



REQUEST FOR PROPOSAL (RFP)

Community Adolescent Pregnancy Prevention (CAPP) Program Local Services Project Contracts ACFS 23-008

Redlined Version with First Amendment Incorporated
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RFP Purpose.

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

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

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

Duration of Contract.

The Agency anticipates executing a Contract that will have an initial 1-year Contract term (FY23) with the ability to extend the Contract for 3 additional 1-year terms. (FY24, 25 & 26) The Agency will have the sole discretion to extend the Contract.

Bidder Eligibility Requirements.

The Agency will only consider proposals from Bidders that can attest to the requirements outlined in House File 766, and provided in Attachment O.

Procurement Timetable

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

Event	Date
Agency Issues RFP Notice to Targeted Small Business Website (48 hours):	February 28, 2022
Agency Issues RFP to Bid Opportunities Website	March 2, 2022
Bidder Letter of Intent to Bid Due By	March 9, 2022 2:00 p.m.
Bidder Written Questions Due By	March 9, 2022 2:00 p.m.
Agency Responses to Questions Issued By	March 16, 2022
Bidder Proposals include <u>all</u> Attachments, and any Amendments to Proposals Due By	March 30, 2022 3:00pm
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	April 15, 2022
Contract Negotiations and Execution of the Contract Completed	May 15, 2022
Anticipated Start Date for the Provision of Services	July 1, 2022

Section 1 Background and Scope of Work

1.1 Background.

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

Link to Iowa Code 163:

<https://www.legis.iowa.gov/docs/iac/chapter/07-02-2008.441.163.pdf>

The high social and economic costs of Adolescent pregnancy and childbearing can have short- and long-term negative impacts for Adolescent parents, their children, and their community. Children born to Adolescent parents are more likely to experience the following as noted in <https://youth.gov/>

- have a Higher Risk for low birth weight and infant mortality;
- have lower levels of emotional support and cognitive stimulation;
- have fewer skills and be less prepared to learn when they enter kindergarten;
- have behavioral problems and chronic medical conditions;
- rely more heavily on publicly funded health care;
- have higher rates of foster care placement;
- be incarcerated at some time during adolescence;
- have lower school achievement and drop out of high school;
- give birth as a teen; and
- be unemployed or underemployed as a young adult.

The Agency goal is to reduce the short-and long-term impact associated with Adolescent pregnancies by teaching and sharing Evidence-Based and Evidence-Informed curriculum on pregnancy prevention. The Agency seeks to build and strengthen the Adolescents' skill set to increase communication and build Healthy Relationships.

1.1.2 Information and current data on Adolescent Pregnancy

According to the Center for Disease Control, <https://www.cdc.gov/teenpregnancy/about/>, *"The US teen birth rate (births per 1,000 females aged 15 to 19 years) has been declining since 1991. Teen birth rates continued to decline from 17.4 per 1,000 females in 2018 to 16.7 per 1,000 females in 2019. This is another record low for US teens and a decrease of 4% from 2018. Birth rates fell 7% for females aged 15 to 17 years and 4% for females aged 18 to 19 years. Although reasons for the declines are not totally clear, evidence suggests these declines are due to more teens abstaining from sexual activity, and more teens who are sexually active using birth control than in previous years. Still, the US teen pregnancy rate is substantially higher than in other western industrialized nations, and racial/ethnic and geographic disparities in teen birth rates persist."*

Importance of Prevention: Teen pregnancy and childbearing are associated with increased social and economic costs through immediate and long-term effects on teen parents and their children.

- Pregnancy and birth are significant contributors to high school dropout rates among girls. Only about 50% of teen mothers receive a high school diploma by 22 years of age, whereas approximately 90% of women who do not give birth during adolescence graduate from high school.
- The children of teenage mothers are more likely to have lower school achievement and to drop out of high school, have more health problems, be incarcerated at some time during adolescence, give birth as a teenager, and face unemployment as a young adult."

The 2019 Iowa Youth Risk Behavior Survey reported:

Sexually Active

- The state rate for high school students who ever had sex was 38%. This is comparable to the national rate.
- 26% of all Iowa high school students were sexually active in the three months prior to the survey. For twelfth graders, the rate was 35%.
- 1 in 5 ninth graders and 1 in 2 twelfth graders ever had sex.
- 8% of high school students statewide had four or more partners during their lifetime. For twelfth graders, the number climbs to 14%.

Contraceptive Use

- Nearly half (48%) of sexually active high students used a hormonal contraceptive method the last time they had sex. 29% used birth control pills.
- Sexually active Iowa high school students were more likely to use some kind of contraceptive method than their peers nationally. For Iowa students, the rate was 94%. Nationally the rate was 88%.

Condom Use

- Over half (55%) of sexually active high school students used a condom at last sexual intercourse.

Substance Use

- Fewer Iowa high school students used alcohol or drugs before last sexual activity than students nationally. For Iowa students, the rate was 16%. Nationally the rate was 21%.
- <https://idph.iowa.gov/PUBLICHEALTHDATA/IOWA-YOUTH-RISK-BEHAVIOR-SURVEY>

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

1.1.3 Community Adolescent Pregnancy Prevention (CAPP) Program Overview

The CAPP Program was designed with the following intent:

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

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

163.3(12) Community adolescent pregnancy prevention grants will be awarded to projects providing:

- a. Broad-based representation from community or regional representatives including, but not limited to, schools, churches, human service-related organizations, and businesses.
- b. Comprehensive programming focusing on the prevention of initial pregnancies during the adolescent years. Projects may provide one or more of the following services:
 - 1) Workshops and informational programs for adolescents and parents of adolescents to improve communication between children and parents regarding human sexuality issues.
 - 2) Programs that focus on the prevention of initial pregnancies through responsible decision making in relationships. These programs should be comprehensive with emphasis on, but not limited to, abstinence, risks associated with drug and alcohol use, contraceptives and associated failure rates, sexually transmitted diseases, and AIDS.

- 3) Programs which use peer counseling or peer education techniques for the prevention of adolescent pregnancies.
 - 4) Development and distribution of informational material designed to discourage adolescent sexual activity, to provide information regarding acquired immune deficiency syndrome and sexually transmitted diseases, and to encourage male and female adolescents to assume responsibility for their sexual activity and parenting.
- c. **Services to pregnant and parenting adolescents. Not more than 25 percent of a community grant may be used for these services. Projects may provide one or more of the following services:**
- 1) Programs intended to prevent an additional pregnancy by a parent who is less than 19 years of age. Preference in grant awards will be given to programs providing incentives to clients for their program participation and success in avoiding a subsequent pregnancy.
 - 2) Programs for pregnant or parenting teens intended to educate adolescents concerning the risks associated with alcohol and other drug use during pregnancy, improve parenting skills, and plan for the future.
 - 3) Programs for young fathers.
 - 4) Development and distribution of informational material designed to encourage male and female adolescents to assume responsibility for their sexual activity and parenting,” (Iowa Administrative Code r. 441-163.3(12)).

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

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

1.2 RFP General Definitions.

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 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.

“AIDS” means Acquired Immunodeficiency Syndrome.

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

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

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

“Birth Rate” means the rate of births per 1,000 females aged 15-19 years.

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

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

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

“Coalition Charter” means a written instrument that creates and defines the Community Coalition.

“Community Adolescent Pregnancy Prevention (CAPP) Program” or “Program” means that Program established by Iowa Acts and outlined in Iowa Administrative Code Chapter 441-163. Use of either term in the context of this Request for Proposals refers to the Program as a whole rather than individual Projects funded under the Program.

“Community” means a defined Service Area.

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

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

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

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

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

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

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

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

“Evidence-Based Practices/Programs” means practices or service approaches whose effectiveness at achieving outcomes for specific target populations of Adolescents and families has been substantiated or validated by some sort of independent empirical research. Information on Evidence-Based services can be obtained in a variety of ways, including through contacts with various public and private organizations that collect and disseminate service information.

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

“Expectant and Parenting” Expectant refers to both males and females who are expecting/pregnant to parent. Expectant is used to better call out the unique needs of young males who are fathering or expecting to father a child. Pregnant describes persons who are physically carrying a child. Parenting refers to Adolescents that are currently parenting their child.

“Father Engagement” Father Engagement programs can include the biological father or current partner who may not be the biological father but is actively engaged in parenting.

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

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

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

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

“In-Kind Definition” Services, material, equipment or labor committed or received at a conservative value that would otherwise be paid from the project budget. In-Kind contributions are goods (wholesale value) or services provided instead of cash for one of your project budget line-items.

“Match Requirement” or **“Match”** means the 5 percent annual budget Match and the increase of 5 percent each subsequent year a Contractor receives funding. In-Kind Matches may be applied toward the Contractor Match. (5% Match in SFY23 increasing 5% each year until year four SFY26, 20% Match)

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

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

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

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

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

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

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

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

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

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

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

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

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

“Socialization” means a group-based event / Program hosted by the Bidder with the intention to provide resources and pertinent education / parenting information.

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

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

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

<https://www.acf.hhs.gov/ofa/programs/tanf/laws-regulations>

1.3 Scope of Work.

1.3.1 Deliverables.

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

1.3.1.1. Community Coalition Building and Enhancement

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

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

Deliverable: The Contractor shall develop a formal structure for their CAPP Coalition and document broad-based, interdisciplinary representation within the proposed Service Area following Charter Guidance and Charter Template (Attachment L).

Performance Measures:

PM 1: The Contractor shall complete and submit their initial Coalition Charter following the Charter

Guidance and Template, with signatures of membership, to the Program Administrator no later than June 30, 2023.

PM 2: The Contractor shall complete/update the Charter annually including membership signatures and submit to the Program Administrator by May 1, 2023, and May 1st of each following Contract year. (Charters may be amended at other dates as needed).

PM 3: The Contract shall document full membership (7 of 9 members) as described in the Charter Guidance by January 1, 2024.

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

PM 5: The Contractor shall submit Coalition agenda and meeting notes with each quarterly report in years one, two, three, and four of FY23-26.

1.3.1.2 Comprehensive Adolescent Pregnancy Prevention Programs

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

Activity 1 - Adolescent Pregnancy Prevention Programs and Risk Reducing Programs Implemented with Fidelity

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

Deliverable: In year one (July 1, 2022 - June 30, 2023), the Contractor shall deliver at least one full Implementation of a curriculum from List A in the Service Area. In years two, three, and four (FY23 – FY26) the Contractor shall deliver at least two full Implementations within each County in the Service Area each year with the exception of Teen Outreach Project. Contractors providing Teen Outreach Project shall deliver one full Implementation in each county in the Service Area each year.

List A*: Curricula for Prevention of Adolescent Pregnancy and Risk Reducing Programs:

- Draw the Line/Respect the Line
- Love Notes
- Power Through Choices
- SiHLE
- Teen Outreach Project (TOP)

Performance Measures:

PM 1: By June 30, 2023, complete at least one full Implementation from List A with Fidelity with at least 80% of the projected Participants in the Service Area.

PM 2: By June 30 of years two, three, and four (FY24-FY26) complete at least two full Implementations from List A with Fidelity with at least 80% of the projected Participants within each County in the Service Area.

PM 3: By June 30 of years two, three, and four (FY24-FY26) if providing TOP programming, complete one full Implementation from List A with Fidelity with at least 80% of the projected Participants within each County in the Service Area.

Activity 2 – Evidence-Based, Evidence-Informed, or Promising Practices Comprehensive Sexual Health Education Programs with Fidelity

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

Deliverable: In years one, two, three, and four (FY23 – FY26) the Contractor shall deliver at least three full Implementations of a curriculum from List B below within the Service Area each year.

**List B*: Evidence-Based, Evidence-Informed, or Promising Practices
Comprehensive Sexual Health Education**

- Be Proud! Be Responsible!
- ¡Cuidate!
- FLASH
- Making Proud Choices (5th edition all versions)
- Rights, Respect, Responsibility (3Rs)
- Positive Prevention Plus (including Special Populations)

Performance Measure:

PM 1: By June 30 of each FY23 - FY26 complete at least three full Implementations from List B with Fidelity with at least 80% of the projected Participants within the Service Area.

*Evidence-Based curriculum Lists A and B are from Health and Human Services (HHS) Teen Pregnancy Prevention Evidence Review on youth.gov.
<https://tppevidencereview.youth.gov/FindAProgram.aspx>,
<https://kingcounty.gov/depts/health/locations/family-planning/education/FLASH/about-FLASH.aspx>, <https://3rs.org/3rs-curriculum/science-behind-3rs/>. The Agency reserves the right to update the approved curriculum list over the course of the Contract, as new research becomes available.

Activity 3 - Evidence-Informed Programs and Community Education (without Fidelity)

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

Deliverable A: In years one, two, three, and four (FY23 – FY26) the Contractor shall deliver at least two presentations, but no more than five presentations, workshops or topical programs, as described in each county in the Service Area. Elements of the curricula listed in Lists A or B may be used in part for single topic presentations or with adaptations under this Activity. Examples include activities such as:

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

Deliverable B: In years one, two, three, and four (FY23 – FY26) the Contractor shall deliver community outreach through the development and distribution of informational material to each county in the Service Area designed to:

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

Performance Measures:

PM 1: By June 30 of each FY23 - FY26 complete at least two presentations but no more than five presentations, workshops or topical programs in each county in the Service Area and with at least 80% of the projected Participants

PM 2: By June 30 of each FY23 - FY26 complete community outreach to each county in the Service Area and with at least 80% of the projected Participants

Activity 4 - Expectant and Parenting Adolescent Services

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

Deliverable: The Contractor shall provide resource and referral information to Adolescents, with whom the Contractor engages in the Service Area, that are Expectant or Parenting.

Performance Measure:

PM 1: By June 30 of each FY23 - FY26 provide resource and referrals to 100% of Adolescents identified as Expectant or Parenting in the Service Area.

Optional Activities 5 & 6

Contractor may apply for Activity 5 or Activity 6 optional funding. The Contractor cannot apply for both Activity 5 and Activity 6.

Activity 5 – Comprehensive Expectant and Parenting Adolescent Services (Optional)

Contractors serving counties identified as High-risk for Expectant and Parenting Adolescent services, based on estimated number of annual births to Adolescent mothers (determined by average Adolescent Birth Rates and pop of females 15-19) may request additional funds allocated to provide Evidence-Informed programming to Expectant and Parenting Adolescents. Contractors not receiving Expectant and Parenting allocation funds may also provide the programming below with up to 25% of their total Contract value, if awarded.

Deliverable A (required for those requesting additional funding): In years one, two, three, and four (FY23 – FY26) services shall include educational and support Programs intended to reduce the likelihood of an additional pregnancy by a parent (Expectant or currently Parenting) who is less than 19 years of age or pursuing the completion of their high school equivalency. The Contractor shall provide a minimum of two Projects utilizing Evidence-Informed, Evidence Based, Promising Practices curriculum. One Project equals 8 - one-hour sessions in each county in the Service Area receiving additional funding for Expectant and Parenting services.

Deliverable B (required for those requesting additional funding): In years one, two, three, and four (FY23 – FY26) the Contractor shall provide two educational Socializations for the Expectant and Parenting Adolescents in the Service Area.

Performance Measures:

PM 1: By June 30 of each FY23 - FY26 provide two Projects with at least 80% of the projected Participants in the identified Service Area.

PM 2: By June 30 of each FY23 - FY26 provide two Socializations with at least 80% of the projected Participants in the identified Service Area.

OR

Activity 6 - Multi-Generational Home Visiting (Optional)

Contractors serving counties identified as High-risk for Expectant and Parenting Adolescent services, based on estimated number of annual births to Adolescent mothers (determined by average Adolescent Birth Rates and pop of females 15-19) may request additional funds allocated to provide specific programming, outlined below, to Expectant and Parenting Adolescents. The Contractor shall provide a multi-generational home visiting program to Expectant or Parenting Adolescents and their families focusing on the needs of the family including delay of additional pregnancy, parenting skills, healthy relationships, and child development utilizing Evidence-Based, or Evidence-Informed, or Promising Practices materials.

Deliverable A: In years one, two, three, and four (FY23 – FY26) the Contractor shall deliver a monthly 1-to-2-hour home visit virtual or in-person to four of the identified families in each county in the Service Area receiving additional funding for Expectant and Parenting services.

Deliverable B: In years one, two, three, and four (FY23 – FY26) the Contractor shall provide two multi-generational educational Socializations with and for Expectant or Parenting Adolescents and their families.

Performance Measures:

PM 1 By June 30 of each FY23 - FY26 complete at least 80% of the monthly home visits with four families identified and projected in the Service Area.

PM 2 By June 30 of each FY23 - FY26 complete two socializations with at least 80% attendance from the projected Participants in the identified Service Area.

1.3.1.3. Additional Project Administration and Reporting Deliverables

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

Deliverable A: The Contractor shall attend two (2) CAPP Contractor regional and/or statewide meetings provided by the Program Administrator during each State Fiscal Year.

Deliverable B: The Contractor shall attend at least one training and technical assistance call each quarter provided by the Program Administrator.

Deliverable C: The Contractor shall participate in at least one Program Administrator site visit (and/or desk audit to be determined by the Agency) and any other Program or technical assistance as requested by the Program Administrator including classroom observation and coalition meeting attendance.

Deliverable D: The Contractor, as requested by the Program Administrator, shall submit an annual renewal application for years 2, 3, and 4 of the Contract (to include any adjustments to budget and/or service projections). The application will be provided on an Agency approved template.

- Program funds may be reallocated among all program Contractors based on a number of items, including but not limited to, Contractor performance, reverted funds, and/or additional need throughout the state.
- In order to make determinations on renewals for year 2 (FY2024), the Agency and Program Administrator will evaluate each Contractors progress towards meeting

Deliverables and Performance Measures in the first 12 months of the initial one-year term (July 1, 2022-June 30, 2023).

- Contractors not meeting Performance Measures may be placed on a Program Improvement Plan (PIP), not be renewed, and have their funding level renegotiated.

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

- Pre/post tests
 - Age and/or grade level or Participants
 - Gender
 - Race/ ethnicity
 - Geographical location (home zip code or county)
- Parent/adult and/or youth surveys
- Fidelity monitoring (adherence to Fidelity guidance)
- Number of full Implementations
- Number of Participants (youth, parents, community members) in attendance
- Curricula used in Service Area
- Expectant and Parenting resource and referral data
- Outreach numbers (e.g. social media, print media, etc.)
- Number, type, location, of all activities/services
- Description, quantity, and location of distribution of materials
- Successes and challenges for each Activity 1-6
- Coalition minutes, agendas, attendance, charter updates
- Additional information to be tracked as determined by the Program Evaluator and Program Administrator

Quarterly reports are due by the 16th of each month following the end of the quarter per the schedule below (and each additional FY). Reports shall be submitted using an Agency Approved template and shall be emailed to the Program Evaluator and Program Administrator.

<u>For the Period:</u>	<u>Reports are due by:</u>
July – September 2022	October 16, 2022
October – December 2022	January 16, 2023
January – March 2023	April 16, 2023
April – June 2023	July 16, 2023

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

1.3.2 Contract Payment Methodology.

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

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

Available Funding.

The State Fiscal Year (SFY) 2021 Health and Human Services appropriations bill House File 891 allocated \$1,913,203 of TANF block grant funding (100% federal) to the CAPP Program. This budget also supports the Program Administration and Program Evaluation Contracts. The amount anticipated for local service Projects awarded under this RFP is approximately \$275,000.00 per SFY. The intention of the Agency is to fund multiple Contracts across the state. Based on limited funding, Bidders may be fully funded or partially funded dependent upon the total amount in requests.

Distribution of Funding.

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

Section 2 Basic Information About the RFP Process**2.1 Issuing Officer.**

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

Melanie Mathes
Hoover State Office Bldg., 5th Fl.
1305 E. Walnut St.
Des Moines, IA 50319
Phone: 515-281-6461
mmathes@dhs.state.ia.us

2.2 Restriction on Bidder Communication.

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

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

2.3 Downloading the RFP from the Internet.

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

2.4 Online Resources.

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

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

<https://www.pcaiowa.org/>

Link to House File 766 (July 1, 2019): <https://www.legis.iowa.gov/legislation/BillBook?ga=88&ba=HF766>

Link to Iowa Code 163: <https://www.legis.iowa.gov/docs/iac/chapter/07-02-2008.441.163.pdf>

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. The Bidder may wish to request confirmation of receipt of the email from the Issuing Officer to ensure delivery. Do not submit letters of intent by mail, shipping service, or hand delivery. The intent to bid should include the Bidder's name, contact person, mailing address, email address, telephone number, and a statement of intent to submit a bid in response to this RFP. Though it is not mandatory that the Agency receive an intent to bid, the Agency will only respond to questions about the RFP that have been submitted by Bidders who have expressed their intent to bid. The Agency may cancel an RFP for lack of interest based on the number of letters of intent to bid received.

2.7 Questions, Requests for Clarification, and Suggested Changes.

Bidders who have provided their intent to bid on the RFP are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (hereafter "Questions") by the due date and time provided in the Procurement Timetable. Bidders are not permitted to include assumptions in their Bid Proposals. Instead, Bidders shall address any perceived ambiguity regarding this RFP through the question and answer process. If the Questions pertain to a specific section of the RFP, the page and section number(s) must be referenced. 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).
- The Bidder is eligible to submit a bid in accordance with the Bidder Eligibility Requirements of this RFP (See RFP Bidder Eligibility Requirements Section).
- The Bidder's Cost Proposal/ Budget adheres to any pricing restrictions regarding the project budget or administrative costs (See RFP Section 3.3).

2.13.2 Reasons Proposals May be Disqualified.

Bidders are expected to follow the specifications set forth in this RFP. However, it is not the Agency's intent to disqualify Bid Proposals that suffer from 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 3.2.3);
- Bidder's response materially changes Scope of Work specifications;
- Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.6);
- Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal/ Budget as confidential (See RFP Section 3.1);
- Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7); or
- Bidder fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.
- 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 in the Procurement Timetable. The Notice of Intent to Award does not constitute the formation of a contract between the Agency and the apparent successful Bidder.

2.25 Acceptance Period.

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

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

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

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

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

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

2.27 Definition of Contract.

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

2.28 Choice of Law and Forum.

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

2.29 Restrictions on Gifts and Activities.

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

2.30 Exclusivity.

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

2.31 No Minimum Guaranteed.

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

2.32 Use of Subcontractors.

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

2.33 Bidder Continuing Disclosure Requirement.

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

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

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

3.1 Bid Proposal Formatting.

Subject	Specifications
Paper Size	8.5" x 11" paper (one side only). Charts or graphs may be provided on legal-sized paper.
Font	Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial.
Page Limit	The CAPP Project Proposal form (Attachment H) is limited to 20 pages. CAPP Projected Service Delivery & Budget form (Attachment I), and all other RFP Forms and Attachments will not count toward the page limit.
Pagination	<p>The following page numbering requirements shall be adhered to for bid proposal submission:</p> <ul style="list-style-type: none"> ○ Attachment H, CAPP Project Proposal Form, Section 1 through Section 7 are to be sequentially numbered from beginning to end. ○ All pages of Attachment I, CAPP Projected Service Delivery and Budget Form, must be sequentially numbered from beginning to end. ○ All submissions of Attachment C, Subcontractor Disclosure Form, shall be numbered sequentially and shall indicate the total number of Subcontractor Disclosure Forms being submitted (i.e. <i>1 of 3, 2 of 3, 3 of 3</i>) ○ All School Agreement Letters / Memorandums of Understanding (MOU's), shall be numbered sequentially and shall indicate the total number of operative Agency Agreements / Memorandums of Understanding (MOU's) being submitted (i.e. <i>1 of 3, 2 of 3, 3 of 3</i>) ○ Two Letters of Support shall be numbered sequentially (i.e. <i>1 of 2, 2 of 2</i>) ○ Page number is not required for other portions of the bid proposal submission.
Bid Proposal General Composition	<ul style="list-style-type: none"> ● Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. ● Bid Proposals must be bound and provided in the order as stated in the Checklist - Attachment G.
Envelope Contents and Labeling	<ul style="list-style-type: none"> ● Envelopes shall be addressed to the Issuing Officer. ● The envelope containing the original Bid Proposal shall be labeled "original."
Number of Hard Copies	Submit one (1) original hard copy of the Proposal and Budget form and one (1) identical copy of the original Proposal and Budget form. The original hard copy must contain original (wet) and/or certified digital signatures.
USB Flash Drive	<ul style="list-style-type: none"> ● Bidders shall submit one (1) flash drive, that includes a copy identical to the content of the original hard copy of the Technical Proposal and a copy identical to the content of the original hard copy of the Budget form. ● The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Technical 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.

Subject	Specifications
Request for Confidential Treatment	<p>Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:</p> <ul style="list-style-type: none"> • The Bidder will complete the appropriate section of the Primary Bidder Detail Form & 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. • The Bidder shall submit one complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a “public copy” and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential. • The Cost Proposal/Budget 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/Budget supporting materials may be marked confidential if consistent with applicable law. • The transmittal letter may not be marked confidential. • The Bidder shall submit a USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This USB flash drive shall be clearly marked as a “public copy”. • The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.
Exceptions to RFP/Contract Language	<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 & Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.</p> <p>The Agency reserves the right to either execute a contract without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.</p>

3.2 Contents and Organization of Technical Proposal.

This section describes the information that must be in the Technical Proposal. Bid Proposals should be organized **in the same order provided here**. Note: The original hard copy and all forms submitted shall have original signatures (wet) and/or certified digital signatures.

1. Attachment G - Cover Sheet & Checklist

2. Attachment B - Primary Bidder Detail Form & Certification

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

3. Attachment E - Certification and Disclosure Regarding Lobbying

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

5. Attachment I - CAPP Projected Service Delivery and Budget Form:

- Does **NOT** count towards 20 page maximum

6. Attachment C- Subcontractor Disclosure Form(s): If applicable

School Agreement Letters/ Memorandum of Understanding (MOUs): The number of letters Bidders must provide is dependent upon the number of schools, districts, agencies, organizations, the Bidder is proposing providing services for. Bidder shall provide one letter/MOU for each partnering school/organization in which the Bidder is proposing to provide services that require Fidelity. In years two, three, and four signed MOUs shall be provided to the Program Administrator prior to service delivery for any new service sites. All letters may be original or certified digital signature and dated.

7. Letters of Support – 2 letters: Each signed letter must demonstrate that the Bidder organization has Community support and backing for the CAPP program in the proposed Service Area. Letter must be from entities other than those the Bidder has entered into a School Agreement or MOU with. Letters must include the name, phone number, email contact, and organization name of the individual authoring the letter. Signatures may be original and/or certified digital signatures. Letters should substantiate the Bidder's capacity to provide services as outlined in the Proposal and demonstrate general support of the purposed Contractor.

8. Attachment F - Minority Impact Statement: Bidder must submit one fully completed and signed Minority Impact Statement. Signature may be original or certified digital signature.

9. Attachment A - Release of Information: Bidder must submit one fully completed and signed Release of Information. Signature may be original or certified digital signature.

Coalition/Service Area Guidance

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

Each Bid Proposal must identify a distinct Service Area and the county or counties (up to 8) that are included within that Service Area (even if only a portion of a county will be served). Each Service Area must include *at least* one Community Coalition (as outlined in the Scope of Work) which the Contractor will participate in.

However, the Bidder has the discretion to decide whether they participate in multiple different Coalitions within a single defined Service Area or participate in single county Coalitions.

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

The Bidder also has the discretion to submit two separate Bids if they have multiple Coalitions in the Bidder's proposed Service Area, but it is not required. For example, in keeping with the above scenario, the Bidder could submit two different Proposals, one for each of the areas covered by the two distinct Coalitions. However, a Bidder cannot submit multiple Bids listing the same Coalition (and same members) under more than one Bid, as Coalitions are to be representative of their respective Communities (i.e., Service Areas). The only exception to this would be if the single Coalition includes representation from both or all Service Areas they cover, meaning there are individuals who live and/or work in both or all of the communities/counties represented by the single Coalition.

3.3 Cost Proposal/Budget.

Summary of RFP Funding Strategy		
Maximum Funding Requests	Allocation	% of Total
Base County Tiers (Rate/Risk)	\$615,000	77%
Population Tiers	\$95,000	12%
Pregnant and Parenting Adolescents Tiers	\$90,000	11%
*Total	\$800,000	100%
<i>*This represents 34% or \$525,000 over the estimated \$275,000 that will be available. It is anticipated that not all counties will submit a Bid Proposal and/or that not all maximum funding amounts will be requested or awarded.</i>		

Pricing Restrictions.

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

Note: It is important for Bidders to recognize that while it is the intent of the Agency to award up to the estimated \$275,000.00 maximum funding allocations may not be awarded to all Bidders based upon the number of applications received, total amount of funding requests, and scoring of all Bid Proposals. Bidders are expected to request the amount of funding necessary to meet the Deliverables outlined in their Proposal, up to the maximum county limit.

Base County Tier Allocation: The *Iowa Adolescent Pregnancy Risk Index* was prepared for the Iowa Department of Human Services by the Center for Social and Behavioral Research, University of Northern Iowa. The data analyzed includes Adolescent Birth Rates (2015-2019) and an Adolescent Birth Risk Index by county. Risk Factors considered in the Risk index includes percent of unemployment, percent of citizens living in poverty, youth population, rate of child abuse, and other variables (www.pcaiaowa.org for full summary).

County-level risk tiers were established using the following method:

County Adolescent Birth Rates were sorted into quartiles. Then each county was assigned a Birth Rate score from 1-4, with a score of four for counties with the highest Birth Rates. Next, county Risk Index levels were sorted by quartiles and assigned a risk score from 1-4. Three-year Sexually Transmitted Infection (STI) rates in persons 19 and under were similarly assigned a quartile value from 1-4. Finally, Adolescent Birth Rate, STI Rate, and Risk Index scores (weighted x2) were summed, and each county was assigned an overall score ranging from 4-16 (where the Risk Index score is weighted twice the value of the Birth Rate and STI Rate). Counties were then assigned to tiers in consideration of the overall score. Up to \$800,000.00 per SFY may be available for base county tier funding in the following distribution:

Base County Tier Levels:	# of	Max/ County	Total
Based on Point System (Birth Rate and Risk)	Counties		
Tier 3 (14-16 pts)	8	\$30,000	\$240,000
Tier 2 (8-13 pts)	25	\$15,000	\$375,000
Tier 1 (<8 pts.)	24	\$0	\$0
Total	57		\$615,000

Population Tier Levels	# of	Max/	Total
Based on county youth population.	Counties	County	
Tier 3 (15,000+ youth 10-19)	2	\$25,000	\$50,000
Tier 2 (5,000-15,000 youth 10-19)	3	\$15,000	\$45,000
Tier 1 (fewer than 5,000)	82	\$0	0
Total	87		\$95,000
Expectant and Parenting Adolescent Tier Levels*:	# of	Max/	Total
Based on estimated number of annual births to Adolescent mothers (determined by 2017-2019 births to mothers 19 and under)	Counties	County	
Tier 3 (>75 avg. annual Adolescent births)	2	\$15,000	\$30,000
Tier 2 (20-75 avg. annual Adolescent births)	6	\$10,000	\$60,000
Tier 1 (<15 avg. annual Adolescent births)	74	\$0	\$0
Total	82		\$90,000

Maximum Funding Requests

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

- the maximum amount established per county tier level based upon overall Adolescent Birth Rate and Risk index score (Base Amount),
- plus funding designated by county for population consideration,
- plus funding designated by county for Expectant and Parenting Adolescents, (optional).

Maximum Service Area Size

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

Indirect Costs Limit

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

Expectant or Parenting Adolescent Programming Limit

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

Contract Budget.

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

Content and Format.

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

- Complete the Cost Proposal/Budget and CAPP Projected Service Delivery and Budget Form, Attachment I, following the guidelines provided
- A 5% Contractor Match will be required in year one. The Match will increase by 5% each subsequent year a Project receives funding. In-kind Matches may be applied toward the Contractor Match [Iowa Admin. Code r. 441—163.3(1)].

Example of Match Amount needed if award is \$30,000.00			
Match 5% year one	Match 10% year two	Match 15% year three	Match 20% year four
\$30,000.00 award	\$30,000.00 award	\$30,000.00 award	\$30,000.00 award
\$1,500.00 Match	\$3,000.00 Match	\$4,500.00 Match	\$6,000.00 Match

Section 4 Evaluation Of Bid Proposals

4.1 Introduction.

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

4.2 Evaluation Committee.

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

4.3 Proposal Scoring and Evaluation Criteria.

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

Scoring Guide.

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

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

Technical Proposal Components.

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

<u>Technical Proposal Components</u>	<u>Weight</u>	<u>Score (0-4)</u>	<u>Potential Maximum Points</u>
Proposal Overview (Attachment H, Section 1)	2.50	-----	10
Statement of Problem and Need (Attachment H, Section 2)	3.75	-----	15
Community Coalition/Project Advisory Committee (Attachment H, Section 3)	5.00	-----	20
Project Monitoring and Evaluation (Attachment H, Section 4)	2.50	-----	10
Overall Quality and Impact of Program (Attachment H, Section 5)	2.50	-----	10
Future Funding (Attachment H, Section 6)	.75	-----	3
Legislative Priorities (Attachment H, Section 7)	3.75	-----	15
Projected Service Delivery and Budget Form (Attachment I)	6.25	-----	25
School Agreement Letters/ Memorandum of Understanding (MOU)	1.25	-----	5
Letters of Support (2)	2.50	-----	10
Assurances and Certifications (Attachments B and E)	.50	-----	2
Total Available Points per Iowa Admin. Code Ch. 441-163.5 (3)			125

4.4 Recommendation of the Evaluation Committee.

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

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

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

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

Attachment A: Release of Information
(Return this completed form with 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. If a section does not apply, label it “not applicable”.)

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

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

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

PRIMARY BIDDER CERTIFICATIONS

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

- 1.1 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.

Signature:	
Printed Name/Title:	
Date:	

Attachment C: Subcontractor Disclosure Form

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

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

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

By signing below, Subcontractor agrees to the following:

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

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

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

Signature for Subcontractor:	
Printed Name/Title:	
Date:	

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

1. CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

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

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

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 with 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.

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.

The bidder shall file with the Agency a disclosure form, set forth in Appendix B of 45 CFR Part 93, in the event the bidder or subcontractor(s) at any tier (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) has made or has agreed to make any payment using non-appropriated funds, including profits from any covered Federal action, which would be prohibited under 45 CFR § 93.100 if paid for with appropriated funds. All disclosure forms shall be forwarded from tier to tier until received by the bidder and shall be treated as a material representation of fact upon which all receiving tiers shall rely.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

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

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

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

Signature:	
Printed Name/Title:	
Date:	

Attachment F: Minority Impact Statement
(Return this executed form with the Bid Proposal.)

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

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

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

Describe the positive impact expected from this Project.

Indicate which group is impacted:

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

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

Describe the negative impact expected from this Project.

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

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

Indicate which group is impacted:

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

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

Present the rationale for determining no impact.

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

Definitions

“Minority Persons,” as defined in Iowa Code Section 8.11, mean individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

“Disability,” as defined in Iowa Code Section 15.102, subsection 5, paragraph “b,” subparagraph (1):

b. As used in this subsection:

(1) “*Disability*” means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

“*Disability*” does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

“State Agency,” as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other Agency or authority of the State of Iowa.

Attachments Specific To This RFP

1. Attachment G: CAPP Project Proposal Cover Sheet and Checklist
2. Attachment H: CAPP Project Proposal Form
3. Attachment I: CAPP Projected Service Delivery and Budget Form
4. Attachment L: Community Coalition Charter Template
5. Attachment O: Letter of Attestation
6. Attachment P: Funding Distribution by County

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/ Budget or any pricing quoted by the Bidder. See RFP Section 3.1 regarding Bidder exceptions to contract language.)

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

CONTRACT DECLARATIONS AND EXECUTION

RFP #	Contract #
ACFS 23-001	<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”)	
Name/Principal Address of Agency: Iowa Department of Human Services 1305 E. Walnut Des Moines, IA 50319-0114	Agency Billing Contact Name / Address: <i>{To be completed when contract is drafted.}</i>
Agency Contract Manager (hereafter “Contract Manager”) /Address (“Notice Address”): <i>{To be completed when contract is drafted.}</i>	Agency Contract Owner (hereafter “Contract Owner”) / Address: <i>{To be completed when contract is drafted.}</i>

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

Community Adolescent Pregnancy Prevention (CAPP) Program Local Services Project Contracts

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

Contract Execution

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

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

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

{To be completed when contract is drafted.}

1.2 Contract Purpose.

{To be completed when contract is drafted.}

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

{To be completed when contract is drafted.}

1.3.2 Performance Measures.

{To be completed when contract is drafted.}

1.3.3 Monitoring, Review, and Problem Reporting.

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

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

Monitoring Clause

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

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

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

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

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

1.3.4 Contract Payment Clause.

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

1.3.4.2 Payment Methodology.

{To be completed when contract is drafted.}

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

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

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

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

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

1.4 Insurance Coverage.

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

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$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 Data and Security System Framework. The Contractor shall comply with either of the following:

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

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

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

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

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

1.6 Reserved. (Labor Standards Provisions.)

1.8 Incorporation of General and Contingent Terms.

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

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

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

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

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