



## REQUEST FOR PROPOSAL (RFP)

### Wrap Around Child Care Program FWBP-CHC-26-004

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**RFP Purpose.**

The Iowa Department of Health and Human Services (Agency) is issuing this Request for Proposal (RFP) to solicit proposals for the Wrap Around Child Care Program. Funds will be awarded through this RFP process to entities administering child care programs that provide Continuity of Services to children who are attending Eligible Core Programs as defined in this RFP.

**Duration of Contract.**

The Agency anticipates executing a contract that will have an initial 1-year contract term with the ability to extend the contract for 4 additional 1-year terms. The Agency will have the sole discretion to extend the contract.

**Contractor Eligibility Requirements.**

All Contractors shall meet the following requirements at the time of contract execution. Awarded Contractors shall provide evidence of compliance with these requirements as part of contract negotiations. Evidence of compliance with Contractor eligibility requirements does not need to be submitted with the Bid Proposal.

1. Provide Core Program services (Head Start Programs, Early Head Start Programs, Department of Education's Shared Visions Programs, Title I Preschools, or early childhood special education programs) within a licensed Child Care Facility, and
2. Provide services within Service Location(s) that meet at least one of the following quality indicators: (1) meets the Head Start Performance Standards (2) is accredited by the National Association for the Education of Young Children, (3) meets the Quality Preschool Program Standards, or (4) has an Agency Iowa Quality for Kids (IQ4K) rating.

<b>Procurement Timetable</b>
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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):	October 15, 2024
Agency Issues RFP to Bid Opportunities Website	October 17, 2024
Bidder Letter of Intent to Bid, Form F, Due By	November 7, 2024 2:00 p.m.
Bidders' Conference Will Be Held on the Following Date and Time	October 31, 2024 1 PM
Bidder Written Questions Due By	November 7, 2024 2:00 p.m.
Agency Responses to Questions Issued By	November 15, 2024
<b>Bidder Proposals and any Amendments to Proposals Due By</b>	<b>January 14, 2025 12 PM</b>
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	February 28, 2025
Contract Negotiations and Execution of the Contract Completed	June 1, 2025
Anticipated Start Date for the Provision of Services	July 1, 2025

## **Section 1 Background and Scope of Work**

### **1.1 Background.**

The Iowa Department of Health and Human Services (Agency) designated Federal Child Care and Development Block Grant funds to support Head Start, Early Head Start, Shared Visions, Title I Preschool Programs, and Early Childhood Special Education Programs to provide Continuity of Services for Wrap Around Child Care Services. Continuity of Services supports development of stable relationships and supports children's development. Many children who are attending Core Programs (designed for children with risk factors) experience numerous transitions throughout their early years. By providing continuity for children throughout their Day, Week, and Year the successful bidders will help provide a quality experience that is stable, predictable, and reliable for the Core Program Attendees.

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

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

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

**"Bid Proposal"** or **"Proposal"** means the Bidder's proposal submitted in response to the RFP.

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

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

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

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

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

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.

**"Administrator"** means the administrator of the Agency's division of Family Well-Being and Protection.

**"Child Care Assistance (CCA)"** means assistance provided by the Agency to serve children in child care settings that have a provider agreement with the State when the family of the child meets the income eligibility and need for services guidelines as outlined in the Agency's Child Care Assistance Manual Title 13 Chapter G [13-G, Child Care Assistance \(iowa.gov\)](https://www.iowa.gov/13-G-Child-Care-Assistance).

**"Child Care Facility"** means a facility that is licensed or that has a license in process under IAC 441.109 or a child care program established by a school pursuant to IAC 279.49.

**“Continuity of Services”** means providing child care before and after the Core Program and during breaks in the Core Program without disruption to the child’s program and experience by keeping the location, staff, and services the same for both the Core Program and the Wrap Around Child Care Program for the entire service period (Full Day, Full Week, Full Year of services).

**“Core Program Attendee”** means a Head Start program participant, an Early Head Start Program participant, a Department of Education’s Shared Visions participant, a Title I preschool program participant, or an early childhood special education program participant who regularly attends the program.

**“Eligible Core Program” or “Core Program”** means Head Start Programs, Early Head Start Programs, Department of Education’s Shared Visions Programs, Title I Preschools, or early childhood special education programs.

**“Full Day”** means the time period during the day where the Core Program and the Wrap Around Child Care Program, together, equals at least ten (10) hours of services for Core Program Attendees, and when the Core Program services are not in session, the Wrap Around Child Care Program equals at least ten (10) hours.

**“Full Slot”** means a Slot that is always filled by a Core Program Attendee(s) regularly attending the Wrap Around Child Care Program for the time before, after, and during breaks in the Core Program equal to one Core Program Attendee. This Slot may be filled with more than one Eligible Core Program Attendee when the Core Program Attendee does not need services during the entire Slot period. For example, if a Core Program Attendee does not need services during the summer, that summer portion of the Core Program break may be filled with another Eligible Core Program Attendee. Also, if a Core Program Attendee does not need services in the morning then the morning section of the day may be filled with another Eligible Core Program Attendee.

**“Full Week”** means Monday through Friday including breaks from the Core Program schedule.

**“Full Year”** means the time period that encompasses the extent of the Contract year, including summers and other breaks in the Core Program schedule with a maximum of twenty calendar days scheduled as closed during the calendar year.

**“School Year”** means the time period that encompasses the extent of the Contract year, not including summer breaks in the Core Program schedule with approximately one hundred eighty calendar days scheduled for participants to attend.

**“Service Location”** means a licensed child care center where Wrap Around Child Care Program services are provided.

**“Service Location Group”** means one or more Service Location(s) as designated on Form #6 of the Wrap Around Child Care Program Application Instructions of this Request for Proposal, the Service Location Identification Form. Service Locations are properly grouped together if all responses to questions on the Service Location Questionnaire would be identical for all facilities in the Service Location Group.

**“Slot”** means the time before, after, and during breaks in the Core Program equal to one Core Program Attendee. This time period may be filled with more than one Eligible Core Program Attendee when the Core Program Attendee does not need services during the entire time period. For example, if

a Core Program Attendee does not need services during the summer, then that summer portion of the Core Program break may be filled with another Eligible Core Program Attendee. Also, if a Core Program Attendee does not need services in the morning, then the morning section of the day may be filled with another Eligible Core Program Attendee.

***“Wrap-Around Child Care Program”*** means a child care program that provides Continuity of Services for Core Program Attendees through programs that support Core Programs by expanding the day and continuing services through breaks in the Core Program schedule.

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

#### **1.3.1 Deliverables.**

The Wrap Around Child Care Program Contractor shall provide Continuity of Services to children who attend Core Programs by expanding services to a Full Day, Full Week, and Full Year. The Contractor shall limit the frequency of the Core Program Attendee’s transitions by providing a stable environment, staff, and services for Core Program Attendees. The Contractor shall fill the Slots that are funded with regularly attending Core Program Attendees. The Contractor shall successfully provide or ensure any subcontractor(s) is successfully providing these Deliverables consistently at all Service Locations.

The Agency reserves the right to reduce a Contractor’s number of Slots based on a review of the Contractor’s utilization of Slots. The Contractor agrees to provide family and child eligibility determination within 60 days of the service’s start date.

Contractor’s provision of service includes, but is not limited to, the following Deliverables:

##### **1.3.1.1. Professional Development**

Educating Wrap Around Child Care Program employees about implementing the Wrap Around Child Care Program plan and meeting the professional development requirements for Child Care Facilities licensed with the Agency.

##### **1.3.1.2. Determine Eligibility**

Verifying eligibility and requirements criteria are continuously met at all Service Locations by:

- a) Verifying and documenting facility requirements for Wrap Around Child Care Programs are met including:
  - a. providing family and child eligibility determination within 60 days of the service’s start date.
  - b. that the Wrap Around Child Care Program is provided in a licensed Child Care Facility or a public or approved non-public school system set forth in IAC 441.109.
  - c. that the staff-to-child ratio is maintained according to the Agency staff ratio requirements set forth in IAC 441.109.
  - d. that the Wrap Around Child Care Program is not charging the parent or the state Child Care Assistance (CCA) for child care while the child is attending the Wrap Around Child Care Program.
  - e. notifying the Agency if, at any time, the Service Location(s) fail to meet one or more of the requirements set forth in this Section 1.3.1.2. In the event of such a failure, the Agency reserves the right to move Slots to another eligible Service Location or terminate the Contract.
  - f. that all Wrap Around Child Care Program Service Location(s) meet one of the following quality standards:
    - i. Head Start Performance Standards,
    - ii. NAEYC Accreditation,

- iii. IQ4K Rating, or
- iv. Quality Preschool Program Standards.

- b) Verifying and documenting family eligibility based on income eligibility and need for Service eligibility requirements for state Child Care Assistance (CCA), as set forth in IAC 441.170 at the time of the family's enrollment and the beginning of each Contract extension period by:
  - a. Utilizing an Agency approved family eligibility form that is updated according to IAC 441.170 to document the determination of family eligibility, and
  - b. Verifying the information in the family eligibility form is accurate and correct.
- c) Verifying and documenting child eligibility by enrollment and regular attendance in Eligible Core Program.

**1.3.1.3. Provide Continuity of Services approved by the Agency to Core Program Attendees between the Core Program and the Wrap Around Child Care Program:**

- a) Consistent environment/facility for Core Program Attendees between the Wrap Around Child Care Program and Core Program services.
- b) Consistent program/curriculum for Core Program Attendees between the Wrap Around Child Care Program and Core Program services.
- c) Consistent staff for Core Program Attendees between the Wrap Around Child Care Program and Core Program services.
- d) Contractor shall notify the Agency if, at any time, the Service Location(s) fail to meet one or more of the requirements. In the event of such a failure, the Agency reserves the right to move Slots to another eligible Service Location or terminate the Contract.

**1.3.1.4. Provide Wrap Around Child Care Program in an eligible Wrap Around Child Care Program Service Location(s):**

- a) that is Licensed by the Agency; and
- b) that meets one of the following quality standards:
  - a. Head Start Performance Standards,
  - b. NAEYC Accreditation,
  - c. IQ4K Rating, or
  - d. Quality Preschool Program Standards.
- c) Contractor shall notify the Agency if, at any time, the Service Location(s) fail to meet one or more of the requirements. In the event of such a failure, the Agency reserves the right to move Slots to another eligible Service Location or terminate the Contract.

**1.3.1.5. Implementing and utilizing an Agency-accepted classroom curriculum with the Core Program(s).**

**1.3.1.6. Implementing and utilizing an Agency-accepted positive guidance plan with the Core Program(s).**

**1.3.1.7. Implementing and utilizing an Agency-accepted Health and Safety Plan that meets the National Health and Safety Performance Standards.**

**1.3.1.8. Providing food and nutrition consistent with an Agency-accepted food and nutrition plan while only using Wrap Around Child Care Program funds for the net portion of the food that is not covered by the Child and Adult Care Food Program (CACFP) for eligible children.**

**1.3.1.9. Develop, implement, and adhere to policies and procedures for inclusive practices for**

**children with diverse needs, including those with identified disabilities, dual language learners, identified behavioral needs, and/or specialized health needs.**

**1.3.1.10. Facilitate parental involvement with the Core Program and Wrap Around Child Care Program so that parents are aware of the importance of continuity for Core Program Attendees and are actively participating in their children's services.**

**1.3.1.11. Develop, maintain, and document community collaborations with organizations outside of the Core Program and the Wrap Around Child Care Program to document the Contractor's collaborations within the larger community that assist the Contractor in delivering comprehensive services to children and maximizing partnerships and resources.**

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

- a) Data and Security System Framework
  - a. The Contractor shall comply with either of the following:
    - i. Provide certification of compliance with a minimum of one of the following security frameworks: NIST SP 800-53, NIST Cybersecurity Framework, HITRUST, HIPAA/HITECH, COBIT, CSA STAR, ISO 27001, SOC 2 Type II, CIS Controls or PCI-DSS prior to implementation of the system and when the certification(s) expire, or
    - ii. 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 annually thereafter. Passed means no unresolved high or critical findings.
- b) Vendor Security Questionnaire
  - a. If not previously provided to the Agency through a procurement process, the Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ) prior to Contract execution.
- c) Cloud Services
  - a. The Contractor shall comply with either of the following:
    - i. Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
    - ii. Provide certification of compliance with a minimum of one of the following security frameworks: NIST 800-53, NIST Cybersecurity Framework, HITRUST, CSA STAR, ISO 27001, SOC 2 Type II, CIS Controls or PCI-DSS prior to implementation of the system and when the certification(s) expire.

**1.3.1.13. Assess Service Delivery**

- a) Assess the Continuity of Services by verifying, and documenting that Continuity of Services between the Wrap Around Child Care Program and the Core Program are provided through continuing services for a Full Day, Full Week, and Full Year, providing consistency without disruption in:
  - a. Facility
  - b. Program/Curriculum; or
  - c. Staff.
- b) Assess the curriculum's successful delivery and document evidence supporting successful child outcomes.
- c) Assess the successful delivery of positive guidance techniques and evidence of successful child outcomes.

#### 1.3.1.14. Reporting and Compliance

- a) **Expenditure Reports.** For each contract period, the Contractor shall provide complete and accurate expenditure reports electronically to the Agency as follows:

Reporting Period	Due Date
July 1 – September 30	October 10
October 1 – December 31	January 31
January 1 – March 31	April 10
April 1 – June 30	July 31

- b) **Performance Reports.** For each contract period, the Contractor shall provide complete and accurate semi-annual reports electronically to the Agency.
- The July – December semi-annual reports shall provide evidence of successful contract implementation and of improved results for programs, families, and children, eligibility verification/documentation, and number of Slots filled. This includes the provided performance report and expenditure report.
  - The January – June semi-annual reports shall provide evidence of successful contract implementation and of improved results for programs, families, and children, eligibility verification/documentation, number of Slots filled, and cumulative end of year reporting information. The Reporting Period is as follows:

Reporting Period	Due Date
July 1 – December 31	January 31
January 1 – June 30	July 31

- Accommodate onsite monitoring visits by the Agency's program manager or designee to verify reported information and compliance with program requirements.
- Submit other reports and requests for information as needed.
- Maintain ongoing communication with the Agency.

#### 1.3.2 Performance Measures.

The Contractor shall meet the following performance measures:

- Submit complete and accurate reports on or before the deadlines established in section 1.3.1.14.
- Determine eligibility for each child, family, and facility based on criteria established in section 1.3.1.2.
- Provide Continuity of Services for every Core Program Attendee who enrolls in the Wrap Around Child Care Program based on criteria established in section 1.3.1.3.
- Return any unspent or unearned funds to the Agency with the submission of the final renewal's final reports, by July 31<sup>st</sup>. Following the Agency's review of the reports and Contract delivery assessment, the Agency will determine if additional funds shall be returned.

#### 1.3.3 Contract Payment Methodology.

The Agency will pay the Contractor \$3,510.00 (annually) per Slot for School Year Service Location Groups and \$5,850.00 (annually) per Slot for Full Year Service Location Groups.



The Agency will pay the Contractor semi-annually. The first payment will be equal to one-half of the annual amount and will be made after the Agency has received, reviewed, and approved the Contractor's semi-annual expenditure and performance report (due July 31, when applicable) as required in the Contract. The second payment will be equal to one-half of the annual amount and will be made after the Agency has received, reviewed and approved the Contractor's semi-annual expenditure and performance report (due January 31), as required in the Contract. The Contractor will spend the funds only in accordance with the Proposal approved by the Agency and as set forth in the Contract.

Unspent or unearned funds will be deducted from the first payment of the next Service Period. For the final Service Period, unspent or unearned funds shall be returned to the Agency with the submission of the final reports, by July 31<sup>st</sup> of the last renewal year. Following the Agency's review of the reports and Contract delivery assessment, the Agency will determine if additional funds shall be returned.

#### **1.3.5 Contract Budget**

Because the expectation is for the Contractor to fill the Slots with Eligible Core Attendees, the Agency will negotiate a Contract budget with the Contractor after acceptance of the Proposal. The Agency-accepted budget shall include the Administrative Cost limit of 5% unless otherwise determined by a current Federal Indirect Cost Agreement. Final Contract execution is contingent upon the Agency accepting and approving the Contractor's budget.

## **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  
Division of Family Well-Being and Protection, Third Floor  
321 East 12th Street  
Des Moines IA 50319-1002

Phone: (515) 377-0344  
melanie.mathes@hhs.iowa.gov

### **2.2 Restriction on Bidder Communication.**

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

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

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

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

### **2.4 Online Resources.**

Office of Child Care <https://www.acf.hhs.gov/occ>  
Office of Child Care Fact Sheet <https://www.acf.hhs.gov/occ/fact-sheet-occ>

### **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. Though it is not mandatory that the Agency receive an intent to bid, the Agency will only respond to questions about the RFP that have been submitted by Bidders who have expressed their intent to bid. The Agency may cancel an RFP for lack of interest based on the number of letters of intent to bid received.

### **2.6 Bidders’ Conference.**

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

Participants may join virtually via MS Teams using the following link: [Join the meeting now](#).

To participate via phone, dial the following number: 1-469-998-6046 and use the following Phone Conference ID when prompted by the system: 395 476 044#.

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

Bidders who have provided their intent to bid on the RFP are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (hereafter "Questions") using Attachment G, 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 <http://bidopportunities.iowa.gov/> by the date provided in the Procurement Timetable.

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

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

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

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

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

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

Bidders may amend a previously submitted Bid Proposal at any time before the bid submission date and time. Any such amendment must be in writing and signed by the Bidder. The Bidder shall provide

the same number of copies of the amended Bid Proposal as is required for the original Bid Proposal, for both hardcopy and electronic copies, in accordance with the Bid Proposal Formatting Section.

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

#### **2.10 Withdrawal of Bid Proposal.**

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

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

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

#### **2.12 Rejection of Bid Proposals.**

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

#### **2.13 Review of Bid Proposals.**

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

##### **2.13.1 Mandatory Requirements.**

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

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

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

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

- Bidder initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer (See RFP Section 2.2);
- Bidder fails to comply with the RFP's formatting specifications so that the Bid Proposal cannot be fairly compared to other bids (See RFP Section 3.1);
- Bidder fails, in the Agency's opinion, to include the content required for the RFP;
- Bidder fails to be fully responsive in the Bidder's Approach to Meeting Deliverables Section, states an element of the Scope of Work cannot or will not be met, or does not include

information necessary to substantiate that it will be able to meet the Scope of Work specifications (See RFP Section 3.2.4);

- Bidder's response materially changes Scope of Work specifications;
- Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.3);
- Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See RFP Section 3.1); or
- Bidder fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process; or
- Bidder is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code §12J. This list is maintained by the Iowa Public Employees' Retirement System. The list is currently found here: <https://ipers.org/investments/restrictions>.

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

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

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

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

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

#### **2.16 Reference Checks.**

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

#### **2.17 Information from Other Sources.**

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

#### **2.18 Criminal History and Background Investigation.**

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

**2.19 Disposition of Bid Proposals.**

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

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

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

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

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

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

**2.21 Copyrights.**

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

**2.22 Release of Claims.**

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

**2.23 Reserved. (Presentations)**

**2.24 Notice of Intent to Award.**

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

**2.25 Acceptance Period.**

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

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

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

Bureau Chief  
c/o Bureau of Service Contract Support  
Department of Health and Human Services  
Lucas State Office Building  
321 E 12<sup>th</sup> Street  
Des Moines, Iowa 50319-1002

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

The Agency must receive the written request for reconsideration within five calendar days of the date of either a disqualification notice or a notice of intent to award, exclusive of Saturdays, Sundays, and legal state holidays. The written request may be emailed or delivered by postal service or other shipping service. Do not deliver any requests for reconsideration to the office in person. It is the Bidder's responsibility to ensure that the request for reconsideration is received prior to the deadline. Postmarking or submission to a shipping service by the due date shall not substitute for actual receipt of a request for reconsideration by the Agency.

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

**2.27 Definition of Contract.**

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

**2.28 Choice of Law and Forum.**

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

**2.29 Restrictions on Gifts and Activities.**

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

**2.30 Exclusivity.**

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

**2.31 No Minimum Guaranteed.**

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

**2.32 Use of Subcontractors.**

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

**2.33 Bidder Continuing Disclosure Requirement.**

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



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

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

#### **3.1 Bid Proposal Formatting.**

<b>Subject</b>	<b>Specifications</b>
<b>Paper Size</b>	8.5" x 11" paper (one side only). Charts or graphs may be provided on legal-sized paper.
<b>Font</b>	Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial.
<b>Page Limit</b>	The Bid Proposal Form 5 responses are limited to 10 pages. The Bid Proposal Form 7 responses are limited to 10 pages per Service Location Group. RFP Forms will not count toward the page limit.
<b>Pagination</b>	All pages are to be sequentially numbered from beginning to end (do not number these Proposal sections independently of each other).
<b>Bid Proposal General Composition</b>	<ul style="list-style-type: none"> <li>• Bid Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc.</li> <li>• Bid Proposals must be bound and use tabs to label sections.</li> </ul>
<b>Envelope Contents and Labeling</b>	<ul style="list-style-type: none"> <li>• Envelopes shall be addressed to the Issuing Officer.</li> <li>• The envelope containing the original Bid Proposal shall be labeled "original" and each envelope containing a copy of the Bid Proposal shall be labeled "copy."</li> </ul>
<b>Number of Hard Copies</b>	Submit one (1) original hard copy of the Proposal. The original hard copy must contain original signatures.
<b>USB Flash Drive</b>	<ul style="list-style-type: none"> <li>• Bidders shall submit one (1) flash drive, with a copy identical to the content of the original hard copy of the Bid Proposal.</li> <li>• The Bid Proposal must be saved in less than three files, with a preference for the entire Bid 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.</li> </ul>
<b>Request for Confidential Treatment</b>	<p>Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:</p> <ul style="list-style-type: none"> <li>• The Bidder will complete the appropriate section of the Primary Bidder Detail Form &amp; Certification which requires the specific statutory 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.</li> <li>• 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.</li> </ul>

Subject	Specifications
	<ul style="list-style-type: none"> <li>• The Cost Proposal will be part of the ultimate contract entered into with the successful Bidder. Pricing information may not be designated as confidential material. However, Cost Proposal supporting materials may be marked confidential if consistent with applicable law.</li> <li>• The transmittal letter may not be marked confidential.</li> <li>• 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”.</li> <li>• 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.</li> </ul>
<b>Exceptions to RFP/Contract Language</b>	<p>If the Bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail &amp; Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.</p> <p>The Agency reserves the right to either execute a contract without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.</p>

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

This section describes the information that must be in the Bid Proposal. Bid Proposals should be organized into sections **in the same order provided here** using tabs to separate each section.

#### **3.2.1 Information to Include Behind Tab 1:**

##### **Transmittal Letter.**

The transmittal letter serves as a cover letter for the Bid 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: RFP Forms.**

The forms listed below are attachments to this RFP. Forms shall not be altered in any way by the Bidder. Forms included with the “Original” bid submission must have an original signature. Bidders shall fully complete and return these forms behind Tab 3:

**Attachment A:** Release of Information Form

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

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

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

### 3.2.4 Information to Include Behind Tab 4: Bidder's Approach to Meeting Deliverables.

#### Attachment H: Wrap Around Child Care Program Application

- **Bidder Organization Packet**
  - **Form 1: Minority Impact Statement** (complete provided form)
  - **Form 2: Table of Organization for Overall Operations** (from bidder organization-for the evaluation committee to understand the organization)
  - **Form 3: Table of Organization Specific to RFP** (for the evaluation committee to understand the proposal)
  - **Form 4: Family Eligibility Form** (from bidder organization)
  - **Form 5: Wrap Around Child Care Program Organization Details**
- **Service Location Group Packet (includes the following forms for each Service Location Group):**
  - **Form 6: Service Location Group Identification Form**
  - **Form 7: Service Location Group Questionnaire**
  - **Form 8: Service Location Group Schedule**
  - **Form 9: Service Location Group Details** (All items below for each Service Location/Facility)
    - **Subcontractor Detail Form**
    - **Subcontractor Disclosure Form**

**NOTE:** Forms provided as part of the RFP shall not be altered in any way by the bidder. Forms included with the "Original" bid submission must have an original signature. Per the Contractor Eligibility Requirements, all bidders awarded a contract shall provide evidence of compliance with these requirements as part of contract negotiations. Evidence of compliance with contractor eligibility requirements does not need to be submitted with the bid proposal.

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 Service Location Group Packet. Each will be evaluated separately.

## Section 4 Evaluation of Bid Proposals

### **4.1 Introduction.**

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

The Agency will base the allocations of funds on the number of Slots that are accepted within the Proposals. A maximum statewide total of \$4,937,400.00 will be awarded to multiple contractors throughout Iowa.

### **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.

The scored Bid Proposal components have been broken into three (3) forms within the Bid Proposal application: Forms 5, 8, and 7. These forms will be scored as follows:

**Form 5 – Wrap Around Child Care Program Organizational Details and**  
**Form 8 – Service Location Group Schedule for each Service Location Group**

### **Scoring**

Points will be assigned to each evaluation component as follows and weighted to the total listed in the section, 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.

**Bid Proposal Components.**

Form 5 and Form 8 - 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.

<b><u>Bid Proposal Components</u></b>	<b><u>Weight</u></b>	<b><u>Score (0-4)</u></b>	<b><u>Potential Maximum Points</u></b>
<b>Bidder Organization Packet</b>			
<b>Form 5: Wrap Around Child Care Program Organizational Details</b>			
Goals and Objectives (Attachment H, #1)	5	-----	20
Program Description (Attachment H, #2)	5	-----	20
Needs Assessment (Attachment H, #3)	5	-----	20
Community Collaborations (Attachment H, #4)	5	-----	20
Inclusive Environment (Attachment H, #5)	5	-----	20
Employee Retention (Attachment H, #6)	5	-----	20
Child Eligibility (Attachment H, #7)	5	-----	20
Family Eligibility (Attachment H, #8)	5	-----	20
Service Location (Facility) Eligibility (Attachment H, #9)	5	-----	20
Food and Nutrition Plan (Attachment H, #10)	2	-----	8
Health and Safety Plan (Attachment H, #11)	2	-----	8
Professional Development Plan (Attachment H, #12)	2	-----	8
Parental Involvement Plan (Attachment H, #13)	2	-----	8
Bidder's Experience/Acknowledgements (Attachment H, #14)	2	-----	8
<b>Total Points for Form 5</b>	<b>55</b>		<b>220</b>
<b>Service Location Group Packet</b>			
<b>Form 8: Service Location Group Schedule for each Service Location Group</b>			
Service Location Group Schedule (Attachment H)	2	-----	8
<b>Total Points for Form 8</b>	<b>2</b>		<b>8</b>

**Form 7 – Service Location Group Questionnaire Form for this Service Location Group**

**Scoring**

Points will be assigned to each evaluation component based on the bidders demonstrated level of service and are not weighted for this form. Specific service level detail is provided following each question in Form 7. Points will be assigned to each evaluation component as follows:

<b>SCORING</b>	<b>Service Level</b>
100	1
75	2
50	3
25	4
0	5

Total points possible for Form 7 is 400 points. If the bidder submits multiple Service Location Group Packets, each Form 7 within each Service Location Group Packet will be scored separately. Total assigned for all forms will be combined for a total score for each service location.

***4.4 Recommendation of the Evaluation Committee.***

The Agency shall base the allocations of funds on the number of Slots that are accepted within the Proposals. The Agency shall pay the Contractor \$3,510.00 (annually) per Slot for School Year Service Location Groups and \$5,850.00 (annually) per Slot for Full Year Service Location Groups. A maximum statewide total of \$4,937,400.00 will be awarded to multiple contractors throughout Iowa.

The evaluation committee shall present a final ranking and recommendation(s) to the Division Director 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. In the event that the successful bidders' number of Slots exceeds the total amount of funding available for these services, the evaluation committee may recommend limiting the number of slots funded per Contractor and Service Location Group to ensure funding reaches Core Programs throughout Iowa.

The Division Director 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 3 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 3 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)	
<b>Name:</b>	
<b>Address:</b>	
<b>Tel:</b>	
<b>Fax:</b>	
<b>E-mail:</b>	
Primary Bidder Detail	
<b>Business Legal Name (“Bidder”):</b>	
<b>“Doing Business As” names, assumed names, or other operating names:</b>	
<b>Parent Corporation Name and Address of Headquarters, if any:</b>	
<b>Form of Business Entity (i.e., corp., partnership, LLC, etc.):</b>	
<b>State of Incorporation/organization:</b>	
<b>Primary Address:</b>	
<b>Tel:</b>	
<b>Local Address (if any):</b>	
<b>Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:</b>	
<b>Number of Employees:</b>	
<b>Number of Years in Business:</b>	
<b>Primary Focus of Business:</b>	
<b>Federal Tax ID:</b>	
<b>UEI #:</b>	
<b>Bidder’s Accounting Firm:</b>	
<b>If Bidder is currently registered to do business in Iowa, provide the Date of Registration:</b>	
<b>Do you plan on using subcontractors if awarded this Contract? {If “YES,” submit a Subcontractor Disclosure Form for each proposed subcontractor.}</b>	
	(YES/NO)



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

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

### PRIMARY BIDDER CERTIFICATIONS

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

- 1.1 Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail & Certification Form. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal. The Bidder accepts and shall comply with all Contract Terms and Conditions contained in the Sample Contract without change except as set forth in the Contract;
- 1.2 Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein;
- 1.3 Bidder has received any amendments to this RFP issued by the Agency;
- 1.4 No cost or pricing information has been included in the Bidder's Technical Proposal;
- 1.5 If Bidder requests confidential treatment of any information submitted in its Proposal, the Bidder expressly acknowledges and agrees that the Agency's evaluation document(s) may reference information of which the Bidder requested confidential treatment in the Bid Proposal. These Agency evaluation documents may then be in the public domain and be open to inspection by interested parties upon the Agency's issuance of a Notice of Intent to Award. The Agency will not redact information or references to information in evaluation documents even in instances which a Bidder requested confidential treatment in the Bid Proposal; and,
- 1.6 The person signing this Bid Proposal certifies that he/she is the person in the Bidder's organization responsible for, or authorized to make decisions regarding the prices quoted and, Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price,

will remain firm until a contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier.

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

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

**3. EXECUTION.**

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

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

### Attachment C: Subcontractor Disclosure Form

*(Return this completed form behind Tab 3 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.)*

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

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

By signing below, Subcontractor agrees to the following:

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

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

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

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

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

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

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

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

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Bidder shall provide immediate written notice to the person to whom this Bid Proposal is submitted if at any time the Bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The Bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.
5. The Bidder further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

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

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

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

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

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

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

### **5. CERTIFICATION REGARDING DRUG FREE WORKPLACE**

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

## 6. NON-DISCRIMINATION

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

**Attachment E: Certification and Disclosure Regarding Lobbying Attachment**  
*(Return this executed form behind Tab 3 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.

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

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

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

**Attachments Specific To This RFP**

**Attachment F:** Notice of Intent to Bid Form

**Attachment G:** Bidder Q&A Form

**Attachment H:** Wrap Around Child Care Program Application

**Attachment I:** Wrap Around Child Care Program Checklist

### 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-CHC-26-004	<i>{To be completed when contract is drafted.}</i>

Title of Contract
<i>{To be completed when contract is drafted.}</i>

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

Agency of the State (hereafter "Agency")	
<b>Name/Principal Address of Agency:</b> Iowa Department of Health and Human Services 321 E. 12 <sup>th</sup> Street Des Moines, IA 50319-1002	<b>Agency Billing Contact Name / Address:</b> <i>{To be completed when contract is drafted.}</i>
<b>Agency Contract Manager (hereafter "Contract Manager" ) /Address ("Notice Address"):</b> <i>{To be completed when contract is drafted.}</i>	<b>Agency Contract Owner (hereafter "Contract Owner") / Address:</b> <i>{To be completed when contract is drafted.}</i>

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

<b>Contract Information</b>	
<b>Start Date:</b> <i>{To be completed when contract is drafted.}</i>	<b>End Date of Base Term of Contract:</b> <b>End Date of Contract:</b> <i>{To be completed when contract is drafted.}</i>
<b>Possible Extension(s):</b> <i>{To be completed when contract is drafted.}</i>	
<b>Contract Contingent on Approval of Another Agency:</b> No	<b>ISPO Number:</b> DSPOR2024-333
<b>Contract Include Sharing SSA Data?</b> No	<b>DoIT Number:</b> 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 Reserved.**

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

##### **1.3.4.1 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:

The Contract Manager or designee will:

- a) Determine compliance with general contract terms, conditions, and requirements; and
- b) Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:
  - a. Monitoring Clause: The Agency will monitor this contract as follows:
    - i. Providing ongoing communication including technical assistance, information sharing, and policy implementation assistance.
    - ii. Reviewing of semiannual reports (that include information about eligible children served in 1.3.2.2.) and assessing the plan's implementation and improved results.
    - iii. Monitoring activities by the Agency to verify reported information and that the requirements of the program are met with the Agency's monitoring tools.
    - iv. Assessing reports and requests for information as needed.
    - v. The Agency reserves the right to require the attendance of Contractor at a monitoring review session.

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

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

**1.3.4.3 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.

**1.3.4.4 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.

**1.3.5 Contract Payment Clause.**

**1.3.5.1 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 completed when contract is drafted.}*

**1.3.5.2 Payment Methodology.**

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

**1.3.5.3 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 Semi-annually. 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.

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

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

Instructions for this process may be found at:  
[http://www.dom.state.ia.us/appeals/general\\_claims.html](http://www.dom.state.ia.us/appeals/general_claims.html).

The Agency shall pay all approved Invoices in arrears 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.

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

**1.4 Insurance Coverage.**

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

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

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

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

- Provide certification of compliance with a minimum of one of the following security frameworks: NIST SP 800-53, NIST Cybersecurity Framework, HITRUST, HIPAA/HITECH, COBIT, CSA STAR, ISO 27001, SOC 2 Type II, CIS Controls or PCI-DSS prior to implementation of the system and 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 annually thereafter. 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, the Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ).

**1.5.3 Cloud Services.** 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: NIST 800-53, NIST Cybersecurity Framework, HITRUST, CSA STAR, ISO 27001, SOC 2 Type II, CIS Controls or PCI-DSS prior to implementation of the system and 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.

**1.5.5 Business Associate.** If the Contractor is designated as a Business Associate through this Contract, the Contractor agrees to follow Section 3.2 of the Contingent Terms for Service Contracts. By signing this Contract, the Business Associate certifies it will comply with the Business Associate Agreement Addendum ("BAA"), and any amendments thereof, as posted to the Agency's website: <https://hhs.iowa.gov/media/2904/download?inline=>.

**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/initiatives/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/initiatives/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:



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