

STATE OF IOWA DEPARTMENT OF
Health AND **Human**
SERVICES

REQUEST FOR PROPOSAL (RFP)

Iowa Foster Care Youth Council
ACFS-24-003

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RFP Purpose.

The Contract is to implement, facilitate and maintain a council for adolescents, age 13 through 22, currently in or who were formerly in a Foster Care Placement or the State Training School. The Iowa Foster Care Youth Council is responsible to utilize youth development practices to engage, support, and educate participating youth, as well as channel the collective voice of youth to improve Iowa's foster care system.

Duration of Contract.

The Agency anticipates executing a contract that will have an initial 2-year contract term with the ability to extend the contract for 4 additional 1-year terms. The Agency will have the sole discretion to extend the contract.

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):	October 4, 2022
Agency Issues RFP to Bid Opportunities Website	October 06, 2022
Bidder Letter of Intent to Bid Due By	October 20, 2022, 2 PM
Bidder Written Questions Due By	October 20, 2022, 2 PM
Agency Responses to Questions Issued By	October 27, 2022
Bidder Proposals and any Amendments to Proposals Due By	January 11, 2023, 2 PM
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	February 22, 2023
Contract Negotiations and Execution of the Contract Completed	April 28, 2023
Anticipated Start Date for the Provision of Services	July 1, 2023

Section 1 Background and Scope of Work

1.1 Background.

Through this Request for Proposals (RFP), the Iowa Department of Health and Human Services (Agency) seeks to select a Contractor to implement, facilitate, and maintain a council for adolescents currently in or who were formerly in a Foster Care or State Training School placement. This is contracted as the Iowa Foster Care Youth Council, referred to here forward as the "youth council". It is also known as AMP, which stands for "Achieving Maximum Potential". The youth council was named by Participants and the name shall remain unchanged.

The youth council serves as a support group for Eligible youth age 13 through 22 who were or who are currently involved in the Iowa Foster Care system or State Training School, including children adopted from foster care or other out-of-home placement ordered under Iowa Code Chapter 232.

The youth council provides various opportunities for Participants to share their experiences, showcase their abilities, and be engaged to improve the child welfare system. The Contractor selects a venue, invites youth, follows an agenda with skills training and Youth Development activities, and ultimately ensures the experience is safe and meaningful for the youth. Most meetings last about two hours. Longer activities, tours or training can be utilized to engage youth and diversify experiences.

Some youth are unable or uninterested in attending a group meeting. It is intended that whether a youth attends a meeting or participates in some other way, there exists opportunity for youth to meet other youth having similar experiences, learn about programs and services, learn life skills, and to impact policy and practice change in the child welfare system. As delivered by the current Contractor, Youth and Shelter Services Inc. (YSS), youth council meetings are usually held in churches or human services program facilities, where there is often no charge for use of the space.

A trained, paid facilitator prepares an agenda, invites presenters, and leads the discussion. Snacks and transportation are provided or facilitated by the Contractor. All meeting expenses are the responsibility of the Contractor, then reimbursed by the Agency, according to the Contract.

The Agency first contracted for the Iowa Foster Care Youth Council in February 2007, selecting a Contractor via an informal competitive bidding process. The Contract was entirely federally funded at the start and was designed to serve youth in Foster Care or Alumni; at that time, youth placed at the State Training School were not eligible. Children and Families of Iowa administered the program. While they maintained the program, the youth council was called Elevate. The initial contract required four or more Local Councils, which at that time were called "chapters", that were planned, arranged, and facilitated by the Contractor.

State funds were added in later years to expand the youth council to additional sites and to enhance services.

The Agency released a competitive procurement in the fall of 2010. For the Contract year starting July 1, 2011, YSS (Contract name Youth and Shelter Services Inc.) became the Contractor and they have held the Contract since. The Contract required at least ten chapters, which came to be called Local Councils, and the Contractor used a number of subcontractors to expand their reach and capitalize on the existing community connections of the subcontractors.

In state fiscal year 2015, additional funding from the state legislature allowed the Agency to extend services to youth at the State Training School for Boys in Eldora, Iowa. A full-time staff was hired by the Contractor and offices at the facility. Due to the population and restrictions, access to the community is limited.

In order to engage Eligible youth at all levels of care, as well as to ensure cultural and ethnic diversity, meeting locations may be on facility grounds, community grounds, and/or treatment where the program can reach more youth. Past experience showed that transportation still remains one of the largest hurdles youth face in order to

access Local Council meetings. The youth council is designed and contracted to create opportunities any for Eligible youth who wants to participate. This means youth should have a way to get involved, even if they are unable to attend, because they are not able to be in community settings or are not located close enough to a Local Council.

During SFY 2022, YSS and subcontracted providers supported eleven AMP Councils, each with a Council facilitator employed for about 10 hours per week. The agencies involved are:

- YSS (Ames, Des Moines, Eldora (STS))
- American Home Finding Association (Ottumwa)
- Children's Square USA (Council Bluffs and Sioux City)
- Foundation 2 (Cedar Rapids)
- Four Oaks (Waterloo)
- Hillcrest Family Services (Dubuque)
- Youth Shelter Care of North Central Iowa (Fort Dodge)
- Young House Family Services (Burlington/Mt. Pleasant)

The youth council provides Participants with the opportunity and guidance to safely mentor each other. A variety of relevant life skills are taught by peers, facilitator, or presenters invited by the facilitator. The youth council provides developmentally healthy opportunities for Participants via service projects, community awareness activities, and parties to recognize Participants' accomplishments (for example, graduation parties, art shows, or poetry reading).

The youth council has become an important way for Participants to share their knowledge of the Foster Care and Juvenile Justice systems and to practice leadership skills. The youth council creates a mechanism where Participants are trained, prepared, supported, and compensated for their time. Conversely, the youth council offers a conduit where interested policy makers, providers, advocacy groups and others can go to for opinions and suggestions from youth involved in Foster Care, the State Training School, or Alumni. Participants have regularly shared their personal stories at child welfare and court trainings, among other venues.

Every incoming Agency caseworker receives a presentation from youth during their orientation training. Youth involvement in training to Agency, Contractor, or partner provider staff is a way for Participant to develop and practice leadership skills.

An annual youth conference offers youth in Foster Care, the State Training School, or alumni an opportunity to join together to make new friends, learn skills, and discuss activities underway in the local areas.

To reach youth in foster care, those who were adopted or entered a guardianship or kinship arrangement, and those who are no longer connected to the system, the youth council provides advertisements and articles in child welfare websites and newsletters.

With support, guidance, and training young people have been a positive voice for change to laws, policy and practice in the Foster Care system. Each year the youth council engages Participants to discuss what works and what need improvement in the Foster Care system. Participants have developed confidence and improved leadership skills as a result of the involvement out successful outcomes. Notable law and policy changes resulting from youth council efforts are in the areas of sibling relationships, child rights, minor sex trafficking, normalcy for children in Foster Care, and more.

The Agency hosted three publicly noticed community discussions to elicit input into this RFP, complete with presentations from an Agency program manager and youth formerly in Foster Care. General impressions were that the "look and feel" of AMP Local Councils is good, but that there should be more opportunities for youth in residential care to do things in the community. Likewise, the advocacy and policy work has had a large impact but

could be better defined, according to stakeholders. Other ideas reflected in this RFP that came from youth and other stakeholders, include:

- More opportunity for youth to be compensated for effort, including in paid positions
- More intentional effort to teach social work staff what youth in care want and need
- More time for community activities
- Internal quality improvement

The Agency seeks a Contractor that can provide services consistent with the following Agency values:

- Child Welfare Model of Practice (Attachment F)
- Guiding Principles (Attachment G)
- Culturally and Linguistically Appropriate Service Standards (Attachment H)

This is a statewide service, therefore the Agency expects the Contractor will create opportunities for Eligible youth to participate in all areas of the state.

The youth council receives requests for Participants to present their stories or participate in child welfare workgroups, initiatives or other activities where youth voice is needed. The service provider helps the youth prepare and debriefs afterward to reinforce positives and avoid negative experiences for the youth.

Current child welfare and youth council participation data is as follows:

The youth council was forced to alter methods of interacting with youth during the COVID-19 pandemic throughout the year. According to the state fiscal year 2022 annual report provided by YSS, while efforts were made to keep young people connected virtually, fewer in-person meetings and other opportunities to engage youth directly affected both participation and the ability to collect data. Consider this when interpreting data presented here.

Facilitators from six local councils collected member information from a total of 173 young people who attended at least one AMP meeting or event during state fiscal year 2022. Councils submitting the most member information forms were Des Moines (131); Burlington (18); and Ottumwa (13). Overall, this is fewer than prior years, which is likely due to limits on in-person meetings due to COVID, as well as the decreasing number of older youth placed in foster care (particularly group care) across the state the last few years. Further, member information was not collected from youth attending the State Training School.

Information was collected from about 11% of the roughly 1534 young people who attended community council meetings during the first eight months. Among council members, a small number (13) are under age 13, falling outside the intended age range of 13-21 years old. The remaining members (147) of members are age 14 through 17.

Gender: About half (35%) of members are female, while (61%) are male, with about (1%) identifying as transgender. An additional 3% listed or preferred not to report their gender identity.

Race: About 46% of members identify as White or Caucasian, about 39% identify as youth African/American, 11% Hispanic/Latino and about 4% identify as multi-racial or another race.

Placement Type: The youth council frequently holds meetings on-site in residential foster care facilities resulting in a substantial number of members reporting being in residential treatment or shelter when participating. Approximately 78% reside in residential treatment and 16% reside in shelter care placement, while about 2% are in a family like placement, and the remainder are no longer in foster care or report another type of placement,

such as Supervised Apartment Living or Job Corp. About 1% of youth indicated that they were no longer in foster care.

More information about the youth council can be found at: [AMPIOWA \(weareampiowa.com\)](http://AMPIOWA (weareampiowa.com))

Data related to the youth council Eligible population is as follows:

Children in Foster Care age 13 and older in foster care are eligible:

Data can be sourced from: https://dhs.iowa.gov/dashboard_childwelfare

In SFY 22, the foster care unduplicated counts from the Family First Dashboard are as follows:

721 Youth in relative/kin care

95 Adoption Pre-subsidy (licensed family foster care)

255 in shelter

454 Family Foster Care (licensed)

515 Qualified Residential Treatment (QRTP--aka Group Care)

Total: 2,184 Categories may not total due to trial home visit or "other"

Children at the State Training School and alumni through age 22 are eligible:

Data can be sourced from: https://dhs.iowa.gov/dashboard_facilities

Average daily count of youth residing in the State Training School in SFY 2022 = 48

Children and youth age 13 through age 22 who were adopted from the Iowa Foster Care system are eligible: On 2/10/22, according to FACS, there were approximately 10,482 Iowa youth for whom there was an adoption subsidy (age 0-22) and 4,619 were age 13 or older.

As of February 10, 2022, children in Foster Care are identified in Agency information systems as follows:

Race	
Caucasian	72.1%
African American	14.09%
Native American	.5%
Asian	0.6%
Native Hawaiian or Pacific Islander	0.5%
Multi-racial	6.6%
Undetermined	2.3%
Ethnicity	
Not Hispanic	86.6%
Hispanic	9.1%
Unable to determine	3.8%
Sex	
Male	53.2%
Female	46.7%
Age	
Under 5	38.5%
6 to 11	25.2%
12 to 15	19.0%
16 and older	17.3%

1.2 RFP General Definitions.

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

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

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

“Bidder” means the entity that submits a Bid Proposal in response to this RFP.

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

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

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

Definitions Specific to this RFP.

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

“Alumni” means a child or youth, through age 22, who was formerly in Foster Care or the State Training School.

“Administrative Costs” means costs that may include, but are not limited to, such categories as: salary and fringe benefits for administrators and support staff, rent and lease payments, utilities, data collection and data processing costs, printing, communications equipment and services, and other costs necessary to support the delivery of services to children and families.

“Agency Travel Guidelines” means current guidelines for in state-travel according to the Iowa Department of Administrative Services (DAS). Maximum allowable reimbursement can be seen at the DAS website: <http://das.iowa.gov/>

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

“Child Abuse” means the applicant has ever been convicted of felony child abuse or neglect; spousal abuse; a crime against children (including child pornography); or a crime involving violence, including rape, sexual assault, or homicide but not including other types of physical assault or battery.

“Child Welfare Model of Practice” means the statement of practice that defines who the Agency serves and the intended outcomes of child welfare services, as well as the guiding principles for our work and expectations related to practice and program and organizational capacity. This statement of practice has been developed to define, affirm, guide, reinforce and support HHS’s strength-based and family-centered model of practice at all levels. The model of practice is intended to guide practice in individual cases and at the program and organizational level, and can be used as a basis of comparison in measuring or judging capacity, quantity, and quality.

“Child and Family Services Review” means the process and procedures used by the Federal Department of Health and Human Services to monitor and evaluate each state child welfare agency in order to promote achievement of safety, Permanency, and well-being for Children that come to the attention of the child welfare system and improve the quality of state child welfare services.

“Clinical Support” means professionals or volunteers who work with people discuss their work with a master-level clinician. This is to build competencies, reinforce social work values and ethics, encourage practice reflection, and support staff and volunteers in their decision-making processes and crises.

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

“Continuous Quality Improvement” means an intentional process of discovering what can be improved in the program at all levels, so that things that don’t work well can be improved and so things that do work can be continued. This process is designed to, as the name suggests, continually improve the program over time.

“Criminal history” means the applicant has been convicted of a felony for physical assault, battery, or a drug-related offense.

“Equity/Inclusion” 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. It also means building programs using the voice of a diversity of individuals, so the extent possible, the program design appeals to as many Eligible children as possible.

"Eligible" means being age 13 through 22 and having experienced Foster Care, State Training School, and having been adopted from Foster Care, or Alumni.

"Evidence Based" means preferential use of strategies or interventions for which empirical research has shown statistically significant effectiveness.

"Foster Care" means the provision of parental nurturing, including but not limited to the furnishing of food, lodging, training, education, supervision, treatment, or other care, to a child on a full-time basis by a person, including an adult relative or fictive kin of the child, and where the child is under the placement, care, or supervision of the department, juvenile court services, or tribes with whom the department has entered into an agreement pursuant to a court order or voluntary placement, but not including a guardian of the child. Foster Care may serve youth adjudicated by the court Child in Need of Assistance (CINA) and Delinquent.

"Foster Funds" means awards for goods, services or fees for children in Foster Care. All purchases will be made with the intent to foster social, cultural and developmental interests of the child in Foster Care. Awards will not exceed \$300 per child, per state fiscal year, unless approved by the Agency. Foster Funds may also be awarded to a service provider or other entity if the funding meets the intent of Foster Funds.

"Iowa Aftercare Services" means a statewide program funded by the Agency to assist youth who have aged out of Foster Care. The Iowa Aftercare Services Program provides services, support, and opportunities designed for youth between the ages of 18 and 21 meet the challenges of living independently. A collaboration of Iowa human service agencies form the Iowa Aftercare Services network so local agencies can deliver services to local youth in each of Iowa's 99 counties.

"Local Council" means any one of the community youth councils funded by this Contract, based in communities across Iowa and at the State Training School.

"Participant" means a youth who attends a Local Council meeting at least once during the Contract year and/or is a child in Foster Care or State Training School or Alumni, who participates in youth council sponsored activities or events.

"Permanency" means a Child has a safe, stable custodial environment in which to grow up, a life-long relationship with a nurturing caregiver, and is able to explore and retain significant connections to family members to the greatest extent possible.

"Placement" means each physical setting in which a Child resides, when it is based on a court order under Iowa Code Chapter 232. A new Placement setting results each time the Foster Care or State Training School setting changes, for example when a Child moves from one Foster Family home to another.

"Practice Standards" means authoritative written statements of policy, procedures, and practices which are established for training and consistency purposes, as well as to evaluate the quality of the service.

"Program Manager" means the Agency staff assigned to policy and protocol development, implementation, and interpretation as it relates to the Contract.

"Promising Practice" means those methods, techniques, and activities that, while not necessarily backed by empirical data, have shown to be effective.

"SING" means the single contact license and background check repository, for required Criminal History and Child Abuse background checks, and can be found at <https://www.iowaonline.state.ia.us/SING/>

"State Training School" means the state training school for boys in Eldora, Iowa, which serves youth adjudicated by the Iowa juvenile court to be delinquent. The State Training School is a correctional facility for juveniles.

"State Travel Guidelines" means the requirements established by the Iowa Department of Administrative Services pertaining to lodging, meals, and other travel expenses. See <https://das.iowa.gov/state-accounting/travel-relocation/state-travel>

"Youth Development" means an intentional, pro-social approach that engages youth within their communities and organizations in a manner that is productive and constructive; recognizes, utilizes, and enhances young people's strengths; and promotes positive outcomes for young people by providing opportunities, fostering positive relationships, and furnishing the support needed to build on their leadership strengths.

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

1.3.1 Deliverables, Performance Measures, and Monitoring Activities.

1.3.1.1 Division I: Hiring and Practice Approaches

1. Create, implement, and monitor Practice Standards, pertaining to Division II and III.
2. Provide on-going recruitment of Eligible children and youth ages 13 through 22 years old.
3. Create and offer orientation training to Eligible youth who choose to participate in Division II or Division III.
4. Utilize Youth Development methods and approaches that nurture Participant's a sense of competency, influence, belonging, and value. Specifically, find varied ways to invite, engage and support youth to take leadership at every level of the council.
5. Develop infrastructure to transport Participants and otherwise create accessibility for all Iowa youth who want to participate in Scope of Work 1.3.1.1 Division I and 1.3.1.2 Division II.
6. Develop an Agency approved written training plan for staff working directly with youth, including but not limited to:
 - a. Mandatory reporter child abuse training (annual)
 - b. Child welfare system processes and programs
 - c. Trauma informed practices
 - d. Youth Development
 - e. Child behavior, including dealing with challenging and aggressive behavior in an individual or group setting
7. Implement an Agency approved written safety protocol for the youth council, including but not limited to SING background checks for all staff working directly with youth.
8. Align services with the Guiding Principles for Iowa's Future Child Welfare System (Attachment G).

9. Provide services consistent with the Agency's Model of Child Welfare and Juvenile Justice Practice (Attachment F).
10. Align services with the Culturally and Linguistically Appropriate Service Standards (Attachment H).

1.3.1.2 Division II: Foster Care Support Groups

1. Establish and maintain Local Councils for Eligible children. Ensure there are at least six Local Councils in the state, distributed geographically so they are accessible. One Local Council must serve the State Training School. Reaching rural and urban communities alike is important. Maintain active membership of at least ten (10) youth per Local Council.
2. Develop an Agency approved written process to create new Local Councils, including process by which it is determined a new Local Council is desired by youth, supported, and sustainable. Also, develop a process to close a Local Council, when appropriate or necessary. Changes require Agency approval. Include in Practice Standards.
3. Provide training to participating youth focusing on life skills, the foster care system, and accessing and promoting community resources.
4. Provide social/recreational opportunities for Participants.
5. Promote significant adult relationships by involving foster parents, biological parents, kin, and other adults as appropriate.
6. Develop an Agency approved written procedure for Participants to formally offer suggestions and/or register written complaints. Also, notice all Participants of their right to do so.
7. Develop, promote, and administer an Agency approved written process to receive requests, determine awards, and make payments for goods, services or fees. This is called Foster Funds. All purchases will be made with the intent to foster social, cultural and developmental interests of the individual. Awards will not exceed \$300 per youth, per state fiscal year, unless approved the Agency.

1.3.1.3 Division III: Personal Development through Leadership and Advocacy

1. Identify, create, and offer leadership opportunities for Eligible children according to their strengths and interests, through various means which may include writing, speaking engagements, committee work, youth council leadership, creation of a website, or some other method chosen by the Participant(s).
2. Provide training to participating youth focusing on leadership skills, team building, effective communication (including advocacy skills and healthy disclosure) and accessing and promoting community resources.
3. Host at least one state level meeting quarterly (or less frequently as directed by the Agency) for youth to discuss child welfare policy issues and needs with child welfare professionals. These meetings shall have youth driven agendas. The meetings may be virtual or in person, as dictated by the needs of participants. Create a written record of the discussion and activities discussed. Monitor process on activities and maintain a feedback loop between youth and child welfare professionals.
4. Host at least one annual in-person conference for Eligible children and youth. This conference is a convening for youth to learn life skills, learn about programs and services, learn about youth council

activities, and simply enjoy safe and developmentally appropriate socialization with peers.

5. At the request of the Agency, identify Participants for representation at Agency workgroups, training (i.e., staff, care providers, key stakeholders), or other venues in which youth input would benefit the development or implementation of child welfare policies and practices. Create and Agency approved form and procedure for requesting youth representation.
6. Provide training to new Agency caseworkers in the “new worker trainings” when requested by the Agency training team.
7. Educate lawmakers and policy leaders on ways to enhance and improve the Foster Care system.
8. Link with existing effective Youth Development programs or councils, advocacy groups, or child serving organizations.
9. Create and implement a process to honor or recognize Participants for accomplishments or growth.
10. Create and implement an Agency approved process, including eligibility and amounts, for financial honorariums to youth for work completed, including participation in workgroups, committees, etc. Compensation, including honorariums and reimbursement, must comply with State Travel Guidelines. Hiring youth with lived experience in foster care is encouraged.
11. As Participants who reach age 23 are no longer Eligible, create and implement an Agency approved process to identify and help youth transition out, who age out of the youth council.
12. Create and implement Agency approved written procedures and protections to ensure the confidentiality of Participants is respected.

1.3.1.4 Division IV. Quality Assurance and Program Improvement Activities

1. Develop and implement an internal Continuous Quality Improvement process using data analysis, process and practice modification, supervision, and other methods.
2. Conduct and maintain records absent of any Criminal History or Child Abuse for all paid staff and volunteers who work directly with Participants (see also "SING" in Division I).
3. Maintain all programmatic and financial records related to the services funded under this Contract in a secure physical location.
4. Conduct an Agency approved survey for Division II activities to measure Participants’ satisfaction of overall youth council operation annually and submit to the Agency within thirty days of the end of each annual Contract year.
5. Submit an annual report to the Agency, within 30 days of the end of each Contract year, detailing participation numbers with breakdown by age, race, location, gender; staff activities; status of projects, including but not limited to policy, practice and training efforts; community connections; recruitment; Participant and facilitator training provided; and opportunities and barriers experienced. All Contractual Deliverables in the Scope of Work shall be reported, as well as performance measures.

1.3.1.5 Division V: Outreach and Website

1. Design, develop and host a website using a premium content management system that may allow Participants to help manage the website's content. The website will have several components including, but not limited to, program description, an events calendar, feedback, frequently asked questions, and news and press releases.
2. Attend conferences and events which will raise awareness of the youth council and present a positive image, leading to more youth participation.
3. Purchase youth council apparel and related promotional items for the youth and others to raise awareness of the program and as part of recruitment efforts.

1.3.2 Performance Measures.

1. At least 80% of Participants report the Local Council staff has informed them about supports and services, as indicated by survey response.
2. At least 80% of Participants, when surveyed by the Contractor, report the Local Council staff understand the Foster Care System.
3. More than 50% of Participants will experience a leadership role during the Contract year, as indicated by a Contractor administered youth survey question, "In the past year, has the Local Council given you at least one experience where you practiced leadership?"
4. At least 80% of Participants will identify they have a Significant Adult Relationship during the Contract year.

1.3.3 Agency Responsibilities.

1. The Agency will annually provide data regarding number of youth in foster care in the eligible population, at the request of the Contractor.
2. The Agency will annually provide data regarding the number of youth who participate in the Iowa Aftercare Services Program, at the request of the Contractor.
3. The Agency will provide contact information for Transition Planning Specialists and Iowa Aftercare Services providers at the request of the Contractor.

1.3.4 Contract Payment Methodology.

When all Deliverables have been met each month throughout the Contract period, the Contractor shall submit a claim on an Agency approved form, complete with claim detail sufficient to justify the claim. The Agency will pay approved claims within 60 days.

The Agency will include up to 5% of the maximum Contract amount for incentive payments to the Contractor for successfully achieving all performance measures set forth in Section 1.3.2. Each of the four performance measure indicators will be weighted equally; in other words, 25% of total incentive funds will be paid for meeting or exceeding each of the indicators. The Agency will determine the amount of incentive payments after all Deliverables for each Contract year are approved by the Agency and pay based on a single approved claim.

The successful bidder shall provide an Agency approved budget annually, with a breakdown of basic categories including but not limited to personnel, food, phones, transportation, payments to youth, administration, and subcontractor payments.

Prior to either (1) procuring space or services for a conference, meeting, or banquet located at a site where lodging is available that is owned, operated, or owned and operated by a lodging provider, or (2) hosting a conference, meeting, or banquet at a site where lodging is available that is owned, operated, or owned and operated by a lodging provider, and in either case, the lodging provider must pay Iowa hotel/motel taxes, the Contractor shall verify the lodging provider is certified as having completed human trafficking prevention training on a website maintained by the Iowa Department of Public Safety. The website is currently available at <https://stophtiowa.org/certified-locations>. The Contractor shall submit proof of this certification to the Agency's

contract manager with the claim for reimbursement.

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
1305 E. Walnut Street
Des Moines, Iowa 50319-0119
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.

Resources related to this RFP are available at the following website: <http://dhs.iowa.gov/about/contracts-and-procurements>. Materials available electronically include:

<http://dhs.iowa.gov/transitioning-to-adulthood>
<https://dhs.iowa.gov/reports/child-and-family-services-review>
<http://dhs.iowa.gov/iowa-foster-care-youth-council>
http://dhs.iowa.gov/sites/default/files/5_Improve_Safety_Wellbeing_Permanency_2.pdf
http://dhs.iowa.gov/sites/default/files/18-DHS-5-4_Eldora_Narrative.pdf
<http://dhs.iowa.gov/iowa-foster-care-youth-council>
<http://www.iowaaftercare.org/>
https://dhs.iowa.gov/dashboard_childwelfare

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.

2.6 Reserved. (Bidders' Conference)

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's Cost Proposal adheres to any pricing restrictions regarding the project budget or administrative costs (See RFP Section 3.3).

2.13.2 Reasons Proposals May be Disqualified.

Bidders are expected to follow the specifications set forth in this RFP. However, it is not the Agency's intent to disqualify Bid Proposals that suffer from 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 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. 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	Pages included in Proposal Tab 3 and any attachments the Bidder creates in a "Tab 3 Attachments" section is limited to 200 pages. See Section 3.2 for further information about Tab 3 Attachments.
Pagination	All pages in Proposal Tabs 1-5 are to be sequentially numbered from beginning to end (do not number these Proposal sections independently of each other). The contents in Proposal Tab 6 may be numbered independently of other sections.
Bid Proposal General Composition	<ul style="list-style-type: none"> • Bid Proposals shall be divided into two parts: Technical Proposal and Cost Proposal. • Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. • Bid Proposals must be bound and use tabs to label sections.
Envelope Contents and Labeling	<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." The Technical and Cost Proposal must be packaged separately.
Number of Hard Copies	Submit one (1) original hard copy of the Bid Proposal (separate Technical and Cost Proposals) and one (1) identical hard copy of the Technical Proposal. The original hard copy must contain original wet signatures, certified digital signatures, or a combination of wet and certified digital signatures.
USB Flash Drive	<ul style="list-style-type: none"> • The Technical Proposal and Cost Proposal must be provided on separate USB flash drives. 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 one (1) flash drive of the Cost Proposal that includes a copy identical to the content of the original hard copy of the Cost Proposal. • The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.
Request for Confidential Treatment	<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

Subject	Specifications
	<p>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.</p> <ul style="list-style-type: none"> • The Cost Proposal will be part of the ultimate contract entered into with the successful Bidder. Pricing information may not be designated as confidential material. However, Cost Proposal supporting materials may be marked confidential if consistent with applicable law. • The transmittal letter may not be marked confidential. • The Bidder shall submit a USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This USB flash drive shall be clearly marked as a “public copy”. • The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.
Exceptions to RFP/Contract Language	<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 into sections **in the same order provided here**. Hard copies of Bid Proposals should use tabs to separate each section. If a Bidder chooses to provide information in attachments to respond to any section below, please create a new tabbed attachment section immediately behind the applicable section. For example, to add attachments related to information asked for in Section 3.2.3 Information to Include Behind Tab 3: Bidder’s Approach to Meeting Deliverables, the Bidder would create a new tab in the Technical Proposal that is called Tab 3 Attachments and place the attachment(s) there. The Bidder would follow suit by creating new tabbed sections for attachments created to respond to any other section below in their bid proposal

3.2.1 Information to Include Behind Tab 1: Transmittal Letter.

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

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

The Bid Proposal must contain a table of contents.

3.2.3 Information to Include Behind Tab 3: Bidder’s Approach to Meeting Deliverables.

The Bidder shall address each Deliverable that the successful contractor will perform as listed in Section 1.3, Scope of Work, by first restating the Deliverable from the RFP and then detailing the Bidder’s planned approach to meeting each contractor Deliverable immediately after the restated text. Bid responses should provide

sufficient detail so that the Agency can understand and evaluate the Bidder's approach, and should not merely repeat the Deliverable.

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

Note:

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

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

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

3.2.4.1 Level of technical experience in providing the types of services sought by the RFP.

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

For each similar service, provide a matrix detailing:

- A. Project title;
- B. Project role (primary contractor or subcontractor);
- C. Name of client agency or business;
- D. General description of the scope of work;
- E. Start and end dates of contract for services as originally entered into between the parties;
- F. If the contract was terminated for any reason before completion of all obligations under the contract provisions, detail the reason(s) for the termination;
- G. Contract value;
- H. Whether the services were provided timely and within budget;
- I. Any damages, penalties, disincentives assessed, or payments withheld, or anything of value traded or given up by the Bidder that were valued at or above \$500,000. Include the estimated cost assessed against the Bidder for the incident with the details of the occurrence;
- J. List administrative or regulatory proceedings or adjudicated matters related to this service to which the Bidder has been a party;
- K. Whether the Bidder has been debarred or suspended from federally-funded healthcare programs by any state or the federal government; and
- L. Contact information for the client's project manager including address, telephone number, and email address.

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

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

3.2.5 Information to Include Behind Tab 5: Personnel.

The Bidder shall provide the following information regarding personnel:

3.2.5.1 Tables of Organization.

Illustrate the lines of authority in two tables:

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

3.2.5.2 Reserved. (Names and Credentials of Key Corporate Personnel)

3.2.5.3 Information About Project Manager and Key Project Personnel.

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

3.2.5.4 Disclosures.

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

3.2.6 Information to Include Behind Tab 6: RFP Forms.

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

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

3.2.7 Reserved. (Financial Statements)

3.3 Cost Proposal.

Pricing Restrictions.

Contract Budget.

The Agency is limiting the funding that is available for these services. Cost proposals may not exceed \$400,000 per Contract year or \$2,400,000 for the entire term of the Contract, including any incentive payments up to 5% which will be paid annually based upon Agency approved achievement of performance measures in Section 1.3.2.

Administrative Costs.

The Agency is placing a cap on the amount of funds that may be spent for Administrative Costs in any contract(s) resulting from this RFP. Spending on Administrative Costs under each contract, for both the contractor and all their subcontractors, cannot exceed 15% of the total contract amount. For the purposes of this subsection, "Administrative Costs" means the costs that may include, but are not limited to, such categories as: salary and benefits for administrators and support staff, rent and lease payments, utilities, data collection and data processing costs, printing, communications equipment and services, and other costs necessary to support the delivery of services.

Content and Format.

The Bidder shall provide the following information in the Cost Proposal: Six-year budget using Attachment I.

Section 4 Evaluation Of Bid Proposals
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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>
Division I: Hiring and Practice Approaches (Section 1.3.1.1)	50	-----	200
Division II: Foster Care Support Groups (Section 1.3.1.2)	100	-----	400
Division III: Personal Development through Leadership and Advocacy (Section 1.3.1.3)	80	-----	320
Division IV. Quality Assurance and Program Improvement Activities (Section 1.3.1.4)	50	-----	200
Division V: Outreach and Website (Section 1.3.1.5)	60	-----	240
Bidder's Experience (Section 3.2.4)	25	-----	100
Personnel (Section 3.2.5)	25	-----	100

Scoring of Cost Proposal Pricing.

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

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

Total Points Assigned to Pricing: 20.

Total Points Possible for Technical and Cost Proposals: 1,560

4.4 Recommendation of the Evaluation Committee.

The evaluation committee shall present a final ranking and recommendation(s) to the 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 Administrator shall consider the committee's recommendation when making the final decision, but is not bound by the recommendation.

Attachment A: Release of Information
(Return this completed form behind Tab 6 of the Bid Proposal.)

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

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

Printed Name of Bidder Organization

Signature of Authorized Representative

Date

Printed Name

Attachment B: Primary Bidder Detail & Certification Form

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

Primary Contact Information (individual who can address issues re: this Bid Proposal)	
Name:	
Address:	
Tel:	
Fax:	
E-mail:	
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 behind Tab 6 of the Bid Proposal. Fully complete a form for **each** proposed subcontractor. If a section does not apply, label it “not applicable.” If the Bidder does not intend to use subcontractor(s), this form does not need to be returned.)*

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

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

By signing below, Subcontractor agrees to the following:

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

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

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

Signature for Subcontractor:	
Printed Name/Title:	
Date:	

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

1. CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

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

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

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

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

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

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

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

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

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

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

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

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

5. CERTIFICATION REGARDING DRUG FREE WORKPLACE

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

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

6. NON-DISCRIMINATION

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

Attachment E: Certification and Disclosure Regarding Lobbying Attachment
(Return this executed form behind Tab 6 of the Bid Proposal.)

Instructions:

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

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

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

- 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:	

Attachments Specific To This RFP

Attachment F - Child Welfare Model of Practice

Attachment G - Guiding Principles

Attachment H - Culturally and Linguistically Appropriate Service Standards

Attachment I- Six Year Budget

Attachment: Sample Contract

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

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

CONTRACT DECLARATIONS AND EXECUTION

RFP #	Contract #
ACFS-24-003	<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>

Transition Period. Effective July 1, 2022, through July 1, 2023, the Iowa Department of Human Services (HHS) and the Iowa Department of Public Health (IDPH) shall be in a transition period as the agencies develop and implement transition plans to merge the agencies and become a new state agency, the Iowa Department of Health and Human Services (HHS). For purposes of this Contract throughout the transition period, “Agency” or “Department” means either DHS or HHS. Throughout the transition period, DHS and HHS shall have and may exercise all legal powers and duties of DHS, including executing all contractual rights and obligations.

Effective July 1, 2023, the Iowa Department of Human Services (DHS) and the Iowa Department of Public Health shall merge and become the Iowa Department of Health and Human Services (HHS). For purposes of this Contract on and after July 1, 2023, “Agency” or “Department” means HHS. On and after July 1, 2023, HHS shall have and may exercise all legal powers and duties of the former DHS, including executing all contractual rights and obligations.

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>

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 Agency Responsibilities.

1. The Agency will annually provide data regarding number of youth in foster care in the eligibly population, at the request of the Contractor.
2. The Agency will annually provide data regarding the number of youth who participate in the Iowa Aftercare Services Program, at the request of the Contractor.
3. The Agency will provide contact information for Transition Planning Specialists and Iowa Aftercare Services providers at the request of the Contractor.

1.3.4 Monitoring, Review, and Problem Reporting.

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

- Verify Invoices and supporting documentation itemizing work performed prior to payment;
- Determine compliance with general contract terms, conditions, and requirements; and
- Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:
 1. The Agency will participate in quarterly youth leadership discussions, when available.
 2. The Agency will participate in annual program monitoring meetings.

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

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

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

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

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

1.3.5 Contract Payment Clause.

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

1.3.5.2 Payment Methodology.
{To be completed when contract is drafted.}

1.3.5.3 Timeframes for Regular Submission of Initial and Adjusted Invoices. The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Invoice(s) shall be submitted 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.

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

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

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

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

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

To be reimbursed for lodging that occurred at a lodging provider that must pay Iowa hotel/motel taxes, prior to the lodging event, the Contractor shall confirm that the lodging provider has received the Human Trafficking Prevention Training Certification at the website maintained by the Iowa Department of Public Safety, currently at <https://stopthiowa.org/certified-locations>, as required by Iowa Code § 80.45A(5). The Contractor shall submit to the Agency a screen shot of this verification showing the lodging provider is a certified location with the claim for reimbursement.

1.4 Insurance Coverage.

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

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, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 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: NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 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:

<p>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></p>	
<p>Contractor a Business Associate? No</p>	<p>Contractor a Qualified Service Organization? No</p>
<p>Contractor subject to Iowa Code Chapter 8F? Unknown</p>	<p>Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the Agency)? No</p>