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

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

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

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

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

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Bidder shall provide immediate written notice to the person to whom this Bid Proposal is submitted if at any time the Bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The Bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.
5. The Bidder further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered

Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

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

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

#### **CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994**

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

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

## **CERTIFICATION REGARDING DRUG FREE WORKPLACE**

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

## **NON-DISCRIMINATION**

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

## **Attachment E: Certification and Disclosure Regarding Lobbying**

### **Instructions:**

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

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

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

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

---

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

- The Bidder is NOT including a disclosure form as referenced in this form’s instructions because the Bidder is NOT required by law to do so.
- The Bidder IS filing a disclosure form with the Agency as referenced in this form’s instructions because the Bidder IS required by law to do so. If the Bidder is filing a disclosure form, place the form immediately behind this Attachment E in the Proposal.

<b>Signature:</b>	
<b>Printed Name/Title:</b>	
<b>Date:</b>	



**Attachment F: Intent to Apply**

*{Instructions: This form can be used to submit electronically to the Issuing Officer\* as a Bidder’s intent to apply. While it is not mandatory that the Issuing Officer receive an intent to apply, the Agency and/or Issuing Officer will only respond to questions about the RFP that have been submitted by Bidders who have expressed their intent to apply.}*

<b>Bidder Contact Information</b>	
<b>Bidder Organization Name:</b>	
<b>Primary Contact Name:</b>	
<b>Address:</b>	
<b>Tel:</b>	
<b>Fax:</b>	
<b>E-mail:</b>	

<b>Bidder’s Intent to Apply</b>	
<i>This form serves as our intent to submit a Proposal(s) in response to this RFP.</i>	
<b>As of this date, the proposal Service Area for this Project includes the following counties:</b>	

*\*Issuing officer e-mail address is: [mmuir@dhs.state.ia.us](mailto:mmuir@dhs.state.ia.us)*

**Attachment G: CAPP Project Proposal Cover Sheet and Checklist – ACFS 20-004**

Michelle Muir, Issuing Officer  
Department of Human Services  
Hoover Building, Fifth Floor  
1305 E. Walnut Street  
Des Moines, IA 50319  
Phone: 515-281-8785

*For State Use.*  
*Date Received by the Agency:*

Bidder Contact Information			
<b>Bidder/Organization Name:</b>			
<b>Primary Contact Name:</b>			
<b>Address:</b>			
<b>Telephone:</b>			
<b>E-Mail</b>			
Instructions: List all counties in which service will be delivered through this proposal. A Service Area may include up to eight counties.			
<b>1.</b>		<b>5.</b>	
<b>2.</b>		<b>6.</b>	
<b>3.</b>		<b>7.</b>	
<b>4.</b>		<b>8.</b>	
Instructions: Enter the total amount of the funding request below. The amount requested must be a whole number and not include any cents.			

**\$00.00**

**Checklist as part of Attachment G**

	State Use
<b>1. Project Proposal includes documents # 2 through 11 below.</b> <input type="checkbox"/> Submit one (1) original hard copy of the Proposal and six (6) identical copies of the original. The original hard copy must contain original signatures.	
<b>2. Attachment G: Cover Sheet and Checklist</b> <input type="checkbox"/> Read and complete Cover Sheet <input type="checkbox"/> Complete Checklist	
<b>3. Attachment B: Primary Bidder Detail Form &amp; Certification</b> <input type="checkbox"/> Read and complete form <input type="checkbox"/> Obtain original signature	
<b>4. Attachment E: Certification and disclosure Regarding Lobbying</b> <input type="checkbox"/> Read and select appropriate box regarding disclosures <input type="checkbox"/> Obtain original signature	
<b>5. Attachment H: CAPP Project Proposal Form</b> <input type="checkbox"/> Complete form. Completed form may not exceed twenty (20) pages. <b>Attachment H: CAPP Project Proposal Form (cont.) – Section 3E</b> <input type="checkbox"/> Complete form for each Coalition in the Service Area. Duplicate if needed. This form is not included in the twenty (20) page count.	
<b>6. Attachment I: CAPP Projected Service Delivery &amp; Budget Form</b> <input type="checkbox"/> Printed document is fourteen (14) pages; print Budget worksheet tab ( <u>landscape - pages 8, 9 and 10 are on legal size (8.5 x 14) paper</u> )	

<input type="checkbox"/> In addition to printed document, Budget must also be provided on separate CD or USB flash drive. The CD-ROM or USB flash drive must be placed in the envelope with the original Bid Proposal.	
7. <b>Attachment C: Subcontractor Disclosure Form</b> <input type="checkbox"/> Form completed for <i>each</i> proposed subcontractor with original signature of subcontractor. <input type="checkbox"/> This form is not completed or returned if subcontractor(s) are not used.	
8. <b>School Agreement Letter / Memorandum of Understanding (MOU)</b> <input type="checkbox"/> Submit signed agreement for each setting in which the Bidder is proposing to provide services that require fidelity (Activity 1, 2, and 3), and any Out-of-Home facility/ies where proposed services are being provided regardless of services (Activity 6). In years 2 and 3 signed MOUs shall be provided to the Program Administrator prior to service delivery for any new service sites. This may be met through the use of Attachment R, or a signed agreement with similar information.	
9. <b>Letters of Support:</b> Minimum of two (2) Letters of Support submitted with Project Proposal. <input type="checkbox"/> Letters must be signed and dated	
10. <b>Attachment N: Minority Impact Statement</b> <input type="checkbox"/> Read and complete form <input type="checkbox"/> Obtain original signature	
11. <b>Attachment A: Release of Information</b> <input type="checkbox"/> Read and complete form <input type="checkbox"/> Obtain original signature	
<b>The following documents are NOT returned with the Proposal.</b>	
12. <b>Attachment F: Intent to Apply</b> – Submitting is not mandatory, however, the Agency will only respond to questions about the RFP submitted by Bidders who have expressed their intent to bid. <ul style="list-style-type: none"> <li>• Due date for submission: January 22, 2019. Submit electronically to the Issuing Officer as a Bidder’s intent to apply.</li> </ul>	
13. <b>Attachment D: Additional Certifications</b> – Signing of Attachment B indicates that the Bidder has reviewed Additional Certifications.	
14. <b>Attachment J: Iowa Adolescent Pregnancy Risk Index Summary</b> – For review only.	
15. <b>Attachment K: FY 2020 CAPP Data and Tier Assignment</b> – For review only.	
16. <b>Attachment L: Community Coalition Charter Guidance</b> – For review only.	
17. <b>Attachment M: Community Coalition Charter Template</b> – For use as instructed.	
18. <b>Attachment O: Current funding map</b> – For review only.	
19. <b>Attachment P: Funding Distribution by County:</b> Guidance to county ceiling caps – For review only.	

**Attachment H: CAPP Project Proposal Form**

*{Instructions: Fill out one form for each Bid Proposal. Do NOT delete any of the text on this form.}*

<b>Bidder Organization Name:</b>	
<b>Proposed Service Area (county or counties):</b>	
<b>With an “X” indicate if this Project received CAPP funding in SFY 2019?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No, this is a new Project.
<b>If “Yes,” list the counties served in SFY 2019?</b>	
<b>Section 1: Proposal Overview</b>	
<b>Points = 0 to 4    Weighted = 2.50    Total Points Possible = 10</b>	
<b>1 A. State the Bidder’s organization mission. Describe in the space below how it relates to Adolescent pregnancy prevention.</b>	
[Enter text here]	
<b>1 B. Provide an executive summary that briefly reviews the strengths of the Bidder, organizational history, and key features of its proposed approach to meet the specifications of this RFP.</b>	
[Enter text here]	
<b>1 C. What percentage of the organization’s total budget is the <u>proposed</u> CAPP budget? If applicable, define the source and percentage of the budget from additional funding streams including funding timelines and/or granting cycle.</b>	
[Enter text here]	
<b>1 D. Describe Project History and Experience. How long has this Project existed, even if funded by sources other than CAPP? Describe experience implementing and sustaining this type of Project. If this is a new Project, describe the planning that has occurred.</b>	
[Enter text here]	
<b>Section 2: Statement of Problem and Need</b>	
<b>Points = 0 to 4    Weighted = 3.75    Total Points Possible = 15</b>	
<b>2 A. Describe the problem/s that exists in your Service Area as it relates to Adolescent pregnancy prevention, associated Risk Factors, and services to pregnant and parenting Adolescents. Provide supporting data to demonstrate the need.</b>	
[Enter text here]	
<b>2 B. Describe and explain how the proposed services are culturally relevant and/or meet the unique needs and demographic make-up of the population of the proposed Service Area.</b>	
[Enter text here]	
<b>2 C. Describe the strategies that will be implemented to address the problem(s). If serving more than one county in proposed Service Area, explain how differing needs will be met. Identify and</b>	

<b>address any gaps in service and efforts to avoid service duplications.</b>
[Enter text here]
<b>Section 3: Community Coalition(s)/Project Advisory Committee</b>
{Instructions: If your Service Area includes more than one Coalition, respond to questions 3A thru 3D below for <u>each</u> of the different Coalitions in the space provided. In addition, complete one Section 3E - Coalition Membership List (last page of this form) for <u>each</u> Coalition and attach them to the end of this Project Proposal Form. The Coalition Membership List(s) will NOT count towards the 20 page limit}
<b>Points = 0 to 4    Weighted = 5.00    Total Points Possible =20</b>
<b>3 A. Describe the purpose (mission and vision) of the Community Coalition that advises the CAPP program as well as explain the Bidder’s role in the Community Coalition.</b>
[Enter text here]
<b>3 B. Describe the Coalition(s)’s effectiveness at supporting adolescent pregnancy prevention activities and how the group measures and demonstrates success.</b>
[Enter text here]
<b>3 C. Clearly identify the number of Coalitions in the Service Area (if more than one) and list each Coalition(s)’s primary service delivery area/s (i.e., county, city, other geographic boundary).</b>
[Enter text here]
<b>3 D. Describe other existing agencies and/or organizations providing services to the targeted population in the geographic area to be served. Describe the collaborative efforts between the Coalition(s) and the Bidder by providing a recent example of these efforts and the resulting outcomes.</b>
[Enter text here]
<b>3 E. Complete the separate document for Coalition members. If your Service Area has multiple Coalitions, submit a member list for <u>each</u> Coalition. It is not required to have 20 names.</b>
<b>Section 4: Project Monitoring &amp; Evaluation</b>
<b>Points = 0 to 4    Weighted = 2.50    Total Points Possible = 10</b>
<b>4 A. Describe processes and procedures for internal monitoring and evaluation (include subcontractors if applicable) to ensure quality and efficient services. Include any Continuous Quality Improvement (CQI) processes implemented.</b>
[Enter text here]
<b>Section 5: Overall Quality and Impact of Program</b>
<b>Points = 0 to 4    Weighted = 2.50    Total Points Possible = 10</b>
<b>5 A. Describe the projected impact of the proposed Project in the identified Service Area. If Bidder has received CAPP funding previously, define the past impact as well as the Projected impact of the proposed Project.</b>
[Enter text here]

<b>5 B. Describe how this Project will adhere to the Evidence-Based, Evidence-Informed requirements, provide models with Fidelity, reach the high-quality program standards as designed in the curricula, and meet Deliverables around Project evaluation.</b>
[Enter text here]
<b>5 C. Describe the qualifications of staff providing training, services, and curricula.</b>
[Enter text here]
<b>Section 6: Future Funding</b>
<b>Points = 0 to 4    Weighted = 0.75    Total Points Possible = 3</b>
<b>6 A. Explain future funding and financial sustainability opportunities for stated Projects in the proposed Service Area, including plans to increase Match at 5% annual growth.</b>
[Enter text here]
<b>6 B. Given the possibility that awards may not be fully awarded at 100%, what percentage of award is no longer feasible for the proposed Project? Describe why this is the case.</b>
[Enter text here]
<b>Section 7: Legislative Priority</b>
<b>Points = 0 to 4    Weighted = 3.75    Total Points Possible = 15</b>
<b>7 A. In accordance with Senate File 2418 (appropriations bill), Adolescent pregnancy prevention grants are based on existing models that have demonstrated positive outcomes and include requirements that grant programs must emphasize sexual abstinence and serve areas of the state which demonstrate the highest percentage of unplanned pregnancies. Explain in detail how the proposed Project takes into consideration these legislative priorities.</b>
[Enter text here]

**Attachment H: CAPP Project Proposal Form (cont.) – Section 3E**

{ Instructions: Complete one Section 3E - Coalition Membership List for each Coalition and attach to the end of the Project Proposal Form. The Coalition Membership List(s) will NOT count towards the 20 page limit. }

<b>Bidder Organization Name:</b>						
<b>Coalition Name (if different):</b>						
<b>Coalition Service Area (county or counties):</b>						
<b>3 E. Complete this information for Coalition members. It is not required to have 20 names.</b>				<b>Put an “X” in column to indicate type of participation:</b>		
	<b>Member’s Name</b>	<b>Discipline</b>	<b>Organization</b>	<b>Networking*</b>	<b>Coordination*</b>	<b>Collective Action *</b>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						

14						
15						
16						
17						
18						
19						
20						

**\*Definitions for the purposes of this form include:**  
**“Networking”** means sharing calendar updates, trainings, community events, materials, contact information  
**“Coordination”** provide accessible, prompt, confidential and appropriate services to families according to a basic set of guiding principles; example -not double-booking events on the same day in the same Service Area for similar populations  
**“Collective Action”** address a community agreed upon need with intention, outcome focused, with diverse Stakeholders in the proposed solution implementation and evaluation; planning community wide event with distribution and delineation of jobs, funds, etc. to achieve common goal.



**Attachment I: Amendment 3 CAPP Projected Service Delivery & Budget Form**  
**See separately posted attachment (Excel document)**

**Attachment J: Iowa Adolescent Pregnancy Risk Index Summary**  
**See separately posted attachment (PDF)**

**Attachment K: FY 2020 CAPP RFP Data and Tier Assignment**  
**See separately posted attachment (PDF)**

### **Attachment L: Community Coalition Charter Guidance**

{Instructions: This document is a draft guidance tool for Bidders to review and to assist them in understanding the expectations for Coalitions under any Contract resulting from this RFP. A final document will be provided before the start of any Contract.}

## **Community Adolescent Pregnancy Prevention (CAPP) Community Coalition Charter Guidance**

### **Iowa Code Requirements**

The Community Adolescent Pregnancy Prevention (CAPP) Program is an Iowa Department of Human Services (DHS) initiative established to reduce the number of births to adolescents in Iowa. In keeping with DHS administrative codes and rules established by the State of Iowa for [Adolescent Pregnancy Prevention and Services to Pregnant and Parenting Adolescents Programs](#), Chapter 163, CAPP awards are granted to Projects providing “broad-based representation from community or regional representatives including, but not limited to, schools, churches, human service-related organizations, and businesses”. Henceforth referred to as a Community Coalition or Coalition. This document provides a framework for Contractors to use in the development of a charter with their Coalitions beginning state fiscal year (FY) 2020.

### **Coalition Composition and Scope**

To further define the “broad-based representation,” Coalition membership shall include at least one representative from each group or discipline listed below. These requirements may be met through collaboration with existing interdisciplinary community coalitions or committees. CAPP grant requirements for FY 2020 require at least seven of the nine required disciplines be represented in the Coalition at any given time for full compliance. See “Timeline for Implementation and Compliance” for additional information. A CAPP service provider may participate in more than one Coalition depending upon the region served.

1. Education – including but not limited to school counselors, educators, school administrators, etc.
2. Law Enforcement – including but not limited to school resource officers, police officers, community corrections, juvenile court officers, etc.
3. Child Welfare – including but not limited to contracted child welfare service providers, DHS Social Workers, DHS Supervisors, or DHS Administrators, etc.
4. Health and/or Mental Health – including but not limited to medical physicians, visiting nurses, clinical therapists, public health providers/administrators, etc.
5. Domestic Violence/Sexual Assault Advocacy Services – including but not limited to victim advocates, shelters, program administrators, service providers, etc.
6. Substance Abuse Services – including but not limited to substance abuse treatment workers, Certified Alcohol and Drug Counselors (CADC), program administrators, prevention educators.
7. Participant – including but not limited to current or former Participants of CAPP programming or parents of youth Participants.
8. Faith Community – including but not limited to youth pastors, clergy, community outreach members, etc.
9. Business Community – local business owners/employees or other professionals outside of the government/non-profit community.

### **Coalition Responsibilities**

1. Coalitions may address multiple issues and concerns; they do not need to organize around a single topic. However, to satisfy CAPP requirements, the Coalition must include adolescent pregnancy prevention in their ongoing efforts.
2. Ensure Coalition membership meet requirements stated earlier and represent the jurisdiction or region where CAPP services are provided.
3. Meet at least quarterly ensuring a majority of membership participation.
4. Assess community, family and individual needs to identify gaps and/or duplication of services.
5. Identify strategies to close service delivery gaps and reduce duplication of service as it relates to adolescent pregnancy prevention.
6. Establish annual meeting schedule. Establish and share meeting agendas with membership and other state/local Stakeholders including PCAI.
7. Record meeting minutes, attendance, and significant discussion/developments. Provide to local CAPP service provider for submission as part of their quarterly CAPP reports.
8. Complete/update Community Coalition Charter annually including membership signatures to indicate agreement with the Charter.
9. Provide a copy of Charter and membership signatures to local CAPP service provider for inclusion with their application for CAPP funding, beginning FY 2020.
10. Notify PCAI of meeting dates, times, locations and primary contact so that a PCAI staff member(s) may participate in Coalition meetings.

### **Coalition Charter**

The governance of the Community Coalition shall be directed by a charter. All members of the Coalition must sign/initial and date the Charter showing their agreement with its content and their representation on the Coalition. Revisions to the governing Charter must be sent to the CAPP PCAI.

The Community Coalition charter must, at a minimum, address the following:

- Name of the Coalition;
- Description of region or jurisdiction served;
- Purpose, mission and/or goal(s) of the Coalition;
- Provide an explanation of key governance processes;
- A detailed description of how decisions on programmatic priorities funded by CAPP are made and how those decisions will be documented and shared with its members and other Stakeholders, as appropriate; and
- A list of Coalition members, the discipline they represent and their signature.

### **Coalition Coordination and Collaboration with CAPP Program Administrator**

The CAPP Program Administrator is responsible for providing support and technical assistance to CAPP Contractors and Coalitions to include, but not necessarily be limited to:

1. Help to establish or expand community Coalitions in High-Risk areas where Coalitions do not currently exist,
2. Assist local Coalitions in working collaboratively with other existing community boards, coalitions, and service providers,
3. Encouraging collaboration by implementing membership requirements, and
4. Provide information, training and technical assistance.

Coalitions may request assistance for development, training, and technical assistance by contacting the CAPP Program Administrator.

**Timeline for Implementation and Compliance**

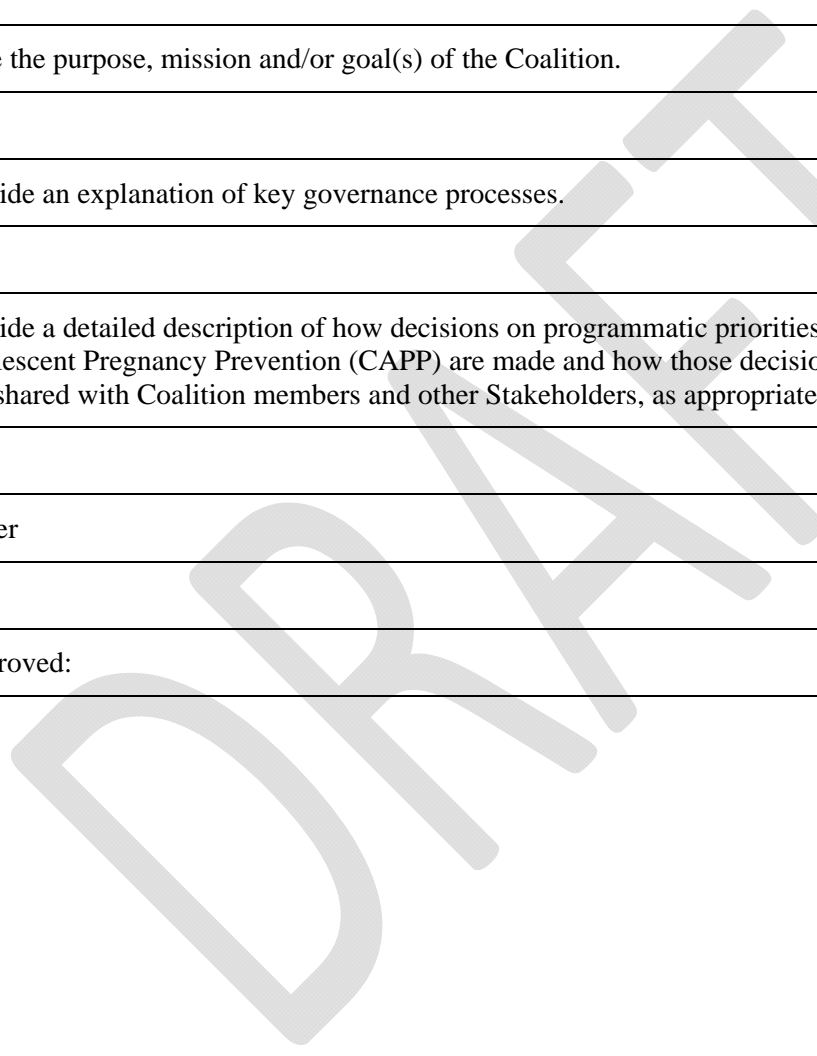
<b>Action</b>	<b>Timeline</b>
Contractors submit initial charter to CAPP Program Administrator.	June 20, 2020
<p>Based on initial charters received, the Program Administrator will conduct analysis of membership status to establish a “baseline” percentage for all Coalitions receiving program funds on whether they are meeting membership requirements.</p> <p>For example, analysis may show that 50% of Coalitions are meeting full membership requirements (seven of the nine required representatives), 25% are meeting 67% of full membership requirements (six of the nine required representatives), and 25% are meeting 56% or less than full membership requirements (five or fewer of the nine required representatives).</p>	No later than Dec. 31, 2020
Program Administrator shall work in partnership with Contractors to increase the percentage of Coalitions in “compliance” with this measure.	Ongoing
Contractors ensure Charters are updated for submission.	Annually

**Attachment M: Community Coalition Charter Template**

**Community Coalition Charter**

Coalition Name	
----------------	--

A. Description of region or jurisdiction served.
B. State the purpose, mission and/or goal(s) of the Coalition.
C. Provide an explanation of key governance processes.
D. Provide a detailed description of how decisions on programmatic priorities funded by Community Adolescent Pregnancy Prevention (CAPP) are made and how those decisions will be documented and shared with Coalition members and other Stakeholders, as appropriate.
E. Other
Date Approved:



**Coalition Membership**

Please have each member sign their name to indicate participation and agreement with Charter.

<b>Discipline</b>	<b>Agency</b>	<b>PRINT or TYPE Name</b>	<b>Signature</b>	<b>Date</b>	<b>Networking*</b>	<b>Coordination*</b>	<b>Active Collaboration*</b>
Education							
Law Enforcement							
Child Welfare							
Health and/or Mental Health							
Domestic Violence/Sexual Assault							
Substance Abuse Services							
Participant							
Faith Based Community							
Business Community							

**Attachment N: Minority Impact Statement**

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the State of Iowa which are due beginning January 1, 2009 shall include a Minority Impact Statement. This is the state’s mechanism to require grant applicants to consider the potential impact of the grant Project’s proposed programs or policies on minority groups.

**Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s).**

- The proposed grant Project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

**Describe the positive impact expected from this Project.**

Indicate which group is impacted:

- \_\_\_ Women
- \_\_\_ Persons with a Disability
- \_\_\_ Blacks
- \_\_\_ Latinos
- \_\_\_ Asians
- \_\_\_ Pacific Islanders
- \_\_\_ American Indians
- \_\_\_ Alaskan Native Americans
- \_\_\_ Other

- The proposed grant Project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

**Describe the negative impact expected from this Project.**

**Present the rationale for the existence of the proposed program or policy.**

**Provide evidence of consultation of representatives of the minority groups impacted.**

Indicate which group is impacted:

- \_\_\_ Women
- \_\_\_ Persons with a Disability
- \_\_\_ Blacks
- \_\_\_ Latinos
- \_\_\_ Asians
- \_\_\_ Pacific Islanders
- \_\_\_ American Indians
- \_\_\_ Alaskan Native Americans
- \_\_\_ Other

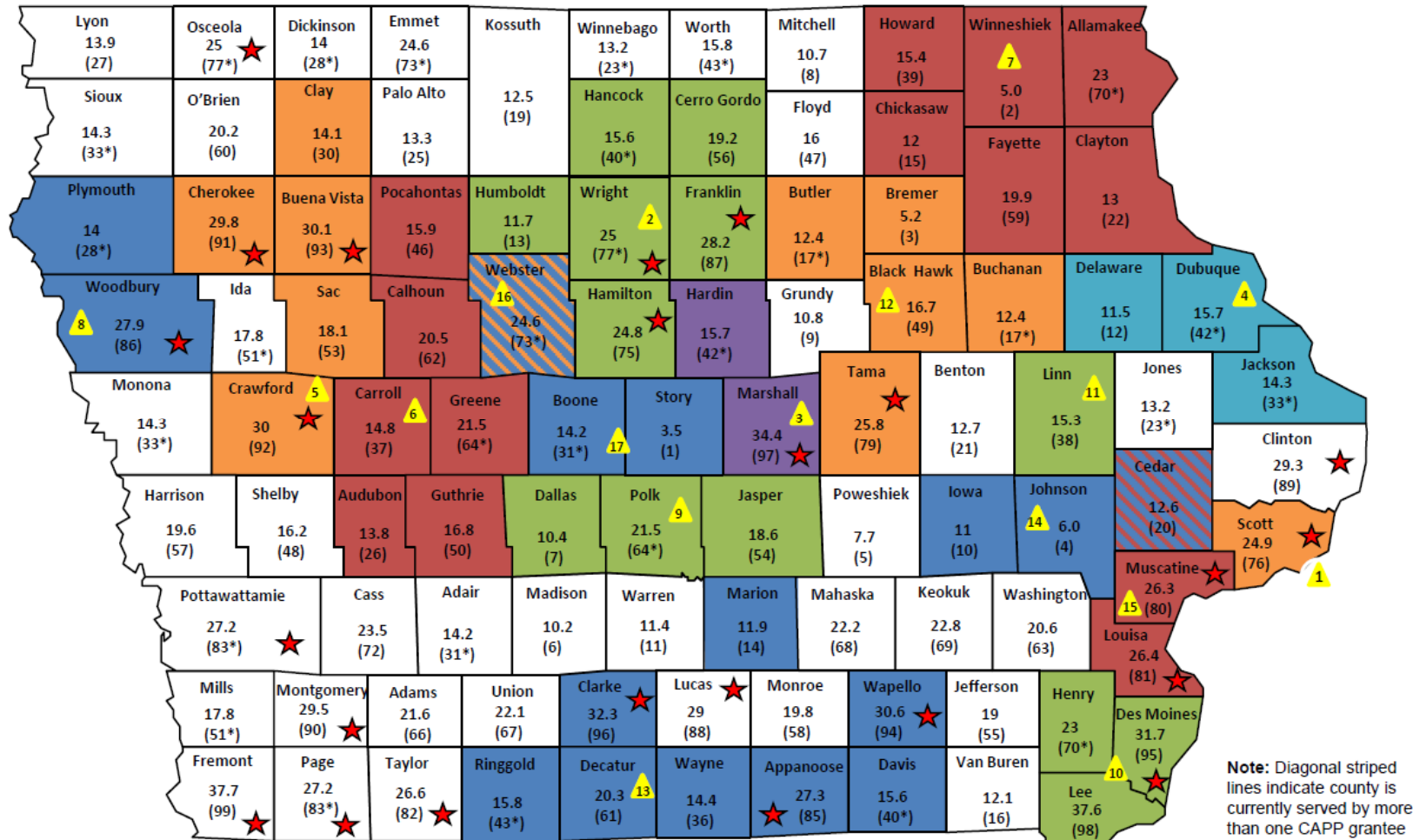
- The proposed grant Project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

**Present the rationale for determining no impact.**

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge: Name: \_\_\_\_\_ Title: \_\_\_\_\_

### Attachment O: Map of Current CAPP Counties

## SFY 2019 Community Adolescent Pregnancy Prevention (CAPP) Program by County/Provider with Teen Birth Rate and Rank (parenthesis)<sup>1</sup>



<sup>1</sup>Rate of births per 1,000 females aged 15-19 years (2013-2016), Updated 11/5/18  
 Source: Iowa Department of Public Health, Bureau of Health Statistics, Vital Records – Computed by University of Northern Iowa, Center for Social and Behavioral Research  
 \*Donates a tie in the rate and therefore a tie in the rank order

★ = Highest 25% Overall Ranking of Teen Birth Rate 24.8 (or more) births per 1,000  
 ▲ = Main Location of CAPP Grantee



**Attachment O (cont.): Map Key**

<b>Map #</b>	<b>Contractor Legal Name</b>	<b>Counties Covered</b>
1	BETHANY FOR CHILDREN & FAMILIES	Scott
2	BUILDING FAMILIES	Cerro Gordo, Franklin, Hamilton, Hancock, Humboldt, Wright
3	CHILD ABUSE PREVENTION SERVICES INC.	Hardin, Marshall
4	HILLCREST FAMILY SERVICES	Delaware, Dubuque, Jackson
5	LUTHERAN SERVICES IN IOWA, INC.	Buena Vista, Cherokee, Clay, Crawford, Sac,
6	COMMUNITY OPPORTUNITIES, INCORPORATED; DBA: NEW OPPORTUNITIES, INC	Audubon, Calhoun, Carroll, Greene, Guthrie, Pocahontas
7	NORTHEAST IOWA COMMUNITY ACTION CORPORATION	Allamakee, Chickasaw, Clayton, Fayette, Howard, Winneshiek
8	PLANNED PARENTHOOD OF THE HEARTLAND, INC.	Plymouth, Woodbury
9	PLANNED PARENTHOOD OF THE HEARTLAND, INC.	Dallas, Jasper, Polk,
10	PLANNED PARENTHOOD OF THE HEARTLAND, INC.	Des Moines, Henry, Lee
11	PLANNED PARENTHOOD OF THE HEARTLAND, INC.	Linn
12	ALLEN MEMORIAL HOSPITAL CORPORATION	Black Hawk, Bremer, Buchanan, Butler, Tama
13	THE FAMILY PLACE, INC.	Appanoose, Clarke, Decatur, Davis, Marion, Ringgold, Wapello, Wayne
14	UNITED ACTION FOR YOUTH	Cedar, Iowa, Johnson
15	UNITY HEALTHCARE; DBA: TRINITY MUSCATINE	Cedar, Louisa, Muscatine
16	WEBSTER COUNTY	Webster
17	YOUTH AND SHELTER SERVICES, INC.	Boone, Story, Webster

**Attachment P: Funding Distribution by County**

<b>County</b>	<b>County Tier Allocation: Based on Birth Rate and Risk</b>	<b>Population: Based on adolescent population</b>	<b>OOH Placement Allocation</b>	<b>Pregnant &amp; Parenting Allocation</b>	<b>Maximum funding per County</b>
Adair	\$ 5,000	\$ -	-	-	\$ 5,000
Adams	\$ 5,000	\$ -	-	-	\$ 5,000
Allamakee	\$ 15,000	\$ -	-	-	\$ 15,000
Appanoose	\$ 30,000	\$ -	-	-	\$ 30,000
Audubon	\$ 5,000	\$ -	-	-	\$ 5,000
Benton	\$ 5,000	\$ -	-	\$ 5,000	\$ 10,000
Black Hawk	\$ 30,000	\$ 25,000	-	\$ 15,000	\$ 70,000
Boone	\$ 5,000	\$ -	\$ 8,000	\$ 5,000	\$ 18,000
Bremer	\$ 5,000	\$ -	\$ 8,000	-	\$ 13,000
Buchanan	\$ 5,000	\$ -	\$ 6,000	-	\$ 11,000
Buena Vista	\$ 30,000	\$ -	\$ 6,000	\$ 5,000	\$ 41,000
Butler	\$ 5,000	\$ -	-	-	\$ 5,000
Calhoun	\$ 15,000	\$ -	-	-	\$ 15,000
Carroll	\$ 5,000	\$ -	\$ 4,000	-	\$ 9,000
Cass	\$ 15,000	\$ -	-	-	\$ 15,000
Cedar	\$ 5,000	\$ -	-	-	\$ 5,000
Cerro Gordo	\$ 15,000	\$ 15,000	\$ 4,000	\$ 5,000	\$ 39,000
Cherokee	\$ 30,000	\$ -	-	-	\$ 30,000
Chickasaw	\$ 5,000	\$ -	-	-	\$ 5,000
Clarke	\$ 30,000	\$ -	-	-	\$ 30,000
Clay	\$ 15,000	\$ -	-	-	\$ 15,000
Clayton	\$ 5,000	\$ -	-	-	\$ 5,000
Clinton	\$ 30,000	\$ 15,000	-	\$ 10,000	\$ 55,000
Crawford	\$ 30,000	\$ -	-	\$ 5,000	\$ 35,000
Dallas	\$ 5,000	\$ 15,000	-	\$ 5,000	\$ 25,000
Davis	\$ 15,000	\$ -	-	-	\$ 15,000
Decatur	\$ 15,000	\$ -	-	-	\$ 15,000
Delaware	\$ 5,000	\$ -	-	-	\$ 5,000
Des Moines	\$ 30,000	\$ 15,000	-	\$ 10,000	\$ 55,000
Dickinson	\$ 15,000	\$ -	-	-	\$ 15,000
Dubuque	\$ 15,000	\$ 15,000	\$ 6,000	\$ 10,000	\$ 46,000
Emmet	\$ 30,000	\$ -	\$ 6,000	\$ 5,000	\$ 41,000
Fayette	\$ 15,000	\$ -	-	\$ 5,000	\$ 20,000
Floyd	\$ 15,000	\$ -	-	-	\$ 15,000
Franklin	\$ 30,000	\$ -	-	-	\$ 30,000
Fremont	\$ 15,000	\$ -	-	-	\$ 15,000
Greene	\$ 15,000	\$ -	-	-	\$ 15,000
Grundy	\$ 5,000	\$ -	-	-	\$ 5,000
Guthrie	\$ 15,000	\$ -	-	-	\$ 15,000
Hamilton	\$ 15,000	\$ -	-	\$ 5,000	\$ 20,000
Hancock	\$ 15,000	\$ -	-	-	\$ 15,000

## Community Adolescent Pregnancy Prevention (CAPP) Program Local Service Project Contracts

Hardin	\$ 5,000	\$ -	-	-	\$ 5,000
Harrison	\$ 5,000	\$ -	-	-	\$ 5,000
Henry	\$ 15,000	\$ -	\$ 4,000	\$ 5,000	\$ 24,000
Howard	\$ 15,000	\$ -	-	-	\$ 15,000
Humboldt	\$ 5,000	\$ -	-	-	\$ 5,000
Ida	\$ 15,000	\$ -	-	-	\$ 15,000
Iowa	\$ 5,000	\$ -	-	-	\$ 5,000
Jackson	\$ 15,000	\$ -	-	-	\$ 15,000
Jasper	\$ 5,000	\$ -	-	\$ 5,000	\$ 10,000
Jefferson	\$ 15,000	\$ -	-	-	\$ 15,000
Johnson	\$ 5,000	\$ 25,000	\$ 4,000	\$ 10,000	\$ 44,000
Jones	\$ 5,000	\$ -	-	-	\$ 5,000
Keokuk	\$ 15,000	\$ -	-	-	\$ 15,000
Kossuth	\$ 5,000	\$ -	-	-	\$ 5,000
Lee	\$ 30,000	\$ -	-	\$ 10,000	\$ 40,000
Linn	\$ 15,000	\$ 25,000	\$ 8,000	\$ 15,000	\$ 63,000
Louisa	\$ 30,000	\$ -	-	\$ 5,000	\$ 35,000
Lucas	\$ 15,000	\$ -	-	-	\$ 15,000
Lyon	\$ 5,000	\$ -	-	-	\$ 5,000
Madison	\$ 5,000	\$ -	-	-	\$ 5,000
Mahaska	\$ 15,000	\$ -	-	\$ 5,000	\$ 20,000
Marion	\$ 5,000	\$ -	-	\$ 5,000	\$ 10,000
Marshall	\$ 30,000	\$ 15,000	-	\$ 10,000	\$ 55,000
Mills	\$ 15,000	\$ -	-	-	\$ 15,000
Mitchell	\$ 5,000	\$ -	-	-	\$ 5,000
Monona	\$ 15,000	\$ -	-	-	\$ 15,000
Monroe	\$ 30,000	\$ -	-	-	\$ 30,000
Montgomery	\$ 30,000	\$ -	-	\$ 5,000	\$ 35,000
Muscatine	\$ 30,000	\$ 15,000	-	\$ 10,000	\$ 55,000
O'Brien	\$ 15,000	\$ -	-	-	\$ 15,000
Osceola	\$ 5,000	\$ -	-	-	\$ 5,000
Page	\$ 30,000	\$ -	\$ 6,000	\$ 5,000	\$ 41,000
Palo Alto	\$ 5,000	\$ -	-	-	\$ 5,000
Plymouth	\$ 5,000	\$ -	-	\$ 5,000	\$ 10,000
Pocahontas	\$ 15,000	\$ -	-	-	\$ 15,000
Polk	\$ 15,000	\$ 25,000	\$ 8,000	\$ 15,000	\$ 63,000
Pottawattamie	\$ 30,000	\$ 15,000	\$ 6,000	\$ 15,000	\$ 66,000
Poweshiek	\$ 5,000	\$ -	-	-	\$ 5,000
Ringgold	\$ 15,000	\$ -	-	-	\$ 15,000
Sac	\$ 15,000	\$ -	-	-	\$ 15,000
Scott	\$ 30,000	\$ 25,000	\$ 6,000	\$ 15,000	\$ 76,000
Shelby	\$ 5,000	\$ -	-	-	\$ 5,000
Sioux	\$ 15,000	\$ 15,000	-	\$ 5,000	\$ 35,000
Story	\$ 5,000	\$ 25,000	\$ 6,000	\$ 5,000	\$ 41,000
Tama	\$ 30,000	\$ -	-	\$ 5,000	\$ 35,000
Taylor	\$ 30,000	\$ -	-	-	\$ 30,000
Union	\$ 15,000	\$ -	-	\$ 5,000	\$ 20,000
Van Buren	\$ 15,000	\$ -	-	-	\$ 15,000

## Community Adolescent Pregnancy Prevention (CAPP) Program Local Service Project Contracts

Wapello	\$ 30,000	\$ -	\$ 4,000	\$ 10,000	\$ 44,000
Warren	\$ 5,000	\$ 15,000	-	\$ 5,000	\$ 25,000
Washington	\$ 5,000	\$ -	-	\$ 5,000	\$ 10,000
Wayne	\$ 15,000	\$ -	-	-	\$ 15,000
Webster	\$ 30,000	\$ 15,000	\$ 4,000	\$ 10,000	\$ 59,000
Winnebago	\$ 5,000	\$ -	-	-	\$ 5,000
Winneshiek	\$ 5,000	\$ -	-	-	\$ 5,000
Woodbury	\$ 30,000	\$ 15,000	\$ 6,000	\$ 15,000	\$ 66,000
Worth	\$ 5,000	\$ -	-	-	\$ 5,000
Wright	\$ 30,000	\$ -	-	-	\$ 30,000

**Attachment Q: Sample Contract**

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

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

**CONTRACT DECLARATIONS AND EXECUTION**

<b>RFP #</b>	<b>Contract #</b>
ACFS 20-004	<i>{To be completed when contract is drafted.}</i>
<b>Title of Contract</b>	
<i>{To be completed when contract is drafted.}</i>	

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

<b>Agency of the State (hereafter “Agency”)</b>	
Iowa Department of Human Services	
<b>Contractor: (hereafter “Contractor”)</b>	

<b>Contract Information</b>	
<b>Start Date:</b> <i>{To be completed when contract is drafted.}</i>	<b>End Date of Base Term of Contract:</b> <b>End Date of Contract:</b> <i>{To be completed when contract is drafted.}</i>
<b>Possible Extension(s):</b>	
<b>Contractor a Business Associate?</b> No	<b>Contractor subject to Iowa Code Chapter 8F?</b> Unknown
<b>Contract Include Sharing SSA Data?</b> No	<b>Contractor a Qualified Service Organization?</b> No
<b>Contract Warranty Period (hereafter “Warranty Period”):</b> The term of this Contract, including any extensions.	<b>Contract Contingent on Approval of Another Agency:</b> No
<b>Security &amp; Privacy Office Data Confirmation Number:</b> N/A	
<b>Contract Payments include Federal Funds?</b> Yes <b>The contractor for federal reporting purposes under this contract is a:</b> Subrecipient or vendor <i>{To be completed when contract is drafted.}</i> <b>DUNS#:</b> <i>{To be completed when contract is drafted.}</i> <b>Office of Child Support Enforcement (“OCSE”) Funded Percentage:</b> <i>{To be completed when contract is drafted if applicable.}</i> <b>The Name of the Pass-Through Entity:</b> <i>{To be completed when contract is drafted.}</i> <b>CFDA #:</b> <i>{To be completed when contract is drafted.}</i> <b>Grant Name:</b> <i>{To be completed when contract is drafted.}</i> <b>Federal Awarding Agency Name:</b> <i>{To be completed when contract is drafted.}</i>	

This Contract consists of the above information, the attached General Terms for Services Contracts, Special Terms, and all Special Contract Attachments.

# SECTION 1: SPECIAL TERMS

## ***1.1 Special Terms Definitions.***

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

## ***1.2 Contract Purpose.***

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

## ***1.3 Scope of Work.***

### **1.3.1 Deliverables, Performance Measures, and Monitoring Activities.**

The Contractor shall provide the following:

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

### **1.3.2 Monitoring, Review, and Problem Reporting.**

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

- Verify Invoices and supporting documentation itemizing work performed prior to payment;
- Determine compliance with general contract terms, conditions, and requirements; and
- Assess compliance with Deliverables, performance measures, or other associated requirements in accordance with the monitoring activities set forth in the Deliverables, Performance Measures, and Monitoring Activities Section.

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

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

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

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

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

### **1.3.3 Contract Payment Clause.**

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

*{To be determined.}*

#### **1.3.3.2 Payment Methodology.**

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

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

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

**1.3.3.5 Payment of Invoices.** The Agency shall verify the Contractor's performance of the Deliverables and timeliness of Invoices before making payment. The Agency will not pay Invoices that are not considered timely as defined in this Contract. If the Contractor wishes for untimely Invoice(s) to be considered for payment, the Contractor may submit the Invoice(s) in accordance with instructions for the Long Appeal Board Process to the State Appeal Board for consideration. Instructions for this process may be found at:

[http://www.dom.state.ia.us/appeals/general\\_claims.html](http://www.dom.state.ia.us/appeals/general_claims.html).

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

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

**1.3.3.7 Travel Expenses.** If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210 <https://das.iowa.gov/state-accounting/sae-policies-procedures-manual>, and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.

### **1.4 Insurance Coverage.**

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

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



## SECTION 2. GENERAL TERMS FOR SERVICES CONTRACTS

**2.1 Definitions.** Definitions in this section correspond with capitalized terms in the Contract.

**“Acceptance”** means that the Agency has determined that one or more Deliverables satisfy the Agency’s Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency’s Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency’s Acceptance Tests.

**“Acceptance Criteria”** means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.

**“Acceptance Tests” or “Acceptance Testing”** mean the tests, reviews, and other activities that are performed by or on behalf of the Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.

**“Applicable Law”** means all applicable federal, state, and local laws, rules, ordinances, regulations, orders, guidance, and policies in place at Contract execution as well as any and all future amendments, changes, and additions to such laws as of the effective date of such change. Applicable Law includes, without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services (e.g., Iowa Code ch. 216 and Iowa Code § 19B.7). For employment, this would include equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors of suppliers. The term Applicable Law also encompasses the applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Office of the Chief Information Officer.

**“Bid Proposal” or “Proposal”** means the Contractor’s proposal submitted in response to the

Solicitation, if this Contract arises out of a competitive process.

**“Business Days”** means any day other than a Saturday, Sunday, or State holiday as specified by Iowa Code §1C.2.

**“Confidential Information”** means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a “Disclosing Party”) to the other party (a “Receiving Party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Regardless of whether or not the following information is designated as confidential, the term Confidential Information includes information that could be used to identify recipients or applicants of Agency services and recipients of Contract services including Protected Health Information (45 C.F.R. § 160.103) and Personal Information (Iowa Code § 715C.1(11)), Agency security protocols and procedures, Agency system architecture, information that could compromise the security of the Agency network or systems, and information about the Agency’s current or future competitive procurements, including the evaluation process prior to the formal announcement of results.

Confidential Information does not include any information that: (1) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (2) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (3) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (4) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this Agreement or in breach of any other agreement with the Disclosing Party; (5) is

independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; or (6) is disclosed by the Receiving Party with the written consent of the Disclosing Party.

**“Contract”** means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor identified in the Contract Declarations and Execution Section and includes the signed Contract Declarations and Execution Section, the General Terms for Services Contracts, the Special Terms, and any Special Contract Attachments, as these documents may be amended from time to time.

**“Deficiency”** means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a Deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

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

**“Documentation”** means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

**“Force Majeure”** means an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. Force Majeure does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of the

Contractor; claims or court orders that restrict the Contractor’s ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions.

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

**“Solicitation”** means the formal or informal procurement (and any Addenda thereto) identified in the Contracts Declarations and Execution Section that was issued to solicit the Bid Proposal leading to this Contract.

**“Special Contract Attachments”** means any attachment to this Contract.

**“Special Terms”** means the Section of the Contract entitled “Special Terms” that contains terms specific to this Contract, including but not limited to the Scope of Work and contract payment terms. If there is a conflict between the General Terms for Services Contracts and the Special Terms, the Special Terms shall prevail.

**“Specifications”** means all specifications, requirements, technical standards, performance standards, representations, and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the Solicitation, and the Bid Proposal. Specifications shall include the Acceptance Criteria and any specifications, standards, or criteria stated or set forth in any applicable state, federal, foreign, and local laws, rules and regulations. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.

**“State”** means the State of Iowa, the Agency, and all State of Iowa agencies, boards, and commissions, and when this Contract is available to political subdivisions, any political subdivisions of the State of Iowa.

**2.2 Duration of Contract.** The term of the Contract shall begin and end on the dates specified in the Contract Declarations and Execution Section, unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Agency may, in its sole discretion, amend the end date of this Contract by exercising any applicable extension by giving the Contractor a written extension at least

sixty (60) days prior to the expiration of the initial term or renewal term.

**2.3 Scope of Work.** The Contractor shall provide Deliverables that comply with and conform to the Specifications. Deliverables shall be performed within the boundaries of the United States.

#### **2.4 Compensation.**

**2.4.1 Withholding Payments.** In addition to pursuing any other remedy provided herein or by law, the Agency may withhold compensation or payments to the Contractor, in whole or in part, without penalty to the Agency or work stoppage by the Contractor, in the event the Agency determines that: (1) the Contractor has failed to perform any of its duties or obligations as set forth in this Contract; (2) any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency; or (3) the Contractor has failed to perform Close-Out Event(s). No interest shall accrue or be paid to the Contractor on any compensation or other amounts withheld or retained by the Agency under this Contract.

**2.4.2 Erroneous Payments and Credits.** The Contractor shall promptly repay or refund the full amount of any overpayment or erroneous payment within thirty (30) Business Days after either discovery by the Contractor or notification by the Agency of the overpayment or erroneous payment.

**2.4.3 Offset Against Sums Owed by the Contractor.** In the event that the Contractor owes the State any sum under the terms of this Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the State may, in its sole discretion, offset any such sum against: (1) any sum Invoiced by, or owed to, the Contractor under this Contract, or (2) any sum or amount owed by the State to the Contractor, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing offset.

#### **2.5 Termination.**

**2.5.1 Termination for Cause by the Agency.** The Agency may terminate this Contract upon written notice for the breach by the Contractor or any subcontractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or

correspondence delivered by the Agency to the Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

**2.5.1.1** The Contractor furnished any statement, representation, warranty, or certification in connection with this Contract, the Solicitation, or the Bid Proposal that is false, deceptive, or materially incorrect or incomplete;

**2.5.1.2** The Contractor or any of the Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

**2.5.1.3** The Contractor or any parent or affiliate of the Contractor owning a controlling interest in the Contractor dissolves;

**2.5.1.4** The Contractor terminates or suspends its business;

**2.5.1.5** The Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by the Contractor related to the Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;

**2.5.1.6** The Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code Chapter 8F), or local laws, rules, ordinances, regulations, or orders when performing within the scope of this Contract;

**2.5.1.7** The Agency determines or believes the Contractor has engaged in conduct that: (1) has or may expose the Agency or the State to material liability; or (2) has caused or may cause a person's life, health, or safety to be jeopardized;

**2.5.1.8** The Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress, or any other intellectual property right or proprietary right, or the Contractor misappropriates or allegedly misappropriates a trade secret;

**2.5.1.9** The Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or

**2.5.1.10** Any of the following has been engaged in by or occurred with respect to the Contractor or any corporation, shareholder or entity having or owning a controlling interest in the Contractor:

- Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
- Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
- Making an assignment for the benefit of creditors;
- Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with the Contractor's performance of its obligations under this Contract; or
- Taking any action to authorize any of the foregoing.

**2.5.2 Termination Upon Notice.** Following a thirty (30) day written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to the Contractor. Termination can be for any reason or no reason at all.

**2.5.3 Termination Due to Lack of Funds or Change in Law.** Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

**2.5.3.1** The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or

**2.5.3.2** If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or

**2.5.3.3** If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

**2.5.3.4** If the Agency's duties, programs or responsibilities are modified or materially altered; or

**2.5.3.5** If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract.

The Agency shall provide the Contractor with written notice of termination pursuant to this section.

**2.5.4 Other remedies.** The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

**2.5.5 Limitation of the State's Payment**

**Obligations.** In the event of termination of this Contract for any reason by either party (except for termination by the Agency pursuant to Section 2.5.1, *Termination for Cause by the Agency*) the Agency shall pay only those amounts, if any, due and owing to the Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 2.5.3, *Termination Due to Lack of Funds or Change in Law*, the Agency's obligation to pay the Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of Invoices and proper proof of the Contractor's claim. Notwithstanding the foregoing, this section in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of the Contractor's breach of this Contract or any amounts withheld by the Agency in

accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

**2.5.5.1** The payment of unemployment compensation to the Contractor's employees;

**2.5.5.2** The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

**2.5.5.3** Any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead, or other costs associated with the performance of the Contract;

**2.5.5.4** Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments, or commitments made in connection with this Contract; or

**2.5.5.5** Any taxes the Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes, or property taxes.

**2.5.6 Contractor's Contract Close-Out Duties.**

Upon receipt of notice of termination, at expiration of the Contract, or upon request of the Agency (hereafter, "Close-Out Event"), the Contractor shall:

**2.5.6.1** Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the Close-Out Event, describing the status of all work performed under the Contract and such other matters as the Agency may require.

**2.5.6.2** Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to the Contractor.

**2.5.6.3** Cooperate in good faith with the Agency and its employees, agents, and independent contractors during the transition period between the Close-Out Event and the substitution of any replacement service provider.

**2.5.6.4** Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by the Contractor.

**2.5.6.5** Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied at that time.

**2.5.7 Termination for Cause by the Contractor.**

The Contractor may only terminate this Contract for the breach by the Agency of any material term of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of the Contractor's written notice of breach.

**2.6 Reserved. (Change Order Procedure)**

**2.7 Indemnification.**

**2.7.1 By the Contractor.** The Contractor agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers, and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office,) and the costs, expenses, and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of:

**2.7.1.1** Any breach of this Contract;

**2.7.1.2** Any negligent, intentional, or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

**2.7.1.3** The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

**2.7.1.4** Any failure by the Contractor to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees, or costs required by the Contractor to conduct business in the State of Iowa;

**2.7.1.5** Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights, or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates, or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

**2.8 Insurance.**

**2.8.1 Insurance Requirements.** The Contractor, and any subcontractor, shall maintain in full force and

effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Contract, which includes any extensions or renewals thereof. The Contractor's insurance shall, among other things:

**2.8.1.1** Be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy.

**2.8.1.2** Name the State of Iowa and the Agency as additional insureds or loss payees on the policies for all coverages required by this Contract, with the exception of Workers' Compensation, or the Contractor shall obtain an endorsement to the same effect; and

**2.8.1.3** Provide a waiver of any subrogation rights that any of its insurance carriers might have against the State on the policies for all coverages required by this Contract, with the exception of Workers' Compensation.

The requirements set forth in this section shall be indicated on the certificates of insurance coverage supplied to the Agency.

**2.8.2 Types and Amounts of Insurance Required.**

Unless otherwise requested by the Agency in writing, the Contractor shall cause to be issued insurance coverages insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount specified in the Special Terms for each occurrence. In addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by Iowa law.

**2.8.3 Certificates of Coverage.** The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The Contractor shall maintain all insurance policies required by this Contract in full force and effect during the entire term of this Contract, which includes any extensions or renewals thereof, and shall not permit such policies to be canceled or amended except with the advance written approval of the Agency. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least a thirty (30) day prior written notice to the Agency. The certificates shall be subject to approval by the Agency. Approval of the insurance

certificates by the Agency shall not relieve the Contractor of any obligation under this Contract.

**2.8.4 Notice of Claim.** Contractor shall provide prompt notice to the Agency of any claim related to the contracted services made by a third party. If the claim matures to litigation, the Contractor shall keep the Agency regularly informed of the status of the lawsuit, including any substantive rulings. The Contractor shall confer directly with the Agency about and before any substantive settlement negotiations.

**2.9 Ownership and Security of Agency Information.**

**2.9.1 Ownership and Disposition of Agency Information.** Any information either supplied by the Agency to the Contractor, or collected by the Contractor on the Agency's behalf in the course of the performance of this Contract, shall be considered the property of the Agency ("Agency Information"). The Contractor will not use the Agency Information for any purpose other than providing services under the Contract, nor will any part of the information and records be disclosed, sold, assigned, leased, or otherwise provided to third parties or commercially exploited by or on behalf of the Contractor. The Agency shall own all Agency Information that may reside within the Contractor's hosting environment and/or equipment/media.

**2.9.2 Foreign Hosting and Storage Prohibited.** Agency Information shall be hosted and/or stored within the continental United States only.

**2.9.3 Access to Agency Information that is Confidential Information.** The Contractor's employees, agents, and subcontractors may have access to Agency Information that is Confidential Information to the extent necessary to carry out responsibilities under the Contract. Access to such Confidential Information shall comply with both the State's and the Agency's policies and procedures. In all instances, access to Agency Information from outside of the United States and its protectorates, either by the Contractor, including a foreign office or division of the Contractor or its affiliates or associates, or any subcontractor, is prohibited.

**2.9.4 No Use or Disclosure of Confidential Information.** Confidential Information collected, maintained, or used in the course of performance of the Contract shall only be used or disclosed by the Contractor as expressly authorized by law and only with the prior written consent of the Agency, either

during the period of the Contract or thereafter. The Contractor shall immediately report to the Agency any unauthorized use or disclosure of Confidential Information. The Contractor may be held civilly or criminally liable for improper use or disclosure of Confidential Information.

**2.9.5 Contractor Breach Notification Obligations.**

The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized use or disclosure of Confidential Information or other event(s) requiring notification in accordance with applicable law. In the event of a breach of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to follow Agency directives, which may include assuming responsibility for informing all such individuals in accordance with applicable laws, and to indemnify, hold harmless, and defend the State of Iowa against any claims, damages, or other harm related to such breach.

**2.9.6 Compliance of Contractor Personnel.** The Contractor and the Contractor's personnel shall comply with the Agency's and the State's security and personnel policies, procedures, and rules, including any procedure which the Agency's personnel, contractors, and consultants are normally asked to follow. The Contractor agrees to cooperate fully and to provide any assistance necessary to the Agency in the investigation of any security breaches that may involve the Contractor or the Contractor's personnel. All services shall be performed in accordance with State Information Technology security standards and policies as well as Agency security protocols and procedures. By way of example only, see Iowa Code 8B.23, <http://secureonline.iowa.gov/links/index.html>, and <https://ocio.iowa.gov/home/standards>.

**2.9.7 Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing Confidential Information, the Contractor shall promptly notify the Agency and cooperate with the Agency in any lawful effort to protect the Confidential Information.

**2.9.8 Return and/or Destruction of Information.** Upon expiration or termination of the Contract for any reason, the Contractor agrees to comply with all Agency directives regarding the return or destruction of all Agency Information and any derivative work. Delivery of returned Agency Information must be through a secured electronic transmission or by

parcel service that utilizes tracking numbers. Such information must be provided in a format useable by the Agency. Following the Agency's verified receipt of the Agency Information and any derivative work, the Contractor agrees to physically and/or electronically destroy or erase all residual Agency Information regardless of format from the entire Contractor's technology resources and any other storage media. This includes, but is not limited to, all production copies, test copies, backup copies and/or printed copies of information created on any other servers or media and at all other Contractor sites. Any permitted destruction of Agency Information must occur in such a manner as to render the information incapable of being reconstructed or recovered. The Contractor will provide a record of information destruction to the Agency for inspection and records retention no later than thirty (30) days after destruction.

**2.9.9 Contractor's Inability to Return and/or Destroy Information.** If for any reason the Agency Information cannot be returned and/or destroyed upon expiration or termination of the Contract, the Contractor agrees to notify the Agency with an explanation as to the conditions which make return and/or destruction not possible or feasible. Upon mutual agreement by both parties that the return and/or destruction of the information is not possible or feasible, the Contractor shall make the Agency Information inaccessible. The Contractor shall not use or disclose such retained Agency Information for any purposes other than those expressly permitted by the Agency. The Contractor shall provide to the Agency a detailed description as to the procedures and methods used to make the Agency Information inaccessible no later than thirty (30) days after making the information inaccessible. If the Agency provides written permission for the Contractor to retain the Agency Information in the Contractor's information systems, the Contractor will extend the protections of this Contract to such information and limit any further uses or disclosures of such information.

**2.9.10 Contractors that are Business Associates.** If the Contractor is the Agency's Business Associate, and there is a conflict between the Business Associate Agreement and this Section 2.9, the provisions in the Business Associate Agreement shall control.

**2.10 Intellectual Property.**

**2.10.1 Ownership and Assignment of Other Deliverables.** The Contractor agrees that the State and the Agency shall become the sole and exclusive owners of all Deliverables. The Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. The Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of the Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary, or affiliate of the Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by the Agency, upon completion or termination of this Contract, the Contractor will immediately turn over to the Agency all Deliverables not previously delivered to the Agency, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors, or affiliates, without the prior written consent of the Agency.

**2.10.2 Waiver.** To the extent any of the Contractor's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, the Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.

**2.10.3 Further Assurances.** At the Agency's request, the Contractor will execute and deliver such instruments and take such other action as may be requested by the Agency to establish, perfect, or protect the State's rights in and to the Deliverables and to carry out the assignments, transfers and

conveyances set forth in Section 2.10, *Intellectual Property*.

**2.10.4 Publications.** Prior to completion of all services required by this Contract, the Contractor shall not publish in any format any final or interim report, document, form, or other material developed as a result of this Contract without the express written consent of the Agency. Upon completion of all services required by this Contract, the Contractor may publish or use materials developed as a result of this Contract, subject to confidentiality restrictions, and only after the Agency has had an opportunity to review and comment upon the publication. Any such publication shall contain a statement that the work was done pursuant to a contract with the Agency and that it does not necessarily reflect the opinions, findings, and conclusions of the Agency.

### **2.11 Warranties.**

#### **2.11.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law.**

Warranties made by the Contractor in this Contract, whether: (1) this Contract specifically denominates the Contractor's promise as a warranty; or (2) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through the course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by the Contractor. With the exception of Subsection 2.11.3, the provisions of this section apply during the Warranty Period as defined in the Contract Declarations and Execution Section.

#### **2.11.2 Contractor represents and warrants that:**

**2.11.2.1** All Deliverables shall be wholly original with and prepared solely by the Contractor; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses, and authority necessary to provide the Deliverables to the Agency hereunder and to assign, grant and convey the rights, benefits, licenses, and other rights assigned, granted, or conveyed to the Agency hereunder or under any license agreement related hereto without violating any rights of any third party;

**2.11.2.2** The Contractor has not previously and will not grant any rights in any Deliverables to any third



party that are inconsistent with the rights granted to the Agency herein; and

**2.11.2.3** The Agency shall peacefully and quietly have, hold, possess, use, and enjoy the Deliverables without suit, disruption, or interruption.

**2.11.3 The Contractor represents and warrants that:**

**2.11.3.1** The Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and

**2.11.3.2** The Agency's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. The Contractor further represents and warrants there is no pending or threatened claim, litigation, or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. The Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then the Contractor shall, at the Agency's request and at the Contractor's sole expense:

- Procure for the Agency the right or license to continue to use the Deliverable at issue;
- Replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation;
- Modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation; or
- Accept the return of the Deliverable at issue and refund to the Agency all fees, charges, and any other amounts paid by the Agency with respect to such Deliverable. In addition, the Contractor agrees to indemnify, defend, protect, and hold harmless the State and its officers, directors, employees, officials, and agents as provided in the Indemnification Section

of this Contract, including for any breach of the representations and warranties made by the Contractor in this section.

The warranty provided in this Section 2.11.3 shall be perpetual, shall not be subject to the contractual Warranty Period, and shall survive termination of this Contract. The foregoing remedies provided in this subsection shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

**2.11.4 The Contractor represents and warrants that the Deliverables shall:**

**2.11.4.1** Be free from material Deficiencies; and

**2.11.4.2** Meet, conform to, and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Contract Declarations and Execution Section.

During the Warranty Period the Contractor shall, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five (5) Business Days of receiving notice of such Deficiencies or failures from the Agency or within such other period as the Agency specifies in the notice. In the event the Contractor is unable to repair, correct, or replace such Deliverable to the Agency's satisfaction, the Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Contract, and the Agency shall be entitled to pursue any other available contractual, legal, or equitable remedies. The Contractor shall be available at all reasonable times to assist the Agency with questions, problems, and concerns about the Deliverables, to inform the Agency promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract, notwithstanding that such Deliverables may have been accepted by the Agency, and provide the Agency with all necessary materials with respect to such repaired or corrected Deliverable.

**2.11.5** The Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for

similar tasks and Projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable Specification shall be the generally accepted industry standard. So long as the Agency notifies the Contractor of any services performed in violation of this standard, the Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, the Contractor shall reimburse the Agency any fees or compensation paid to the Contractor for the unsatisfactory services.

**2.11.6** The Contractor represents and warrants that the Deliverables will comply with all Applicable Law.

**2.11.7 Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.

### ***2.12 Acceptance of Deliverables.***

**2.12.1 Acceptance of Written Deliverables.** For the purposes of this section, written Deliverables means documents including, but not limited to Project plans, planning documents, reports, or instructional materials (“Written Deliverables”). Although the Agency determines what Written Deliverables are subject to formal Acceptance, this section generally does not apply to routine progress or financial reports. Absent more specific Acceptance Criteria in the Special Terms, following delivery of any Written Deliverable pursuant to the Contract, the Agency will notify the Contractor whether or not the Deliverable meets contractual specifications and requirements. Written Deliverables shall not be considered accepted by the Agency, nor does the Agency have an obligation to pay for such Deliverables, unless and until the Agency has notified the Contractor of the Agency’s Final Acceptance of the Written Deliverables. In all cases, any statements included in such Written Deliverables that alter or conflict with any contractual requirements shall in no way be considered as changing the contractual requirements unless and until the parties formally amend the Contract.

**2.12.2. Reserved. (*Acceptance of Software Deliverables*)**

### **2.12.3 Notice of Acceptance and Future**

**Deficiencies.** The Contractor’s receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable shall not be construed as a waiver of any of the Agency’s rights to enforce the terms of this Contract or require performance in the event the Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable.

### ***2.13 Contract Administration.***

**2.13.1 Independent Contractor.** The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents, and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division, or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Agency or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

**2.13.2 Incorporation of Documents.** To the extent this Contract arises out of a Solicitation, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the Solicitation and the Bid Proposal. The Solicitation and the Bid Proposal are incorporated into the Contract by reference. If the Contractor proposed exceptions or modifications to the Sample Contract attached to the Solicitation or to the Solicitation itself, these proposed exceptions or modifications shall not be incorporated into this Contract unless expressly set forth herein. If there is a conflict between the Contract, the Solicitation, and the Bid Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the Solicitation; (3) the Bid Proposal.

**2.13.3 Intent of References to Bid Documents.** To the extent this Contract arises out of a Solicitation, the references to the parties’ obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the Solicitation and the Bid Proposal. The failure of the parties to make reference to the terms of the Solicitation or the Bid Proposal in this Contract shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations

imposed by the terms of the Solicitation and the Contractor's Bid Proposal. Terms offered in the Bid Proposal, which exceed the requirements of the Solicitation, shall not be construed as creating an inconsistency or conflict with the Solicitation or the Contract. The contractual obligations of the Agency are expressly stated in this document. The Bid Proposal does not create any express or implied obligations of the Agency.

**2.13.4 Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply at all times with all Applicable Law. All such Applicable Law is incorporated into this Contract as of the effective date of the Applicable Law. The Contractor and Agency expressly reject any proposition that future changes to Applicable Law are inapplicable to this Contract and the Contractor's provision of Deliverables and/or performance in accordance with this Contract. When providing Deliverables pursuant to this Contract the Contractor, its employees, agents, and subcontractors shall comply with all Applicable Law.

**2.13.4.1** The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by Applicable Law. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and non-discrimination and accessibility plans and policies regarding services to clients as required under 11 Iowa Admin. Code chapter 121.

**2.13.4.2** In the event the Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in Section 2.13.9, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this Section 2.13.4.

**2.13.4.3** Notwithstanding anything in this Contract to the contrary, the Contractor's failure to fulfill any requirement set forth in this Section 2.13.4 shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend in whole or in part this Contract. The State may further declare the Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

**2.13.4.4** The Contractor, its employees, agents, and subcontractors shall also comply with all Applicable

Law regarding business permits and licenses that may be required to carry out the work performed under this Contract.

**2.13.4.5** If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, the Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars, and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation, a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

**2.13.5 Procurement.** The Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.

**2.13.6 Non-Exclusive Rights.** This Contract is not exclusive. The Agency reserves the right to select other contractors to provide Deliverables similar or identical to those described in the Scope of Work during the entire term of this Contract, which includes any extensions or renewals thereof.

**2.13.7 Amendments.** With the exception of the Contract end date, which may be extended in the Agency's sole discretion, this Contract may only be amended by mutual written consent of the parties. Amendments shall be executed on a form approved by the Agency that expressly states the intent of the parties to amend this Contract. This Contract shall not be amended in any way by use of terms and conditions in an Invoice or other ancillary transactional document. To the extent that language in a transactional document conflicts with the terms of this Contract, the terms of this Contract shall control.

**2.13.8 No Third Party Beneficiaries.** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State and the Contractor.

**2.13.9 Use of Third Parties.** The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. The Contractor shall notify the Agency in writing of all subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. The Agency reserves the right to review and approve all

subcontracts. The Contractor may enter into these contracts to complete the Project provided that the Contractor remains responsible for all Deliverables provided under this Contract. All restrictions, obligations, and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. The Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

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

**2.13.11 Assignment and Delegation.** The Contractor may not assign, transfer, or convey in whole or in part this Contract without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment. The Contractor may not delegate any of its obligations or duties under this Contract without the prior written consent of the Agency. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or will be made to the Contractor under this Contract.

**2.13.12 Integration.** This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

**2.13.13 No Drafter.** No party to this Contract shall be considered the drafter of this Contract for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter.

**2.13.14 Headings or Captions.** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

**2.13.15 Not a Joint Venture.** Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

**2.13.16 Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, for any default of activities and obligations, and for any fiscal liabilities.

**2.13.17 Supersedes Former Contracts or Agreements.** This Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Deliverables to be provided in connection with this Contract.

**2.13.18 Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

**2.13.19 Notice.** Any notices required by the Contract shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party's Contract Manager as set forth in the Contract Declarations and Execution Section. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party. Each such notice shall be deemed to have been provided:

- At the time it is actually received in the case of hand delivery;
- Within one (1) day in the case of overnight delivery, courier or services such as Federal Express with guaranteed next-day delivery; or
- Within five (5) days after it is deposited in the U.S. Mail.

**2.13.20 Cumulative Rights.** The various rights, powers, options, elections, and remedies of any party

provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.

**2.13.21 Severability.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

**2.13.22 Time is of the Essence.** Time is of the essence with respect to the Contractor's performance of the terms of this Contract. The Contractor shall ensure that all personnel providing Deliverables to the Agency are responsive to the Agency's requirements and requests in all respects.

**2.13.23 Authorization.** The Contractor represents and warrants that:

**2.13.23.1** It has the right, power, and authority to enter into and perform its obligations under this Contract.

**2.13.23.2** It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this Contract and this Contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

**2.13.24 Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

**2.13.25 Records Retention and Access.**

**2.13.25.1 Financial Records.** The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency during the entire term of this Contract, which includes any extensions or renewals thereof, and for a period of at least seven (7) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7) year period, whichever is later. The Contractor shall permit the

Agency, the Auditor of the State of Iowa or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the Contractor relating to orders, Invoices or payments, or any other Documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. Based on the audit findings, the Agency reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures. When state or federal law or the terms of this Contract require compliance with the OMNI Circular, or other similar provision addressing proper use of government funds, the Contractor shall comply with these additional records retention and access requirements:

**2.13.25.1.1** Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Contract require matching funds, cash contributions made by the Contractor and third-party in-kind (property or service) contributions, these funds must be verifiable from the Contractor's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.

**2.13.25.1.2** The Contractor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.

**2.13.25.1.3** The Contractor, in maintaining Project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Agency.

**2.13.25.1.4** The Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring, and evaluating its program.

**2.13.25.2** The Contractor shall retain all non-medical and medical client records for a period of seven (7) years from the last date of service for each patient; or in the case of a minor patient or client, for a period consistent with that established by Iowa Code § 614.1(9), whichever is greater.

**2.13.26 Audits.** Local governments and non-profit subrecipient entities that expend \$750,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of the OMNI Circular, OMB Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. 200. A copy of the final audit report shall be submitted to the Agency if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to the Agency that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. See the OMNI Circular, Section 200.330, Subrecipient and Contractor Determinations for a discussion of subrecipient versus contractor (vendor) relationships. The Contractor shall provide the Agency with a copy of any written audit findings or reports, whether in draft or final form, within two (2) Business Days following receipt by the Contractor. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

**2.13.27 Reimbursement of Audit Costs.** If the Auditor of the State of Iowa notifies the Agency of an issue or finding involving the Contractor's noncompliance with laws, rules, regulations, and/or contractual agreements governing the funds distributed under this Contract, the Contractor shall bear the cost of the Auditor's review and any subsequent assistance provided by the Auditor to determine compliance. The Contractor shall reimburse the Agency for any costs the Agency pays to the Auditor for such review or audit.

**2.13.28 Staff Qualifications and Background Checks.** The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors, or anyone acting for or on behalf of the Contractor, are properly licensed,

certified, or accredited as required under applicable state law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified, or accredited under state law or the Iowa Administrative Code.

The Agency reserves the right to conduct and/or request the disclosure of criminal history and other background investigation of the Contractor, its officers, directors, shareholders, and the Contractor's staff, agents, or subcontractors retained by the Contractor for the performance of Contract services.

**2.13.29 Solicitation.** The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

**2.13.30 Obligations Beyond Contract Term.** All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the expiration or termination of this Contract. Contract sections that survive include, but are not necessarily limited to, the following: (1) Section 2.4.2, *Erroneous Payments and Credits*; (2) Section 2.5.5, *Limitation of the State's Payment Obligations*; (3) Section 2.5.6, *Contractor's Contract Close-Out Duties*; (4) Section 2.7, *Indemnification*, and all subparts thereof; (5) Section 2.9, *Ownership and Security of Agency Information*, and all subparts thereof; (6) Section 2.10, *Intellectual Property*, and all subparts thereof; (7) Section 2.13.10, *Choice of Law and Forum*; (8) Section 2.13.16, *Joint and Several Liability*; (9) Section 2.13.20, *Cumulative Rights*; (10) Section 2.13.24 *Successors In Interest*; (11) Section 2.13.25, *Records Retention and Access*, and all subparts thereof; (12) Section 2.13.26, *Audits*; (13) Section 2.13.27, *Reimbursement of Audit Costs*; (14) Section 2.13.35, *Repayment Obligation*; and (15) Section 2.13.39, *Use of Name or Intellectual Property*.

**2.13.31 Counterparts.** The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

**2.13.32 Delays or Potential Delays of Performance.** Whenever the Contractor encounters any difficulty which is delaying or threatens to delay the timely

performance of this Contract, including but not limited to potential labor disputes, the Contractor shall immediately give notice thereof in writing to the Agency with all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Agency or the State of any rights or remedies to which either is entitled by law or pursuant to provisions of this Contract.

Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Furthermore, the Contractor will not be excused from failure to perform that is due to a Force Majeure unless and until the Contractor provides notice pursuant to this provision.

**2.13.33 Delays or Impossibility of Performance Based on a Force Majeure.** Neither party shall be in default under the Contract if performance is prevented, delayed, or made impossible to the extent that such prevention, delay, or impossibility is caused by a Force Majeure. If a delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a Force Majeure as defined in this Contract.

If a Force Majeure delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Agency.

The party seeking to exercise this provision and not perform or delay performance pursuant to a Force Majeure shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

**2.13.34 Right to Address the Board of Directors or Other Managing Entity.** The Agency reserves the right to address the Contractor's board of directors or other managing entity of the Contractor regarding performance, expenditures, and any other issue the Agency deems appropriate.

**2.13.35 Repayment Obligation.** In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

**2.13.36 Reporting Requirements.** If this Contract permits other State agencies and political subdivisions to make purchases off of the Contract, the Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the Agency on a quarterly basis. The report shall identify all of the State agencies and political subdivisions making purchases off of this Contract and the quantities purchased pursuant to the Contract during the reporting period.

**2.13.37 Immunity from Liability.** Every person who is a party to the Contract is hereby notified and agrees that the State, the Agency, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from the Contractor's and/or subcontractors' activities involving third parties and arising from the Contract.

**2.13.38 Public Records.** The laws of the State require procurement and contract records to be made public unless otherwise provided by law.

**2.13.39 Use of Name or Intellectual Property.** The Contractor agrees it will not use the Agency and/or State's name or any of their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Agency and/or the State.

**2.13.40 Taxes.** The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on the Contractor's employees' wages. The State is exempt from State and local sales and use taxes on the Deliverables.

**2.13.41 No Minimums Guaranteed.** The Contract does not guarantee any minimum level of purchases or any minimum amount of compensation.

**2.14 Contract Certifications.** The Contractor will fully comply with obligations herein. If any conditions within these certifications change, the Contractor will provide written notice to the Agency

within twenty-four (24) hours from the date of discovery.

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

The Contractor further agrees that the above language will be included in any subawards that contain provisions for children's services and that all subContractors shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day.

**2.14.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

By signing this Contract, the Contractor is providing the certification set out below:

**2.14.2.1** The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**2.14.2.2** The Contractor shall provide immediate written notice to the Agency if at any time the Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

**2.14.2.3** The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Contact the Agency for assistance in obtaining a copy of those regulations.

**2.14.2.4** The Contractor agrees by signing this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.

**2.14.2.5** The Contractor further agrees by signing this Contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

**2.14.2.6** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

**2.14.2.7** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**2.14.2.8** Except for transactions authorized under Section 2.14.2.4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily



excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**2.14.2.9** The Contractor certifies, by signing this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Contract.

### **2.14.3 Restriction on Lobbying.**

This section is applicable to all federally-funded contracts.

Title 45 of the Code of Federal Regulations, Part 93 sets conditions on the use of Federal funds supporting this Contract. The Contractor shall comply with all requirements of CFR Part 93 which is incorporated herein as if fully set forth. No appropriated funds supporting this Contract may be expended by the Contractor for payment of any person for influencing or attempting to influence an employee of the agency (as defined in 5 U.S.C.552(f)), a member of Congress in connection with the award of this Contract, the making of any federal funding grant award connected to this Contract, the making of any Federal loan connected to this Contract, the entering into any cooperative agreement connected to this Contract, and the extension, continuation, or modification of this Contract.

**2.14.3.1** The Contractor shall file with the Agency a certification form, set forth in Appendix A of 45 CFR Part 93, certifying the Contractor, including any subcontractor(s) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) have not made, and will not make, any payment prohibited under 45 CFR § 93.100.

**2.14.3.2** The Contractor shall file with the Agency a disclosure form, set forth in Appendix B of 45 CFR Part 93, in the event the Contractor or subcontractor(s) at any tier (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) has made or has agreed to make any payment using non-appropriated funds, including profits from any covered Federal action,

which would be prohibited under 45 CFR §93.100 if paid for with appropriated funds. All disclosure forms shall be forwarded from tier to tier until received by the Contractor and shall be treated as a material representation of fact upon which all receiving tiers shall rely.

**2.14.3.3** The Contractor shall file with the Agency subsequent disclosure forms at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects the accuracy of the information contained in any disclosure form previously filed. Such events include:

**2.14.3.3.1** A cumulative increase of \$25,000 or more in the amount paid or expected to be paid to influence a covered Federal action;

**2.14.3.3.2** A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; and

**2.14.3.3.3** A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

**2.14.3.4** The Contractor may be subject to civil penalties if the Contractor fails to comply with the requirements of 45 CFR Part 93. An imposition of a civil penalty does not prevent the Agency from taking appropriate enforcement actions which may include, but not necessarily be limited to, termination of the Contract.

### **2.14.4 Certification Regarding Drug Free Workplace**

**2.14.4.1 Requirements for Contractors Who are Not Individuals.** If the Contractor is not an individual, the Contractor agrees to provide a drug-free workplace by:

**2.14.4.1.1** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

**2.14.4.1.2** Establishing a drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The Contractor's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations;

**2.14.4.1.3** Making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by Subsection 2.14.4.1.1;

**2.14.4.1.4** Notifying the employee in the statement required by Subsection 2.14.4.1.1 that as a condition of employment on such contract, the employee will:

- Abide by the terms of the statement; and
- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

**2.14.4.1.5** Notifying the contracting agency within ten (10) days after receiving notice under the second unnumbered bullet of Subsection 2.14.4.1.4 from an employee or otherwise receiving actual notice of such conviction;

**2.14.4.1.6** Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and

**2.14.4.1.7** Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**2.14.4.2 Requirement for Individuals.** If the Contractor is an individual, by signing the Contract, the Contractor agrees not to engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Contract.

**2.14.4.3 Notification Requirement.** The Contractor shall, within thirty (30) days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):

**2.14.4.3.1** Take appropriate personnel action against such employee up to and including termination; or

**2.14.4.3.2** Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

**2.14.5 Conflict of Interest.** The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the Agency that is a conflict of interest. No employee, officer, or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code chapter 68B shall apply to this Contract. The Contractor shall

establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

In the event the Contractor becomes aware of any circumstances that may create a conflict of interest the Contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict. The Contractor shall promptly, fully disclose and notify the Agency of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Agency in writing within seven (7) Business Days after the conflict or appearance of conflict is discovered.

In the event the Agency determines that a conflict or appearance of a conflict exists, the Agency may take any action that the Agency determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:

**2.14.5.1** Exercising any and all rights and remedies under the Contract, up to and including terminating the Contract with or without cause; or

**2.14.5.2** Directing the Contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or

**2.14.5.3** Taking any other action the Agency determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

The Contractor shall be liable for any excess costs to the Agency as a result of the conflict of interest.

**2.14.6 Certification Regarding Sales and Use Tax.** By executing this Contract, the Contractor certifies it is either (1) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (2) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code § 423.1(42) and (43). The Contractor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its

representative filing for damages for breach of contract.

**2.14.7 Certification Regarding Iowa Code**

**Chapter 8F.** If the Contractor is or becomes subject to Iowa Code chapter 8F during the entire term of this Contract, which includes any extensions or renewals thereof, the Contractor shall comply with the following:

**2.14.7.1** As a condition of entering into this Contract, the Contractor shall certify that it has the information required by Iowa Code § 8F.3 available for inspection by the Agency and the Legislative Services Agency.

**2.14.7.2** The Contractor agrees that it will provide the information described in this section to the Agency or the Legislative Services Agency upon request. The Contractor shall not impose a charge for making information available for inspection or providing information to the Agency or the Legislative Services Agency.

**2.14.7.3** Pursuant to Iowa Code § 8F.4, the Contractor shall file an annual report with the Agency and the Legislative Services Agency within ten (10) months following the end of the Contractor's fiscal year (unless the exceptions provided in Iowa Code § 8F.4(1)(b) apply). The annual report shall contain:

**2.14.7.3.1** Financial information relative to the expenditure of state and federal moneys for the prior year pursuant to this Contract. The financial information shall include but is not limited to budget and actual revenue and expenditure information for the year covered.

**2.14.7.3.2** Financial information relating to all service contracts with the Agency during the preceding year, including the costs by category to provide the contracted services.

**2.14.7.3.3** Reportable conditions in internal control or material noncompliance with provisions of laws, rules, regulations, or contractual agreements included in external audit reports of the Contractor covering the preceding year.

**2.14.7.3.4** Corrective action taken or planned by the Contractor in response to reportable conditions in internal control or material noncompliance with laws, rules, regulations, or contractual agreements included in external audit reports covering the preceding year.

**2.14.7.3.5** Any changes in the information submitted in accordance with Iowa Code §8F.3

**2.14.7.3.6** A certification signed by an officer and director, two directors, or the sole proprietor of the Contractor, whichever is applicable, stating the annual report is accurate and the recipient entity is in full compliance with all laws, rules, regulations, and contractual agreements applicable to the recipient entity and the requirements of Iowa Code chapter 8F.

**2.14.7.3.7** In addition, the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to the Agency.

**2.14.8 Reserved. (*Food and Nutrition Services Funded Contract*).**