

REQUEST FOR PROPOSAL (RFP)

Child Care Resource and Referral Services

FWBP-CC-25-001

Redlined Version with Second Amendment Incorporated

February 5, 2024

Melanie Mathes

Iowa Department of Health and Human Services – Hoover State Office Building
1305 E. Walnut St.
Des Moines, Iowa 50319

Phone: 515-377-0344

mmathes@dhs.state.ia.us

# *RFP Purpose.*

The purpose of this Request for Proposal (RFP) is to solicit proposals that will enable the Department of Health and Human Services (Agency) to select the most qualified contractor/contractors to provide Child Care Resource & Referral (CCR&R) services, as outlined in Iowa Code § 237A.26. The CCR&R system, described in greater detail later in this RFP, is a coordinated, statewide system of services to parents, child care providers, and the community. The Agency is soliciting proposals from contractors who can demonstrate their organizational capacity to plan and deliver CCR&R services across pre-determined regional service areas and on a statewide basis.

CCR&R services are multi-faceted and target a number of different audiences. While the majority of services are more suited to be delivered at the regional level with close connection to local needs, some services are more efficiently delivered at the statewide level. As such the Agency has organized this RFP into regional CCR&R services, four (4) statewide CCR&R services, and a pilot program. The Agency intends to award five (5) regional CCR&R contracts, one for each of the regionally identified CCR&R areas (Attachment M). Bidders who submit bids for regional CCR&R services also have the option to bid on one, some, or all of the following four statewide services. Please review Section 3 of this RFP for instructions on how to submit proposals for these services.

1. Statewide Parent Referral Services
2. Statewide Professional Development Coordination
3. Statewide Communication and Marketing
4. Statewide Behavioral Health Coordination

Additionally, bidders who submit bids for Regional CCR&R Services also have the option to bid on a pilot project. Please review Section 3 of this RFP for instructions on how to submit a proposal for this service.

1. Pilot Child Care Center Director Training Program

# *Duration of Contract.*

The Agency anticipates executing multiple contracts as a result of this procurement. The Agency, however, has the sole discretion on whether to award any contracts or the number of contracts as a result of the RFP. Each contract will have an initial 2-year contract term with the ability to extend the contract for 4additional 1**-**year terms. The Agency will have the sole discretion to extend the contract.

# *Bidder Eligibility Requirements..*

Due to requirements in Iowa Code § 237A.26, the Agency will only consider proposals from Bidders who are:

* Either a nonprofit incorporated entity or a public agency
	+ incorporated nonprofit entities must have a board of directors
	+ public agencies must have an advisory board
	+ the board shall include providers, consumers and other persons interested in the provision or delivery of child care services and oversee the provision of resource and referral services.

Additionally, the Agency will only consider proposals for Statewide Parent Referral Services, Statewide Professional Development Coordination, Statewide Communication Support, Statewide Behavioral Health Coordination, and Child Care Director Training Program from Bidders who have also bid to provide Regional CCR&R Services. Contracts for Statewide Parent Referral Services, Statewide Professional Development Coordination, Statewide Communication and Marketing Statewide Behavioral Health Coordination, and Pilot Child Care Center Director Training Program will only be awarded to those Bidders awarded one or more contracts for the regional CCR&R Services.

Procurement Timetable

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

|  |  |
| --- | --- |
| **Event** | **Date** |
| Agency Issues RFP Notice to Targeted Small Business Website (48 hours): | **November 1, 2023** |
| Agency Issues RFP to IMPACS Electronic Procurement System | **November 3, 2023** |
| Bidder Letter of Intent to Bid Due By  | **November 13, 2023****2 PM** |
| Bidders’ Conference Will Be Held on the Following Date and Time: Only bidders who provide Attachment F, Notice of Intent to Bid, will be provided with the Bidders’ Conference information. | **November 28, 2023** **2 PM** |
| Bidder Written Questions Due By | **December 5, 2023****2 PM** |
| Agency Responses to Questions Issued By | **December 15, 2023** |
| **Bidder Proposals and any Amendments to Proposals Due By** | **January 26, 2024****12 PM** |
| Agency Announces Apparent Successful Bidder/Notice of Intent to Award  | **March 13, 2024** |
| Contract Negotiations and Execution of the Contract Completed  | **June 3, 2024** |
| Anticipated Start Date for the Provision of Services | **July 1, 2024** |

Section 1 Background and Scope of Work

1.1 Background.

This RFP is designed to provide Bidders with the information necessary for the preparation and submission of competitive bid proposals for providing Child Care Resource and Referral (CCR&R) services. A main goal of the executed contracts is to support accessibility of quality child care throughout the state through services provided to child care providers, families, and communities.

Interested Bidders should be aware that the contracts executed as a result of this RFP will contain performance incentives. The Contractor will have the opportunity to earn additional payments based on their performance. The Agency has identified desired results through performance measures and targets and will monitor the results achieved under the contracts.

The successful Bidders will work in collaboration with other early childhood organizations and systems in the state, including but not limited to Early Childhood Iowa (ECI), local boards and component groups, the Teacher Education and Compensation Helps (T.E.A.C.H.) program, the Child Care WAGE$ IOWA program, First Children’s Finance, Iowa State University Extension and Outreach, and Healthy Child Care Iowa (HCCI).

1.1.1 Considerations

The Agency has made a number of determinations in advance of issuing this RFP. These include the following:

1. This procurement will result in a separate award for each of the five (5) CCR&R Regions (See the Iowa Child Care Resource and Referral Agency Regional Map, Attachment M). Bidders may bid for multiple Regions, but awards will be made separately for each Region. Bidders wishing to submit bids for more than one region shall submit a separate, complete proposal for each region. A single Bidder bidding on multiple Regions may be awarded contracts in more than one Region. It is the expectation of the Agency that all successful Bidders will coordinate with one another to provide statewide consistency in CCR&R services once awards are made.
2. This procurement includes four (4) optional bids for services that must be provided on a statewide basis. These services will be efficiently and effectively provided at a statewide level as compared to a regional level. Bidders must submit a proposal for at least one Region to be eligible to submit proposals for the optional bids. Bidders who submit a proposal for at least one Region may submit proposals for any or all of the optional bids. The Agency intends to contract with one or more of the Bidders awarded a regional contract to provide the services set forth in the optional bids.
3. This procurement also includes one (1) optional bid for a pilot program that will initially be developed and implemented within the successful Bidder’s region and shall have the option of expanding to other regions and ultimately statewide throughout the remaining duration of the contract, upon agreement of both the Agency and the successful Bidder. Bidders must submit a proposal for at least one Region to be eligible to submit proposals for the optional bid.

1.1.2 History
Over the past 33 years, the Iowa CCR&R system has evolved from fragmented local offices to a statewide system divided into five (5) geographic Regions. The beginnings of the system were first seen in 1989, when in recognition of the high percentage of working parents and the need to improve the supply and quality of child care providers, Iowa established grants for Child Care Resource and Referral agencies throughout Iowa. Starting in 1990, those agencies were categorized into five (5) service delivery areas, with service provision still being accomplished locally. In July 1992 in response to legislation, a statewide system of CCR&R services was established. In 2002 the CCR&R agencies implemented a standardized marketing plan, including establishment of a statewide logo. Another unifying factor came in 2006 when Iowa’s Quality Rating System (QRS) was implemented statewide with the CCR&R agencies serving as the central location for supporting providers and submitting applications. In 2011 the CCR&R Regions were reorganized to align with the proposed boundaries for local Early Childhood Iowa (ECI) areas, and services were redefined to contribute to consistency in services statewide. In the last RFP, which was released in 2018, statewide provision of service contracts was introduced. The CCR&R System became the entry point for individuals wishing to become registered as a Child Development or Child Care Home and pay for performance measures were introduced into the contract.

1.1.3 Current Concept

The current concept for CCR&R services is built on six significant factors.

1. High quality child care is important for parents and the economy.
2. High quality child care is important for healthy development of children in care.
3. High quality child care provides immense benefits when compared to the amount of the initial investment.
4. Multi-level support is needed to increase the supply of high quality child care.
5. Iowa’s increasingly diverse population necessitates culturally-and linguistically-appropriate support.
6. Supporting increases in quality of child care requires data-driven decision making.

Child care is vital to Iowa’s families and the state economy. Child care issues impact a parent’s ability to work or pursue higher education, skills development, or training. Iowa has the highest percentage of parents with young children with both (or the only) parents in the workforce (75% vs. 66% nationally), creating a significant need for child care. Without an adequate supply of quality child care it is difficult for parents to be productive members of the workforce. In fact, a 2020 survey conducted by the US Chamber of Commerce Foundation and the Iowa Association of Business and Industry found that 24% of Iowans reported child care issues significantly impacted their employment and 36% of Iowans reported significant disruption to their education. When parents face challenges securing adequate child care or disruptions in their child care provider arrangements, the impacts ripple throughout the community. Parents either miss work completely, arrive late, or leave early. Even if this does not occur, parents may still be distracted at work merely thinking about or receiving calls from their child care provider. At a time when U.S. employers are struggling to find qualified employees to fill positions quality child care could provide an important support to workforce participation.

The quality of early environments and experiences have a significant impact on the development of the brain. Nurturing and responsive child care environments that work with families in a child’s best interest can support children’s healthy growth and development. Research has shown that starting even before birth, children are continuously and rapidly learning. During the first few years of life more than one million new neural connections are formed every second and by the age of five, more than 90 percent of the framework of the brain is built (Center on the Developing Child, 2009). This learning happens wherever children are and from whoever they are with, magnifying the fact that child care is a crucial part of a child’s early learning environment. This also indicates that those in the child care workforce are important early educators. A recent national review of the research solidified that there is a specific set of professional knowledge and competencies that caregivers must possess in order to promote healthy development in children.

Furthermore, research on the long-term effects of quality child care has shown that there is a $4 to $9 return on investment for every dollar invested in a high quality early child care program, with the larger returns being seen when disadvantaged children are in high quality child care programs. These returns are seen through a variety of impacts such as increased life-cycle income for the child and reduced spending on special education, healthcare, and criminal justice activities (Garcia, Heckman, et. al, 2016).

Given the importance of high quality child care for children, parents, and the community, the Agency has a significant interest in supporting and increasing the supply of quality, accessible child care. The CCR&R system plays an instrumental role in this effort. CCR&R services detailed in Section 1.3 (Scope of Work) provide multiple levels of support to increase the availability of quality child care programs. Services to parents not only help parents find care but also educate them on the importance of quality in a child care setting, thus increasing the demand for high quality care. Services for child care providers combine multiple methods of training, coaching and Technical Assistance that promote development of the required professional knowledge and competencies that caregivers need to promote healthy development. Community services promote understanding of how the supply of quality child care affects the entire community and work in conjunction with members of the community to develop innovative methods to address local needs.

The Agency also considers the changing population of Iowa a significant factor in the provision of CCR&R services. Although the majority of the population is still Caucasian, Iowa is becoming an increasingly diverse state. According to the State Data Center of Iowa, from 2010 to 2020 the percentage of increase in minority populations (50.1-166.1%) significantly outpaced the increases in the Caucasian population (1.2%). A portion of this trend is due to increasing minority populations of children. Families, children, and child care providers who work with families need support that is culturally and linguistically appropriate to the needs of those from all racial and ethnic backgrounds.

Finally, the Agency firmly believes that data should drive decision making regarding effectiveness of services and planning for how to continuously improve CCR&R services. This belief can be seen in the importance that is placed on using a robust suite of data collection applications and the requirements to report multiple data sets of interest to the Agency’s Contract Manager.

1.1.4 Funding

Child Care Resource and Referral (CCR&R) funding through these contracts is derived from the Federal Child Care and Development Block Grant (CCDBG). The following reflects the history of Agency funding to CCR&R contracted agencies since SFY19.

State Fiscal Year Funding Amounts
 2019 $ 5,422,873
 2020 $ 5,519,087
 2021 $ 5,529,032
 2022 $ 6,071,090
 2023 $ 6,673,705

CCR&R agencies also seek and receive funding from Early Childhood Iowa (ECI) areas, local foundations, United Way, and other state and community partners.

1.1.5 CCR&R State Network
The mission of the CCR&R State Network is to provide resources, education, and advocacy to support quality child care. CCR&R agencies play an integral role in providing parents with referrals and information regarding quality child care, increasing the quality of child care, and educating the community about early care and education services and issues. The successful Bidders will participate in the CCR&R State Network Team, comprised of the five (5) CCR&R regional directors (one from each region) and Agency state-level staff who support the CCR&R system. The purpose of the CCR&R State Network is to ensure consistency, integrity, and coordination of quality services across the regions and to develop standardized processes and procedures for services delivered within the CCR&R system.

1.1.6 Regional and Statewide Information

The following information is provided for planning and budgeting purposes:

Child Care Resource and Referral is divided into five geographic Regions (see Attachments M and N). Bidders should carefully review Section 1.3 (Scope of Work) and Section 3 (Bidder Instructions) as there are some services that will be provided at a regional level and some services that will be provided on a statewide basis.

In SFY 2023 CCR&R provided child care referrals to 6,455 families. Of those referrals 1,825 referrals were provided by parent referral specialists and 4,630 referrals were accessed from the interactive CCR&R online referral system.

In SFY 2023 the CCR&R System presented to 97 parent groups and 436 community partners. Additionally, they attended 223 community fairs and 59 communities of practice and/or peer to peer collaboration groups.

In SFY 2023 the CCR&R System provided 4,073 hours of training and issued 10,580 training certificates to providers throughout Iowa.

In SFY 2023 the CCR&R System provided 8,209 instances of technical assistants to individuals wanting to become a new Child Development Home or Child Care Home accepting Child Care Assistance. As a result of that work, they submitted 194 applications to the Agency's Centralized Child Care Unit.

In SFY 2023 the CCR&R System provided 25,340 hours of technical assistance (consultation and coaching) to child care providers.

**1.1.7 Child Care Center Director Training Program Pilot**

The Agency is actively working to increase the knowledge and skills of center directors across the state. Center directors often have a diverse set of roles and responsibilities including, ensuring health & safety standards, staff supervision, scheduling, hiring, recordkeeping, and marketing the program to potential families. While classroom teachers impact children’s daily experiences, center directors impact the overall functioning of the center and children’s developmental outcomes by structuring the conditions that support teacher effectiveness.

Directors must have a firm understanding of child development and best practices in early childhood education to ensure the overall management of the center supports children’s development. However, they must also have a variety of other content knowledge such as relationship building, organization, and employee management to be successful in their position. Additionally, it is essential that directors remain calm under pressure and take time to care for their own physical and emotional health so they can provide overall leadership for the program.

To do all of this successfully, directors must prioritize their duties and tasks on an ongoing basis and focus on what is most important at any particular moment, even as they keep an eye on the long term. Managing all these tasks successfully can often feel like an unsurmountable feat. However, doing so effectively, directly or indirectly, influences the overall success and reputation of a program. That is why having a highly qualified director is essential to a facility’s overall success.

Section 1.3.4 describes requirements for the development of a pilot program that will help effectively prepare directors for these challenges. Since 2008, the Agency has contracted with Iowa State University – Extension and Outreach (ISU-EO) to develop and deliver the I-Consult Professional Development Program to Child Care Resource and Referral Consultants and staff. The evidenced-based I-Consult teaching framework has shown to be very effective and highly revered by nearly all participants. Those that wish to bid on the pilot program described in section 1.3.4 are encouraged to reach out to ISU-EO and other evidence-based resources to learn about best and promising practices related to an effective Director Training Program.

1.2 RFP General Definitions.

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

***“Administrative Costs”*** means the general administration and general expenses such as salary and benefits for administrators and support staff, rent and lease payments, utilities, data collection and data processing costs, printing, communications equipment and services and other costs necessary to support the delivery of services.

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

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

***“Bidder(s)”*** means the entity/entities that submits a Bid Proposal in response to this RFP.

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

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

***“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 a number of 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. Examples of Indirect Costs are building rent and utilities.

***“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.***

***"CCR&R State Network”*** means the decision-making body responsible for consistent and quality service delivery throughout the state. Membership includes the CCR&R Regional directors, Agency staff, and others as determined by the Agency.

***"Centralized Child Care Staff”*** means staff from the Agency’s central office that is responsible for processing Child Care Assistance (CCA) paperwork and registration applications for Child Development Homes.

***"Child Care Assistance (CCA)"*** means the child care subsidy program administered by the Agency (Iowa Admin. Code ch. 441-170).

***"Child Care Assistance Paid Homes (CCA Paid)"*** means child care homes that are not registered but are approved to accept CCA payments and must follow regulations (Iowa Admin. Code ch 441-120).

***"Child Care Aware of America (CCAoA)"*** means a national membership-based nonprofit organization working to advance affordability, accessibility, development, and learning of children in child care, formerly known as the National Association of Child Care Resource and Referral Agencies (NACCRRA).

***“Child Care Collaborative of Iowa”*** means the program operated by Mid-Sioux Opportunity, Inc. That provides services to child care programs to improve financial practices and optimize resources that benefit child, families and their business. Services include business coaching aligned with state supported child care management systems and technology grants.

***“Child Care Nurse Consultants (CCNCs)”*** means registered nurses who have completed the Iowa Training Project for Child Care Nurse Consultants. CCNCs provide consultation, training, technical assistance, information and referral as well as care planning for children with special health needs.

***“Child Care Ready”*** means a professional development series designed to prepare individuals for a career in early childhood education. This accelerated professional development series includes coaching, mentorship and best practices to prepare individuals to be employed at a child care center or start a home child care business. Additional information can be found at <https://iowaccrr.org/providers/ccr/>

***"Child Care WAGE$ IOWA”*** means a program that offers salary supplements (also called stipends) to the early care and education workforce, based on the individual's level of formal education and commitment to their program and helps to retain educated members of the ECE workforce. This initiative is housed within the Iowa Association for the Education of Young Children (Iowa AEYC).

***"Child Development Associate (CDA) Credential"*** means a nationally recognized credential earned by individuals working in the early child care and education field. The CDA credential is based on a core set of competency standards and includes an assessment process by the Council for Professional Recognition.

***"Child Development Home (CDH)"*** means a person or program registered under Iowa Code section 237A.3A that may provide child care to seven or more children at any one time. .

***"ChildNet"*** means the 25-hour training series offered through CCR&R focused on areas specifically designed for child development home providers. The course consists of 10 modules that provide the foundation for operating a successful child care home business. Topics include ethical business practices; appropriate activities, routines, and guidance; nutrition; health and safety; and effective communication.

***"ChildNet Certification"*** means a verified completion of the 25-hour ChildNet training series and completion of the certification process. .

***"Consultation"*** means a collaborative, problem-solving process between an external consultant with specific expertise and adult learning knowledge and skills and an individual or group from one program or organization. Consultation facilitates the assessment and resolution of an issue specific concern, a program/organizational staff or child/family-related issue or addresses a specific topic.

***“Contract Manager"*** means the Agency person or persons accountable to the Contract Owner, acting under the direction and guidance of the Contract Owner for a specific contract.

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

***“Core Curricula”*** means foundational child care provider curricula that is required by the Agency to be taught by the CCR&R system statewide on an annual basis. Currently Core Curricula includes: Essentials Child Care Preservice, ChildNet, PITC, Foundations of Understanding Trauma, EC-PBIS Preschool Modules, EC-PBIS Infant and Toddler Modules, EC-PBIS Family Child Care Modules, School Age Matters, and Iowa Early Learning Standards.

***"Early Childhood Iowa (ECI)"*** means a system-building initiative comprised of a confederation or alliance of stakeholders in Early Care, Health and Education Systems, that affect children ages prenatal to five years in Iowa. Its purpose is to support the development and integration of an Early Care, Health and Education System for Iowa. For more information, go to: <https://earlychildhood.iowa.gov/>

**“*Early Childhood-Positive Behavioral Interventions and Supports (EC-PBIS)”*** means Iowa’s pyramid model initiative which offers early childhood programs a comprehensive, evidence-based approach to promoting social-emotional development and addressing challenging behaviors among young children. EC-PBIS creates nurturing environments for children equipped with supported staff trained to respond to challenging behaviors to support the goal of fostering positive mental health at a young age.

***“Early Childhood-Positive Behavioral Interventions and Supports (EC-PBIS) Module Training”*** means the training series for child care providers that teaches the evidence-based practices found in the Pyramid Model framework. There are 3 versions of the training relevant to child care providers: EC-PBIS for Preschool, EC-PBIS for Infants & Toddlers, and EC-PBIS for Family Child Care.

***“Early Childhood-Positive Behavioral Interventions and Supports State Leadership Team (EC-PBIS SLT)”*** means an interdisciplinary group of early childhood stakeholders led by the Iowa Department of Education and the Agency that develops the state infrastructure for all early care, health, and education providers to successfully implement the Pyramid Model with fidelity.

***"Environment Rating Scale (ERS)"*** means a set of early childhood tools or scales developed through the Frank Porter Graham Child Development Institute of the University of North Carolina at Chapel Hill. The scales are used to measure classroom and program quality through assessments by a trained, independent observer. The scales may also be used for self-assessment and program improvement. Four scales are available based on the type of program and ages of children in the classroom assessed:

1. Family child care environment rating scale (FCCERS) for programs in a family child care or child development home setting for children from infancy through school age.
2. Infant and toddler environment rating scale (ITERS) for groups of children in center-based care from birth up to three years of age.
3. Early childhood environment rating scale (ECERS) for center-based care with groups of children aged three through five years.
4. School-age care environment rating scale (SACERS) for center-based programs with groups of school-age children aged 5 through 12 years.

***"First Children's Finance"*** means a nonprofit community development financial institution that provides financing, training and business-development assistance to child care businesses and which has an Iowa regional office.

***"Healthy Child Care Iowa (HCCI)"*** means a program of the Agency that works to improve the quality of health and safety in early care and education programs serving infants, toddlers, preschoolers, school-aged children and their families. HCCI provides structure and fidelity for Child Care Nurse Consultants at the local level.

***"I-Consult Credential"*** means the child care Consultation training and credential administered by Iowa State University (ISU).

***"Iowa Quality for Kids (IQ4K)"*** means Iowa’s voluntary child care rating and improvement system for Child Development Homes, licensed child care centers and preschools, and child care programs that are operated by school districts. IQ4K was developed to raise the quality of child care in Iowa, increase the number of children in high-quality child care settings, and educate parents about quality in child care. For more information, see <https://iowaccrr.org/providers/iq4k/>.

***"Iowa State University Extension and Outreach (ISU-EO)"*** means the programs within Family Life department of ISU-EO that support the early childhood system within Iowa. Examples of pertinent programs include I-Consult, New Staff Orientation, Essentials Child Care Pre-service training, and Environment Rating Scale Assessments and Training.

***“National Data System (NDS)”*** means the data platform powered by WorkLife Systems that CCAoA offers to CCR&R agencies nationwide to track and store child care data.

***“Operational Data Store”*** means Iowa’s secure centralized child care data system that integrates relevant information from multiple sources to provide comprehensive data that will help drive decision-making.

***"Peer-to-Peer TA"*** means a type of Technical Assistance (TA) that fosters the development of relationship-based learning and support communities among colleagues, often in like roles. Peer-to-Peer TA is based on the premise that a significant expert knowledge base exists in the field and that peers who have solved challenges on the ground have developed tools and strategies that can be shared with their colleagues.

 ***“Practice-Based Coaching (PBC)”*** means an evidence-based coaching approach used to support the implementation of effective practices. For more information see <https://eclkc.ohs.acf.hhs.gov/professional-development/article/practice-based-coaching-pbc>

***"Program for Infant Toddler Care (PITC)”*** means the Program for Infant Toddler Care training developed by West Ed, which includes five, 10-hour modules.

***“Program Wide Positive Behavioral Interventions and Supports (PW-PBIS)”*** means the training intended for leadership teams of classroom-based early childhood programs. The purpose of the training is to help guide and support the leadership team through the program wide EC-PBIS process.

***“Pyramid Model”*** means a framework of evidence-based practices for promoting young children’s social and emotional development and addressing challenging behavior. In Iowa our interagency initiative based on the Pyramid Model is called EC-PBIS. More information on the Pyramid Model can be found at <https://challengingbehavior.org/pyramid-model/overview/basics/>.

***"Quarterly Contract Start Dates"*** means July 1st /October 1st /January 1st /April 1st of each year.

***"Quarterly Contract End Dates"*** means September 30th/December 31st /March 31st /June 30th of each year.

***“Regional CCR&R Services”*** means the services provided within each CCR&R region and includes Scope of Work as outlined in Sections (1.3.1(A-G)).

***"Regions"*** means the five geographic regions of CCR&R, which are represented in Attachments M and N.

***"Regulatory Staff"*** means staff from the Agency responsible for ensuring compliance with child care regulations for centers, Child Development Homes, and CCA Paid Homes.

***“State Network Team”*** means the five (5) CCR&R regional directors (one from each region) and Agency state-level staff. The CCR&R State Network Team meets on a regular basis with the purpose of ensuring consistency, integrity, and coordination of quality services across the regions and to develop standardized processes and procedures for services delivered within the CCR&R system.

***"T.E.A.C.H.”*** means a comprehensive scholarship program that provides the early childhood workforce access to educational opportunities and helps to establish a well-qualified, fairly compensated and stable workforce for Iowa's children. This initiative is housed within the Iowa Association for the Education of Young Children (Iowa AEYC).

***"Technical Assistance (TA)"*** means the provision of targeted and customized supports by a professional(s) with subject matter and adult learning knowledge and skills to develop or strengthen processes, knowledge application, or implementation of services by recipients. This includes multiple methods such as Consultation, Coaching and Peer-to-Peer TA.

***1.3 Scope of Work.***

**1.3.1 Deliverables for Regional CCR&R Services.**

The Contractor shall provide the following service activities in the performance of Regional Child Care Resource and Referral (CCR&R) Services for the identified CCR&R region (Attachment M):

**1.3.1.1 CCR&R Regional Program Requirements:**

1. Cultural and Linguistic Diverseness. Contractor shall:
	1. Recruit, promote, and support culturally and linguistically diverse governance, leadership, and workforce that is responsive to the population in the region.
	2. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and procedures on an ongoing basis.
	3. Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.
2. Office Requirements. Contractor shall:
	1. Dedicate a Regional Director (See 1.3.1.4(1)) to full-time leadership and oversight of the regional service area.
	2. Identify as a CCR&R organization on all printed materials, websites, correspondence, and telephone calls. All materials must also indicate “Funding provided by the Iowa Department of Health and Human Services through the Child Care Development Fund.”
	3. Maintain a physical office within the region that must be open year-round, at least five days per/week, except for national and state holidays, in accordance with the Contractor’s organizational policies.
3. Subcontracting. In addition to the requirements at 2.32 the Contractor shall:
	1. Allow subcontracting for the delivery of Contract services only when subcontracting provides the most effective and efficient method of service delivery, while considering appropriate span of control and supervisory supports for staff.
	2. Assure subcontracted agencies identify themselves as a CCR&R contractor within the corresponding region on all printed materials, websites, correspondence, and telephone calls. All materials funded through the subcontract must also indicate “Funding provided by the Iowa Department of Health and Human Services through the Child Care Development Fund.”
4. Memberships/Partnerships/Licensure. Contractor shall:
	1. Participate as an active member of the Iowa CCR&R Network to ensure uniform service delivery, including but not limited to:
		1. Regional Directors shall attend State Network Team meetings.
		2. Identify representatives to attend the following statewide coordination teams:
			1. Data
			2. Training
			3. Community development
			4. Provider Technical Assistance
			5. IQ4K Specialists
			6. Behavioral Health
		3. Attend trainings and other meetings convened by the CCR&R State Network.
		4. Present challenges and proposed solutions identified at the regional level to the CCR&R State Network for statewide agreement, development, and/or implementation.
		5. Develop and adhere to Agency approved CCR&R policies and procedures and deliver CCR&R services as a cohesive statewide system in collaboration with each of the other Regions.
	2. Work in collaboration with Early Childhood Iowa (ECI) through representation in appropriate groups that convene to implement strategic plan goals, as determined by the CCR&R State Network.
	3. Obtain a license or agreement with the CCR&R region that has the license for NDS within 30-days of the Contract effective date. The license agreement shall be maintained for the entire term of the Contract. The Contractor shall provide the Agency access to NDS through a user account.
	4. Purchase and use an electronic survey tool (e.g., Survey Monkey) for the purpose of gathering survey information, as agreed upon by the CCR&R State Network and the Agency, within 30-days of the Contract effective date.
	5. Approve the regional purchase and printing of statewide supplies, as organized by the Statewide Communication Coordinator, in conjunction with the State Network Team and the Agency.
	6. Allow Iowa State University (as a contractor to the Agency) access to specific child care provider data element categories (as identified by the Agency) contained in NDS. The following categories of data may be shared to facilitate the Operational Data Store’s (ODS) ability to create child care vacancy information by program type and assist with the child care market rate survey:
		1. Contact Information (e.g., business name, program director/owner contact information)
		2. Program Information (e.g., program type, care settings, schedule, private pay rates and fees changed to families [deposit, registration, annual])
		3. Program Data (e.g., openings by age, CCA acceptance, staffed/desired capacity by age, licensed capacity by age/registered capacity)
		4. Credentials (e.g., licensing/registration dates, QRS/IQ4K status)
		5. Special Needs (e.g., type of care available)
		6. Staffing patterns (e.g., staff employed, staff vacancies)
		7. System Information (e.g., database update dates and timestamps)
	7. Facilitate the mutual sharing of the above-mentioned data element categories, as data is sent and received, between NDS and the ODS system.
	8. Collaborate and communicate with the Agency to identify any mutually agreed-upon changes to the identified data element categories. The communication shall include any potential changes to what is being accessed and shared, as well as updates on other systems being integrated into the ODS.

**1.3.1.2 Provider Services**

The Contractor shall:

1. Provide Technical Assistance (TA) to child care providers in the defined region. The Contractor shall ensure TA to child care providers is culturally and linguistically appropriate (e.g., services and communications are provided in languages that are spoken by the child care workforce). Technical assistance is not limited to, but shall include:
	1. Consultation: Contractor shall provide consultation on the following topics:
		1. Ongoing compliance with child care regulations.
		2. Addressing issues identified in Agency compliance or complaint reports. The Contractor shall work cooperatively with the Agency to ensure this Consultation is consistent with Agency regulatory and/or policy staff guidance.
		3. Supporting non-registered child care homes to become registered CDHs.
		4. Timely CDH registration renewal, including contacting registered CDH providers prior to registration expiration to prevent unintended temporary closures.
		5. Designing engaging and inclusive child care environments. Including but not limited to: using the ERS, universal design for learning, arrangement of physical space, choice of materials, schedules, routines and transitions.
		6. Child care staff interactions with children. Including but not limited to engaging and developmentally appropriate activities to support all domains of learning, use of the Iowa Early Learning Standards, evaluating and selecting an age-appropriate curriculum, implementing screening and assessments, trauma responsive interactions, and EC-PBIS practices.
		7. Professional Development opportunities that prepare staff to meet regulations and use research-based practices.
		8. Assist providers in achieving, maintaining, and increasing their quality as evidenced by their participation in Iowa’s Quality Rating and Improvement System (QRIS): Iowa Quality for Kids (IQ4K)
		9. Additional resources outside of CCR&R services that are available to child care providers.
	2. Coaching: Contractor shall use PBC to support child care provider implementation of the effective practices taught in the trainings below. Coaching on effective practices from additional trainings may be added based on decisions from the State Network Team with approval by the Agency.
		1. Starting the first year of the contract and continuing throughout the life of the contract: ChildNet and Program Wide EC-PBIS.
		2. Starting the third year of the contract and continuing throughout the life of the contract: EC-PBIS for Family Child Care.
	3. Peer-to-Peer TA: Contractor shall facilitate professional learning communities that meet at least quarterly to enable providers to come together to learn from each other, discuss ongoing challenges, and receive answers to applicable questions. Meetings may be held virtually or in-person.
2. Plan, market, and provide training opportunities in the region for individuals in the child care workforce. This includes:
	1. Annually by May 1, the Contractor shall assess training needs in the region to inform the development of an annual training plan.
	2. Annually in May, the Contractor shall participate in a training planning meeting with the statewide training coordination team (see 1.3.1(A)(4)(a)) and the Professional Development Coordinator (see 1.3.1(I)) to inform a statewide virtual training plan. All virtual trainings for Core Curricula will be funded and administered through the optional bid at 1.3.1(I).
	3. The Contractor shall develop, implement, and adhere to an annual regional training plan. The Contractor shall submit a draft of the plan for approval by June 15th of every year (Attachment O) outlining in-person Core Curricula and additional local trainings to be offered throughout the Contract period.
		1. The draft training plan shall include, at minimum, specified trainings mandated by the Agency following determination of current needs. It is not limited to, but generally includes: Essentials Child Care Preservice, ChildNet, PITC, Foundations of Understanding Trauma, EC-PBIS Preschool Modules, EC-PBIS Infant and Toddler Modules, EC-PBIS Family Child Care Modules, School Age Matters and Iowa Early Learning Standards.
		2. In addition to trainings mandated by the Agency, the Contractor shall provide additional trainings as determined by locally identified needs and or by request.
		3. A list of mandated training to be offered shall be provided by the Agency to the Contractor by May 15th of every year.
		4. All mandated trainings shall be delivered utilizing approved curricula and as described in CCR&R Training Policies and Procedures Handbook which is found at <https://iowaccrr.org/resources/files/BGP/100%20TrainingManual.pdf>.
	4. The contractor shall schedule trainings and track attendance using the i-PoWeR system and shall market and promote attendance at the trainings.
	5. The contractor shall ensure that all instructors meet and abide by the guidelines outlined in the CCR&R Training Policies and Procedures Handbook (<https://iowaccrr.org/resources/files/BGP/100%20TrainingManual.pdf>).
	6. The Contractor shall market and promote regional provider attendance to statewide, virtual trainings, including, but not limited to virtual Core Curricula trainings administered by the optional bid at 1.3.1(I), Universal Precautions trainings, Mandatory Child Abuse Reporter trainings, and Medication Administration trainings.
3. The Contractor shall ensure that all interested providers have access to the ChildNet Certification Program, following CCR&R ChildNet Procedures (<https://iowaccrr.org/resources/files/BGP/259%20CN%20Policies%20%26%20Procedures.pdf>). Contractor duties shall include, but are not limited to:
	1. Offer certification to all ChildNet training participants.
	2. Provide Coaching to assist with preparation for ChildNet Certification, as requested.
	3. Conduct ChildNet Certification visits in accordance with the CCR&R ChildNet Procedures, which can be found at the link above.
4. The Contractor shall promote and assist child care providers with participation in the Quality Rating and Improvement System (QRIS)– Iowa Quality for Kids (IQ4K)
	1. The Contractor shall assist child care providers with applying for, achieving, maintaining, and increasing IQ4K ratings. Contractor duties shall include but are not limited to:
		1. Contact all providers without an IQ4K rating on an annual basis to make them aware of the benefits of the IQ4K system and offer resources to assist them in the application process.
		2. Assist child care providers, as requested, in the completion of the program’s IQ4K application.
		3. Assist providers, as requested, in developing a continuous quality improvement plan aimed at moving up the IQ4K level system.
		4. Ensure the regional IQ4K Specialist receives, reviews, and does a preliminary approval of all regional IQ4K applications, before submitting the application to the Agency. The Contractor shall obtain any missing or incomplete information from the provider prior to submitting applications to the Agency.
		5. Submit completed IQ4K applications to the Agency for determination of rating.
		6. Support current IQ4K rated providers in maintaining or increasing their IQ4K rating.
	2. As requested by the Agency, the Contractor shall work in conjunction with any entity designated by the Agency to support an ongoing marketing campaign for IQ4K.

1. As requested by the Agency perform initial assessments of regional child care needs following a disaster and communicate with families utilizing child care services during a disaster.
2. To facilitate alignment between Agency regulatory activities and provision of CCR&R services, the Contractor shall regularly meet with Agency Regulatory Staff and Centralized Child Care Staff. The Agency reserves the right to modify the frequency of these meetings, however meetings currently happen on a monthly basis. Meetings may be held virtually or in-person at the Agency’s discretion.
	1. The Contractor shall assign staff as relevant to their work duties to attend these meetings and ensure at least one staff member attends all regularly scheduled meetings with the Agency’s Regulatory Staff and all regularly scheduled meetings with the Agency’s Centralized Child Care Staff.
	2. Additionally, the Contractor shall develop, implement, and adhere to an Agency approved plan detailing how information from these meetings will be communicated to all relevant staff that are not able to attend.
3. To support accessibility of child care, the Contractor shall engage in efforts to recruit and retain the child care workforce in the region. These efforts shall include, but are not limited to:
	1. The Contractor will review available data sources including, but not limited to, CCR&R data, data from the state Operational Data Store and census data to identify areas in the region where there is not sufficient supply of child care to meet the demand.
	2. Offer Child Care Ready to potential new providers within the region at least one time per contract year. Ensure scheduling takes into account ease of access for areas identified in 1.3.1.2(7)(a) and that marketing efforts for Child Care Ready target those areas.
	3. The Contractor shall serve as the entry point for all initial Registered Child Development Home (CDH) and Child Care Assistance (CCA) Paid Provider Applications.
		1. Contractor shall support potential child care providers in completing the application process.
		2. Contractor shall submit completed application packets to the Agency for processing/approval.
	4. Offer Consultation to CDH applicants to prepare for pre-inspection.
	5. Administer a funding support program for child care providers. The intent of the program will be to support recruitment of new providers and promote retention of current providers by providing common items needed to meet regulatory requirements. No construction would be funded only items related to regulatory requirements. The State Network Team with Agency approval will determine exact eligibility requirements.
	6. The Contractor shall ensure that their staff have or obtain the knowledge to:
		1. Articulate why effective business and financial practices are important to the sustainability of a child care program.
		2. Direct child care providers to resources that can support them in using effective business and financial practices. Including but not limited to First Children’s Finance and Child Care Collaborative of Iowa services contracted through Mid-Sioux Opportunities, Inc.
		3. Encourage child care businesses to implement state-contracted Child Care Management System (CCMS) software (I.e. brightwheel & Playground).
	7. The Contractor shall explore strategies to increase supply and access to high-quality child care programs and make biannual written recommendations to the Agency that include both immediate and long-term strategies aimed at expanding the supply of high-quality care and sustaining quality over time.
	8. As approved by the Agency, the Contractor shall implement the identified strategies recommended in 1.3.1.2(7)(g).
	9. The Contractor shall present and distribute information regarding the significant need for and importance of quality child care to community agencies including, but not limited to, the following: ECI, United Way, Board of Supervisors, Chamber of Commerce, etc.
	10. The Contractor shall provide, as requested, Technical Assistance to communities and providers on initial steps to start a child care business including, but not limited to:
		1. Types of child care providers in Iowa and associated regulations,
		2. Where to find data relevant to planning a new child care program such as local child care needs and average child care pricing
		3. Important considerations for physical facilities to meet regulations,
		4. Referral to other resources such as First Children’s Finance or the Iowa Child Care Collaborative for governance, finances and human resources considerations.
4. The Contractor shall develop, implement, and administer an Agency approved survey aimed at assessing participants’ satisfaction with provider services offered by the Contractor.
	1. The State Network Team shall collaborate to initially develop and annually review the survey and shall obtain the Agency’s approval of the survey prior to administering it.
	2. The survey shall be sent in October and April to all individuals that received TA services.
	3. The Contractor shall market the survey and strive to obtain at least a 25% participation rate.

**1.3.1.3 Community and Employer Services**

The Contractor shall:

1. Provide educational presentations on child care issues, including, but not limited to:
	1. Types of child care in Iowa
	2. The IQ4K system
	3. How to search for and interview child care providers
	4. How community leaders can support availability of child care
	5. How employers can support availability of child care
2. Provide resources and consumer education about child care to families in the regional service area. This includes, but is not limited to:
	1. Inform parents about the availability of and how to access CCR&R Parent Referral services.
	2. Provide information regarding IQ4K to families and ensure information is available in locations frequently attended/viewed by families, e.g., community fairs, birthing centers, workplace, social services offices, parenting websites, social media targeted to parents, etc.
3. Provide resources and public education to community leaders and organizations throughout the regional service area. This includes, but is not limited to:
	1. Use a variety of resources, including presentations in 1.3.1.1(1), print media, and digital media to provide public education on child care, including IQ4K, in Iowa. At minimum Contractor shall ensure the following receive resources: Agency local offices, PROMISE JOBS offices, hospitals, health care clinics, WIC clinics and Maternal/Child Health agencies.
	2. Participate in community fairs/events to promote awareness of CCR&R services, IQ4K and child care issues.
4. Provide resources and public education to employers in the regional service area. This includes, but is not limited to:
	1. For all employers in the regional service area with more than 500 employees, contact the human resources office/staff to offer presentations (1.3.1.1(1)) to employers and their employees. Schedule and provide presentations for employers as requested.
	2. Use a variety of resources, including presentations (1.3.1.1(1), print media and digital media to provide public education on child care to employers.
5. The Contractor shall serve as an advocate to community leaders and employers to engage their support for child care accessibility and affordability. Duties shall include, but are not limited to the following:
	1. In areas identified in 1.3.1.2(7)(a), reach out to community agencies (e.g.: ECI, United Way, Board of Supervisors, Chamber of Commerce, the Iowa Women's Foundation, etc.) and major employers in the area to assess current child care needs and interest of community to support development of a plan of action to address the need.
	2. Offer CCR&R services based on the community needs and support development of and implementation of a plan of action if the community is interested.
6. Share appropriate data regarding child care in the area, as requested.
7. Collaborate within the CCR&R system to ensure consistent and up to date resources are available to the community and employers. This includes but is not limited to:
	1. Assist in the maintenance of the statewide CCR&R website, by providing the following information to the website’s statewide designated point of contact, as needed
		1. Child care data specific to each county and region wide.
		2. Current regional staff directories.
	2. Ensure the NDS community database is populated with accurate and updated information regarding community resources in the region, is updated at least quarterly, and includes information on how to access these resources.
	3. Provide feedback to Statewide Parent Referral Services Contractor as requested to ensure accurate and relevant information is included in all parent referrals.
	4. Provide feedback to Statewide Communications Contractor regarding statewide consumer education or public education resources.

**1.3.1.4 Staffing Requirements**
The Contractor shall maintain the following minimum positions, and additional positions (e.g., administrative assistant support for data entry, training logistics, etc.) as needed to provide quality services. The Contractor shall maintain minimum staff education and experience qualifications as specified. Degrees other than those specifically listed must be approved by the Agency prior to hiring. The Contractor shall ensure that staff members and individual contractors (e.g., instructors) are familiar with KinderTrack (KT) and Iowa’s Early Childhood and School Age Professional Workforce Registry (i-PoWeR), are able to use the systems to support data collection and other work activities, and are able to support child care providers and families with the use of both systems as relevant to the work of the position. The Contractor shall ensure that staff members are deployed in a manner to ensure equitable service delivery across the region. The Contractor shall ensure that all staff providing or supervising direct services to families or child care providers receive the Agency approved mandatory child abuse reporting training as required in Iowa Code § 232.69 within 30 days of hire and maintain current training.

Contract Staff Minimum Qualifications

1. Regional Director:
Minimum qualifications include a bachelor’s degree appropriate for the position and five years’ experience providing organizational leadership, management, and staff supervision.
2. IQ4K Specialist(s):
Minimum educational qualifications include a Bachelor’s Degree in Early Childhood, a Bachelor’s Degree in Elementary Education, with an Early Childhood Endorsement, or a Bachelor’s Degree in Child and Family Services and 2 years’ experience working with the QRIS. Candidates who may not meet education requirements, but have a combination of education and experience will be reviewed with and approved by the Agency, on a case-by-case basis. All QRIS Specialists shall:
	1. Enroll in the first available Level 1 I-Consult training following employment, as space allows.
	2. Successfully complete Level 1 I-Consult training within 12 months of beginning the training.
	3. After at least one year of employment as an IQ4K Specialist, enroll in the first available Level 2 I-Consult training following successful completion of I-Consult Level 1 training, as space allows.
3. Regional Behavioral Health Specialist:

Minimum educational qualifications shall include a Bachelor’s Degree in Early Childhood, a Bachelor’s Degree in Elementary Education, with an Early Childhood Endorsement, or a Bachelor’s Degree in Child and Family Services; formal education in mental health or behavioral guidance of young children or at least three (3) years of experience working with children who are experiencing significant social, emotional, behavioral, and mental health needs. Candidates who may not meet education requirements but have a combination of education and experience will be reviewed with and approved by the Agency, on a case-by-case basis. The Regional Behavioral Health Specialist shall:

1. Enroll in the first available Level 1 I-Consult training following employment, as space allows.
2. Successfully complete Level 1 I-Consult training within 12 months of beginning the training.
3. After successful completion of Level 1 I-Consult training within the next 12 months enroll in and successfully complete PBC training, as space allows.
4. After at least one year of employment as a regional behavioral health specialist, successful completion of Level 1 I-Consult and PBC training, enroll in the first available Level 2 I-Consult training, as space allows.
5. Child Care Consultant(s):
Minimum educational qualifications include a Bachelor’s Degree in Early Childhood, a Bachelor’s Degree in Elementary Education, with an Early Childhood Endorsement, a Bachelor’s Degree in Child and Family Services, a Bachelor's Degree in Psychology, or a Bachelor's Degree in Social Work. Candidates who may not meet education requirements but have a combination of education and experience will be reviewed with and approved by the Agency, on a case-by-case basis.
	1. All Child Care Consultants shall:
		1. Enroll in the first available Level 1 I-Consult training following employment, as space allows.
		2. Successfully complete Level 1 I-Consult training within 12 months of beginning the training.
		3. After successful completion of Level 1 I-Consult training within the next 12 months enroll in and successfully complete PBC training, as space allows.
		4. After at least one year of employment as a child care consultant, successful completion of Level 1 I-Consult and PBC, enroll in Level 2 I-Consult training, as space and support allows.
		5. Obtain the I-Consult Credential within 12 months of beginning the Level 2 I-Consult training.
		6. Maintain the I-Consult Credential following protocol developed by ISU-EO and the Agency.
	2. Until such time as all Child Care Consultants within the region have obtained the I-Consult Credential, a minimum of two Child Care Consultants per year shall obtain the I-Consult Credential as funding allows.
	3. Maintain or have an active plan, approved by the Agency, to secure or access at least one Child Care Consultant certified in PITC through WestEd. Certified PITC consultants shall support/guide all regional consultants around infant/toddler consultation needs.
	4. The Contractor shall employ at least one individual who has earned the I-Consult Peer Mentor Credential. This individual shall have at least .10 FTE dedicated to Mentor responsibilities.
	5. All Child Care Consultants and Mentors shall maintain a current I-Consult Credential. Such credentials shall be renewed via the renewal process outlined and approved by ISU-EO and the Agency.
	6. Staff providing Child Care Consultant services, via an approved Agency waiver, under the current contract may be ‘grandfathered’ and approved to provide services as a Child Care Consultant under the new contract.

**1.3.1.5 Data Requirements**

1. The Contractor shall use NDS or other database(s) as approved by the Agency, as the primary data collection and reporting system for all services. The Contractor shall:
	1. Ensure that NDS, or other database(s) approved by the Agency, shall include registered Child Development Homes, licensed child care centers and preschools, license-exempt programs, and non-registered child care home providers. The database shall also include nonregistered providers receiving public funds for the purpose of including those providers in mailings by the Contractor. The database shall include, at a minimum: type of program; regulatory status; location; capacity; hours of operation; age range served; rates charged to parents for the ages served; and ability to serve children with special needs.
	2. Update provider rates by September 1st of each year to support the Agency’s efforts in accessing the most up-to-date provider rates (in establishing statewide payment rates for the state Child Care Assistance program).
	3. Enter data, including provider information and services performed under this Contract, into applications within NDS or other Agency-approved system(s) within five days of provider notification or date of service provision. Reasonable efforts shall be made to obtain and record e-mail addresses of parents, providers, and community members/stakeholders.
	4. Make data contained within NDS available to the public on a 24/7 basis for parent referrals. The full data base shall be made available as needed to state and local officials to assist in emergency response efforts.
	5. Update provider data, at least quarterly, with an accurate listing of all providers in the region.
	6. Populate the NDS community database, at least quarterly, with accurate and updated information regarding community resources in the region and includes information on how to access these resources.
	7. Have data back-up and recovery plan that ensure data lost to hardware or software failures, human error, cyber attacks or natural disasters can be recovered.

**1.3.1.6 Program Evaluation**

1. The Contractor shall participate in annual program evaluation in an area of focus. This shall include, but is not limited to:
	1. The State Network Team shall identify an area of CCR&R services to focus on by September 1st each year. The focus area must be approved by the Agency.
	2. The Contractor shall participate in a plan to identify, collect (if applicable), and analyze data relevant to the focus area.
	3. Contractor will share data analysis with regional staff and develop program improvement strategies to share with the Agency.

**1.3.1.7 Contractor Reporting Requirements (**This section addresses Contractor reporting requirements for regional CCR&R services.)

1. The Contractor shall submit quarterly electronic reports. The quarterly reports shall be submitted to the Agency no later than (30) calendar days after the end of each quarter. A cumulative annual report shall be submitted to the Agency (30) calendar days after the end of the state fiscal year which is July 1-June 30. All reports shall be submitted to the Agency in an Agency-approved format and shall include, at a minimum, the following information:
2. Quarterly Reporting requirements:
	1. Number of hours of TA provided, separated by type of TA (consultation, coaching, facilitated peer-to-peer), regulatory type (licensed center, CDH, CCA Paid) and TA topic area (e.g. infant/toddler practices, IQ4K support, etc.).
	2. Number of participants that received TA, unduplicated and the average, minimum and maximum number of hours of TA received per participant.
	3. Number of participants that completed the survey at 1.3.1.2(8) and the percentage of participants that indicated TA satisfactorily supported: resolution of an issue, implementation of effective practices or development of a learning community. (Only in quarters when the survey was completed)
	4. Number of contracted training events scheduled and held, including name of training, location, and dates.
	5. Number of providers enrolled and percentage of providers successfully completing each of the contracted training events held.
	6. Number of individuals that completed contracted training events that reported improved knowledge or understanding of the content area on the training evaluation.
	7. Percentage of participants that completed a training and filled out a training evaluation that indicated satisfaction with the training they attended.
	8. Number and percentage of eligible CDHs that were ChildNet certified as of the last day of the reporting period.
	9. Number and percentage of eligible licensed centers and CDHs that had an IQ4K rating as of the last day of the reporting period.
	10. Number of IQ4K applications submitted to the Agency, separated by regulatory type.
	11. Percentage of IQ4K applications submitted to the Agency that required additional follow up, separated by regulatory type.
	12. Number of provider applications submitted to the Agency, separated by regulatory type (CCA Paid vs. CDH).
	13. Number and overall percentage of applications submitted to the Agency that required additional follow up, separated by regulatory type (CCA Paid vs. CDH).
	14. Number of individuals that completed the Child Care Ready program during the reporting period.
	15. Number of programs that received items through the funding support program described in 1.3.1.2(7)(e).
	16. Written recommendations (1.3.1.2(7)(g)) aimed at expanding the supply of high-quality care and sustaining quality over time.
	17. Strategies used during the reporting period provide consumer education and information regarding IQ4K to families.
	18. Strategies used during the reporting period to inform community leaders, organizations, and employers about CCR&R Services and IQ4K.
	19. Number of community meetings held, including date, location, and attendance.
	20. Number of presentations or fairs attended aimed at educating community leaders, organizations, or employers on CCR&R services, including date and location.
	21. Number of presentations about CCR&R services and child care issues targeting families and childcare providers, including date and location.
	22. Narrative regarding support provided to community agencies in 1.3.1.3(5).
3. Annual Reporting Requirements
	1. Year-end totals for all elements above in quarterly reports
	2. Percentage of State Network Team meetings attended by Regional Director or appointed representative.
	3. Average percent of participants that completed a training.
	4. Percentage of staff that meet the requirements in 1.3.1.4 or have an agency approved exception.
	5. Percentage of provider rates in NDS on June 30 that had been updated within 12 months.

**1.3.2 Performance Measures for Regional CCR&R Services.**

1. Regional Directors or a representative they appoint attend a minimum of 75% of State Network Team meetings.
2. Annually an average of 80% of participants that received TA and completed the survey described in 1.3.1.2(8) indicate that CCR&R TA services satisfactorily supported: resolution of an issue; implementation of effective practices; or development of a learning community.
3. Annually on average 80% of participants that completed a training and filled out a training evaluation will indicate satisfaction with the training they attended.
4. Annually on June 30, 10% of eligible CDHs will be ChildNet Certified.
5. 90% of Registered Child Development Home (CDH)/Child Care Assistance (CCA) Paid Provider Applications submitted to the Agency’s Centralized Child Care Unit shall be accurate, complete, and not require additional follow up.
6. For the first two years of the contract, 65% of IQ4K applications submitted to the Agency, shall not require additional follow up. Starting in the 3rd year of the contract this performance measure will increase by 5% each year (i.e. SFY 25 & 26: 65%; SFY 27: 75%; SFY 28: 80%; SFY 29: 85%; SFY 30: 90%).
7. Annually on June 30, 12% of eligible child care programs (licensed centers & CDHs) will have a IQ4K rating.
8. Provide at least four (4) educational presentations per year.
9. At least two different methods to inform families regarding child care and IQ4K were used region wide (e.g. mailings, email, fliers in public spaces, social media, radio advertising, etc…)
10. At least two different methods to provide resources and public education to community leaders and organizations were used region wide (e.g. mailings, email, fliers in public spaces, social media, radio advertising, etc.)
11. Participate in at least four community fairs/events to provide public education.
12. 80% of human resource offices of employers with more than 500 employees were contacted.
13. Hold community meetings (see 1.3.1.3(5)(a)), within two areas of the region, at least two (2) times each year. Meetings shall be held in the communities identified in 1.3.1.2(7)(a).
14. 100% of staff either meet the requirements in 1.3.1.4 or have an agency approved exception.
15. Annually on September 1, 80% of provider rates in NDS have been updated within 12 months.
16. An area of CCR&R services to focus on for the annual program evaluation was received by the contract manager by June 30.

This ends the Scope of Work Deliverables for Regional CCR&R Services. The remaining services consist of Statewide Parent Referral, Statewide Professional Development Coordination, Statewide Communication Support, Statewide Behavioral Health Coordination and Child Care Center Director Training Program. These services will be awarded on a statewide basis. If interested in bidding, see Section 3 of this RFP for instructions.

**1.3.3 Deliverables for Optional Statewide Services.**

**1.3.3.1 Statewide Parent Referral Services**

1. The Contractor shall:
	1. Offer personalized telephone parent referral services, including but not limited to:
		1. Secure, maintain, and manage a statewide toll-free telephone number to be used for parent referral services.
		2. Parent referral specialists available during the following hours, at a minimum except for national and state holidays in accordance with the Contractor’s organizational policies:
		Monday 8:00am to 4:30pm
		Tuesday 8:00am to 4:30pm
		Wednesday 8:00am to 4:30pm
		Thursday 8:00am to 4:30pm
		 Friday 8:00am to 4:30pm
		3. Assure that parents’ requests for services are responded to within one business day.
		4. Assess the child care needs of the parent/family through an interview process and provide the parent with printed or electronic referrals that address their child care needs.
		5. Assess any additional community/service needs the family may have through an interview process and provide the caller with printed or electronic referrals that address any community/service needs, through the use of the regional NDS community database.
	2. Offer web-based referrals using the NDS online referral system to families with access to information on a 24/7 basis, including, but not limited to:
		1. Manage the online referral process through the NDS system to be user-friendly.
		2. Providing technical assistance to individuals that have questions/issues with web-based referrals.
	3. Both telephone and web-based referrals must:
		1. Be offered at no cost to the family
		2. Make parents aware of the different types of providers available for referral and encourage parents/families to select regulated providers.
		3. Inform parents that they will be given a referral and not a recommendation.
		4. Provide referrals to any provider that has been approved by the Agency as meeting the criteria for licensure, registration, or the receipt of Child Care Assistance payment, unless expressly prohibited by the Agency. The Contractor shall not limit or restrict referrals to Agency-approved providers. Providers may request that their name not be given out for referrals.
		5. Include the provider’s IQ4K level in the information maintained in NDS, educate the parent/family on IQ4K, provide the IQ4K level to parents at time of referral and encourage parents to use IQ4K as a tool when choosing appropriate child care.
		6. Provide referrals in a format that identifies at the top of the listing all providers who are rated in IQ4K for the geographic area and that meet the parameters selected by the parent.
		7. Demonstrate and promote sensitivity to cultural and ethnic diversity by providing consumer education and/or translations for non-English speaking families, as necessary.
	4. Ensure identified core materials to be included in all parent referral packets are provided to each family/parent, in the method preferred by the family (e.g., email, mailed, in-person pick up, etc.). Provide information contained in the core parent packet to the CCR&R State Network Team and the Agency, annually, for review to ensure accuracy and up-to-date information. The Contractor shall include the following core materials in all parent packets:
		1. Cover letter that includes:
			1. Disclaimer language regarding referral vs. recommendation;
			2. Confidentiality statement;
			3. CCR&R website; and
			4. A statement regarding services provided at no-cost.
		2. Information informing parents about IQ4K.
		3. Appropriate resource materials, including, but not limited to current information on child care subsidy/eligibility criteria and information on additional community resources/services that may be available and or of assistance to the family/parent.
		4. The standardized “Choosing Child Care” booklet.
	5. Develop, implement, and administer an Agency-approved parent referral follow-up form that:
		1. Assesses parent/family satisfaction with the services provided by the Contractor.
		2. Assesses the Contractor's compliance with mandated performance measures and assists with meeting mandated reporting requirements.
		3. Is provided to all parents/families receiving Parent Referral Services via phone or on a walk-in basis.
	6. Provide assistance, within two (2) business days following notification by the Agency or others, to parents of a potential or actual closing of a Child Development Home or center.
2. Quarterly Performance Measures for Statewide Parent Referral Services. Contractor shall meet the following performance measures:
	1. 85% of parents/families who receive personalized telephone referral services are satisfied with referral services provided.
	2. 85% of parents/families who receive personalized telephone referral services report an understanding of IQ4K.
	3. 65% of parents/families who receive personalized telephone referral services chose regulated care.
	4. 55% of parents/families who receive personalized telephone referral services were able to secure childcare from the referrals provided.
	5. 85% of parents/families who receive personalized telephone referral services, and request~~ing~~ this information, have been given information regarding available community resources and information on how to access such.
	6. 90% of parents/families who receive personalized telephone referral services report receiving the information they requested from CCR&R within one business day.
	7. 90% of parents/families who left a message on the parent referral toll-free telephone number received a return call within one business day.
3. Reporting Requirements for Statewide Parent Referral Services
The Contractor shall submit electronic, quarterly, reports. The quarterly reports shall be submitted to the Agency no later than (30) calendar days after the end of each quarter. A cumulative annual report shall be submitted to the Agency 30 calendar days after the end of the Contract period (state fiscal year). All reports shall be submitted to the Agency in an Agency-approved format and shall include, at a minimum, the following information:
	1. Number of referrals, by type.
		1. Number of families requesting information regarding available community resources and information on how to access such. Of those requesting, # of families provided information as requested.
		2. Percentage of parents/families sent the requested referral information from CCR&R within one business day.
		3. Number of families needing to leave a message on the parent referral hotline. Of these families, # of families receiving a call back within one business day.
	2. Number of follow-up forms sent and received by type of referral. Data must include, at a minimum, the following:
		1. Percentage of parents who are satisfied with CCR&R services.
		2. Percentage of parents indicating CCR&R Parent referral services were easily accessible.
		3. Percentage of parents who found care from the referrals provided.
		4. Percentage of parents who found care in a licensed center/preschool.
		5. Percentage of parents who found care in a Child Development Home.
		6. Percentage of parents who found care in a QRIS rated program.
		7. Percentage of parents who found care in a non-regulated setting.
		8. Percentage of parents reporting an understanding of quality indicators in a child care setting.
		9. Percentage of parents reporting an understanding of QRIS.
		10. Number of families requesting information regarding available community resources and information on how to access such. Of those requesting, # of families provided information as requested.

**1.3.3.2 Statewide Professional Development Coordination**

1. The Contractor shall:
	1. Ensure that an individual that meets the following qualifications oversees all services delivered as part of 1.3.3.2. Professional Development Coordinator Minimum Qualifications: Minimum qualifications shall include a bachelor’s degree in early childhood or elementary education with early childhood endorsement, formal education in adult learning or at least five years of experience delivering successful adult education, at least two years of experience in developing new and revising existing training curriculum and advanced knowledge regarding curriculum design and teaching theory.
	2. Purchase, manage, and maintain on-line, interactive training delivery platform(s), that are capable of asynchronous and synchronous virtual trainings.
	3. Annually in May, the Contractor shall participate in a training planning meeting with the statewide training coordination team (see 1.3.1.2(2)(b)) to inform a statewide virtual training plan.
	4. Develop implement and adhere to an Agency approved statewide virtual training plan. The plan shall be submitted to the Agency annually by June 15 and include, at minimum asynchronous and synchronous virtual trainings and all current Core Curricula.
	5. Annually develop and implement, as determined by the State Network Team and approved by the Agency, at least one asynchronous virtual training to be delivered via an interactive, on-line delivery platform.
		1. The training shall be identified annually by July 1.
		2. The training shall be implemented by June 30.
	6. Update and revise existing Core Curricula as determined by the State Network Team and approved by the Agency.
		1. Ensure all regional CCR&R contractors have the opportunity to provide feedback on the development or revision of curricula.
		2. All training curricula shall contain, at a minimum, the following:
			1. Interactive adult learning strategies.
			2. Opportunity to coordinate implementation of PBC, when applicable.
			3. Content that is research or evidence based, culturally appropriate, relevant, and up-to-date with the most recent information/research available.
			4. Embed strategies that provide linguistic support to providers for whom English is not a first language (e.g. translating key handouts, using visuals when possible, etc.).
			5. If training is appropriate for in-person and synchronous virtual delivery, instructions for adult educators/instructors regarding any required or recommended modifications necessary for delivery in a virtual format.
		3. Develop for each new or revised training curricula a survey to be sent to all approved adult educators/instructors for that curricula. The survey shall assess at minimum:
			1. Extent to which the content aligns with current research and/or theories.
			2. Quality of the adult learning strategies within the curricula.
			3. Ease of use of the curricula for adult educators/instructors.
	7. Assess the effectiveness of Core Curricula and make biannual written recommendations to the Agency and State Network Team regarding potential improvements.
	8. If a new Core Curricula is requested by the State Network Team and approved by the Agency, lead development and implementation of that curricula following the same standards as in 1.3.3.2(f).
	9. Provide support to CCR&R staff statewide on PBC. This includes but is not limited to:
		1. Support understanding of the difference between Consultation and Coaching.
		2. Coordinate with the EC-PBIS SLT regarding PBC training to ensure all regional CCR&R Contractors are aware of annual PBC training for their consultants.
		3. Provide Practice-Based Coaching follow-up training and support to CCR&R regions & staff to prepare for coaching.
		4. Review statewide CCC orientation/onboarding procedures and make recommendations to the State Network Team regarding how best to orient and prepare CCCs for coaching.
2. Performance Measures for Statewide Professional Development Coordination
The Contractor shall:
	1. Meet quarterly with representatives from each region to identify trainings in need of development/revision. Any recommendations for training development/revision shall be approved by the Agency and the CCR&R State Network Team.
	2. Submit an annual statewide virtual training plan to the Agency by June 15.
	3. Develop and/or revise at least 2 curricula annually for statewide delivery (working in conjunction with the regional training staff), as approved by the Agency and the State Network Team.
	4. 85 % of approved trainers report adult learning strategies are incorporated into the training.
	5. 85% of approved trainers report the training is research/evidence based, when applicable, relevant and up-to-date with the most recent information available.
	6. 80% of statewide Child Care Consultants that have been employed for over 1 year can articulate the difference between coaching and consultation.
3. Reporting Requirement for Statewide Professional Development Coordination. The Contractor shall submit quarterly electronic reports. The quarterly reports shall be submitted to the Agency no later than thirty calendar days after the end of each quarter. A cumulative annual report shall be submitted to the Agency thirty calendar days after the end of the Contract period. All reports shall be submitted to the Agency in an Agency-approved format and shall include, at a minimum, the following information:
	1. Quarterly Reports:
		1. Name of virtual trainings scheduled and delivered with, dates of training (synchronous only) and the number of participants that completed the training, separated by training.
		2. Dates of quarterly meetings with the regional representatives to identify trainings in need of development/revision.
		3. Name of training(s) being developed/revised and progress made.
	2. Cumulative annual report, all of the above plus:
		1. Percentage of approved trainers reporting adult learning strategies were incorporated into the training.
		2. Percentage of approved trainers reporting the training was research/evidence based (when applicable), relevant, and up-to-date with the most recent information available.
		3. Percentage of statewide Child Care Consultants that have been employed for over 1 year that can articulate the difference between coaching and consultation.

**1.3.3.3 Statewide Communication and Marketing**

1. The Contractor shall:
	1. Develop, maintain, and revise (as necessary and/or as requested by the Agency) a statewide CCR&R website. Including but not limited to the following:
		1. Website is user-friendly and provides access for individuals with disabilities and those that speak languages other than English.
		2. Prominently displays the CCR&R mission and logo.
		3. Contains descriptions of the services available through CCR&R and how to access such services.
		4. Allows the public to access child care data specific to each county, region, and statewide.
		5. Allows the public to access regional staff directories.
		6. Has a password-protected section for internal CCR&R staff information.
	2. Produce a quarterly electronic CCR&R newsletter. This includes but is not limited to:
		1. Solicit ideas and feedback on newsletter topics from regional CCR&R Contractors
		2. Obtain approval from the State Network Team and the Agency prior to distribution.
		3. Distribute to Agency staff, child care providers, community members, and stakeholders.
	3. Produce an electronic CCR&R annual report. This includes but is not limited to:
		1. Solicit ideas and feedback from regional CCR&R Contractors for what data and topics to highlight in the annual report.
		2. Obtain needed data from each regional CCR&R Contractor.
		3. Obtain approval from the State Network Team and the Agency prior to distribution.
		4. Distribute the annual report to Agency staff, child care providers, community members, and stakeholders.
	4. Coordinate the purchase and printing of statewide supplies and materials between the Regions. The Contractor shall proportionately divide costs for purchasing and printing of statewide supplies and materials between the Regions.
	5. Develop, implement, and adhere to an annual statewide CCR&R marketing plan. This includes, but is not limited to:
		1. The marketing plan must include public awareness efforts around the following topics: parent referral services, provider services, community and employer services, and IQ4K
		2. Solicit ideas from the Contractor that holds the statewide parent referral services (1.3.3.1) for the parent referral services topic.
		3. Solicit ideas from the community development coordination team (1.3.1.1(4)(a)) for the community & employer services topic.
		4. Solicit ideas from the provider technical assistance and training coordination teams (1.3.1.1(4)(a)) for the provider services topic.
		5. Solicit ideas from the IQ4K specialists for the IQ4K topic.
		6. Annually by September 1, submit for approval from the State Network Team and the Agency.
	6. Design, coordinate, and distribute (as requested by the Agency) statewide correspondence using email marketing services, e.g.: Constant Contact and social media. Email contact listings shall be gathered from each region and the Agency. Audiences shall include, but not be limited to the following:
		1. Providers;
		2. Families;
		3. Community contacts;
		4. Stakeholders;
		5. Legislators; and
		6. Special target audiences.
	7. Format, proof, and post the statewide manuals to the website annually. Contractor shall gather changes for the statewide manual from each region at least once every fiscal year and prior to updating the website.
	8. If applicable, collaborate with the Early Childhood Iowa to participate in ECI Day on the Hill.
2. Performance Measures for Statewide Communication Support. Contractor shall:
	1. Ensure information contained on the website is current, accurate, and relevant on a quarterly basis.
	2. Distribute the electronic version of the statewide newsletter to the email listings provided by each region and the Agency on a quarterly basis.
	3. Distribute the electronic version of the annual report to the email listings provided by each region and the Agency by September 15th of each year.
	4. Complete and implement the marketing plan by September 1st of each year.
	5. Request additions/updates to regional email addresses on a quarterly basis.
	6. Post statewide manuals to the website annually. Contractor shall facilitate necessary changes to a statewide manual from each of the coordination team’s (1.3.1(A)(4)(a)) liaisons at least once every fiscal year.
3. Reporting Requirements for Statewide Communication Support. The Contractor shall submit quarterly electronic reports. The quarterly reports shall be submitted to the Agency no later than 30 calendar days after the end of each quarter. A cumulative annual report shall be submitted to the Agency 30 calendar days after the end of the Contract period. All reports shall be submitted to the Agency in an Agency-approved format and shall include, at a minimum, the following information:
	1. Submit activity and purchasing reports to the CCR&R State Network and the Agency on a quarterly basis.

**1.3.3.4 Statewide Behavioral Health Coordination**

1. The contractor shall:
	1. Ensure that staff that meet the following qualifications provide the services delivered as part of 1.3.3.4. Minimum Qualifications for Statewide Behavioral Health Specialists shall include a Bachelor’s Degree in Early Childhood, a Bachelor’s Degree in Elementary Education, with an Early Childhood Endorsement, or a Bachelor’s Degree in Child and Family Services; formal education in adult learning or at least five (5) years of experience delivering successful adult education, including at least two years’ experience coaching; formal education in mental health or behavioral guidance of young children or at least five (5) years of experience working with children who are experiencing significant social, emotional, behavioral, and mental health needs. Candidates who may not meet education requirements but have a combination of education and experience will be reviewed with and approved by the Agency, on a case-by-case basis.
	2. Provide support to CCR&R staff statewide on implementation of the Pyramid Model framework that is the focus of the Iowa Early Childhood-Positive Behavioral Interventions and Supports (EC-PBIS) initiative. Support shall include but is not limited to expert guidance and supporting materials regarding:
		1. Effective practices within the EC-PBIS Module curricula.
		2. The purpose of, and preparation for PW-PBIS cohort training.
		3. EC-PBIS data tools including the Teaching Pyramid Observation Tool (TPOT), the Teaching Pyramid Infant Toddler Observation Scale (TPITOS), Behavior Incident Reports (BIRs) and the Early Childhood Program Wide Benchmarks of Quality (BOQs).
		4. Use of the Pyramid Model Implementation Data System (PIDS).
	3. Provide expert guidance and supporting materials to CCR&R staff statewide on the following behavioral and mental health topics:
		1. Trauma-informed care/resiliency building
		2. Infant and early childhood mental health
		3. Screening, assessment and intervention
		4. Inclusive practices
	4. To ensure that support provided in 1.3.3.4(1) b & c is meeting regional needs contractor must collaborate with the Regional Behavioral Health Specialists. Collaboration at a minimum must involve:
		1. Collaborate with the Regional Director assigned to lead the Behavioral Health statewide coordination team to develop meeting agendas and facilitate meetings.
		2. At least quarterly opportunities for regional feedback/input to the Statewide Behavioral Health Specialist(s)
		3. Mechanisms for the Statewide Behavioral Health Specialist(s) to provide guidance to the Regional Behavioral Health Specialists regarding activities to support their regional staff.
	5. Statewide Behavioral Health Specialist(s) will be active members of the EC-PBIS SLT to represent CCR&R and child care interests in that initiative. This includes attending virtual monthly full SLT meetings as well as monthly or bi-monthly SLT workgroup meetings. Additionally, the Statewide Behavioral Health Specialist(s) shall attend the annual two-day in-person retreat in the Des Moines area.
	6. Provide input to the EC-PBIS SLT on the annual EC-PBIS statewide training schedule and annually provide trainers for two statewide training events relevant to child care programs. Trainers must have the appropriate train-the-trainer or certification to teach these training events. EC-PBIS statewide trainings relevant to child care are:
		1. EC-PBIS Preschool Modules Train-the-Trainer
		2. EC-PBIS Infant/Toddler Modules Train-the-Trainer
		3. EC-PBIS Family Child Care Modules Train-the-Trainer
		4. TPOT Reliability Training
		5. TPITOS Reliability Training
	7. Coordinate with the EC-PBIS SLT to schedule Year 1 PW-PBIS cohort training dates and co-teach Year 1 PW-PBIS cohort training with another instructor selected by the EC-PBIS SLT.
	8. Administer a grant program that reduces barriers to implementation for programs that are participating in the PW EC-PBIS Cohort training.
	9. Provide guidance and recommendations to the State Network Team regarding improvements to CCR&R statewide systems that could support child care consultants in their work with behavioral or mental health needs of child care programs.
	10. Survey child care consultants that have sought technical assistance from the Statewide Behavioral Health Specialists to determine if the technical assistance supported their work with child care programs.
	11. Survey child care program administrators that utilized the grant program in 1.3.3.4(h) to determine if the grant program reduced barriers to implementation of Program Wide EC-PBIS.
2. Performance Measures for Statewide Behavioral Health Coordination. Contractor shall:
	1. 85% of child care consultants that have sought guidance from the Behavioral Health Specialist(s) report the technical assistance received supported their work with child care programs.
	2. Average of 75% attendance at EC-PBIS SLT meetings
	3. Provide trainers for two EC-PBIS statewide training events
	4. Co-teach Year 1 PW-PBIS
	5. 85% of child care program administrators that utilize the grant program report that the program reduced barriers to implementation of Program Wide EC-PBIS.
3. Reporting Requirements for Statewide Behavioral Health Coordination. The Contractor shall submit quarterly electronic reports. The quarterly reports shall be submitted to the Agency no later than 30 calendar days after the end of each quarter. A cumulative annual report shall be submitted to the Agency 30 calendar days after the end of the Contract period. All reports shall be submitted to the Agency in an Agency-approved format and shall include, at a minimum, the following information:
	1. Quarterly Report:
		1. Narrative summarizing supports provided as part of 1.3.1(K)(1) a & b.
		2. Number of consultants that requested guidance
		3. Percent of consultants that reported it supported their work with child care programs.
		4. How regional feedback/input was sought.
		5. For statewide EC-PBIS trainings that Contractor provided a trainer for: name of the training, dates of training and name of trainer
	2. Cumulative Annual Report, all of the above plus:
		1. % of EC-PBIS SLT meetings attended
		2. Dates of Year 1 PW-PBIS co-taught by one of Contractor’s staff
		3. % of child care program administrators that utilized the grant program report that the program reduced barriers to implementation of Program Wide EC-PBIS.

**1.3.4 Optional Pilot Project Services**

**1.3.4.1 Pilot Child Care Center Director Training Program**
The project shall start as a pilot project within the winning bidder’s region. However, the Agency reserves the right to request expansion of the program, both within the winning bidder’s region and/or throughout additional areas of the state over the duration of the period covered by this Request for Proposal, through mutually agreed upon (by both the contractor and the Agency) amendments. Contract award for this pilot project is at the sole discretion of the Agency. The Agency reserves the right to not award and implement this pilot project. Interested applicants shall submit a proposal outlining their vision and implementation plan for the program in their respective region.

1. The Contractor Shall:
	1. Develop and implement a comprehensive Agency-approved center director training program that at minimum includes the following:
	2. Content around the following topics:
		1. Importance of appropriate evidence-based curriculum and how to evaluate and choose a curriculum that meets IQ4K requirements.
		2. Ensuring the center’s policies and procedures as well as their physical facilities comply with local, state and federal laws and regulations.
		3. Key components of how to provide a healthy and safe environment that promotes physical, social/emotional, cognitive and language development. Including comprehensive referrals to other resources in the state that are already available.
		4. Interpersonal, communication and leadership skills need to successfully hire, lead, manage and create a positive work culture for program staff.
		5. Interpersonal and communication skills to successfully interact with current and prospective clients.
		6. Skills necessary to effectively interact with a board of directors.
		7. Organizational and time management skills to be able to prioritize tasks, formulate action plans and ensure tasks are completed timely and accurately.
		8. Why knowledge of basic business practices is important to running a successful child care program and referrals to other business and financial resources available in the state.
	3. A track for beginning/novice program directors only.
	4. A track for experienced/advanced program directors only
	5. Peer led, peer-to-peer mentoring, collaboration, and learning opportunities.
	6. Targeted coaching sessions following scheduled trainings.
	7. A sustainable ongoing system of support for all participants within the program.
2. Reporting requirements. The Contractor shall submit quarterly electronic reports. The quarterly reports shall be submitted to the Agency no later than 30 calendar days after the end of each quarter. A cumulative annual report shall be submitted to the Agency 30 calendar days after the end of the Contract period. All reports shall be submitted to the Agency in an Agency-approved format and shall include, at a minimum, the following information:
	1. For SFY 25 Quarter 1 and Quarter 2: progress reports regarding development of the program.
	2. For SFY 25 Quarter 3 and beyond:
		1. Number of center directors who completed the training program
		2. For individuals that completed the training program, increase in knowledge of the content topics in 1.3.4.1(1)(b).
		3. Center directors who stopped attending the program prior to completion and the reason they stopped attending.
3. Performance Measures for the Pilot Child Care Center Director Training Program
	1. A syllabus and example participant materials will be turned into the Contract Manager by 08/29/24.
	2. Training program will begin no later 01/15/2025.

**1.3.5 Agency Responsibilities**

The Agency shall:

1. Regularly participate in the CCR&R State Network meetings (1.3.1.1(4)(a)(i)).
2. Participate as requested in the statewide coordination team meetings (1.3.1.1(4)(a)(ii)).
3. Facilitate communication with Agency staff, as requested.
4. Notify contractors by May 15th annually of mandated trainings to be contained in annual training plans (1.3.1.2(2)(c)).
5. Request initial assessments of regional child care needs when a disaster has occurred (1.3.1.2(5)).
6. Review written recommendations regarding strategies to increase supply and access to high-quality child care programs (1.3.1.2(7)(g)).
7. Review any requests for exceptions to minimum staff qualifications
8. Review written recommendations regarding effectiveness of Core Curricula (1.3.3.2(1)(g)).
9. Review, provide feedback and approve:
	1. new or updated CCR&R policies and procedures
	2. surveys sent through the electronic survey tool
	3. implementation of PBC with additional trainings beyond those listed in 1.3.1.2(1)(b)
	4. Annual training plans
	5. Plan for how information from meetings with Agency regulatory staff will be communicated to staff not in attendance (1.3.1.2(6)(b))
	6. Eligibility requirements for funding support program to recruit and retain child care providers (1.3.1.2(7)(e)).
	7. Survey that assesses participants’ satisfaction with CCR&R services (1.3.1.2(8)(a)).
	8. Annual program evaluation focus area (1.3.1.6(1)(a)).
	9. Report formats.
	10. Parent Referral Follow-up form (1.3.3.1(1)(e)).
	11. Annual asynchronous training development (1.3.3.2(1)(e)).
	12. Revisions to Core Curricula or development of new Core Curricula (1.3.3.2(1) f & h)
	13. Quarterly newsletters (1.3.3.3(1)(b)).
	14. Annual reports (1.3.3.3(1)(c)).
	15. Statewide marketing plan (1.3.3.3(1)(e).
	16. Pilot center director training program (1.3.4.1(1)).

**1.3.6Contract Payment Methodology.**

**1.3.6.1 Regional CCR&R Services**

1. Payment of the agreed upon base contract amount shall be contingent on the Contractor providing services as outlined in the Contract, achieving contract performance measures, submitting correct reports in a timely manner, and submitting invoices to the Agency each quarter. The Contractor’s invoices shall reflect only the out-of-pocket expenses incurred during the previous month. The Contractor shall provide documentation that is necessary to support all charges included on the invoice. In no case shall the Contractor Invoice the Agency above the amounts outlined in each of the individual budget line items, without prior approval of the Agency.
2. Pay for performance dollars are also included as part of this Contract and shall be used to assess and incentivize yearly performance by the Contractor. The Agency has identified two performance measures to help further align Contractor incentives with increased quality of care. By meeting or exceeding these performance measures, the Contractor will show their commitment to improving the overall quality of child care services within their region. The pay for performance measures are as follows:
	1. 95% or above of all completed Registered Child Development Home (CDH) and Child Care Assistance (CCA) Paid Provider Applications shall be submitted to the Agency’s Centralized Child Care Unit each year (July 1st – June 30th), without the need for additional Agency follow-up, including but not limited to: missing documentation, unsigned documents, incorrect information, information not satisfying established criteria, etc. An additional two percent (2%) of the agreed upon base contract amount of the current Contract year (July 1st – June 30th) for Regional CCR&R Services will be paid to the Contractor upon the Contractor’s successful completion of this performance measure. The base contract amount does not incorporate any Contract amounts for services in the optional bids, or non-Agency funding sources. It also does not incorporate any of the incentive amounts set forth in this section that the Contractor may have earned.
	2. 70% or above of all QRIS Applications shall be submitted to the Agency each year (July 1st – June 30th), without the need for additional Agency follow-up, including but not limited to: missing documentation, unsigned documents, incorrect information, information not satisfying established criteria, etc. An additional two percent (2%) of the agreed upon base contract amount of the current Contract year (July 1st – June 30th) for Regional CCR&R Services will be paid to the Contractor upon the Contractor’s successful completion of this performance measure. The base contract amount does not incorporate any Contract amounts for services in the optional bids, or non-Agency funding sources. It also does not incorporate any of the incentive amounts set forth in this section that the Contractor may have earned.
	3. All pay for performance measures shall be measured and earned separately by Contract.
	4. Contractors shall submit Invoices for the pay for performance incentive payments after review and approval by the Agency and within 30 days of the Contract year end.
	5. Determination of whether a Contractor has met a pay for performance measure shall be made at the sole discretion of the Agency.
	6. Pay for performance incentives are subject to amendment at the beginning of each contract year.

**1.3.6.2 Optional Statewide Services & Pilot Program**

1. Payment of the agreed upon statewide contract amounts and the pilot program contract amount shall be contingent on the Contractor providing services as outlined in the applicable Contract, achieving contract performance measures, submitting correct reports in a timely manner, and submitting invoices to the Agency each quarter. The Contractor’s invoices shall reflect only the out-of-pocket expenses incurred during the previous month. The Contractor shall provide documentation that is necessary to support all charges included on the invoice. In no case shall the Contractor Invoice the Agency above the amounts outlined in each of the individual budget line items, without prior approval of the Agency.

Section 2 Basic Information About the RFP Process

2.1 Issuing Officer.

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

Melanie Mathes

Iowa Department of Health and Human Services – Hoover State Office Building
1305 E. Walnut St.
Des Moines, Iowa, 50319

Phone: 515-377-0344

mmathes@dhs.state.ia.us

2.2 Restriction on Bidder Communication.

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

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

2.3 Downloading the RFP from the Internet.

The RFP and any related documents such as amendments or attachments (collectively the “RFP”), and responses to questions will be posted at [IMPACS Procurement System](https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=DASIowa). It is the Bidder’s responsibility to check this location periodically for any amendments to this RFP. The posted version of the RFP is the official version. The Agency will only be bound by the official version of the RFP document(s). Bidders should ensure that any downloaded documents are in fact the most up to date and are unchanged from the official version.

***2.4 Reserved.***

***2.5 Intent to Bid.***

The Agency requests that Bidders provide their intent to bid by email to the Issuing Officer by the date and time in the Procurement Timetable. Bidders are asked to provide their intent to bid using Attachment F – Notice of Intent to Bid Form. The Bidder may wish to request confirmation of receipt of the email from the Issuing Officer to ensure delivery. Do not submit letters of intent by mail, shipping service, or hand delivery. The intent to bid should include the Bidder's name, contact person, mailing address, email address, telephone number, and a statement of intent to submit a bid in response to this RFP. Though it is not mandatory that the Agency receive an intent to bid, the Agency will only respond to questions about the RFP and send the Bidder’s conference information to Bidders who have expressed their intent to bid. The Agency may cancel an RFP for lack of interest based on the number of letters of intent to bid received.

***2.6 Bidders’ Conference.***

The Bidders’ conference will be conducted as a conference call via Zoom on the date and time listed in the Procurement Timetable. The Zoom information will only be provided to Bidders who have submitted Attachment F Notice of Intent to Bid Form. 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.

2.7 Questions, Requests for Clarification, and Suggested Changes.

Bidders who have provided their intent to bid on the RFP using Attachment F, Notice of Intent to Bid Form, are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (hereafter “Questions”) using Attachment P, Bidder Q&A Form, by the due date and time provided in the Procurement Timetable. Bidders are not permitted to include assumptions in their Bid Proposals. Instead, Bidders shall address any perceived ambiguity regarding this RFP through the question and answer process. If the Questions pertain to a specific section of the RFP, the page and section number(s) must be referenced. Bidders shall submit questions to the Issuing Officer by email. The Bidder may wish to request confirmation of receipt from the Issuing Officer to ensure delivery. Do not submit questions by mail, shipping service, or hand delivery.

Written responses to questions will be posted at [IMPACS Procurement System](https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=DASIowa) by the date provided in the Procurement Timetable.

The Agency assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP. In addition, the Agency’s written responses to Questions will not be considered part of the RFP. If the Agency decides to change the RFP, the Agency will issue an amendment.

***2.8 Submission of Bid Proposal.***

Each Bidder is responsible for ensuring that the Issuing Officer receives the Bid Proposal by the time and date specified in the Procurement Timetable at the address provided in the RFP for the Issuing Officer. The Agency will not waive this mandatory requirement. Any Bid Proposal received after this deadline will be rejected and will not be evaluated.

Bid Proposals are to be submitted in accordance with the Bid Proposal Formatting section of this RFP. Bid Proposals may not be hand-delivered to the Issuing Officer. Rather, Bid Proposals are to be mailed through the postal service or shipping service.

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

Each Bidder is responsible for ensuring that the Issuing Officer receives the Bid Proposal and any permitted amendments by the established deadlines at the address provided in the RFP for the Issuing Officer. Amendments must be received utilizing the same delivery method as set forth in the RFP for the submission of the original Bid Proposal.

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

The Agency reserves the right to amend or provide clarifications to the RFP at any time. RFP amendments will be posted to the [IMPACS Procurement System](https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=DASIowa). If an RFP amendment occurs after the closing date for receipt of Bid Proposals, the Agency may, in its sole discretion, allow Bidders to amend their Bid Proposals.

2.10 Withdrawal of Bid Proposal.

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

2.11 Costs of Preparing the Bid Proposal.

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

2.12 Rejection of Bid Proposals.

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

2.13 Review of Bid Proposals.

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

2.13.1 Mandatory Requirements.

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

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

2.13.2 Reasons Proposals May be Disqualified.

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

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

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

2.14 Bid Proposal Clarification Process.

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

2.15 Verification of Bid Proposal Contents.

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

2.16 Reference Checks.

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

2.17 Information from Other Sources.

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

2.18 Criminal History and Background Investigation.

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

2.19 Disposition of Bid Proposals.

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

2.20 Public Records and Request for Confidential Treatment.

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

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

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

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

2.21 Copyrights.

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

2.22 Release of Claims.

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

2.23 Reserved. (Presentations)

2.24 Notice of Intent to Award.

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

2.25 Acceptance Period.

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

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

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

Bureau Chief

c/o Bureau of Service Contract Support

Department of Health and Human Services

 Lucas State Office Building

321 E 12th Street

Des Moines, Iowa 50319-0075

email: reconsiderationrequest@dhs.state.ia.us

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

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

2.27 Definition of Contract.

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

2.28 Choice of Law and Forum.

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

2.29 Restrictions on Gifts and Activities.

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

2.30 Exclusivity.

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

2.31 No Minimum Guaranteed.

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

2.32 Use of Subcontractors.

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

2.33 Bidder Continuing Disclosure Requirement.

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

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

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

3.1 Bid Proposal Formatting.

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

3.2 Contents and Organization of Technical Proposal.

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

**Submission Instructions for Bid Proposals for Regional CCR&R Services (Corresponds with Sections 1.3.1.1 through 1.3.1.7 of this RFP’s Scope of Work Section):**

If bidding on more than one CCR&R Region, submit a separate, complete proposal for each Region.

3.2.1 Information to Include Behind Tab 1:

**Transmittal Letter.**

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

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

The Bid Proposal must contain a table of contents.

3.2.3 Information to Include Behind Tab 3: Bidder’s Approach to Meeting Deliverables for Regional CCR&R Services (Sections 1.3.1.1 through 1.3.1.7.)

The Bidder shall address each Deliverable that the successful contractor will perform as listed in Section 1.3.1.1 through 1.3.1.7, Scope of Work, by first restating the Deliverable from the RFP and then detailing the Bidder’s planned approach to meeting each contractor Deliverable immediately after the restated text. Bid responses should provide sufficient detail so that the Agency can understand and evaluate the Bidder’s approach and should not merely repeat the Deliverable.

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

**Note:**

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

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

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

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

* Transition Plan
	+ Bidder shall include, in this section, a transition plan detailing how your entity would prepare to deliver services region-wide beginning July 1, 2024. At minimum, the plan should address each Regional CCR&R Service, including at minimum, staffing (hiring, orientation, and training), collaborative relationships, fiscal and reporting processes, and office space and equipment procurement.

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

3.2.4.1 Level of technical experience in providing the types of services sought for Regional CCR&R Services.

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

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

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

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

The Bidder shall provide the following information regarding personnel:

**3.2.5.1 Tables of Organization.**

Illustrate the lines of authority in two tables:

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

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

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

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

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

**3.2.5.4 Disclosures.**

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

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

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

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

|  |
| --- |
| **Bidders only bidding on Regional CCR&R Services do not need to respond to instructions in Sections 3.2.7 through 3.2.17 below. If only bidding on Regional CCR&R Services, continue reading instructions for bid proposals at Section 3.3, Cost Proposal (below).** **The Agency welcomes all Bidders bidding on Regional CCR&R Services to also consider proposing to provide services on one of the four statewide services and/or the pilot project. To do so, follow instructions immediately below this box.** |

|  |
| --- |
| **3.2.7 Submission Instructions for Optional Bids and/or the pilot project.** |
| Bidders who submit a bid proposal for Regional CCR&R Services also have the option to bid on one, some, or all of the following four statewide services. 1. Statewide Parent Referral Services
2. Statewide Professional Development Coordination
3. Statewide Communication and Marketing
4. Statewide Behavioral Health Coordination

In addition to the four optional services above, Bidders who submit a bid proposal for Regional CCR&R Services also have the option to bid on the following pilot project1. Child Care Center Director Training Project

Information to include in Bid Proposals for these four services and/or the pilot project is provided below. To submit a bid for these services, Bid Proposals should be organized into sections **in the same order provided here** using tabs to separate each section. Submit this information in the same proposal as the Regional CCR&R Services proposal. If a bidder is submitting bids to provide CCR&R services in more than one region, the information for these optional services needs to be included in only one Bid Proposal. |

3.2.8 Information to Include Behind Tab 7: Bidder’s Approach to Meeting Deliverables for Section 1.3.3.1, Statewide Parent Referral Services

The bidder shall address each Deliverable that the successful contractor will perform as listed in Section 1.3.3.1 Statewide Parent Referral Services by first restating the Deliverable from the RFP and then detailing the bidder’s planned approach to meeting each Contractor Deliverable immediately after the restated text. Bid responses should provide sufficient detail so that the Agency can understand and evaluate the bidder’s approach, and should not merely repeat the Deliverable.

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

**Note:**

* Responses to Deliverables shall be in the same sequence as presented in the RFP.
* Bid Proposals shall identify any deviations from the specifications the bidder cannot satisfy.
* Bid Proposals shall not contain promotional or display materials unless specifically required.
* If a bidder proposes more than one method of meeting the RFP requirements, each method must be drafted and submitted as separate Bid Proposals. Each will be evaluated separately.

3.2.8.1 Provide a transition plan detailing how your entity would prepare to deliver Statewide Parent Referral Services beginning July 1, 2024.

3.2.9 Information to Include Behind Tab 8: Bidder’s Background Regarding Statewide Parent Referral Services.

**3.2.9.1 Experience.**

The bidder shall provide the following information regarding the organization’s experience:

3.2.9.1.1 Level of technical experience in providing the types of services sought for Statewide Parent Referral Services.

3.2.9.1.2 Description of all services similar to those sought by this RFP for Statewide Parent Referral Services that the bidder has provided to other businesses or governmental entities within the last twenty-four (24) months.

3.2.9.1.3 Letters of reference from three (3) of the bidder’s previous clients knowledgeable of the bidder’s performance in providing services similar to those sought in this RFP for Statewide Parent Referral Services, including a contact person, telephone number, and electronic mail address for each reference. It is preferred that letters of reference are provided for services that were procured in a competitive environment. Persons who are currently employed by the Agency are not eligible to be references.

3.2.9.1.4 Description of experience managing subcontractors, if the bidder proposes to use subcontractors for the provision of Statewide Parent Referral Services.

**3.2.9.2 Personnel.**

The bidder shall provide the following information regarding personnel:

**3.2.9.2.1 Table of Organization.**

Illustrate the lines of authority showing staff who will provide services under the RFP for Statewide Parent Referral Services.

**3.2.9.2.2 Reserved. (Names and Credentials of Key Corporate Personnel)**

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

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

3.2.10 Information to Include Behind Tab 9: Bidder’s Approach to Meeting Deliverables for Section 1.3.3.2, Statewide Professional Development Coordination

The bidder shall address each Deliverable that the successful contractor will perform as listed in Section 1.3.3.2 Statewide Professional Development Coordination by first restating the Deliverable from the RFP and then detailing the bidder’s planned approach to meeting each contractor Deliverable immediately after the restated text. Bid responses should provide sufficient detail so that the Agency can understand and evaluate the bidder’s approach, and should not merely repeat the Deliverable.

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

**Note:**

* Responses to Deliverables shall be in the same sequence as presented in the RFP.
* Bid Proposals shall identify any deviations from the specifications the bidder cannot satisfy.
* Bid Proposals shall not contain promotional or display materials unless specifically required.
* If a bidder proposes more than one method of meeting the RFP requirements, each method must be drafted and submitted as separate Bid Proposals. Each will be evaluated separately.

3.2.10.1 Provide a transition plan detailing how your entity would prepare to deliver Statewide Professional Development Coordination beginning July 1, 2024.

3.2.11 Information to Include Behind Tab 10: Bidder’s Background Regarding Statewide Professional Development Coordination

**3.2.11.1 Experience.**

The bidder shall provide the following information regarding the organization’s experience:

3.2.11.1.1 Level of technical experience in providing the types of services sought for Statewide Professional Development Coordination.

3.2.11.1.2 Description of all services similar to those sought by this RFP for Statewide Professional Development Coordination that the bidder has provided to other businesses or governmental entities within the last twenty-four (24) months.

3.2.11.1.3 Letters of reference from three (3) of the bidder’s previous clients knowledgeable of the bidder’s performance in providing services similar to those sought in this RFP for Statewide Professional Development Coordination, including a contact person, telephone number, and electronic mail address for each reference. It is preferred that letters of reference are provided for services that were procured in a competitive environment. Persons who are currently employed by the Agency are not eligible to be references.

3.2.11.1.4 Description of experience managing subcontractors, if the bidder proposes to use subcontractors for the provision of Statewide Professional Development Coordination.

**3.2.11.2 Personnel.**

The bidder shall provide the following information regarding personnel:

**3.2.11.2.1 Table of Organization.**

Illustrate the lines of authority showing staff who will provide services under the RFP for Statewide Professional Development Coordination.

**3.2.11.2.2 Reserved. (Names and Credentials of Key Corporate Personnel)**

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

* Include names and credentials for the project manager and any additional key project personnel who will be involved in providing Statewide Professional Development Coordination services. Note that the professional development coordinator must meet the qualifications provided in Section 1.3.3.2.1(a) Include resumes for these personnel. The resumes shall include: name, education, and years of experience and employment history, particularly as it relates to the scope of work specified herein. Resumes shall also include the percentage of time the person would be specifically dedicated to this project, if the bidder is selected as the successful bidder. Resumes should not include social security numbers.
* Include the project manager’s experience managing subcontractor staff if the bidder proposes to use subcontractors.
* Include the percentage of time the project manager and key project personnel will devote to this project on a monthly basis.

3.2.12 Information to Include Behind Tab 11: Bidder’s Approach to Meeting Deliverables for Section 1.3.3.3, Statewide Communication and Marketing.

The bidder shall address each Deliverable that the successful contractor will perform as listed in Section 1.3.3.3 Statewide Communication and Marketing by first restating the Deliverable from the RFP and then detailing the bidder’s planned approach to meeting each contractor Deliverable immediately after the restated text. Bid responses should provide sufficient detail so that the Agency can understand and evaluate the bidder’s approach, and should not merely repeat the Deliverable.

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

**Note:**

* Responses to Deliverables shall be in the same sequence as presented in the RFP.
* Bid Proposals shall identify any deviations from the specifications the bidder cannot satisfy.
* Bid Proposals shall not contain promotional or display materials unless specifically required.
* If a bidder proposes more than one method of meeting the RFP requirements, each method must be drafted and submitted as separate Bid Proposals. Each will be evaluated separately.

3.2.12.1 Provide a transition plan detailing how your entity would prepare to deliver Statewide Communication and Marketing beginning July 1, 2024.

3.2.13 Information to Include Behind Tab 12: Bidder’s Background Regarding Statewide Communication and Marketing.

**3.2.13.1 Experience.**

The bidder shall provide the following information regarding the organization’s experience:

3.2.13.1.1 Level of technical experience in providing the types of services sought for Statewide Communication and Marketing.

3.2.13.1.2 Description of all services similar to those sought by this RFP for Statewide Communication and Marketing that the bidder has provided to other businesses or governmental entities within the last twenty-four (24) months.

3.2.13.1.3 Letters of reference from three (3) of the bidder’s previous clients knowledgeable of the bidder’s performance in providing services similar to those sought in this RFP for Statewide Communication and Marketing, including a contact person, telephone number, and electronic mail address for each reference. It is preferred that letters of reference are provided for services that were procured in a competitive environment. Persons who are currently employed by the Agency are not eligible to be references.

3.2.13.1.4 Description of experience managing subcontractors, if the bidder proposes to use subcontractors for the provision of Statewide Communication and Marketing.

**3.2.13.2 Personnel.**

The bidder shall provide the following information regarding personnel:

**3.2.13.2.1 Table of Organization.**

Illustrate the lines of authority showing staff who will provide services under the RFP for Statewide Communication and Marketing.

**3.2.13.2.2 Reserved. (Names and Credentials of Key Corporate Personnel)**

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

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

3.2.14 Information to Include Behind Tab 13: Bidder’s Approach to Meeting Deliverables for Section 1.3.3.4, Statewide Behavioral Health Coordination.

The bidder shall address each Deliverable that the successful contractor will perform as listed in Section 1.3.3.4 Statewide Behavioral Health Coordination by first restating the Deliverable from the RFP and then detailing the bidder’s planned approach to meeting each contractor Deliverable immediately after the restated text. Bid responses should provide sufficient detail so that the Agency can understand and evaluate the bidder’s approach, and should not merely repeat the Deliverable.

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

**Note:**

* Responses to Deliverables shall be in the same sequence as presented in the RFP.
* Bid Proposals shall identify any deviations from the specifications the bidder cannot satisfy.
* Bid Proposals shall not contain promotional or display materials unless specifically required.
* If a bidder proposes more than one method of meeting the RFP requirements, each method must be drafted and submitted as separate Bid Proposals. Each will be evaluated separately.

3.2.14.1 Provide a transition plan detailing how your entity would prepare to deliver Statewide Behavior Health Coordination beginning July 1, 2024.

3.2.15 Information to Include Behind Tab 14: Bidder’s Background Regarding Statewide Behavior Health Coordination

**3.2.15.1 Experience.**

The bidder shall provide the following information regarding the organization’s experience:

3.2.15.1.1 Level of technical experience in providing the types of services sought for Statewide Behavior Health Coordination.

3.2.15.1.2 Description of all services similar to those sought by this RFP for Statewide Behavior Health Coordination that the bidder has provided to other businesses or governmental entities within the last twenty-four (24) months.

3.2.15.1.3 Letters of reference from three (3) of the bidder’s previous clients knowledgeable of the bidder’s performance in providing services similar to those sought in this RFP for Statewide Behavior Health Coordination, including a contact person, telephone number, and electronic mail address for each reference. It is preferred that letters of reference are provided for services that were procured in a competitive environment. Persons who are currently employed by the Agency are not eligible to be references.

3.2.15.1.4 Description of experience managing subcontractors, if the bidder proposes to use subcontractors for the provision of Statewide Behavior Health Coordination.

**3.2.15.2 Personnel.**

The bidder shall provide the following information regarding personnel:

**3.2.15.2.1 Table of Organization.**

Illustrate the lines of authority showing staff who will provide services under the RFP for Statewide Behavior Health Coordination.

**3.2.15.2.2 Reserved. (Names and Credentials of Key Corporate Personnel)**

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

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

3.2.16 Information to Include Behind Tab 15: Bidder’s Approach to Meeting Deliverables for Section 1.3.4.1, Pilot Child Care Center Director Training Program.

The bidder shall address each Deliverable that the successful contractor will perform as listed in Section 1.3.4.1 Pilot Child Care Center Director Training Program by first restating the Deliverable from the RFP and then detailing the bidder’s planned approach to meeting each contractor Deliverable immediately after the restated text. Bid responses should provide sufficient detail so that the Agency can understand and evaluate the bidder’s approach, and should not merely repeat the Deliverable.

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

**Note:**

* Responses to Deliverables shall be in the same sequence as presented in the RFP.
* Bid Proposals shall identify any deviations from the specifications the bidder cannot satisfy.
* Bid Proposals shall not contain promotional or display materials unless specifically required.
* If a bidder proposes more than one method of meeting the RFP requirements, each method must be drafted and submitted as separate Bid Proposals. Each will be evaluated separately.

**3.2.16.1** Provide a transition plan detailing how your entity would prepare to deliver Statewide Behavior Health Coordination beginning July 1, 2024.

**3.2.17 Information to include Behind Tab 16: Bidder’s Background Regarding Pilot Child Care Center Director Training Program.**

**3.2.17.1 Experience.**

The bidder shall provide the following information regarding the organization’s experience:

3.2.17.1.1 Level of technical experience in providing the types of services sought for the Pilot Child Care Center Director Training Program.

3.2.17.1.2 Description of all services similar to those sought by this RFP for the Pilot Child Care Center Director Training Program that the bidder has provided to other businesses or governmental entities within the last twenty-four (24) months.

3.2.17.1.3 Letters of reference from three (3) of the bidder’s previous clients knowledgeable of the bidder’s performance in providing services similar to those sought in this RFP for the Pilot Child Care Center Director Training Program, including a contact person, telephone number, and electronic mail address for each reference. It is preferred that letters of reference are provided for services that were procured in a competitive environment. Persons who are currently employed by the Agency are not eligible to be references.

3.2.17.1.4 Description of experience managing subcontractors, if the bidder proposes to use subcontractors for the provision of the Pilot Child Care Center Director Training Program.

**3.2.17.2 Personnel.**

The bidder shall provide the following information regarding personnel:

**3.2.17.2.1 Table of Organization.**

Illustrate the lines of authority showing staff who will provide services under the RFP for the Pilot Child Care Center Director Training Program.

**3.2.17.2.2 Reserved. (Names and Credentials of Key Corporate Personnel)**

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

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

**3.2.17.3 Reserved. (Financial Statements)**

3.3 Cost Proposal.

**Pricing Restrictions.**

Indirect Costs.

The Agency is placing a limit on the amount of funds that may be spent on Indirect Costs under any Contract(s) resulting from this RFP. Spending on Indirect Costs, for both the Contractor and any/all Subcontractors combined, shall not exceed 15% of the total Contract amount. For example, a Contract valued at $100,000 cannot allocate more than $15,000 to expenditures for Indirect Costs, as defined in this RFP.

**Content and Format.**

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

The bidder's Cost Proposal shall be submitted using the pricing worksheet set forth in Attachment G of this RFP and shall include a budget narrative outlining justification for each line item expense. The maximum allowable Indirect Costs are 15% of the total budget. The cost proposal shall demonstrate the Contractor’s ability to leverage private, public, or grant resources with a minimum of a 20% match as outlined by Iowa Code § 237.A26(4). The 20% match requirement is only required for Regional CCR&R Services. If applicable, Contractor's shall submit a copy of the current federally-approved indirect cost rate including the signature page if allocating indirect costs. The Agency will use the Grand Total HHS Request amount to score the Cost Proposal Pricing.

**Optional Bids and Pilot Bid Cost Proposals**
Bidders who submit bids on the optional services, Sections 1.3.3.1 through 1.3.3.4, shall complete the corresponding Cost Proposal Budget Form of the Optional Bid(s) (Attachments H-K) and shall include a budget narrative outlining justification for each line item expense. The maximum allowable Indirect Costs are 15% of the total budget for each of the optional bids. Allowable costs for rented or telecommuting office space shall only include rent and utilities, internet, telephone service, and essential equipment. The Agency will use the Grand Total Budget amount to score the Cost Proposal Pricing for each individual Optional Bid.

**Pilot Bid Cost Proposal**
Bidders who submit bids on the optional pilot program, Section 1.3.4, shall complete the Optional Child Care Center Director Training Program Cost Proposal (Attachment L) and shall include a budget narrative outlining justification for each line item expense. The maximum allowable Indirect Costs are 15% of the total budget for the pilot program bid. Allowable costs for rented or telecommuting office space shall only include rent and utilities, internet, telephone service, and essential equipment. The Agency will use the Grand Total Budget amount to score the Cost Proposal Pricing for the pilot program.

Section 4 Evaluation Of Bid Proposals

4.1 Introduction.

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

4.2 Evaluation Committee.

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

4.3 Proposal Scoring and Evaluation Criteria.

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

**Scoring Guide.**

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

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

**Technical Proposal Components.**

When Bid Proposals are evaluated, the total points for each component are comprised of the component’s assigned weight multiplied by the score the Bid Proposal earns. Points for all of the identified components, in each of the five (5) individual bid proposals (i.e.: Regional CCR&R Services, Statewide Parent Referral Services, etc.), will be added together, totaled, and scored separately by bid proposal. The evaluation components for Regional CCR&R Services, Statewide Parent Referral Services, Statewide Professional Development Coordination, Statewide Communication and Marketing, Statewide Behavior Health Coordination, and Pilot Child Care Center Director Training Program, including maximum points that may be awarded for each service, are listed as follows:

**For Regional CCR&R Services**

|  |  |  |  |
| --- | --- | --- | --- |
| **Technical Proposal Components for Regional CCR&R Services** | **Weight** | **Score (0-4)** | **Potential Maximum Points** |
| **Cultural and Linguistic Diverseness****(Section 1.3.1.1(1))** | **2** | **----** | **8** |
| **Office Requirements****(Section 1.3.1.1(2))** | **1** | **----** | **4** |
| **Memberships/Partnerships/Licensure****(Section 1.3.1.1(4))** | **3** | **----** | **12** |
| **Technical Assistance****(Section 1.3.1.2(1))** | **10** | **----** | **40** |
| **Training****(Section 1.3.1.2(2))** | **8** | **----** | **32** |
| **ChildNet Certification Program****(Section 1.3.1.2(3))** | **5** | **----** | **20** |
| **Quality Rating and Improvement System-Iowa Quality for Kids****(Section 1.3.1.2(4))** | **10** | **----** | **40** |
| **Disaster Assessment****(Section 1.3.1.2(5))** | **2** | **----** | **8** |
| **Facilitation****(Section 1.3.1.2(6))** | **1** | **----** | **4** |
| **Recruitment and Retention****(Section 1.3.1.2(7))** | **8** | **----** | **32** |
| **Survey****(Section 1.3.1.2(8))** | **3** | **----** | **12** |
| **Educational Presentations****(Section 1.3.1.3(1))** | **3** | **----** | **12** |
| **Family Resources****(Section 1.3.1.3(2))** | **2** | **----** | **8** |
| **Public/Community Resources****(Section 1.3.1.3(3))** | **4** | **----** | **16** |
| **Employer Resources****(Section 1.3.1.3(4))** | **5** | **----** | **20** |
| **Community Child Care Advocate****(Section 1.3.1.3(5))** | **4** | **----** | **16** |
| **Data Resources****(Section 1.3.1.3(6))** | **2** | **----** | **8** |
| **CCR&R Resource Collaboration****(Section 1.3.1.3(7))** | **2** | **----** | **8** |
| **Staffing Requirements****(Section 1.3.1.4)** | **2** | **----** | **8** |
| **Data Requirements****(Section 1.3.1.5)** | **2** | **----** | **8** |
| **Program Evaluation****(Section 1.3.1.6)** | **2** | **----** | **8** |
| **Reporting Requirements****(Section 1.3.1.7)** | **3** | **----** | **12** |
| **Transition Plan****(Section 3.2.3)** | **4** | **----** | **16** |
| **Experience****(Section 3.2.4)** | **6** | **----** | **24** |
| **Personnel****(Section 3.2.5)** | **8** | **----** | **32** |

**Scoring of Cost Proposal Pricing.**

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

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

**Total Points Assigned to Pricing: 100**

**Total Points Possible for Technical and Cost Proposals: 508**

*Because the Agency plans to make separate awards for each CCR&R Region, the Agency will apply this formula to the Cost Proposals received by Region.*

**For Statewide Parent Referral Services**

|  |  |  |  |
| --- | --- | --- | --- |
| **Technical Proposal Components for Statewide Parent Referral Services** | **Weight** | **Score (0-4)** | **Potential Maximum Points** |
| **Telephone Referrals****(Section 1.3.3.1(1)a)** | **8** | **----** | **32** |
| **Web-based Referrals****(Section 1.3.3.1(1)b)** | **5** | **----** | **20** |
| **Referral Requirements****(Section 1.3.3.1(1)c)** | **8** | **----** | **32** |
| **Referral Packets****(Section 1.3.3.1(1)d)** | **8** | **----** | **32** |
| **Follow-up Form****(Section 1.3.3.1(1)e)** | **5** | **----** | **20** |
| **Child Care Program Closing Referrals****(Section 1.3.3.1(1)f)** | **3** | **----** | **12** |
| **Reporting Requirements****(Section 1.3.3.1(3))** | **2** | **----** | **8** |
| **Transition Plan****(Section 3.2.8.1)** | **3** | **----** | **12** |
| **Experience****(Section 3.2.9.1)** | **8** | **----** | **32** |
| **Personnel****(Section 3.2.9.2)** | **3** | **----** | **12** |

**Scoring of Cost Proposal Pricing.**

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

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

**Total Points Assigned to Pricing: 52**

**Total Points Possible for Technical and Cost Proposals: 264**

**For Statewide Professional Development Coordination**

|  |  |  |  |
| --- | --- | --- | --- |
| **Technical Proposal Components for Statewide Professional Development Coordination** | **Weight** | **Score (0-4)** | **Potential Maximum Points** |
|  |  |  |  |
| **Professional Development Platform/s****(Section 1.3.3.2(1)b)** | **3** | **----** | **12** |
| **Annual Training Plan****(Section 1.3.3.2(1)c & d)** | **8** | **----** | **32** |
| **Asynchronous Training Development****(Section 1.3.3.2(1)e)** | **8** | **----** | **32** |
| **Update/Revise Core-Curricula****(Section 1.3.3.2(1)f)** | **8** | **----** | **32** |
| **Evaluate Effectiveness****(Section 1.3.3.2(1)g)** | **4** | **----** | **16** |
| **New Core-Curricula****(Section 1.3.3.2(1)h)** | **3** | **----** | **12** |
| **Support PBC****(Section 1.3.3.2(1)i)** | **8** | **----** | **32** |
| **Reporting Requirements****(Section 1.3.3.2(3))** | **2** | **----** | **8** |
| **Transition Plan****(Section 3.2.10.1)** | **3** | **----** | **12** |
| **Experience****(Section 3.2.11.1)** | **8** | **----** | **32** |
| **Personnel****(Section 3.2.11.2)** | **8** | **----** | **32** |

**Scoring of Cost Proposal Pricing.**

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

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

**Total Points Assigned to Pricing: 62**

**Total Points Possible for Technical and Cost Proposals: 314**

**For Statewide Communication and Marketing**

|  |  |  |  |
| --- | --- | --- | --- |
| **Technical Proposal Components for Statewide Communication and Marketing** | **Weight** | **Score (0-4)** | **Potential Maximum Points** |
| **Statewide Website****(Section 1.3.3.3(1)a)** | **8** | **----** | **32** |
| **CCR&R Newsletter****(Section 1.3.3.3(1)b)** | **6** | **----** | **24** |
| **CCR&R Annual Report****(Section 1.3.3.3(1)c)** | **6** | **----** | **24** |
| **Statewide Ordering****(Section 1.3.3.3(1)d)** | **3** | **----** | **12** |
| **Annual CCR&R Marketing Plan****(Section 1.3.3.3(1)e)** | **8** | **----** | **32** |
| **Statewide Communication****(Section 1.3.3.3(1)f)** | **6** | **----** | **24** |
| **CCR&R Statewide Manuals****(Section 1.3.3.3(1)g)** | **3** | **----** | **12** |
| **ECI Day on the Hill****(Section 1.3.3.3(1)h)** | **2** | **----** | **8** |
| **Reporting Requirements****(Section 1.3.3.3(3))** | **2** | **----** | **8** |
| **Transition Plan****(Section 3.2.12.1)** | **3** | **----** | **12** |
| **Experience****(Section 3.2.13.1)** | **8** | **----** | **32** |
| **Personnel****(Section 3.2.13.2)** | **8** | **----** | **32** |

**Scoring of Cost Proposal Pricing.**

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

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

**Total Points Assigned to Pricing: 62**

**Total Points Possible for Technical and Cost Proposals: 314**

**For Statewide Behavior Health Coordination**

|  |  |  |  |
| --- | --- | --- | --- |
| **Technical Proposal Components for Statewide Behavior Health Coordination** | **Weight** | **Score (0-4)** | **Potential Maximum Points** |
| **EC-PBIS Support for CCR&R Staff****(Section 1.3.3.4(1)b)** | **8** | **----** | **32** |
| **Behavior/Mental Health Support** **(Section 1.3.3.4(1)c)** | **8** | **----** | **32** |
| **Regional Collaboration****(Section 1.3.3.4(1)d)** | **3** | **----** | **12** |
| **EC-PBIS State Leadership Team****(Section 1.3.3.4(1)e)** | **3** | **----** | **12** |
| **EC-PBIS Statewide Training****(Section 1.3.3.4(1)f & g)** | **8** | **----** | **32** |
| **EC-PBIS Grant Program****(Section 1.3.3.4(1)h)** | **5** | **----** | **20** |
| **Guidance/Recommendations****(Section 1.3.3.4(1)i)** | **3** | **----** | **12** |
| **Surveys****(Section 1.3.3.4(1)j & k)** | **3** | **----** | **12** |
| **Reporting Requirements****(Section 1.3.3.4(3))** | **2** | **----** | **8** |
| **Transition Plan****(Section 3.2.14.1)** | **3** | **----** | **12** |
| **Experience****(Section 3.2.15.1)** | **8** | **----** | **32** |
| **Personnel****(Section 3.2.15.2)** | **8** | **----** | **32** |

**Scoring of Cost Proposal Pricing.**

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

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

**Total Points Assigned to Pricing: 62**

**Total Points Possible for Technical and Cost Proposals: 310**

**For Pilot Child Care Center Director Training Program**

|  |  |  |  |
| --- | --- | --- | --- |
| **Technical Proposal Components for Pilot Child Care Center Director Training Program** | **Weight** | **Score (0-4)** | **Potential Maximum Points** |
| **Development & Implementation of Pilot Program****(Section 1.3.4.1(1))** | **12** | **----** | **48** |
| **Data Collection****(Section 1.3.4.1(2))** | **5** | **----** | **20** |
| **Transition Plan****(Section 3.2.16.1)** | **3** | **----** | **12** |
| **Experience****(Section 3.2.17.1)** | **6** | **----** | **24** |
| **Personnel****(Section 3.2.17.2)** | **6** | **----** | **24** |

**Scoring of Cost Proposal Pricing.**

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

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

**Total Points Assigned to Pricing: 32**

**Total Points Possible for Technical and Cost Proposals: 160**

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.

# Attachment A: Release of Information

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

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

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

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

Printed Name of Bidder Organization

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

Signature of Authorized Representative Date

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

Printed Name

# Attachment B: Primary Bidder Detail & Certification Form

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

|  |
| --- |
| **Primary Contact Information (individual who can address issues re: this Bid Proposal)** |
| **Name:** |  |
| **Address:** |  |
| **Tel:** |  |
| **Fax:** |  |
| **E-mail:** |  |
| **Bid Proposal Details** |
| **Indicate which CCR&R region this Bid Proposal is for: Region 1, 2, 3, 4, or 5. (If bidding on more than one region, Bidder must submit separate Bid Proposals for each region.)** |  |
| **Indicate if the Bidder is bidding on any of the following services:**1. Statewide Parent Referral Services
2. Statewide Professional Development Coordination
3. Statewide Communication and Marketing
4. Statewide Behavioral Health Coordination

**If the Bidder is NOT bidding on any of these services, use “N/A”.** |  |
| **Indicate if the Bidder is bidding on the Pilot Child Care Director Training Program project. If the Bidder is NOT bidding on this service, use “N/A”.** |  |
| **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:** |  |
| **Eligible entities to provide these services include either nonprofit incorporated or public entities. Please indicate which category the Bidder fits.** |  |
| **If Bidder is a nonprofit entity, it has a board of directors. If Bidder is a public entity, it has an advisory board to oversee the provision of resource and referral services.** | (Enter “Yes” in the box if the Bidder meets one of these requirements or “No” if the Bidder does not meet one of these requirements.) |
| **The Bidder’s board must meet the requirements outlined in Iowa Code § 237A.(26). This Code section requires the Bidder’s board to include providers, consumers, and other persons interested in the provision or delivery of child care services. Does the Bidder’s board meet these requirements?** | (Enter “Yes” in the box if the Bidder’s board meets these requirements or “No” if the Bidder’s board does not meet these requirements) |
| **State of Incorporation/organization:** |  |
| **Primary Address:** |  |
| **Tel:** |  |
| **Local Address (if any):** |  |
| **Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:** |  |
| **Number of Employees:** |  |
| **Number of Years in Business:** |  |
| **Primary Focus of Business:** |  |
| **Federal Tax ID:** |  |
| **UEI #:**  |  |
| **Bidder’s Accounting Firm:** |  |
| **If Bidder is currently registered to do business in Iowa, provide the Date of Registration:**  |  |
| **Do you plan on using subcontractors if awarded this Contract? {If “YES,” submit a Subcontractor Disclosure Form for each proposed subcontractor.}** |  |
|  | (YES/NO) |

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

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

**PRIMARY BIDDER CERTIFICATIONS**

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

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

1. **EXECUTION.**

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

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

# Attachment C: Subcontractor Disclosure Form

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

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

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

By signing below, Subcontractor agrees to the following:

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

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

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

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

# Attachment D: Additional Certifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Attachment E: Certification and Disclosure Regarding Lobbying Attachment

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

**Instructions:**

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

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

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

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

o 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.

o The bidder IS filing a disclosure form with the Agency as referenced in this form’s instructions because the bidder IS required by law to do so. If the bidder is filing a disclosure form, place the form immediately behind this in the Proposal.

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

**Attachments Specific To This RFP**

**Attachment F**

Notice of Intent to Bid Form

**Attachment G**

Regional CCR&R Services Cost Proposal

**Attachment H**

Optional Statewide Parent Referral Services Cost Proposal

**Attachment I**

Optional Statewide Professional Development Coordination Cost Proposal

**Attachment J**

Optional Statewide Communication Support Cost Proposal

**Attachment K**

Optional Statewide Behavioral Health Coordination Cost Proposal

**Attachment L**

Optional Child Care Center Director Training Program Cost Proposal

**Attachment M**

Iowa CCR&R Agency Regional Map

**Attachment N**

Regional Information and Data

**Attachment O**

Annual Regional Training Plan

**Attachment P**

Bidder Q&A Form

#

# Attachment: Sample Contract

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

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

**CONTRACT DECLARATIONS AND EXECUTION**

|  |  |
| --- | --- |
| **RFP #** | **Contract #** |
| FWBP-CC-25-001 | *{To be completed when contract is drafted.}* |

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

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

|  |
| --- |
| **Agency of the State (hereafter “Agency”)** |
| **Name/Principal Address of Agency:**  Iowa Department of Health and Human Services321 E. 12th St.Des Moines, IA 50319-0114 | **Agency Billing Contact Name / Address:***{To be completed when contract is drafted.}* |
| **Agency Contract Manager (hereafter “Contract Manager” ) /Address (“Notice Address”):** *{To be completed when contract is drafted.}* | **Agency Contract Owner (hereafter “Contract Owner”) / Address:** *{To be completed when contract is drafted.}* |

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

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

|  |  |
| --- | --- |
| **Start Date:** *{To be completed when contract is drafted.}* | **End Date of Base Term of Contract:** **End Date of Contract:** *{To be completed when contract is drafted.}* |
| **Possible Extension(s):**  *{To be completed when contract is drafted.}* |
| **Contract Contingent on Approval of Another Agency:** No | **ISPO Number:** \* ADD ISPO NUMBER\*\* |
| **Contract Include Sharing SSA Data?** No | **DoIT Number:** N/A |

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

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

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

**SECTION 1: SPECIAL TERMS**

***1.1 Special Terms Definitions.***

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

***1.2 Contract Purpose.***

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

***1.3 Scope of Work.***

**1.3.1 Deliverables.**

The Contractor shall provide the following:

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

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

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

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

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

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

ADD HERE.

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

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

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

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

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

**1.3.4 Contract Payment Clause.**

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

*{To be determined.}*

**1.3.4.2 Payment Methodology.**

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

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

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

**1.3.4.5 Payment of Invoices.**

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

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

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

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

***1.4 Insurance Coverage.***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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